MASTER AGREEMENT

PPG CANADA INC.,

APR 2 5 2003

and

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

and its

LOCAL NO. 222 and NO. 1661

Affiliated with the Canadian Labour Congress

April 1, 2002 to March 31, 2005

> UNION MADE

> > 02277 (06)

TABLE OF CONTENTS

	Section	Page
General Purpose	1	5
Recognition	2 3 4 5 6	5 5 6 6 7
Exclusions	3	5
Work Exclusions	4	g
Function of a Group Leader	5	9
Management Rights	О	,
Union Security and Check-		
Off Of Union Dues and	7	8
Initiation Fees	8	10
Strikes and Lockouts	J	10
Non-Discrimination and Non-Interference	9	10
Union Activities	10	12
Notices and	11	12
Announcements		
Representation	12	12
Grievance Procedure	13	17
Discipline, Suspension and		
Discharge	14	22
Meetings	15	24
Seniority	16	27
Acquisition of Seniority	17	28
Loss of Seniority	18	29 31
Seniority Lists	19	31
Notification of Absence	20	31
from Work	21	32
Inter-Plant Transfers	22	36
Preferential Hiring	22	00
Establishment of New Plants	23	37
Emergency Work Call-In	20	0.
Pay	24	38
Reporting for Work		
Provision	25	38

Injury Allowance Safety and Health Medical Report Change of Job Provision Leave of Absence Jury Duty Pay Bereavement Allowance Holiday Pay Plan Vacation Pay Cost of Living Allowance Annual Improvement Factor Supplemental Agreements Work Standards Special Lay-off and Recall Sub-Contracting Special Placement Agreement Modification, Renewal and Termination	Section 26 27 28 29 30 30 32 33 34 35 36 37 38 39 40 41 42 43	Page 39 40 42 43 45 45 45 56 57 58 59 60 61 61
0	Article	Page
Skilled Trades: Skilled Trades Master Definitions Employment Acquisition of Seniority for Lay-off and Recall Purposes Application of Seniority Accumulation of Seniority Supplemental Helpers Layoff and Recall Procedure Discontinuance of	1 2 3	64 65 66
	4 5 6 7 8	67 67 68 68 69
Elimination of a Skilled Trade	9	72

Overtime Distribution	10	72
Permanent Transfers	11	73
Special Placement	12	74
Deduction of Skilled Trades		
Council Memberships		
Dues	13	74
Lines of Demarcation	14	75
Apprentice Agreement Exhibit "A"		
Exhibit "A"	15	76

MASTER AGREEMENT

This Agreement made and entered into this first day of April, 2002

BETWEEN:

PPG CANADA INC.

a Corporation existing under the laws of Canada, with plants in Oshawa and Hawkesbury, Ontario, each respectively referred to in this Agreement as "Individual Company" and collectively as "Company".

OF THE FIRST PART

-and-

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

affiliated with the Canadian Labour Congress, referred to in this Agreement as "National Union" and its Locals No. 222 and No. 1661, each respectively referred to in this Agreement as "Local Union", said "National Union" and said "Local Unions" also being referred to jointly in this Agreement as "Union".

OF THE SECOND PART

SECTION 1 GENERAL PURPOSE

The Parties are agreed that the general purpose of the Agreement is to promote the interest of this Company and its employees and to prevent interruption of its work and to provide for the safe efficient operation of the plant.

This Agreement is also undertaken to provide orderly collective bargaining relations between the Company and its employees, to secure prompt disposition of grievances and to maintain satisfactory wages, hours and working conditions.

SECTION 2 RECOGNITION

The Company recognizes the Union as the sole collective bargaining agency for all its hourly-rated employees who are not otherwise excluded by this Agreement.

SECTION 3 EXCLUSIONS

The term "employee" as used in this Agreement includes all employees of the Company, with the exceptions listed in the respective Local Agreements.

SECTION 4 WORK EXCLUSIONS

Those persons excluded from the terms of this Agreement shall not be permitted to perform work on any hourly-rated job, except in the following types of situations:

- In an emergency, when qualified employees are not available.
- 2. On experimental work.
- In the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

The supervisory and/or technical personnel involved will notify the zone Committee members of the nature and scope of the experimental work prior to performing such work.

SECTION 5 FUNCTION OF A GROUP LEADER

The Group Leader is an hourly-rated employee whose primary function is to lead the work of the group of employees of which he/she is a member. His/her function is to assist the others in the group to maintain the scheduled **flow** of work **as** well as to do productive work to which he/she may be assigned. The Group Leader does not have disciplinary authority.

SECTION 6 MANAGEMENT RIGHTS

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 and 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 is products produced, and the control of materials and parts to be incorporated in the products produced.
- (f) Provide a work environment which protects the health and safety of all employees.

(g) The union further acknowledges the right of the Company to formulate, revise and publish policies which shall be administered in a fair, impartial and consistent manner to all employees of the bargaining unit.

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

SECTION 7 UNION SECURITY AND CHECK-OFF OF UNION DUES AND INITIATION FEES

- (a) 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.
- (b) (i) 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.
 - (ii) Any employee who has earned less than forty (40) hours straight time pay in the month but has received S.U.B. will have the dues amount of one (1) hour wages deducted as reflected by

the Constitution and By-Laws of the CAW-Canada and its Locals 222 and 1661. The one (1) hour of wages shall be at the rate being earned on the date of the layoff.

- (iii) Each new employee shall at the completion of his/her probationary period have deducted from his/her pay the Union initiation fee. The amount so deducted will be in accordance with Constitution and Bylaws of the National Union and the Local Union.
- (iv) 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.
- (v) The Company agrees to forward to the Financial Secretary of the Local Union by cheque each month, not later than ten (10) calendar days following the end of the month, the amount deducted and also a list of the employees, including names and clock numbers 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 at work during the weeks. The Company will be saved harmless from deductions so made.
- (vi) The Company agrees that new employees upon hiring will be given a

- copy of the Agreement together with a Union membership application card.
- (vii) The Company also agrees that all employees will have included the total amount of Union dues deducted for the calendar year on the T-4 slip supplied to each employee for income tax purposes.

SECTION 8 STRIKES AND LOCKOUTS

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

SECTION 9 NON-DISCRIMINATION AND NON-INTERFERENCE

The Company and the Union agree that no employee shall in any manner be discriminated against, coerced or restrained on account of membership or nonmembership 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 offences, marital status, family status or handicap as 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 an harassment free environment.

The Union and the Company recognize that sexual or racial harassment is a cruel and destructive behaviour against others that can have devastating effects.

- (a) Sexual harassment is any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.
- (b) Racial harassment is any action, whether verbal or physical that expresses or promotes racial hatred in the workplace such as racial slurs, written or visually offensive actions, jokes or other unwanted comments or acts.
- (c) If any employee believes that he/she has been harassed and/or discriminated against on the basis of a prohibited ground **c** discrimination, the employee may bring the incident forming the basis of the complaint to the attention of their supervisor or the Director of Human Resources.
- (d) The Company will provide all employees the opportunity to attend Anti-Harassment training.
- (e) The Company will select a sexual harassmenttraining program and provide

training for one Union Committee member at each facility.

(f) All employees have the right to file a complaint with the Provincial Human Rights Commission and to see redress under the Human Rights Code.

SECTION 10 UNION ACTIVITIES

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

SECTION 11 NOTICES AND ANNOUNCEMENTS

Union bulletins and notices, when approved by the Director, Human Resources or Supervisor of the Company α his/her 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 to employees during working hours without the approval of a sample by the Director, Human Resources or Supervisor of the Company or his/her designate.

SECTION 12 REPRESENTATION

a) Master Negotiating Committee
 The Union may appoint and the Company shall recognize a Master Negotiating Committee consisting of six (6) members

who shall be members of the Plant Committee. The six (6) members shall consist of three (3) members of Local 222 and three (3) members of Local 1661. One member of the Committee shall be recognized as the Chairperson of the Master Negotiating Committee. In addition to the above the National President and/or his/her delegated representative(s) of the Local Union office, as well as an hourly rated representative for Skilled Trades will be members of the Master Negotiating Committee. Notwithstanding Section 15(f) of the Master Agreement the National President and/or his/her delegated representative(s) or a representative(s) of the Local Union Office shall not be paid for attending meetings referred to in Section 15 of the Master Agreement.

(b) Local Committees

- (i) The Company shall recognize a
 Union Plant Committee consisting of
 the Chairperson, regular committee
 member(s) and alternate members at
 each of its locations as detailed in the
 Local Agreement. An alternate
 Committee member shall act as a
 substitute for the specified regular
 Committee member only in the event
 that the latter is absent or unable to
 act.
- (ii) Each Zone Committee member and his/her elected alternate shall have a definitely assigned zone, and such

Committee member shall be employed on a day shift during his/her term in office. One committee member and one alternate, who must be employed in a Department included in the zone he/she represents, shall be from zone(s) which shall be as determined between Local Management and the Local Union from time to time. No. person shall act as zone Committee member or alternate until after notice of his/her designation as such and of his/her assigned zone, and effective dates of such changes have been furnished in writing to the Human Resources Department by the Chairperson of the Plant Committee.

- (iii) The Plant Committee will be employed on the day shift and in the event of a layoff will be continued at work while work is available in the Plant providedhe/she is capable and willing to perform such work at the established rates of wages. This same provision shall apply to the alternate zone committee member filling a full-time committee member position.
- (iv) In the event of a layoff the Zone Committee member shall have top seniority in the zone he/she represents. Therefore, so long as other employees remain at work within his/her zone, a Zone

Committee member shall not be laid off provided he/she is capable and willing to do the job available at the established rates of wages for such work.

- (v) It is agreed that employees shall not be eligible to serve as a member of the Plant Committee until they have completed their probationary period as defined in Section 17 hereof and in accordance with the Union Constitution.
- (vi) The Company will sanction and recognize upon prior written notification, the appointment of additional alternates in zones where multiple shifts are requiredappointments to be made only for the period for which multiple shifts are required.
- (vii) It is understood and agreed that the Committee member, as well as other employees, have their regular duties to perform on behalf of the Company and such persons will not leave their department without first obtaining the permission of their Supervisor, which will be given as soon as possible. In the event the nature of their business takes them into another Department, they must advise the Supervisor of this new Department of their intention to speak to another employee or employees. Followinghis/her return

to his/her Department, the Committee member, as the case may be, will advise his/her Foreman of the time he/she resumed his/her regular duties.

- (viii) It is understood and agreed that the Committee members, will not absent themselves from their regular duties for unreasonable lengths of time for the purpose of attending to matters covered by this Agreement. In accordance with this understanding, the Company will compensate such employees for time spent during working hours, on business which, by the provisions of the Agreement, require attention by Committee members, at their applicable rates of pay.
- (ix) Whenever, in the opinion of Management, more than a reasonable period of time is being taken by the Chairperson or a Committee member to function in accordance with (viii) above, Management may decline to approve payment for such period of time as it may consider to be excessive.
- (x) Overtime representation will be as provided in the Local Agreement.
- (xi) A Committee member will receive the rate for the classification in which he/she is working. However, if a

Committee member is denied or defers a higher rated job due to the fact that performance of such a job might result in a conflict between attendance to his/her work and his/her union duties he/she will be paid the rate of such higher classification as long as he/she holds the position of Committee member and he/she has sufficient seniority to be otherwise working in the classification.

SECTION 13 GRIEVANCE PROCEDURE

- (a) It is the desire of the parties hereto that complaints of employees be adjusted as quickly as possible. If an employee has any complaint he/she shall first discuss the matter with the foreman concerned and may have the assistance of his/her Committee member if he/she so requests.
- (b) An employee having complied with the provisions of Section 13 (a) and who believes that the complaint has not been adjusted satisfactorily may lodge a written grievance. The employee shall be entitled to have the assistance of his/her Committee member in preparing such grievance on forms supplied by the Company. The Committee member shall give the grievance to the Local Human Resources Representative who will forward it to the proper level of authority for review and reply. As part of this review,

the grievance will be discussed by Management representatives, the Zone Committee member, the Plant Chairperson and the grieving employee, if required. A written reply to the grievance will be given within three (3) working days of the presentation of the grievance unless the employee is working 12 hour shifts in which case the written reply will be given within five (5)working days. Unless the parties have agreed to waive or extend the following time limit, 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. A further exception would involve an employee, with seniority, who is suspended, in which instance, the period of time shall be five (5) working days from the employee's receipt of written notice. 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 termination of employment.

(c) If the decision given under Section 13 (b) is not satisfactory to the employee, the grievance may be presented within five (5) working days after such decision by the employee's Committee member to the local Human Resources Representative to be taken up at a meeting arranged between management and the plant committee which will be held within five (5) working days from the time of receipt of the grievance. Unless otherwise agreed Management shall give its decision in writing to the Plant Committee Chairperson or his/her designate within 5 working days following the meeting.

- (d) If the decision of Management is not satisfactory to the employee concerned, the Chairperson of the Plant Committee may, by serving written notice within fifteen (15) days of the date on which Management's decision was received, appeal there from to an impartial arbitrator. selected by the Company and the Union. If the Company and the Union cannot agree within five (5) working days on an arbitrator, the Minister of Labour of the Province of Ontario shall be requested to select one. The decision of the arbitrator shall be final and binding on both parties. The fees and expenses of the arbitrator shall be shared equally by the parties hereto.
- (e) An employee with seniority, who is discharged, may present a grievance in writing through the Plant Committee to Management within five (5) working days of the employee's receipt of written notice of discharge and Management will review the grievance with the Committee and give 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 an arbitrator as herein provided.
- (f) The Union may file a Policy Grievance by presenting it in writing to the local Human Resources representative to be taken up at a meeting arranged between Management and the Plant Committee not later than ten (10) working days after such presentation. A "Policy Grievance" is defined as one which alleges a misinterpretationor 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. Management will give its decision to the Plant Chairperson in writing not later than five (5) working days following such meeting. If the decision of Management is unsatisfactory to the Union, the Union may appeal the matter to an impartial arbitrator as herein provided by serving written notice within 15 days of the date on which Management's decision was received.
- (g) The Company may file a grievance by presenting the difference or allegation in writing to the Plant Chairperson or his/her designate. Such grievance must be filed within five (5) working days following the date on which the circumstances giving rise to the grievance occurred. A meeting between Management and the Plant Committee will be held within ten (10)

working days following presentation of the grievance to discuss the matter in dispute. The Union will submit its reply in writing to the Company within five (5) working days following the above mentioned meeting. If the decision is unsatisfactoryto the Company, the Company may appeal the matter to an impartial arbitrator as herein provided by serving written notice within fifteen (15) days of the date on which the Union's decision was received

- (h) No matter may be submitted to any arbitrator which has not been properly carried through all previous stages of the grievance procedure and no person may be appointed as an arbitrator who has been directly involved in attempts to settle the grievance.
- (i) An arbitrator shall not alter, add to, subtract from, modify or amend any part of this agreement. An arbitrator, however, in respect of a grievance involving the suspension or discharge of an employee shall be entitled to reduce or set aside such penalty if in the opinion of the arbitrator it is just and equitable to do so.
- (j) When a grievance which affects the earnings of an employee is settled in a manner which involved a change, 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.

- (k) At any stage of the grievance procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned and any necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties to have access to the Plant to view the disputed operations and to confer with necessary witnesses.
- (I) Any grievance not carried to the next step within the time limits prescribed within, or within such extensions as may have been agreed to in writing, shall automatically be considered resolved and settled on the basis of the last decision or claim of the party not in default of the required time limits.

This provision shall be automatically extended if the Human Resources Director is out of the office for any reason. The extension will equal the number of days the Human Resources Director is out of the office plus one (1) day.

SECTION 14 DISCIPLINE, SUSPENSION AND DISCHARGE

(a) Before an employee is interviewed by a member(s) of Supervision for the purpose of investigating alleged misconduct, which may result in his/her being disciplined, suspended or discharged, he/she and his/her Committee member will be notified of such purpose and he/she will be notified of his/her right to have his/her Committee member and/or Plant Chairperson present at such an interview. If such employee is a Committee member he/she will be notified of his/her right to have the Plant Union Chairperson or his/her alternate present at such an interview. An employee will be given the opportunity to speak with a committee person and/or alternate committee person prior to the interview.

- (b) Any employee who has been suspended or discharged, shall be permitted an interview with his/her Zone Committee member and/or Plant Chairperson in an office designated by Management before he/she is required to leave the plant.
- (c) No written warning, suspension or discharge shall be held against the record of any employee if such written warning, suspension or discharge is not given or mailed to the employee within three (3) working days after the date of the circumstances or conditions which gave rise to such written warning, suspension or discharge, unless the parties have agreed in writing to waive or extend this time limit.
- (d) Any discipline will remain against that employee's record for a period of eighteen (18) calendar months, after which it will be destroyed and not used against him/her.
- (e) The Zone Committee member and the Plant Chairperson will be given or mailed a

copy of any written warning or notice of suspension or discharge as referred to in (b) above issued to an employee as soon as possible but in no event later than one working day of 24 hours after issuance of such warning or notice to the employee.

SECTION 15 MEETINGS

- (a) Meetings between the Company and the Local Union Plant Committee shall be held within five (5) working days from the time of receipt of a written agenda, submitted by the party requestingthe meeting. Unless otherwise agreed, the party in receipt of the agenda will reply in writing to each of the items on the agenda which were discussed at such meeting within five (5) working days following the meeting.
- (b) The Local Union Plant Committee will be recognized for the purpose of negotiating amendments to or modifications of any section or provision of the Local Agreement or the negotiating of a new Local Agreement.
- (c) Meetings between the Company and the Master Negotiating Committee shall be held within fifteen (15) working days from the time of receipt of a written agenda, submitted by the party requesting the meeting. Matters to be discussed at such meetings shall pertain to the Master Agreement. Unless otherwise agreed, the party in receipt of the agenda will reply in

writing to each of the items on the agenda which were discussed at such meeting within five (5) working days following the meeting.

- (d) The Master Negotiating Committee will be recognized for the purpose of negotiating amendments to or modification of any section or provision of the Master Agreement or the negotiating of a new Master and Supplementary Agreements.
- (e) At any of the above mentioned meetings, the Union Committee shall be entitled to have present with them a representativeor representatives of the National and/or Local Union Office.
- (f) The Company shall pay the Plant Chairpersons and Committee members for any meetings referred to in this Section 15 as follows:
- (i) Master Negotiating Committee
 Members who are employees of the
 Company, shall be paid eight (8) hours
 per day for any meeting(s) held
 pursuant to the provisions of 15 (c)
 and 15 (d) above.
 - (ii) Payment will be at their straight time earned rate for meetings held Sundays through Saturdays inclusive, including holidays recognized in Section 33 of the Master Agreement.

- (i) Local Plant Committee members who are employees of the Company, shall be paid eight (8) hours per day for any meeting(s) held to negotiate a new Local Agreement or for any out-ofplant meetings held for the purpose of negotiating amendments to or modifications of any section or provision of the Local Agreement during the term of that Agreement.
 - (ii) Local Plant Commit-tee members who are employees of the Company shall be paid eight (8) hours per day for any day on which they attend a special out-of-plant meeting requested by the Company.
 - (iii) Payment will **be** on the same basis as 1. (ii) above.
- Payment will also be made on the same basis as 1. (ii) above in the event that a meeting referred to in 1. or 2. above is scheduled and cancellation of the meeting by the Company takes place on the day of the meeting.
- 4. (i) Local Plant Commit-tee members who are employees of the Company shall be paid for that part of their regularly scheduled working hours devoted to attendance at any in plant meeting held with the company pursuant to the provisions of Sections 13 or 15 (a) above or for the purpose of negotiating amendments to or modifications of

- any section or provision of the Local Agreement during the term of that Agreement.
- (ii) Payment will be at their straight time earned rate for all meeting hours which are within their normal straight time shift hours Monday through Friday inclusive. For meeting hours which outside their normal straight time shift hours Monday through Friday inclusive and for all meeting hours on a Saturday, payment will be made at time and one-half (1-1/2). Payment will be made at double time (2) for all meeting hours on a Sunday or a statutory holiday recognized in Section 33 in the Master Agreement.

SECTION 16 SENIORITY

The fundamental rules respecting seniority are designed to give employees an equitable measure of security based on length of continuous service with the Company except as otherwise provided for in this Master or Local Agreement.

Employees hired in positions outside the bargaining unit and subsequently transferred to positions within the bargaining unit shall enter the bargaining unit as new employees with no seniority credit.

Employees transferred to positions outside the bargaining unit will accumulate seniority while

on such positions provided the time he/she spent out of the bargaining unit is not in excess of six (6) months. If an employee transferred as above re-enters the bargaining unit after six (6) months he/she shall re-enter the bargaining unit as a new employee with no seniority.

SECTION 17 ACQUISITION OF SENIORITY

- (a) An employee shall acquire seniority rights when he/she has worked sixty (60) days in the first twelve (12) months from his/her date of hire, in which case his/her seniority date will be his/her date of hire. If an employee does not accumulate sixty (60) worked days in the first twelve (12) months from the date of his/her hire, then, at such time as he/she acquires seniority by accumulating sixty (60) worked days his/her seniority date will be the date twelve (12) months prior to the date on which he/she acquired seniority.
- (b) An employee shall be a "probationary employee" until he/she has acquired seniority rights, at which time he/she shall become a "regular employee." The retention of probationary employees shall be solely at the discretion of the Company. However, they will be laid off and recalled pursuant to the terms of the layoff and recall provisions in each Local Agreement.

SECTION 18 LOSS OF SENIORITY

Seniority rights shall be lost and employment terminated for any of the following reasons:

- (a) If the employee voluntarily terminates his/her employment with the Company.
- (b) If the employee is discharged. Seniority will be reinstated if the discharge is found not to be for just cause through the grievance procedure.
- (c) If a laid off employee is recalled to work and fails to return as scheduled, unless within ten (10) working days following the scheduled recall he/she furnishes the Company in writing with a satisfactory explanation for the period of his/her absence.
- (d) If an employee fails to return to work on completion of a leave of absence authorized pursuant to Section 30 hereof.
- (e) If an employee is absent from work for three (3) or more consecutive working days, without notifying the Human Resources Department or Guard House, and failing then, or upon return, to furnish the Company with satisfactory explanation.
- (f) If an employee is laid off for thirty-six (36) consecutive calendar months or for a continuous period equal to the seniority the employees acquired at the time of the

- beginning of such layoff, whichever is greater.
- (g) If the employee is issued a Separation Payment cheque by the Company pursuant to the Supplemental Agreement attached hereto as Exhibit C2, his/her seniority shall be broken at any and all plants of the Company as of the date his/her application for such Separation Payment was received by the Company; provided, however, that if the employee:
 - (1) Returns the amount of the Separation Payment to the Company within 30 days of the date of the Separation Payment cheque, his/her seniority shall be reinstated as of the fourth working day following receipt of the return amount:
 - (2) Received such Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, his/her seniority shall be reinstated as though he/she had been on sick leave of absence during the period of his/her disability, provided further however, that if the period beginning with the date his/her seniority was broken because of the Separation Payment, he/she shall be given seniority equal to the amount of seniority he/she had at the date of seniority break.

- (h) Upon retirement or upon the employee's 65th birthday, if the birthday falls on the first day of the calendar month. If the employee's 65th birthday falls on any calendar day other than the first day of the month, the first day of the following calendar month.
- (i) The Company will endeavour to notify the Plant Union Chairperson within five (5) days with respect to the removal of an employee with seniority from the seniority list and will provide a seniority list as requested by the union.

SECTION 19 SENIORITY LISTS

The Company shall maintain and suitably post departmental and plant-wide seniority lists. Separate seniority lists shall be maintained for production and skilled trades employees. The Plant Chairperson and Zone Committee members will be provided copies of such lists. All seniority lists will be revised quarterly.

SECTION 20 NOTIFICATION OF ABSENCE FROM WORK

An employee, when absent, shall be required to notify the Human Resources Department or Guard as soon as possible before the start of his/her first shift on the first day of absence. Wherever possible, a minimum of one (1) hour's notice will be given for the day shift and

two (2) hour's notice for the afternoon and midnight shifts. Failing such notification, the absence may be considered unjustified.

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

SECTION 21 INTER-PLANT TRANSFERS

This section sets forth the circumstances and conditions under which an employee may transfer from one plant of the Company to another. Experimental and development work performed at the Oshawa plant for any Company division is not subject to the application of this section.

(a) If the Company decides to move work on other than a temporary basis from one plant of the Company covered by this Agreement to another plant of the Company covered by this Agreement, the Chairperson of the Master Negotiating Committee together with the Chairperson of the Plant Negotiating Committees of the plants affected will be advised as far in advance of such move as possible. Temporary is defined as a designated period of less than eight (8) months. If either party requests a meeting to discuss such transfer a meeting between Management and the Chairperson of the Master Negotiating Committee together with the Chairperson of the Plant Negotiating Committees of the Plants

affected, will be held if found necessary by either party. If such move is being made and creates job openings in the Plant to which the move is being made, the Company will post notices on bulletin boards at the respective Plants, listing resulting openings at the Plant to which the move is being made. A seniority employee may make application for transfer on forms supplied by the Company at the Human Resources Department within ten (10) working days following such posting. Applicants will be selected on the basis of seniority in the following sequence provided they are capable of performing the work available.

- Those employee applicants who, where it can be determined, lost their regularjobs as a result of such movement of work.
- (ii) The remaining employee applicants and selected applicant will be notified of his/her transfer as far in advance as possible but in no event later than five (5) working days prior to his/her reporting date. Failure to report on the date specified, unless a satisfactory explanation is provided prior to the date specified, shall mean the forfeiture of that particular transfer right. Seniority permitting, applicants for inter-plant transfers will have preference over local recalls or local applications for such job openings. Information with respect to the number of applications received for such

transfer will be provided to the respective Plant Chairpersons. An employee transferred under the terms of this provision will be credited with his/her total seniority in the plant to which he/she is transferred and forfeit all seniority rights at the former plant. Any employee transfer under the terms of this provision will be limited to once per year from date of his/her last transfer, unless his/her regular job at the new plant becomes lost by further transfer of the work (on other than a temporary basis) which resulted in his/her initial transfer

- (b) (1) An employee whose seniority is transferred between the plants of the Company pursuant to paragraph 21
 (9) will be paid a relocation allowance provided:
 - The plant to which the employee is to be relocated is at least fifty (50) miles from the plant from which his/her seniority was transferred, and
 - (ii) As a result of such relocation he/she changes his/her permanent residence and furnishes satisfactory evidence, and
 - (iii) He/she makes application within six (6) months after commencement of employment at

the plant to which he/she was relocated in accordance with the procedure established by the Company.

(2) The amount of Relocation Allowance will be determined as follows:

Kilometers	Single	Married
Between	Employee	Employee
Plants		
80 -159	\$ 730	\$1,620
160 -479	\$ 820	\$1,790
480 -799	\$ 880	\$1,870
800 -1,599	\$1,070	\$2,220
1,600 or over	\$1,240	\$2,550

(3) Should an employee be eligible to receive a relocation allowance or its equivalent under any present or future Federal or Provincial Legislation, the amount of Relocation Allowance provided under this paragraph 21 (b), 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 paragraph. However, when plants or operations are 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 limitation stated above shall not apply in such case.
- (4) Only one Relocation Allowance will be paid where more than one member of an immediate family living in the same residence is relocated pursuant to paragraph 21 (a).

SECTION 22 PREFERENTIAL HIRING

An employee with seniority laid off or contemplated to be laid off for a period of fifteen (15) consecutive working days at any plant covered by this Agreement who desires employment at another plant covered by this Agreement may make application and will be given preference for employment over other applicants.

As a convenience to laid off employees who wish to make application for employment at other plants covered by this Agreement, the Company will maintain at each plant a current list of other plants which are hiring new employees and will have available application forms. An employee hired for work at another plant will not be required to serve a probationary period but his/her seniority will be date of entry into the hiring plant. He/she will, however, retain his/her accrued fringe benefits based on his/her total Company seniority. An employee who has been hired, must report for work on the date specified by the Company or he/she will forfeit his/her right for any preferential hire for one (1) year from such

specified date. An employee who exercises the preferential hiring provisions of this Section 22 and who voluntarily resigns from the new plant for any reason, shall maintain his/her seniority status, if any, at his/her original plant. However, he/she shall not be eligible to exercise the preferential hire provisions of Section 22 at any time in the future.

If the employee receives a recall to his/her former plant, he/she shall elect:

- (a) to accept the recall to his/her former plant and forfeit all seniority rights at the hiring plant, or
- (b) remain in the hiring plant, forfeit all seniority rights at the plant from which he/she was employed but continue to retain his/her accrued fringe benefits based on his/her total Company seniority.

SECTION 23 ESTABLISHMENT OF NEW PLANTS

In the event that the National Automobile, Aerospace, Transportation and General Workers Union of Canada, is certified as the Collective Bargaining Agent for employees at a new plant of the Company, save and except those employees excluded by the certificate, doing similar or comparable work as that done by the employees covered by this Agreement, then such Agreement covering all items, where applicable, will apply to the employees of such new plant providing it is not contrary to Provincial legislation.

It is further agreed that immediately after certification in accordance with the above, the Company and Union on a local basis in the new plant shall negotiate **a** Local Agreement with respect to wages, fringe benefits and working conditions. Any such Agreement will establish equity with other plants covered by this Master Agreement providing it **is** not contrary to Provincial legislation.

SECTION 24 EMERGENCY WORK CALL-IN PAY

Should any employee perform authorized emergency work after having completed his/her scheduled shift, and before his/her starting time for his/her next scheduled shift, he/she will be paid a minimum of four (4) hours' pay at his/her straight time rate. However, if the calculated overtime payment is greater, the greater will govern.

SECTION 25 REPORTING FOR WORK PROVISION

Any employee reporting for work without having been told or advised by a foreman, supervisor or member of the Human Resources Department that there will be no work, will be given a minimum of four hours' pay at the applicable hourly rate. This provision will not apply when:

(a) Such lack of work is due to fire, flood, power failure or some other cause, clearly beyond the control of the Company.

- (b) The employee has failed to notify the Human Resources Department or the Security Guard of his/her present address and telephone number by completing the forms supplied by the Human Resources Department.
- (c) The employee reports to work on an incorrect shift due to the employees failure to follow-up on the last version of the posted production schedule.
- (d) Where every attempt to contact the employee has been made at the telephone number provided to Human Resources.

SECTION 26 INJURY ALLOWANCE

If any employee receives an injury on the job and as a resulthe/she is authorized to go home or to an outside doctor or hospital, he/she shall be paid for lost time at applicable rates for the balance of his/her shift and any authorized overtime which he/she was to work either on the day on which the injury occurred or in the continuous hours from his/her shift. An injured employee who leaves the Company premises without authorization will not be paid for such lost time unless the Company is advised in writing by the attending doctor that such lost time was justified. Transportation will be provided by the Company.

SECTION 27 SAFETY AND HEALTH

- (a) 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. In accordance with prevailing practice, approved protective devices, wearing apparel and other equipment necessary to properly protect an employee's health and safety shall be provided by the Company at no cost to the employee and shall be worn at all times by the employees. If an employee has cause to believe that a particular job is unsafe, he/she shall notify his/her foreman and the job shall then be examined by a Company representative and a Union representative to determine the extent of the hazard before the job is resumed.
- (b) Matters concerning safety are subjects for discussion with the Joint Health and Safety Committee and may be a subject for discussion at meetings between Local Plant Management and the Local Union Committee.
- (c) The Company agrees to allow employees one (1) minute of silence at 11:00 a.m. on April 28th 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.

(d) An employee has the right to refuse hazardous work which may endanger the employee(s) or other worker(s).

When an employee exercises their right to refuse they shall promptly notify their immediate supervisor who shall promptly notify the Union Health & Safety Committee Co-chair or designate who shall participate in all stages of the investigation. The Worker shall stand by at a safe place and participate fully in the investigation of the hazard. During the investigation the worker may be assigned reasonable alternative work.

The Company shall ensure that no worker is asked or permitted to perform the work of the worker who refused unless the second worker is advised of the reasons for the work refusal in the presence of the Co-chair.

If the Union Co-chair and the supervisor cannot agree on a remedy to the work refusal an inspector shall investigate the refusal to work in consultation with the employer or a person representing the employer or worker. No employee shall be discharged, penalized, coerced, intimidated or disciplined for refusing hazardous work

(e) All breathing zone samples taken at an individuals breathing zone will be entered into the individual employee's medical file.

(9 Results of air sampling, conducted inside the plant, will be posted in an area where the membership can view it.

SECTION 28 MEDICAL REPORT

- (a) Where a physical examination of an employee who has acquired seniority, has been made by the Company Physician, a report of such examination will be given to the personal physician of the employee, upon the written request of the employee to the Human Resources Office.
- (b) If the Company is unable to arrange a medical examination for a probationary employee within the first two weeks of his/her employment and the employee subsequently is released as a result of a medical examination, the Company will give a copy of the report of such examination to the personal physician of the employee upon the written request of the employee to the Human Resources Department.

SECTION 29 CHANGE OF JOB PROVISION

(a) When an employee is assigned a lower paidjob for the convenience of the Company and where work is still available on his/her own job, he/she will be paid the rate of his/her own job. (b) In the event an employee is temporarily assigned to a higher rated job classification on any given day, he/she will be compensated at the higher rate for all hours worked on that day, providing he/she works on such higher rated job classification for one (1) hour or more.

SECTION 30 LEAVE OF ABSENCE

The Company will continue its past practice in regard to the granting of leaves of absence. Accordingly:

- (a) 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. Employees failing to return to work within the three full working days after the expiration of a leave of absence will be considered to have voluntarily quit, unless they are able to give the Company a satisfactory reason for their failure to return to work. The Chairperson of the Plant Committee will be advised of leaves of absence.
- (b) An employee who willfully misrepresents the facts on which the leave of absence is granted will subject himself to disciplinary action or discharge.
- (c) An employee who is elected or appointed by the Union to engage in Union activities

will be granted a leave of absence, in writing, for a period not to exceed one year, subject to extension, provided the Union has notified the Company in writing in advance of such leave. Members of the Plant Committee will be granted a leave of absence upon reasonable notice to the Company. Seniority will accumulate during such leave.

- (d) An employee with one or more years of seniority may apply in writing for a leave of absence for the purpose of attending a recognized primary, secondary or trade school, college or university full time. Such leave will be granted providing that the course of instruction is related to the employee's employment opportunities with the Company. The employee must supply the Company proof of his/her attendance at the school, college or university upon the completion of each semester or other school term. Such leaves of absence will be limited in duration to one (lyear, subject to extension upon application. Seniority will accumulate during such leaves. This subsection will not apply to summer students who are employed by the Company.
- (e) Pregnancy and Parental Leave will be granted in accordance of the Employment Standards 2000 Act.
- (f) Emergency Leave will be granted in accordance of the Employment Standards 2000 Act.

SECTION 31 JURY DUTY PAY

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 wages (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 allowance or reimbursement of expenses) for each day on which he/she 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/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performedjury duty on the days for which he/she claims such payment.

SECTION 32 BEREAVEMENTALLOWANCE

When death occurs in the immediate family, i.e. mother or father, current spouse, child or step-child, upon notification to the Company, a seniority employee will be granted five (5) days leave of absence with pay. When death occurs to other family members, i.e. step-parent, parent or step-parent of current spouse, grandparent or grandparent of current spouse,

grandchild, brother, sister, stepbrother, stepsister, half-brother or half-sister, a seniority employee upon notification to the Company, will be granted three (3) days leave of absence with pay. All pay will be at the straight time hourly rate for the straight time hours the employee is scheduled to work (excluding Saturdays, Sundays and Holidays, and Vacation or in the case of seven day per week operations, excluding regular off days) to coincide with the services.

In the case of an employee who is granted a leave of absence due to the illness of a member of the 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.

SECTION 33 HOLIDAY PAY PLAN

(a) The holidays to be recognized and for which payment will be made to eligible employees are as **follows:**

1st Year

2nd Year

April 18, 2003	Good Friday
May 19, 2003	Victoria Day
July 1, 2003	Canada Day
September 1, 2003	Labour Day
October 13, 2003	Thanksgiving
December 22, 2003)	

December 31, 2003 January 1, 2004) January 2, 2004

3rd Year

April 9, 2004	Good Friday
May 24, 2004	Victoria Day
July 1, 2004	Canada Day
July 2, 2004	
September 6, 2004	Labour Day
October 11, 2004	Thanksgiving
December 22, 2004) December 23, 2004) December 24, 2004) December 27, 2004) December 28, 2004) December 29, 2004) December 30, 2004) December 31, 2004)	Christmas Holiday Period

(b) Each employee with seniority as of the date of the holiday who qualifies will be paid eight (8) hours' pay at his/her average straight time rate (including night shift premium where applicable) for the regular hours for the pay period in which the

holiday falls. If the qualified employee is not at work during that pay period his/her average straight time rate (including night shift premium where applicable) for the purpose of holiday pay will be based on the last pay period preceding the holiday during which the employee worked.

- (c) In order to qualify for payment for a holiday, the employee must have worked his/her last scheduled work day which must be no earlier than six (6) weeks prior to the week in which the holiday is observed. The employee must also work his/her next scheduled work day after the holiday which must be not later than eight (8) weeks following the week in which the holiday is observed. However, the six (6) and eight (8) week periods above shall apply to the beginning and ending respectively of a series of consecutive holidays as set out in Section 33 (a) above.
- (d) An employee scheduled to work on the day following the holiday, and who is late in excess of one four, will not receive payment for the holiday unless he/she can provide a satisfactory reason to the Company for his/her failure to report as scheduled.
- (e) An employee qualified by seniority, who is on a sick leave certified by a medical doctor or 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. Moreover, if the first one or more days of a series of consecutive holidays as referred to in Section 33 (a) above fell within the first month of a sick leave certified by a medical doctor, an employee will be deemed eligible for payment of holiday pay for all such days in that series. However, this latter provision would not apply in the case of an authorized leave of absence.

- (f) In the event that a holiday occurs during an eligible employee's vacation period, the qualifying periods outlined in Section (c) shall be applied immediately prior to his/her vacation period and immediately following his/her vacation period.
- (g) If an employee accepts an assignment to work on a holiday and fails to report for duty he/she will not be paid for the holiday unless he/she furnishes a satisfactory reason to the Company for his/her failure to report for such duty.
- (h) An employee who works on a holiday, as set out herein, will be paid at the rate of double time on the rate of the job he/she performs for all hours worked. In addition he/she will receive one day's holiday pay at his/her average hourly rate if qualified as per (b) and he/she works his/her next scheduled work day after the holiday.

SECTION 34 VACATION PAY

- (a) The vacation pay eligibility date shall be May 31st.
- (b) No employee shall receive less vacation pay than that to which he/she would be entitled under existing law at the time such vacation pay is payable.
- (c) (1) The expression "minimum" hours wherever used in this section shall mean a total of 1,000 hours in the vacation year which shall be the fifty-two (52) pay periods immediately preceding the vacation pay eligibility date in that year. For the purpose only of calculating minimum hours worked, hours paid for holidays not worked shall be considered as hours worked.
 - (2) Vacation pay, in each year, shall be calculated on the basis of the employee's average straight time rate for the last pay period in which he/she worked and which ended prior to April 15 or prior to May 15, whichever calculation produces the higher rate.
 - (3) Where an employee has failed to work the minimum hours in a vacation year, he/she shall be entitled to the vacation pay for that year to which he/she would have been entitled if he/she had worked the minimum hours for that year, reduced by five (5) per cent for

- each fifty (50) hours (or fraction thereof) by which he/she has failed to work the minimum hours for that year.
- (4) In computing the hours worked allowance will be made for continuous absence of five (5) working days or over to cover loss of time through certified sickness or accident on the job.
- (d) (1) Each employee who has attained the required number of years of service as of the vacation pay eligibility date and has worked the minimum hours, shall become entitled to vacation and vacation pay allowance in accordance with the following:
 - (i) One (1) but less than three (3) years' service two (2) weeks' vacation with 4% of annual earnings with the Company or eighty (80) hours' pay whichever is the greater.
 - (ii) Three (3) but less than five (5) years service two (2) weeks vacation with vacation pay of 5% of annual earnings with the Company or one hundred (100) hours whichever is the greater.
 - (iii) Five (5) but less than eight (8) years service -three (3) weeks vacation (two (2) weeks consecutive) with vacation pay of

- 6% of annual earnings with the **Company or one hundred and** twenty (120) hours whichever is the greater.
- (iv) Eight (8) but less than fifteen (15) years service three (3) weeks vacation (two (2) weeks consecutive) with vacation pay of 7% of annual earnings with the Company or one hundred and forty (140) hours whichever is the greater.
- (v) Fifteen (15) or more years service - four (4) weeks vacation (two (2) weeks consecutive) with vacation pay of 8% of annual earnings with the Company or one hundred and sixty (160) hours whichever is the greater.
- (vi) Employees with twenty (20) or more years service shall receive five (5) weeks vacation (two (2) weeks consecutive) and shall receive an additional 2% of annual earnings or forty (40) hours pay whichever is the greater. Employees will not be required to schedule this fifth week of vacation.
- (2) Vacation pay shall be calculated on an hourly basis for the period June 1 of the preceding year to May 31 of the current year, in accordance with the

- employee's total service as of June 1 of the current year.
- (3) In computing the vacation pay allowance will be made for continuous absence of five (5) working days or over to cover loss of time through certified sickness or accident on the job. In such cases, the Company will credit the earned income of the employee with an amount equal to the regular hours lost, not including overtime, due to such illness or injury at the base rate of pay of such employee and the vacation pay shall be calculated in accordance with Section 34 (c) above.
- (e) For the purposes of vacation scheduling, the vacation period shall be from June 1st through May 31st of each year. Annual vacations as provided for in (d)(1)(i), (ii), (iii), (iv), (v) must be taken within that period and cannot be cashed or accumulated from one year to the next.

SECTION 35 COST OF LIVING ALLOWANCE

(a) It is understood that the hourly wage rates as outlined in each Local Agreement include an amount of eighty-eight cents (\$0.88) which was paid as Cost of Living Allowance prior to the signing of this Agreement. The remaining six cents (\$0.06) will continue to be paid as a Cost of Living Allowance which amount was being paid prior to the signing of this **Agreement.**

(b) In addition to the above, commencing with the first pay period beginning on or after July 1, 2002, and adjusted at three month intervals thereafter, each employee covered by this Agreement shall receive a Cost of Living Allowance for each hour worked based on a 1 cent(\$.01) increase or decrease for each (\$0.075) change in the three month average of the Consumer Price Indexes published by Statistics Canada (1992 = 100) during the preceding three months as compared to the previously established three-month average of the Consumer Price Indexes. For each adjustment during the eleven three-month periods beginning July 1, 2002, and ending with the three-month period beginning January 1, 2005, in which an increase in the Cost of Living Allowance shall be required as outlined above, the amount of increase required each three-month period shall be reduced by one cent (\$0.01) up to a maximum reduction during these eleven three-month periods of eleven (\$0.11) cents; 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 one cent (\$0.01) reduction as provided herein.

- (c) 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 (b) above, any adjustment in 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.
- (d) 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 has been determined.
- (e) The amounts of Cost of Living Allowance referred to in (b) above are not added to wage rates and as such are not subject to premium payment.

SECTION 36 ANNUAL IMPROVEMENT FACTOR

The annual improvement factor provided for herein recognizes that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, each Production employee covered by this Agreement shall receive an improvement factor increase in his/her wage

rate (exclusive of cost of living allowance, shift premium and any other premiums) of twelve (\$0.12) cents per hour effective April 1, 2002, and forty (\$0.40) cents per hour effective April 1, 2003, and forty (\$0.40) cents per hour effective April 1, 2004. Each Skilled Trades employee covered by this Agreement shall receive an improvement factor increase in his/her wage rate (exclusive of cost of living allowance, shift premium and any other premiums) of twelve (\$0.12) cents per hour effective April 1, 2002 and sixty (\$0.60) cents per hour effective April 1, 2003 and sixty (\$0.60) cents per hour effective April 1, 2004.

SECTION 37 SUPPLEMENTAL AGREEMENTS

The parties to this Agreement have provided for a Pension Plan, an Insurance Program and a Supplemental Unemployment Benefit Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement which Supplemental Agreements are attached hereto as Exhibit "A", Exhibit "B" and Exhibit "C" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan, or the Insurance Program or the Supplemental Unemployment Benefit Plan shall be subject to the Grievance Procedure established in this Agreement.

SECTION 38 WORK STANDARDS

- (a) When the Company establishes work standards, they shall be made on the basis of fairness and equity in that such standards shall recognize the reasonable working capacities of experienced employees working at a normal pace with regard to the quality of work and the efficiency of operations and the recognition of ergonomic factors.
- (b) The Company, prior to any change to a work standard which has been previously established or the introduction of a new standard, agrees to discuss such proposed change or newly established standard with the Local Plant Committee. Should a dispute result between the parties the matter may be subject to the grievance procedure. The dispute should address non-standard conditions, off standard material, malfunctioning machinery, tools and equipment, machine feeds, controls and speeds and product mix. Such grievance will be processed pursuant to the provisions of Section 13 of the Master Agreement.
- (c) In the event that a grievance regarding a work standards dispute referred to in (b) above is submitted to an arbitrator, the arbitrator will be a person technically competent to deal with the dispute. The arbitrator's function will be solely to determine whether the standard is fair or

unfair. If the arbitrator determines it is fair the standard which the Company set will remain in effect. If, on the other hand the arbitrator determines the standard is unfair, then the Company is obliged to set a new standard.

(d) Where a work standard which has been changed or newly established is in dispute, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to meet the new standard.

SECTION 39 SPECIAL LAYOFF AND RECALL

Notwithstandingthe provisions of Section 3, Layoffs and Recalls, of the Local Agreements, in the event of a layoff 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 Local 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 department(s) affected with less than one (1) year's seniority will be laid off first and any subsequent layoffs by inverse seniority will be by job or wage classification by department. 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 department(s) concerned, Management 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.

SECTION 40 SUB-CONTRACTING

The Company agrees that it will give priority to its own employees in performing Skilled Trades, Maintenance and Service work in the plants covered by this Agreement provided that the Company has the manpower, skills, equipment and facilities to do so and the work can be performed to required specifications and within projected time limits.

The Company further agrees that it will not sub-contract work normally and historically performed by the maintenance group if employee(s) in the affected skilled trades group are on lay off or not fully utilized as provided for under the respective local agreements. It is understood that this will not apply in cases where the Company does not have the manpower, skills, equipment and facilities to do so and the work can not be performed to required specifications and within projected time limits.

SECTION 41 SPECIAL PLACEMENT

Should an employee have a permanent condition, either by sickness, injury, or for any other acceptable reason and is no longer capable of performing his/her regular job. every effort will be made by the Parties to place such employee in another job which he/she is capable of performing. A Local Joint Committee which includes the local Union and Company Certified Safety Representatives will meet to identify jobs that the employee is capable of performing. Upon agreement of the Local Joint Committee, a qualified third party may be utilized to determine proper placement. All exceptions to the seniority provisions of this Agreement must be mutually agreed to by the Company and the Union.

SECTION 42 AGREEMENT

The Company undertakes to forward the copy of this Agreement to a Union printer within thirty (30) days of signature. The Company further agrees to promptly distribute such printed copies of this Agreement to all employees of the Company.

SECTION 43 MODIFICATION, RENEWAL AND TERMINATION

This Agreement shall become effective April 1, 2002, and shall continue in effect until March 31, 2005. It shall continue from year to year

thereafter unless either party gives notice in writing to the other party not earlier than ninety (90) days nor later than thirty (30) days prior to the date of expiration to terminate or renew this Agreement or to negotiate a revision thereof

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 will 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.

This Agreement supersedes all previous Agreements and Memoranda relating such previous Agreements. Signed at Montreal, Quebec, this 1st day of April, 2002.

FOR THE COMPANY: LOCAL UNION:

D. Weatherby H.J. Bono K. Hamer J.D. Smith **F.** Taylor B. McGuire G. Ingram B.E. Ormiston D. Paquette R. Thamvette C. Vani S. Dionne M. Durocher A. Nasab J. Bernique **R.** Brown M. Seguin P. Martel A. Boa

FOR THE NATIONAL UNION:

M. Reuter

S. Gill

H. Metic

ARTICLE 1 SKILLED TRADES MASTER

- (a) Skilled trades for the purpose of this Appendix will be listed in the Local Agreements.
- (b) The term "Production" as used in this Appendix refers to all departments not included in the Skilled Trades.
- (c) All provisions of the Master and Local Agreements and all related benefits, when applicable, shall apply to the employees of the Skilled Trades sections, except as otherwise expressly provided for in this Appendix
- (d) It is understood and agreed that each Skilled Trade as listed in the respective Local Agreements has a work content and priority area as established by practice. Such practice will be continued during the life of this Agreement. If the situation should necessitate a change in this practice the parties will confer. It is understood that a temporary assignment of work to another Skilled Trade will not form a priority area or work content of the trade to which it has been assigned.

