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**UNION CONTRACT**

**PPG Architectural Finishes, Inc.**

**A wholly owned subsidiary of PPG Industries, Inc.**

**2001 Centre Avenue Rear**

**Reading, Pennsylvania**

**And**

**The United Independent Union of Riverside**

**May 11, 2018 – November 7, 2021**

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## **PREAMBLE**

This Agreement is made by and between PPG Architectural Finishes, Inc. a wholly owned subsidiary of PPG Industries, Inc., located at 2001 Centre Avenue Rear, Reading Pennsylvania (hereinafter referred to as the "Company") and the United Independent Union of Riverside (hereinafter referred to as the "Union").

## **ARTICLE 1 Recognition**

Pursuant to the Certification of Representation issued by the National Labor Relations Board on December 11, 2017, in Case No. 04-RC-209482, the Company recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all distribution center workers employed by the Company at its Reading Distribution Center located at 2001 Centre Avenue Rear, Reading PA. Excluded from the bargaining unit are all other employees, including foreman, assistant foreman, truck drivers, chemists, laboratory technicians and assistants, guards or watchmen, salaried employees, office employees, or supervisors as defined by the National Labor Relations Act.

## **ARTICLE 2 Successorship**

This Agreement shall be binding upon parties, their successors and assigns. In the event of sale or transfer of the business of the employer, the purchaser or transferee shall be bound by this Agreement.

## **ARTICLE 3 Union Security**

**Union Shop:** It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. Those who are not members on the effective date of this Agreement shall on the 61<sup>st</sup> day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on the 61<sup>st</sup> day following their date of employment, become and remain members in good standing in the Union.

**Membership in Good standing:** For the purpose of this Agreement, a Union member shall be considered in good standing if he has paid or tendered periodic dues to the United Independent Union of Riverside.

**Notice of Delinquency:** In the interest of maintaining a stable work force, the Union shall notify the company of any member's delinquency in dues at least 5 days before

requesting his discharge under the terms of this Article in order to permit the assistance of the Company in restoring such delinquent member to good standing.

**Liability:** The Union, its successors and assigns, shall indemnify and save the Company harmless against all forms of liability arising out of the discharge of any employee under the terms of this Article.

#### **ARTICLE 4 Dues Check-Off**

**Dues and Fees:** Each month the Company shall deduct from the pay of each employee who has authorized such deductions, Union dues in such amount as the Union's constitution and by-laws may provide. On the first payroll of the month following the completion of 60 days' employment, the Company shall deduct from the pay of new employees who have authorized such deduction an initiation fee in such amount as the Union's constitution and by-laws may provide.

**Authorization:** Individual authorizations shall be in writing on a form provided for that purpose and shall be irrevocable for the period of one year from the date thereof, or until the termination of this Agreement whichever occurs sooner.

**Authorized Official - Receipt:** The Union shall furnish to the company a certificate showing the name and address of the duly authorized official of the Union to whom all moneys so deducted by the Company from the pay of employees authorizing such deductions shall be transmitted. The Union shall furnish to the Company its official receipt for all moneys so deducted by the Company and transmitted to the Union.

**Liability:** The Union, its successors and assigns, shall indemnify and save the Company harmless against any forms of liability arising out of or by reason or action taken in reliance on individually authorized deduction forms furnished to the Company by the Union.

#### **ARTICLE 5 Nondiscrimination**

It is the continuing policy and practice of both the Company and the Union to not discriminate against any employee because of race, color, age, physical or mental disability, genetic information, creed, religion, national origin, sex, gender, pregnancy, ancestry, marital status, military status, sexual orientation, gender identity or expression, or any other characteristic that is protected by applicable federal, state or local law. The forms him, his or he, as used in this Agreement are understood to apply to all employees regardless of sex.

## **ARTICLE 6 Management Rights**

The management of the facility covered by this Agreement and the direction of the working forces therein, are solely and exclusively the functions and prerogatives of the Company, except as explicitly limited by the specific terms of this Agreement. All of the rights, functions and prerogatives of management, which are not expressly modified by one or more explicit provisions of this Agreement, are reserved and retained exclusively to the Company.

Specifically, but without in any manner limiting or affecting the generality of the foregoing, the Company reserves the right, in its sole discretion and judgment to: determine the services to be rendered; determine the size of the working force and policies affecting the selection of employees; establish quality standards for its products; establish new departments; discontinue existing departments, introduce new and improved methods of operation and facilities; change existing methods of operations and facilities; assign work and direct employees; terminate operations and/or transfer work to other facilities; discipline and discharge employees for just cause; determine the number of hours to be worked. The Company also reserves the right to let contracts for maintenance, construction, or other work that has not been solely performed by bargaining unit personnel prior to the ratification of this Agreement.

The Company shall have the right to make reasonable rules and regulations regarding employee conduct and safe work practices, to fix and determine the appropriate penalties for violations of such rules and regulations, provided, however, that no rule shall violate any provision of this Agreement.

## **ARTICLE 7 Hours of Work**

The normal, but not guaranteed, workweek shall be five (5) days of eight (8) hours each, commencing on Monday and ending on Friday. The normal starting time for first shift employees shall be 7:00am, for the second shift employees it shall be 3:00pm and for the third shift employees it shall be 11:00pm. The normal starting time for third shift will be 11:00pm on Sunday, which is considered to be the same workweek as other hours worked on Monday.