ARTICLE 2 DEFINITIONS

- (a) Journeyman The term "Journeyman" as used in this Appendix shall mean any person who:
 - has completed a bona-fide apprenticeship program in accordance with Ontario government standards and possesses proof of such apprenticeship service, or
 - (2) holds a recognized C.A.W. journeyman card in the trade in which he/she claims recognition, or
 - (3) has eight (8) years practical and general experience covering all phases laid down in the apprenticeship course applicable to the trade is which he/she claims journeyman status and possesses ample proof of such experience, or
 - (4) has obtained a Stationary Engineer's Certificate in accordance with the Operating Engineers Act of Ontario 1977.

Entry into the trades shall be restricted to persons,

(1) who qualify as journeymen under the provisions set forth in the immediately preceding paragraph or

- (2) who qualify for journeyman status through any apprenticeship program which may be negotiated by the parties or
- (3) who provide documents at date of hire proving their claim to journeyman status both to the Company and the Union Trades Representative or
- (4) who provide documents within fifteen (15) working days of being promoted from any classification.

ARTICLE 3 EMPLOYMENT

- (a) Employment in a Skilled Trade shall be limited to Journeymen and Apprentices except when the provisions of Article 3 (b) and (c) will apply.
- (b) Supplemental Helpers may be employed to assist Journeymen in a Skilled Trade for temporary periods up to thirty (30) days provided however, that if Journeymen are unavailable, the temporary period referred to above may be extended for a further period, but in any event, not to exceed sixty (60) days in total.
- (c) Employees in a Production group may be employed to do labour work associated with Skilled Trades during the maintenance clean-up period normally scheduled in the summer months.

ARTICLE 4 ACQUISITION OF SENIORITY FOR LAY-OFF AND RECALL PURPOSE

A newly hired probationary journeyman shall acquire seniority rights in a Skilled Trade consistent with the provisions of Section 17 (a) of the Master Agreement.

If a probationary journeyman in one skilled trade is transferred to another skilled trade, all time worked in either skilled trade will be credited for his/her acquisition of seniority. However, once he/she has acquired seniority, his/her seniority date will be his/her date of entry into the latter skilled trade.

The retention of probationaryjourneymen shall be consistent with the provisions of Section 17 (b) of the Master Agreement.

ARTICLE 5 APPLICATION OF SENIORITY

The application of seniority in the Skilled Trade departments shall be by non-interchangeable occupations or trades within a department as appear in the flow charts of each local Skilled Trades Agreement.

Seniority lists shall be by basic trades or occupations.

ARTICLE 6 ACCUMULATION OF SENIORITY

- (a) Unless otherwise agreed by the parties concerned, a Journeyman or Apprentice in a skilled trade will have date of entry seniority in such skilled trade and shall continue to accumulate plant-wide seniority.
- (b) A supplemental helper shall not accumulate seniority within a skilled trade but shall accumulate plant-wide seniority.

ARTICLE 7 SUPPLEMENTAL HELPERS

APPLICATION

An employee interested in employment as a Supplemental Helper will be required to complete an application form obtainable at the Human Resources Department, indicating all pertinent data, such as trade requested, individual qualifications, ability and proven trade related experience.

All applications will become canceled the first day of January of each year: however, an employee who desires to renew his/her application may do **so.**

SELECTION

Supplemental Helpers will be obtained in the following manner and sequence:

- Laid off Journeymen, Apprentices, or Probationary Journeymen with relevant experience, and in line with their trade seniority.
- (2) Production employees with relevant experience providing they prove acceptable to the Company for such work, when in the opinion of the Company, experience and ability are relatively equal, seniority will prevail.
- (3) New Hires, providing other employees are not available.

ARTICLE 8 LAYOFF AND RECALL PROCEDURE

- (a) A production employee cannot exercise his/her seniority to displace a Journeyman, Apprentice or Supplemental Helper within a Skilled Trade. Conversely, a Journeyman, Apprentice or Supplemental Helper cannot exercise his/her seniority to displace an employee in the Production Group except as herein provided.
- (b) In the event of a layoff from a Skilled Trade the following procedure shall apply:

First - Supplemental Helpers who were obtained in accordance with Article 7 (2) and (3) will be laid off from the affected Skilled Trade in the inverse order of seniority and will exercise their seniority in the Production Group in accordance with

the layoff and recall section of the applicable Local Agreement.

Second - Supplemental Helpers who were obtained in accordance with Article 7 (1) will be laid off from the affected Skilled Trade in the inverse order of seniority.

Third - Probationary Journeymen will be laid off from the affected Skilled Trades.

Fourth -Journeymen will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade. A Journeyman to be laid off from his/her trade may exercise his/her total seniority to displace the most junior supplemental employee who is employed in another Skilled Trade, provided, however, that such Journeyman has the necessary skill and ability.

Fifth - Apprentices will be laid off from the affected Skilled Trade in the inverse order of their date of entry seniority within such Skilled Trade and in accordance with Article 6 of the Apprenticeship Program.

- (c) Recalls of Journeymen, Apprentices, or Probationary Journeymen within a Skilled Trade shall be made in the reverse order of layoff within such Skilled Trade affected.
- (d) Skilled Trades flow chart for layoff and recall purposes appears in each respective Local Agreement.

- (e) A laid off seniority Journeyman or Apprentice, after serving a layoff of thirteen (13) consecutive weeks can elect within a period of fifteen (15) calendar days thereafter, to continue on layoff or exercise his/her total plant seniority, if sufficient to displace the most junior employee within the Production group in accordance with the Production Lavoff and Recall Provisions of the respective local Agreements. It is further understood that the option of exercising his/her total plant seniority in the Production Group may only be exercised once during a skilled trades employee's period of employment. The Skilled Trades employee who either exercises his/her total plant seniority in Production or who elects to remain on layoff, will still retain his/her recall rights to his/her former Skilled Trade. However, a skilled trades employee working in Production, who rejects a recall to his/her former skilled trades classification will automatically have his/her total plant seniority vested in Production and forfeit recall rights to his/her former skilled trade.
- (f) In the event that the Company hires a laid off probationary Journeyman employee into a Production Group, the employee will forfeit any claim to his/her Skilled Trade and will be required to serve the full probationary period in production as outlined in Section 17 of the Master Agreement. Should such employee be laid off from production and rehired into a Skilled Trade as a probationary

Journeyman, he/she will be required to serve the full probationary period with the Trade as outlined in Article 4.

If circumstances arise that are not covered in this article, the local Union Committee and Management will confer.

ARTICLE 9 DISCONTINUANCE OR ELIMINATION OF A SKILLED TRADE

Where the work of a skilled trade is discontinued or eliminated, or a journeyman or apprentice has served a layoff of six (6) consecutive months from his/her Skilled Trade, the "parties" will endeavour to place the appropriate number of employee(s) of the affected department in another Skilled Trade for which they may qualify as either a Journeyman or Apprentice in accordance with Article 6. In the event such is not possible, the provisions of Article 8 (e) shall apply.

ARTICLE 10 OVERTIME DISTRIBUTION

When overtime is scheduled in **a** Skilled Trade overtime sharing group, such overtime will be distributed evenly as far as possible among those employees presently working in such overtime sharing group. Such overtime will be offered first to the Journeyman and secondly to the Apprentice in such overtime sharing group and thirdly, to supplemental employees in such overtime sharing group.

Overtime sharing in the Skilled Trades will be by sharing groups as listed in Local Agreements.

ARTICLE 11 PERMANENT TRANSFERS

- (a) Should an employee in one Skilled Trade, possessing Journeyman qualifications in another Skilled Trade, as listed in the Local Agreement, be granted a transfer from his/her present Skilled Trade into such other Skilled Trade job vacancy, he/she shall retain seniority in his/her former Skilled Trade for thirty (30) working days, at which time he/she will forfeit his/her seniority rights in the former Skilled Trade and establish seniority, as per Article 6 (a) in such other Skilled Trade.
- (b) A Journeyman in a Skilled Trades Department will have priority transfer rights to another Skilled Trade within that department over other applicants from another Skilled Trade Department or new hires providinghe/she has the necessary qualifications, ability and proven trade related experience.
- (c) Transfers made under this Article are limited to once yearly.

ARTICLE 12 SPECIAL PLACEMENT

Should a Skilled Trade employee become incapacitated by either sickness, injury or for any other acceptable reason and is not longer capable of performing his/her regular skilled work, every effort will be made by the "Parties" to place such employee in another skilled trade which he/she is capable of performing in accordance with the provisions of Section 41 of the Master Agreement, and he/she will have total seniority in the latter Skilled Trade.

ARTICLE 13 DEDUCTION OF SKILLED TRADES COUNCIL MEMBERSHIP DUES

The Company agrees to deduct Canadian Skilled Trades Council dues as may be adopted by the Canadian Skilled Trades Council.

The first deduction is to be made from the employees from the first pay received after completion of the probation period. Future deductions are to be made in January of succeeding years, or upon completion of one (1) month's work in that calendar year.

ARTICLE 14 LINES OF DEMARCATION

The Union and the Company agree that it is desirable to resolve problems in connection with work assignments of employees in the Skilled Trades classifications at the early stages of discussion.

If unresolved at such early stages, the Chairperson of the Plant Committee may request the Director, Human Resources to arrange a special meeting to hear the Skilled Trades Representative'sviews. Such special conference will be attended by the Plant Skilled Trades Representative and the appropriate Plant Management representative for Maintenance, and the Director, Human Resources, and may be attended by the Plant Manager and a representative from PPG Industries Inc. The Trades Director of the National Union or his/her specified Staff Representative may attend the conference.

If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is not resolved, the Skilled Trades Representatives will provide the Company with a written statement, setting forth all the facts and circumstances surrounding the case and the position taken by the Union. Within a reasonable period of time thereafter, the Company will give the Union a complete statement of the facts of the case and the reasons for its position.

Within thirty (30) days of such delivery, the Union shall notify the Company that the case has been withdrawn without prejudice or it may be appealed to an arbitrator for a final and binding decision. Such arbitrator shall be a person who is technically competent to deal with such a problem and will be selected under Section 13 of the Master Agreement.

ARTICLE 15 APPRENTICESHIP AGREEMENT

The parties to this Agreement have provided for an Apprenticeship Program attached hereto as Exhibit "A" which will be made part of this Agreement.

EXHIBIT "A" TO THE MASTER APPENDIX - SKILLED TRADES

APPRENTICESHIP PROGRAM between PPG CANADA INC.

and the

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

and its

LOCALS No. 222 AND No. 1661

April **1,2002**

to

March 31, 2005

ARTICLE 1 DEFINITIONS

- (a) The term "Company" shall mean PPG Canada Inc.
- (b) The term "Union" shall mean the duly authorized representatives of the National Union, United Automobile, Aerospace and Agricultural Implement Workers of Canada (C.A.W.-Canada), and its Locals No. 222 and No. 1661.
- (c) "Registration Agency" on labour standards shall mean the Industrial Training Branch of the Ministry of Colleges and Universities.
- (d) "Registration Agency" for the apprentice as a student covering related instruction, shall mean Community College selected or an appropriate Board of Education."Apprentice Contract" shall mean a written agreement between the Company and the person employed as an apprentice, which contract shall be approved and signed by the Chairperson and Secretary of the Committee and registered with the Registration Agencies and the Local Union.
- (e) "Apprentice" shall mean a person engaged in learning and assisting in the trade to which he/she has been assigned under these standards and who is covered by a written agreement providing for his/her training in accordance with these

- standards of apprenticeship and who is registered with the Registration Agencies.
- (f) "Committee" shall mean the Local Joint Apprenticeship Committee organized under these standards.
- (g) "Apprentice Coordinator" shall mean the person employed by the Company or the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.
- (h) "Standards of Apprenticeship" shall mean this entire document, including these definitions.

ARTICLE 2 APPLICATIONS

1. Present Employees

- (a) Notice of apprenticeship openings for specific trades will be posted on the Company's Bulletin Boards for a period of five (5) days.
- (b) Applications for apprenticeship will be accepted by the Human Resources Department from employees.
- (c) Applicants meeting the minimum eligibility requirements as outlined in Article 3 will be turned over to the Joint Apprenticeship Committee for their evaluation.

2. Outside Applicants

The Human Resources Department will assess and evaluate outside applicants and ensure that the minimum eligibility requirements as outlined in Article 3 are met. Applications will then be turned over to the Joint Apprenticeship Committee for their evaluation.

ARTICLE 3 APPRENTICESHIP ELIGIBILITY REQUIREMENTS

- (a) Selected applicants will be subject to a battery of tests and be interviewed for an assessment of their qualifications.
- (b) Selection of apprentices under this program shall be based on the test results referred to in 3 (a) above as well as the applicants' skill, efficiency and ability to perform the work. The above being relatively equal, seniority shall govern.
- (c) When apprentices are selected, such selections shall be on the basis of two (2) from employees, then one from outside the Company. However, more applications from outside may be selected in the event that sufficient qualified employee applicants are not available.
- (d) Selection of apprentices under this program shall be made in accordance with Article 3 (a), (b), (c) above and Section 9 of the Master Agreement.

- (e) In order to be eligible for apprenticeship under these standards, the applicant must meet the following minimum qualifications:
 - Applicants must have grade 12 education or its equivalent;
 - Applicants must have attained a passing mark on the screening tests;
 - (3) Applicants must be 18 years of age or older:
 - (4) Applicants must be physically able to work in the trade.

ARTICLE 4 CREDIT FOR PREVIOUS EXPERIENCE

(a) Credit for previous experience in an apprentice training program may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given the apprentice at the time he/she has satisfactorily demonstrated that he/she possesses such previous experience and is able to do the job, or possesses the educational knowledge for which he/she is requesting credit under the related training schedule. At the time such credit is given. the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

(b) Any contemplated credit for such training will be reviewed by the Committee.

ARTICLE 5 TERM OF APPRENTICESHIP

- (a) The term of apprenticeship shall be normally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of 1,000 hours each. The hours spent on related training shall be considered as hours worked for purposes of calculating the hours referred to in this Article.
- (b) Not more than 10 percent of the total time may be assigned to optional work as set forth in the standards. Deviations from such limitations must be approved by the Committee

ARTICLE 6 NUMBER OF APPRENTICES

(a) The number of apprentices that may be employed in the trade shall be in accordance with the following schedule:

	No. of Journeymen	Ар	No.of Apprentices	
Machine Repair:	1-5 6-11 12-17 18-23 etc.	= = =	1 2 3 4	
Tool Maker:	1-5 6-11 etc.	=	1 2	
Electrician:	1-5 6-11 etc.	=	1 2	
Pipefitter:	1-5 6-11 etc.	=	1 2	

(b) Where there are no journeymen laid off or available in the trade, or where the impact of early retirement could create a skilled manpower shortage, the Parties may mutually agree to add apprentices over and above the number shown here.

ARTICLE 7 STANDARD WORK WEEK

To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be 40 hours.

- (a) Apprentices may be assigned to overtime work as specified in Article 11 of the Master Appendix Skilled Trades, in the equalization group with which the course of their training is currently associated.
- (b) In case an apprentice is required to work overtime, he/she shall receive credit on the term of apprenticeship for only the hours worked.

ARTICLE 8 RELATED TRAINING

Each apprentice shall be required during the period of his/her apprenticeship program to complete a program of related and supplemental classroom instructions as required by the Ministry of Colleges and Universities in conjunction with the applicable Community College.

ARTICLE 9 PROGRESS REPORTS

(a) An accurate record shall be kept of the hours worked for each apprentice under the training program. These hours shall be recorded on appropriate forms. (b) Progress reports will be issued as soon as possible.

ARTICLE 10 APPRENTICE RATE SCHEDULE

Each apprentice, provided he/she maintains satisfactory progress, shall receive a basic hourly rate in accordance with the following schedule: The 8,000-hour period of apprenticeship shall be divided into eight (8) equal periods of 1,000 hours each. The starting rate will be equal to 65% of the journeyman's base rate. The apprentices shall be entitled to an increase equal to one-eight (1/8) of the difference between the starting rate and the applicable journeyman rate at the completion of each 1,000-hour period. However, the starting rate for apprentices selected from seniority employees will be equal to 75% of the journeyman's base rate.

- (a) An apprentice who is given credit for previous experience shall be paid the wage rate for the period for which the employee was credited.
- (b) Upon graduation, an apprentice will receive a rate of payment not less than the rate paid to skilled journeymen in the trade in which he/she has served his/her apprenticeship after approval of his/her completion of training.

(c) The term "journeyman" when used in the Apprenticeship Program will mean a person who: (1) has satisfactorily completed a bona fide apprentice training course as provided by the Company, or (2) fulfills one of the definitions as outlined in Article 2 of the Collective Agreement.

ARTICLE 11 JOINT APPRENTICESHIP COMMITTEE

- (a) This Committee shall be composed of an equal number of members, half of whom shall represent the Company and half of whom shall represent the Union. The Director, Human Resources or his/her designate shall act as Chairperson of this Committee. The Secretary shall be a union member. The Committee shall meet at least once a month or on call of the Chairperson or Secretary. The Union shall appoint its members of the Joint Apprenticeship Committee from the plant, one of which shall be a journeyman. This Committee shall not exceed a total of four (4) members.
- (b) Each Union member of the Joint Apprenticeship Committee will be paid his/her regular rate for time spent working on official business of the Joint Apprenticeship Committee for the hours he/she would otherwise have worked in the plant.

(c) It shall be the duty of the Committee:

- (1) To ensure that applicants who meet the minimum qualifications are interviewed, assessed, counseled, and impressed with their responsibilities in the program. The acceptance or reaction of applications for apprenticeship shall be governed by the standards established in Article 3 (a), (b) and (c), of this program.
- (2) To review the test results referred to in Article 3 of this Program.
- (3) To review the amount of credit to be given for previous experience and training.
- (4) To place apprentices under agreement.
- (5) To establish with representation of the applicable Community College the content and schedule of the course or courses for the apprentices.
- (6) To offer constructive suggestions for improvement of training on the job.
- (7) To certify the names of graduate apprentices in accordance with Article 9 of this program. No certificates will be issued unless approved by the Committee.

(8) To conduct orderly monthly meetings or as required. Minutes of such meetings will be provided by the Company.

ARTICLE 12 APPRENTICE CONTRACT

Every apprentice shall be required to sign an Apprentice Contract.

ARTICLE 13 CO-ORDINATION OF APPRENTICES

Apprentices shall be under the general direction of the Apprentice Coordinator and under the immediate direction of the Supervisor of the Department while working with a journeyman to whom assigned. The Apprentice Coordinator is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training.

The Apprentice Coordinator, or an individual charged with this responsibility, in consultation with the Joint Committee, shall prepare adequate record forms to be filled in by the foreman under whom the apprentices receive instruction and experience. Supervisor shall make a report at least every thirty (30) days to the Apprentice Coordinator on the work and progress of the apprentices under their supervision.

If the Apprentice Coordinator finds that an apprentice shows a lack of interest or does not

have the ability to become a competent tradesman, he/she shall place all the facts in the case before the Joint Committee for its decision. Under these circumstances, an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes, or his/her contract may be terminated. The Registration Agencies shall be advised of all terminations.

ARTICLE 14 SENIORITY OF APPRENTICES

Upon satisfactory completion of the Apprenticeship Program, the apprentice will be given 100% credit for seniority of time spent in the Apprenticeship Training Program in his/her trade in accordance with Article 6 (a) of the Master Agreement.

Apprentices will exercise their seniority in their own group. For example, if there are three apprentices in any specific trade and a reduction in this number is required, the first enrolled in the program shall be the last laid off and the last laid off shall be the first to be recalled.

An employee having seniority in the plant who enters the Apprenticeship Training Program shall, during the period of his/her apprenticeship, retain and accumulate seniority in the plant, and if dismissed from the Apprenticeship Training Program, he/she shall return to the Production group in accordance

with Section 3 of the respective Local Agreement.

An employee having seniority in the plant who enters the Apprenticeship Training Program, and during the period of his/her apprenticeship is laid off from the Apprenticeship Training Program, may return to the Production group in accordance with Article 8 (e) of the Master Appendix Skilled Trades.

An apprentice hired directly into an apprentice classification shall for the purposes of layoff, recall and benefit coverage have a seniority date with the Company consistent with his/her date of entry once his/her probationary period has been successfully completed as per Section 17 of the Master Agreement and in the event of layoff may apply for production pursuant to Article 8 (e) of the Master Appendix Skilled Trades.

MASTER APPENDIX SKILLED TRADES

Entered Into This First Day of April 1, 2002

Between PPG CANADA INC.

(hereinafter referred to as the "Company")

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

affiliated with the Canadian Labour Congress and its Local No. 222 and No. 1661

Dated at Montreal, Quebec this 1st day of April, 2002.

FOR THE COMPANY: LOCAL UNION:

D. Weatherby H.J. Bono K. Hamer J.D. Smith F. Taylor B. McGuire G. Ingram B.E. Ormiston D. Paquette C. Vani R. Thamvette S. Dionne A. Nasab M. Durocher J. Bernique R. Brown M. Seguin P. Martel A. Boa

FOR THE NATIONAL UNION:

M. Reuter

S. Gill

H. Metic

LETTERS OF UNDERSTANDING MASTER AGREEMENT

(The following letters of understanding which were furnished to the C.A.W. contain undertakings and commitments on the part of the Company for the duration of this Agreement unless changed by mutual agreement. They are not part of the Master Agreement but have been included in this booklet for information purposes.)

INDEX LETTERS OF UNDERSTANDING

	Letter	
	No.	Page
Sub-contracting	1	95
Grievance Procedure		
-Special Meeting	2	97
Loss of Seniority - Voluntary		
Termination or Involuntary		
Absence	3	99
Workplace Safety Insurance		
Board/Sickness and Accident		
Benefit Options	4	101
Identificationof Employee's		
Immediate Supervisor	5	102
Student Employment	6	104
Skilled Trades –		
Coveralls, Tools and Vacations	7	106
Pay Periods	8	108
Early Retirement Pensions	9	109

10	112
10(a)	112
11	116
12	117
13	119
14	121
15	123
16	124
17	125
18	127
19	128
20	130
21	132
22	134
23	135
24	136
25	138
26	139
27	140
	10(a) 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26

Letter No. 1 PPG CANADA INC.

Sub-Contracting

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

With respect to Section 40 of the Master Agreement, Sub-Contracting, it is further agreed that the efficiencies and economics involved and the recognized importance of job security of Skilled Trades, Maintenance and Service employees are necessary considerations in making a decision to subcontract.

The Company further agrees that prior to letting a contract for the performance of Skilled Trades, Maintenance and Service work, Management representatives will discuss the matter with the Plant Chairperson and Committee member concerned. The advance discussion will include information as to the nature, scope and approximate dates of the work to be performed and the reason or reasons why Management is contemplating sub-contracting the work. The Plant Chairperson and Committee member concerned will be afforded the opportunity to

comment on the Company's contemplated plans for sub-contractingthe work in question Management will be expected to review such contemplated plans in light of the Union representative's comments and to give appropriate weight to those comments.

In the event there are skilled trades employees on forced layoff, the Company will not subcontract work within that particular trade until such decision is discussed in advance with the Skilled Trades Committee member. After such discussion, laid-off skilled trades employees may be offered the work provided such work has normally been performed within the affected trade, is within the capabilities of the laid-off employees, can be completed in a timely manner, with due regard to the scope of the work and relevant economic considerations.

It is understood that the "Service" as stated in the provisions of Section 40 of the Master Agreement and this letter of understanding includes truck driving and plant cleanup work as presently performed in the respective plants.

Yours truly, PPG CANADA INC.

Letter No. 2 PPG CANADA INC.

Grievance Procedure - Special Meeting

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This will confirm certain understanding reached during negotiations concerning Section 13 of the Master Agreement (Grievance Procedure).

The Union and Company agree that it is desirable to attempt to resolve grievances at the earlier stages of the grievance procedure. However, the parties also recognize that some grievances will be processed to arbitration. In such cases, if either party feels that a meeting between senior officials of the Company and the Union might assist in resolving the dispute the local plant committee or local management may, within five (5) days following management's decision under Section 13 (c), request such a meeting. If the party receiving such request is in agreement, a meeting will be held within five (5) days following the request. Such meeting will be attended by the Director, Industrial Relations or his/her designate on behalf of the Company and the

National President of the C.A.W. or his/her designated on behalf of the Union. Any agreement reached at such a meeting will be put in writing and will be final and binding on the parties.

This understanding is not intended to add another step to the grievance procedure nor to substitute negotiation for the arbitration process.

Ten (10) working days prior to the special step meeting the Local Management and Plant Committee will provide an agenda of the grievance(s) to be heard. A copy of the grievance(s) and all reply documents, copies of any pertinent information, discipline records, etc. and a fact sheet describing the details of the matter to be read along with the positions of both parties to the Director of Industrial Relations or designate and the National Representative in an effort to disclose all facts prior to this meeting.

Yours truly, PPG CANADA INC.

Letter No. 3 PPG CANADA INC.

Loss of Seniority Voluntary Termination or Involuntary Absence

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter makes reference to Section 18 of the Master Agreement and sets forth the Company's intent with respect to loss of seniority in the event of voluntary termination or involuntary absence.

- (a) In the event that an employee quits, the Company will notify the Plant Chairperson 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 and his/her reasons for quitting will be reviewed, his/her resignation will be rescinded, in which case he/she will be retained with full seniority rights.
- (b) In the event that an employee is absent involuntarily for such reason as serving a

jail sentence, the Company will review the facts in considering whether or not to grant a leave of absence. However, if the employee loses his/her seniority he/she may file a grievance within three (3) days following the expiration of his/her involuntary absence.

Yours truly, PPG CANADA INC.

Letter No. 4 PPG CANADA INC.

Workplace Safety and Insurance Board Sickness and Accident Benefit Options

pril 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

It is understood and agreed that any employee who has been injured and subsequently claims Workplace Safety and Insurance Benefits will, if such claim is contested by the Company or the Workplace Safety and Insurance Board, be permitted to claim an advance from Sickness and Accident benefits during the time period in which the Workplace Safety and Insurance Benefit claim is being processed provided the filing of requisite S & A documents and a signed "Waiver Form" supplied to the Company.

Yours truly, PPG CANADA INC.

Letter No. 5 PPG CANADA INC.

Identification of Employee's Immediate Supervisor

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, the matter **of** the identification **of** an employee's immediate supervisor was discussed.

In order that an employee know the name of his/her immediate Supervisor, the Company will indicate the name of the Supervisor in charge of a shift in a department. Where a regular Supervisor is not employed on a shift within a department, a General Supervisor or Operations Supervisor will be in charge. The employee affected will be notified of any changes in supervision.

It is Company practice that under normal circumstances an employee will be supervised by his/her immediate Supervisor and a member of supervision who wishes to issue instructions to an employee not under his/her direction will do so through that employee's

Supervisor, except in cases of emergency or when the employee's immediate Supervisor is not available.

Yours truly, **PPG CANADA INC.**

Letter No. 6 PPG CANADA INC.

Student Employment

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, the subject of special status for student hires was discussed in connection with Section 17 of this Master Agreement, and the following understanding was agreed upon:

- (a) Should students be employed by the Company for work during the summer period, they will be granted special temporary status wherein the provisions of Section 17 for acquisition of seniority will not apply. As a condition of such employment, each student must supply the Company with a statement that it is his/her intention to accept temporary employment only for the summer period. The employment status of all students will be reviewed by the parties at the end of August. In any case, all students hired for temporary summer work will be terminated at the end of their summer vacation period.
- (b) Students hired under (a) above will be subject to the same wage rate applicable

to other employees and will not be eligible for enrollment in the various benefits programs provided for in the Supplemental Agreements referred to in Section 37 of this Agreement, unless otherwise specifically exempted in the Supplemental Agreements. Their retention will be solely at the discretion of the Company. In the event of layoff or recall during the period of their employment, they will be laid-off in reverse order of their dates of hire prior to all seniority and probationary employees and will be recalled in order of their dates of hire after all seniority and probationary employees have been recalled.

(c) If, at the termination of such temporary employment, a student then wishes regular employment with the Company, it will be necessary for him to make appropriate application to the Company. Such application will be considered on the same basis as all other applications for employment and will not be given preference over other applications. If the student's application is accepted, acquisition of seniority will begin as of the date of hire for regular employment in accordance with Section 17 of the Agreement.

Yours truly, PPG CANADA INC.

Letter No. 7 PPG CANADA INC.

Skilled Trades Coveralls, Tools and Vacations

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During negotiations the Company agreed to the following:

- (1) Present practice will continue with respect to the issuing of coveralls and smocks.
- (2) The Company will continue **its** present practice with respect to the equivalent replacement of hand **tools**. In the event of theft, the theft must be substantiated.
- (3) The Company in scheduling vacations to its Skilled Trades employees will establish a rotational system within each Skilled Trade in order that each employee within the trade will be given an opportunity, where possible, during the course of his/her employment to have first choice as to the time of his/her vacation in a given year.

(4) The Company will continue its present practice of making available the necessary tools required to be used on equipment designed and manufactured metrically.

Yours truly, PPG CANADA INC.

Letter No. 8 PPG CANADA INC.

Pay Periods

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company intends to continue the present pay period and to retain present practices with respect to the issuing of pay as far as it is possible to do so.

Yours truly, PPG CANADA INC.

Letter No. 9 PPG CANADA INC.

Early Retirement Pensions

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During negotiations the subject was discussed of providing Early Retirement Pensions under Article 4.04 (a) of the Pension Plan Agreement for employees age 55 or over who are not eligible for Total and Permanent Disability Pension or Extended Disability Benefits, but who for reasons of age or partial disability are unable to perform work in the Company satisfactorily on a regular basis.

The Company agrees that when the above circumstances arise, every consideration will be given to providing such employees with a pension based on credited service to the date of early retirement but not subject to actuarial reduction. Each individual case will be discussed first between Local Management and the Local Plant Union Committee, with appropriate involvement of the employee concerned. Where agreement is not reached at this level, the case may be appealed to the

Pension Board of Administration. Discussions will give due consideration to the employee's age, his/her length of service with the Company, and the reasons for the employee's inability to perform satisfactorily on the job.

Yours truly, PPG CANADA INC.

Letter No. 10 PPG CANADA INC.

Disability Dispute Resolution Process

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Human Resources Director and the Plant Chairperson want to establish a satisfactory procedure for processing disability claims. The parties agree to monitor the Disability Dispute Resolution Process over the term of the agreement.

On a periodic basis the Human Resources Director and the Plant Chairperson will meet to assess the current procedure. Such a meeting may include but is not limited to:

- A review of reports from the IME examiner, the employee's attending physician, plant physician.
- Each IME must be approved jointly by the Company's physician and the employee's physician.

Yours truly, PPG CANADA INC.

Letter No. 10 (a) PPG CANADA INC.

Disability Dispute Resolution Process

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company and the Union wish to see short and long term disability claims processed in a fair and expedient manner. The following provisions will be implemented upon date of ratification.

(A) Notice of Suspension of Disability Benefits

The insurance carrier will provide an employee on disability leave with at least two weeks written notice of intention to suspend benefits. The notice will state intended date of suspension, the reason for suspension, and, if appropriate, any actions the employee may take to maintain benefit continuation. The Union Plant Chairperson will receive a copy of the notice.

(B) Dispute Resolution Process

Where there is a dispute between two physicians on the ability of the employee to return to work, the dispute shall be handled in the following manner:

- The Company will instruct the carrier to provide the physicians with a description of the employee's job duties. The physicians will be asked to discuss the case by phone to see if there is agreement.
- 2. If the physicians still disagree, the employee's physician and the Company physician shall review the matter and determine the appropriate examiner (i.e. general practioner, specialist) for a third party independent medical examiner (IME). The IME determination shall be binding.
- The Company will give the employee 48 hours advance written or verbal notice of the scheduled third party examination. If the employee fails to attend the examination as scheduled without a valid reason, benefits will be suspended.

(C) Conditions in the Dispute Resolution Process

During the Dispute Resolution Process as described in Section B, the following conditions shall apply:

- If an employee fails to show up for a scheduled examination, reasonable effort will be made to determine why the employee failed to show up for such examination.
- The IME's examination report (both verbal and written) will include a statement of "able to work or "not able to work. The written notification of results to the employee determined to be "able to work will include instructions to report to the Company physician to inform him/her of the employee's status.

(D) Termination of Disability Benefits

- The employee shall continue to receive disability benefits during the Dispute Resolution Process. The benefits shall continue from the date of intended suspension until the date of resolution.
- Where the employee has completed the Dispute Resolution Process as described above and it is determined that the employee is "able to return to work, disability benefits shall

terminate as of the date of the examination or, if later, the date that the examination results are made available to the employee.

3. Disability benefits shall continue if it is determined that the employee is "not able to work.

(E) Cost of Medical Note

- 1. The cost for an IME will be paid by the Company.
- If the employee must travel more than 20 kilometer (one way) for a medical examination required by the Company or the carrier, the Company shall reimburse the employee at the rate of twenty-five cents (\$0.25) per kilometer.

Yours truly, PPG CANADA INC.,

Letter No. 11 PPG CANADA INC.

Windsor Employees

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter makes reference to any Windsor employees **who** have not broken seniority in accordance with Section 18 of the Master Agreement.

It is understood by the parties that such employees will continue to be eligible for all applicable provisions of the Master and Supplemental Agreements.

Yours truly, PPG CANADA INC.

Letter No. 12 PPG CANADA INC.

Grievance I rocedure National Representativ

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter refers to an understanding reached by the Parties with respect to Section 13 of the Master Agreement.

The language of Section 13, "Grievance Procedure", provides for the resolution of grievances by the local "Parties". Some grievances, however, because they are complex or have broader policy implications arising out of provisions in the Master Agreement, may be difficult to resolve at the local level, and their resolution could be expedited short of arbitration if a representative of the National Union were involved.

Hence, if the Union feels it would be helpful to have a National Representative or the Local

President participate at the last formal step of the grievance procedure, his/her attendance at such a meeting would not be denied by the Company.

Yours truly, PPG CANADA INC.

Letter No. 13

Orientation Program

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During recent negotiations, discussion took place regarding the introduction and implementation of an Orientation Program for new employees.

The purpose of this program is to better educate new employees with regard to the industrial plant operation, the Parties' philosophy, working conditions, safety, health and welfare. Such a program would be of mutual benefit to inform the affected employees of their obligation and the importance of regular attendance, quality of workmanship and the need for cooperation by all in getting the job done. Accordingly, the Company will, in cooperation with the Union, undertake development of an Orientation Program implemented up to a maximum of one week.

In addition the Plant Chairperson or a designated representative will be scheduled to participate in the Orientation.

New employees participating in the program will perform work provided they do not displace hourly-rated employees who normally perform such work while there are employees on layoff.

Yours truly, PPG CANADA INC.

Letter No. 14 PPG CANADA INC.

Employee Request to Re

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During recent negotiations, the Company and the Union discussed the opportunity of employees requesting permission to review their individual personal work history folder and/or their respective personal medical file.

The parties agree that once each year, each employee, with seniority, may request permission to review their personal work history folder or their personal medical file, 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 8:30 a.m. to 4:30 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/her 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 reviews unless it can be shown that provisions within the Collective Agreement have been violated.

Yours truly, PPG CANADA INC.

Letter No. 15 PPG CANADA INC.

Paid Education Leave

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter confirms that during the negotiations, the Company agreed to contribute \$0.02 per hour worked towards a Paid Education Leave, which payment would be made quarterly to the C.A.W. Effective April 1, 1993, the Company has established a system for recording such hours and each quarter, will reimburse the C.A.W. for such hours based on \$0.02 per hour worked.

Yours truly, PPG CANADA INC.

Letter No. 16 PPG CANADA INC.

Plant Closings

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the recent negotiations, considerable discussion took place pertaining to plant closings.

The parties agreed that should the Company be compelled to cease total operations at any of its plant locations during the life of the Agreement, both parties would convene to discuss a fair and equitable settlement for those affected employees, with specific reference to benefits.

Yours truly, PPG CANADA INC.

Letter No. 17

Sexual Harassment

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

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

Sexual harassment shall be defined as:

'Any unwanted attention of a sexual nature such as remarks about appearance or personal life, offensive written or visual actions like graffiti or degrading pictures, physical contact of any kind, or sexual demands.'

Complaints of alleged harassment by members of the bargaining unit will be handled with all possible confidentiality by a joint committee consisting of the Plant Chairperson of the Union or a mutually agreed upon Union designate, and the Plant Director, Human Resources.

Yours truly, PPG CANADA INC.

Letter No. 18 PPG CANADA INC.

Aids in the Workplace

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company and Union recognize 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 employee 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.

Letter No. 19 PPG CANADA INC.

Certified Safety Representative

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company and the union have agreed to the following:

- Company and Union Certified Safety Representatives will be secured from the Plant Joint Health and Safety Committees.
- 2. There will be a total of two Certified Safety Representatives from the union at each facility, and a minimum of one Company Representative at each facility.
- Length and location of training will be determined by the Company or upon clarification of legislation.
- In the event a Union Certified Representative terminates his/her participation on the Plant Health and Safety Committee during his/her election period, the employee must retain his/her

certification responsibilities until the completion of his/her elected period.

Yours truly, PPG CANADA INC.

Letter No. 20 PPG CANADA INC.

Technological Change

April **■** 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This will confirm certain understandings reached during negotiations concerning Technological Change.

When the Company is considering the introduction of technological change affecting members of the bargaining unit, the Union shall be notified sixty (60) calendar days in advance of the introduction of such change and kept up to date as new developments arise and modifications are made. The Company agrees to provide for continuing consultation and cooperation with the Union in respect to relocation and/or retraining of employees who are displaced as a result of the introduction of new technology or modification of existing equipment.

Where any such change is introduced, the Company will assume the cost of on-the-job

training to afford bargaining unit employees who are affected and required (and who have the basic knowledge and ability to be retrained within a reasonable time frame) the opportunity to keep current with such technological change affecting their work and job security.

Yours truly, PPG CANADA INC.

Letter No. 21 PPG CANADA INC.

Medical Reports and Notes

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company will work with the insurance carrier to improve the administrative procedures which may result in the need for completion of insurance forms by a physician. It is recognized **by** both parties that completion of these forms is required to satisfy various obligations of the insurance benefit programs.

In order to minimize the expenses and costs associated with these requirements, the Company will waive the four week report requirement on those serious medical cases with prognosis for indefinite or long term absence (for example, broken legs, heart attacks, etc.) In those cases, claim forms will be requested on a two or three month interval, with each case determined on its individual merits in conjunction with a Local Health Professionalor his/her designates.

It is understood that the Company will make every reasonable effort to minimize its requests for additional medical notes. However, in those case(s) where the Company requires an employee to supply an additional medical note, he/she will be reimbursed for the cost of such note to a maximum of fifteen (15) dollars.

In the event, Maritime Life contacts an employee's physician directly to request medical information, Maritime Life will be responsible to pay the fee assessed by the physician.

The Company and the Union will maintain an open dialogue on any future problems in this area.

Yours truly, **PPG CANADA INC.**

Letter No. 22 PPG CANADA INC.

Social Justice Fund

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company agrees to contribute one (\$0.01) cent per straight-time hour worked by employees covered by the Collective Agreement to the CAW Social Justice Fund as of the effective date of this agreement.

The Union agrees to provide the Company with the name and account number to which contributions **shall** be remitted on a quarterly basis.

Yours truly, PPG CANADA INC.

Letter No. 23 PPG CANADA INC.

Legal Services Plan

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company agrees to participate in the CAW Legal Services Plan and the Company will fund on the basis of eleven (\$0.11) cents per compensated hours worked effective April 1,2002; twelve (\$0.12) cents per compensated hours worked effective April 1, 2003; thirteen (\$0.13) cents per compensated hours worked effective April 1, 2004.

Yours truly, PPG CANADA INC.

Letter No. 24 PPG CANADA INC.

Violence Against Women

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the current negotiations, the parties discussed the concern that women sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The parties agree that when there is adequate verification from a recognized professional (ie. doctor, lawyer, professional counselor), a woman who is in an abusive or violent personal situation will not be subjected to discipline without giving full consideration to the facts in the case of each individual and the circumstances surrounding the incident otherwise supportive of discipline.

The parties recognize that female employees may sometimes need to discuss with another woman matters such **as** violence or abuse at home or workplace harassment. They may also need to find out about specialized resources in the community, such as counselors or women's shelters, to assist them in dealing with these and other issues. For this reason, the parties

agree to recognize a female employee from the local facility who will serve as that facility's women's advocate. The Company will pay for three (3) days training and compensate the women's advocate for up to three (3) days lost wages per calendar year. Any time devoted to this assignment must be approved by the plant's Director of Human Resources.

This letter's intent is subject to a standard of good faith on the part of the Company, the Union and the affected employees and will not be utilized by the Union or employees to subvert the application of otherwise appropriate disciplinary measures.

Yours truly, PPG CANADA INC.

Letter No. 25 PPG CANADA INC.

Coverage of Eligible Dependents

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This will confirm the Company's position with respect to Article 6.01 of the Supplemental Agreement concerning an employee and spouse as defined in the Supplemental Agreement, ExhibitB, Article 1, 1.01 (3) who are both employees and covered by the Insurance Program for Medical, Drug and Dental Expense Benefits under ExhibitB, Article 6.

The Company will recognize those employees who elect to enroll in option (b) self and spouse or option (c) self and family, as individual Employees. Each employee will be eligible to name their spouse and dependent children and receive coverage both **as** an employee and a spouse and to have their children covered **as** dependents under both parents coverage.

Yours truly, PPG CANADA INC.

Letter No. 26 PPG CANADA INC.

Common Law Relationship

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the current negotiations, the Company committed to the following definition of common-law couple which shall be applied for the eligibility of appropriate benefits in the Master Agreement and Supplemental Agreements.

The definition of a common-law couple, whether opposite-sex or same-sex, is two people who have been living together in a conjugal relationshipfor at least one (1) continuous year and has been publicly represented by the employee as the employee's spouse during the one (1) continuous year immediately preceding the date of death of the employee.

Yours truly, PPG CANADA INC.

Letter No. 27 PPG CANADA INC.

Maternity Leave

April 1, 2002

Ms. Deb Weatherby, Chairperson PPG Master Bargaining Committee CAW, CLC 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Deb:

During these negotiations we discussed the **loss** of income employees who are on maternity leave incur as a result of the first waiting week for Employment Insurance benefits. The Company has agreed to compensate any employee who has a **loss** of income for this waiting week from the SUB fund. Compensation shall be \$630.00 per week during the period April 1, 2002 to March 31,2003; \$640.00 per week from April 1, 2003 to March 31, 2004 and \$650.00 per week from April 1, 2004 to March 31, 2005.

Yours truly, PPG CANADA INC.,

	 ^

N	\cap	г	ᆮ	C
I٧	U		ᆮ	J

 		 	_

NC	T	Έ	S

_		

N	0	Т	Е	S
---	---	---	---	---

	•	•	

LOCAL AGREEMENT

between

PPG CANADA INC. OSHAWA, WORKS 81

and

LOCAL 222, C.A.W. - C.L.C. OSHAWA, ONTARIO

April 1, 2002 to March 31, 2005

MEMORANDUM OF LOCAL AGREEMENT

PPG Oshawa Plant Contract Negotiation Status as of April 1, 2002 at 12:00 midnight.

Made and Entered Into This First Day of April, 2002

BETWEEN:

PPG CANADA INC., OSHAWA, WORKS 81

HEREINAFTER REFERRED TO AS THE COMPANY

AND:

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (C.A.W. - CANADA) AFFILIATED WITH THE CANADIAN LABOUR CONGRESS LOCAL 222, OSHAWA, ONTARIO

HEREINAFTER REFERRED TO AS THE UNION.

WHEREAS

the parties, together with other parties, entered into an agreement April 1, 2002 (hereinafter referred to as the "MASTER AGREEMENT") and WHEREAS

the said Master Agreement contemplates that certain matters may be subject to local agreement, which matters are herewith made the subject of this Local Agreement.

TABLE OF CONTENTS

	Section	Page
Exclusions Representation Layoff and Recall Job Transfers and	1 2 3	149 149 150
Promotions Special Assignment Establishment of	4 5	156 159
Classifications Hours of Work and Shift	6	160
Schedules	7	161
Change of Shift Provision Night Premium Payment	8	168
and Eligibility	9	169
Overtime Distribution	10	170
Rest Periods	11	174
Wash-up Periods	12	175
Wages_	13	176
Skilled Trades Local	14	177
Classifications	Item I	177
Overtime Sharing Groups Flow Chart for Layoff and	s Item II	178
Recall Purposes	Item III	179
Wages - Skilled Trades Safety, Health and	Item IV	180
Environment Modification, Renewal and	15	181
Termination Letters of Understanding	16	182 183

SECTION 1 EXCLUSIONS

Pursuant to Section 3 of the Master Agreement, the following employees will not be covered by this Agreement:

Supervisors and persons above the rank of Supervisor
Office Staff
Plant Protection Personnel
Chemists
Engineers and Engineering Technicians
Employees of the Human Resources
Department
Physicists
Draftsmen
Production and Development Technicians
Laboratory Personnel
Work Standards and Methods Men
Quality Control Engineers and Technicians

SECTION 2 REPRESENTATION

(1) Pursuant to the provisions of Section 12 (b) (i) of the Master Agreement, the Company recognizes a local Union Plant Committee, consisting of a Chairperson and four (4) regular zone Committee members. The Company will also recognize four (4) alternate members. The Plant Chairperson is a full time hourly-rated-employee whose function is Union Representation on a plant-wide basis.

- (2) Pursuant to the provisions of Section 12 (b) (vii) of the Master Agreement, the Company shall recognize three (3) additional alternates appointed by the Union on the 3rd shift and two (2) additional alternates on the 1st shift. Such appointments to be made only for the period for which such shifts are required.
- Pursuant to the provisions of Section 12 (3)(b) (x) of the Master Agreement the following provisions will apply: When overtime is to be worked on an extension of the day shift or Saturday or Sunday or a paid holiday, the Company will advise the Plant Chairperson and if he/she so elects, he/she or his/her designate will be retained at work on some job that is required in the plant and for which he/she is capable. When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday in a Zone, the Zone Committee member will be advised and if he/she so elects. he/she or his/her designate will be retained at work on some job that is required in his/her Zone and of which he/she is capable.

SECTION 3 LAYOFF AND RECALL

(1) When the Company is required to reduce the work force, employees will exercise their seniority in the classification in which they are then working. Employees with insufficient seniority in the classification affected, will be laid off as per the flow chart outlined in this section. The Company will give employees who are laid off from the affected classification 24 hours' notice of layoff but this shall not apply when the layoff is necessary because of circumstances clearly beyond the control of the Company.

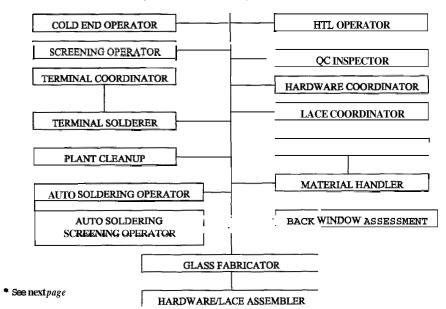
- (2) In the event that a classification reduces its working force during the middle of a work week, affected employees will be assigned to Group 3 of the Glass Fabricator classification, on their respective shifts, provided there are no assignments available within their classification or group within the Glass Fabricator classification. Employees with insufficient seniority on the shift affected will be laid off.
- (3)At the end of each work week, the list of employees on layoff will be reviewed (if he/she so elects, the Chairperson or his/her designate will be present at such review) and plant-wide seniority will be applied with changes to take effect the following work week. Employees who through the application of plant-wide seniority are to be laid off or recalled or transferred will be notified. The lists of such employees will be furnished to the Union Chairperson. When it is not possible to directly notify an employee, notification shall be given, by registered mail, addressed to the last address

recorded with the Human Resources **Department.**

- (4) (a) In the case of recalls during the work week, employees so recalled, will be allocated to openings as they occur. However, if the opening is for the balance of the week which is of more than one day's duration and an employee who has recall rights to that classification or group within the Glass Fabricators classification is at work on the same shift, he/she will be placed in the opening and the recalled employee will replace the reassigned employee. Employees with recall rights not moved will be recorded as if they had filled the opening.
- (4) (b) Recalls for the following work week will be determined by applying classification seniority, except where it conflicts with plant-wide seniority, in which case the plant-wide seniority will govern.
- (5) Notwithstanding4 (b) above, layoffs from and recalls to classifications other than Glass Fabricator will be determined by the application of seniority among those who are qualified to perform the duties of the classification. An employee will be considered qualified in a classified position after working in such position for a minimum period of sixty (60) days within a 2 year period. Such qualification will extend for two (2) calendar years.

Anyone who refuses an AQ assignment is disqualified from the AQ listing provided they are not presently in another classified position or on an overtime assignment.

- (6) If, in the opinion of the Company, an employee eligible by seniority for placement cannot maintain the efficiency of the job available, the "parties" will confer in an attempt to place such employee on another job that he/she is capable of performing efficiently.
- (7) Notwithstanding any subsection above, the Union and the Company may agree to deviations from the stated practice.



154

(8) Flow Chart for Layoff and Recall Purposes: (cont'd)

GLASS FABRICATOR

GROUP 1 HTL'S

RE-OP

AUTOSOLDER TAKEOFF

GROUP 2 COLD ENDS

GROUP3 FLOATERS

SECTION 4 JOB TRANSFERS AND PROMOTIONS

- (a) Transfers, promotions, and upgrading of employees will be made on the basis of seniority and ability to perform the job.
- (b) (i) The Company will post all job openings on a plant-wide basis for at least seven days via the job posting procedure. Employees (other than a Skilled Trades employee) may make written application at the Human Resources Department or Shift Supervisors office on forms supplied by the Company. Where a vacancy occurs in a preferred classification. consideration will be given to an employee within the group to exercise their seniority into such an opening, subject to operational constraints. The Company will not unreasonably withhold an employee in a preferred classification from transferring within his/her group. It is also understood that only one move will be permitted within the preferred classification and that the successful applicant from the original posting will be transferred into the opening created as a result of the move within the preferred classification.
- (c) The selected applicant will be transferred to a job vacancy as defined below, and in accordance with (a) above. A vacancy is

defined as any opening within a job classification where:

- (i) opening was created by an increase in requirements of a week or more after all home classification employees have been recalled in accordance with Section 3 except where the opening was as a result of a seniority employee who is on the seniority list of the classification affected being on layoff for a period of forty-five (45) calendar days.
- (ii) a new job classification is established.
- (iii) this subsection (c) shall not apply to a vacancy created by a layoff due to an Act of God, or a customer's or glass supplier's labour dispute or created by an employee who is absent on account of sickness, injury, absenteeism, or a leave of absence authorized by the Company, until the Company and Union Committee are satisfied that such employee will not return to the job.
- (d) Upon an employee's transfer to another classification in accordance with (c) above, he/she will have immediate seniority in the new classification and be placed on the overtime listing at average hours and will not be eligible for transfer to another classification for a period of two (2) years thereafter. However, employees will be eligible to transfer after a period of one (1) year under one of the following conditions;

- (i) Employee(s) in a classified position will receive immediate transfer rights when bidding on a steady 7-3 (day shift) classified position or
- (ii) employee(s) in Glass Fabricator or Plant Cleanup classifications.
- (e) If a transferee cannot perform the work required, the Company shall retain the right, during the employee's first sixty (60) days on the job, to remove such employee from the job and he/she will exercise his/her seniority in his/her former classification, seniority permitting. If no job is available, he/she will exercise plant-wide seniority. However, for preferred classified positions (H/E, C/E, Super Relief, Screening Operators), the period will be sixty (60) days following completion of the training period, with the understanding that the training period for any position will not exceed a maximum of thirty (30) days.
- (f) An employee who has applied for a transfer or has signed a job posting and has been offered a transfer and declines to accept such transfer will not be permitted to make another application until January 1st of the following calendar year. However, an employee whose transfer has been revoked as provided for under (e) will be given one <a href="#light-align: light-align: li

- (g) The changing of employees from one seniority group to another, resulting from the layoff and recall provisions of this Agreement, shall be considered as temporary transfers. However, an employee working in an unclassified position for a period of forty-five (45) calendar days may request and be granted a permanent transfer to that position.
- (h) Notwithstandingthe foregoing in the event of a demotion, quit, discharge, death, retirement or transfer of a member of a classification, the Company will post a notice of the opening. However, it is understood should an employee transfer from a classification presently reduced by layoff, their opening shall not be posted until all home classification employees have been recalled.

SECTION 5 SPECIAL ASSIGNMENT

Employees in the bargaining unit may be offered positions on a temporary basis which can incorporate duties not associated with the bargaining unit such as, but not restricted to, employee involvement in QS9000, TOPS and specialized training requirements. All positions must be by mutual agreement between the Union and the Company.

Employees accepting such positions would be utilized for a minimum of 1 week and a maximum of 12 months. Upon the completion of 12 months, the Company and the Union will

meet to discuss any extension if required. It is agreed that there would be a maximum of 6 months added to any special assignment.

While performing such duties an employee shall remain a member of the bargaining unit and shall continue to pay union dues. All overtime would be charged to their home classification. An employee in a special assignment will not be held out of line of seniority in the event of reduction in the workforce.

SECTION 6 ESTABLISHMENT OF CLASSIFICATIONS

Upon the establishment of a new classification not shown in the Local Agreement or if an existing job classification is so changed that it cannot be properly covered by the existing classification, Management will notify the Union in writing. Such job classification and rate will be subject to negotiation between the Local Management and the Local Plant Committee. If the parties fail to agree on a classification or rate, the Union may appeal the matter to an impartial arbitrator as provided in Section 13 of the Master Agreement by serving written notice within ten (10) working days of the date on which the last meeting was held to negotiate the classification and rate.

SECTION 7 HOURS OF WORK AND SHIFT SCHEDULES

Hours of Work: The regular weekly hours of work shall be forty (40) hours.

	1100115 (1 110	na morogaiai woo	,	io az work orian bo za	2ty (10)110a10.		
	1 SHIFT SCHEDULE NO.1			a) THE STANDARD DAY SHIFT (non-continuous) Lunch Period thirty (30) minutes (unpaid)			
161				Hours Paid at Straight Time	Hours paid at Time & One-half	Double Time	Night Premium Hours 3:30pm to 12pm \$0.50
	Day	Clock Hours					
	Monday Tuesday Wednesday Thursday Friday Saturday Sunday	7 am - 3:30 pm 7 am - 3:30 pm		8 8 8 8 8	8	8	
				40	8	8	

(1b) THE STANDARD AFTERNOON SHIFT (non-continuous) Lunch Period thirty (30) minutes (unpaid) for full or partial operations.								
		Hours Paid at Straight Time	Hours paid at Time & One-half	Double Time	Night Premium Hours 3:30pm to 12pm \$0.50			
Day	Clock Hours							
Monday Tuesday Wednesday Thursday Friday Saturday Sunday	3:30 pm - 12:00 pm 3:30 pm - 12:00 pm	8 8 8 8	8	8	8 8 8 8 8 8			
		40	8	8	56			

SHIFT SCHEDULE NO. 2 THREE 8 HOUR SHIFTS (Continuous) Lunch Period twenty (20) minutes (paid)

(2)(a) - 7 a.m. -3 p.m.

163

2) (b) SHIFT-3 p.m. -11 p.m.

<u> </u>	Day (Clock Hours	Hours Paid at Straight Time	Hours pai Time8 One-half	Double	to 11 pm	
64	•	20011 110010					
	Monday 3	pm - 11 pm	8			8	
	Tuesday 3	pm - 11 pm	8 8 8 8			8	
	Wednesday3	pm - 11 pm	8			8	
	Thursday 3	pm - 11 pm	8			8	
		pm - 11 pm	8			8	
		pm - 11 pm		8		8	
		pm - 11 pm		-	8	-	
			40	8	8	56	-

Day	Clock Hours	Hours Paid at Straight Time	Hours paid Time & I One-half	Double	Night Premium Hours 3 pm 11 pm to to 11 pm 7 am \$0.50 \$0.60
Monday Tuesday Wednesda Thursday Friday Saturday Sunday	11pm - 7 am 11pm - 7 am y11pm - 7 am 11pm - 7 am 11pm - 7 am 11pm - 7 am 11pm - 7 am	8 8 8 8	8	8	8 8 8 8 a
		40	а	а	56

Note: Shift starting 11:00 pm Sunday is Monday Shift and so forth.

SHIFT SCHEDULE NO. 3 (Non-continuous) - HARDWARE ASSEMBLY

Shift Scheduling

 Monday - Thursday
 3:30 pm - 12:00 pm

 Friday
 3:30 pm - 12:00 pm

 Saturday
 3:30 pm - 12:00 pm

 Sunday
 3:30 pm - 12:00 pm

^{* 12} pm for shift purposes is midnight

- (4) (a) It is understood and agreed that, should a department be scheduled for three continuous shifts, in any month, such department will remain on continuous shift(s) for the balance of such month. If the end of the month terminates within a work week, the continuous shift(s) will remain in effect until the end of that work week.
 - (b) Any deviation from the above Shift Schedules No. 1, No. 2 or No. 3 will be as mutually agreed upon between the Local Management and Local Plant Committee.

(5) Overtime Payment

- (a) For all hours worked beyond the shift as outlined throughout the Shift Schedules No. 1, No. 2 and No. 3, payment will be made at the applicable overtime rate.
- (b) Time and one-half will be paid for all time worked over regular shift hours between 7 a.m. Monday and 12 p.m. Friday in the case of Shift Schedule No. ■ and 7 a.m. Monday and 2 a.m. Friday in the case of Shift Schedule No. 3.
- (c) Time and one-half will be paid for all time worked over regular shift hours between 11 p.m. Sunday and 11

p.m. Friday in the case of Shift Schedule No. 2

- (d) Time and one-half will be paid for all time worked between 11 p.m. Friday and 11 p.m. Saturday in respect of Shift Schedule No. 2.
- (e) Double time will be paid for all time worked on Sunday as indicated in Shift Schedule No. 1 and No. 3.
- (f) Double time will be paid for all time worked between 11 p.m. Saturday and 11 p.m. Sunday in respect of Shift Schedule No. 2.
- (6) Leaving the Plant Employees leaving the plant during their scheduled shift will be required to clock out and in. Failure to abide by this procedure will subject the employee to the discipline procedure.

SECTION 8 CHANGE OF SHIFT PROVISION

(a) Employees will receive time and one-half on a company required change of shift within the same work week. The Company intends to lock in the schedule Thursday afternoon 3:00 p.m. No further shift change will be made until the following week. Schedules will be posted in **the** Guard House and the plant.

- (b) Employee initiated shift changes will be permitted once documented in the trade book located in the Shift Supervisors office. An Employee will not receive a premium payment for any shift change due to the employee's request.
- (c) Employee(s) must advise the Company by Thursday, 11:00 am of the preceding week of their return to work to be placed on the work schedule for the following week. Employee(s) providing late notice and/or returning to work during the week will be assigned to an available opening, without regard to shift or classification.

SECTION 9 NIGHT PREMIUM PAYMENT AND ELIGIBILITY

- Night shift premium will be paid as indicated in the shift Schedule No. 1, No. 2, and No. 3.
- (2) In the case of an extension of an employee's regular shift, a shift premium will be paid for hours worked beyond the eight (8) hours on the afternoon shift at fifty (50) cents per hour and for hours worked beyond the eight hours on the night shift at sixty (60) cents per hour. Effective April 1, 2003, the night shift premium shall be increased to seventy-five (75) cents per hour for hours worked beyond the eight hours on the night shift. Shift premium will not be paid for hours worked beyond the eight (8) hours on the

day shift. However, if an employee works a partial shift to replace another employee who is late or absent, or he/she works a full shift in addition to his/her regular shift he/she will receive the applicable shift premium for the partial or full shift which he/she works.

(3) Overtime premiums will not be paid on the shift premiums.

SECTION 10 OVERTIME DISTRIBUTION

(a) Overtime Distribution

Overtime will be distributed evenly, as fair as possible, among those employees working in the sharing group in which such work is normally performed. In the event that an otherwise eligible employee is by-passed for the overtime opportunity he/she will be paid for overtime lost at the applicable rate.

- (b) Mechanics Of Overtime Distribution
 - Records of overtime are to be kept in hours paid or offered for each calendar year.
 - (2) As of December 31st of each year, all hours will be set to zero. New lists will be drawn up in ascending order of overtime hours charged as of December 31st of the previous year.

- (3) All overtime worked for which payment is received and/or offered on the employee's scheduled shift will be charged. All overtime offered on the employee's shift other than the employee's scheduled shift will only be charged if accepted, excluding maintenance personnel. Such hours will be rounded to the nearest whole hour. Overtime that is offered and accepted, not worked or cancelled by the employee after Thursday by noon, will be charged double as if worked.
- (4) Newly hired or transferred employees will be credited with the average hours of the sharing group.
- (5) Available TREs, to include employees laid off from classified positions, first, available qualified second, may be re-assigned to cover openings at any time during a shift, before an attempt is made to secure an overtime replacement.
- (6) When overtime is scheduled on a shift it will first be offered to those employees who normally work on that shift, in order of their hours. Employees will not be asked to work on a shift different from their regularly scheduled one, until all employees on the shift have been given the opportunity to work.

- (7) The Company will endeavor to have weekend overtime lined up by the preceding Thursday shift. Scheduled overtime after Thursday may be required for emergency purposes.
- (8) Employees on leave of absence, sick leave, temporary transfers, layoffs, modified work, Workplace Safety Insurance Benefits, and vacations or absent from work will be charged for the first ninety (90) days with overtime for which they would have been eligible to work, within their sharing group. After ninety (90) days the employee upon his/her return to work will be credited with the average overtime hours within the sharing group. Employees not at work for one of the above reasons when overtime is being scheduled, will be ineligible to work such overtime. Employees qualifying to work weekend overtime, will be entitled to work within their respective group in line of hours.
 - (a) It is the employee's responsibility to bring to the company's attention their intention for one day shift trades and their availability for overtime. Overtime eligibility is only for their scheduled shift.
 - (b) For those employees training for a classified position, they will

enter the group at average hours and their hours will be frozen except hours worked outside the group for the duration of the training period.

- (9) Overtime will be offered in the following manner:
 - 8 hours, 12 hours, TRE, AQ, Double shift, finally scheduled. In all cases low hours prevail.
 - (a) Overtime will be in the form of continuous hours, either as an extension of normal shift or in advance of the incoming shift.
- (10) Overtime lists will be posted by noon on the first working day of the week and finalized, with no further changes forty-eight(48) hours after posting. It is the responsibility of the employee to bring any OT discrepancies to the attention of the company.
- (11) All overtime offered following the first four (4) hours of the employee's regular shift preceding the overtime and declined will not be charged.
- (12) In order to satisfy customer demands it was agreed that, if necessary, the Company would schedule low overtime hours personnel by shift by classification.

- (13) When an overtime requirement cannot be filled within the sharing group, it will first be offered to the available TREs, to include laid off operators, and second to the available qualified personnel.

 Employee(s) from outside the sharing group, will be asked to work in order of overtime hours. However, all overtime hours worked will be charged to an employee's home classification.
- (14) Overtime sign up sheet refer to letter #23.

SECTION 11 REST PERIODS

The Company grants to all employees two ten (10) minute rest periods during an eight (8) hour shift. No rest period will be granted to an employee who works less than three (3) consecutive hours on overtime. When overtime is scheduled for three (3) or more consecutive hours, the Company will grant a rest period of twenty (20) minutes prior to the start of the overtime shift.

SECTION 12 WASH-UP PERIODS

The Company grants to employees a five minute wash-up period prior to the end of each shift. The Company also grants a five (5) minute wash-up period prior to the lunch period.

SECTION 13 WAGES

	Classification	Adjusted Base Rata	COLA Fold-In	1st Year Rate	2nd Year Increase	2nd Year Rate	3rd Year Increase	3rd Year Rate
	Furnace Operator HTL#6,	\$22.39	\$0.88	\$23.27	\$0.40	\$23.67	\$0.40	\$24.07
	7,8 & 9			*** **				
	Cold End Operator	\$22.39	\$0.88	\$23.27	\$ 0.40	\$ 23.67	\$0.40	\$24.07
	Screening Line Operator	\$22.14	\$0.88	\$23.02	\$0.40	\$23.42	\$0.40	\$23.82
	Quality control Inspector	\$21.78	\$0.88	\$22.66	\$0.40	\$23.06	\$0.40	\$23.46
	Terminal Coordinator	\$22.08	\$0.88	\$22.96	\$0.40	\$23.36	\$0.40	\$23.76
.[Terminal Solderer	\$21.78	\$0.88	\$22.66	\$0.40	\$23.06	\$0.40	\$23.46
5	Material Coordinator	\$22.08	\$0.88	\$22.96	\$0.40	\$23.36	\$0.40	\$23.76
	Material Handler	\$21.70	\$0.88	\$22.58	\$0.40	\$22.98	\$0.40	\$23.38
	Glass Fabricator	\$21.78	\$0.88	\$22.66	\$0.40	\$23.06	\$0.40	\$23.46
	Plant Cleanup	\$21. 53	\$0.88	\$22.41	\$0.40	\$22.81	\$0.40	\$23.21
	Hardware Coordinator	\$22.08	\$0.88	\$22.96	\$0.40	\$23.36	\$0.40	\$23.76
	Hardware Assembly	\$18.50	\$0.88	\$19.38	\$0.40	\$19.78	\$0.40	\$20.18
	BackWindow Assessment	\$22.03	\$0.88	\$22.91	\$0.40	\$23.31	\$0.40	\$23.71
	Auto Terminal Solderer Operator	\$22.14	\$0.88	\$23.02	\$0.40	\$23.42	\$0.40	\$23.82

NOTE:

Starting rate is two dollars (\$2.00) less than listed and applies during the employee's first nine calendar months in the classification. Intermediate rate is one dollar (\$1.00) less than listed and applied during the employee's next nine calendar months in the classification. After completion of eighteen calendar months in the classification, the employee shall receive the base rate for the classification as outlined above.

SECTION 14 SKILLED TRADES LOCAL

ITEM I

Pursuant to Article 1 (a) of Skilled Trades Appendix of the Master Agreement, the Local Skilled Trades are listed below:

- (1) Tool Maker
- (2) Electrician
- (3) Machine Repair
- (4) Pipefitter

Maintenance Duties Transferred To General Production

Equipment fabricated in maintenance will be painted by maintenance personnel. Other painting may be performed by employees on modified work and/or general production personnel.

For additional information on the re-structuring & Skilled Trades duties refer to Letter of Understanding No. 20 of the Local Agreement.

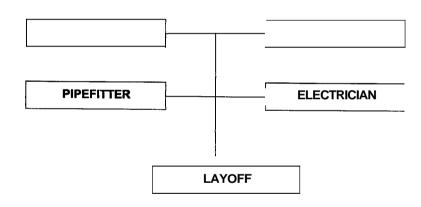
ITEM II

The employees in each of the Skilled Trades listed in Item I will form the sharing groups for purpose of overtime distribution as described in Article No.11 of Skilled Trades Appendix of the Master Agreement.

The mechanics of overtime distribution are listed in Section 10 (b) of this Local Agreement.

ITEM III

FLOW CHART FOR LAYOFF AND RECALL PURPOSES



179

ITEMIV OSHAWA WAGES SKILLEDTRADES

The wage rates payable by the Company in each skilled trade are listed below:

Classification	Adjusted	COLA	1st Year	2nd Year	2nd Year	3rd Year	3rd Year
Tool Maker	Base Rate	Fold-In	Rate	Increase	Rate	Increase	Rate
	\$26.06	\$0.88	\$26.94	\$0.60	\$27.54	\$0.60	\$28.14
Electrician	\$26.02	\$0.88	\$26.90	\$0.60	\$27.50	\$0.60	\$28.10
Machine Repair	\$25.83	\$0.88	\$26.71	\$0.60	\$27.31	\$0.60	\$27.91
Pipefitter	\$25.83	\$0.88	\$26.71	\$0.60	\$27.31	\$0.60	\$27.91

NOTES:

- A Group Leader will receive his/her Journeyman's Base Rate plus thirty-five (35) cents per hour.
- (2) A Supplemental Helper will receive the wage rate of a Cold End Operator.
- (3) It is understood and agreed that these are minimum wage **rates** and shall not be altered during the term of this agreement, except and to the extent mutually agreed upon by the Parties hereto.

SECTION 15 SAFETY, HEALTH AND ENVIRONMENT

- (1) Safety equipment where required must be used. Employees must wear and/or use the equipment as is provided for their job. Neglect or failure by an employee to adhere to plant safety regulations and/or use of the Company's safety devices shall be just cause for disciplinary action.
- (2) The Company shall place employees, who have been identified by the Company doctor as able to handle restricted activities on meaningful tasks within the plant, to help control the high cost associated with Workplace Safety Insurance Board. These tasks would include, but are not limited to, jobs such as general cleaning (sweeping), painting of equipment plant wide (i.e. lines, railings, posts). No employee will be placed in a position that could jeopardize his/her condition and proper WSIB filings will be maintained. These functions will not be performed when plant cleanup or maintenance personnel are on layoff.

Note: The Company recognizes two (2) Certified Reps for the Joint Health and Safety Committee.

SECTION 16 MODIFICATION, RENEWAL, AND TERMINATION

This local agreement for the purpose of modification, renewal, and termination is subject to the provisions of Section 43 of the Master Agreement.

Dated at Montreal, Quebec this 1st day of April, 2002.

FOR THE COMPANY: LOCAL UNION:

H.J. Bono D. Weatherby J.D. Smith K.Hamer B.E. Ormiston G.Ingram F. Taylor

B.J. Hammond C.A. Vani

R. Brown

FOR THE NATIONAL UNION:

M.Reuter

LETTERS OF UNDERSTANDING OSHAWA PLANT

(The following letters of understanding which were furnished to the C.A.W., contain undertakings and commitments on the part of the Company for the duration of this Agreement, unless changed by mutual agreement. They are not part of the Oshawa Local Agreement but have been included in this booklet for information purposes.)

INDEX LETTERS OF UNDERSTANDING

Lett	er No.	Page
Representation-1st and		
3rd Shifts	1	185
Skilled Trades Program	2	186
Staffing for Inventory	3	187
Layoff and Recall Provision	4	188
Heat Relief	5	190
PPE and Designated		
Smoking Policies	6	192
Quality Control	7	193
Rotation Systems	8	194
Trained Replacement		
Employee	9	195
Job Transfers and Promotion	ns 10	198
Leaving the Plant	11	199
Metatarsal Safety Boots and		
Safety Glasses	12	200
Posting/Disabled Employees	13	202
Special Electrician Rate	14	204

Re-Assignment of Glass		
Fabricator	15	206
Classified Position Training	16	208
Non-Continuous		
Shift Operations		
Shift Schedule No. 1	17	209
Skilled Trades	18	211
Continuous Improvement	19	212
Re-structuring of		
Skilled Trades	20	214
Labour Pool	21	217
Assembly/Lace/Layoff/Recall	22	218
Overtime Sign Up Sheets	23	220
Single Day Vacation	24	222
Plant Cleanup	25	223
•		

Letter No. 1 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Representation - 1st and 3rd Shifts

April 1, 2002

Ms. DebWeatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During recent negotiations, the Company and the Union discussed the subject of representation on the 1st and 3rd shift regarding discipline, suspension and termination. It was agreed that suspension and termination will require the attendance of the day shift committee person, and if at all possible will be held for the day shift committee. However if the suspension and/or termination cannot be held, the day shift committee person will be called.

Yours truly, PPG CANADA INC.

Letter No. 2 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Skilled Trades Program

April **■** 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm understandings reached during the negotiations with respect to the Skilled Trades Program.

An Electrician, when assigned as the shift electrician, will receive a premium rate equivalent to that of a Group Leader.

Yours truly, PPG CANADA INC.

Letter No. 3 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Staffing for Inventory

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works81OshawaBargainingUnit, Local222, C.A.W., 1425PhillipMurray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During negotiations, the matter of inventory taking was discussed and the Company agreed to staff low hours plant wide, inclusive of bonding and lace. Drivers will be from the Warehousing department.

Yours truly, PPG CANADA INC.

Letter No. 4 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Layoff and Recall Provision

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During our recent negotiations, discussion took place regarding the retention of qualified employees during periods of layoff, out of line of seniority.

It is the intention of Management, that in the event of a reduction in the work force resulting in the retention of employees out of line of seniority for a period in excess of sixty (60) calendar days due to the application of Section 3 (5), the Company representatives and the Union Committee will confer to make satisfactory arrangements to train employees on such classifications with a view to employing them in line of seniority.

The intent expressed as above shall not apply to a layoff created due to an Act of God, or a customer's or supplier's labour dispute. In the event of a customer's or supplier's labour dispute, the Company will not retain the employee out of line of seniority for longer than 90 days.

Yours truly, PPG CANADA INC.

Letter No. 5 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Heat Relief

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During recent negotiations, the Company agreed that it would provide heat relief based on inside WBGT Monitor readings as follows:

1. TEMPERING LINES

When the temperature exceeds 27.5 degrees Celsius, a twenty (20) minute break will be provided in an hour that does not include scheduled breaks.

2. CUTTING LINES

When the temperature exceeds 27.5 degrees Celsius, a twenty (20) minute break will be provided in an hour that does not include scheduled breaks.

3. TERMINALS

When the temperature exceeds 27.5 degrees Celsius, a twenty (20) minute

break will be provided every hour over the period heat relief is in force.

4. BONDING

When the temperature exceeds 27.5 degrees Celsius, a twenty (20) minute break will be provided every hour over the period heat relief is in force.

Yours truly, PPG CANADA INC.

Letter No. 6 PPG CANADA INC. WORKS 81 OSHAWA PLANT

PPE and Designated Smoking Policies

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, discussions were held with respect to the PPE and Designated Smoking Policies.

The Company and the Union recognize that it is important that employees strictly adhere to the PPE and Designated Smoking Policies. Accordingly, the Union will assist the Company in ensuring the employees are aware of all rules respecting PPE and Designated Smoking Policies and that they are properly observing such policies.

Yours truly, PPG CANADA INC.

Letter No. 7 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Quality Control

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa. Ontario L1J 8L4

Dear Ms. Weatherby:

The Company agreed during the negotiations that if Quality Control is operating on the 1st and 3rd shifts without a Supervisor, or if the Supervisor is absent from the plant for a period of four (4) hours or more during the day shift, the most senior employee on the shift will receive a premium of twenty-five (25) cents per hour in consideration of the fact that he/she will be required to make decisions not normally required of a regular Quality Control Inspector.

Yours truly, PPG CANADA INC.

Letter No. 8 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Rotation Systems

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations the Company agreed to allow rotation of the tempering and terminal lines.

The continuation of the above rotations are conditional **in** that production and quality must be maintained without loss.

Yours truly, PPG CANADA INC.

Colomba A. Vani Director, Human Resources

•

Letter No. 9 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Trained Replacement Employee

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, discussion took place regarding the status of extra (trained) employees. **As** a result of these discussions, 'the following understanding was reached:

- Selection would be via the posting procedure.
- (2) Employees laid off from classified positions will automatically become senior within their respective TRE group(s).
- (3) Only those employees in the Glass Fabricator classification will **be** eligible for TRE positions. However, it is understood that the Company can extend the eligibility to the Terminal Solderer classification should requirements not be met within the Glass Fabricator

classification, prior to any bids from bonding/lace employees. Also, an employee can only hold one trained classification in addition to his/her current classification.

- (4) Employees holding TRE positions will not be eligible for transfer out of the position for a period of two(2) years, unless he/she was permanently transferred into a classified position.
- (5) The Company will determine the number of TRE's required per classification. The TRE's will not fall under Section 4 (Local) Job Transfers and Promotions.
- (6) A TRE may be re-assigned to cover openings at any time during a shift, before an attempt is made to secure an overtime replacement.
 - A TRE may also be re-assigned to cover for sickness, vacation, leave of absence, injury, bereavement, and plant meetings and training sessions.
- (7) For overtime purposes, the trained replacement would share in the overtime in his/her regular classification when he/she is working as a TRE for less than one (1) week. Overtime would be updated in his/her regular classification at all times.

For assignments of one (1) week or more, he/she would enter the classified sharing

group as high plus one (1) overtime hours. Overtime hours would be maintainedfor the period of time the TRE worked as a replacement.

Once back in his/her own classification, the overtime hours worked as a TRE would be canceled. If the employee was called back in the next week or later, the hours would again be high plus (1).

Yours truly, PPG CANADA INC.

Letter No. 10 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Job Transfers and Promotions

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J8L4

Dear Ms. Weatherby:

This letter will confirm the following understanding reached by the parties during negotiations on Section 4 of the Local Agreement.

In the case of a discharged employee who is appealing his/her discharge, the opening created will not be subject to the application of Section 4 (b) of the Local Agreement until all avenues have been exhausted under the Collective Agreement.

Yours truly, PPG CANADA INC.

Letter No. 11 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Leaving the Plant

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company will allow the practice of leaving the Plant up to ten (10) minutes prior to the end of their shift without a corresponding reduction in pay, providing the employees have been relieved by the succeeding shift. Employees are required to remain at their job until properly relieved, following the end of their shift, if required.

The wash-up period will be provided by the relief man prior to the end of the shift.

This will only apply to continuous operations.

Yours truly, PPG CANADA INC.

Letter No. 12 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Metatarsal Safety Boots and Safety Glasses

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm the agreement reached during the negotiations with respect to safety boots and safety glasses.

Safety Boots

The wearing of metatarsal safety boots is compulsory throughout the plant and this rule is a condition of employment. An employee with seniority will be able to purchase one (1) pair of approved metatarsal safety boots up to \$120.00 on or after April 1, 2002, \$120.00 on or after April 1, 2003 and \$120.00 on or after April 1, 2004. The Company will also pay the tax on the purchase price of the footwear up to that amount. This amount may be accumulated for a maximum of two years.

Safety Glasses

The Company will provide as required and at no cost to a seniority employee, safety glasses or replacement parts on the following basis:

- (i) One pair of "plano" safety glasses per year.
- One pair of prescription glasses or lens every two years, or as prescribed by a certified eye specialist.
- (iii) Damaged or broken safety lenses, frames or temples will be replaced as required provided, however, that the employee furnished the Company with a satisfactory explanation as to the cause of such damage.

A year for the purposes of this provision is defined as one year from the date of issue or purchase of employee's glasses or prescription lens replacement.

Yours truly, **PPG CANADA INC.**

Letter No. 13 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Posting/Disabled Employees

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, discussions took place regarding the posting of positions currently held by employees on long term **illness** (disability). **As** a result of these discussions, the following understanding was reached:

- The identified employee must be medically assessed and a probability of return must be determined.
- If the probability of return is extremely remote, the position will be posted and filled.
- The posting will specify that in the event that the disabled employee returns, the successful candidate filling the position would be placed back via plant-wide seniority and would be eligible for posting

as though **he/she** had not taken the conditional position.

- 4. The above would be reached by mutual understanding and agreement.
- 5. The employee in question should have the ability to post to a subsequent full time position within the same classification as the disabled posting.

Yours truly, PPG CANADA INC.

Letter No. 14 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Special Electrician Rate

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

During the negotiations, the subject of a premium rate of pay was discussed for electricians who have achieved a specific capability and knowledge in certain areas in keeping with technological change.

These areas would include, but not be limited to: PLC capability, robotics capability, N/C capability, electronics and instrumentation knowledge and overall troubleshooting capability.

Electricians who possess these capabilities will be identified and receive the journeyman electrician rate plus a twenty-five (25) cents per hour premium in recognition of their talents and contributions.

New hire electrician journeymen must exhibit skills referred to above during their probation period and **will** be paid commensurate with their proven skill level.

Yours truly, PPG CANADA INC.

Letter No. 15 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Re-Assignment of Glass Fabricator

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm the understanding reached during the negotiations with respect to the re-assignment of Glass Fabricators.

- Glass Fabricator relief personnel can relieve in any of the Glass Fabricator classifications.
- Glass Fabricators in either Group 1 or Group 2 can be reassigned in reverse order of seniority, as necessary during the shift, to meet production manning requirements.
- In the event of a production disruption, Glass Fabricators can be reassigned as follows;
 - (i) Between Glass Fabricator 1 and 2 Groups Glass Fabricators in either

Group 1 or 2 can be reassigned in reverse order of seniority, to another Glass Fabricator Group as required.

- (ii) Within A Glass Fabricator Group
 The displaced Glass Fabricator can
 be reassigned to other duties as
 required within his/her respective
 group.
- 4. Qualified Glass Fabricators are eligible to trade shifts with other qualified Glass Fabricators in any group. However, Glass Fabricators who trade shifts will assume lowest of seniority of the two employees involved in the shift trade and each will retain his/her respective overtime hours for overtime distribution purposes.

Yours truly, PPG CANADA INC.

Letter No. 16 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Classified Position Training

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company recognizes the importance of a structured training and certification process for classified positions. A Joint Task force will be established to prioritize, develop and implement this process.

Yours truly, PPG CANADA INC.

Letter No. 17 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Non-Continuous Shift Operations Shift Schedule No. 1

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm the understanding reached during the negotiations with respect to Non-Continuous shift operations on the Day Shift 7:00 AM - 3:30 PM and Afternoon Shift 3:30 PM - 12:00 Midnight.

- The Company would provide the Union with a minimum of two (2) weeks notice prior to the implementation of a Non-Continuous Shift operation.
- 2. Non-Continuous Shift Operations would be installed for no less than a one (1) month period at any given time.

- Senior classified and unclassified
 personnel would be given first opportunity
 to work the Non-Continuous Shift
 Operations. The balance of manpower
 requirements would be filled in reverse
 order of seniority.
- Maintenance and production service manpower requirements for the Non-Continuous Shift Operations would be filled in the same manner as outlined in (3).
- The plant scheduling options for Noncontinuous Shift Operations are as follows:
 - (i) Entire Plant
 - (ii) All Side Lite Furnaces
 - (iii) All Side Lite Cutting Lines
 - (iv All Backlite Furnaces
 - (v) All Backlite Cutting Lines
 - (vi) All Terminals or any combination of the above

Any change from the above options would be by mutual consent.

Yours truly, PPG CANADA INC.

Letter No. 18 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Skilled Trades

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm the understandings reached during the negotiations:

Press block/template maker responsibilities will remain with S. Damant. He will continue to be paid at Machine Repair rate and will be eligible for overtime as part of the sharing group. Machine Repair will provide coverage for his duties for reasons such as vacations, sickness, availability etc. Should S. Damant leave the Machine Repair position his unique responsibilities will revert to the Machine Repair classification.

Yours truly, PPG CANADA INC.

Letter No. 19 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Continuous Improvement

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa. Ontario L1J 8L4

Dear Ms. Weatherby:

In order to remain continually competitive, it is agreed that it is in the best interest of the Company, the Union and all employees to participate jointly in developing new and innovative approaches to manufacturing.

It is recognized that these approaches will cover, but not necessarily be restricted to, such items as product redesign, cellular, manufacturing concepts, employee awareness and involvement; with the target of being a totally participative and self directed work force making full use of all the talents available to the Company.

It is agreed that both management and the union committee will recognize at least two (2) key individuals each, in addition to the Plant

Manager, to ensure implementation of the above objectives.

Yours truly, PPG CANADA INC.

Letter No. 20 PPG CANADA INC. WORKS 81 **OSHAWA PLANT**

Re-Structuring Of Skilled Trades

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue. Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

This letter will confirm the understandings reached during the negotiations with respect to the skilled trades:

ITEM I

Pursuant to Article 1 (a) of Skilled Trades Appendix of the Master Agreement, the Local Skilled Trades are listed below:

- (1) Tool Maker(2) Electrician(3) Machine Repair
- (4) Pipefitter

Maintenance Duties Transferred To General **Production**

Equipment fabricated in maintenance will be painted by maintenance personnel. Other

painting may be performed by employees on modified work and/or general production personnel.

Other Maintenance Duties

A. Watt will remain employed in the maintenance department with duties that coincide with his WSIB restrictions.

Lift truck and hand truck repairs will be performed by Maintenance personnel until such time as the lift truck fleet is leased. At this time hand trucks and occasional small repairs on lift trucks will be performed by maintenance personnel on an as needed basis.

The jobs of air conditioning, fire extinguishers and compressors shall remain maintenance duties.

Pipefitters duties will include construction, sprinkler systems, gas/heating related duties, refurbishing of pneumatic and hydraulic components.

All shift support responsibilities will be provided by Machine Repair and Electricians.

The Company and the Union realize the need for maintenance work to be done in Office Building #48. In this respect, Skilled trades will be responsible for all areas of maintenance that fall within their expertise within their various maintenance classifications.

With the aid of maintenance personnel, the Company will design a preventative and predictable maintenance program that will include the daily scheduling of maintenance personnel on different production lines in the plant that require preventative maintenance.

Yours truly, PPG Canada Inc.

Letter No. 21 PPG CANADA INC. WORKS 81 OSHAWA PLANT

LABOUR POOL

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The Company agrees to rotate jobs on the daily basis with the intent to train labour pool employees on all jobs.

Yours truly, PPG CANADA INC.

Letter No. 22 PPG CANADA INC. WORKS 81 OSHAWA PLANT

ASSEMBI /LACE LAYOFF/RECALL

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa. Ontario L1J 8L4

Dear Ms. Weatherby:

During recent negotiations the subject of a downturn in customer requirements and its effect on Assembly/Lace was discussed and the following was agreed.

- In the event of a layoff, 50 people, at full plant capacity, could flow from the plant to Assembly. Persons displaced from their home classification could take an optional layoff.
- After a period of 30 cumulative days, laid off employees would have bumping rights to a job in line of their seniority although flow into assembly would be at the rate of 10 people per week.
- 3) Employees who are ineligible for SUB would have immediate bumping

rights into assembly, seniority permitting.

- 4) Automatic sub-payment will start immediately if qualified.
- 5) Clawback protection for forced layoff only.

Yours truly, PPG CANADA INC.

Letter No. 23 PPG CANADA INC. WORKS 81 OSHAWA PLANT

OVERTIME SIGN UP SHEETS

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

The purpose of the sign up sheet will be to fill glass fabricator work, after normal overtime procedures for glass fabricators have been exhausted. Overtime requirements and sign up sheets will be available on Tuesday and will be removed at noon Thursday. Any cancellation after noon Thursday will be subject to double charging. Separate lists will be maintained for the plant and bonding/lace department. The list will be located in the Shift Supervisor's office.

Vacancies will be filled by low hours on the employees scheduled shift first. Remaining vacancies will be filled by low hours, starting with day shift first, then afternoons and finally midnights.

Any employee wishing to remove his/her name from the list must be initialed by the employee and Supervision.

Yours truly, PPG CANADA INC.

Letter No. 24 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Single Day Vacations

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J 8L4

Dear Ms. Weatherby:

For the purpose of clarification the company will endeavor to have single day vacations covered by qualified personnel and will not be filled with overtime.

Yours truly, PPG CANADA INC

Letter No.25 PPG CANADA INC. WORKS 81 OSHAWA PLANT

Plant Cleanup

April 1, 2002

Ms. Deb Weatherby, Chairperson, Works 81 Oshawa Bargaining Unit, Local 222, C.A.W., 1425 Phillip Murray Avenue, Oshawa, Ontario L1J8L4

Dear Ms. Weatherby:

During the course of negotiations the responsibilities of plant cleanup was discussed.

Plant cleanup will be utilized first when a general plant focus on cleanup is required per company requirement levels.

Yours truly, PPG CANADA INC.

-	

N I	\sim	
I٧	()	$\overline{}$

		_

LOCAL AGREEMENT

between

PPG CANADA INC., HAWKESBURY, WORKS 80

and

LOCAL 1661, C.A.W. - C.L.C. HAWKESBURY, ONTARIO

April I , 2002 to March 31, 2005

MEMORANDUM OF LOCAL AGREEMENT

Made and Entered into this First Day of April 1, 2002:

BETWEEN:

PPG CANADA INC., HAWKESBURY, WORKS 80

HEREINAFTER REFERRED TO **AS**THE COMPANY

AND:

THE NATIONAL AUTOMOBILE,
AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION
OF CANADA (C.A.W.)
AFFILIATED WITH THE
CANADIAN LABOUR CONGRESS,
LOCAL 1661, HAWKESBURY, ONTARIO.

HEREINAFTER REFERRED TO AS THE UNION,

WHEREAS

the parties together with other parties, entered into an agreement April 1, 2002 (hereinafter referred to as the "MASTER AGREEMENT") and

WHEREAS

the said Master Agreement contemplates that certain matters are the subject of local agreement, which matters are herewith made the subject of this Local Agreement.

TABLE OF CONTENTS

	Section	Page
	Occion	i age
Exclusions	1	232
Representation	2	232
Layoffsand Recalls	3	235
Transfers	4	241
Preferred Classifications	5	250
Establishment of		
Classifications	6	253
Hours of Work	7	254
Changes of Shift Provision	8	265
Overtime Distribution	9	265
Rest Periods	10	272
Wages	11	273
Skilled Trades Local	12	275
Classifications	Item I	275
Overtime Sharing Groups	Item II	275
Internal Moves	ltem III	277
Wages - Skilled Trades	Item IV	278
Rate of Pay	Item V	279
Special Electrician		
Premium Rate	Item VI	279
Vacation for Skilled		
Trades Employees	Item VII	280
Flow Chart for Layoff or		
Recall Purpose	Item VIII	281
Modification, Renewal and		
Termination	13	282
Letters of Understanding		283

SECTION 1 EXCLUSIONS

Pursuant to Section 3 of the Master Agreement, the following employees will not be covered by this agreement:

Supervisor and persons above the rank of Supervisor Office and Sales staff Quality Control Technicians Security Officers

SECTION 2 REPRESENTATION

- (a) Pursuant to the provisions of Section 12 (b) (i) of the Master Agreement, the Company recognizes a local Union Plant Committee consisting of a Plant Chairman and four regular Zone Committee members. The Company will also recognize one alternate Committee member for each regular Committee member. The plant chairperson is an hourly rated employee whose function is union representation on a full time bases to a maximum of 40 straight time hours per week.
 - (b) Pursuant of the provisions of Section 12 (b) (vi) of the Master Agreement, the Company shall recognize the appointment of additional alternates in zones where multiple shifts are required. Such appointments are to be made only

for the period for which multiple shifts are required.

- (c) Pursuant to the provisions of Section 12 (b)(x) of the Master Agreement, the following provisions will apply: When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday, the Company will advise the Plant Chairman and if he/she so elects he/she or his/her designate will be retained at work on some job that is required in the Plant and of which he/she is capable. When overtime is to be worked on an extension of the day shift or Saturday or Sunday or paid holiday in a zone, the Zone Committee member will be advised and if he/she so elects, he/she or his/her designate will be retained at work on some job that is required in his/her zone and of which he/she is capable.
- (d) The following list of Zones was agreed upon for representation purposes:

Zone 1 Cutting 3 and 4, Lehr 3 and 4, Forming, Process Engineering and SPC, Development Line

Zone 2 Laminating, Labour Pool, Lam-4

Zone 3 Finishing, Plant Services,

Papark Ronding and Framing

RePack, Bonding and Framing, Final#4

Zone 4 Skilled Trades

For the purpose of representation, it is understood that the Plant Chairman shall be without a zone and his/her jurisdiction shall be the whole Plant for all shifts.

It is further understood that Labour Pool who are assigned to work in another Zone, they will be represented by the Committee member in the Zone where they are performing the work.

In addition to the committee persons, the (e) company will recognize upon prior written notice a Committee person from Skilled Trades known as Zone 4 and the current practice will continue. This Committee person would be scheduled on day shift and deal with in-plant problems associated with and limited to the Skilled Trades Sections of the Agreement, he/she will also sit on any meetings of general concern to the plant as a whole, and will sit at 5 days of Local Negotiations. The Company would also recognize an alternate whenever the regular Committee person cannot act.

SECTION 3 LAYOFFS AND RECALLS

- (a) The Company will give employees twentyfour (24) hours' notice on layoff but this will not apply when the layoff is necessary because of circumstances beyond the control of the Company. Notification will be given directly when possible and posted on the Departmental Bulletin Boards.
- (b) (1) Layoffs from and recalls to preferred job classifications are determined by applying departmental seniority among the group of employees who have acquired seniority rights in such preferred classifications **as** provided in Section 5 of this Local Agreement.
 - (2) Any employee having acquired seniority rights within a preferred classification who is displaced from such preferred classification will then exercise his/her seniority pursuant to the provision of (c) below.
- (c) When the Company is required to reduce the work force such reduction will be carried out in the following manner:
 - Employees with seniority within a classification affected will be displaced from his/her job within that classification in reverse order of seniority.

- (2) If the total number of employees presently included in the work force is to be reduced for the following work week or longer, employees with insufficientplant-wide seniority to be included in such work force shall be laid off with probationary employees being laid off first. Those employees with sufficient plant-wide seniority to be included in the work force for the following work week will be allocated to the various departments first on the basis of departmental seniority and then on a plant wide basis.
- (3) If the total number of employees included in the work force for a given work week is to be reduced for a period of twenty-four (24) hours or less, employees will exercise their seniority in the department(s) and/or classification and on the shift(s) affected. Employees with insufficient seniority to remain at work in the department(s) and on the shift(s) affected will be laid off *in* the reverse order of their seniority with probationary employees being laid off first.
- (4) In the event of a temporary reduction (referred to in (c) (2) and (c) (3) of Section 3) in a classification, the Company will displace the most junior classified employee on the shift affected performing such job within the total classification.

- included in the work force for a given work week is to be reduced for a period of time in excess of twenty-four (24) hours but in no event for a period of time in excess of the remainder of the work week, employees will exercise their seniority in the department(s) and/or classification affected. Employees with insufficient seniority to remain at work in the department affected will be laid off in reverse order of their seniority with probationary employees being laid off first.
- (d) When the Company is required to increase the work force, such increase will be carried out in the following manner:
 - (1) In the case of recalls during the work week, employees laid off in accordance with (c) (3) above will be recalled on the basis of their seniority in the department(s) and/or classification on the shifts affected.
 - (2) In the case of recalls during the work week, employees laid off in accordance with (c) (4) above will be recalled on the basis of their seniority in department(s) andlor classification affected.
 - (3) In the case of recalls during the work week the Company will endeavour to

recall displaced employees to their respective department and/or classification on the shift they are then working. Employees not previously included in the work force will be recalled to openings on the basis of their plant-wide seniority.

- (4) If the total number of employees to be included in the work force for the following work week is increased, employees at work and/or recalled from layoff will be allocated to the various departments and/or classification firstly on the basis of their departmental seniority and secondly on the basis of their plantwide seniority.
- (e) At the end of each work week, the list of employees to be included in the work force for the following work week as well as employees who were laid-off and recalled during the current work week will be reviewed by the Director, Human Resources or his/her designate and the Plant Chairman or his/her designate.
- (f) If an employee eligible by seniority to be included in the work force cannot maintain the efficiency of the job available, Union and Management will confer to arrange a satisfactory job exchange with another employee.

- (g) A probationary employee will be laid off and recalled on the basis of his/her probationary time but shall not be permitted to displace another probationary employee in another department.
- (h) An employee who replaces another employee who is sick, on leave of absence, vacation, or temporary assignment will, upon the return of the regular employee, be returned to his/her former job classification seniority permitting.
- (i) When it is not possible to directly notify an employee of his/her recall, notification shall be given by registered mail addressed to the last address recorded with the Human Resources Department. Accordingly, the employee must notify the Human Resources Department immediately if he/she changes his/her address or telephone number.
- (j) Seniority will be as the name appears on the seniority list.
- (k) Displaced employees During the recent negotiations with respect to Section 3 of the Local Agreement, the Company has agreed that subsequent to the placement of displaced employees within their department on a shift such employees will be offered any available job opening within a classification on the basis of their departmental seniority. This selection will remain in effect for the

duration of the employees' displacement when practicable.

<u>Temporary employees shall not supercede seniority in a department.</u>

(I) Displaced Assigned Employees
An employee, assigned by schedule, who
completes his/her assignment prior to the
end of the work week, will be allowed to
displace the employee who is covering him
if on the same shift and seniority permitting;
otherwise, he/she will take the available
opening.

(m) Call-in procedure In order to eliminate the necessity of an employee having to be available for recall at any time during a particular day, the following list of recall times has been established.

6:00 a.m. - 8:30 a.m. 2:00 p.m. - 4:30 p.m. 6:00 p.m. - 8:30 p.m. (12-hour shifts) 10:00 p.m. - 12:30 a.m.

It would be the responsibility of each employee on layoff to be available for recall during these times. If an employee on layoff whom is eligible for recall refuses or is not available or not reached, then the employee will forfeit his/her recall right for the remainder of that work week and will not be entitled to Short Work Week pay. If an employee is unavailable for recall due to a justified reason (i.e. medical), that

employee must provide documented proof upon receipt to their Supervisor or Human Resources in order to get back on the Callin list.

(n) An employee forced by schedule to another job within his/her classification, will be allowed to return to his/her former job if on the same shift and provided it is for the remainder of his/her shift and is for a minimum of 4 hours. There will be only one such move allowed in relation to the aforementioned.