A paid lunch period of 30 minutes shall be provided. A paid rest period of 15 minutes shall be provided during the first half of each shift. An additional 10 minute paid rest period shall be provided when an employee works 12 paid hours or more. The Company reserves the right to specify the specific time for rest periods.

## **ARTICLE 8 Wages**

Wages rates are listed in Schedule I of this Labor Agreement. Employees shall be paid Weekly.

## **ARTICLE 9 Premium Pay**

**Shift Premiums:** Employees regularly scheduled on shift work shall receive a premium of \$.25 per hour for all work performed on the second shift and a premium of \$.30 per hour for all work performed on the third shift.

**Overtime:** All hours worked; in excess of 40 hours in any work week, in excess of eight hours in one day, or hours worked outside an employee's regularly scheduled work day, shall be paid for at one and one half times the regular rate. Any paid time off shall be considered as hours worked for the purpose of determining eligibility for pay at one and one half times the regular rate. All work performed in excess of 11 hours in any one day by all employees shall be paid for at two times the regular rate.

**Saturday and Sunday Pay:** All work performed on Saturday by all employees shall be paid at one and one half times the regular rate. All work performed on Sundays by all employees shall be paid at two times the regular rate.

**Reporting Pay:** Employees required to report for work who are prevented from working due to conditions beyond their control shall be paid for a minimum of four hours at their regular straight-time rate. If such employees are held for duty for more than four hours, the actual time worked will be paid for at their regular straight-time rate. This section shall not apply in cases where work is prevented by conditions outside the control of the Company, or when operations are closed down due to any restrictions imposed by Federal or State governments.

**Call-In Pay:** If an employee is recalled to work after he leaves the plant property at the end of his regular shift and the work called in for ends before the beginning of his next regular shift, he shall receive a minimum of four hours' pay at time and one half for such call-in. If an employee is called in on a Sunday or a holiday under the above conditions, he shall receive two times his regular rate for such call-in.

**Distribution of Overtime:** The Company will endeavor to distribute overtime opportunities equally among the employees in each job classification. Any employee who refuses overtime shall be considered as having worked such assignment for the purpose of balancing overtime among the employees. Any employee accepting overtime assignment who does not advise that he rejects the overtime by the end of a last scheduled shift, prior to such overtime, will be charged with two times the amount of hours he would have worked regardless of the circumstances surrounding his failure to perform the overtime assignment. After two such occasions within a calendar year

where the employee fails to advise that he rejects the overtime by the end of his last scheduled shift prior to the overtime, the employee will be charged five times the amount of hours he would have worked.

An employee who is inadvertently not offered to work the available overtime will, on the next occasion that overtime work is necessary, be the first employee offered the work. In the event that the overtime work cannot be offered to the employee within 30 calendar days from the Company's acknowledgement that the employee should have initially been offered the work in question, the employee will be paid the appropriate lost overtime earnings. The overtime list shall be updated weekly and posted on each Monday by 12 noon. The overtime list will be brought to zero at the start of each calendar year, however, the obligation to make up for missed overtime shall carry over into the next year.

When overtime is available in a department, the overtime opportunities will be granted by shift to employees of that department prior to any employees who are temporarily transferred into that department. Employees on layoff, leave of absence, sick leave, and/or disability shall accrue overtime hours that would have been offered to them had they been at work. Employees on voluntary lay off or voluntary time off shall not accrue overtime hours that would have been offered to them had they been at work.

Employees who are members of Company sponsored committees will not be charged overtime hours if the meeting or training takes place on overtime, unless their respective classification is working overtime. When employees who are qualified and trained are assigned to a vacancy in another classification on a voluntary basis, they are eligible for overtime in that classification. Any overtime worked or refused shall be charged to the employee's regular classification. Employees who decline a weekend overtime opportunity that follows a full week's vacation will not be charged if they refuse the opportunity.

The Inventory Specialist will be offered overtime for the Lift Truck classification last.

## **ARTICLE 10**

### **Holidays**

**Recognized Holidays:** The following holidays will be observed; Two Floating Holidays, New Year's Day, Thanksgiving, Day after Thanksgiving, Good Friday, Independence Day, Memorial Day, Labor Day, Day before Christmas, and Christmas Day.

**Holiday Allowance:** On any of the above holidays falling during a period of normal operations, all employees who are not scheduled or called for work on such holidays, will receive eight hours' straight-time pay at their regular rate, provided they have not been absent from work on their scheduled workdays immediately preceding and immediately succeeding such holidays, unless absent due to a reasonable cause acceptable to the Company.

**Holiday Pay:** All Work performed on the above holidays, by all employees, shall be paid at two times the regular rate. All employees required to work on any of the above holidays, shall also receive eight hours' holiday pay at their regular straight-time rate.

**Floating Holidays:** In the case of Floating Holidays, the employee may utilize them on any regularly scheduled work day with prior approval from the Company. Employees must make their request to utilize a Floating Holiday at least 48 hours in advance. If Floating Holidays are not used before the end of the calendar year they will be paid to the employees at his or her straight time rate of pay.

## **ARTICLE 11 Vacation**

**Vacation Allowance:** Employees will be granted vacation on January 1<sup>st</sup> of each calendar year. The vacation allowance is based on the years of seniority that will be attained at any time during the calendar year:

A vacation allowance of one week (40 hours straight-time pay) will be granted to each employee who will attain at least one year of seniority following successful completion of their probationary period.

A vacation allowance of two weeks (80 hours straight-time pay) will be granted to each employee who will attain at least two years of seniority.