SECTION 4 TRANSFERS

- (a) Transfers will be dealt with on the basis of seniority and ability to perform the job.
- (b) A permanent vacancy is defined as any opening within a job classification or department after all eligible employees have been recalled and
 - The opening is created by a quit, discharge, death, retirement, transfer or disqualification, or
 - (ii) A new classification is being established, or
 - (iii) A specific job classification is permanently increasing the number of employees who hold the classification. However, an opening

created within such classification by a temporary condition of not longer than thirty (30) consecutive working days will be considered as a temporary vacancy and will not be subject to this subsection, unless mutually agreed otherwise by the parties.

For the purpose of this subsection, an employee who is displaced from his/her classification for a continuous period of three (3) consecutive months will lose his/her recall rights to his/her former classification and will become non-classified in the department. The employee must be scheduled for a minimum of one complete shift in order to constitute a classification recall.

For the purpose of this subsection, an employee who is displaced from his/her department for a continuous period of three (3) consecutive months will have no recall rights to any department and will become unassigned. The employee must be scheduled for a minimum of one complete shift in order to constitute a departmental recall.

For the purpose of this subsection, an employee who is displaced from a preferred classification for a continuous period of six (6) consecutive months will lose his/her recall rights to his/her former classification and will become non-classified in the department provided

he/she retains his/her department as per (b) (iii), 3rd paragraph above. An employee being displaced from his/her job within his/her classification for a period of three (3) consecutive months will lose all recall rights to his/her former job, and will apply his/her seniority within his/her classification in the available opening. (Excluding preferred classification)

- (iv) In reference to Section 4 (b) (iii), 2nd paragraph, at the time an employee becomes non-classified within his/her department, for scheduling and overtime sharing purposes during a period of assignment, he/she will temporarily be classified in a lower classification having the greater number of employees.
- (v) An opening, created by an employee who is absent due to sickness, injury, work assignment, vacation or leave of absence authorized by the Company, will not be considered as a vacancy until it becomes apparent to the parties that the employee will not return to his/her job.
- (c) Such employee transfers will be limited to two (2) in twelve (12) consecutive months dated from the first transfer of the previous calendar year. However, no more

than two (2) such transfers may be exercised in any one calendar year. A move from classification to classification within a department or from department to department constitutes a transfer. Employees will not be eligible for transfer after having made application for retirement.

Employees accepting Group Leader or line Operator classifications (includes: Operator Classification of the Forming, Development Line, Cutting 3, Cutting 4 and Lehr 3 and Lehr 4) cannot transfer for twelve (12) consecutive months from date of transfer, unless they become non-classified or unassigned as per Section 4(b) (iii). Employees accepting Group Leader or classifications in the Process Engineering Department cannot transfer for three (3) consecutive years from the date of transfer.

In case of transfers within the above mentioned departments to Group Leader and Line Operator, the 12 month restriction shall not apply.

In the case where an employee is retained in his/her original position subsequent to a transfer, the governing date for the 12 month calendar period shall be the actual transfer date, or, 1 month following the actual notification, whichever comes first.

(d) All transfers completed under this section shall be on a thirty (30) calendar day tentative basis, and a fifty (50) calendar day basis for Group Leader and line

Operator classifications (includes Operator classification of the Forming, Development Line Cutting 3, Cutting 4, Lehr 3 and Lehr 4), and within the Process Engineering, six (6) months and three (3) months for the Group Leader classification respectively, after which such transfers will be automatically confirmed.

The Company shall retain the right to remove such employee from the job if during the above respective periods, the transferee cannot perform the required work satisfactorily for the Company. An employee so removed will be reassigned to an available opening in the department and/or plant, or failing that, may exercise seniority on a plant-wide basis.

Should an hourly employee cease to be qualified for his/her job and fail to succeed in qualifying after additional training, the employee so removed will be reassigned to an available opening in the department and/or plant, or failing that, may exercise seniority on a plant-wide basis.

(e) In the event that a new classification is established, the Company will post the classification on the Departmental bulletin board. In the event that a new department is established, the Company will post the departmental classification(s) plant-wide. Such postings will have a general description of the classification(s) in order to allow employees with seniority to make application. Such application must be made within 120 hours from the time of posting.

"If within two (2) weeks after the information provided by the Company on a **job** closure does not materialize, the employee who has signed a transfer should then have the choice to return to his/her former job, canceling his/her transfer and/or move to his/her new transfer job."

(Job closure excludes plant activity and schedule.)

- (f) Seniority employees will be granted transfers to permanent vacancies in the following manner:
 - (i) Permanent vacancies within a **job** classification will be verbally offered to employees holding such classification on the basis of their seniority and signed by the employee on a form supplied by the Company, indicating acceptance or refusal. Refusing to sign at the time of asking will be considered as refused. Prior to the verbal asking, employees holding a specific job within a classification will be offered to change shift only on the schedule and line they are then working either twelve hours or eight hours schedule.
 - (ii) Permanent vacancies in a department will be verbally offered and signed by departmental employees on a form

supplied by the Company, indicating acceptance or refusal.

Refusing to sign at the time of asking will be considered as refused. If no employee in the department makes application, the senior non-classified employee holding departmental seniority will be assigned to such permanent opening.

- (iii) Permanent vacancies on a plant-wide basis will be posted in all departments for a period of 120 hours. Employees making application for such posting will automatically be granted such transfers in accordance with (a) above. The employee will be applying for the specific job opening within the classification in the department. If no employee makes application for such posting the Company shall permanently assign the senior unassigned employee having no departmental seniority to such permanent opening. Probationary employees will not be considered for such transfers until they acquire seniority.
- (g) Whenever possible the Company will begin filling permanent vacancies on Monday of each work week for the following work week schedule.

- (h) The Director, Human Resources or his/her designate and the Plant Chairman or his/her designate will review any transfers under this section and supply a copy to the Union indicating all information pertaining to such applications at the end of each work week.
- (i) If the number of employees to be transferred at any one time under this section would adversely affect the efficiency of the department(s) concerned, a reasonable delay may be necessary in physically effecting such transfers in order to provide adequate employee training.
- (j) In the event that an employee has either been removed from a classification or discharged, and a grievance has been filed, the resulting vacancy will not be considered as permanent until the arbitrator's decision has been rendered.
- (k) If an applicant qualifies for more than one department, he/she would be verbally offered his/her choice of department.
- (I) Should a new department be established or departments not listed above be affected by technological change, the parties will meet to discuss if the Operator classification is to be treated in the "line Operator" context of Section 4 (c) and (d).

(m) Transfers Processing

In the event of sick leave, leave of absence inverse layoff, or vacation, the parties agree to the following:

- (i) If an employee is not at work at the time of asking as per the date on the transfer matrix, and has not advised the Human Resources Department in writing of his/her transfer selection, he/she will be bypassed, without the right of recourse.
- (ii) An employee with the appropriate seniority who has notified his/her transfer selection as per this letter will be assigned to the vacancy and shall not have a right of recourse.

250

SECTION 5 PREFERRED CLASSIFICATIONS

Department	Job Classification	Minimum Days of Experience for Seniority Right	Maximum Coverage
Forming	Group Leader	30 Working Days	No Maximum
	Operator	30 Working Days	No Maximum
Cutting 3	Group Leader	30 Working Days	No Maximum
Cutting 4	Group Leader	30 Working Days	No Maximum
	Operator	30 Working Days	No Maximum
Lehr 3	Group Leader	30 Working Days	No Maximum
1	Operator	15 Working Days	1/shift
Lehr 4	Group Leader	30 Working Days	No Maximum
•	Operator	15 Working Days	1/shift
Laminating	Group Leader	30 Working Days	No Maximum
	Operator	30 Working Days	No Maximum
Finishing	Group Leader	30 Working Days	No Maximum

Department	Job Classification	Minimum Days of Experience for Seniority Right	Maximum Coverage
Laminating4	Group Leader	30 Working Days	No Maximum
	Operator	30 Working Days	No Maximum
Plant Services	Operator	15 Working Days	No Maximum
Re Pack	Group Leader	30 Working Days	No Maximum
Process Eng.	Group Leader	40 Working Days after job	No Maximum
Bonding/Framing	Group Leader	30 Working Days	1/shift
Development Line	Group Leader	30 Working Days after job acceptance	No Maximum

- (a) Any employee requesting and receiving a permanent transfer from such a Preferred Job Classification will forfeit such classification seniority rights for recall. A non-preferred employee who replaces an employee who is on sick leave, leave of absence, assignment, displacement, inverse layoffs, or vacation in a Preferred Job Classification will not be credited with such time spent in such preferred Job Classification. It is understood in the application of Transfer section 4 (b) (iii) last paragraph, regarding preferred classifications, refers to jobs within the classification, not the whole classification.
- (b) Retention of Preferred Employees During Periods of Layoff It is the intention of Management that, in the event of a reduction in the work force resulting in the retention of employees out of line of seniority for a period in excess of ninety (90) calendar days due to the application of Section 5, the Company representatives and the Union Committee will confer to make satisfactory arrangements to train employees on such classifications with a view to employing them in line of seniority. Management and the Union Committee will review such lavoff condition four (4) weeks subsequent to the beginning of such layoff to determine its duration. Notwithstandingthe above, the parties agree that employees may be retained at work in the plant and/or their respective departments, on the basis of their

seniority. In order to avoid retaining employees out of line of their seniority, the Company agrees to discuss with the Union, the retention of such employees in a preferred classification providing they have the required ability and qualifications to perform the work.

SECTION 6 ESTABLISHMENT OF CLASSIFICATIONS

Upon the establishment of a new classification not shown in the Local Agreement or if any existing job classification is so changed that it cannot be properly covered by the existing classification, Management will notify the Union in writing. Such job classification and rate will be subject to negotiation between the Local Management and the Local Plant Committee. If the patties fail to agree on a classification or rate, the Union may appeal the matter to an impartial arbitrator as provided in Section 13 of the Master Agreement by serving written notice within ten (10) working days of the date on which the last meeting was held to negotiate the classification and rate.

SECTION 7 HOURS OF WORK

- (a) Nothing contained in this section shall be construed as a guarantee of hours per day or days per week.
- (b) When operations are continuous seven days a week twelve (12) hour shifts, employees shall work forty-two (42) hours, consisting of twelve (12) hour rotating shifts averaged over a four (4) week period. When operations are on a normal five (5) day work week, the regular work week shall consist of (40) hours comprised of five (5), eight (8) hour days Monday to Friday inclusive. Hours of work in the case of seven (7) day eight (8) hour shift operations shall average 40 hours per week over a period of four (4) weeks. Their starting and guitting times will be in accordance with shift schedule No. 2. With the exception of employee working on seven (7) day operations the regular work week shall consist of forty (40) hours comprised of five (5), eight (8) hour days Monday to Friday inclusive.
- (c) Any deviation from the shift schedules contained in this section will be as mutually agreed upon between the Local Management and Local Union Plant Committee.

(d) Whenever a group of employees on a line in a classification are scheduled to work in accordance with Shift Schedule No. 2, all employees in such classification on such line will work in accordance with Shift Schedule No. 2.

(1) Shift Schedule No. 1 (unpaid lunch period)

				Hours Paid at Straight	Hours I Time &	Hours Paid at Time & Double		Premium ours	
				Time	one-half	Time	at \$0.50	At \$0.60	Eff April 1, 2003
	Day Shift	A.M.	P.M.					•	at
256	Monday to Friday	7:00	3:30	8					
95	Saturday	7:00	3:30		8				\$0.75
	Sunday	7:00	3:30			8			
	Afternoon Shift	P.M.	A.M.						
	Monday to Friday	3:30	12:00	8			8		
	Saturday	3:30	12:00		8		8		
	Sunday	3:30	12:00			8	а		

			Hours Paid at Straight	Hours P	aid at Double		Premium Iours	
			Time	one-half	Time	at \$0.50	At \$0.60	Eff April 1,2003 at \$0.75
Night Shift	P.M.	A.M.						454
Sunday to Thursday	11:00	7:00	8				8	8
Friday	11:00	7:00		8			8	š
Saturday	11:00	7:00			8		8	š
Day Shift	A.M.	P.M.						_
Monday to Friday	7:00	3:00	8					
Saturday	7:00	3:00		8				
Sunday -	7:00	3:00			8			
Afternoon Shift	P.M.	A.M.						
Monday to Friday	3:00	11:00	8			8		
Saturday	3:00	11:00		8		8		
Sunday	3:00	11:00			8	8 8		

NOTE:

257

Shift starting 11:00 P.M. Sunday is Monday shift and so forth.

- (e) Overtime premiums shall be paid for on the following basis:
 - (1) Five day operations
 - (i) Time and one-half for time worked in excess of the regular shift hours.
 - (ii) Time and one-half for time worked on Saturday except where such work is part of an employee's regular shift.
 - (iii) Double time for time worked on Sunday except where such work is part of an employee's regular shift.
 - (2) Seven day operations
 - (i) Time and one-half for time worked in excess of the regular shift hours.
 - (ii) Time and one-half for time worked on Saturday where such work is not part of an employee's regularly scheduled shift.
 - (iii) Time plus\one-quarter for time worked on Saturday where such work is part of an employee's regularly scheduled shift.

- (iv) Double time for time worked on Sunday where such work is not part of an employee's regularly scheduled shift.
- (v) Time and one-half for time worked on Sunday where such time is part of an employee's regularly scheduled shift.
- (vi) 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.
- (vii) 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.

(f) Shift Premiums

- A shift premium of 50¢/hour will be paid for regular hours worked on the afternoon shift.
- (2) A shift premium of 60¢/hour will be paid for regular hours worked on the night shift.

Effective April 1, 2003 a shift premium of 75 ϕ /hour will be paid for regular hours worked on the night shift.

(3) A shift premium of 73¢/hour will be paid for the night shifts on the continuous seven days twelve (12) hour shift operation (7:00 PM to 7:00 AM).

Effective April 1, 2003 a shift premium of \$0.80/hour will be paid for the night shifts on the continuous seven days twelve (12) hour shift operation (7:00 PM to 7:00 AM)

- (4) In the case of an extension of an employee's regular shift, a shift premium will be paid for hours worked beyond the eight (8) hours on the afternoon shift at 45¢/hour and for hours worked beyond the eight (8) hours on the night shift at 55¢/hour. Shift premiums will not be paid for hours worked beyond the eight (8) hours on the day shift. However, if an employee works a partial shift to replace another employee who is late or absent, or he/she works a full shift in addition to his/her regular shift, he/she will receive the applicable shift premium for the partial or full shift which he/she works.
- (5) Overtime premiums will not be paid on the shift premiums.

(g) Shift Rotation

The Company will endeavour to rotate an employee's shift, for those employees working on multiple shifts. This practice reflects the current situation in the plant and should conditions change, the practice may be changed. Whenever possible, the Company will provide notification to the Plant Chairman or his/her designate of such change.

∇	
δí	
10	

							J	N IEL	,,,,		n 14	1100		1111	۷	NLC												
DAY	s	М	Т	W	Ť	F	S	\$	М	T	W	T	F	S	S	M	T	W	T	F	S	s	М	Ť	W	T	F	s
7:00PM/7:00AM	A	Α	С	С	D	D	В	В	В	Α	A	С	¢	D	ם	D	В	В	Α	Α	¢	С	С	D	D	В	В	Α
7:00AM/7:00PM	Ь	D	В	В	Α	A	C.I	С	С	D	D	В	В	Α	Α	Α	С	C	D	D	В	В	В	Α	Α	С	С	ם
OFF	В	В	Α	Α	В	В	Α	Α	Α	В	В	Α	Α	В	В	8	Α	Α	В	В	Α	Α	Α	В	В	Α	Α	В
OFF	С	С	۵	D	С	С	D	۵	D	C	С	D	D	С	C	С	D	D	C	С	D	Δ	D	С	С	D	D	C
JANUARY	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1 29	2 30	3 31	4	5	В	7	8	9	10	11	12
FEBRUARY															١					1	2	3	4	5	6	7	8	9
	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	4	,	2	4	5	6	7	R	9
MARCH	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	•	•	-	•	Ť	•
APRIL	7		9															24			27	28	1 29	2 30	3	4	5	6
MAY	'														l										1	2	3	4
	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
JUNE	1							_				40		4.5	١.,			19			~~		~	oe.	00	07	00	~
	2	3	4	5	6	7	8	9	10	11	12	13	14	13	פו	17	16	19	20	27	22	23	24	23	20	21	20	20
JULY	30	4	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
JOE!	28	28	30	_	-	٠	٠	ľ	_	_																		
AUGUST	-~		~~	•	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
L G031	25	26	27	28	29		-		-																			
SEPTEMBER								1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21
]	22	23	24	25	26	27	28	29	30																			
OCTOBER	1									1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	15
ĺ	20	21	22	23	24	25	26	27	28	29	30	31																
NOVEMBER	1												1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
	17	18	19	20	21	22	23	24	25	26	27	28	29	30	١.	_	_		_	_	_	_	_					
DECEMBER	۔۔ ا	4-				-		<u>_</u>	20	97	OF.	20	27	26	1 20	2 30	3	4	5	6	7	8	9	10	11	12	13	14
l	15	16	17	18	19	20	21	22	23	24	25	26	21	20	29	JU	31	4	,	2		_	8	7	8	9	1 (ا 1 ر
JANUARY 2003	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	7	"	U	'	٠			'

7:00PM/7:00AM 7:00AM/7:00PM OFF OFF	A D E C	A D B C	C B A D	C B A D	D A B C	DAEC	E C A D	B C A D	E C A D	A D B C	A D B C	C B A D	C B A D	DABC	DABC	DABC	B C A D	B C A D	A DBC	A DBC	CBAD	C 8 00 D	CAGD	Date	DRCC	B B D	B 60 D	-
JANUARY	12	12	14	15	18	17	10	10	20	21	22	22	24	25	26	27	20	1 29	2 30	3	4	5	6	7	8	9	10	1
FEBRUARY	'-	10		.5	10	1.2	10	13	20	21		23	24	20	20	21	25	23	30	31	1	2	3	4	5	6	7	8
	В	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28								
MARCH	"		44	40	40		4.5	40	47		40									••	1	2	3	4	5	8	7	8
APRIL	B	10	11	12	13	14	15	15	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	,	3	4	5
	6	7	8	В	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	٠	•	
MAY	1,		6	7	8	9	40		47	42	44	45	40	43	4.	40	20	04	22	00		١,_		.~		1	2	3
	*	3	•	,	۰	9	10	11	12	13	14	13	10	17	18	19	20	21	22	23	24	(5	26	27	28	29	30	3
JUNE	1	2	3	4	5	6	7	8	8	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	2
	29	30	_	_	_	_	_	١.	_	_	_															_		
JULY	1,,,	28	1 29	30	3 31	4	5	6	7	8	8	10	11	12	13	14	15	16	17	18	19	50	21	22	23	24	25	2
AUGUST	["	20	23	30	31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	2
	24	25	26	27	28	29	30	31			_			_	_	_						١						
SEPTEMBER	21	22	23	24	25	26	77	28	1 29	2 30	3	4	5	6	7	8	В	10	11	12	13	14	15	16	17	18	19	21
OCTOBER	['	~~	20	24	25	20	21	۳	23	30	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	1
	19	20	21	22	23	24	25	26	27	28	29	30	31															
NOVEMBER	16	17	18	10	20	21	22	22	24	25	26	27	20	1 29	30	3	4	5	6	7	8	В	10	11	12	13	14	1
DECEMBER	۱'۰	17	10	13	20	21	~	۳	24	23	20	21	20	29	30	1	2	3	4	5	6	7	8	В	10	11	12	1:
	14	15	16	17	18	19	20	21	22	23	24	25	25	27	28	29	30	31		_	-	١.	-	_		• •		-
JANUARY 2004	<u>ا</u> .	4.5	40		4.5			_ ا						<u>.</u> .					1	2	3	4	5	6	7	8	9	1
	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	25	27	28	29	30	31	l						

263

26	
4	

M Y	S	М	Т	w	T	F	S	\$	м	Ţ	w	T	F	S	S	М	Т	W	Т	F	s	S	М	T	w	T	F	s
7:00PM/7:00AM 7:00AM/7:00PM OFF OFF	₹ □@∪	ADBC	O m a D	Omad	DABC	D A 8 C	BCAD	B C A D	BOAD	4 D & C	A D B C	CBAD	CBAD	D 4 8 C	OKBO	DA BC	BCAD	BCAD	A D B C	ADBC	CBAD	CBAD	O B A D	DABC	D 4 & C	BCAD	BCAD	₩ 0₩0
JANUARY	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1 29	2 30	3 31	4	5	6	7	8	8	10
FEBRUARY MARCH	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	1	2	3	4	5	7 6
APRIL.	7	8	9	10 7	11 R	12			-									24 21							31 28	1 29	2 30	3
MAY	2	3	4	5	6	7	8	9	10	11								19										1 29
JUNE	30	31 28	1 29	2 30	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
JULY AUGUST	25	26	27	28	1 29	2 30	3 3'	4	5	6	7	8	9 6	10 7	11	12 9	13 10	14		16 13				20 17				
SEPTEMBER	22	23						29	30	31	1	2	3	4	5	6	7	8	9	10	11			14				
OCTOBER	-	20	21 19	22 20	23		25 23		27 25	28 26	29	30 28	1 29	2 30	3	4	5	6	7	8	9	10	11	12	13	14	15	16
NOVEMBER	'	15							22	23		25		27	28	1 29	2 30	3	4	5	6	7	8	9	10	11	-	13
DECEMBER JANUARY 2005	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1 29	2 30	3 31	4	5	6	7	8	9	10	11 8
	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31		•		·	<i>-</i>

SECTION 8 CHANGE OF SHIFT PROVISION

- (a) Employees who are working in a given department during a given work week, will not receive time and one-half for the first scheduled change of shift within that work week. However, an employee working in such a given department will receive time and one-half for any other changes of shift within the same work week in such given department.
- (b) If the Company requests an employee to change his/her scheduled shift within his/her work week, he/she will receive the applicable overtime premium on his/her earned hourly rate for the first new shift worked.
- (c) However, employees who are changed to another shift due to the application of seniority, or at the employee's request, will not receive overtime pay for that shift.

SECTION 9 OVERTIME DISTRIBUTION

(a) When overtime is to be worked in a department, such overtime will be distributed as evenly as far as possible among those employees in a classification who regularly perform the work in such classification.

Mechanics of Overtime Distribution

- (b) (1) Records of overtime will be kept in "Paid Hours" for each calendar year.
 - (2) Newly-hired, transferred or temporarily assigned employees will be credited with the highest in the classification plus one hour. Employees transferring into classifications which require a training period will be credited with the highest in the classification plus one hour only at the completion of such training period. Assigned employees will also retain overtime rights in their own classification on the shift they are then working. All overtime worked will **be** charged in both classifications. For the purposes of this paragraph, the assigned employee will first qualify for overtime in his/her assigned job, if there is overtime in both classifications. Transferred employees will be credited with the highest in the classification plus one on the day they perform work in such classification. (Unless such employee is already scheduled in such classification). Employees who are displaced for a period of eight (8) hours or less will also retain overtime rights in their own classification on their respective shift and be charged accordingly.

- (3) Overtime records for each classification will be reduced to zero on January first of each year.
- (4) Employees on layoff or displaced will be charged with overtime occurring in their classification during their absence which they would have been eligible for if employed in their classification.
- (5) Employees on leave of absence, sick leave, suspension, vacation or external training scheduled by the Company will be charged with overtime occurring in their classification on their respective shift during their absence, for which they would have been eligible if employed in their classification.
- (6) Except as outlined in (b) (2) second paragraph above, all overtime worked and/or for which payment is received will be charged against an employee only in the classification in which the employee is working immediately prior to the overtime hours.
- (7) Governing hours for the asking of weekend overtime would be the hours at the end of an employee's regular shift on Wednesday. Furthermore, Wednesday hours will also govern for the following Sunday

for Departmental employees, and Unassigned employees scheduled in the department either in consecutive weeks or for the work week in which the Sunday falls. For the 12 hour operation the weekend overtime will include the Monday shift. Wednesday hours will also govern for long weekend overtime.

- (8) Overtime that is offered and accepted, not worked or cancelled by the employee, will be charged double as if worked. Overtime offered, refused, will be charged as if worked, provided the employee has received notice prior to the last four (4) hours of his/her last regular shift preceding such overtime.
- Overtime which would result in the (9) working of a double, unbroken shift will not be charged against the employee upon refusal. However, an employee who is offered overtime caused by absenteeism or lateness of which the Company had less than two (2) hours prior knowledge, will be charged for such hours if he/she declines the overtime offered, as will the absent employee. Such overtime will be offered first to the employees on the shift preceding such overtime in the classification concerned. For any overtime which results prior to the start of an employee's regular shift, employees on the shift will be

offered such overtime only when the requirement is for 4 hours or less. However, any overtime which results in more than twenty-four (24) hours notice will be offered to low hours regardless of shift based on Monday's hours 7:00 pm. For the purpose of 8-hour shift any short notice to the company up to 24 hours including overtime to be offered for Monday on Friday. (Such overtime will be offered to the employees scheduled on Monday, day shift). Overtime offered when called at home will not be charged upon refusal. Overtime offered and declined outside your department will not affect any overtime that could occur in your department during the same day, however, overtime occurring in your own department will

(10) When additional employees are required to work overtime in a classification other employees in the department in which such classification is located will be eligible to share in overtime.

during such overtime.

be offered only once. Employees refusing overtime in a first instance will not be offered overtime during that same day. Employees qualifying to work weekend overtime will apply their seniority in their respective job

- (11) Overtime offered and declined by employees outside their classification, but in their department, will be charged.
- (12) The hours of regular committee members, as outlined in Section 2 of the Local Agreement, will not be used in respect to (2) above. If at the end of his/her term, the committee member has greater hours than those in the group he/she represents, he/she will be credited with the highest in his/her then current classification plus one hour.
- (13) Both parties recognize that overtime may and will result without prior notification. However the Company will post production overtime to be worked whenever practicable.
- (14) For the purposes of weekend overtime, employees will be charged only the hours offered, upon refusal.
- (15) In the event that an eligible employee who is available to work overtime in a classification or department is not provided with the opportunity to work such overtime, then such employee will be reimbursed for lost wages. Furthermore, should such missed opportunity be a result of circumstances of which the Company had less than two (2) hours prior

knowledge, there will be no reimbursement to the employee.

- (16) Where employees within the same classification are on difference shift schedules (7-day operation), overtime hours will be adjusted at H + 1 for those employees reporting back to shift schedules 1 or 2 only if their hours are higher.
- (17) Cancelled overtime by the Company Cancelled overtime would not be charged, whether or not such overtime had been accepted or refused.
- (18) The Company and the union have agreed that when operations are on continuous seven days a week twelve (12) hour shifts, that the overtime mechanism will be modified as follows: the overtime shall be first offered on the line where the overtime is occurring, if additional employees are required in the department on Line 1 or 3 where the overtime occurs, the employees will be asked to share such overtime before it goes plant-wide. If during the course of this agreement the 12hour shifts were to be dropped to an 8-hour shift, this paragraph would then not be in effect and the overtime would be shared by the entire department until operations resume back to twelve (12) hour shifts.

SECTION 10 REST PERIODS

An employee will be granted rest periods totalling thirty (30) minutes each full shift.

No rest periods will be granted to an employee who works less than three (3) consecutive hours on overtime. When overtime is scheduled for three (3) or more consecutive hours, the Company will grant a rest period of twenty (20) minutes.

For employees working a double shift, the Company will provide a twenty (20) minute rest period prior to the commencement of such overtime, or as soon as possible after the start of the shift.

On continuous seven day operations (12 hour shifts) employees will be granted rest periods totaling sixty (60) minutes each shift. In addition, the normal 30 minute lunch period will be granted.

273

SECTION 11 WAGES The wage rates payable by the Company shall be those listed below for the respective job classifications listed. It is understood and agreed that these wage rates shall not be altered during the terms of this Agreement, except, and to the extent, mutually agreed upon by the Parties hereto.

Classification	Adjusted Base Rate	COLA Fold-	1st Year Rate	2nd Year Increase	2nd Year Rate	3rd Year	3rd Year Rate
Forming Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23,44	\$0.40	\$23.84
Forming Operator	\$21.91	\$0.88	\$22.78	\$0.40	\$23.19	\$0.40	\$23.59
Cutting #3 Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Cutting #3 Operator	\$21,91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59
Cutting#4 Group Leader	\$22.16	\$0.88	\$23.44	\$0.40	\$23,44	\$0.40	\$23.84
Cutting#4 Operator	\$21.91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59
Cutting #4 senior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Lehr#3 Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23,44	\$0.40	\$23.84
Lehr #3 Operator	\$21,91	\$0.88	\$22.78	\$0.40	\$23.19	\$0.40	\$23.58
Lehr #3 Senior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Lehr #3 Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23,00	\$0.40	\$23.40
Lehr#4 Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23,44	\$0.40	\$23.84
Lehr #4 Operator	\$21,91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59
Lehr #4 Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23,00	\$0.40	\$23.40
LaminatingGroup Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Laminating Operator	\$21.91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59
Larninating Senior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Finishing Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23,44	\$0.40	\$23.84
FinishingSenior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Finishing Personnel	\$21.67	\$0.88	\$22.55	\$0.40	\$22.95	\$0.40	\$23.35
Plant Services Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
PlantServices Operator	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Plant Services Senior Personnel	\$21.63	\$0.88	\$22.51	\$0.40	\$22.91	\$0.40	\$23.31
Plant Services Personnel	\$21.53	\$0.88	\$22.41	\$0.40	\$22.81	\$0.40	\$23,21
Re-Pack Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Re-Pack Senior Personnal	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40

r
-
1

Lam#4 Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Lam #4 Operator	\$21.91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59
Lam #4 Senior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Labour Pool Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23.00	\$0.40	\$23.40
Process Engr. Group Leader	\$22.16	\$8.0\$	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
SPC Group Leader	\$22.16	\$8.0\$	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
SPC Leader	\$21.81	\$0.88	\$22.69	\$0.40	\$23.09	\$0.40	\$23.49
Bonding/Framing Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Sonding/Framing Personnel	\$18.50	\$0.88	\$19.38	\$0.40	\$19.78	\$0.40	\$20.18
Final #4 Group Leader	\$22.16	\$0.88	\$23.04	\$0.40	\$23.44	\$0.40	\$23.84
Final #4 Senior Personnel	\$21.72	\$0.88	\$22.60	\$0.40	\$23,00	\$0.40	\$23,40
Development Line Group Leader	\$22,16	\$0.88	\$23.04	\$0,40	\$23,44	\$0.40	\$23,84
Development Line Operator	\$21.91	\$0.88	\$22.79	\$0.40	\$23.19	\$0.40	\$23.59

NOTE: Starting rate Is two dollars (\$200\text{ess} than listed and applies during the employee's first nine calendar months in the classification. Intermediate rate is one dollar (\$1.00) less than listed and applied during the employee's next nine calendar months in the classification. After completion of eighteen calendar months in the classification, the employee shall receive the base rate for the classification as outlined above.

The training rata in the Group Leader's classification will be the highest rate associated with the classification in the Department concerned (except Group Leader), or retain his/her current rate, whichever is higher.

SECTION 12 SKILLED TRADES LOCAL

ITEM I

Pursuant to Article 1 (a) of the Skilled Trades Master Agreement the local skilled trades are as listed below:

- (1) rd Class Stationary Engineer
- (2) Machine Repair
- (3) Electrician

In order to retain flexibility in the Machine Repair and Electrician classifications, an employee within these Skilled Trades may be required to perform work not normally within his/her skilled trade. A Machine Repairman may perform minor electrical work or accompany an electrician and an electrician may perform minor machine repair work or accompany a machine repair man as required, provided, however, that the employee so assigned has the requisite skills to perform the work to which he/she is assigned.

ITEMII

(a) The employees in each of the skilled trades listed into Item I will form the sharing groups for the purpose of overtime distribution as described in Article 10 of the Skilled Trades Master Agreement.

There will be no cross trades allowed for the apprenticeship program.

- (b) When additional employees are needed in overtime, it is understood that the company will offer the overtime to skilled trade employees not within the skilled trades where the overtime is required in accordance with item I. It is also understood that the reshuffling of planned and scheduled teams would not occur because of cancelled overtime by employees.
- Within the Machine Repair group, (c) overtime in the Mould Shop will first be offered in the Mould personnel group, regardless of governing hours and then in the Mechanical personnel group. This same procedure applies for the overtime to be offered in the Mechanical personnel group. Within the Production Electrician Group, overtime in the Production Electrician Group will first be offered in the Production Electrician Group, regardless of governing hours and then in the Electrical Shop This same procedure applies for the overtime to be offered in the Electrical Shop.
- (d) The mechanics of overtime distribution are listed in Section 9 of the Local Agreement. In addition, all hours offered in regards to emergency work within the Skilled Trades shall be charged. Employees in the Skilled Trades working extended hours to the production work week and coming in early for start-up will be charged for overtime offered for Saturdays and Sundays.

In regards to the 8 hour safety policy between shifts - those employees on the 12 hour shift shall be eligible for Overtime only after the company has exhausted the O/T distribution list. Only then would an employee be eligible to come back to work with less than 8 hours interruption. The preceding does not apply to unplanned circumstances, emergencies and cases of job continuation.

ITEM III

If an employee wants to move from his/her job within his/her classification, the Company will post once a year on December 1. Such opening to be filled by seniority. If no employee applies. then the most junior employee within that classification will be assigned to such job. No employee within the classification will be allowed to apply for Preventive Maintenance, Mold Repair and Group Leader job when there is no opening. It is also understood that the employee who displaces the most junior employee does have the requisite skills after a reasonable period of training. An employee will not be eligible to exercise such privilege before a period of 24 months has expired on his/her new job within his/her classification.

If the employee moves from his or her job within his or her classification to the General Maintenance Personnel, he or she will be allowed to move before the end of the 24 months period to any opening within his or her classification.

(1)

(2)

(3)

(4)

8 years experience

ITEM IV HAWKESBURY WAGES - SKILLED TRADES

The wage rates payable by the Company in each Skilled Trade are listed below:

classification	Adjusted Base Rate	COLA Fold - In	1st Year Rate	2nd Year Increase	2nd Year Rate	3rd Year Increase	3rd Year Rate
Electrician	\$26.02	\$0.88	\$26.90	\$0.60	\$27.50	\$0.60	\$28.10
Machine Repair	\$25.83	\$0.88	\$26.71	\$0.60	\$27.31	\$0.60	\$27.91
Stationary Engineer 3rd Class	\$25.83	\$0.88	\$26.71	\$0.60	\$27.31	\$0.60	\$27.91

NOTES:

- The relevant experience of an employee accepted as a supplemental helper within a skilled trade will determine the applicable wage rate according to the following table, and will be subsequently progressed as follows:
 - Less than 1 year's experience
 1 year but less than 3 years experience
 3 years but less than 5 years experience
 5 years but less than 5 years experience
 5 years but less than 8 years experience
 7 years but less than 8 years experience
 7 years but less than 8 years experience
 95% of the Journeyman's Base Rate
 1 yman's Base Rate
 2 years but less than 8 years experience
 95% of the Journeyman's Base Rate
- A Group Leader will receive his/her Journeyman's Base Rate plus thirty-five (35) cents per hour.
- It is understood and agreed that these are minimum wage rates and shall not be altered during the term of this Agreement, except and to
- the extent mutually agreed upon by the Pattieshereto.

 The Company will reimburse the cost of the license renewal to the Boilerroom Skilled Trades personnel (annual), Electricians (once every

Tongs after In. -- Tyman's Base Rate

three years), and tradesman holding a maintenance gas fitter license (once every two years), provided the employee provides the paid receipt to the Human Resources Department.

ITEM V

Rate of Pay

The 4th Class Stationary Engineer, while acting as supplemental personnel to the regular Boiler Room work force, will be remunerated at twelve (12) cents per hour less than the base rate of the 3rd Class Stationary Engineer. The Company has agreed to provide the Group Leader rate for the first floater on the alternate shift to include Electrician/ Machine Repair/ Stationary Engineer, in doing so the first floater shall then be responsible of inputting work orders on the systems, report deficiencies in writing, take care of call-ins and work order distribution during these alternate shifts.

ITEM VI

Special Electrician Premium Rate

The subject of a premium rate of pay was discussed for electricians who have achieved a specific capability and knowledge in certain areas in keeping with technological change.

These areas would include, but not be limited to: PLC capability, robotics capability, N/C capability, electronics and instrumentation knowledge, and overall troubleshooting capability.

Electricians who possess these capabilities will receive the journeyman electrician rate plus a \$0.50 per hour premium in recognition of their talents and contributions

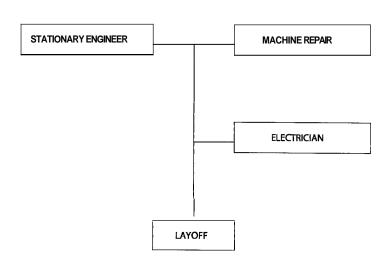
ITEMVII

Vacation for Skilled Trades Employees

The Company will give serious consideration to requests from the Skilled Trades employees to schedule vacation during the plant summer shut-down where granting of such requests will not have an adverse effect on the efficiency and costs of the operation.

ITEM VIII

FLOWCHART FOR LAYOFFAND RECALL PURPOSE



281

SECTION 13 MODIFICATION, RENEWAL, AND TERMINATION

This local agreement for the purpose of modification, renewal, and termination *is* subject to the provisions of Section 43 of the Master Agreement.

Signed at Montreal, Quebec this 1st day of April, 2002.

FOR THE

FOR THE COMPANY: LOCAL UNION:

H.J.Bono J. Berniquer
J.D.Smith M. Durocher
A. Nasab D. Paquette
S. Dionne R. Thauvette
P. Martel M. Seguin
A. Boa

FOR THE NATIONAL UNION:

M. Reuter

LETTERS OF UNDERSTANDING HAWKESBURY PLANT

(The following letters of understanding which were furnished to the C.A.W. contain undertakings and commitments on the part of the Company for the duration of this Agreement unless changed by mutual agreement. They are not part of the Hawkesbury Local Agreement but have been included in this booklet for information purposes.)

INDEX LETTERS OF UNDERSTANDING

	Letter No.	Page
Heat Relief Quebec Medicare	1 2	285 287
Coveralls Off-line work	3 4	288 289
Supplemental Health Care coverage for		
Employees residing in the Province of Quebec	5	290
Selection Procedures of General Labour Employees	J	292
Metatarsal Safety Footwear		
and Safety Eyewear Training Attendee Work Hou		294 297
Length of Special Assignment Plant-wide Inventory	nt 9 10	298 300
Shift Relief 12-Hour Shifts	11 12	301 303

13	308
14	310
15	311
	14

Letter No. 1 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Heat Relief

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During negotiations, the Company agreed to grant heat relief to its hourly-rated employees covered by this Agreement. Requests for heat relief are to be made by the employees to the supervisor concerned and will be granted only when the wet bulb global temperature is 28 degrees Celcius and above. The reading will be taken at the employee's workstation.

Such heat relief will apply to employees working in <u>Laminating #3 Senior Personnel (restricted to Heat Seal and Bagger area.)</u>

Should circumstance change, the parties will meet to determine if heat relief would apply to other areas during the term of the agreement.

In the event that a dispute arises, the Committee member will discuss the matter with the Production Superintendent and if the problem remains unresolved, the Plant

Manager or his/her designate and the Plant Chairman or his/her designate will confer.

Yours truly, PPG CANADA INC.

Stephane Dionne Director, Human Resources

Letter No. 2 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Quebec Medicare

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During the recent negotiations, the subject of a premium-based Quebec Medicare Plan was discussed.

Should the Province of Quebec revert to such a system, the Company agrees to pay each employee who is a resident of the Province of Quebec, an amount equal to the employee's contributions to the Quebec Medicare Plan arising from his/her earnings with the Company.

This amount will be calculated and paid each year at the time the employee's T-4 Income Tax Form is prepared.

Yours truly, PPG CANADA INC.

Stephane Dionne Director, Human Resources

Letter No. 3 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Coveralls

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, discussions took place regarding the provision of coveralls to employees in certain classifications in the plant. The Company will provide a one-piece suit coverall for the paint room personnel.

Two piece coveralls are acceptable if there are no extra costs to the Company.

Yours truly, PPG CANADA INC.

Stephane Dionne Director, Human Resources

Letter No. 4 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Off-line work

April 1, 2002 Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, discussion took place regarding the assigning of senior employees to off-line work.

For any period of one hour or less, the work will be offered to the Labor Pool. For a period greater than one hour, the senior employees will be offered the work and if refused, the work will be assigned to the Labor Pool. If the most senior employee refuses once, it will count for the remainder of the week for all the jobs in that department.

It is the intention of Management to continue the present practice with respect to the assigning of the senior employee in designated classifications, on a continuous basis, where this assignment does not have an adverse effect on productivity.

Yours truly, PPG CANADA INC.

Letter No. 5 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Supplemental Health Care Coverage for Employees Residing in the Province of Quebec

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, discussions took place regarding Supplemental Health Care coverage for employees residing in the Province of Quebec.

Provided an employee is not making contributions to Quebec Medicare Plan as contained in Letter No. 5, the Company will provide supplemental coverage for eligible employees residing in the Province of Quebec to equate to covered expenses available to respective employees who reside in the Province of Ontario.

Benefits would be provided under such supplemental coverage upon submission of proof satisfactory to the Insurance Carrier that a member received covered services thereunder. The benefit payment for covered expenses incurred would equal the lesser of (a) the actual charge for such covered services, or (b) the reasonable and customary charge for such covered services, but in no case would exceed the amount provided for such services under the Ontario Health Insurance Act and applicable regulations (as now in effect or as hereafter amended).

Yours truly, PPG CANADA INC.

Letter No. 6 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

<u>Selection Procedure of General Labour</u> <u>Employees</u>

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

The Company will implement the following procedure for selecting employees who will work as General Labour during the summer shutdown:

- (i) The Company will, where possible, post a notice for a period of forty-eight (48) hours, specifying the appropriate number of employees and the dates required:
- (ii) Employees may file applications in the Security Guard Office during this period;
- (iii) Management will select applicants on the basis of their seniority and ability to perform the work.

(iv) Employees so selected to work as General Labour will be remunerated at the Plant Clean-up rate.

However, if in the opinion of the company, the scheduling of such employee's vacation at a later date would have an adverse effect on the efficiency and costs of operations, Management could decline to grant such request.

Yours truly, PPG CANADA INC.

Letter No. 7 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Metatarsal Safety Footwear and Safety Eyewear

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

This letter will confirm agreement reached during the negotiations regarding metatarsal safety footwear and safety eyewear protection.

The wearing off metatarsal safety footwear and safety eyewear is compulsory, a condition of employment, and in keeping with Company's Policies.

Metatarsal Safety Footwear
An employee with seniority will be able to
purchase one (1) paid per contract year of
approved metatarsal safety footwear. The
company will pay up to \$110.00 on or after April
1, 1999, \$115.00 on or after April 1, 2000 and
\$120.00 on or after April 1, 2001 per pair. The
Company will also pay the applicable tax on
purchases up to these amounts. This amount
may be accumulated for a maximum of two
years.

A second purchase of safety footwear will be permitted, upon approval, should a situation arise where purchased safety footwear is returned as non-serviceable due to normal wear and tear within the plant. Non-serviceable footwear status must be confirmed by the Human Resources Department. Payment for a second pair will not be made if non-serviceable footwear is the result of abuse or lack of proper care. A second pair payment will be in the amount as outlined above. Should a second pair replacement be made in the last quarter of the contract year, the Company reserves the right to qualify the replacement as the next contract year's purchase.

Safety Eyewear

The Company will provide as required at no cost to a seniority employee, safety glasses or replacement parts on the following basis:

- (i) One pair of "plano" safety glasses per year.
- (ii) One pair of prescription safety glasses or lens every two years, or as prescribed by a certified eye specialist.
- (iii) Damaged or broken safety lenses, frames or temples will be replaced as required, provided however that the employee furnishes the Company with a satisfactory explanation as to the cause of such damage or breakage.

A year for the purpose of this provision is defined as one year from the date of issue or purchase of employee's safety glasses or prescription lens replacement.

Yours truly, PPG CANADA INC.

Letter No. 8 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Training - Attendee Work Hours

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

For all training provided by the Company, employees scheduled for training will work the hours **as** per the Shift Schedule of their workweek in accordance to Section 7 of the Local Agreement.

Should an employee leave after a course but prior to his/her scheduled shift finishing time, it is understood it is on a non-paid basis.

Yours truly, PPG CANADA INC.

Letter No. 9 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Length of Special Assignments

April 1, 2002

Mr. M. Durocher, Chairperson Duplate Bargaining Unit Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, the parties discussed the length of special assignments and have agreed to the following:

Special assignments will be of a maximum duration of 15 calendar months per employee.

At the completion of 12 calendar months within the assignment, the parties will meet to discuss whether this assignment be made a regular position, and that the assigned employee be offered this regular position.

Should the Company determine that this assignment remain temporary, the assigned employee may be offered to continue in this assignment, and upon acceptance, forfeit all recall rights to his/her classification and become non-classified in the department upon completion of the assignment provided he/she

retains his/her department as per Section 4 (b) (iii).

Should the employee decline to continue on assignment, beyond the 15 calendar months from the start of the assignment, the Company will select a replacement. The replacement will complete the extended assignment in accordance with the above conditions.

Yours truly, PPG CANADA INC.

Letter No.10 PPG CANADA INC. WORKS #80 HAWKESBURY PLANT

Plant Wide Inventory

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, discussion took place regarding the staffing for plant wide inventory. The Company and the Union agreed to the following:

The Company will make a plant wide posting for the staffing of the plant wide inventory. The posting information will include the number of employees needed, the date, and the agreed date for determining low hours which will govern to whom the overtime will be offered. Provision under Section 9 will apply for the plant wide inventory.

Yours truly, PPG CANADA INC.

Letter No. 11 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Shift Relief

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

This is to advise you that the Company intends to continue the current practice of Shift Relief as it is currently instituted in the following Department:

Boiler Room
Forming
Laminating - Finishing#1
Cutting - Lehr
Laminating - Finishing#3
Final #4
Laminating #4
Lehr #4
Maintenance
Plant services
(Personnel)

- The Department concerned must be operating on a two (2) or more shift schedule.
- 2. Employees will be permitted to leave their workplace up to 15 minutes prior to the end of their shift, provided they have been replaced. This constitutes the employee's normal work day.

- Employees who have not been replaced will be required to remain on the job past the end of their normal shift and will be paid accordingly.
- 4. Overtime will be offered as per Section 9 of the Local Agreement provided the employee has not been replaced.
- An employee, not normally relieved, will be required to work up to the end of such shift as defined in Section 7 of the Local Agreement.

It was understood and agreed that the Company reserves the right of discontinuing such program should there be continued violation of any of the above mentioned conditions.

Yours truly, PPG CANADA INC.

Letter No. 12 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

12 Hour Shifts

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

During recent negotiations, the subject of continuous operations seven days a week, twelve (12) hour shift rotation was discussed. The Company and the Union agreed on the following whenever this company chooses to schedule its operations in part or in whole to continuous operations (12 hour shifts)

1. Hours of work

The regular hours of work will be: 7:00 PM to 7:00 AM for the night shift 7:00 AM to 7:00 PM for the day shift

The normal scheduled work week for twelve (12) hour shifts will be from 7:00 PM Saturday to the next Saturday 7:00 PM.

2. Rate of Pay

- (i) The hours worked on the twelve (12) hour Shift Schedule will be compensated at the regular rate of pay, and are subject to Section 7, paragraph (a) for overtime premiums.
- (ii) On a four (4)-week period, an employee will be eligible to be paid thirty-six (36) hours at the applicable rate for his/her three-shift schedule; forty-eight (48) hours at the applicable rate for his/her four-shift schedule; thirty-six (36) hours at the applicable rate for the second three-shift schedule; and forty (40) hours at the applicable rate plus eight (8) hours at overtime for the second four-shift schedule.
- (iii) For the purpose of SWW an employee working on the 12-hour schedule would be compensated for all short hours up to 42 hours.

3. Holidays

This section is subject to Section 33 of the Master Collective Agreement.

An employee with seniority who qualifies will receive double time for working a holiday, plus eight (8) hours holiday pay at straight time.

An employee not working on a holiday or if a holiday falls on an employee's vacation period, will receive eight (8) hours pay at his/her regular rate of pay for such holiday, but will not be entitled to an extra day off.

When on continuous seven days a week twelve hour shift operation, if the Company chooses to shut down operations during a weekend where a holiday occurs (3 day shut down or 4 day shut down) and returns to twelve hour shifts after the long weekend, employees will receive twelve (12) hours pay at their regular rate of pay for such holiday(s).

4 Bereavement

When death occurs in the immediate family (as defined in Section 32 of the Collective Agreement), a seniority employee upon notification to the Company, will be granted two (2) twelve (12)-hour shifts of Bereavement Allowance pay for shifts he/she is scheduled to work immediately following the date of death provided he/she attends the funeral. Bereavement Allowance will be paid at the applicable rate.

In the event that the death occurs on the Friday prior to an employee working Saturday, Sunday and Monday, Bereavement Allowance and Leave will be given for the Saturday and Sunday. Upon request, an employee will be granted a leave of absence on the Monday, provided he/she attends the burial service performed on that day and will be paid for (4) hours at the applicable rate.

In accordance with Section 32, the 5 day bereavement will be provided for all scheduled shifts within the 7 calendar days immediately following the death, to a maximum of 48 hours.

5. Jury Duty

Jury Duty administration will be in accordance with Section 31 of the Collective Agreement. The employee will be paid twelve (12) hours for each day on which he/she otherwise would have been scheduled to work for the Company, at the applicable rate.

6. Sickness and Accident Benefits

Sickness and Accident benefits entitlement and administration will be in accordance with the Collective Agreement. Sickness and Accident weekly benefits shall be paid for scheduled days only and accordingly, on the basis of three (3) days in a thirty-six (36) hour week and four (4) days in a forty-eight (48) hour week respectively.

7. An employee entitled to Workplace Safety Insurance will receive such benefits as per the existing procedures.

8. Should there be any conflict between the existing Collective Agreement and this Letter of Agreement on the twelve (12)-hour shift schedule, this Letter of Agreement will prevail.

Yours truly, PPG CANADA INC.

Letter No. 13 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Backup for Group Leaders, Line Operators & Lift Truck Operators

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

An employee accepting backup for the above mentioned will commit him/herself for an 18 month period on his/her own shift. Employees that change shift lose their backup on the said shift (this will not apply to unassigned employees).

The recognized backup on a shift will remain in the said position for a minimum of 3 months. If the requirement is more than 3 months the senior backup will be allowed to be backup on the shift in question.

For zone #1, it was understood that Labor Pool Personnel would be offered, by seniority, the backup position for zone #1 Operators. It was also understood that the junior Labor Pool Personnel were to be forced to the backup Operator position on their respective shifts.

For zone #2 and #3, it was agreed that the backup position for Group Leaders and Operators would be offered to employees within their respectivedepartments, by seniority. It was also understoodthat the junior employee is to be forced to the backup Group Leader and Operator position on their respective shifts.

Yours truly, PPG CANADA INC.

Letter No. 14 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Paid Lunch

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

Should an employee accept an overtime opportunity of at least 4 hours, at the end of the shift on which he/she is asked, he/she will be provided a meal allowance equivalent to the Special at the canteen.

Yours truly, PPG CANADA INC.

Letter No. 15 PPG CANADA INC. WORKS 80 HAWKESBURY PLANT

Relief System

April 1, 2002

Mr. M. Durocher, Chairperson Local 1661, C.A.W. Hawkesbury, Ontario

Dear Mr. Durocher:

Whenever possible, when a shift starts with the relief person providing relief, the relief system will stay in place for the duration of the shift.

Yours truly, PPG CANADA INC.

SUPPLEMENTAL AGREEMENT

between

PPG CANADA INC..

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (C.A.WCANADA)

and Its

LOCAL NO. 222 and NO. 1661

Affiliated with the Canadian Labour Congress

April 1, 2002 to March 31, 2005

> UNION Made

PPG CANADA INC. SUPPLEMENTAL AGREEMENTS

	Page
EXHIBIT A:	
Pension Plan	3
EXHIBIT B :	
Insurance Program	66
EXHIBIT C :	
Supplemental Unemployment	
Benefit Plan. The Separation Payment Plan, and	
The Automatic Short	
Week Benefit Plan	127

UNION MADE

SUPPLEMENTAL AGREEMENT COVERING THE PENSION PLAN

EXHIBIT A

to

Agreement between

PPG CANADA INC.

and

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

and its

LOCAL NO. 222 (OSHAWA) and LOCAL NO. 1661 (HAWKESBURY)

April 1, 2002

EXHIBIT A PENSION PLAN

This Agreement is made and entered into this 1st day of **April 2002**.

By and Between:

PPG CANADA INC.

Toronto, Canada,

hereinafter designated as "the Company",

and

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

affiliated with the C.L.C. and its Local No. 222 (Oshawa), and Local No. 1661 (Hawkesbury),

hereinafter designated as "the Union".

EXHIBIT A PENSION PLAN

Agreem	ent		Page
Article	1	Definitions	5
Article	2	Establishment of the Plan	10
Article	3	Effective Date	11
Article	4	Normal and Early Retirement	11
Article	5	Supplementary Pension Benefit	27
Article	6	Disability Retirement	28
Article	7	Normal and Optional Pension Benefits	31
Article	8	Crediting of Service	37
Article	9	Periods of Benefit Payment	42
Article	10	Administration	46
Article	11	General	50
Article	12	Pension Fund	53
Article	13	Termination of the Plan	55
Article	14	Registration and	59

The company and the Union agree that the Agreement between the parties dated April 1, 2002, concerning the provision of retirement income for employees shall be amended so that effective April 1, 2002, the said Agreement and Plan shall read as hereinafter set forth and shall constitute the entire Agreement between the parties with respect to retirement income for employees covered hereby.

ARTICLE 1 DEFINITIONS

1.01

The following terms for the purpose of this Agreement only, shall have the meaning set forth below unless the context clearly indicates otherwise:

- Accrued Pension has the meaning given it in Section 4.02.
- 2. "Actuarial Equivalent Value" means equivalent value when computed on the basis of the rate of interest and using the actuarial tables recommended by the Actuary for such purposes of the Plan, in compliance with such minimum standards as may be established from time to time by the Canadian Institute of Actuaries and as published in the recommendations of that body, and the rules and regulations of Revenue Canada, Taxation as amended from time to time.
- "Actuary" means a Fellow of the Canadian Institute of Actuaries, or a firm of consultants at least one of whose members is so qualified, appointed by the

Company to prepare such actuarial reports as may be required by the Company, the Board or competent Government authorities.

- 4. "Applicable Factor" means the factors set out in Section 4.04.
- "Basic Agreement" means the Collective Bargaining Agreement between the Company and the Union dated December 6, 1962, or any renewal thereof or any successor agreement thereto.
- 6. "Basic Benefit" means the monthly benefit payable under the Plan, excluding any Supplementary Benefit.
- 7. "Beneficiary" means the person or persons named by an Employee as his/her Beneficiary, co-Beneficiary or contingent Beneficiary in accordance with Section 7.04.
- "Board" means the Board of Administration provided for in Article 10 hereof.
- 9. "Collective Bargaining Unit" means the bargaining units represented by the Union under the Basic Agreement.
- 10. "Commuted Value" means the actuarial present value of the Pension Benefit or other benefit to which an Employee, or his/her Spouse or Beneficiary, if applicable, is or will become entitled and which shall be determined on a basis as determined by the Company which conforms to the requirements of the Pension Benefits Act and the rules and regulations of C.C.R.A. as amended from time to time.

- **CreditedService" means the sum of Past Service and Future Service as determined in accordance with Article 8 hereof.
- "Disability Benefit" means a benefit payable under Article 6 hereof.
- 13. "Employee" means any person who during the term of this agreement has seniority status under the Basic Agreement in the Collective Bargaining Unit.
- 14. "Estimated Statutory Benefit" means the amount of Statutory Benefit which would be payable as of the date such Statutory Benefit first became available to an Employee if he/she had been in full-time active employment with the Company from January 1, 1966 to the date of retirement
- "Future Service" means an Employee's service with the Company after November 30, 1962, as determined in accordance with Section 8.03 hereof.
- 16. "*GovernmentPension" means a pension payable under the Old Age Security Act, the Canada Pension Plan Act, or any other Federal or Provincial legislation which provides pension benefits other than on a need-test basis.
- 17. "Investor" means a corporate Canadian trust company or an insurance company licensed to do business in Canada.
- 18. "Past Service" means an Employee's service with the Company prior to December 1, 1962, as determined in accordance with Sections 8.02, 8.03(h) and/or 8.05 hereof.

- "Pension Benefit" means a benefit payable under Article 4 hereof.
- 20. "Pension Benefits Act" means the Pension Benefits Act, 1987 (Ontario) and Regulation thereunder, as amended from time to time, and any other substantially similar act of a designated province or territory in Canada.
- 21. "Pensioner" means a person whose employment in the Collective Bargaining Unit has been terminated and who is receiving a Pension Benefit or a Disability Benefit hereunder.
- 22. "Pension Fund" means all monies, securities and assets of any kind which are on deposit or held with the Investor and from which the Pension Benefits payable to Pensioners under the provisions of the Plan will be paid or from which annuities for such benefits will be purchased.
- 23. "Plan" means the uniform system for providing retirement income embodied in the Agreement dated December 1, 1962, and as amended herein and shall be known as the PPG Canada Inc. C.A.W. Pension Plan.
- 24. "Predecessor Plan" means the Plan in effect prior to December 1, 1962, and referred to in the 1959 Agreement.
- 25. "Retire", "Retired" and "Retirement" means termination of employment of an Employee eligible for a benefit in accordance with Section 4.03, 4.04 or 6.02 hereof.
- 26. "Special Allowance" means the Pension Benefit payable pursuant to subsection 4.04(d).

- 27. "Spouse" means the person who at the earlier of the date of death of an Employee and the date payment of his/her Pension Benefit commences (i) is legally married to the Employee and is not living separate and apart from the Employee, and if there is no such Spouse, (ii) is a person who has been residing with the Employee in a conjugal relationship for at least 1 continuous year, and has been publicly represented by the Employee as the Employee's Spouse during the one (1) continuous year immediately preceding the date of death of the employee.
- 28. "Statutory Benefit" means any old age or Total and Permanent Disability benefit (other than any benefit under the provisions of the Old Age Security Act) which an Employee or Retired Employee is entitled to receive, other than on a "needs" basis or because of military service, under legislation enacted by either the Federal Government or a Provincial Government or Governments determined on the basis of the amount of such benefit as **cf** the date of his/her retirement. For the purpose of this plan, the amount of such Statutory Benefit shall be the amount that such Employee or Retired Employee shall be eligible to receive even though the Employee or Retired Employee either does not apply for or loses part or all of such Statutory Benefit through delay in applying for such Benefit, by earnings while eligible for such benefit, or other act or failure to act. However, if an Employee or Retired Employee has the option of receiving a Statutory Benefit in a reduced amount on account of receiving it at an earlier age,

- Statutory Benefit shall mean the Statutory Benefit which would have been payable if such option had not been exercised.
- "Statutory Benefit Age" shall mean the age at which any benefit becomes payable under the provisions of the Old Age Security Act.
- "Supplementary Benefit" means a benefit payable under Article 5 hereof.
- 31. "Total and Permanent Disability" shall mean Total and Permanent Disability pursuant to Section 6.04.
- 32. "YMPE" means with respect to a year, the Year's Maximum Pensionable Earningsfor that year, as defined under the Canada or Quebec Pension Plan. The YMPE for each calendar year shall be assumed to be earned uniformly throughout the calendar year.

ARTICLE 2 ESTABLISHMENT OF THE PLAN

2.01

The Plan established, effective December 1, 1962, for the purpose of providing retirement income for Employees who retire on or after that date amended as of December 1, 1965, September 1, 1968, October 1, 1971, October 1, 1974, April 1, 1978, April 1, 1981, April 1, 1984, April 1, 1987, April 1, 1990, April 1, 1996, and April 1, 2002 and herein set out shall, with respect to such Employees, supersede the Predecessor Plan set forth in the Collective Agreement between the Company and the Union dated September 6,

1959. The Plan shall be known as the PPG Canada Inc. - C.A.W. Pension Plan.

ARTICLE 3 EFFECTIVE DATE

3.01

The amended benefits herein set forth shall become effective on April 1, 2002, and shall apply to otherwise eligible Employees who retire on or after April 1, 2002. Those retired Employees who were members of the Collective Bargaining Unit and who retired under the provisions of the Plan as it existed prior to April 1, 2002, or the Predecessor Plan shall continue to be eligible for the benefits of such plan and shall also be eligible for the benefits provided in Section 4.07.

ARTICLE 4 NORMAL AND EARLY RETIREMENT

4.01 Normal Retirement Age

Normal retirement age shall be age 65.

4.02 Accrued Pension

At any date Accrued Pension in respect to an Employee shall mean a basic monthly pension based on the Employee's years of Credited Service at such date. The amount of the Accrued Pension shall be:

- (1) From April 1, 2002 to March 31, 2003 \$48.50
- (2) From April 1, 2003 to March 31, 2004 \$50.00
- (3) From April 1, 2004 to March 31, 2005 \$51.50
- (4)From April 1, 2005 to March 31, 2006 \$53.00
- (5) From April 1, 2006 to March 31, 2007 \$54.50

(6) From April 1, 2007 to March 31, 2008 - \$56.00 multiplied by the Employee's years of Credited Service.

4.03 Normal Retirement Pension

(a) On and After Age 65 with 10 Years of Credited Service

There shall be payable to any Employee age 65 or older, who has at least | 0 years of Credited Service, who retires under the provisions of the Plan, and who makes proper application therefore, a monthly Pension Benefit equal to his/her Accrued Pension at his/her date of retirement.

(b) On and After Age 65 with 2 Years of Credited Service but less than 10 Years of Credited Service

For an Employee who retires on and after January 1, 1988 there shall be payable to any Employee age 65 or older, who has at least 2 years of Credited Service but less than 10 years of Credited Service and who makes proper application therefore, a monthly Pension Benefit equal to his/her Accrued Pension in respect of Credited Service from January 1, 1987 to his/her date of retirement. The amount of monthly Pension Benefit shall also include any increases in benefits granted after December 31, 1986 and up to the Employee's date of retirement in

respect of Credited Service prior to January 1, 1987.

4.04 Early Retirement

(a) Attainment of Age 55 and 10 Years of Credited Service (Company Option)

Any Employee who has at least 10 years of Credited Service and has attained the age of 55 years, but not age 65, may be retired at the option of the Company or under mutually satisfactory conditions.

Loss of employment due to the closing of a plant or a complete or partial discontinuance of operations shall not be construed as retirement at the option of the Company. To an Employee retired in accordance with this subparagraph, there shall be payable an immediate monthly Pension Benefit equal to his/her Accrued Pension at his/her date of early retirement.

(b) Attainment of Age 60 and 10 Years of Credited Service (Employee Option) or:

Attainment of Age 55 but less than 60 with Combined Age and Credited Service Total of 85 (Employee Option)

Any Employee who has attained age 60 and has at least | 0 years of Credited Service, or who has attained age 55, but not age 60 with combined years of age and years of Credited Service (to the nearest 1/10th in each case) which total

85 or more, may retire at his/her own option. To such an Employee a monthly Pension Benefit shall be payable commencing on the first day of the month selected by the Employee (but in no event prior to the Employee's date **c** application for pension) which shall be equal to his/her Accrued Pension at his/her date of early retirement multiplied by the Applicable actor as set forth in the following table.

Age Attained When Pension	Applicable
Pension Commences	<u>Factor</u>
55	.579
56	.635
57	.694
58	.752
59	.808
60	.867
61	.933
62 or over	1.000

provided that the Applicable Factor is prorated for intermediate ages computed to the next whole month.

(c) Completion of 30 Years of Credited Service

Notwithstanding the foregoing, for any Employee retiring on or after April 1, 2002, and who has at least 30 years of Credited Service such employee may retire in any calendar year, and the

Applicable Factor for such Employee shall be 1.000.

(d) Special Allowance for Employees with 30 Years of Credited Service

An Employee with 30 or more years of Credited Service who retires in accordance with this Section 4.04 and at the date of his/her retirement has not attained Statutory Benefit Age shall receive a Special Allowance which when added to his/her monthly Basic Benefit and Supplementary Benefit will equal the amount of total benefit shown below:

- (1) For retirements on or after April 1, 2002, but prior to April 1 2003 \$2,525 per month
- (2) For retirements on or after April 1, 2003, but prior to April 1, 2004 \$2,605 per month
- (3) For retirements on or after April 1, 2004, but prior to April 1, 2005 \$2,685 per month
- (4) For retirements on or after April 1, 2005, but prior to April 1, 2006 - \$2,765 per month
- (5) For retirements on or after April 1, 2006, but prior to April 1, 2007 \$2,845 per month

(6) For retirements on or after April 1, 2007, but prior to April 1, 2008 - \$2,925 per month

The Special Allowance payable to an eligible Employee under this subsection 4.04(d) shall cease on the last day of the month in which the Employee attains 60.

The Special Allowance for an eligible Employee who has made the election under Section 7.01 shall be calculated on the basis **d** the monthly benefit he/she would have received as if he/she had not made the election under Section 7.01.

The Special Allowance for an Employee whose Supplementary Benefit has been reduced because of entitlement to a Statutory Benefit, shall be calculated on the basis of the monthly benefithe/she would have received as if his/her Supplementary Benefit had not been reduced because of the entitlement to a Statutory Benefit.

(e) Attainment of Age 55 and 2 Years of Plan Membership

Any Employee with 2 or more years of Plan membership who has attained the age of 55 years, but has not met the conditions pursuant to subsection 4.04(a) or 4.04(b), may be retired at his/her own option. To such an Employee there shall be payable a monthly Pension Benefit equal to his/her Accrued Pension Benefit in respect of Credited Service from

January 1, 1987, commencing on the first day of the month in which the Employee attains age 65 provided, however, that the Employee may elect to receive the Actuarial Equivalent Value of his/her Pension commencing on the first day of any month following the date of early retirement. The amount of monthly Pension Benefit shall also include any increases in benefits granted after December 31,1986 and up to the Employee's date of retirement in respect of Credited Service prior to January 1, 1987.

4.05 Deferred Pension Benefit if Separated

(a) Completion of 2 years of Plan.

Membership but less than 10 years of
Credited Service

Any Employee with 2 or more years of Plan membership but less than 10 years of Credited Service whose employment relationship is terminated on or after January 1, 1988 and prior to normal or early retirement, shall be eligible for a deferred Pension Benefit commencing with the month following attainment of age 65 (if not then eligible for or receiving any other benefit hereunder) equal to his/her Accrued Pension at his/her date of termination in respect of Credited Service from January 1, 1987. The amount of deferred Pension Benefit shall also include any increases in benefits granted after December 31, 1986 and up to the Employee's date of termination of

employment in respect of Credited Service prior to January 1, 1987.

An Employee eligible for a deferred Pension Benefit in subparagraph (a) above may elect, upon proper application, to have such Pension Benefit commence on the first day of any month within the 10-year period immediately prior to the Employee's normal retirement age and in such event, the Employee shall be entitled to the Actuarial Equivalent Value of the monthly Pension Benefit.

(b) Completion of 10 Years of Credited Service

Any Employee with at least 10 years of Credited Service whose employment relationship is terminated in accordance with the Basic Agreement on or after April 1, 1990, and prior to normal or early retirement, shall be eligible for a deferred Pension Benefit commencing with the month following attainment of age 65 (if not then eligible for or receiving any other benefit hereunder) equal to his/her Accrued Pension at his/her date of termination.

Any former Employee who had at least 10 years of Credited Service and whose employment relationship was terminated in accordance with the Basic Agreement prior to April 1, 1990, and prior to normal or early retirement shall continue to be eligible for deferred Pension Benefits in

accordance with the terms of the Plan in effect at his/her date of termination. In lieu of the benefit at age 65, a former Employee or terminated Employee may elect to receive:

- (i) a benefit commencing after age 60 and prior to age 65 equal to the amount of such benefit at age 65, reduced by a percentage equal to sixtenths of one percent multiplied by the number of months by which the Employee is less than 65 years of age at the date his/her benefit commences. Such deferred pension Benefit shall not be payable for any months prior to the month in which the former Employee makes written application for such benefit; or
- (ii) a Pension Benefit commencing from age 55 and prior to age 65 which is reduced by a percentage equal to sixtenths of one percent multiplied by the number of months between the age of 60 and 65 and actuarially reduced for each completed month between age 55 and prior to age 60.

(c) Transfer Provisions

An Employee to whom the provisions of subsection 4.05(a) and/or 4.05(b) apply and who is not within 10 years of his/her normal retirement age may elect in writing within 60 days of receipt of written notice from the Company of the amount of

Pension Benefit payable in the form of a deferred Pension Benefit, that the Commuted Value of such deferred Pension Benefit be:

- transferred to another registered pension plan provided such other pension plan accepts the transfer and requires that such sum may be administered pursuant to the pension Benefits Act, or
- (ii) transferred to a registered retirement savings plan of the type prescribed for such purpose by the Pension Benefit Act, or
- (iii) used to purchase from an Investor a deferred life annuity which payments will not commence more than 10 years prior to his/her normal retirement age or later than the day preceding his/her 71st birthday, provided the Investor agrees to administer such deferred Pension Benefit pursuant to the Pension Benefits Act, and where such an annuity is not payable for the joint lives of the Employee and his/her Spouse, provided any guaranteed period selected by the Employee does not exceed 15 years.
- (d) In the absence of an election by the Employee within the period set out above, distribution shall be made in the form of a deferred Pension Benefit commencing at normal retirement age.

4.06 Application for Deferred Pension Benefits

Commencing January 1, 1966, if a former Employee who is eligible for a deferred pension has not applied by the ninetieth day prior to the date he/she attains age 65, a notice will be sent to his/her last known address informing him of his/her right to apply for a deferred pension.

4.07 Retirement Prior To April 1, 1990.

Effective April 1, 2002, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2003, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2004, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2005, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2006, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2007, the Basic Benefit will be increased by \$0.50 per month for each year of Credited Service for any Employee who retired prior to April 1, 1990.

Effective April 1, 2002, the Basic Benefit will be increased by the applicable increases as outlined above for any Employee who retired prior to April 1, 1990. Such increased benefits shall be subject to the appropriate adjustments in accordance with the provisions in effect at the date of his/her retirement in cases where the former Employee retired early and/or elected an Optional Retirement Benefit. This increase will not apply to former Employees who terminated employment before being eligible for retirement or their survivors, nor to the Spouse's Pension Benefit of such former Employee.

4.08 Small Pension Benefits

If the annual Pension Benefit payable to an Employee, or to a surviving Spouse amounts to less than 2% of the YMPE on the earliest of the Employee's termination of employment or death, the Commuted Value of the Pension Benefit may be paid in a lump sum to the Employee or the Employee's Spouse, as applicable, in lieu of such Pension Benefit.

4.09 Maximum Pension Benefit

The annual Pension Benefit payable under this Plan to an Employee, including distribution of any surplus but excluding any Supplementary Benefits (bridging supplements) payable prior to age 65 that is not in excess of the sum of the Old Age Security benefit and the maximum annual statutory Benefit and any cost-of-living increases granted in recognition of increases in the Consumer Price Index which commence on or after age 60, at retirement, termination of employment or termination of the Plan, when added to the annual Pension Benefit provided by any other registered pension plan maintained by the Company, shall not exceed an annuity on the life of an Employee of an amount equal to the lesser of:

- (a) \$1,715 times the number of years of Credited Service with the Company not exceeding 35 years, and
- (b) an amount that is the product of:
 - (i) 2% for each year of Credited Service with the Company not exceeding 35 years, and
 - (ii) the average of the best 3 consecutive years of remuneration which has been paid to the Employee by the Company, except that the above prohibition will not apply to annual Pension Benefits of \$300 or less for each year of Credited Service.

Further, in no event shall the cost of an immediate Pension Benefit payable to an Employee on an early retirement date exceed the value of maximum Pension Benefit as set out above that would be payable to the Employee at the earliest of age 60, the date on which the Employee completed 30 years of Credited Service, the date on which the sum of the number of years of age and Credited Service of the Employee equals 80 or age at the date of disability, as a single life annuity guaranteed for 10 years or a 60% Joint Survivor annuity.

4.10 Cost of Living Adjustments

(a) Effective April 1, 2002 an Employee who retires on or after April 1, 1990, but prior to April 1,2008, pursuant to Section 4.03, 4.04, 6.01 or 7.09 shall have his/her accrued Basic Benefit and his/her Special Allowance, if applicable, up to the date of retirement increased by the Cost of Living Adjustment Formula shown below, at the later of April 1, 1996 and April 1st following the Covered Retiree's date of retirement and each subsequent April 1st, up to and including April 1, 2008.

For the purposes of this Section, the following definitions apply:

"Covered Retiree" means a 1990 Covered Retiree, 1996 Covered Retiree, or a 2002 Covered Retiree as applicable. "1990 **Covered** Retiree" means an employee who retires under the provisions of Sections 4.03, 4.04, 6.01 or 7.09 on or after April 1, 1990 and before April 1, 1996 or the eligible surviving spouse of a deceased Employee or Covered Retiree who dies during that period.

"1996 Covered Retiree" means an employee who retires under the provisions of Sections 4.03, 4.04, 6.01 or 7.09 on or after April 1, 1996 and before April 1, 2001 or the eligible surviving spouse of a deceased Employee or Covered Retiree who dies during that period.

"2002 Covered Retiree" means an employee who retires under the provisions of Sections 4.03, 4.04, 6.01 or 7.09 on or after April 1, 2002 and before April 1, 2008 or the eligible surviving spouse of a deceased Employee or Covered Retiree who dies during that period.

(b) Cost of Living Adjustment Formula

The Cost of Living Adjustment Formula shall be calculated as the product of (i) and (ii) where:

 is the weighted average of the accrued Basic Benefit and Special Allowances inclusive of all prior cost of living adjustments; under this Section for all the 1990 Covered Retirees with respect to a 1990 Covered Retiree or all the 1996 Covered Retirees with respect to a 1996 Covered Retiree; for all the 2002 Covered Retirees with respect to a 2002 Covered Retiree; and

- (ii) is 90% of the annual change in the Consumer Price Index published by Statistics Canada (1986 = 100) for the 12-month period ending the previous January 1st. The annual change shall be determined dividing the 12-month average of the Consumer Price Index as of such preceding January by the similar average as of January of the previous year, minus 1.0.
- (c) The Covered Retiree's Pension Benefit, inclusive of cost of living increases, shall be subject to the same adjustments and reductions pursuant to subsections 4.04(b) and (c).
- (d) Notwithstanding the foregoing, that portion of the Covered Retiree's cost of living adjustment that is warranted by increases in the Consumer Price Index and is payable to the Covered Retiree after the later of attainment of age 60 and the date of retirement shall be excluded from the maximum Pension Benefit limitation described under Section 4.09. That portion of the Covered Retiree's cost of living adjustment that is not warranted by increases in the Consumer Price Index

shall **be** included in **the** maximum Pension Benefit limitation described under Section 4.09. Increases that are payable prior to age 60 shall be included in the maximum Pension Benefit limitation described under Section 4.09.

(e) It is provided that the adjusted Pension Benefit payable to Covered Retirees who have retired and receive adjustments pursuant to subsection 4.10(a) shall in no event be greater than the Pension Benefit payable to active Employees subsequently retiring on the date of such adjustment.

ARTICLE 5 SUPPLEMENTARY PENSION BENEFIT

5.01 Eligibility Requirements

An Employee who retires in accordance with subsection 4.04(a), 4.04(b), 4.04(c) or Section 6.01 hereof shall receive a Supplementary Pension Benefit.

5.02 Supplementary Benefits

Prior to Statutory Benefit Age:

An Employee retired with benefits commencing on or after April 1, 1993, shall be entitled to a Supplementary Benefit payable until Statutory Benefit Age of \$18.00 per month for each year of Credited Service, subject to a maximum of \$540.00, multiplied by the Applicable Factor, and reduced by the

Estimated Statutory Benefit (amount applicable to such person only).

In the case of a Pensioner, who had retired and was receiving Supplementary Benefits which commenced to be paid prior to April 1, 1990, the amount of such benefits shall continue to be the amount provided in accordance with the terms of the Plan in effect prior to April 1, 1990.

If the Pensioner makes application for use of actual Statutory Benefit within 12 months of his/her first date of eligibility for such Statutory Benefit and furnishes evidence, satisfactory to the Company that the amount of his/her Statutory Benefit differs by at least \$1.00 per month from the Estimated Statutory Benefit, then in determining the benefit payable under this Section 5.02, the amount of his/her Statutory Benefit shall be applied in place of such Estimated Statutory Benefit effective as of the date of his/her retirement.

ARTICLE 6 DISABILITY RETIREMENT

6.01 Eligibility Requirements

An Employee who, after December 1, 1965, becomes totally and permanently disabled prior to his/her 65th birthday and has 10 or more years of Credited Service, shall be eligible for disability retirement.

6.02 Disability Benefits

There shall be payable to any Employee who is retired in accordance with Section 6.01 hereof, and who makes proper application therefore, a monthly Disability Benefit equal to his/her Accrued Pension at his/her date of disability retirement. Such Employee will also be entitled to a Supplementary Pension Benefit in accordance with Section 5.02, provided, however, that the Applicable Factor shall not be applied.

6.03 Reduction for Extended Disability Benefits

Notwithstanding any other provision of this Plan, the monthly Disability Benefit payable under this Plan to any Retired Employee who is eligible to receive Extended Disability Benefits for the same month in accordance with Article 5 of the PPG Canada Inc., Insurance Program shall be reduced by the amount of monthly Extended Disability Benefit payable thereunder, however, on and after attainment of age 65 such reduction shall not be applied.

6.04 Total and Permanent Disability

Total and permanent disability means a physical or mental condition which (in the opinion of a qualified medical practitioner or practitioners) is incurable and will on the basis of medical evidence satisfactory to the Company, wholly and permanently prevent the Employee from engaging in any regular

employment with the Company in the plant where he/she holds Seniority, and he/she is not engaged in any occupation for remuneration or profit, provided, however, that no Employee shall be deemed to be totally and permanently disabled for the purposes of this Plan if his/her disability:

- (i) is intentionally self-inflicted, or
- (ii) resulted from his/her engaging in a criminal act for which he/she was duly convicted in a court of law, or
- (iii) resulted from service in the armed forces of any country except that on or after September 1, 1968, nothing herein shall prevent an Employee from being deemed so disabled under this Plan if he/she has accumulated at least 10 years of Seniority after separation from service in the armed forces and before such incapacity occurs.

6.05 Continuation of Disability Pension Eligibility

A disabled Pensioner may be required to submit to medical examination at any time during retirement prior to age 65, but not more often than semi-annually, to determine whether he/she is eligible for continuance of the Disability Pension. If on the basis of such examination it is found that the Pensioner is no longer totally disabled or if the Pensioner engages in gainful employment, except for

purposes of rehabilitation. **all as** determined **by** the Company, the Pensioner will be deemed recovered and his/her Disability Pension will cease. In the event the disabled Pensioner refuses to submit to medical examination the pension will be discontinued until the Pensioner is examined and it is established that the Pensioner **is** eligible to receive such pension. Upon attainment of age 60, the Disability Pension shall be subject to the provisions of Sections 7.01 and 7.02.

ARTICLE 7 NORMAL AND OPTIONAL PENSION BENEFITS

7.01 Form of Pension for Employees with a Spouse

The monthly Pension Benefit payable to an Employee who retires or is retired on or after January 1, 1988, in accordance with the provisions of Section 4.03, 4.04 or 6.01, or who terminates employment on or after January 1, 1988, and is eligible for a deferred Pension Benefit in accordance with Section 4.05 hereof. shall be a reduced amount of monthly Pension Benefit which is further reduced on his/her death to 60% and is payable to his/her designated Spouse during her further lifetime. A Pensioner eligible for and receiving a Disability Pension may elect a 60% Joint & Survivor option on the first day of the month following attainment of age 60.

(b) For employees who retire on or after April 1, 1990 if a Retiree's Spouse predeceases the Retiree, such Retiree may cancel the survivor benefit election and have his/her monthly Pension Benefit restored to the amount payable without such election, effective the first day of the second month following the month in which the Company receives evidence satisfactory to the Company of the Spouse's death, or on a form approved by the Company.

7.02 Waiver

The Employee may waive the survivor benefit in Section 7.01 within 12 months prior to the date the first payment is due, provided such Employee includes with his/her written election, a waiver of the Spouse's entitlement hereunder in the form prescribed by the Pension Benefits Act which has been signed by the Employee and his/her Spouse or a certified copy of a domestic contract as defined in the Family Law Act 1988 (Ontario) containing the waiver, or any similar settlement or order under a similar act of another province or territory in Canada applicable to such Employee. Such Employee shall thereafter receive a Pension Benefit in accordance with Section 7.03.

7.03 Normal Form of Pension for Employees without a Spouse

In the absence of a Spouse, the Pension Benefit payable to an Employee upon

retirement shall be a monthly Pension Benefit continuing for the duration of such Employee's life.

7.04 Designation of Beneficiary

- (a) Each Employee may designate a Beneficiary (or co-Beneficiaries) who shall receive any benefits payable upon the death of such Employee, subject to any rights of the Employee's Spouse under the Pension Benefits Act. The Employee shall designate or change his/her Beneficiary from time to time (before or after his/her retirement) by filing written notice thereof with the Company in such form as shall be prescribed by it. The Employee may also designate a contingent Beneficiary and may change such designation from time to time as provided above in the case of a Beneficiary.
- (b) Subject to the provisions of any annuity, insurance or other contract governing the designation of Beneficiaries of a deceased Employee from time to time in force or of any applicable law, whenever there is no designated Beneficiary of such an Employee or if the person so designated as his/her Beneficiary shall not be living at the time of such Employee's death, the sum that may be payable pursuant to the Plan as a result of his/her death shall be payable to such Employee's estate in a lump sum and, in such case, wherever in the Plan

reference is made to such Employee's Beneficiary for any purpose whatsoever, such reference shall be interpreted **so** as to mean such Employee's estate.

7.05 Optional Survivor Pension Benefit

In lieu of the monthly Pension Benefit otherwise payable to an Employee pursuant to Section 7.01, an Employee may, upon completion of the form approved by the Company and filed with the Company, elect to receive a survivor benefit (the designation of the Beneficiary of the survivor benefit may only be the Spouse) which shall be equal to an amount determined by multiplying the monthly Pension Benefit otherwise payable to the applicant pursuant to Section 7.03 by 95 percent if the applicant's age and his/her designated Spouse's age are the same (the age of each for the purposes hereof being the age at his/her last birthday prior to the effective date of the survivor benefit election). The survivor benefit will be the same if the spouse is either less than five (5) years or more than five (5) years within the pensioner's age on the date of retirement. Such percentage shall be increased by one-half of one percent (up to a maximum of 100 percent) for each 12 months that the designated Spouse's age plus five (5) years exceeds the applicant's age. The percentage shall be decreased by one-half of one percent for each 12 months that the designated Spouse's age is less than the applicant's age plus five (5) years.

The survivor benefit, payable to the surviving Spouse of a Pensioner, shall be a monthly benefit for the further lifetime of such surviving Spouse equal to 60 percent of the reduced amount of such Pensioner's monthly Pension Benefit as determined above.

7.06 Application of Spousal Pension Benefit and Survivor Option to Supplementary Benefit and Special Allowance

The Option set forth in Section 7.05 and the spousal Pension Benefit pursuant to Section 7.01 shall not be applicable to the Supplemental Benefit paid in accordance with Article 5, or the Special Allowance paid in accordance with Article 4.04(d).

7.07 Not Payable During Transition and Bridge

Survivor Pension Benefits under the Plan will not be payable for any month for which a "Transition" or "Bridge" Survivor Income Benefit is paid under the PPG Canada, Insurance Program.

7.08 Death Before Retirement

A death benefit will be payable in the case of death of an Employee on and after January 1, 1988 and before the commencement of his/her Pension Benefit (including a former Employee whose employment relationship is terminated on and after January 1, 1988 and who did not elect settlement pursuant to subsection

4.05(c)), and who had completed 2 or more years of Plan membership. The Employee's Spouse, or in the absence of a Spouse, the Beneficiary shall receive a lump sum payment equal to the Commuted Value of the benefit calculated pursuant to Section 4.02 based on the Employee's Credited Service from January 1, 1987 to his/her date of death. The lump sum payment shall also include the value of any increases in benefits granted after December 31, 1986 and up to the Member's date of death in respect of Credited Service prior to January 1, 1987.

The Employee's Spouse may elect, in lieu of the lump sum payment under the preceding paragraph that distribution of such Pension Benefit shall be made by the purchase of an immediate annuity contract or a deferred annuity contract purchased from an Investor with payment commencing not later than the Spouse's 65th birthday, providing a life annuity on the life of the deceased Employee's Spouse and payable to such Spouse with or without a guaranteed period not in excess of the lesser of 15 years and the period from the date of death of the Employee to the day before the Spouse's 86th birthday.

The Employee's Spouse must make an election within 90 days of written notice from the Company of the amount of the benefit. If the Spouse fails to make an election within the prescribed period of time, such Spouse shall be deemed to have elected to receive a monthly Pension Benefit.

An **Employee** and his/her **Spouse** may jointly waive the spousal entitlement in a form prescribed by the Pension Benefit Act, in which event the benefit would be payable to the Beneficiary in a lump sum.

7.09 Death Subsequent to Fulfilling the Conditions for Early Retirement

In the event the Employee dies before his/her actual retirement and provided he/she is then eligible for normal retirement or early retirement pursuant to subsection 4.04(a). 4.04(b) or 4.04(c) prior to commencement of any payments and is survived by a person who is his/her Spouse on the date of his/her death. there shall automatically be payable to such Surviving Spouse, a survivor benefit which shall be determined as if the Employee had retired on the date of his/her death and elected to have his/her Pension Benefit payable under the terms of Section 7.05. Notwithstanding the above, the Spouse may elect to receive the benefits pursuant to Section 7.08 above in lieu of the benefits pursuant to this Section 7.09.

ARTICLE 8 CREDITING OF SERVICE

8.01 Records

The records of the Company concerning service of an applicant for benefits under this Plan shall be conclusive, unless shown beyond a reasonable doubt to be incorrect.

8.02 Past Service

An Employee will be credited with Past Service prior to December ■ 1969, based on his/her years of Seniority as at November 30, 1969, calculated to the nearest tenth of a year. An Employee who has Seniority on or after January 10, 1969 and a retired Employee or surviving Spouse of a retired Employee who retired prior to January 10, 1969 and who was actively employed by the Company prior to the effective date will, upon written application and submission of any evidence satisfactory to the Board which may be required in substantiation of such active employment, be credited with any Credited Service as may be established by said periods of active employment which has not been previously credited. Notwithstanding anything to the contrary contained herein however, there shall be no duplication of any Credited Service in any calendar year under the Plan as a result of receiving credit for periods of active employment with the Company. Credited Service will be computed to the nearest tenth of a year.

8.03 Future Service

Service, subsequent to November 30, 1969, shall be credited for hours for which compensation from the Company is received on the following basis:

(a) One year of service shall be credited for each calendar year in which the Employee receives pay 1,700 or more hours. 250

38

- (b) A proportionate year of service, calculated to the nearest tenth of a year, shall be credited for each calendar year in which the Employee receives pay for less than 1,700 hours.
- (c) In computing the hours for which an Employee is to be credited under this paragraph, hours paid for at premium rates shall be counted only as straight time hours.
- (d) An Employee absent due to a disability attributable to service with the Company, for which he/she is in receipt of Workplace Safety Insurance benefits, shall receive a credit up to a maximum of 40 hours per week.
- (e) An Employee who is a local Union representative and who is on an authorized leave of absence due to Union business shall receive credit for any hours **so** spent up to a maximum of 40 per week.
- (9 An Employee who has obtained a leave of absence from the Company to serve as an elected officer of the Union, or to hold a position on the staff of the National Union, shall receive credit for such leave of absence up to a maximum of 40 hours per week.
- (g) Periods of leave of absence for sickness for which an Employee receives an

indemnity under the PPG Canada Inc. Sickness and Accident Benefit Plan shall count **as** Credited Service for the purposes of the Pension Plan at the rate of 40 hours per week.

For the purpose of this subparagraph, an (h) Employee who is absent from work due to layoff or approved sick leave for which he/she does not receive an indemnity under the PPG Canada Inc. Sickness and Accident Benefit Plan on or after September 1, 1968, and who accrues in any calendar year thereafter less than 1.700 hours of Credited Service in any such calendar year, may count 40 hours for each complete calendar week of such absence in such calendar year in the same manner as though he/she had received pay for working such hours; provided, however, that he/she may count such hours only if he/she shall have received pay for at least 170 hours in such calendar year; and provided further that in no event shall the provisions of this subparagraph result in a duplication of Credited Service under any other provisions of this Article 8.

8.04 Loss of Credited Service

An Employee whose employment relationship is terminated in accordance with the Basic Agreement shall lose all Credited Service and if re-employed shall be considered a new Employee for the purpose of this Agreement; provided, however, that if such Employee is

otherwise eligible for benefits on the date of such termination and did not elect the transfer options under subsection 4.05(c), his/her Credited Service on such date shall be used in the determination of such benefits. If the Employee had elected the transfer options under subsection 4.05(c), upon such an Employee's subsequent re-employment, he/she shall only receive credit for his/her years of Credited Service accumulated during his/her period of re-employment.

8.05 Re-Instatement of Credited Service

Nevertheless, if an Employee loses Credited Service and provided such Employee did not elect the transfer options under subsection 4.05(c), such Credited Service shall be reinstated under the following conditions: (i) he/she establishes a Seniority date within 36 months of the loss of Seniority rights, or (ii) he/she retired under the Total and Permanent Disability provisions of this Plan and he/she subsequently has Seniority reinstated. If the Employee had elected the transfer options under subsection 4.05(c), upon such an Employee's subsequent re-employment, he/she shall only receive credit for his/her years of Credited Service accumulated during his/her period of re-employment.

8.06 Transfers into Unit

Service with the Company, outside the Collective Bargaining Unit of any Employee who retires shall be computed under this Article in the same manner as if his/her entire

period of service with the Company had been within the said bargaining unit; provided, however, that no Employee shall be eligible for benefits in respect of any periods of service for which he/she will receive benefits under any other pension program of the Company.

ARTICLE 9 PERIODS OF BENEFIT PAYMENT

9.01 First Benefit

- (a) The first monthly retirement benefit cheque for normal or early retirement under Section 4.03 or 4.04 hereof, including any Supplementary Benefit under Article 5, shall begin as of the first of the month following the month in which the Employee actually retires.
- (b) The first monthly retirement benefit cheque for deferred vested terminations shall begin in accordance with the appropriate provisions of Section 4.05, providing that the qualifications of Section 4.05 have been met.
- (c) The first monthly retirement benefit cheque for disability retirements under Section 6.02, including any Supplementary Benefit under Article 5, shall begin the later of (1) the first of the month following the date the required proof of disability is received by the Company, or (2) the first day of the month which includes the date the Employee has been continuously and totally

disabled for a period of 6 months. provided that successive periods of absence due to the same disability as that upon which claim for Total and Permanent Disability pension is based and aggregating at least 6 months will be considered the same as one continuous absence provided that the aggregate will not include any such absence which precedes the last day at work by more than one year. Benefits payable under Section 6.02 shall not be payable with respect to any period for which weekly sickness or accident benefits are payable to the Employee under any plan to which the Company has contributed, or for any period during which the monthly amount of extended disability benefits under the PPG Canada Inc. Insurance Program equals or exceeds the monthly amount of the otherwise payable Disability Benefits.

9.02 Last Benefit

Unless the survivor option under Article 7 has been elected or the spousal Pension Benefit is payable, the last Pension Benefit cheque under Article 4 hereof shall be payable for the month in which the Pensioner dies. If a survivor option has been elected or the spousal Pension Benefit is payable, the last benefit under Article 4 hereof shall be payable:

(a) for the month in which the Pensioner dies, or

(b) for the month in which the Pensioner's Spouse dies, whichever shall last occur.

The last Supplementary Benefit cheque under Article 5 hereof shall be payable for the month in which the Pensioner dies or attains age 65, whichever is earlier.

Unless a survivor option under Article 7 is in effect the last Disability Benefit cheque under Article 6 hereof shall be payable for the month in which the Pensioner:

- (a) dies,
- (b) ceases to be totally and permanently disabled prior to age 65, or
- (c) refuses to undergo a medical examination prior to age 65 in accordance with Section 6.04 hereof, whichever shall first occur.

9.03 Re-Employment

If an Employee retired under the Total and Permanent Disability provision of this Plan is re-employed by the Company, all benefit payments shall be discontinued. Upon his/her subsequent retirement, benefits shall be redetermined under the applicable provision of this Agreement, based upon his/her Credited Service prior to his/her original retirement and his/her Credited Service accumulated during the period of re-employment.

If an **Employee entitled to a** deferred Pension Benefit in accordance with the provisions of Section 4.05, who, following the termination of his/her service and before the commencement of payment of benefits is re-employed by the Company and acquires Seniority, in lieu of such deferred Pension Benefits the said Employee shall have reinstated the Credited Service in effect when such deferred Pension Benefit was granted, provided such employee did not elect the transfer options under subsection 4.05(c) in respect of any period of prior service with the Company. If the Employee had elected the transfer options under subsection 4.05(c), upon such an Employee's subsequent re-employment, he/she shall only receive credit for his/her vears of Credited Service accumulated during his/her period of re-employment.

9.04 Payment to Others

In the event any benefit payments hereunder become payable to any person who is under legal disability, or who is unable properly to administer such payments, the Board, after due consultation with its advisors, including legal advisors, may, with appropriate direction from a court of competent jurisdiction, cause such payments to be made for the benefit of such person to the legally appointed guardian, trustee, or committee, or to any spouse, parent, adult, child, brother, or sister, of such person for his/her welfare, support, and maintenance, or may apply such payments directly for the welfare, support and

maintenance of such persons, as the Board shall determine

ARTICLE 10 ADMINISTRATION

10.01 Board

The Plan shall be administered within the framework of this Agreement by a Joint Board of Administration consisting of three members each from the Company and the Union. Either the Company or the Union at any time may remove a member appointed by it and may appoint a member to fill any vacancy among the members appointed by it. Both the Company and the Union shall notify each other in writing of the members they appoint before the appointment shall be effective. The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union.

10.02 Board Action

The Board shall meet at mutually agreeable times, and to constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board at least two Company members and at least two Union members. At all meetings of the Board the Company members shall have a total of three votes; and the Union member shall have a total of three votes.

10.03 Deadlocks

In the event the Board is unable, in accordance with the provisions of Section 10.02 hereof, to resolve an appeal properly referred to it in accordance with Section 10.05 hereof, the appeal shall be referred to the Board to which shall be added an impartial chairperson selected by the Board, or, in the event of an evenly split vote in the choice of an impartial chairperson, by the Minister of Labour for the Province of Ontario. The decision of said impartial chairperson shall be final and binding on the Company, the Union, and all persons involved. The authority of said impartial chairperson shall be confined to interpretation and application of this Agreement and he/she shall have no power to add to, subtract from, or modify any of the provisions of this Agreement. The Company and the Union shall share equally the fees and expenses of the impartial chairperson.

10.04 Board Powers

The powers of the Board shall include the following:

- (a) verifying and establishment of service credits,
- (b) determining methods of handling and paying claims and benefits,
- (c) interpretation of the rights of Employees under the Plan,

- (d) reviewing and acting on appeals,
- (e) collection and analysis of administrative statistics,
- (f) similar and related functions inherent in proper administration of benefits and operation of the Plan, but the Board shall have no authority to waive, alter, or fail to apply any eligibility requirements set forth in this Agreement; nor shall it have power to add to, subtract from, or modify any of the provisions of this Agreement.

10.05 Disputes

If any dispute should arise concerning an Employee or a Pensioner with respect to:

- (a) the number of years of Credited Service,
- (b) his/her age, or
- (c) the amount of monthly benefit payable to him:

such dispute may be referred to the Board by the Employee or Pensioner, by the Union on his/her behalf, or by the Company.

10.06 Actuarial and Pension Fund Information

The Company will furnish annually to the Board a statement showing the value of the Pension Fund as supplied to the Company by the Investor. The Company shall also furnish the Board with an annual report prepared by the Actuary showing:

- (a) the market value of the assets of the Pension Fund.
- (b) the actuarial value of liabilities,
- the required rate of Company contributions for the year following the date of valuation,
- (d) a summary **of** the membership data he/she used in the valuation, and
- (e) a statement of the actuarial assumptions and methods used.

The Company shall adopt from time to time tables and the rate or rates of interest, compounded annually, which are recommended by the Actuary which are in compliance with the minimum standards established from time to time by the Canadian Institute of Actuaries and the rules and regulations of Revenue Canada, Taxation, which shall be used in all actuarial calculations required in connection with the Plan.

ARTICLE 11 GENERAL

11.01 Applicable Law

This Agreement shall be construed and enforced according to the laws of the Province of Ontario. If any provision of this Agreement is illegal under an applicable Ontario Law or any applicable Federal Act, such provision shall be deemed not to be a part of this Agreement, but without invalidating the remaining provisions of this Agreement.