A vacation allowance of three weeks (120 hours straight-time pay) will be granted to each employee who will attain at least five years of seniority.

A vacation allowance of four weeks (160 hours' straight-time pay) will be granted to each employee who will attain a least 15 years of seniority.

A vacation allowance of five weeks (200 hours' straight-time pay) will be granted to each employee who will attain at least twenty-five years of seniority.

**Qualifications:** In order to qualify for a vacation, an employee must have worked a minimum of 1200 hours during the calendar year prior to the year of vacation. However, if an employee works a minimum of 1500 hours in two consecutive calendar years, he will qualify for vacation.

**Vacation Period:** Vacations will be scheduled throughout the calendar year. Employees will be given their preference as to the time of their vacation whenever possible; conflicts between employees desired vacation schedules will be determined on the basis of seniority.

In the case of employees who are eligible for three weeks' vacation and who choose to split their vacation, taking two weeks at one time and the third week later in the year,

they shall be entitled to exercise their seniority in the choice of the first vacation period only.

In the case of employees who are eligible for four weeks' vacation and who choose to split their vacation, taking two or three weeks at one time and the third and fourth weeks, or fourth week, later in the year, they shall be entitled to exercise their seniority in the choice of the first vacation period only.

In the case of employees who are eligible for five weeks' vacation and who choose to split their vacation, taking two, three, or four weeks at one time and the third, fourth, and fifth weeks, or fourth and fifth weeks, or fifth week later in the year, they shall be entitled to exercise their seniority in the choice of the first vacation period only.

The Company will consider the month of December as peak weeks in addition to the peak summer months. A week that may include one or more days of November will not be considered a peak week.

Employees are encouraged to utilize their vacation each calendar year. If an employee has an unused vacation balance at the end of the year, they shall receive up to 10 days' vacation pay in lieu of vacation time off. Unused vacation shall be paid out in January of the following year.

Employees on paid disability leave, who determine that they are unable to take their vacation by the end of the calendar year, shall receive unused vacation pay in lieu of vacation time off.

10 days of the employee's allotted time may be used as single days of vacation provided approval from the Department Supervisor has been obtained. Two of the 10 days may be utilized in half day increments. Approval will be granted depending on the department's workload and based on seniority. Notwithstanding the foregoing, three of the 10 days may be utilized without Supervisory approval provided the employee provides at least 60 minutes notice to their Supervisor prior to the start of their scheduled shift. 60 minute days may not be utilized on the day before or after a holiday.

**Voluntary Layoff (VLO):** When an employee ceases work due to a voluntary layoff of four weeks or more, the employee will have the option of having their remaining vacation paid in the employee's last pay prior to the employee's effective date of voluntary layoff or in the employee's pay following the employee's effective date of return from voluntary layoff.

Prior to starting their period of VLO, the employee shall be provided a letter that indicates the date the employee is planned to return to work.

In the event an employee is recalled from voluntary layoff prior to the end of the calendar year their layoff date became effective, and opted to be paid their remaining vacation, upon their return from voluntary layoff, the employee may utilize their vacation on any week which is open, according to vacation allotment schedule, per approval of the Company.

**Voluntary Time Off (VTO):** When an employee ceases work due to a voluntary layoff of less than four weeks, the employee will have the option of having their remaining vacation paid in the employee's last pay prior to the employee's effective date of voluntary layoff or in the employee's pay following the employee's effective date of return from voluntary layoff.

In the event an employee is recalled from voluntary layoff prior to the end of the calendar year their layoff date became effective, and opted to be paid their remaining vacation, upon their return from voluntary layoff, the employee may utilize their vacation on any week which is open, according to vacation allotment schedule, per approval of the Company.

After providing one weeks' notice, an employee with greater seniority may replace another employee who has already accepted VTO.

## **ARTICLE 12 Leaves of Absence**

**Eligibility:** An employee, after presenting a justification that is acceptable to the Company, may be granted a leave of absence without pay and without loss of seniority for a period not exceeding 60 days. All leaves of absence that are granted shall be documented and a copy of such documentation shall be furnished to the Union. The acceptance of employment with another employer during a leave of absence shall result in the termination of the employee's employment with the Company, which shall be deemed to be for just cause.

**Union Business:** Any member of the Union selected to represent the Union at a convention or any other Union activity shall be granted a leave of absence without pay and without loss of seniority for a period not to exceed 60 days provided that it does not cause an undue hardship on the employer (e.g. it requires that a significant amount of overtime be paid to cover for the absent employee).

Any employee elected or officially appointed to office in the Union which requires his absence from work shall be granted a leave of absence for a period of up to one year without loss of seniority, entitling him to reinstatement to his former position in accordance with his seniority. Application for extension of such leave must be submitted prior to the expiration of the leave, and the decision of management as to this extension shall be final.

**Military Leave:** Employees who either already are or become members of the Armed Forces of the United States shall have all the re-employment and other rights granted to them under Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Employees who are required to serve during an annual training associated with their membership in the National Guard or Reserves, will not be charged for any overtime they are unable to work due to their Military obligation

## **ARTICLE 13**

### **Seniority**

**Seniority Defined:** Seniority shall be the total length of last continuous service in the employ of the Company in years, months, and days. Authorized leaves of absence do not affect seniority.

**Probationary Period:** New employees shall be hired on a probationary basis and shall attain no seniority rights for a period of 60 calendar days. This 60 day period shall be automatically extended by any period of absence equal to one week (five working days) or more. The decision to retain employees beyond the expiration of their probationary period is at the sole discretion of the Company, and the Company retains the exclusive right to discharge an employee during his probationary period. If retained in the employ of the Company after the probationary period, seniority shall accrue from the date of employment.

**Seniority Lists:** The Company shall prepare and furnish a seniority list showing the names and hiring dates of all employees. This list shall be reviewed from time to time as required.

**Seniority Factor:** In promotions to permanent positions and demotions to lower rated jobs, layoff and rehire, the following factors shall be considered:

- a. Seniority
- b. Ability (This factor shall only be applied to the Utility Job Classification)

In any case in which the factors specified in "b" Ability are relatively equal, factor "a" Seniority, shall control. Vacancies in permanent positions may be filled by temporary appointment for up to 90 days when necessary to avoid loss of production.

**Temporary Transfers:** Temporary transfers will be reviewed at the expiration of a 90-day period. All jobs involved will be posted at that time except by mutual agreement between the Company and the Union.

**Temporary Transfers between Shifts and Classifications:** If an employee wishes to be considered for temporary transfer from one shift to another within his classification, it is his responsibility to notify his supervisor of his desire prior to such temporary transfer.

For temporary transfers at the Company's request from one classification to another classification on the employee's shift, the temporary transfer will be on a daily basis not to exceed one week, the most junior employee without work in his classification shall be assigned the temporary vacancy. If an employee is being transferred to a classification with a higher rate of pay, the transferred employee will receive the rate of the classification to which he is transferred.

If the Company is aware that a temporary vacancy is going to occur for one week or

longer, employees on the same shift shall be granted the opportunity for the temporary transfer in accordance with their seniority; however, the most junior employee will be required to accept the transfer. It is the employee's responsibility to notify his supervisor of his desire prior to such a temporary transfer. Employees temporarily transferred to a classification and rate of pay which is lower than their base rate of their regular classification will receive the rate of that job.

**Job Bidding:** An employee who is interested in a job that has been posted must complete a job posting bid form listing the job classification and shift that is open for bid along with his or her printed name, signature and seniority date. The completed job posting bid form is to be placed in the job posting bid box within the three day job posting period.

When an employee is the successful job bidder for a job, he will be transferred to the new job no later than the Monday following four weeks after his successful bid.

**Shift Reallocations, Layoffs, and Recalls:** Shift Reallocations, Layoffs, and Recalls will be administered utilizing facility wide seniority order. When the former job of an employee permanently transferred because of cutbacks reopens, he shall have the opportunity of going back to his job.

The Company shall, whenever possible, give employees 24 hours' notice of layoff. An employee who is placed on layoff one (1) week prior to a holiday, for which he or she would have been eligible to receive holiday pay, will be paid for that holiday.

The Company may offer Voluntary Layoff (VLO) and Voluntary Time Off (VTO) programs as alternatives to Layoffs. The Company may, at its exclusive discretion, consider other alternative curtailment and layoff procedures, provided they are agreed upon with the Union Relations Committee.

**Loss of Seniority:** Seniority shall be terminated as follows:

- a. If an employee quits.
- b. If an employees is discharged for cause.
- c. If an employee is absent for more than three days without properly notifying the Company, unless the employee was unable to do so for reasons beyond his control.
- d. If such employee fails to return to work after being notified to report for work, unless the employee was unable to do so for reasons beyond his control.
- e. If he/she is laid off or on a medical leave for 24 consecutive months.

**Employees of Equal Seniority:** In cases of exactly equal seniority the older employee will be designated the most senior. Notwithstanding the foregoing, the seniority list as of the date of ratification of this Agreement shall be applicable to employees hired on or before that date.

**ARTICLE 14**  
**General Conditions**

**Death in Family:** Employees having a death in their immediate family shall be allowed a maximum of three consecutive working days off with pay, if necessary. The day of the funeral will be one of the three consecutive working days off, excluding Saturday or Sunday, unless previously scheduled to work. The immediate family shall be defined as follows:

Father	Father-in-Law	Husband or Wife
Mother	Mother-in-Law	Children
Brother	Sister	
Grandchildren	Stepchildren	

Employees having a death of a Grandparent, Uncle, Aunt, Sister-in-law, or Brother-in-law, shall be allowed a maximum of one working day off with pay. The working day off maybe taken on the work day prior to, day of, or the day following the funeral or memorial service.

**Jury Service:** Any employee away from work on jury call or jury service, shall be paid his regular pay provided the service is performed during the regular workweek.

**Salaried Personnel:** Salaried personnel may only perform bargaining unit work when necessary for training purposes. The Company will advise the Union of such training activities to include the anticipated the length of the training activity.

**Uniforms:** All employees now receiving uniforms as of the effective date of this Agreement shall continue to receive them according to the established procedure. Any decision concerning future distribution of coveralls to employees not now receiving them shall be at the sole discretion of the Company.

**Safety Shoes:** The Company will contribute up to \$80.00 per year for the purchase of an approved pair of safety shoes or \$160.00 every two years.

**Prescription Safety Glasses:** The Company will contribute up to \$250 for the purchase and repair of approved safety glasses (permanent side shields) each calendar year.

**Pay Advices:** Pay advices/check stubs will not be distributed by the Company. Employees may view these on-line on the MyPPGRewards website. All employees shall be paid by direct deposit.