IL02 Information From Applicants

The Company may require any applicant for benefits or any Pensioner to furnish it with such information and certificates as may reasonably be required including, but not limited to, proof of age. If such applicant or Pensionerfails or refuses to furnish such information, certificates or other evidence, his/her benefit, hereunder may be determined on the basis of information estimates which in the judgment of the Company are reasonable.

11.03 Protection Against Creditors

Except as may be permitted under the Pension Benefits Act and pursuant to a domestic contract as defined in the Family Law Act, 1986 or a court order determining entitlements arising under the Family Law Act, 1986, benefits under the Plan shall not be subject to assignment, pledge or encumbrance and any purported assignment, pledge or encumbrance

of the same shall be wholly void and of no effect.

11.04 Returned Cheques

Each Pensioner shall furnish the Company with any change of address to which his/her benefit cheques should be mailed. If any benefit cheque mailed by regular Canadian mail to the last address appearing on the Company's records is returned because the Pensioner is not at that address, and if the person entitled to such cheaue does not contact the Company for a period of 3 months thereafter, there shall, beginning with the first such payment which was returned, be no obligation under this Plan to pay benefits until the Company is notified of the correct address of the Pensioner. Following notification of the correct address, the Company will recommence mailing the benefit cheques. including those payments which previously were returned to the Company or withheld from payment by the Company on account of a change in the address of the Pensioner.

11.05 Notice of Retirement and Applications

Whenever the Company desires to retire any Employee pursuant to any provision hereof, it shall give the Employee 30 days' written notice of retirement. Any Employee who desires to retire shall make written application to the Company on forms to be provided by the Company. Such application shall be made not

less than 30 days in advance of requested retirement.

11.06 Deduction of Union Dues

- (a) Notwithstanding any other provisions of the Plan, any retired Employee entitled to receive a pension may, pursuant to the retired Employee's written authorization and direction acceptable to the Company, authorize the deduction of monthly Union dues in the prescribed amount from any monthly pension otherwise payable to him and direct that such dues be remitted to the Union.
- An authorization to deduct said monthly (b) Union dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until revoked by the retired Employee's written notice given to the Company, except that during any period when there is not in effect a written Collective Bargaining Agreement or supplement thereto between the Company and the Union which permits or provides for the deduction of Union dues from monthly Pension Benefits payable to a retired Employee, such assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

(c) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable lawyer's fees, that may arise by reason of the Company's compliance with this Section 11 06.

11.07 Written Explanation to Employees

Each Employee will receive a written explanation of the terms and conditions of the Plan and amendments thereto applicable to him, and such other information as may be required, together with an explanation of the rights and duties of the Employee with reference to the benefits available to him under the terms of the Plan.

The Company shall further provide to each Employee, Pensioner, Spouse and other authorized individuals such other information as they may be entitled to and as may **be** prescribed from time to time by the Pension Benefits Act.

ARTICLE 12 PENSION FUND

12.01 Establishment of Pension Fund

The Company agrees to continue the Pension Fund as established in accordance with the provisions of the Agreement dated December 1, 1962, as amended. The Company, however, reserves the right to select and to contract with any Investor to administer the Pension Fund. Benefits shall be payable only from the

Pension Fund and the Investor shall make such payments from the Pension Fund, as authorized by the Board, in accordance with the provisions of this Agreement.

12.02 Company Contributions

The Company shall contribute to the Pension Fund monthly, such amounts as may be determined by the Actuary as necessary to ensure that the Plan will be sufficient to provide the benefits under the Plan accruing for Credited Service in each year. The Company shall further, from time to time, make such payments to the Pension Fund as may be necessary for the amortization of any unfunded liability of solvency deficiency in accordance with the provisions of the Pension Benefits Act and with the provisions of other applicable Federal or Provincial legislation.

12.03 Expenses

All expenses incurred in the operation of the Plan shall be paid from the Pension Fund unless paid by the Company.

12.04 Discharge of Company Liability

The payment of contributions as provided in Section 12.02 hereof shall be deemed to be a complete discharge of the Company's liability under this Agreement. The payment of benefits is to be solely out of the Pension Trust Fund and the Company is not obligated to make any benefit payments in any other way.

12.05 Investments

All investments and re-investments of funds held in respect of benefits under this Plan shall be made in conformity with the requirements of the Pension Benefits Act or any other applicable legislation then in effect.

ARTICLE 13 TERMINATION OF THE PLAN

13.01 Termination of the Plan

Subject to any applicable laws to the contrary, in the event of the discontinuance of the Pian the assets then remaining in the Pension Trust Fund, after providing the expenses of the Plan, shall be allocated to the extent that they shall be sufficient, for the purpose of paying benefits (the amount of which shall be computed on the basis of Credited Service to the date of discontinuance of the Plan) in the following order of precedence:

(a) to provide benefits to Pensioners who shall have retired under the Plan prior to its discontinuance and to the Spouses of such Pensioners as have elected the survivorship option under Article 7, and to the Spouses of deceased Pensioners who as of the date of discontinuance of the Plan were entitled to benefits in accordance with a survivorship option under Article 7, without reference to the order of retirement;

- (b) to provide normal retirement Pension
 Benefits to Employees age 65 or over on
 the date of discontinuance of the Plan,
 without reference to the order in which
 they shall have reached age 65;
- (c) to provide Disability Benefits to Employees who shall have applied for such benefits prior to the date of discontinuance of the Plan and who are determined to have been eligible for such benefits under provisions of the Plan prior to such date of discontinuance, without reference to the order in which they filed application or met eligibility requirements:
- (d) to provide Pension Benefits at age 65 to Employees aged 60 or over but less than 65 on the date of discontinuance of the Plan who have 10 years or more of Credited Service, without reference to the order in which they shall have reached age 65 and to Employees age 55 or over, but less than 60 on the date of discontinuance of the Plan, whose combined age and years of service make up a total of at least 85 points, without reference to the order in which they shall reach age 65;
- (e) to provide Pension Benefits at age 65 to Employees other than the above whose age plus Credited Service total 55 on the date of discontinuance of the Plan, without reference to the order in which they shall reach age 65, to provide

Pension Benefits at age 65 to all Employees on the date of discontinuance of the Plan, without reference to the order in which they shall reach age 65.

(9 to provide Pension Benefits at age 65 to all Employees whose age plus Credited Service do not total 55 on the date of discontinuance of the Plan, without reference to the order in which they shall reach age 65.

Within subparagraphs (d), (e) and (9 shall be included such former Employees within the applicable age group who are eligible for a deferred Pension Benefit under Section 4.05. The Company or Trustee shall make due effort to locate such former Employees as are herein described.

If after having made provision in the above order of precedence for some but not all of the above categories, the assets then remaining in the Pension Trust Fund are not sufficient to provide completely for the benefits for Employees and former Employees in the next category, such benefits shall be provided for each such Employee or former Employee on a prorated basis.

The payment of allocated benefits shall be accomplished through either:

 continuance of the Pension Trust Fund or a new Pension Trust Fund, or (2) purchase of annuity contracts.

In the event the Employee's age plus Credited Service total 55, the Employee may elect to receive earlier payment of his/her Pension Benefit pursuant to Section 4.04 commencing on an early retirement date, or alternatively the Employee may elect the transfer provisions pursuant to subsection 4.05(c).

For the purpose of determining whether or not an Employee has, on the date of discontinuance of the Plan, sufficient years of Credited Service to be eligible to receive a retirement benefit under the provisions of subparagraphs(d), (e) and (9 of this Article (but for no other purpose, and in particular, not for the purposes of determining the amount of the benefit) each Employee who is on such date less than 65 shall receive credit as though his/her period of service included the period between the date of discontinuance of the Plan and his/her 65th birthday.

13.02 Government Approval

Notwithstanding the foregoing, before any benefit payments are made following discontinuance of the Plan, approval for the methods of allocation and priorities for determining the full or partial benefits of Employees, former Employees and Pensioners must be obtained from the Pension Commission of Ontario, or other appropriate authority charged with the supervision of pension plans under legislation then in effect.

ARTICLE 14 REGISTRATION AND CONTINUANCE OF PLAN

14.01 Duration of Agreement

This Agreement shall become effective April 1, 2002, and shall remain in full force and effect without change until March 31, 2008. Until 90 days prior to the last mentioned date, neither party shall have the right to request any change in, amendment of, or addition to this Agreement, it being hereby expressly stipulated that should either party make such a request, the other party shall stand relieved and released of any duty to negotiate or bargain with respect to such request. Each party may, however, request changes, amendments or addition to or give notice of termination of this Agreement in accordance with the provisions of the Basic Agreement.

Any change, amendment or addition to the Agreement shall not make it possible for any part of the Pension Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Employees and other persons entitled to benefits under the Agreement, prior to the satisfaction of all liabilities with respect to them; and that no modification or amendment shall be made which has the effect of decreasing the accrued benefit of any Employee or such other person computed under the Agreement as is in effect on the later of the date on which the amendment is adopted or becomes effective. In case of termination of the Agreement, the

rights of Employees and other persons to the benefits accrued under the Agreement to the date of the termination shall be non-forfeitable; provided, however, that Employees' or such other persons recourse for satisfaction of those rights shall be limited to the Pension Fund. The Pension Fund shall be used for the exclusive benefit of Employees and other person entitled to benefits under the Pension Plans of the date of the termination. The allocation of all assets shall be in the manner and order described in Section 13.01, subject to the requirements of the Pension Benefits Act.

14.02 Registration

It is the intent of the Company and the Union that the Plan shall be and remain a registered plan so as to qualify under the appropriate provisions of the Income Tax Act. The Company shall promptly submit the Plan for registration, and shall bear all expenses incident thereto. Until the Plan is accepted for registration the benefits payable shall be only those determined under the Plan as previously so registered. Any excess amount comprised of the difference between the monthly pension calculated in accordance with the terms of the Plan and such previous plan shall be payable the first of the month following the month in which such acceptance is received. The Company and the Union agree to make any modifications, alterations or amendments to this Plan necessary to obtain and retain such approvals of Revenue Canada, Taxation, or for the purpose of compliance with any applicable

Provincial Legislation and Regulations thereunder as are required in order to establish the qualified status of the Plan and deductibility for income tax purposes of Company contributions to the Fund.

14.03 Continuance After Termination of Agreement

Termination of this Agreement shall not have the effect of automatically terminating the Plan. In the event of termination of this Agreement, except as may be provided in any subsequent agreement between the parties, the Company may continue, amend, modify, or terminate the Plan by action of its Board of Directors; provided, however, that no such action shall operate adversely to affect any benefits otherwise payable to retired Employees, nonretired Employees, former Employees or eligible surviving Spouses, to the extent the assets of the Fund are sufficient to provide such benefits at the time of such action if any allocation of the Fund were made in accordance with Article 13.

Dated at Montreal, Quebec this the 1st day of April, 2002.

FOR THE COMPANY: FOR THE LOCAL UNION:

H.J. Bono
J.D. Smith
B. McGuire
B.E. Ormiston
H. Nasab
C.A. Vani
S. Dionne
C. St-Andre
M.F. Shoemaker

P. Martell R. Brown D. Weatherby
K. Hamer
G. Ingram
F. Taylor
M. Paquette
A. Gocmanac
M. Durocher
J. Bernique
A. Boa

FOR THE NATIONAL UNION:

M. Reuter

\$. Gill

H. Metic

NOTES

NOTES

 	 _	

NOTES

SUPPLEMENTAL AGREEMENT COVERING THE INSURANCE PROGRAM

EXHIBIT B

to

Agreement between

PPG CANADA INC.

and

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

and its

LOCAL NO. 222 (OSHAWA)

and

LOCAL NO. 1661 (HAWKESBURY)

April 1, 2002

EXHIBIT B INSURANCE PROGRAM

Agreement		Page
Article 1	Common Language and Eligibility Provisions	72
Article 2	Group Life, Accidental Death and Dismemberment	96
Article 3	Survivor Income Benefit Insurance	107
Article 4	Sickness and Accident Insurance	115
Article 5	Extended Disability Benefit Insurance	120
Article 6	Medical, Drug and Dental Expense Benefits	130
Article 7	Layoff Disability Insurance	135
Appendix A	Dental Expense Benefits	137
Appendix B	Vision Benefits	153
Appendix C	Hearing Aid Benefits	155
Appendix D	Prosthetic Appliance and Durable Medical Equipment Benefits	163

Appendix E	Nursing Home and Chronic Care Benefits	173
Appendix F	Out of Province Medical Benefits	175
Appendix G	Ambulance Services	179
Appendix H	Health Practitioner Benefits	180
Signatures	Deficits	181

EXHIBIT B SUPPLEMENTAL AGREEMENT

This Agreement covering the Insurance Program is made and entered into this 1st day of April 2002.

By and Between:

PPG CANADA INC.

Toronto, Canada,

hereinafter designated as "The Company",

and

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

affiliated with the C.L.C. and its Local No. 222 (Oshawa), and Local No. 1661 (Hawkesbury),

hereinafter designated as "the Union".

The Company and the Union agree that the Agreement between the parties effective April 1, 2002, concerning the provision of an Insurance Program for Employees shall be amended so that effective April 1, 2002, the said Agreement and program shall read as hereinafter set forth and shall constitute the entire Agreement between the parties with respect to insurance benefits for Employees covered hereby.

EXHIBIT B ARTICLE II COMMON LANGUAGE AND ELIGIBILITY PROVISIONS

		Page
L 01	Definitions	72
1.02	Effective Date	73
1.03	Company Contributions	74
1.04	Eligibility for and Effective Date of Coverage	74
L 05	Eligibility for Terminated Employees	82
1.06	Privilege of Obtaining an Individual Policy of Life Insurance	85
■ 07	Coverages During Period of Appeal Following Loss of Seniority	87
■ 08	Coverage Continuation for Eligible Dependent Survivors	87
1.09	Eligibility for Students Hired for Summer Work	88
1.10	Cessation of Insurance Benefits	89
1.11	Administration	91

1.12	Grievance Procedure Not Applicable	92
1.13	Federal or Provincial Cash Sickness, Medical, Prescription Drug, Dental Expense, Vision, Hearing Aid, Prosthetic Appliance, and Durable Medical Equipment, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits	92

ARTICLE 1 COMMON LANGUAGE AND ELIGIBILITY PROVISIONS

1.01 Definitions

- Bargaining Unit means the unit or units of employees covered by the Master Collective Bargaining Agreement and Local Agreements.
- (2) **Company** means PPG Canada Inc., PPG Canada Inc.,
- **Eligible Dependent.** For the purposes of (3) Provincial Health Insurance Plan. Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Dental Expense Benefits, Vision Benefits. Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits the term "eligible dependent" shall include: an Employee's spouse, children under 25 years of age who are unmarried and residing with or dependent on the Employee, and children aged 25 or over who are dependent upon him due to mental or physical infirmity, who are unmarried and residing with or dependent on the Employee. For the purposes of this Article 1.01(3), the term "spouse" **shall** mean the person to whom the Employee is legally married; or, if the Employee so elects, means a person who has been residing with the Employee in a conjugal relationship for a continuous period of at least one year, and has been publicly represented by the Employee as the Employee's spouse; or, on or after

April 1, 1999, if the Employee so elects a, person who has been residing with the Employee in a conjugal relationship for a continuous period of at least one year, and has been publicly represented by the Employee as the Employee's spouse. Dependents must either qualify in the current year as a dependent under the Canadian Income Tax Act for establishing the Employee's withholding tax exemption or have been reported as a dependent on the Employee's most recent income tax return.

- (4) **Employee** means an employee in **a** Bargaining Unit covered by the Plan.
- (5) **Plan** means that portion of the Program referred to in Articles 2, 3, 4, 5, 6 and 7 respectively.
- (6) Seniority means seniority status under the Master Collective Bargaining Agreement.
- (7) Union means National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W. -Canada) and its Locals 222 (Oshawa) and 1661 (Hawkesbury).

1.02 Effective Date

Except as otherwise provided herein this Agreement effective April 1, 2002 will amend and supersede the plans of insurance benefits set forth in any Agreement or Supplemental Agreements between the parties in effect prior to April 1, 2002.

1.03 Company Contributions

Except as otherwise provided for certain employees on layoff, on leave of absence, or on disability leave, or retired prior to age 65, or students hired for summer work, the Company will pay or cause to be paid the cost of the entire Program with respect to each Employee and his/her Eligible Dependents. It shall also pay any increase in such costs and shall receive and retain any divisible surplus, credits, refunds or reimbursements, under whatever name, arising out of any such Program.

1.04 Eligibility for and Effective Date of Coverage

- (a) An Employee who is actively at work will be eligible:
 - (i) for Group life, Accidental Death and Dismemberment, Survivor Income Benefit, Sickness and Accident, Extended Disability Benefit and Layoff Disability Insurance coverages, and for Medical, Drug Expense, Vision, Prosthetic Appliance and Durable Medical Equipment, Nursing Home and Chronic Care Benefit coverages, Ambulance Services and Out of Province Medical Benefits on the later of:
 - (a) the effective date, and

- (b) the first day of the month following the date on which he/she acquires seniority if such Employee is actively at work on such day and if the Employee is not actively at work, on the date of his/her return to work.
- (ii) for Dental Expense and Hearing Aid Benefit coverage, on the first dayof the month following the month in which the Employee is actively at work after he/she acquires oneyear of seniority.
- (b) An Employee who is not eligible for insurance coverage provided under the Plan in accordance with (a) (i) above and who was eligible for insurance coverages under the predecessor insurance program agreed to between the Company and the Union shall continue to be eligible for the coverage under such predecessor program for the periods provided thereunder. Provided that he/she returns to work not more than 24 months after the effective date of this Program, or, if later, he/she has not then broken seniority, the Employee will be eligible:
 - (i) for the insurance coverages set out in (a) (i) above on the date of his/her return to work, and

- (ii) for **Dental Expense** and Hearing Aid Benefit coverage on the first day of the month following the month in which he/she returns to work after he/she acquires one year of seniority.
- (c) If, during the term of this Agreement, any or all of an Employee's insurance and expense benefit coverages are discontinued while he/she is on layoff or leave of absence and he/she returns to active work with seniority, he/she shall be eligible:
 - (i) for the coverages set out in (a) (i) above on the date of his/her return to work, and
 - (ii) for Dental Expense and Hearing Aid Benefit coverage on the first day of the month in which he/she returns to work after he/she acquires one year of seniority.

(2) Employees laid off on or after the effective date

- (a) All coverages will be continued up to the end of the first month following the month in which layoff occurred.
- (b) Subsequent to the first month, Dental Expense Benefits may be continued for a period equal to the period other medical benefits may be continued while the Employee is laid off, provided the Employee contributes the

full premiums for such Benefits. At the end of the period, or at any time the Employee fails to make the required contributions during such period, the Employee's Dental Expense Benefits coverage is cancelled.

- (c) Subsequent to the first month, Life Insurance, Accidental Death and Dismemberment Insurance and Survivors Income Insurance shall be continued for up to 12 months at no cost to the Employee and for an additional 12 months provided the Employee contributes the full premiums for such Insurance. At the end of the above periods, or at any time the Employee fails to make the required contributions during such periods, the Employee's insurance is cancelled and the Employee is entitled thereupon io the conversion privilege as described in Article 1.06.
- (d) Subsequent to the first month,
 Provincial Health Insurance,
 Supplementary Hospital Expense
 Benefits, Prescription Drug Plan
 Benefits, Vision, Hearing Aid,
 Prosthetic Appliance and Durable
 Medical Equipment, Nursing Home
 and Chronic Care Benefits,
 Ambulance Services and Out of
 Province Medical Benefits, (but not
 Dental Expense) shall be continued,
 without cost to the Employee in
 accordance with the following table:

Maximum Number of Full Weekly S.U. Benefits to which Employee's Credits Units as of last day worked prior to layoff would entitle him Maximum Number of Months after the first full month of layoff for which the above benefits will be continued without cost to Employee

0	-	4	0
5	_	8	1
9	_	12	2
13	-	16	3
17	~	20	4
21	-	24	5
25	-	28	6
29	-	32	7
33	-	36	8
37	-	40	9
41	-	44	10
45	-	48	11
49	-	52	12

In applying the above table, the maximum number of full weekly S.U. Benefits shall be determined by referring to the table in Article 5.02 of the S.U.B. Plan and calculating the maximum number of weeks for which the Employee would be eligible for S.U. Benefits based on his/her years of Seniority and the C.U.C.B. of the S.U.B. Fund at his/her date of layoff.

The cost of the coverages shall be deducted by the Company from contributions due to the S.U.B. Fund.

When continued coverage in accordance with the above table expires, an Employee who has not broken Seniority may elect to continue Provincial Health Insurance, Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits for up to 12 Months by paying the full premium for such benefits.

(e) An Employee insured for life insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Supplemental Unemployment Benefit Plan who was either eligible for a regular S.U. Benefit or was employed by another employer immediately prior to his/her becoming disabled and who has at least one credit unit under the S.U.B. Plan will be entitled to a Layoff Disability Benefit.

(3) Employees on Disability Leave on or after the Effective Date

- (a) For any period during which the Employee shall be entitled to receive Sickness and Accident Benefits or Extended Disability Benefits all coverages shall remain in force.
- (b) If the Employee shall continue to be disabled after the expiration of such period and, at the commencement of the disability he/she had more than one year of Seniority as defined in the Collective Agreement, all coverages shall remain in force for a further period, but the total period of such continuance of coverages shall not extend beyond the earlier of:
 - his/her date of disability plus a period equal to his/her years of Seniority as of the first day of disability, and
 - (ii) his/her attainment of age 65.
- (c) Subsequently, but not after age 65, the Employee may continue his/her Life Insurance and Accidental Death and Dismemberment Insurance by paying the full premium for such Insurances.

(4) Employees on Other Leaves of Absence on or after Effective Date

- (a) All coverages will be continued up to the end of the month in which the approved leave of absence occurred.
- (b) Subsequently, all coverages may be continued if the leave of absence is due to Union business and the Employee pays the full premiums for the Insurance(s).
- (c) If the leave of absence is not due to Union business, subsequent to the first month, all coverages except Sickness and Accident Benefits and Extended Disability Benefits may be continued for a period of up to 12 months providing the Employee pays the full premiums for such Insurances.
- (d) An Employee who is on leave of absence requested by his/her Local Union to permit him to work for the local Union may continue, until the date such leave or any extension thereof ceases to be operative, his/her Dental Expense Benefit coverage, providing the Employee contributes the full premium or subscription charge.
- (e) An employee on an approved maternity leave will have all benefit coverages continue for a maximum of

seventeen (17) weeks from the date the maternity leave commenced.

1.05 Eligibility for Terminated Employees

(1) Employees who retire at 65 or over

Employees age 65 and over who retire on or after April 1999, except those discharged for cause with insufficient credited service to entitle them to a pension benefit under the retirement provisions of the PPG Canada Inc. -C.A.W. Pension Plan, shall have Supplementary Hospital Expense Benefits. Prescription Drug Plan Benefits. Dental Expense Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits, continued at no cost to the retirees. Reduced Paid-Up Life Insurance will be provided in accordance with Article 2.01

(2) Employees who retire under age 65

Employees under age 65 who retire on or after April 1, 1999 under the PPG Canada Inc. - C.A.W. Pension Plan shall have Life Insurance, Accidental Death and Dismemberment Insurance, Provincial Health Insurance, Supplementary Hospital Expense Benefits, Prescription Drug Plan

Benefits, Dental Expense Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits, continued at no cost to the retirees up until age 65.

In addition, Employees under age 65 who retire on or after April 1, 1999 under the total and permanent disability provisions of the PPG Canada Inc. –

C.A.W. Pension Plan shall have Survivor income Benefits continued at no cost to the retirees up until age 65.

At age 65, Reduced Paid-Up Life Insurance will be provided in accordance with Article 2.01 and Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Dental Expense Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits, shall be continued at no cost to the retirees.

An Employee under age 65 who retires on or after April 1, 1999, for any reason, other than discharge for cause with insufficient credited service to entitle him to a pension under the PPG Canada Inc. - C.A.W. Pension Plan, but who has five

or more years of Seniority may continue his/her Life Insurance and his/her Accidental Death and Dismemberment Insurance up to age 65 by paying the full premiums for such Insurance. At age 65, such Employee who has continued his/her insurance will be provided Reduced Paid-up Life Insurance in accordance with Article 2.01.

(3) Employees who were retired prior to April 1,1999

An Employee under age 65 who retired prior to April 1, 1999, for any reason, other than discharge for cause with insufficient credited service to entitle him to a pension under the PPG Canada Inc. C.A.W. Pension Plan, but who had five or more years of Seniority and is continuing his/her Life Insurance and his/her Accidental Death and Dismemberment Insurance up to age 65 by paying the full premiums for such insurances shall be entitled at age 65 to Reduced Paid-up Life Insurance in accordance with the provisions of the prior program as in effect at the date of his/her retirement.

Pensioners who were retired under the PPG Canada Inc. - C.A.W. Pension Plan prior to April 1, 1999, shall have Provincial Health Insurance (if not Age 65 or over), Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Dental Expense Benefits, Vision Benefits. Hearing Aid Benefits.

Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services Out of Province Medical Benefits, and Reduced Paid-Up Life Insurance in accordance with the provisions of the prior program as in effect at the date of his/her retirement provided at no cost to the retirees.

(4) Other terminations of employment

Except as provided herein all coverages terminate on the last day of the month in which termination of employment occurred.

During the 31 days following termination of benefits, subsequent to termination of employment, the Employee will continue to be insured for Life Insurance and Survivors Income Benefits. During this period he/she may make application for an individual policy in accordance with Article 1.06.

L06 Privilege of Obtaining an Individual Policy of Life Insurance

Upon written application made to the insurance company within thirty-one days of termination the Employee shall be entitled to have issued to him by the insurance company without evidence of insurability, an individual policy of Life Insurance only, without Disability or Accidental Death and Dismemberment. Such individual policy shall be upon one of the forms

then customarily **issued** by the insurance company, except term insurance, and the premium for such individual policy shall be the premium applicable to the class of risk to which the Employee belongs and to the form and amount of the individual policy at the Employee's attained age at the date of issue of such individual policy. The amount of such individual policy shall be equal to (or at the option of the Employee less than) the total amount of the Employee's Life Insurance or death benefit under the Plan immediately prior to his/her termination plus the total amount of Survivor Income insurance that would have been paid if the Employee had died on the date of his/her termination less any insurance which is being continued under the Plan on a group premium basis.

Any individual policy of Life Insurance so issued shall become effective at the end of the thirty-one day period during which application for such individual policy may be made. If, however, the Employee dies during such thirty-one day period, the insurance company shall pay to his/her beneficiary of record, whether or not the Employee shall have made application for such individual policy the full amount of Life Insurance and the Survivor Income Benefit Insurance in force immediately prior to the termination.

1.07 Coverages During Period of Appeal Following Loss of Seniority

If an Employee loses his/her Seniority pursuant to Section 18 of the Collective Agreement and is seeking to have his/her Seniority reinstated through the grievance procedure established in the Collective Agreement, all his/her coverages, except Sickness and Accident Insurance, Extended Disability Benefits and Layoff Disability Benefits may be continued if the Employee contributes the full premiums for such Insurances for each full month of coverage while his/her appeal is pending. If the appeal is granted and Seniority reinstated, the contributions made during such period shall be refunded to the Employee.

1.08 Coverage Continuation for Eligible Dependent Survivors

(1) Eligible Dependent survivors who were covered for such benefits as Eligible Dependents Prior to the death of the Employee or retiree and who qualify under the following classifications shall have continued coverage under the Provincial Health Insurance Plan, the Supplementary Hospital Expense Benefit Plan, the Prescription Drug Plan, the Vision Benefit Plan, the Hearing Aid Benefit Plan, the Dental Expense Benefit Plan, the Prosthetic Appliance and Durable Medical Equipment Benefit Plan, the Nursing Home and Chronic Care Benefit Plan, Ambulance Service and the

Out of Province **Medical Benefits** Plan if they elect such coverage no later than 3 months following the death of the Employee or retiree.

Classifications of Eligible Dependent Survivors:

- A survivor receiving the Transition or Bridge Survivor Income Benefit;
- (ii) The survivors of an active Employee eligible for pension at time of death;
- (iii) The surviving spouse of a deceased retired Employee, if such retired Employee:
 - (a) Was drawing a pension under the PPG Canada Inc. C.A.W. Pension Plan, or
 - (b) Terminated his/her employment at age 65 or later other than by discharge for cause but who was not qualified for a pension under the PPG Canada Inc. - C.A.W. Pension Plan because of insufficient credited service.
- (iv) A surviving spouse receiving a pension under the PPG Canada Inc. -C.A.W. Pension Plan

1.09 Eligibility for Students Hired For Summer Work

Students hired for summer work in accordance with Letter No. 6 of the Master Agreement will not be eligible for benefits provided for under

this Insurance Program at no cost to such employees, with the following exceptions:

- (i) Medical and Drug Expense Benefits where duly signed exemption forms are completed and filed at the plant Human Resources office.
- (ii) Dental Expense Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Service and Out of Province Medical Benefits.
- (iii) Extended Disability Benefit Insurance.
- (iv) Layoff Disability Insurance.

Such Employees will be eligible for coverage under Sickness and Accident Insurance, but only to the extent that benefits which may become payable in the event of a claim under this Insurance will be payable only for a maximum of 26 weeks.

1.10 Cessation of Insurance Benefits

(1) Life, A.D.& D., Survivor Income, Provincial Health Insurance Plan,, Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Dental Expense Plan Benefits, Vision Plan Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits.

Except as otherwise provided in this Article 1, the above benefits shall automatically cease on the last day of the calendar month in which termination of employment occurs. For the Purpose of these benefits, termination of employment means cessation of active work as an Employee.

(2) Sickness and Accident Insurance and Extended Disability Benefits

Except as otherwise provided in this Article 1, Sickness and Accident Insurance, Extended Disability Benefits and Layoff Disability Benefits shall automatically cease on the last day of the calendar month in which termination of employment occurs, except that such insurances shall continue during any period for which the Employee is entitled to receive Sickness and Accident Benefits, Extended Disability Benefits and Layoff Disability Benefits. For the purpose of the Sickness and Accident Insurance, Extended Disability Benefits, termination of employment means cessation of active work as an Employee. The Sickness and Accident Insurance, the Extended Disability Benefits and the Layoff Disability Benefits shall automatically cease on the date of expiration of the maximum period for which benefits are payable under these coverages on account of the Employee's disability. These insurances may be reinstated only

if and when the Employee returns to active work for the Company.

(3) All Coverages when Employee Contributes

If the Employee fails to make the required contributions for coverages under the Plan, such coverage shall automatically cease on the date of the expiration of the last period for which such contribution was made by the Employee

(4) Discontinuance of Plan, in Whole or in Part

All Insurance shall automatically cease upon the discontinuance of the program, or, if the provisions thereunder for any one of the forms of coverage are discontinued, insurance in respect of that form of coverage shall cease.

1.11 Administration

The Company shall be responsible for the administration of the Program. All administrative expenses incurred by the Company to execute the Program shall be borne by the Company.

1.12 Grievance Procedure Not Applicable

It is understood that the grievance procedure of any collective bargaining agreement between the Company and any Union representing the Employees covered by the Program shall not apply to this Program or any insurance contract made in connection herewith.

- 1.13 Federal or Provincial Cash Sickness,
 Medical, Prescription Drug, Dental
 Expense, Vision, Hearing Aid,
 Prosthetic Appliance, and Durable
 Medical Equipment, Nursing Home
 and Chronic Care Benefits, Ambulance
 Services and Out of Province Medical
 Benefits
- (a) The provisions of this Program pertaining to Sickness and Accident, Extended Disability Benefits, Layoff Disability Benefits, Supplementary Hospital Expense Benefits, Prescription Drug Plan Benefits, Dental Expense Plan Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefit Benefits, Ambulance Services and Out of Province Medical Benefits, shall not be applicable to Employees subject to laws other than the Canada Pension Plan or the Quebec Pension Plan which now or hereafter may provide such benefits, under whatever name, for Employees who are disabled by non-occupational sickness and accident, or similar disability, or to

Employees, former Employees (Including retired Employees), or surviving spouses who are or may be eligible for medical or prescription drug or dental benefits under any Federal or Provincial Law.

Compliance by the Company with such laws shall be deemed full compliance with the provisions of this program with respect to such Employees, former Employees or surviving spouses eligible for benefits under such laws. The Company may require from such Employees or surviving spouses, such contributions as it may deem appropriate.

Where the benefits under such laws are on a generally lower level than the corresponding benefits under the Program, the Company shall, to the extent it finds it practicable, provide benefits supplementary to the governmental benefits to the extent necessary to make the total benefits as nearly comparable as practicable to the benefits of the Program for Employee, former Employees or surviving spouses, not subject to such laws.

(b) The provisions of Sub-section (a) above to the contrary notwithstanding, the Company may, wherever the substitution of a private plan is authorized by any such law, modify the provisions of this Program to the extent and in the respects necessary to secure the approval of the appropriate governing body to substitute the plan provided by this Program in lieu of any plan provided by such a law, and upon such modification and approval as a qualified plan the Company may make the Plan provided by this Program available to Employees, former Employees or surviving spouses subject to such law with such Employees', former Employees' or surviving spouses' contribution as may be appropriate with respect to any difference in benefits or costs under such modified plan.

(c) Medical, Prescription Drug, Dental Expense, Vision, Hearing Aid, Prosthetic Appliance and Durable Medical Equipment, Nursing Home and Chronic Care Benefits, Ambulance Services and Out of Province Medical Benefits, provided Employees (including retired Employees) or surviving spouses under Article 6 may be reduced by the amount of such benefits provided under any Federal or Provincial Law as now in effect or hereafter amended or enacted.

EXHIBIT B ARTICLE 2

GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT

		Page
2.01	Group Life Insurance	96
2.02	Accidental Death and Dismemberment Insurance	97
2.03	Payment of Group Life Insurance and Accidental Death and Dismemberment	37
	Titalian IBananan	99
2.04	Total and Permanent Disability Income	100

ARTICLE 2 GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT

2.01 Group Life Insurance

The amount of insurance for all eligible Employees who enter the Plan shall be as follows:

- (a) Prior to Age 65
 The amount of Life Insurance an
 Employee is entitled to prior to age 65 is:
 - on or after April 1, 2002 \$37,000
 - on or after April 2003 \$38,000
 - on or after April 1, 2004 \$39,000

Provided the Employee is actively at work.

(b) After Age 65
On the first day of the calendar month following the month in which the 65th birthday of an Employee occurs, his/her Life Insurance in force immediately prior thereto shall be reduced to a paid up policy in the amount of \$3,000. For employees who retire on or after April 1, 1993, the paid-up policy amount will be \$4,000. For employees who retire on or after April 1, 2002, the paid up policy amount will be \$5.000.

The amount of insurance specified in this section 2.01 in paragraphs (a) and (b) shall be payable **as** a result of death from any cause.

2.02 Accidental Death and Dismemberment Insurance

If an Employeewhile insured for Accidental Death and Dismemberment Insurance sustains bodily injuries caused solely through violent, external and accidental means which result in death or loss of hand, foot, or sight of eye, benefits will be paid as specified in the following schedule:

Loss

Loss of one hand by severance at or above wrist joint or one foot by severance at or above ankle joint or total and irrecoverable loss of sight of one eye.

Amount Payable

- on or after April 1, 2002	\$9,250
- on or after April 1, 2003	\$9,500
- on or after April 1, 2004	\$9,750

Loss of two or more such members or Loss of Life

Amount Payable

- on or after April 1, 2002	\$18,500
- on or after April 1, 2003	\$19,000
- on or after April 1, 2004	\$19,500

For any accident the maximum amount of this insurance that will be paid shall not exceed.

Amount Payable

- on or after April 1, 2002	\$18,500
- on or after April 1, 2003	\$19,000
- on or after April 1, 2004	\$19,500

provided the employee is actively at work.

With respect to accidents occurring on or after September 1, 1965, such benefits are paid provided the death or loss takes place within one year after the injury and is not caused wholly or partly, directly or indirectly, by

- (a) disease or bodily or mental infirmity, or by medical or surgical treatment or diagnosis thereof, or
- (b) ptomaine or by bacterial infection, except only septic infection of and through a visible wound sustained solely through violent, external and accidental means, or
- (c) hernia, no matter how or when sustained, or
- (d) war or any act of war, or
- (e) intentional self-destruction or intentionally self-inflicted injury, while sane or insane.

Benefits for **loss** of life are payable to the beneficiary of record of the Employee if surviving the Employee, and otherwise to the estate of the Employee. The benefits for loss of life will, in the absence of an election by the beneficiary of any other method of settlement, be payable with, and on the same basis, as, the Life Insurance of the Employee. All other benefits provided under this insurance are payable to the Employee.

Except in event of extenuating circumstances, written notice of loss must be given to the insurer within twenty days after the date of the accident causing such loss. Proof of such loss must be furnished within ninety days after the date of such loss.

The insurer shall have the right and opportunity to examine the Employee as often as it may reasonably require during the pendency of claim under the Plan, and also the right to have an autopsy made in the case of death, where it is not forbidden by law.

No action shall be brought to recover on the Plan prior to the expiration of sixty days after proof of claim has been filed, nor shall such action be brought at all unless brought within *two* years from the expiration of the time within which proof of claim is required.

2.03 Payment of Group Life insurance and Accidental Death and Dismemberment

The amount of Group Life Insurance is payable to the beneficiary named by the Employee in the event of death from any cause while the Employee is insured under the Plan for Life Insurance. In the event of accidental death, the Accidental Death and Dismemberment Insurance, if in force, is also payable to the beneficiary named by the Employee.

At the written request of the beneficiary, the Life Insurance and Accidental Death and Dismemberment. if any, will be paid either in a lump sum or in monthly or yearly installments over not more than twenty years. No installment settlement election shall be valid if such settlement would result in installment payments of less than \$10.00 each.

If the insurance is payable in installments and the beneficiary dies before all installments have been paid, the unpaid installments shall be commuted, at the rate of interest used in computing the amount of installment payments, and paid in one lump sum to the estate of the beneficiary unless a contingent beneficiary has been designated or unless otherwise provided in the election of an installment settlement.

The Employee's insurance certificate shall set forth the administrative provisions regarding the recording of beneficiary designations, changes of beneficiary and the procedure for payment of insurance in case there is no beneficiary living at the death of the Employee.

All insurance other than Life Insurance after age 65 is term insurance without cash, loan or paid-up values.

2.04 Total and Permanent Disability Income

Effective April 1, 2002, if an Employee who is covered for Life Insurance becomes totally and permanently disabled prior to the end of the month in which his/her 65th birthday occurs, and he/she has 10 years of participation in the

Pian at the end of the month in which he/she becomes so disabled, and provided he/she so elects, he/she may have \$16,000 of his/her Life Insurance paid to him in 50 monthly installments at the rate of \$20.00 for each \$1,000 of Life Insurance and continuation of the difference between \$16,000 and the full face amount of his/her Life Insurance without contributions during the period of such disability; or he/she may at his/her option have the full face amount of his/her Life Insurance of

- \$37,000 on or after April 1, 2002
- \$38,000 on or after April 1, 2003
- \$39,000 on or after April 1, 2004

continued without contributions during the period of such disability.

Payments under this Article 2.04 shall begin the later of:

- the first of the month following the receipt of the required proof of such disability, or
- the first of the month coinciding with or immediately following the date the Employee has been continuously and totally disabled for a period of six months.

Successive periods of absence due to the same disability as that upon which claim for Total and Permanent Disability benefits is based and aggregating at least six months shall be considered the same as one continuous absence provided that the aggregate will not include such absences

preceding **the last day** of work **by** more than one year, and in no case will Total and Permanent Disability benefits begin earlier than the day following the date of expiration of the maximum period for which Sickness and Accident Benefits, Extended Disability Benefits and Layoff Disability Benefits are payable to the employee under any Plan to which the Company contributes.

If the employee should die while the monthly installments are being paid to the Employee, an amount equal to the greater of the remaining installments and continued Group Life Insurance coverage of

- \$21,500 on or after April 1, 2002
- \$22,500 on or after April 1, 2003
- \$23,500 on or after April 1, 2004

will be paid in a lump sum to the Employee's beneficiary.

After 50 monthly Life Insurance installments have been paid, \$21,000 of continued Group Life Insurance coverage on or after April 1, 2002, \$22,000 on or after April 1, 2003, \$23,000 on or after April 1, 2004 and \$500 Group Life Insurance coverage, shall be provided during the remainder of the Employee's total disability. No Employee contributions are required for this coverage.

If the Employee ceases to be disabled or fails to submit any required proof, the monthly installments shall automatically and immediately cease.

If the Employee recovers and returns to work, the full amount of insurance is reinstated. If the Employee again collects disability installments they shall stop when their total, plus the total of installments paid for any previous disability, equals \$16,000. The Employee will have the difference between \$16,000 and the full face amount of Group Life Insurance coverage continued without contribution during the remainder of his/her disability.

If an Employee shall have been paid monthly installments on account of total and permanent disability and again becomes eligible for benefits because of a second or subsequent period of total and permanent disability, an additional death benefit equal to the aggregate of the installments paid during the previous period or periods of total and permanent disability shall be provided for him. The amount of this aggregate death benefit shall not exceed the amount of the Employee's Life Insurance in force on the last day of active work preceding such disability.

If the Employee recovers but does not return to work, all insurance is cancelled but the Employee may convert the amount of unpaid installments and continued Group Life Insurance (not less than \$500) into an individual policy, except that if he/she is then under age 65 he/she may continue Life Insurance equal to his/her unpaid installments but not less than \$500 to age 65 by paying the full premium for such insurance.

Any payment **under** this Section **shall be** entirely independent of any payment to which the Employee may be entitled on account of total and permanent disability under the PPG Canada Inc. - C.A.W. Pension Plan.

For the purposes of this Article 2.04, total and permanent disability means a disablement by bodily injury or disease such that the Employee is and will be permanently, continuously and wholly prevented thereby from performing any work for compensation or profit, or from following any gainful occupation.

If such disability is due to or accompanied by mental incapacity, the whole or any part of such installments may, at the option of the insurance company, be paid to the beneficiary of the Employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care or maintenance of the employee.

Notwithstanding that proof of total and permanent disability may have been accepted by the insurance company as satisfactory, the Employee on request from the insurance company shall furnish due proof of the continuance of such disability and shall submit to physical examinations designated by the insurance company.

If an individual policy of Life Insurance has been issued in accordance with the provisions described in Article 1.06 payment may be made under the provisions described in this Article 2.04 only if such individual policy is surrendered without claim thereunder. In such case, any premiums paid on such individual policy shall be refunded.

EXHIBIT B ARTICLE 3

SURVIVOR INCOME BENEFIT INSURANCE

		Page
3.01	Two Types of Benefits	107
3.02	Classes of Eligible Survivors	107
3.03	Amount of Transition Benefit	107
3.04	Payment of Transition	109
0.07	Survivor Income Benefit	110
3.05	Bridge Survivor Income Benefits Continuing Benefits for Class A or B Eligible Survivors Age 45 or over at the Time of Death of Employee	112
3.06	. ,	113
3.00	Assignments	113
3.07	Waiver	113

ARTICLE 3

SURVIVOR INCOME BENEFIT INSURANCE

3.01 Two Types of Benefits

This insurance consists of two parts, a Transition Survivor Income Benefit and a Bridge Survivor Income Benefit.

3.02 Classes of Eligible Survivors

The Classes of eligible survivors (also referred to herein as Eligible Dependents) and the order of qualifying for benefit are as follows:

Class A:

The widow of a deceased male Employee, but only if she was legally married to the deceased Employee immediately prior to his death, or on or after April 1,1978, if the deceased male Employee was not legally married at the time of his death, but had been cohabitating and residing with a person for a period of 1 continuous year immediately prior to his death and publicly represented him/her as his spouse during the one Continuous year immediately prior to his death, such person shall be deemed to be a Class A survivor;

Class B:

The widower of a deceased female Employee, but only if he was legally married to the deceased Employee immediately prior to her death, or on or after April 1, 1978, if the deceased female Employee was not legally married at the time of her death, but had been cohabitating and residing with a person for a period of 1 continuous year immediately prior to his/her death and publicly represented him/her as her spouse, during the one (1) continuous year immediately prior to her death, such person shall be deemed to a Class B survivor;

Class C:

Any child of the deceased Employee, who at the time a Transition Survivor Income Benefit first becomes payable to him is both unmarried and either (i) under 21 years of age, or (ii) at least age 21 but under 25, or (iii) totally and permanently disabled at any age over 21 provided however that a child under (ii) or (iii) must have been legally residing with and dependent upon the Employee at the time of his/her death, but such child shall cease to be a Class C eligible survivor upon marrying or if not totally and permanently disabled, upon reaching his/her 25th birthday.

Class D:

A parent d the deceased Employee for whom the Employee had, during the calendar year

preceding the Employee's death, provided at least 50 percent of the parent's support.

3.03 Amount of Transition Benefit

The Transition Survivor Income Benefit Insurance will provide for the eligible survivor or survivors of an insured Employee a basic amount of \$575 per month for claims made on or after April 1, 2002 unless;

- (1) The Employee is survived by his/her spouse who qualifies as a Class A or Class B survivor and also by one or more children who qualify as Class C survivors; or
- (2) The Employee does not have a surviving spouse but is survived by one or more children who qualify as Class C survivors.

In the latter two cases the basic amount will be \$635 per month for claims made on or after April 1, 2002.

The basic amount is reduced by any survivor's disability or retirement benefits under the Canada or Quebec Pension Plans or any Old Age Security Benefits as now in effect or as hereafter amended.

No such reduction hereunder shall reduce the monthly Transition Survivor Income Benefit below the sum of \$550 for claims commencing on or after April 1, 2002 Such Transition Survivor Income Benefit Insurance shall be in force for Employees under age 65 or when age

65 or over, while in active service, and for pensioners under age 65 who have retired under the total and permanent disability provisions of the PPG Canada Inc. - C.A.W. Pension Plan while such Employees or pensioners have at least one Eligible Dependent. (No other retired Employees shall be insured hereunder).

3.04 Payment of Transition Survivor Income Benefit

In the event of death of an insured Employee from any cause, benefits shall be payable monthly commencing on the first day the calendar month following the death of the Employee, and on the first day of each month thereafter until 24 such payments have been made or until there are no eligible survivors in any Class of eligible survivors, if earlier. In no event will the maximum amount payable on account of the death of an Employee exceed \$13,800 in total for claims made on or after April 1, 2002 unless:

- (1) The Employee is survived by his/her spouse who qualifies as a Class A or Class B survivor and also by one or more children who qualify as Class C survivors; or
- (2) The Employee does not have a surviving spouse but is survived by one or more children who qualify as Class C survivors.

In the latter two cases the maximum amount payable on account of the death of an

Employee will not exceed \$15,240 on or after April 1, 2002. Payments shall be made to the eligible survivor or in equal shares to the eligible survivors in the first of the Classes of survivors set forth in Article 3.02 in which there is an eligible survivor or survivors.

If a Class A or Class B eligible survivor dies or becomes ineligible prior to the payment of the maximum number of 24 benefit payments, the right to any remaining payments shall pass in equal shares for the balance of the maximum number of payments to any surviving children who then qualify under Class C or, if there are none, then in equal shares for the balance of the maximum number of payment to any surviving parents who then qualify under Class D.

If, after having qualified under Class C, a child marries, or dies, or attains age 25 (if not totally and permanently disabled) any remaining payments shall be divided equally among any surviving children who continue to qualify under Class C. After the last child ceases to qualify, any remaining payments shall be divided equally among any surviving parents who then qualify under Class D.

If more than one parent qualifies under Class D and either parent dies, any remaining payments shall be payable to the surviving parent.

If no eligible survivor of the Employee qualifies in any Class on the first of the month following the death of the Employee, no payments will be made hereunder. If, after payments begin, there ceases to be any eligible survivors in any Class, payments will cease.

3.05 Bridge Survivor Income Benefits Continuing Benefits for Class A or B Eligible Survivors Age 45 or Over at the Time of Death of Employee

There shall also be payable in accordance with the terms and conditions of this subsection to a Class A or Class B eligible survivor, both terms as defined in Article 3.02, who was 45 vears of age or more on the date of the Employee's death, or whose age, when combined with the Employee's years of Credited Service (both of which to be determined to the nearest 1/10th and as of the Employee's death) total 55 or more and who has received 24 monthly payments of the Transition Survivor Income Benefit, a Bridge Survivor Income Benefit of \$575 for claims made on or after April 1, 2002 per month reduced by any survivor's or disability benefit payable under the Canada or Quebec Pension Plans as now in effect or hereafter amended. No such reduction hereunder shall reduce the monthly Bridge Survivor Income Benefit below the sum of \$550 per month for claims made on or after April 1, 2002.