**Severance Allowance:** If the company permanently discontinues its operations at the Reading facility, employees terminated because of this permanent discontinuance shall receive severance pay in the amount of one week's pay (40 hours straight time) for each full year of completed service up to a maximum of 25 weeks' pay. Those employees with a seniority date on or before February 4, 2008, shall receive severance

pay in the amount of one and one-half (1-1/2) weeks' pay (60 hours straight time) for each full year of completed service up to a maximum of 26 weeks' pay.

The following requirements must be met:

- a. Continue to work through the last scheduled workday prior to termination.
- b. Relinquish all seniority rights.
- c. Have accrued at least one year's seniority at the time of termination.

The company will provide those employees impacted a prior notice of at least 60 days.

### **ARTICLE 15 Seasonal Workforce**

Seasonal Workers may be utilized as Warehouse Workers during periods of increased seasonal demand. The seasonal demand period is hereby defined as April 1<sup>st</sup> through August 31<sup>st</sup>.

The number of Seasonal Workers that can be utilized to meet seasonal demand is limited to a number equal to twenty percent of the regular workforce. In the case of a fraction, a .5 or more will be rounded up (e.g. 5.5 = 6 Seasonal Workers may be utilized).

Seasonal Workers may work partial shifts but not modified eight hour shifts. Seasonal Workers may not be utilized when Regular Employees are on layoff. Seasonal Workers shall not be assigned to Lift Truck duties and Special Handler small parcel processing work. Seasonal Workers shall not work overtime (more than eight hours in one day or Saturdays, Sundays and Holidays) unless all Regular Employees have been offered an opportunity to work first. Seasonal Workers shall not be utilized on first shift unless all Warehouse Workers have declined an opportunity to transfer to first shift.

Seasonal Workers are not employees of the Company and therefore, are not governed by the terms of this Agreement other than what is expressly outlined above.

### **ARTICLE 16 Special Project Workforce**

The Company may utilize Special Project Workers from September 1<sup>st</sup> through March 31<sup>st</sup> for special projects that are expected to last for thirty days or less. This time period may be extended with mutual agreement between the Company and the Union. Examples of special projects are; relabeling, repacking, or any other project that is outside the normal scope of activity.

The Company shall inform the Union as to the type of project, expected duration, and number of Special Project Workers.

Special Project Workers may work partial shifts but not modified eight hour shifts. Special Project Workers may not be utilized when Regular Employees are on layoff.

Special Project Workers shall not work overtime (more than eight hours in one day or Saturdays, Sundays and Holidays) unless all Regular Employees have been offered an opportunity to work first.

Special Project Workers are not employees of the Company and therefore, are not governed by the terms of this Agreement other than what is expressly outlined above.

## **ARTICLE 17**

### **Employee Benefit Plans**

**Health Care Benefits:** All full time employees covered by this Agreement and their eligible dependents are eligible to enroll in the health care benefit programs (Medical/Prescription Drug and Dental) offered by the Company. These plans shall not change for the remainder of 2018. Effective on January 1, 2019, these plans shall be offered on the same terms and conditions (plan design, employee contributions, and plan administrative procedures) as are in existence for the non-bargaining unit employees at the Reading Distribution Center. Notwithstanding the foregoing, the employee contributions for 2019 will be what they were for the non-bargaining unit employees at the Reading Distribution Center for the same plans in 2018.

**Quit or Discharge:** When an employee quits the Company or is discharged, his coverage under the Plan shall cease on the last day of the month he leaves.

**Leave:** When an employee ceases work due to a leave of absence his eligibility for coverage will continue to the end of the month following the month he ceased work, provided he pays the regular employee premium contribution. Coverage thereafter will continue only if the employee pays the entire cost of the coverage. When an employee returns to work his coverage shall be resumed on the first day of the next succeeding month and the regular employee premium contribution rate resumed.

**Layoff:** When an employee ceases work due to layoff, eligibility for health care benefits coverage will continue to the end of the third month following the month the employee ceased work, provided the employee pays the necessary premiums.

**Disability:** When an employee suffers loss of time due to sickness, occupational or other disability, the employee's health care benefits coverage will be continued for the entire period of paid disability leave provided the employee pays their portion of the premiums.

**Disability Plan:** All regular full-time employees after 6 months of continuous service shall be covered under this plan. The terms and conditions of the plan are outlined in an Attachment to this Agreement.

**Life Insurance:** All full time employees may purchase additional life insurance up to a maximum of \$20,000 in 5,000 increments over and above the \$15,000 already provided by the Company. The cost for the additional insurance will be paid for by the employee at the rate determined by the insurance carrier. At retirement, Basic Life Insurance remains at \$15,000 and is then reduced to \$4,500 at age 66 and further reduced to \$2,500 at age 67.

**Voluntary Vision Plan:** All full time employees may elect to participate in the voluntary vision plan. This plan shall not change for the remainder of 2018. Effective on January 1, 2019, this plan shall be offered on the same terms and conditions (plan design, employee contributions, and plan administrative procedures) as are in existence for the non-bargaining unit employees at the Reading Distribution Center.

**Retirement Income Plan:** All regular employees are eligible to participate in the PPG Industries Defined Contribution Retirement Plan for Employees Covered by Collective Bargaining Agreements. Following ratification of this Agreement, the Company will make available the PPG Industries Employee Savings Plan to all regular employees as soon as it is administratively feasible (approximately two months). The terms and conditions of the PPG Industries Employees Savings Plan are specified in the Plan Document which will govern the operation of the Plan in all cases. The Union agrees that any changes to the terms of the Plan including, but not limited to, increases or decreases to the level of benefits and/or the right to terminate the plan, are the prerogative of Management and are not subject to negotiation during the term of the Labor Agreement.

## **ARTICLE 18**

### **Grievance and Arbitration Procedure**

A grievance shall be defined as any dispute or alleged violation arising under the terms of this Agreement. Should any difference arise between the Company and any employee, group of employees, or member of the Union, regarding the application or interpretation of the Agreement, an earnest effort shall be made by both parties to settle such difference promptly and in accordance with the following procedure.

**Step 1:** A grievance will be first discussed with the employee's immediate supervisor. If an employee requests it, a Union Representative shall be present. The parties agree to make every effort to settle the grievance at this point. All grievance resolutions reached at Step 1 shall be on a non-precedent setting basis.

**Step 2:** Grievances not disposed of under Step 1 shall be reduced to writing, on a form prescribed by the Company and the Union and appealed to Step 2, within 10 working days of the Company providing a Step 1 answer. Whenever possible, the grievance must include the Article and Section number of the contract provision alleged to have been violated, the adjustment sought, and all facts known at the time and relied upon to support the grievance. It must be submitted to the Distribution Center Manager or designee.

The grievance will then be discussed in a meeting between the aggrieved employee, the Union Representative or Chairperson, the Distribution Center Manager, and the employee's supervisor. The Step 2 meeting shall be held within 10 working days of the written grievance submission. The Company shall have five working days after the Step 2 meeting to provide a written answer. The Union shall have five working days after receipt of the Step 2 answer to notify the Company in writing as to whether the Grievance will be processed to Step 3.

If the Step 2 meeting is not held within 10 working days, or a written answer is not provided by the Company within five working days of the Step 2 meeting, the grievance may be advanced to Step 3 at the Union's discretion.

**Step 3:** If not resolved at Step 2, the grievance will be discussed at a meeting with the Distribution Center Manager and other Company representatives as the Company deems appropriate. For the Union, up to three members of the Union Relations Committee may be present. The Step 3 meeting shall be held within 15 working days after receipt of the Union's intention to advance the Grievance to Step 3 unless the time frame is extended by mutual agreement of the parties. The Company shall have ten working days after the Step 3 meeting to provide a written answer.

If the meeting is not held within 15 working days of the appeal to Step 3, or a written answer is not provided by the Company within ten working days of the Step 3 meeting, the grievance may be advanced to Step 4 at the Union's discretion.

**Mediation:** In the event that the grievance shall not be satisfactorily settled at Step 3, the Company and the Union may, by mutual agreement, attempt to resolve the grievance through non-binding mediation. The parties will use the Federal Mediation and Conciliation Service (FMCS). The recommendation of the Mediator shall not be binding on either party and will be inadmissible in any future arbitration case. The recommendation of the Mediator may be valuable in helping the parties to resolve the grievance by presenting a non-biased and objective point of view.

**Step 4:** If a satisfactory settlement is not achieved at Step 3 or Mediation, the grievance may be submitted to Arbitration. The Union has thirty (30) days after receipt of the Company's Step 3 or the date of Mediation, answer to notify the Company in writing as to whether the Grievance will be processed through Arbitration.

To submit a grievance to Arbitration, the Union must request a panel of seven (7) Arbitrators from the Federal Mediation and Conciliation Service, all of whom must be members of the National Academy of Arbitrators. The parties will then strike names from the list until there is one Arbitrator left on the list. The parties will alternate who strikes the first name from the list with each subsequent Arbitrator selection. If the parties cannot agree on who went first the last time the issue shall be decided by coin flip.

The cost of Arbitration, including the Arbitrator's fee and meeting room rental, shall be

borne equally by the parties. In all cases, each party must bear its own attorney's fees. The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any Agreement supplementary to it, but is authorized only to interpret the specific provisions of this Agreement and to apply them to the specific facts of the grievance which is the subject of arbitration. The decision of the arbitrator shall be final and binding on the parties.

**Union Relations Committee:** The Company, on an annual basis, shall pay the three members of the Union Relations Committee up to sixteen hours (at each individual's hourly rate of pay) each for the performance of off-site union related business. The Union shall keep the Company informed as to the current members of the Union Relations Committee.

**Disciplinary Action:** After a one year period of time wherein no disciplinary action has been taken against an individual, any written note of a verbal warning will be ignored.

After a two year period of time wherein no disciplinary action has been taken against an individual, any written warning will be ignored in regard to subsequent discipline that may be issued.

**Discharge:** The Union shall be informed fully concerning the reasons for layoffs, demotions, and discharges and may file grievances over these matters. Such grievances shall be processed beginning at Step Two of the Grievance Procedure. When an employee has been discharged and it is later determined that the discharge lacked just cause, the employee shall be reinstated to his position with uninterrupted seniority and back pay for the period of his suspension. In cases where the Company and the Union agree, or in the case of a decision by an Arbitrator, such employee may be reinstated without back pay but with uninterrupted seniority.

The Union shall have 72 hours after notice of an employee's discharge, to file a Grievance at Step Two for these potential remedies to be applicable.

## **ARTICLE 19**

### **No Strikes or Lockouts**

During the term of this Agreement, the Union shall not authorize, cause, induce, support or condone any strike, picketing, sympathy strike, work stoppage, slowdown of work, or walkout by any employees covered by this Agreement. Employees who engage in any such acts shall be deemed to have violated this Article and the Company shall have the sole discretion to determine the disciplinary action to be taken against such an employee(s), which shall be determined to have been for just cause. The Union shall, in the event of a violation of this provision by an employee, promptly denounce publically such action or threatened action and shall make prompt and honest effort to prevent or end such action.