(i) The Bridge Survivor Income Benefit will become payable commencing with the first month following the month for which the 24th monthly payment of the Transition Survivor Income Benefit is paid. (ii) The Bridge Survivor Income Benefit will cease to be paid immediately upon the occurrence of:

(a) the death or remarriage of the Class A or Class B eligible survivor, or

(b) attainment by the Class A or Class B eligible survivor of such age at which Old Age Security benefits become payable, under any Federal legislation, as now in effect or hereafter enacted or amended.

3.06 Assignments

No survivor income benefit payable hereunder shall be subject in any manner to assignment, pledge, attachment or encumbrance of any kind, nor subject to the debts or liability of any eligible survivor except as required by applicable law.

3.07 Waiver

A Class A or Class B eligible survivor may waive irrevocably any right to receive Survivor Income Benefits with respect to any period by completing a waiver form furnished by the Company for that purpose. No Survivor Income Benefits shall be payable for any period covered by such waiver.

EXHIBIT B ARTICLE 4

SICKNESS AND ACCIDENT INSURANCE

		Page
4.01	Amount of Insurance	115
4.02	Payment of Benefits	115
4.03	Registration of Plan	118

ARTICLE 4

SICKNESS AND ACCIDENT INSURANCE

4.01 Amount of Insurance

The amount of insurance for eligible Employees who enter the Plan prior to age 65 shall be equal to the greater of:

(i) the UIC Maximum weekly disability benefit as in effect during the term of this Agreement

- OR -

- (ii) for disabilities commencing
 - on or after April 1, 2002 \$630 per week.
 - on or after April 1, 2003 \$640 per week.
 - on or after April 1, 2004 \$650 per week.

4.02 Payment of Benefits

Sickness and Accident Benefits shall be payable during continuous total disability for a maximum of 52 weeks for any one period of disability whether from one or more causes, provided the Employee is under **the** care of a doctor licensed to practice medicine. If disability is due to an accident, benefits start on the first day of such disability. If disability is due to sickness, benefits start on the eighth day of disability or upon earlier confinement in a hospital, including twelve (12) or more hours in-hospital observation, recognized under the

Provincial Hospital Act or upon an earlier surgical procedure for which a benefit of \$25.00 or more is scheduled or payable under the Provincial Health Insurance Plan, performed on the Employee as an out-patient not confined to hospital.

Benefits shall be paid on the basis of a five day work week, Monday through Friday. If any one such days is not included in an Employee's work week, Saturday shall be substituted for that day and if two such days are not included in the Employee's regular work week, Saturday and Sunday shall be substituted for such two days.

Benefits shall not be paid for any day for which an employee receives holiday pay.

Except in the event of extenuating circumstances, written notice of injury or sickness must be given to the insurance company within twenty days after the date of the accident causing such injury or commencement of disability resulting from such sickness. Proof of such injury or sickness must be furnished to the insurance company within ninety days after the termination of the period for which weekly benefits are payable under the Plan. The insurance company shall have the right to have such medical examination of the person of the Employee, as it may reasonably require, made by a physician or physicians designated by it while weekly benefits are being claimed under the Plan.

No action shall be brought to recover prior to the expiration of sixty days after proof of claim has been filed in accordance with the requirements of the Plan, nor shall such action be brought at all unless brought within two years from the expiration of the time within which proof of claim is required by the Plan.

Subject to due proof of claim, the weekly benefits will be paid to the Employee each week during any period of disability for which such benefits are payable and any balance remaining unpaid at the termination of such period will be paid immediately upon receipt of proof.

If disability is due to or accompanied by mental incapacity, all or any part of such weekly benefits may, at the option of the insurance company, be paid to the beneficiary of record of the Employee or to any other person or institution then in the judgment of the insurance company contributing toward or providing for the care and maintenance of the Employee.

If an Employee returns to work after receiving Sickness and Accident Benefits for less than 52 weeks, and is again absent within three months for the same reason or some disability related to it, there is no waiting period for the rest of the 52 weeks' period, if the Employee is disabled that long.

If the second absence results from a different kind of sickness or injury, or begins after he/she has been at work three months, the

first absence **does** not **affect** any **possible** future benefits. Benefits payable for any period shall be reduced by any payments for time lost from work in that period to which the Employee is entitled under any Workers' Compensation Law or Act or any Occupational Disease Law or Act. No deductions shall be made for any payments under such laws specifically for hospitalization or medical expense, or specific allowances for **loss**, or 100 per cent **loss** of use of a body member or disfigurements.

For the purposes of this Article 4.02, total disability means a disability from injury or sickness such that the Employee is prevented thereby from performing any and every duty of his/her occupation, and during the period of such disability is under the treatment thereof by a physician legally licensed to practice medicine.

4.03 Registration of Plan

The Company shall apply to have the Sickness and Accident Insurance Plan registered with Revenue Canada and the Unemployment Insurance Commission for purposes of qualifying for reduced UIC premiums. Any reduction in UIC premiums payable as provided in the Unemployment Insurance Act 1971, both employer and employee share, shall revert to the Company.

EXHIBIT B ARTICLE 5

EXTENDED DISABILITY BENEFIT INSURANCE

		Page
5.01	Amount of Benefit	120
5.02	Payment of Benefits	124
5.03	Rehabilitation	126
5.04	Proof of Disability	126
5.05	Exclusions	127
5.06	Waiver	128

ARTICLE 5

EXTENDED DISABILITY BENEFIT INSURANCE

5.01 Amount of Benefit

An employee who is insured for Sickness and Accident Insurance or Layoff Disability Benefit will also be insured for Extended Disability Benefit.

The Monthly Extended Disability Benefit is:

- (a) For claims commencing on or after April 1, 2002, \$1,600 per month for Employees with 10 or more years of participation in the Sickness and Accident Plan and \$1,530 per month for Employees with less than 10 years participation in the Sickness and Accident Plan.
- (b) For claims commencing on or after April 1, 2003, \$1,650 per month for Employees with 10 or more years of participation in the Sickness and Accident Plan and \$1,580 per month for Employees with less than 10 years participation in the Sickness and Accident Plan.
- (c) For claims commencing on or after April 1, 2004, \$1,700 per month for Employees with 10 or more years of participation in the Sickness and Accident Plan and \$1,630 per month for Employees with less than 10 years participation in the Sickness and Accident Plan.

(d) Reduced by:

- (i) an amount equal to the monthly equivalent of any lost time benefits under Workplace Safety Insurance laws providing benefits for occupational injury disease including lump sum settlement, but excluding specific allowances for loss, or 100 percent loss of use, of a body member.
- (ii) Disability Benefits (amounts applicable to such person only) to which the person is entitled under any existing or future Provincial or Federal legislation which becomes payable.
- (e) Effective June 1, 2002 current recipients shall be eligible for a monthly benefit of \$1,580. It is understood that an employee eligible for this special benefit will be required to provide either a copy of a current CPP/QPP cheque statement or a signed Authorization to Communicate Information Form by May 1, 2002. Failure to provide this documentation will cause the special payment to be discontinued and any overpayment will be recovered.
- (9 Recipients of Extended Disability Benefits as outlined in (e) above shall have their monthly benefit reduced by the amount specified in (i) and (ii) below, based upon their eligibility for those benefits as of January 1, 2002.

- (i) an amount equal to the monthly equivalent of any lost time benefits under Workplace Safety Insurance laws providing benefits for occupational injury disease including lump sum settlement, but excluding specific allowances for loss, or 100 percent loss of use, of a body member.
- (ii) Disability Benefits (amounts applicable to such person only) to which the person is entitled under any existing or future Provincial or Federal legislation which becomes payable.

Extended Disability Benefits will not be reduced by pensions payable under Workplace Safety Insurance laws or benefits payable thereunder for prolonged and indefinite duration for a disability which is not related to that for which Extended Disability Benefits are payable.

In determining the amount by which Extended Disability Benefits are reduced, the monthly equivalent of benefits paid on a weekly basis is computed by multiplying the weekly benefit rate by 4.33 and lump sum settlements under Workplace Safety Insurance laws will result in reduction equal to the monthly equivalent of the amount of Workplace Safety Insurance to which the Employee would have been entitled under applicable laws had there been no lump sum payment, but not to exceed in total the amount of the settlement.

The amount of any reductions calculated above shall not be increased subsequent to the first day for which Extended Disability Benefits are payable, except that the amount of such reduction may be increased if the increase represents an adjustment in the original determination of the amount of such reduction.

Extended Disability Benefit computations presume eligibility for Statutory Disability Benefits under any existing or future Provincial or Federal legislation. Amounts deducted from Extended Disability Benefits on this basis are paid upon presentation of satisfactory evidence that these benefits were applied for and denied; provided, however, that a reduction in Extended Disability Benefits is made in an amount equal to Statutory Disability Benefits (benefit of disabled contributor only) that would have been payable except for refusal to accept vocational rehabilitation services.

Benefits payable for less than a full calendar month are pro-rated on the basis of the ratio of calendar days of eligibility to total calendar days in the month.

The insurance company may require each applicant or recipient of Extended Disability Benefits to certify or furnish verification of the amounts of his/her income from sources listed in this Article 5.01 above.

5.02 Payment of Benefits

Extended Disability Benefits paid to an eligible applicant shall be for the period commencing the day following the last day of disability included within the period for the maximum number of weekly Sickness and Accident Benefits or Layoff Disability Benefits, including weeks in which such Sickness and Accident Benefits or Layoff Disability Benefits were partially or wholly offset because of receipt of statutory or Workers' Compensation Benefits.

To be eligible for Extended Disability Benefits, an Employee with ten or more years of credited service under the PPG Canada Inc. - C.A.W. Pension Plan must submit evidence that he/she has applied for an unreduced early or total and permanent disability benefit under such plan.

The maximum period during which monthly Extended Disability Benefits may be payable for Employees with less than ten years participation in the Sickness and Accident Plan, shall be a period by which the greater of: (1) the Employee's years of Seniority at commencement of disability, and (2) his/her credited service under the PPG Canada Inc. -C.A.W. Pension Plan at commencement of disability, exceeds the maximum number of weeks for which he/she is entitled to receive Sickness and Accident Benefits, but in no event beyond the date of death, the end of the month in which he/she attains age 65, or the time that he/she no longer satisfies the disability requirement, whichever occurs first.

For disability claims beginning on or after June 1, 1987, for employees with ten (10) or more years participation in the Sickness and Accident Plan, the maximum period during which Extended Disability Benefits may be payable shall be to the end of the month in which he/she attains age 65, or the time that he/she no longer satisfies the disability requirement, whichever occurs first but in no event beyond the date of death.

If an Employee's return to work with the Company does not qualify him for a new period of Sickness and Accident Benefits or if he/she engages in some gainful occupation or employment other than one for which he/she is reasonably qualified by education, training or experience. his/her satisfying of the disability requirements shall not be deemed to end, but his/her Extended Disability Benefit shall be suspended for the period of the return to work or the period he/she engages in such occupation or employment. For purposes of applying the maximum period for monthly Extended Disability Benefits, a month in which such benefits are partially or wholly offset by benefit payments from sources listed in Article 5.01 above or suspended under this Article 5.02 is counted as a full month. Fractions of the first and last month are counted as fractions of a month.

The cumulative total number of months during any previous periods of eligibility for Extended Disability Benefits, regardless of whether for the same or related disabling condition,

reduces the maximum number of monthly benefit payments for which the individual is otherwise eligible when Extended Disability Benefits again commence.

5.03 Rehabilitation

There is no ineligibility for Extended Disability Benefits because of work which is determined by the Company to be primarily for training under a recognized program of vocational rehabilitation.

5.04 Proof of Disability

Effective with claims commencing on or after November 1, 1974, total and permanent disability means a physical or mental condition which (in the opinion of a qualified medical practitioneror practitioners) is incurable and will on the basis of satisfactory medical evidence wholly and permanently prevent an Employee from engaging in any regular employment with the Company in the plant where he/she holds Seniority, and he/she is not engaged in any occupation for remuneration or profit provided, however, that no Employee shall be deemed to be totally and permanently disabled for the purposes of this Plan if his/her disability,

- (i) is intentionally self-inflicted, or
- (ii) resulted from his/her engaging in criminal act for which he/she was duly convicted in a court of law, or

(iii) resulted from service in the armed forces of any country except that on or after November 1, 1974, nothing herein shall prevent an Employee from being deemed so disabled under this Plan if he/she has accumulated at least ten years of Seniority after separation from service in the armed forces and before such incapacity occurs.

The insurance company may require an applicant, as a condition of eligibility, to submit to examinations by a physician designated by it for the purpose of determining his/her initial or continuing total disability.

5.05 Exclusions

No benefit shall be payable for disabilities resulting from:

- (i) pregnancy or childbirth or resulting complications unless the Employee is entitled to a pregnancy leave of absence as defined by The Employment Standards Act of Ontario; however, benefits are not payable during the period of leave;
- (ii) service in the armed forces (unless the Employee has accumulated at least ten years of Seniority following separation *from* service in the armed forces).

5.06 Waiver

An Employee may waive irrevocably any right he/she may have to receive Extended Disability Benefits with respect to any period of disability by completing a waiver form furnished by the Company for that purpose. No Extended Disability Benefits shall be payable for any period of disability covered by such waiver.

EXHIBIT B ARTICLE 6

MEDICAL, DRUG AND DENTAL EXPENSE BENEFITS

		Page
6.01	Provincial Health Insurance Plan	130
6.02	Supplementary Hospital Expense Plan	I B0
6.03	Prescription Drug Plan	130
6.04	Dental Expense Benefits	131
6.05	Vision Benefits	131
6.06	HearingAid Benefits	131
6.07	ProstheticAppliance and Durable Medical Equipment Benefits	132
6.08	Nursing Home and Chronic Care Benefits	132
6.09	Out of Province Medical Benefits	132
6.10	Ambulance Coverage	132
6.1∎	Health Practitioner Benefits	133
6.12	Coverage of Eligible Dependents	133

ARTICLE 6 MEDICAL, DRUG AND DENTAL EXPENSE BENEFITS

6.01 Provincial Health Insurance Plan

The Provincial Health Insurance Plan shall be the Hospital expense coverage and the medical expense benefits provided under the Ontario Health Insurance Plan.

6.02 Supplementary Hospital Expense Plan

The Supplementary Hospital Expense Benefit Plan shall be hospital care Semi-Private Supplementary Coverage.

6.03 Prescription Drug Plan

The Prescription Drug Plan shall be administered by Maritime Life or an Insurance Carrier which provides benefits of equivalent value. Such plan will provide coverage for only drugs legally requiring a prescription by law (Schedule E,F) controlled drugs requiring a prescription (must be written, no repeats—Schedule G) and narcotics (Schedule N) for each person covered by the Plan.

Effective July 1, 2002, prescription drug coverage will be a mandatory generic Drug Plan. Coverage will be limited to the price of a generic equivalent, less a three (\$3.00) dollar deductible for each individual service. If there is no generic equivalent to the brand name drug being dispensed, or if the Physician prescribes "no substitution permitted"

coverage will be limited to the price of the brand name drug less the three (\$3.00) dollar deductible for each individual service.

Insured individuals may elect to obtain their prescriptions from Preferred Provider Pharmacies. The three (\$3.00) dollar deductibles referred to in the above paragraphs will be reduced to one (\$1.00) dollars for each service obtained at a Preferred Provider Pharmacy. All other provisions referred to in the preceding paragraphs remain the same at Preferred Provider Pharmacies.

The Preferred Provider Pharmacies will be Zellers Pharmacies and Walmart Pharmacies.

6.04 Dental Expense Benefits

The Company will continue to provide the Dental Expense Benefits set forth in Appendix A to this Insurance Program.

6.05 Vision Benefits

The Company will continue to provide the Vision Benefits set forth in Appendix B of this Insurance Program.

6.06 Hearing Aid Benefits

The Company will continue to provide the Hearing Aid Benefits set forth in Appendix C of this Insurance Program.

6.07 Prosthetic Appliance and Durable Medical Equipment Benefits

The Company will continue to provide the Prosthetic Appliance and Durable Medical Equipment Benefits set forth in Appendix D of this Insurance Program.

6.08 Nursing Home and Chronic Care Benefits

The Company will arrange to make available the Nursing Home and Chronic Care Benefits set forth in Appendix E of this Insurance Program.

6.09 Out of Province Medical Benefits

The Company will arrange to make available Out of Province Medical coverage including Maritime Life Travel Assistance Services through Worldwide Assistance as set forth in Appendix **F** of this Insurance Program.

Sixteen weeks maximum lifetime benefit of \$300,000.

6.10 Ambulance Service

The Company will provide Ambulance Service benefits as set forth in Appendix G of this Insurance Program.

6.1 ■ Health Practitioner Benefits

The Company will provide Health Practitioner benefits **as** set forth in Appendix H of this Insurance Program.

6.12 Coverage of Eligible Dependents

At the Employee's option, provided such option is available under the rules and regulations of the applicable Plans, such coverage may include protection for (a) self only (b) self and spouse, or (c) self and family. Family coverage shall include only spouse and eligible children.

EXHIBIT B ARTICLE 7

LAYOFF DISABILITY INSURANCE

		Page
7.01	Amount of Benefit	135
7.02	Payment of Benefits	135

ARTICLE 7 LAYOFF DISABILITY INSURANCE

7.01 Amount of Benefit

Effective with disabilities occurring **on** or after April 1, 2002, the amount of Layoff Disability Insurance Benefit will be equal to the greater of:

 the El Maximum weekly disability benefit as in effect during the term of this Agreement

- OR -

- (ii) for disabilities commencing
- on or after April 1, 2002 \$630 per week.
- on or after April 1, 2003 \$640 per week.
- on or after April 1, 2004 \$650 per week.

7.02 Payment of Benefits

An Employee insured for life insurance who becomes wholly and continuously disabled while on a qualifying layoff as defined in the Supplemental Unemployment Benefit Plan who was either eligible for a regular S.U. Benefit or was employed by another employer immediately prior to his/her becoming disabled and who has at least one credit unit under the S.U.B. Plan will be entitled to a Layoff Disability Benefit.

To receive a Layoff Disability Benefit, the disabled Employee must have at least one credit unit under the S.U.B. Plan in respect to

each week for which a layoff disability benefit is claimed.

Credit units shall be cancelled for each week in which a Layoff Disability Benefit is paid in accordance with Article 5 of the S.U.B. Plan. Benefits shall be payable effective the latter of the day following the last day for which a Regular S.U.B. Benefit was payable to the Employee, or the first day of qualifying disability. No benefit shall be payable for any day for which the Employee receives a Sickness and Accident Benefit under the Program or for any week (as defined in the S.U.B. Plan) for which the credit unit cancellation base is under \$18.00. The Layoff Disability Benefit for any week shall be reduced by the amount of any Unemployment Insurance Benefit he/she receives or is eligible to receive and by any other disability benefit he/she receives for the same week under a plan financed in whole or in part by another employer. The payment of Layoff Disability Benefits shall be governed by the applicable provisions of the Program with respect to Sickness and Accident Insurance.

APPENDIX A DENTAL EXPENSE BENEFITS

1. Enrollment Classifications

Dental Expense Benefits coverage for an eligible Employee, retired Employee, or surviving Spouse shall include coverage for eligible dependents as they are defined in Article 6.11 and 1.01 (3).

2. Description of Benefits

Dental Expense Benefits will be payable, subject to the conditions herein, if an Employee, retired Employee, surviving Spouse or eligible dependent while dental expense coverage is in effect with respect to such Employee, retired Employee, surviving Spouse or eligible dependent, incurs Covered Dental Expenses.

3. Covered Dental Expenses

Covered Dental Expenses are the usual charges of a dentist which an Employee, retired Employee, surviving Spouse or eligible dependent, **is** required to pay for services and supplies which are necessary for treatment of a dental condition, but only to the extent that such services and supplies are customarily employed for treatment of that condition, and only if rendered in accordance with accepted standards of dental practice. Such expenses shall be only those incurred in connection with the following dental services which are performed, except as otherwise provided in Section 7(C), by a licensed dentist and which are received while insurance is in force. Payments for Covered Dental Expenses shall

be based upon the applicable percentage of the lesser of the dentist's usual charge for the service or of the fee specified for the service in the January 2001 Ontario Dental Association Schedule of Fees commencing April 1, 2002: in the January 2002 Ontario Dental Association Schedule of Fees commencing April 1, 2003; and in the January 2003 Ontario Dental Association Schedule of Fees commencing April 1, 2004 but only for the services set forth below, and not for any other services listed in such Schedule of Fees. Where fees for certain procedures are shown in such Schedule of Fees as "I.C." (Individual Consideration) payment will be made on the basis of the usual. customary charges for such procedures.

- (A) The following Covered Dental Expenses shall be paid at 100 percent of the dentist's usual charge but not more than the amount specified in the applicable Ontario Dental Association Schedule of Fees:
 - Routine oral examinations and prophylaxis (scaling and cleaning of teeth), but not more than once each in any period of six (6) consecutive months.
 - 2. Topical application of fluoride.
 - Space maintainers that replace prematurely lost teeth for children under 19 years of age.
 - 4. Emergency palliative treatment.
 - Pit and fissure sealants for permanent molars for children up to and including age fourteen, but not more than once

in any period of sixty (60) consecutive months.

- (B) The following covered dental expenses shall be paid at 90 percent of the dentist's usual charge or 90 percent of the amount specified in the applicable Ontario Dental Association Schedule of Fees, whichever is less:
 - Dental X-rays, including full mouth X-rays (but not more than once in any period of thirty-six (36) consecutive months), supplementary bite-wing X-rays (but not more than once in any period of six (6) consecutive months) and such other dental X-rays as are required in connection with the diagnosis of a specific condition requiring treatment.
 - 2. Extractions, except those described in Section 3 (C) (4).
 - 3. Oral surgery, except as described in Section 3 (C) (4).
 - Amalgam, silicate, acrylic, synthetic porcelain, and composite filling restorations to restore diseased or accidentally broken teeth.
 - General anesthetics when medically necessary and administered in connection with oral or dental surgery.
 - Treatment of periodontal and other diseases of the gums and tissues of the mouth.
 - 7. Endodontic treatment, including root canal therapy.

- 8. Injection of **antibiotic drugs** by **the** attending dentist.
- Repair or recementing of crowns, inlays, onlays, bridgework, or dentures; or relining or rebasing of dentures more than six (6) months after the installation of an initial or replacement denture, but not more than one relining or rebasing in any period of thirty-six (36) consecutive months.
- 10. Inlays, onlays, gold fillings, or crown restorations to restore diseased or accidentally broken teeth, but only when the tooth, as a result of extensive caries or fracture cannot be restored with an amalgam, silicate, acrylic, synthetic porcelain, or composite filling restoration.
- Porcelain veneers to treat the following conditions: amelogenesis, imperfecta, Hutchinson's Incisors and hypo maturation.
- (C) The following Covered Dental Expenses shall be paid at 50 percent of the dentist's usual charge or 50 percent of the amount specified in the applicable Ontario Dental Association Schedule of Fees, whichever is less:
 - Initial installation of fixed bridgework (including inlays and crowns as abutments).
 - Initial installation of partial or full removable dentures (including precision attachments and any

- adjustments during the six (6) month period following installation).
- Replacement of an existing partial or full removable denture or fixed bridgework by a new denture or by new bridgework, or the addition of teeth to an existing partial removable denture or to bridgework, but only if satisfactory evidence is presented that:
 - (a) The replacement or addition of teeth is required to replace one or more teeth extracted after the existing denture or bridgework was installed; or,
 - (b) The existing denture or bridgework cannot be made serviceable and, if it was installed under this Dental Expense Benefits Program, and at least five (5) years have elapsed prior to its replacement; or,
 - (c) The existing denture is an immediate temporary denture which cannot be made permanent and replacement by a permanent denture takes place within twelve (12) months from the date of initial installation of the immediate temporary denture. Normally, dentures will be replaced by dentures but if a professionally adequate result can be achieved only with bridgework, such bridgework will be a Covered Dental Expense.

4. Orthodontic diagnostic procedures and treatment consisting of surgical therapy, appliance therapy, and functional / myofunctional therapy (including related oral examinations, surgery and extractions) for children under 19 years of age.
Notwithstanding the above, while coverage is in force, benefits will be paid after attainment of age 19 for a continuous course of treatment which began prior to age 19.

4. Maximum Benefit

The maximum benefit payable for all Covered Dental Expenses incurred during any twelve (12) month period beginning October 1 and ending the following September 30, (except for services described in Section 3 (C)(4) above) shall be \$1,400 for each individual. Effective October 1, 2002, the maximum benefit payable will be \$1,550 for each individual.

For Covered Dental Expenses in connection with orthodontics including related oral examinations, surgery and extractions described in Section 3 (C) (4) above, the maximum benefit payable shall be \$1,650 during the lifetime of each individual. Effective October 1, 2002, the maximum benefit payable will be \$1,850 for each individual.

5. Predetermination of Benefits

If a course of treatment can reasonably be expected to involve Covered Dental Expense of \$200 or more, a description of the procedures to be performed and an estimate of the dentist's charges must be filed with the insurer prior to the commencement of the course of treatment.

The insurer will notify the employee and the dentist of the benefits certified as payable based upon such course of treatment. In determining the amount of benefits payable, consideration will be given to alternate procedures, services, or courses of treatment, that may be performed for the dental condition concerned in order to accomplish the desired result. The amount included as certified dental expense will be the appropriate amount as provided in Sections 3 and 4, determined in accordance with the limitations set forth in Section 6

If a description of the procedures to be performed and an estimate of the dentist's charges are not submitted in advance, the insurer reserves the right to make a determination of benefits payable taking into account alternate procedures, services or courses of treatment, based on accepted standards of dental practice. To the extent verification of Covered Dental Expenses cannot reasonably be made by the insurer, the benefits for the course of treatment may be for a lesser amount than would otherwise have been payable.

This predetermination requirement will not apply to courses of treatment under \$200 or to emergency treatment, routine oral examinations, X-rays, prophylaxis and fluoride treatment.

6. Limitations

(A) Restorative

- Gold, baked porcelain restorations, crowns and jackets. If a tooth can be restored with a material such as amalgam, payment of the applicable percentage of the charge for that procedure will be made toward the charge for another type of restoration selected by the patient and the dentist. The balance of the treatment charge remains the responsibility of the patient.
- Reconstruction Payment based on the application percentage will be made toward the cost of procedures necessary to eliminate oral disease and to replace missing teeth. Appliances or restoration necessary to increase vertical dimension or restore the occlusion are considered optional and their cost remains the responsibility of the patient.

(B) Prosthodontics

- Partial Dentures If a cast chrome or acrylic partial denture will restore the dental arch satisfactorily, payment of the applicable percentage of the cost of such procedure will be made toward a more elaborate or precision appliance the patient and dentist may choose to use and the balance of the cost remains the responsibility of the patient.
- Complete dentures If, in the provision of complete denture services, the patient and dentist decide on personalized restorations or specialized techniques as opposed to standard procedures, payment of the applicable percentage of the cost of the standard denture services will be made toward such treatment and the balance of the cost remains the responsibility of the patient.
- 3. Replacement of Existing Dentures Replacement of an existing denture will be **a** Covered Dental Expense only if the existing denture is unserviceable. Payment based on the applicable percentage will be made toward the cost of services which are necessary to render such appliances serviceable. Replacement of prosthodontic appliances will be a Covered Dental Expense only if at least five (5) years have elapsed since the date of the initial installation of that appliance

under this Dental Expense Benefits Program except as provided in Section 3 (C) (3) above.

(C) Orthodontics:

- If orthodontic treatment is terminated for any reason before completion, the obligation to pay benefits will cease with payment to the date of termination. If such services are resumed, benefits for the services to the extent remaining, shall be resumed.
- The benefit payment for orthodontic services shall be only for months that coverage is in force.

7. Exclusions

Covered Dental Expenses do not include and no benefits are payable for:

- (A) Charges for services, treatment, appliances and supplies which are specified in the applicable Ontario Dental Association Schedule of Fees but which are not set forth above.
- (B) Charges for services for which benefits are otherwise provided under Hospital, Medical and Prescription Drug Expense Coverages.
- (C) Charges for treatment by other than a dentist, except that scaling or cleaning of teeth and topical application of fluoride may be performed by a licensed dental hygienist if the treatment is rendered under

- the supervision and guidance of the dentist.
- (D) Charges for veneers of similar properties of crowns and pontics placed on or replacing teeth, other than the ten upper and lower anterior teeth.
- (E) Charges for services or supplies that are cosmetic in nature, including charges for personalization or characterization of dentures.
- (F) Charges for prosthetic devices (including bridges), crowns, inlays and onlays and the fitting thereof which were ordered while the individual was not insured for Dental Expense Benefits or which were ordered while the individual was insured for Dental Expense Benefits but are finally installed or delivered to such individual more than sixty (60) days after termination of coverage.
- (G) Charges for the replacement of a lost, missing or stolen prosthetic device.
- (H) Charges for failure to keep a scheduled visit with the dentist.
- (I) Charges for replacement or repair of an orthodontic appliance.
- (J) Charges for services or supplies which are compensable under a Workplace Safety Insurance or Employer's Liability Law.
- (K) Charges for services rendered through a medical department, clinic, or similar facility provided or maintained by the patient's employer.
- (L) Charges for services or supplies for which no charge is made that the employee is legally obligated to pay or for which no

- charge would **be made** in the **absence** of dental expense coverage.
- (M) Charges for services or supplies which are not necessary, according to accepted standards of dental practice, or which are not recommended or approved by the attending dentist.
- (N) Charges for services or supplies which do not meet accepted standards of dental practice, including charges for services or supplies which are experimental in nature.
- (O)Charges for services or supplies received as a result of dental disease, defect or injury due to an act of war, declared or undeclared.
- (P) Charges for services or supplies from any governmental agency which are obtained by the individual without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body.
- (Q) Charges for any duplicate prosthetic device or any other duplicate appliance.
- (R) Charges for any services to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof.
- (S) Charges for the completion of any insurance forms.
- (T) Charges for prescription drugs.
- (U) Charges for oral hygiene and dietary instruction.
- (V) Charges for a plaque control program.
- (W) Charges for impantology.

8. Coordination of Benefits

The insurer shall follow the same procedures with respect to coordination of Dental Expense Benefits as are followed for coordination of Hospital, Medical, and Prescription Drug Expense Benefits, except that other dental expense benefits will be coordinated only if provided by either a group dental benefits plan or by a comprehensive medical plan providing dental benefits, to which, in either case, and employer contributes at least 50 percent of the cost.

9. Subrogation

In the event of any payment for Dental Expense Benefits, the insurer shall be subrogated to all the Employee's, retired Employee's, surviving Spouse's or dependent's rights of recovery therefore, against any person or organization except against insurers or policies of insurance issued to and in the name of the Employee, retired Employee and surviving Spouse, and the insured person or dependent shall execute and deliver such instruments and papers and do whatever else is necessary to secure such rights.

10. Proof of Loss

The insurer reserves the right at its discretion to accept, or to require verification of, any alleged fact or assertion pertaining to any claim for Dental Expense Benefits. **As** part of the basis for determining benefits payable, the insurer may require X-rays and other

appropriate diagnostic and evaluative materials.

11. Definitions

The term "dentist" means a legally licensed dentist practicing within the scope of his/her license. **As** used herein, the term "dentist" also includes a legally licensed physician authorized by his/her license to perform the particular dental services he/she has rendered. The term "reasonable and customary charge" means the actual fee charged by a dentist for a service rendered or supply furnished but only to the extent that the fee is reasonable taking into consideration the following:

- The usual fee which the individual dentist most frequently charges the majority of his/her patients for a service rendered or a supply furnished; and
- The prevailing range of fees charged in the same area by dentists of similar training and experience for the service rendered or supply furnished; and,
- Unusual circumstances or complications requiring additional time, skill, and experience in connection with the particular dental service or procedure.

The term "area" means a metropolitan area, a county or such greater area as is necessary to obtain a representative cross-section of dentists rendering such services or furnishing such supplies.

The term "course of treatment" means a planned program of one or more services or supplies, whether rendered by one or more dentist, for the treatment of a dental condition diagnosed by the attending dentist as a result of an oral examination. The course of treatment commences on the date a dentist first renders a service to correct or treat such diagnosed dental condition.

The term "orthodontic treatment" means preventive and corrective treatment of all those dental irregularities which result from onomalous growth and development of dentition and its related anatomic structures or as a result of accidental injury and which require repositioning (except for preventive treatment) of teeth to establish normal occlusion).

The term "ordered" means, in the case of dentures, that impressions have been taken from which the denture will be prepared; and, in the case of fixed bridgework, restorative crowns, inlays and onlays, that the teeth which will serve as abutments or support or which are being restored have been fully prepared to receive and impressions have been taken from which will be prepared the bridgework, crowns, inlays or onlays.

12. Administrative Manual

Policies, procedures and interpretations to be used in administering Dental Expense Benefits shall be incorporated in an Administrative Manual. Among other things the Manual shall:

- (A) Explain the benefits and the rules and regulations governing their payment.
- (B) Include administrative practices and interpretations which affect benefits.
- (C) Define professionally recognized standards of practice to be applied to benefits and procedures.
- (D) List the eligibility provisions and limitations and exclusions of the coverage, and procedures for status changes and termination of coverage.
- (E) Provide the basis upon which charges will be paid including provisions for the benefit payment mechanism and protection of employees against excess charges.
- (F) Provide for cost and quality controls by means of predetermination of procedures and charges, utilization and peer review, clinical post-treatment evaluation and case reviews involving individual consideration of fees or treatment.

APPENDIX B VISION BENEFITS

I. Enrollment Classifications

Vision Benefits coverage for an eligible Employee, retired Employee or surviving spouse shall include coverage for eligible dependents as they are defined in Article 6.11 and 1.01 (3).

II. Description of Benefits

The Company will contribute one hundred percent (100%) to the cost to provide an Employee'scoverage for Vision Benefits. Vision Benefitswill be provided to each full-time Employee who is eligible in accordance with Article 1.04 of Exhibit"B" as follows:

100% reimbursementfor frames and lenses up to a maximum of:

 Effective April 1, 2002 - \$240 per family member every two years;

subject to the following limitations:

- Frames every 24 months
- Lenses, including contact lenses, every 24 months; however, 12 months if a change in prescription is required.

Except for children under the age of 18, who will be eligible for coverage for frames and lenses based on frequency as required by a change of prescription up to a maximum\$240 annual benefit effective April 1, 2002.

The \$240 family member benefit every *two* (2) years may be utilized for laser eye surgery commencing April 1, 2002.

APPENDIX C HEARING AID BENEFITS

I. Enrollment Classifications

Hearing Aid Benefits coverage for an eligible Employee, retired Employee or surviving spouse shall include coverage for eligible dependents as they are defined in Article 6.11 and 1.01 (3).

II. Description of Benefits

Hearing Aid Benefits will be payable, subject to the conditions herein, if any covered person, while Hearing Aid Coverage is in effect with respect to such covered person, incurs Covered Hearing Aid Expense.

III. Definitions

As used herein:

- (A) "physician" means an otologist or otolaryngologistwho is board certified or eligible for certification in his/her specialty in compliance with standards established by his/her respective professional sanctioning body, who is a licensed doctor of medicine legally qualified to practice medicine and who, within the scope of his/her license performs a medical examination of the ear and determines whether a patient has a loss of hearing acuity and whether the loss can be compensated for by a hearing aid:
- (B) "audiologist" means any hospital affiliated audiology clinic approved by the

Ontario Health Insurance Plan, or an equivalent facility in a province other than Ontario. Such clinics shall conduct. audiometric examinations and hearing aid evaluation tests for the purpose of measuring hearing acuity and determining and prescribing the type of hearing aid that would best improve the covered person's loss of hearing acuity. The foregoing services shall be performed by a physician or if not a physician, by a person who (1) possesses a master's or doctorate degree in audiology or speech pathology from an accredited university, or (2) possesses a Certificate of Clinical Competence in Audiology from the American Speech and Hearing Association and (3) is qualified in the province in which the service is provided to conduct such examinations and tests. An audiology clinic that is not hospital affiliated may be designated an audiologist by the Plan carrier, if the carrier determines that (1) such clinic has facilities which are equivalent to the hospital-affiliated clinics described above and (2) audiometric examinations and hearing aid evaluation tests conducted by such clinic are performed only by a physician or by a person described in the third sentence of this Section III (B):

(C) "dealer" means any participating person or organization that sells hearing aids prescribed by an audiologist to improve hearing acuity in compliance with the laws or regulations governing such sales, if any, of the province in which the hearing aids are sold;

- (D) "participating" means having written agreement with the Plan carrier pursuant to which services or supplies are provided under this Plan;
- (E) "hearing aid" means an electronic device worn on the person for the purpose of amplifying sound and assisting the physiologic process of hearing and includes an ear mold, if necessary;
- (F) "ear mold" means a device of soft rubber plastic or a nonallergenic material which may be vented or nonvented that individually is fitted to the external auditory canal and pinna of the patient;
- (G) "audiometric examination" means a procedure for measuring hearing acuity that includes tests relating to air conduction, bone conduction, speech reception threshold and speech discrimination:
- (H) "hearing aid evaluation test" means a series of subjective and objective tests by which an audiologist determines which make and model of hearing aid will best compensate for the covered person's loss of hearing acuity and which make and model will therefore be prescribed, and shall include one visit by the covered person subsequent to obtaining the hearing aid for an evaluation of its performance and a determination of its conformity to the prescription;
- "covered person" means the eligible Employee, retired Employee, eligible surviving spouse and their eligible dependents;

- (J) "dispensing fee" means a fee predetermined by the Plan carrier to be paid to a dealer for dispensing hearing aids; including the cost of providing ear molds, under this plan;
- (K) "covered hearing aid expense" means the charge incurred for hearing aids of the following functional design: in-the-ear, behind-the-ear (including air conduction) and bone conduction types) and on-thebody, but only if (i) the hearing aid is prescribed based upon the most recent audiometric examination and the most recent hearing aid evaluation test and (ii) the hearing aid provided by the dealer is the make and model prescribed by the audiologist and is certified as such by the audiologist: In order for the charges for a hearing aid as described in Section III (K) to be payable as Hearing Aid benefits under this Plan, upon each occasion that a covered person receives such a hearing aid the covered person must first obtain a medical examination of the ear by a physician, and such examination or such examination in conjunction with the audiometric examination must result in a determination that a hearing aid would compensate for the loss of hearing acuity.
- (L) "acquisition cost" means the actual cost to the dealer of the hearing aid.

IV. Benefits

The covered person may obtain hearing aids that the dealer shall have agreed to furnish covered persons in accordance with the following reimbursement arrangements:

(A) the acquisition cost of the hearing aid; and(B) the dispensing fee.

If the covered person requests unusual services from the dealer, the covered person shall pay the full additional charge therefor.

V. Limitations

Frequency: If a covered person has received a hearing aid for which benefits were payable under the Plan, benefits will be payable for each subsequent hearing aid only if received more than 36 months after receipt of the most recent previous hearing aid, for which benefits were payable under the Plan.

VI. Exclusions

Covered hearing aid expense does not include and no benefits are payable for:

- (A) Medical examinations, audiometric examinations or hearing aid evaluation tests:
- (B) Medical or surgical treatment;
- (C) Drugs or other medications;
- (D) Hearing aids provided under any applicable Workplace Safety Insurance law;

- (E) Hearing aids ordered:
 - (1) before the covered person became eligible for coverage; or
- (2) after termination of coverage;(F) Hearing aids ordered while covered but
- delivered more than 60 days after termination of coverage;
- (G) Charges for hearing aids for which no charge is made to the covered person or for which no charge would be made in the absence of Hearing Aid Benefits coverage;
- (H) Charges for hearing aids which are not necessary, according to professionally accepted standards of practice, or which are not recommended or approved by the physician;
- Charges for hearing aids that do not meet professionally accepted standards, including charges for any services or supplies that are experimental in nature;
- (J) Charges for hearing aids received as a result of ear disease, defect or injury due to an act of war, declared or undeclared;
- (K) Charges for hearing aids provided by any governmental agency that are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (L) Charges for hearing aids to the extent benefits therefor are payable under any health care program supported in whole or in part by funds of the federal government of any province or political subdivision thereof;
- (M) Replacement of hearing aids that are lost or broken unless at the time of such

- replacement the covered person is otherwise eligible under the frequency limitations set forth herein:
- (N) Charges for the completion of any insurance forms;
- (O)Replacement parts for and repairs of hearing aids;
- (P) Person enrolled in alternative plans; and
- (Q) Eyeglass-type hearing aids, to the extent the charge for such hearing aid exceeds the covered hearing expense for one hearing aid under Section III (K).

VII. Coordination of Benefits

Coordination of benefits will be administered under the same provisions applicable to other Heath Care benefits provided under the Insurance Program.

VIII. Subrogation

In the event of any payment for hearing aids under this Plan, the Plan carrier shall be subrogated to all the covered person's rights of recovery against any person or organization, except against insurers on policies of insurance issued to and in the name of the covered person, and the covered person shall execute and deliver such instruments and papers as may be required to do whatever else is necessary to secure such rights.

IX. Administrative Manual

Hearing Aid Benefits Plan policies, procedures and interpretations to be used in administering the Plan shall be developed by the Plan carrier after review and approval by the Company and the Union.

X. Date

The Plan carrier annually shall furnish the Company and the Union such information and data as mutually may be agreed upon by the parties with respect to hearing aid expense coverage.

XI. Cost and Quality Controls

The Plan carrier shall undertake appropriate review procedures to assure a high degree of cost and quality control. Where appropriate, such actions may include utilization review, price review and evaluation of services received.

APPENDIX D PROSTHETIC APPLIANCE AND DURABLE MEDICAL EQUIPMENT BENEFITS

I. Enrollment Classifications

Prosthetic Appliance and Durable Medical Equipment Benefits coverage for an eligible Employee, retired Employee or surviving spouse shall include coverage for dependents as they are defined in Article 6.11 and 1.01 (3).

II. Description of Benefits

Prosthetic Appliance and Durable Medical Equipment Benefits will be payable, subject to the conditions herein, if any covered person, while prosthetic appliance and durable medical equipment expense coverage is in effect with respect to such covered person, incurs covered prosthetic appliance and durable medical equipment expense.

III. Definitions

As used herein:

(A) "physician" means a legally qualified and licensed medical practitioner. Solely in connection with the prescribing of prosthetic lenses under Section IV (A) (2) (a), an optometrist who is legally licensed to practice optometry at the time and place services are performed shall be deemed to be a physician to the extent that he/she or

- she renders services he/she or she is legally qualified to perform:
- (B) "covered person" means the eligible Employee, retired Employee or surviving Spouse, and their eligible dependents:
- (C) "covered prosthetic appliance and durable medical equipment expense" means charges incurred for prosthetic appliances in accordance with Section IV (A) or for durable medical equipment in accordance with Section IV (B).
- (D) "prosthetic appliance" means an external prosthetic device or an orthotic appliance as described in IV (A):
- (E) "durable medical equipment" means an item of equipment as described in IV (B);
- (F) "provider" means a facility or dealer which supplies prosthetic appliances or durable medical equipment:
- (G) "usual, reasonable and customary"
 means the actual amount charged by a
 provider for a prosthetic appliance or for
 durable medical equipment, but only to the
 extent that the amount is reasonable and
 takes into consideration:
 - the usual amount that the provider most frequently charges the majority of his/her patients or customers for the prosthetic appliance or durable medical equipment provided;
 - (2) the prevailing range of charges made in the same area by similar providers for the prosthetic appliance or durable medical equipment furnished; and
 - (3) with respect to prosthetic appliances only, unusual circumstances of

complications requiring additional time, skill and experience in connection with a particular prosthetic appliance.

IV. Benefits

- (A) Prosthetic Appliances
 - (1) When obtained from a provider by a covered person on the advice in writing of the attending physician, benefits will be payable on a usual. reasonable and customary charge basis for external prostheses and orthotic appliances which replace all or part of a body organ (including contiguous tissue) or replace all or part of the functions of a permanently inoperative or a malfunctioning body organ. Benefits shall also be payable for the replacement, repairs, fittings and adjustments of such devices. To be covered under this benefit. however, the advice in writing of the attending physician must include a description of the equipment as well as the reason for use or the diagnosis.
 - (2) Included in the external prostheses and orthotic appliances for which benefits shall be payable are:
 - (a) Artificial arms, legs, eyes, ears, noses, larynxes, prosthetic lenses including frieder prism prosthetic lenses (for people lackingan organic lens or following cataract surgery); aniseikonic lenses;

- above or below knee or elbow prostheses; external cardiac pacemakers; terminal devices, such as a hand or hook whether or not an artificial limb is required.
- (b) Rigid or semi-rigid supporting devices (such as braces for the arms, neck or back) splints, trusses; and appliances essential to the effective use of an artificial limb or correction brace.
- (c) Ostomy sets and accessories, catheterization equipment, urinary sets, external breast prostheses (including surgical brassieres) and orthopedic shoes (when used as an integral part of an othotic appliance).
- (3) Exclusions from this benefit IV (A) include, but are not limited to:
 - (a) Dental appliances, hearing aids and, except as provided above, eveglasses:
 - (b) non-rigid appliances and supplies such as elastic stockings, garter belts and support, corsets and corrective shoes (except when used as an integral part of an orthotic appliance).

(B) Durable Medical Equipment

(1) When obtained from a provider by a covered person, benefits will be payable on a usual, reasonable and customary charge basis for the purchase or rental of durable medical equipment, subject to the following:

(a) The equipment must be:(i) prescribed by a licensed physician:

(ii) reasonable and necessary for the treatment of an illness or injury, or to improve the functioning of a malformed body member;

(iii) able to withstand repeated use:

(iv) primarily and customarily used to serve a medical purpose:

(v) generally not useful to a person in the absence of illness or injury; and

(vi) appropriate for use in the home.

(b) The rental price of the durable medical equipment shall not exceed the purchase price. The decision to purchase or rent shall be based on the physician's estimate of the duration of need as established by the original prescription.

(c) When the durable medical equipment is rented and the rental extends beyond the original prescription, the physician must re-certify (via another prescription)

that the equipment is reasonable and medically necessary for the treatment of the illness or injury. In the event the re-certification is not submitted, benefits will cease as of the original duration of need date or thirty (30) days after the date of death, if earlier.

- (d) When the durable medical equipment is purchased, benefits shall be payable for repairs except that routine periodic maintenance is excluded.
- (e) Included in the durable medical equipment for which benefits shall be payable are:
 - (i) Hospital beds (with or without mattresses), rails, cradles and trapeezes;
 - (ii) Crutches, canes, patient lifts and wheelchairs:
 - (iii) Bedpans, commodes, urinalsif patient is **bed** confined;
 - (iv) Oxygen sets and respirators;
 (if the prescription is for oxygen, the physician must indicate how it is to be administered and what apparatus is to be used);
 - (v) Decutibus (ulcer) care equipment, dialysis equipment, dry heat and ice application devices;
 - (vi) I.V. stands, intermittent pressure units, neuromuscular stimulants, sitz baths, traction

- equipment, vapourizers and standard whirlpool baths;
- (vii) Implanted urethral sphincter, parenteral nutrition artificial gut systems, digital electronic pacemaker monitors and automatic blood pressure monitors.
- (f) Exclusion from this benefit IV (B) include, but are not limited to:
 - (i) Deluxe equipment such as motor driven wheelchairs and beds except when such deluxe features are necessary for the effective treatment of a patient's condition and required in order for the patient to operate himself;
 - (ii) Items that are not primarily medical in nature or are for comfort and convenience (e.g. bed boards, overbed tables, adjust-a-bed, bathtub lifts, telephone arms, air conditioners, etc.);
 - (iii) Physicians' equipment (e.g. infusion pumps, sphygmomanometer, stethoscope, etc.);
 - (iv) Disposable supplies (e.g. disposable sheaths and bags, elastic stockings, etc.);
 - (v) Exercise and hygienic equipment (exercycle, Moore wheel, bidet toilet seats, bathtub seats, etc.);

- (vi) Self-help devices that are not primarily medical in nature (e.g., elevators, sauna baths, etc.); and
- (vii) Corrective shoes and arch supports.

V. Limitations on Coverage

Covered prosthetic appliance and durable medical equipment expense does not include and no benefits are payable for:

- (A) Prosthetic appliances or durable medical equipment furnished for any condition, disease, ailment or injury arising out of and in the course of employment:
- (B) Charges for prosthetic appliances or durable medical equipment for which no charge is made that the covered person is legally obligated to pay or for which no charge would be made in the absence of Prosthetic Appliance and Durable Medical Equipment Benefits coverage;
- (C) Charges for prosthetic appliances or durable medical equipment (or items or special features related thereto) which are not necessary according to accepted standards of medical practice, or which are not ordered or prescribed by the attending physician;
- (D) Charges for prosthetic appliances or durable medical equipment which do not meet professionally accepted standards, including charges for any such appliances or equipment which are experimental in nature;

- (E) Charges for prosthetic appliances or durable medical equipment received as a result of disease, defect or injury due to an act of war, declared or undeclared;
- (F) Charges for prosthetic appliances or durable medical equipment from any governmental agency which are obtained by the covered person without cost by compliance with laws or regulations enacted by any federal, provincial, municipal or other governmental body;
- (G) Charges for any prosthetic appliances or durable medical equipment to the extent for which benefits are payable under any health care program supported in whole or in part by funds of the federal government or any province or political subdivision thereof:
- (H) Charges for the completion of any insurance forms.