During the term of this Agreement, the Company shall not lock out any employees covered by this Agreement.

**ARTICLE 20  
Entire Agreement**

This Agreement constitutes a complete understanding of the parties on all questions of wages, hours and other terms or conditions of employment, and each party to this Agreement hereby expressly waives any right to insist that the other party bargain collectively during the life of this Agreement with respect to any economic or non-economic demands, including any demand with respect to any question of wages, hours, or other terms or conditions of employment, provided, however, that nothing in this Section shall relieve either party of the obligation to participate in the processing of grievances concerning the meaning or application of the provisions of this Agreement pursuant to Grievance and Arbitration provisions of this Agreement. Additionally, nothing in this Section shall be interpreted as prohibiting the parties from making changes by mutual consent.

**ARTICLE 21  
Saving Clause**

If any article, paragraph or portion of this Agreement is in violation of a state or federal law, then the Agreement shall be considered as if such portion is not contained in this Agreement, and the remaining portion shall remain in full force and effect.

**ARTICLE 22  
Duration of Agreement**

This Agreement shall remain in full force and effect from the May 11, 2018 to November 7, 2021 and from year to year thereafter until either party hereto notifies the other party, in writing, not less than 60 days prior to the expiration of this Agreement of its desire to terminate or modify this Agreement on its expiration date.

The parties have executed this Agreement this 13<sup>th</sup> day of June, 2018.

For the Company:

Patty Mattesi  
John J. Wong  
Thomas C. Moore

For the Union:

Joan  
Garry Schwan  
Wayne T. Chen

**SCHEDULE I**  
**RATE PER HOUR**

<b>Wage Schedule A</b> <b>(Applicable to all Regular employees hired prior to September 26, 2014)</b>				
Effective Date	5/14/18	9/24/18	9/23/19	9/21/20
Warehouse Worker	\$20.71	\$21.06	\$21.41	\$21.76
Lift Truck Operator	\$20.71	\$21.06	\$21.41	\$21.76
Utility	\$21.11	\$21.46	\$21.81	\$22.16
Special Handler	\$20.71	\$21.06	\$21.41	\$21.76
<b>Wage Schedule B</b> <b>(Applicable to all Regular employees hired on or after September 26, 2014)</b>				
Effective Date	5/14/18	9/24/18	9/23/19	9/21/20
Warehouse Worker - 3 Years	\$15.85	\$16.25	\$16.66	\$17.08
Warehouse Worker - 2 Years	\$15.07	\$15.44	\$15.83	\$16.23
Warehouse Worker - 1 Year	\$14.27	\$14.62	\$14.99	\$15.37
Warehouse Worker - Hire	\$13.47	\$13.81	\$14.16	\$14.52
Utility	\$16.25	\$16.65	\$17.06	\$17.48

Effective on the 1<sup>st</sup> Monday following ratification of this Labor Agreement, the following shall be implemented:

- All High Rider Checkers shall become Warehouse Workers.
- Current Lift Truck Operators shall be Grandfathered and not replaced as they leave. Notwithstanding the foregoing, any employee with existing recall rights to the Lift Truck Operator job classification, shall retain those rights indefinitely and as existing Lift Truck Operators leave the Company those rights shall be honored.
- Current Special Handlers shall be Grandfathered and not replaced as they leave the Company. Special Handler work shall consist of small parcel processing, tinting, relabel/repacking, and returns processing.
- Within the Warehouse Worker job classification, the Company has the right to assign any employee to any task. Employees will be granted their preference in seniority order for assignments to tasks outside of the former Hi Rider Checker

job classification.

- Lift Truck Operator work shall consist of the full process of loading and unloading trucks, putting loads away, replenishments, and full pallet picking (to include Drums and Totes).
- Partial pallet put always are work that can be performed by both Lift Truck Operators and Warehouse Workers. The type of equipment to be utilized shall be determined by Supervision.

The Company may, at its sole discretion, hire Warehouse Workers at wage rates up to including the 3 Year Rate. The Company may also, at its sole discretion, advance employees in the wage progression at a rate faster than what is outlined above.

Shipment Compliance duties pay \$.40/hr. above job rate. Training a Probationary Employee pays \$.25/hr..above job rate. Inventory Specialist duties pay \$.75/hr. above job rate. Truck Jockey duties pay \$1.66/hr. above job rate and will be shared as equally as is possible among the qualified employees on the same shift.

## **APPENDIX I**

### **Random Drug Testing Policy**

#### **PPG Industries – Reading Bargaining Unit Employees**

##### **Program Overview**

Random testing is being initiated at the Reading Facility for bargaining unit employees effective January 1, 2015, as part of PPG's Alcohol, Drug & Other Intoxicants (ADI) policy. The objective of random testing is to ensure the safety and wellbeing of Reading employees and to provide affected employees with the opportunity for assistance and rehabilitation.

A random process will be used to determine employee selection with an annual maximum rate of 25% of the employee population being selected for testing.

PPG has contracted with a third party independent drug testing program management firm who will be responsible for drug testing and medical review services for this program.

##### **Random Selection Process**

All employees will be placed in the selection process each time a selection is made, which will be conducted on a monthly basis. It is therefore possible that one individual may be selected several times throughout the year or not at all. Only employees selected via the computerized random selection process will be placed on the testing list for that month.