VI. Coordination of Benefits

Coordination of benefits will be administered under the same provisions applicable to other benefits provided under the Insurance Program.

VII. Subrogation

In the event of any payment for prosthetic appliances or durable medical equipment under this Plan, the Plan carrier shall be subrogated to all the covered person's right of recovery against any person or organization, except against insurers on policies of insurance issued to and in the name of the

covered person, and **the** covered person **shall** execute and deliver such instruments and papers as may be required and do whatever else **is** necessary to secure such rights.

APPENDIX E NURSING HOME AND CHRONIC CARE BENEFITS

1. Eligibility

Nursing Home and Chronic Care Benefits coverage for an eligible Employee, retired Employee or surviving spouse shall include coverage for eligible dependents **as** they are defined in Article 6.11 and 1.01 (3).

2. Description of Benefits

Nursing Home and Chronic Care Benefits will be payable, subject to conditions herein, if any covered person, while Nursing Home and Chronic Care Benefits coverage is in effect with respect to such covered person, incurs covered Nursing Home and Chronic Care expenses.

3. Covered Nursing Home and Chronic Care Expenses

(a) Nursing Home Care
The benefit payment under such coverage
for the patient co-payment expense in an
approved Nursing Home shall be the
difference between the daily allowance
paid to the Nursing Home by the Ontario
Ministry of Health for Extended Care
Services in a standard ward and the
Nursing Home's daily charge up to the
semi-private rate if such accommodation is
occupied, as approved by the Ontario

Ministry of Health, and in effect during the term of the Supplemental Agreement.

(b) Chronic Care
The benefit payment under such coverage
for the patient co-payment expense in an
approved Chronic Care Facility shall be
the difference between the daily allowance
paid to the Chronic Care facility by the
Ontario Ministry of Health for chronic care
services in a standard ward and the
Chronic Care Facility's daily charge for

Ontario Ministry of Health for chronic care services in a standard ward and the Chronic Care Facility's daily charge for services in a standard ward, as approved by the Ontario Ministry of Health and in effect during the term of the Supplemental Agreement, up to a maximum of 120 days in any continuous period of 365 days.

4. Exclusions

The Nursing Home and Chronic Care Benefits do not apply to TB sanatoria, mental hospitals, custodial homes or clinics.

5. Definitions

- (a) A "Nursing Home" is a nursing home which is licensed or registered under the laws of the province in which it is located.
- (b) A "Chronic Care Facility" is a public chronic hospital or a chronic wing of a public general hospital.

APPENDIX F OUT OF PROVINCE MEDICAL BENEFITS

1. Eligibility

Out of province medical benefits coverage for an eligible Employee, retired Employee or surviving Spouse shall include coverage for eligible dependents as they are defined in Article 6.1 and 1.01 (3).

2. Description of Benefits

Covered Hospital and Medical Expense incurred under certain circumstances outside the covered person's province of residence, including Maritime Life travel assistance service.

Benefits are provided under such Coverage upon submission of proof satisfactory to the insurer that a member received Covered Services out of the province of his/her residence because of accidental injury or emergency medical services.

3. Covered Services

(a) Out-of-Province Emergency Care Hospital and Medical Benefits

Charges, up to the Benefit Maximum, incurred while traveling or vacationing outside the insured person's home Province for periods of not more than 16 weeks, provided part of the charge

is payable under the insured person's Provincial Health Plan, that are:

- (1) Hospital charges, but not beyond the Hospital Maximum Stay, for: room and board in excess of the ward rate under the insured person's Provincial Health Plan up to the Hospital Room and Board Limit plus user fees; and other inpatient and outpatient medical services.
- (2) Reasonable and customary charges for the area in which they are incurred, that are in excess of the amount payable under the insured person's Provincial Health Plan for: a licensed doctor (M.D.); professional licensed ambulance service, including air or rail ambulance service, to transport the insured person back to a hospital within his/her home Province, provided prior approval is obtained from Maritime Life: and blood, blood products and their transfusion. Benefit Maximum: \$300.000/lifetime Hospital Maximum Stay: 14 days, unless licensed doctor certifies that the insured person should not be moved back to his/her home Province, Hospital Room and Board Limit: In Canada - semiprivate: Out of Canada - average semi-private.

(b) Maritime Life Travelers Assistance Services (Effective April 1, 2002) Multilingual Maritime Life Assistance Specialists answer directly: Assistance in locating the nearest, most appropriate medical care: International Maritime Life preferred provider networks; Maritime Life Program Medical Advisors (Physician) consultative and advisory services. including second opinion and review of appropriateness and analysis of the quality of medical care; Monitor progress during treatment and recovery: Assistance in establishing contact with family, personal physician and employer as appropriate: Emergency message transmittal services: Special Assistance regarding facilitating claims payment and funds transfers; Management, arrangement and coordination of emergency medical evacuation or repatriation of remains; Special assistance in making arrangements for disrupted plans resulting from emergency situations to include the return of unaccompanied companions; Knowledgeable legal referral assistance: Courtesy assistance in replacing lost or stolen travel documents, incidental aid, and numerous other travel-related services.

4. Limitations

The Company and the providers of the Out of Province Medical Benefits coverage shall not be responsible for the availability, quantity, quality or results of any medical treatment received by a covered person or for the failure of the person to obtain medical services while outside his/her home province.

APPENDIX G AMBULANCE SERVICES

Coverage will be provided, up to the benefit maximum of forty **(\$40)** dollars per trip, in excess of the amount payable under the covered person's Provincial Health Plan for professional licensed ambulance service, including air or rail ambulance service, to transport the covered person:

- (A) from the place of injury (or where illness struck) to the nearest hospital where treatment is available:
- (B) directly from the first hospital where treatment is given to the nearest hospital for needed specialized treatment not available at the first hospital; or
- (C) from a hospital to a convalescent hospital.

APPENDIX H HEALTH PRACTITIONER BENEFITS

Charges, including x-ray charges, of the following practitioners who are registered and legally practising within the scope of their license as:

- a Chiropractor
- a Physiotherapist
- a Speech Therapist

will **be** covered expenses.

Treatment must be prescribed by a licensed doctor (M.D.) as to duration and type for services of a Physiotherapist or Speech Therapist.

Payment for any of the above services will **be** limited to a combined maximum payment of \$300.00 per calendar year.

Dated at Montreal, Quebec this the 1st day of April, 2002.

FOR THE COMPANY: FOR THE LOCAL UNION:

H.J. Bono J.D. Smith B. McGuire B.E. Ormiston H. Nasab C.A. Vani S. Dionne C. St-Andre M.F. Shoemaker

P. Martell R. Brown D. Weatherby
K. Hamer
G. Ingram
F. Taylor
M. Paquette
A. Gocmanac
M. Durocher
J. Bernique
A. Boa

FOR THE NATIONAL UNION:

M. Reuter S. Gill H. Metic

SUPPLEMENTAL AGREEMENT COVERING THE SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN, THE SEPARATION PAYMENT PLAN, AND THE AUTOMATIC SHORT WEEK BENEFIT PLAN

EXHIBIT C

to

Agreement between

PPG CANADA INC.

and

NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION ANDGENERALWORKERS UNION OF CANADA (C.A.W.)

and its

LOCAL NO. 222 (OSHAWA)

and

LOCAL NO. 1661 (HAWKESBURY)

April 1, 2002

EXHIBIT C SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

		Page
EXHIBIT	C:	
Suppleme	191	
Signature	S	195
EXHIBIT	C-1:	
Supplemental Unemployment Benefit Plan		196
Article 1	Purpose of Plan	196
Article 2	Eligibility for Benefits	196
Article 3	Credit Units	200
Article 4	Amount of Benefits	201
Article 5	Duration of Benefits	204
Article 6	Establishment of Fund	206
Article 7	Maximum Funding Percentage Position, and Credit Unit Cancellation Base	207
Article 8	Contributions by	
	Company	209

Article 9	Conditions to Effectiveness and Continuation of Plan	212
Article 10	Administration	214
Article 11	Miscellaneous	226
Article 12	Definitions	231
		Page
EXHIBITO	3-2:	
Separation Payment Plan		236
Article 1	Purpose of Separation Payment Plan	236
Article 2	Financing of SP Plan	236
Article 3	Eligibility	236
Article 4	Deferral of Payments	239
Article 5	Amount of Payments	240
Article 6	Overpayments	244
Article 7	Effect of Separation Payment on Seniority	245
Article 8	Effect of Re-Employment	245
Article 9	Board of Administration	246
Article 10	Information for the Union	246
Article 11	Notice of Application Time Limits	247

Article 12	Armed Service	247
Article 13	Definitions	247
		Page
EXHIBIT	C-3:	
Automatic	248	
Article 1	Purpose of Automatic Short Week Benefit Plan	0.40
		248
Article 2	Financing of ASWB Plan	248
Article 3	Eligibility	249
Article 4	Amount of ASW Benefit	250
Article 5	Payment of Benefits	251
Article 6	Information to the Union	253
Article 7	General	253
Article 8	Amendment and	
	Termination of the Plan	254
Article 9	Definitions	255
EXHIBIT	C-4	
Workers	Severance Plan	256

EXHIBIT C SUPPLEMENTAL AGREEMENT

Section 1. Effective Date of Agreement

This Agreement covering the Supplemental Unemployment Benefit Plan, the Separation Payment Plan, the Automatic Short Week Benefit Plan, and the Worker Severance Plan hereinafter referred to as the SUB Plan, SP Plan, the ASWB Plan, and the WSP respectively, is entered into this 1st day of April 1, 2002. PPG Canada Inc., will provide to HRDC written notice to the plan, within 30 days, of the effective date of change.

Section 2. Amendment of Plans

The SUB Plan, the SP Plan and the ASWB Plan, which were attached to the Collective Bargaining Agreement between the parties dated October 1, 1974, as Exhibits C-1, C-2 and C-3 respectively, and the WSP which was attached to the Collective Agreement between the parties dated April 1, 1993 as Exhibit C-4, and shall be amended as set forth in the attached Exhibits C-1, C-2, C-3 and C-4 respectively, and shall be maintained by the Company as amended for the duration of the Collective Bargaining Agreement of which this Agreement is a part, subject to the terms and conditions of the amended Plans.

Section 3. Effective Date of Amendments

Provision for payment of benefits and separation payments under the SUB Plan, the

SP Plan, the ASWB Plan and the WSP shall be made on the basis of the respective Plans as set out in the attached Exhibits effective from April 1, 2002, April 1, 2003, and April 1, 2004, in anticipation of the receipt of favourable governmental rulings as provided under Section 4 of this Agreement.

Section 4. Governmental Rulings

The amendments to the SUB Plan, the SP Plan, ASWB Plan and the WSP provided for in this Agreement and incorporated in the attached Exhibits C-1, C-2, C-3 and C-4 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 Employment 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 for 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, the ASWB Plan or 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 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 Plan 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 6 or Section 7 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. the ASWB Plan, the WSP or this Agreement; or be required to bargain with respect to any provision or interpretation of such Plans 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 7 of this Agreement, shall be an objective of, or a 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 Company.

Section 9. Term of Agreement

This Agreement shall remain in full force and effect without change until March 31, 2005. 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, the ASWB Plan or the WSP.

Dated at Montreal, Quebec this the 1st day of April, 2002.

FOR THE COMPANY:

H.J. Bono
J.D. Smith
B. McGuire
B.E. Ormiston
H.Nasab
C. A. Vani
S. Dionne
C. St-Andre
M.F. Shoemaker

P. Martell R. Brown

FOR THE LOCAL UNION:

D. Weatherby
K. Hamer
G. Ingram
F. Taylor
M. Paquette
A. Gocmanac
M. Durocher
J. Bernique
A. Boa

FOR THE NATIONAL UNION:

M. Reuter S. Gill

H. Metic

EXHIBIT C-1 SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN

ARTICLE 1 PURPOSE OF PLAN

I01

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/she shall have made due application therefore in accordance with the procedure 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:
 - is laid off from employment in the Bargaining Unit; and
 - (2) has to his/her credit a Credit Unit or fraction thereof; and

- (3) has registered at and complied with the reporting requirements of an employment office maintained in conjunction with EI; and
- (4) is eligible for a Benefit under the Plan of as least \$2.00; and
- (5) has received an El Benefit or was ineligible for an El Benefit only for one or more of the following reasons:
 - (i) he/she did not have prior to his/her layoff a sufficient period of work in employment covered by Employment Insurance;
 - (ii) because of a limit under Employment Insurance on the period of time for which EI Benefits are payable to the applicant;
 - (iii) he/she was serving an Employment Insurance "waiting period" immediately following a week for which he/she received El Benefits;
 - (iv) he/she was serving an Employment Insurance "waiting period" or part thereof occurring within less than 52 weeks since his/her last El Benefit:
 - (v) he/she was serving the second week of his/her Employment Insurance waiting period.
- (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 toppage, picketing or other oncerted 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 Employment Insurance; or
- (3) the applicant has refused work when recalled pursuant to the Collective Bargaining Agreement or has refused an offer by the Company of any other available work within 20 miles of the Plant from which he/she was laid off under the Collective Bargaining Agreement, except that this sub-section (b) (3) shall not apply to Skilled Trades Employees who have an option to accept a work offer under the Collective Bargaining Agreement; or

- (4) the applicant was receiving or claiming any statutory or Company financed accident or sickness or other disability benefit (other than a survivor's allowance under Workplace Safety Insurance laws or a disability benefit which he/she 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/she has greater seniority than he/she 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/she meets the eligibility requirements.

2.03 Disputed Claims for Employment Insurance Benefits

With respect to any week for which an applicant for Benefit under the Plan has been denied an El 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 therefor under Employment Insurance, there shall be no Benefit payable from the Fund, but upon

adjudication by the EmploymentInsurance 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 any Employee at rates specified in subsection (b) of this Article 3.01 provided that,
 - no employee may have to his/her 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/she (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/she shall be credited with Credit Units based upon work weeks subsequent to his/her Seniority date.
- (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/she receives any pay from the Company.

3.02 Forfeiture of Credit Units

- (a) An Employee shall forfeit permanently all Credit Units with which he/she shall have been credited if at any time (i) he/she shall incur a Break in Seniority, (ii) he/she shall willfully misrepresent any material fact in connection with an application for Benefits under the Plan.
- (b) Nevertheless, an Employee who has incurred a Break in Seniority through disability, whether or not he/she has had disability retirement status under any pension plan of the Company, who recovers, returns to work, and has his/her Seniority reinstated, will have the forfeited Credit Units reinstated.

ARTICLE 4 AMOUNT OF BENEFITS

4.01 Weekly Supplemental Benefits

Except as provided in the next paragraph, the Weekly Supplement Benefit payable to an eligible applicant shall be \$630 on or after April 1,2002; \$640 on or after April 1,2003; \$650 on or after April 1, 2004 less the sum of any 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 \$215 per week on or after April 1, 2002; \$225 per week on or after April 1,2003;

\$235 per week on or after April 1, 2004. The sub payment when combined with the EI benefit will not exceed 95% of the employees weekly earnings. The Weekly Supplemental Benefit payable to an eligible applicant who is completely disqualified from receiving EI Benefits only for one or more of the following reasons:

- (i) he/she did not have, prior to his/her layoff, a sufficient period of work in employment covered by Employment Insurance:
- (ii) he/she had exhausted his/her Employment Insurance entitlement;
- (iii) he/she was serving the second week of his/her Employment Insurance waiting period;
- (iv) he/she was serving an Employment Insurance waiting period or part thereof occurring within less than 52 weeks since his/her last E.L. "waiting period" or part thereof during which no E.I. Benefit or S.U. Benefit was received for the first week of that "waiting period";

shall be \$515 on or after April 1, 2002; \$525 on or after April 1, 2003; \$535 on or after April 1, 2004 plus \$5.00 per dependent child for each of the first five dependents.

Wages and other remuneration shall not include a survivor's allowance under Workplace Safety Insurance, or a disability benefit to which the Employee was entitled whether or not he/she 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. 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.

Employees going on pregnancy leave must apply for EI benefits to be eligible for maternity leave and related shortfall benefits. The Company will provide maternity benefits for up to seventeen (17) weeks. The maternity benefits will equal the amount paid under the Sickness and Accident Insurance in Exhibit B. Article 4.01 less the weekly indemnity waiting period and less the maternity benefits payable under El. Employees who have been on maternity leave and on a subsequent lay off receive a lesser benefit as a result, will be eligible for payment under the S.U.B. fund for any shortfall. The shortfall payment will consist of an equivalent El layoff benefit payment and a weekly supplemental benefit payment as provided for under the S.U.B. 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.

ARTICLE 5 DURATION OF BENEFITS

5.01 Number of Weeks of Benefits

An eligible applicant shall receive Benefits so long as he/she 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:

I	١	•	
į	L	_	
i	r	3	i

Week for which a Vi Supplemental Benefit is paid is:	supplemental Benefit is paid to the his/her years of Seniority are			e Emplo	yee		
	1 to 5 Years	5 to 10 Years		15 to 20 Years	20 Years and Over		
	The C	edit Units	s to be ca	ncelled st	nall be: *		
\$382.50 or more 342.00 - \$382.49 301.50 - 341.99 261.00 - 301.49 220.50 - 260.99 180.00 - 220.49 139.50 - 179.99 99.00 - 139.49 58.50 - 98.99 18.00 - 58.49	1.00 1.11 1.25 1.43 1.67 2.00 2.50 3.33 5.00 10.00		1.00 1.00 1.11 1.25 1.43 1.67 2.00 2.50 3.33 5.00		.00 .00 .00 .00 .00 .00 .00 .00	1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00	1.00 1.00 1.00 1.00 1.00 1.00 1.00 1.00

^{*} No Credit Units shall be cancelled when an Employee receives an ASW Benefit.

If an Employee receives a Lavoff Disability Benefit paid in accordance with Article 7 of the Insurance Program with respect to any Week, there shall be no cancellation of Credit Units. which would have been cancelled if he/she had received a regular Benefit for such Week. If an Employee receives a Layoff Disability Benefit for a portion of a Week and does not receive a regular Benefit with respect to any part of such Week, no such Credit Units shall be cancelled for the Layoff Disability Benefit. If an Employee receives a Layoff Disability Benefit for a portion of a Week and also receives a regular Benefit under Article 2.02 (c) for such Week no Credit Units will be cancelled for the Layoff Disability Benefit.

If the number of Credit Units to be cancelled for an eligible applicant exceeds the total number of Credit Units remaining to his/her credit, he/she shall be entitled to a full Weekly Supplemental Benefit and the remainder of his/her 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 accordance with the Plan. Benefits shall be payable only from

the Fund. All assets of the Fund shall be held by the Trustee in cash or invested 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 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 \$600.00 by the sum of (i) the number of Employees in Active Service and (ii) the number of Employee laid off from work and 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 therefrom, 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 Determinations

No adjustment in the Maximum Funding or the Percentage Position of the Fund shall be made on account of a subsequently discovered error in the computations or 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, unless in the opinion of the Board such adjustment would be substantial.

ARTICLE 8 CONTRIBUTIONS BY COMPANY

8.01 Rate of Contribution

With respect to each pay Period commencing on or after April 1, 2002, 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	The applicable		
Position of the Fund Is:	number of cents- per-hour will be:		
87.5% or more but less than 1	00%	12	
75.0% or more but less than 8	7.5%	13	
62.5% or more but less than 7	' 5.0%	14	
50.0% or more but less than 6	2.5%	16	
37.5% or more but less than 5	0.0%	17	
Less than 37.5%		18	

multiplied by the total number of Compensated Hours for all Employees for such Pay Period (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, Prescription Drug Benefits, Vision Benefits, Hearing Aid Benefits, Prosthetic Appliance and Durable Medical Equipment Benefits and Nursing Home, Chronic Care Benefits and Ambulance Coverage made by the Company in accordance with Article 1.04 (2)(d) and 1.04 (4)(e)of the Insurance Program under this Agreement.

- (ii) Any Separation Payments made by the Company in accordance with the SP Plan (Exhibit C-2).
- (iii) Any payments made by the Company in accordance with Article 2.01 of the ASWB Plan (Exhibit C-3), in respect of Employees replacing absent Employees.
- (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 weeks of the end of the Pay Period with respect to which such contributions that 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.

8.05 Contingency Reserve Fund

In the event that the CUCB reduces to a level of \$180.00 or below during the term of this Agreement, the Company will establish a Contingency Reserve Fund based on a contribution rate of \$0.03 per hour multiplied by the number of Compensated Hours of all Employees with respect to any calendar month for which the CUCB is at or below the level of \$180.00. At any time the CUCB is at a level above \$180.00, no contributions will be made to the Contingency Reserve Fund.

In the event that the CUCB would otherwise be less than \$58.50 for any calendar month, the Company will transfer from the Contingency Reserve Fund to the S.U.B. Fund such amount as is required to maintain a CUCB level of \$58.50. In no event, however, will the

Company be required at any point in time to contribute an amount in excess of the funds accumulated in the Contingency Reserve Fund and available for transfer to the S.U.B. Fund, even though such transfer of funds may fail to maintain a CUCB level of \$58.50 for any one calendar month.

The Company's obligation to maintain such Contingency Reserve Fund shall end at the termination of this Agreement on March 31, 2005, and any monies outstanding in such Fund shall be recovered in full by the Company at that time.

ARTICLE 9 CONDITIONS TO EFFECTIVENESS AND CONTINUATION OF PLAN

9.01 Registration for Income Tax

The Plan is designed to be registered under the Income Tax Act 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 Employment Insurance Commission

The Plan is designed to be registeredwith the Employment Insurance Commission as a supplemental unemployment benefit plan in order that Benefits paid under this Plan will not serve to reduce El 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 Employment Insurance Commission a currently effective approval under Section 172 (3) (d) of the Employment 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 ruling described above in this Article.

9.04 Revocation of 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 affecting the validity or operation of the Collective Bargaining Agreement), except for the purpose of paying the expenses of administration and paying weekly

Supplemental Benefits, if Supplementation is permitted, all in accordance 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

- (a) The determination of the eligibility of any applicant for a Benefit and the payment of such Benefit shall be made in accordance with the provisions of this Article 10.
- (b) The Board established under Article 10.05 shall exercise ultimate responsibility for determining whether an applicant is eligible for a Benefit and, if so, the amount thereof; however, the Company shall make the initial determination on both points. The Board shall be presumed to have approved any such determination by the Company unless the applicant shall have appealed from such determination as provided in Article 10.06.

10.02 Application for a Benefit

- (a) The Company, with the approval of the Board 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 applications 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/she shall have received his/her EI 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/her EI Benefit cheque for the Week with respect to which application is made or to exhibit other satisfactory evidence of receipt of an EI Benefit, unless he/she was ineligible solely for a reason set forth in Article 2.02 (b), in which case he/she may be required to furnish satisfactory proof of the reason for his/her ineligibility.
- (d) In addition, an applicant will be required to state in writing (i) whether he/she received or was entitled to receive any benefit from any source 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/her 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 or the Board 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 El 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 he/she shall return the amount of overpayment to the Trustee, provided the cumulative overpayment exceeds \$3.00. **Notime** 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 Credit Units, if any, therefore cancelled with respect to such overpayment of Benefits shall be restored to such Employee, subject to the provisions of Article 3.

- (d) Payment of Benefits under the Plan 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 purpose. 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/she has applied, it shall send prompt written notice thereof to him.
- (f) The Company shall forward to the Local Plant Chairperson a copy of all notices of 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, the Board 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 Board of Administration

- (a) Composition and Procedure
 - (1) There shall be established a Board of Administration consisting of three Company-appointed representatives and three Union-appointed representatives (at least one of whom shall be a representative of Local 222, and at least one a representative of Local 1661), hereinafter referred to respectively as the company Members and the Union Members. In the event of a deadlock in voting on the Board, an

- Impartial Chairperson may **be** selected by mutual agreement of the Company and Union Members. The Impartial Chairperson shall be considered a member of the Board and shall attend and vote at meetings of the Board only with respect to a matter before the Board under the Plan which the Company and Union Members are unable to dispose of by majority vote.
- (2) Either the Company or the Union at any time may remove a Member appointed by it and may appoint a Member to fill any vacancy among the Members appointed by it. Both the Company and the Union shall notify each other in writing of the Members respectively appointed by them before any such appointments shall be effective.
- (3) To constitute a quorum for the transaction of business, there shall be required to be present at any meeting of the Board at least one Union Member and one Company Member. At all meetings of the Board the Company Members shall have a total of three votes and the Union Members shall have a total of three votes. Decisions of the Board shall be by a majority of the votes cast.
- (4) The Board shall not maintain any separate office or staff. The Company and the Union shall be responsible for furnishing such

clerical and other staff assistance as its respective Members of the Board shall require. Copies of all appeals, reports, and other documents to be filed with the Board pursuant to the Plan shall be filed in duplicate, one copy to be sent to the Company Members at the address designated by them and the other to the Union Members at the address designated by them.

- (5) A meeting of the Board will take place within fifteen (15) days from the receipt of written appeal or agenda.
- (b) Powers and Authority of the Board
 - (1) The Board shall be empowered and authorized and shall have jurisdiction (i) to hear and determine appeals, pursuant to this Article; (ii) to obtain from Employees, the Company, the Union, and elsewhere, such information as the Board shall deem necessary in order to determine such appeals; (iii) to prescribe the form and content of appeals to the Board and to Local Committees established pursuant to Article 10.06 and such detailed procedures as may be necessary with respect to the filing of such appeals: (iv) to authorize the Trustee to make payments of Benefits pursuant to determinations made by the Board; (v) to authorize the Trustee to make payment of

- expenses of the Board which under the terms of the Plan are to be paid from the Fund; (vi) to review and approve rules, regulations and standards established by the Company pursuant to Article 10.02; and (vii) to perform such other duties as are expressly conferred upon it by the Flan.
- (2) Nothing in this article shall be deemed to give the Board the power (i) to prescribe in any manner internal procedures or operations of either the Company or the Union nor (ii) to add to, subtract from, or modify the provisions of the Plan. All decisions of the Board shall be final and binding on Employees, the Union, the Company and the Trustee.

10.06 Appeals from Company Determinations

- (a) Appeal Procedure
 - (1) Appeals by applicants from Company determinations shall be made in the first instance to a Local Committee at each location. The Local Committee shall consist of two Union representatives and two representatives designated by the Company. Appeals on which the Committee is unable to reach agreement shall be automatically referred to the Board.

- (2) Appeals must be filed with the Local Committees within thirty days from the date an Employee is notified of action taken by the Company. Appeals before the Local Committee not acted upon within ten days from the date of receipt of the appeal (unless the time is extended by mutual agreement of the Committee) shall be automatically referred to the Board. Local Committees shall be governed by such further rules and detailed procedures as the Board may establish pursuant to Article 10.05.
- (3) A unanimous decision by the Local Committee is binding upon the Company, the Union and the Employee.
- (4) An appeal may be withdrawn by the applicant before the Local Committee has made a decision; or, if the Local Committee has carried the appeal to the Board, the Local Committee may request a withdrawal of appeal before the Board has made a decision.
- (b) Applicability of Appeals Procedure

 (1) Inly the appeals procedure set forth in this Article may be employed for the purposes of the Plan. An appeal hereunder shall not be used nor deemed to be a substitute for a protest or appeal under appropriate Employment Insurance procedures of a denial of a El Benefit.

(2) In acting on appeals under this Article, the Board shall have no power to determine questions arising under the Collective Bargaining Agreement, even though relevant to the issues before the Board. All such questions shall be determined through the regular procedures provided therefore by the Collective Bargaining Agreement, and all determinations made pursuant to such agreement shall be accepted by the board.

10.07 Cost of Administering the Plan

- (a) Expenses of the Trustee: The costs and expenses incurred by the Trustee under the Plan shall be charged to the Fund.
- (b) Expenses of the Board: The Impartial Chairperson of the Board shall receive compensation in such amount and on such basis **as** may be determined by the Board. Such compensation as well as any necessary expenses of the Board for the performance of its functions specified in the Plan, shall be borne by the Fund. The Company Members and the Union Members of the Board shall serve without compensation from the Fund
- (c) Cost of Company Administrative
 Services: The Company shall be entitled
 to be reimbursed each year for 50 per
 cent of the cost to the Company of
 services performed by it during the
 preceding year in carrying out its duties

under the Plan (other than those incurred by or on behalf of its Members of the Board) as certified to by a qualified independent firm of chartered accountants selected by the Company.

10.08 Reports

- (a) Reports by the Company:
 - (1) The Company shall notify the Board and 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) Within 90 days following each Anniversary Date, the Company shall furnish to the Union a statement showing the number of Compensated Hours on which the Company's contributions to the Fund during each period of the Plan year preceding such Anniversary Date have been based and such statement shall include a report of "reductions in contributions" made pursuant to Article 8 02
 - (3) The Company shall furnish the Union Members of the Board weekly lists showing type and amount of all benefits and to whom paid.

- (4) If and when a Contingency Reserve Fund is established in accordance with Article 8.05 of this S.U.B. Plan, the Company shall furnish the Board and the Union with a statement showing:
 - (a) accruals under the Contingency Reserve Fund,
 - (b) amounts transferred from the Contingency Reserve Fund to the S.U.B. Fund, and (c) the balance remaining in the Contingency Reserve Fund.

Such statements will be furnished as a supplement to and coincident with the statements furnished by the Company in subsection (a) (1) above.

- (b) Reports by the Trustee:
 - 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 Board, the Union, and the Company, a 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 Board, the Union, and the Company

(i) a statement showing the total market value of the Fund 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

1 L01 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 Board, the Company, the Union, the Trustee 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/her 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 alter 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 is to be managed or carried on, all of 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 or the Board any voice in such matters.

11.03 No Vested Interest

No person 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 Armed Service

A person who enters into the Armed Services of Canada directly from the employ of the Company shall, while in such service, be

deemed for the purpose of the Plan to be on leave of absence and shall not be entitled to any Benefit, but all Credit Units credited to such person at the time of his/her entry into such service shall be credited to him upon his/her reinstatement as an Employee, provided he/she returns to employment with the Company with no lost seniority.

11.05 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 Board shall find that such person is deceased or is unable to manage his/her affairs for any reason, any Benefits otherwise payable to him shall be paid to his/her duly appointed legal representative, if there be one, or if not, to the spouse, parents, children, or other relatives or dependents of such person as the Board in its discretion may determine, and 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.

11.06 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 Board shall find that such an attempt has been made with respect to any

Benefit, the Board, in **its sole** discretion may request the Company to direct application of the amount of such benefit to or from the Benefit of such person, his/her spouse, parents, children, or other relations or dependents as the Board may determine, and any such application shall be a complete discharge of any liability with respect to such Benefit.

11.07 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/she 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/she would if he/she were not receiving such Benefit.

11.08 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.
- Upon any termination of the Plan, the (b) 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 the 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:

- "Active Service" means the status of an Employee in any Pay Period for which he/she draws pay.
- "Anniversary Date" means each October 1st after October 1st, 1956.
- "ASW Benefit" means the benefit payable for a Short Work Week in accordance with the ASWB Plan.
- 4. "ASWB Plan" means the Automatic Short Week Benefit Plan attached as Exhibit C-3 to the Master Collective Bargaining Agreement.
- "Bargaining Unit" means the unit or units of Employees covered by the Master Collective Bargaining Agreement and Local Agreements.
- 6. "Benefit" means a Weekly
 Supplemental Benefit or any benefit in substitution therefor established in accordance with Article 9 of the Plan.
- 7. **"Board"** means the Board of Administration provided for in Article 10 hereof.
- 8. "Break in Seniority" means any break in or loss of Seniority pursuant to the Master Collective Bargaining Agreement.
- "Collective Bargaining Agreement" means the currently effective Master and Local Collective Bargaining

Agreements between the Company and the Union.

- 10. "Company" means PPG Canada Inc.
- 11. *'Compensated Hours" means (i) paid clock hours worked by Employees, (ii) paid hours of vacation taken but not in excess of 40 hours per week of such vacation, (iii) paid holiday hours not worked, (iv) paid call-in hours not worked, and (v) paid hours not worked because of illness or injury on the job as provided in the Master Collective Bargaining Agreement. (It is understood that there shall be no duplication of hours counted under the foregoing provisions.)
- 12. "compensated or Available Hours" means (i) Compensated Hours, plus (ii) all hours scheduled for or made available to the Employee by the Company but not worked by him after having been given reasonable notice (including any period on leave of absence), plus (iii) all hours not worked by the Employee because of any of the reasons disqualifying him from receiving a Benefit under Article 2.02 (b), subsections (1), (3) or (4), plus all hours not worked by the Employee which are attributable to absenteeism of other Employees, plus with respect to a Part Time Employee or an Employee on a three shift operation on which less than eight hour shifts of work are scheduled, or an Employee on any shift of work on which less than 40 hours of work per Week are regularly

- scheduled, **a** number of hours **equal** to the difference between such employee's regularly compensated hours during a Work Week and 40.
- 13. "Credit Unit" means a unit, or fraction of a unit, credited to an Employee under the Plan.
- 14. "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 lavoff with Credit units.
- 15. **"Employee"** means an employee in a Bargaining Unit covered by the Plan.
- 16. "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.
- 17. **"Fund" or "Trust Fund"** means the trust fund established under Article 6 of the Plan from which Benefits may be payable to Employees.
- 18. "Part Time Employee" means an hourly rated Employee in the Bargaining Unit, excluding Employees on three shift operations on which less than eight hour shifts of work are scheduled, who, on a regular and continuing basis, performs jobs having definitely established working hours, but the complete performance of which

requires fewer hours of work than the regular Work Week, provided that the services of such Employee are normally available for at least half of the employing unit's regular Work Week.

- 19. "Pay Period" means a Work Week.
- 20. "Plan" means this amended Supplemental Unemployment Benefit Plan, also referred to as the SUB Plan, as set forth in this Exhibit C-1.
- 21. "Plant" means any of the establishments covered by the Master Bargaining Collective Agreement.
- "Seniority" means seniority status under the Master Collective Bargaining Agreement.
- 23. "Separation Payment" means a lump sum amount payable in accordance with the SP Plan.
- 24. "Short Work Week" means a Work Week during which an Employee has less than 40 Compensated or Available Hours and (a) during which he/she performs some work for the Company, or (b) for which he/she receives some jury duty pay or bereavement pay from the Company.
- 25. "Skilled Trades Employee" means an Employee in a Skilled Trades Classification under the Collective Bargaining Agreement.
- 26. **"SP Plan"** means the Separation Payment Plan attached as Exhibit C-2 to the Master Collective Bargaining Agreement.

- 27. "Supplementation" means the receiving by a laid off Employee of both an El Benefit and a Weekly Supplemental Benefit under the Plan for the same Week of layoff at approximately the same time and without reduction of the El Benefit because of the payment of the Weekly Supplemental Benefit under the Plan.
- 28. "Trustee" means the trustee or trustees of the Trust Fund as provided for under Article 6 of the Plan.
- 29. **"El Benefit"** means a benefit payable under Employment Insurance.
- 30. **"Employment Insurance"** means the program, for paying benefits to persons on account of their unemployment under the Unemployment Insurance Act, 1971, Chapter 48, S.C. 1971 as in effect or as amended whole this Plan continues in existence.
- 31. "Union" means National Automobile, Aerospace, Transportation and General Workers Union of Canada (C.A.W.) and its Locals 222 (Oshawa) and 1661 (Hawkesbury).
- 32. "Weekly Supplemental Benefit" means the weekly benefit provided for under Article 4 of the Plan.
- 33. "Work Week" means the week commencing 11:00 p.m. Saturday and ending at 11:00 p.m. the following Saturday.
- 34. "Years of Seniority" means the number of years and fractions thereof since the Employee's date of Seniority.

EXHIBIT C-2 SEPARATION PAYMENT PLAN

ARTICLE 1 PURPOSE OF SEPARATION PAYMENT PLAN

01

The SP Plan is established to provide lumpsum 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 plan 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 December 1, 1965, he/she
 (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) the SUB Plan; or
 - (2) is terminated at or after age 60; or
 - (3) becomes totally and permanently disabled: and
- (ii) he/she had one or more Years of Seniority on the last day for which he/she 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/she had made application for a Separation Payment prior to 24 months after the commencement date of layoff, termination, or disability 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;

- he/she 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 in effect; or
- (ii) he/she 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/she worked for the Company, and prior to the earliest date on which he/she 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/she is eligible to receive payment from Worker Severance Plan.

3.03 Effect of Short Return to Work

For the purposes 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/she accepts an offer of work by the Company and subsequently is laid off again within not more than five (5) work days from the date he/she was reinstated.

3.04 Total and Permanent Disability

For the purposes of 3.01 (i) (3) above, an Employee will be deemed to be totally and permanently disabled if his/her disability is such that he/she would be eligible for a total and permanent disability benefit under any Company pension plan in which he/she

participated except that he/she does not have the years of credited service required to be eligible for any such benefit.

ARTICLE 4 DEFERRAL OF PAYMENTS

4.01 Percentage Position Below 7 ½ Per Cent

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 per cent, the payment of his/her 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 per cent. 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 Paymentwas paid.

ARTICLE 5 AMOUNT OF PAYMENTS

5.01 Regular Benefit

The Separation Payment payable to an eligible Employee on and after December 1, 1965, shall be an amount determined by multiplying;

- (i) the Employee's average hourly rate of earnings (including premiums for incentive and shift but not for overtime) during the first four of the five Weeks preceding layoff by
- (ii) the applicable Number of Hours' Pay as shown in the following Table:

SEPARATION PAYMENTTABLE

Years of Seniority on Last Day on the Active Employment Roll		Number of Hours' Pay
1	but less than 2	50
2	but less than 3	70
1 2 3 4	but less than 4	100
4	but less than 5	135
5 6	but less than 6	170
6	but less than 7	210
7	but less than 8	255
8	but less than 9	300
9	but less than 10	350
10	but less than 11	400
11	but less than 12	455 510
12 13	but less than 13	510 570
14	but less than 14 but less than 15	630
15	but less than 16	700
16	but less than 17	770 770
17	but less than 18	840
18	but less than 19	920
19	but less than 20	1000
20	but less than 21	1085
21	but less than 22	1170
22	but less than 23	1260
23	but less than 24	1355
24	but less than 25	1455
25	but less than 26	1560
26	but less than 27	1665
27	but less than 28	1770
28	but less than 29	1875
29	but less than 30	1980
30	and over	2080

5.02 Effect of Low Percentage Position

If the Percentage Position of the Fund as of the date of application is received by the Company is below 36 per cent, the amount of such Separation Payment shall be reduced by one per cent for each full .36 per cent by which the Percentage Position of the Fund is less than 36 per cent 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 per cent, 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 SUB Plan Benefit

A Separation Payment payable hereunder shall be reduced by the amount of any payments described under Article 8.02 (i) and (iii), Exhibit C-1, 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 three (3) years from the last day he/she worked in the Bargaining Unit, or if he/she received a Separation Payment by reason of total and permanent disability and subsequently

30

recovers, reports for work and has his/her Seniority reinstated under the Collective Bargaining Agreement.

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

5.05 Part Time Employees

The Separation Payment payable to an eligible Part Time Employee shall be reduced in the same ratio as his/her scheduled hours of work at time of layoff bears of forty (40) hours, provided, however, that if an Employee has worked as a full-time and a Part Time Employee, his/her Separation Payment shall be computed by multiplying the Number of Hours' pay indicated by the Employee's Years of Seniority on his/her last day on the Active Employment Roll by a fraction the numerator of which is the sum of:

- (i) the number of such years during which he/she was a Full-Time Employee, and
- (ii) the number of such Years during which he/she was a Part Time Employee adjusted by the ratio which is scheduled hours of work in such years bears to forty (40); and the denominator of which is his/her Years of Seniority on his/her last day on the Active Employment Roll.

5.06 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 or the Board 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/she 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/her Seniority cancelled at any and all of the Company's Plants and locations as of the date his/her application for the Separation Payment was received by the Company. However, if an Employee has been paid a Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, his/her Seniority shall be reinstated as set forth in Section 18 (g) of the Collective Agreement

ARTICLE 8 EFFECT OF RE-EMPLOYMENT

8.01

If an Employee is again employed by the Company after he/she has received a Separation Payment, no repayment (except with respect to an overpayment) of the Separation Payment shall be required or allowed, and no Seniority cancelled previously shall be reinstated (except as otherwise provided under Article 7 of this SP Plan).

ARTICLE 9 BOARD OF ADMINISTRATION

9.01

The Board shall be empowered and authorized and shall have jurisdiction to direct the Company to make Separation Payments pursuant to determinations made by the Board.

ARTICLE 10 INFORMATION FOR THE UNION

10.01 Copies of Applications and Determinations

The Company shall furnish promptly to a Union member of the Local Committee a copy of each application for a Separation Payment and a copy of all Company determinations of Separation Payment ineligibility or overpayment.

10.02 Listings of Separation Payments

The Company shall furnish to the Union quarterly, a listing by Plan, showing the names of the persons who, during the preceding calendar quarter, accepted a Separation Payment provided for under the SP Plan together with both the individual gross and net amounts of such Separation Payments; and Union copies of applications and determinations.

ARTICLE 11 NOTICE OF APPLICATION TIME LIMITS

11.01

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 of record not later than thirty (30) days prior to both the earliest and the latest date as of which applications may be filed pursuant to the application time limit provisions.

ARTICLE 12 ARMED SERVICE

12.01

An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of the Plan, as on leave of absence and shall not be entitled to any Separation Payment.

ARTICLE 13 DEFINITIONS

13.01

Any term used 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

EXHIBITC-3

AUTOMATIC SHORT WEEK BENEFIT PLAN

ARTICLE 1 PURPOSE OF AUTOMATIC SHORT WEEK BENEFIT PLAN

1.01

The ASWB Plan is established to provide supplementary income to qualifying Employees who are required to do some work for the Company during the week but are not required to work their normal hours during such Work Week.

ARTICLE 2 FINANCING OF ASWB PLAN

2.01

ASW Benefits shall be payable by the Company. However, ASW Benefits payable under any of the following circumstances may be recovered by the company from future contributions to the fund under the SUB Plan:

- Benefits payable for the replacement of absent Employees to the extent that such absences exceed nine in any week per plant.
- (2) Benefits payable for the replacement of employees on leave of absence due to Union business.

(3) Benefits payable to an **eligible** Employee for a holiday as specified in Section 33 of the Master Agreement.

ARTICLE 3 ELIGIBILITY

3.01 Eligible Employees

An Employee shall be eligible for an ASW Benefit for any Week Beginning on or after April 1, 2002, if:

- during such Week he/she performed some work for the Company or for such Week received some jury duty pay or bereavement pay from the Company, but had less than forty (40) Compensated or Available Hours;
- (2) he/she had at least 1 Year of Seniority as of the last day of the Week;
- (3) he/she was on a qualifying layoff, as described in Article 2.02 of the SUB Plan for some part of the Week, or he/she was ineligible a defined under the Collective Bargaining Agreement for pay from the Company for all or part of a period of jury duty or bereavement during the Week and during all or part of such period he/she would otherwise have been on qualifying layoff under the SUB Plan, except that it will not be necessary for an Employee to register at or comply with the reporting requirements of an Employment Insurance Office in order to qualify for an ASW Benefit.

3.02 Armed Forces

An Employee who enters the Canadian Armed Forces directly from the employ of the Company shall while in such service be deemed, for the purposes of this Plan, as on leave of absence and shall not be entitled to an ASW Benefit.

ARTICLE 4 AMOUNT OF ASW BENEFIT

4.01 Regular Benefit

The ASW Benefit payable to any Eligible Employee for any Week beginning on or after April 1, 2002, shall be an amount equal to the product of the number by which forty (40) exceeds his/her Compensated or Available Hours, counted to the nearest tenth of an hour, multiplied by:

- \$15 on or after April 1, 2002

4.02 Withholding Tax

The Company shall deduct from the amount of any ASW Benefit as computed under this 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 5 PAYMENT OF BENEFITS

5.01 Determination of Eligibility

The Company shall promptly determine an Employee's eligibility for an ASW Benefit without requiring the Employee to file an application for such Benefit, and the ASW Benefit shall be paid in accordance with such determination. However, if an Employee believes himself entitled to an ASW Benefit for a Week which he/she does not receive on the date when such Benefits for such Week are paid, he/she may file written application therefore within sixty (60) calendar days after such date. In case the Employee worked in more than one Plant in the Week, he/she may apply at the Plant at which he/she last worked. If the Company determines that such Employee is not entitled to an ASW Benefit with respect to the Week for which application for the ASW Benefit is made, it shall notify him promptly, in writing, of the reason(s) for the determination.

5.02 In Lieu of Weekly Supplemental Benefit

An ASW Benefit payable under this Plan for a Week shall be in lieu of any Benefit payable under the provisions of the SUB Plan for the Week.

5.03 Overpayment

- If the Company or the Board determines (a) that any ASW Benefits paid under this Plan should not have been paid or should have been paid in a lesser amount, written notice thereof shall be mailed to the Employee receiving such ASW Benefit(s) and he/she shall return the amount of the overpayment to the Company; provided, however, that no such repayment shall be required if the cumulative overpayment is \$3.00 or less or if notice has not been given within one hundred twenty (120) days from the date the overpayment was established or created, except that no such time limitation shall be applicable in cases of fraud or willful misrepresentation.
- If the Employee shall fail to return such (b) amount of overpayment promptly, the Company shall recover the amount of overpayment by making a deduction from any future ASW Benefits (not to exceed \$10.00 from any one ASW Benefit except in cases of fraud or willful misrepresentation) otherwise payable to such Employee by the Company, or to make a deduction from compensation payable by the Company to such Employee (not to exceed \$20.00 from any one pay cheque except in cases of fraud or willful misrepresentation), or both.
- (c) If the Company determines that an Employee has received an ASW Benefit for any Week with respect to all or part

of which he/she has received an El Benefit, the full amount of such ASW Benefit, or a portion of the ASW Benefit equivalent to the El Benefit or that part thereof applicable to such Week, whichever is less, shall be treated as an overpayment in accordance with this Article 5.03.

ARTICLE 6 INFORMATION TO THE UNION

6.01 Statement of Benefits Paid

Not later than the second Tuesday following the first Monday of each month, the Company shall furnish to the union a statement showing the number and amounts of ASW Benefits, if any, paid by the Company during each week of the preceding month.

6.02 Determinations of Ineligibility or Overpayment

The Company shall furnish promptly to a Union Member of the Local Committee a Copy of all Company determinations of ASW Benefit ineligibility or overpayment.

ARTICLE 7 GENERAL

7.01 Entire Plan

The provisions of these Articles 1 through 9 constitute the entire ASWB Plan and express each and every obligation of the Company with

respect to the financing of this ASWB Plan and providing for ASW Benefits.

7.02 Reliance on Information

The Board, the Company, and the Union, and each of them, shall not be liable because of any act or failure to act on the part of any of the others, and each is authorized to rely upon the correctness of any information furnished to it by an authorized representative of any of the others.

7.03 Misconduct and Fraud

Notwithstanding the above provisions, nothing in this Article shall be deemed to relieve any person from liability for willful misconduct or fraud.

7.04 Not Subject to Grievance Procedure

No question involving the interpretation or application of the ASWB Plan shall be subject to the grievance procedure provided for in the Collective Bargaining Agreement.

ARTICLE 8 AMENDMENT AND TERMINATION OF THE PLAN

8.01

So long as the Collective Bargaining Agreement of which this ASWB Plan is a part shall remain in effect, the ASWB Plan shall not be amended, modified, suspended or terminated, **except as** may **be proper or** permissible under the terms of the ASWB Plan or the Collective Bargaining Agreement. Upon the termination of the Collective Bargaining Agreement, the company shall have the right to continue this ASWB Plan in effect and to modify, amend, suspend or terminate this ASWB Plan, except as may be otherwise provided in any subsequent Collective Bargaining Agreement between the Company and the Union.

ARTICLE 9 DEFINITIONS

9.01

Any term used 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 C-4 WORKER SEVERANCE PLAN (WSP)

- Effective April 1, 1993, in the event of a permanentjob 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 WSP.
- "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 permanentjob loss unless active employment levels, fall below six hundred (600) 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 percent (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 4.04 (e), will receive a special

- one (1) time severance payment of fifteen thousand dollars (\$15,000).
- 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.
- Employees not eligible for, or in receipt of SUB benefits will irrevocably sever their seniority upon acceptance of severance pay benefits.
- 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 work force, 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 coverages 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 WORKED

SEVERANCE PAY

I 0 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
	19,000
14 but less than 15	
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

566