The program management firm will administer the random selection process. They will utilize a statistically valid, computer generated, random number process. There will be no involvement by any PPG employee or member of PPG management in the generation of the random selection list produced by the independent medical review service. On a monthly basis, the process is as follows:

PPG provides a list of employees in each random testing pool to the program management firm.

The program management firm randomly selects employees using the assigned employee PPG Global ID number.

The number of employees chosen each month will be determined using the following formula:

No. of eligible employees x random selection rate = Number of

## Random frequency cycle employees selected

For example, a pool has 480 employees that will be tested monthly at a 25% annual rate. This equates to 10 employees per month as follows:

$$\begin{array}{l} 480 \times 25\% = 10 \text{ employees selected} \\ 12 \text{ (monthly)} \end{array}$$

The system as described above ensures that each eligible person in the "pool" has the same chance as any other person in the "pool" of being selected for random testing.

Each month an authorized company contact person will receive the list of names that have been selected for random testing. This list is to be confidential.

## Employee Notification & Reporting Requirements

### Reporting to the collection site

The selected employee will be notified to go for a random drug test immediately. Upon arrival, the employee must sign an "Intoxicant Screening Consent Form".

### Employee unavailable

If an employee who has been selected for a random test is on vacation, medical leave or away from the workplace for any reason, the selection will be kept confidential and the employee tested when he/she returns during that testing month. If the employee's name is bypassed, the reason the employee was not tested will be documented, e.g., employee did not return from leave of absence, terminated employment, etc.

### Employee refusal to test

Employees who have been selected to participate in the random testing process and who refuse to comply will be deemed to have tested positive.

## Testing Methodology and Collection

All random drug testing will be via urine sample.

Collectors must be trained on proper collection techniques before participating in this program so that the sample collected meets the laboratory's specifications.

Persons who test positive under the Random Drug Testing Policy will have all further drug testing conducted during the period of their twenty-four (24) month Rehabilitation Agreement performed utilizing a hair sample. For the purpose of clarification, this will include both unannounced periodic testing and random testing. All hair testing protocols will apply.

## **Laboratory Analysis & Medical Review**

**An independent laboratory certified by the U.S. Department of Health & Human Services will conduct all sample analysis.**

**The procedure for analysis involves a two-tiered protocol. First, screening for the drug groups listed under DOT guidelines (currently ecstasy, cocaine, opiates, marijuana metabolite, phencyclidine (PCP) and amphetamines) is conducted by immunoassay. These prohibited substances represent the most common substances of abuse and are consistent with Department of Transportation Drug Testing Guidelines. Those samples found to be positive will also be tested by either Gas Chromatography/Mass Spectrometry (GC/MS). Only samples that are positive by both the preliminary (immunoassay) method and the confirmation (GC/MS) method are reported as positive. All samples received at the laboratory are tested and stored under a strict chain of custody.**

**The Company will follow DOT guidelines regarding cut off levels and split specimens.**

**All test results are forwarded from the laboratory to the program administrator for medical review. A Medical Review Officer (MRO), a licensed physician, will review all positive tests.**

**The MRO will interview via a telephone call any employee having a positive drug test to determine if there is any legitimate medical reason for a positive drug test. If it is determined that there is a medical reason for the positive drug test, the result will be reported as negative.**

**If a drug test is determined to be positive, the authorized company contact person will receive a report indicating a positive result and the substance for which it was positive.**

**If, after five days, the MRO is unable to contact the employee who has tested positive, the result will be reported as positive. The result will state that the employee did not contact the MRO and appropriate documentation will accompany the test result. The authorized company contact person will then confidentially advise the employee they have five (5) days to provide appropriate documentation to be forwarded to the MRO for determination of a legitimate medical reason for the positive result.**

**The right to change drug screening laboratories and/or the technological methods used is reserved to the corporate Medical Director.**

### **Drug Test Reports and Confidentiality**

The final drug test results will be reported to the authorized contact person at the PPG facility only after a Medical Review Officer has interviewed an individual with a positive test except as provided above.

Appropriate measures will be taken to ensure confidentiality of test results.

### **Positive Test Results**

The first time an employee tests positive as the result of a random test, the employee will be referred to the employee assistance program and afforded the opportunity for rehabilitation upon execution of a Rehabilitation Agreement.

If an employee tests positive a second time, he/she will be subject to termination.

If an employee tests positive five or more years after a previous positive test, the provisions of this agreement applicable for a first positive test will apply.

In no event will an employee be permitted to return to work until a fitness for work is verified by an approved substance abuse professional and the employee produces a negative drug test. During the period of absence, he/she will be on unpaid leave. If the substance abuse professional concludes that the employee is unfit to return to his/her job, he/she may be eligible for accident and sickness benefits, subject to the Plan's waiting period, following such assessment and during rehabilitative treatment until an approved substance abuse professional determines that he/she is fit to return to work.

### **Employee Refusal to Test**

Employees who have been instructed to take a drug test under any of the provisions of this agreement and who refuse to comply will be deemed to have tested positive.

### **Union Notification**

The Union President will be provided a list of all bargaining unit employees who were randomly selected and tested each month following the testing of such employees

## **APPENDIX II**

### **HOURLY DISABILITY BENEFIT PLAN**

#### **Who Is Covered**

All regular full-time employees after 6 months of continuous service shall be covered under this plan. Years of continuous service for determining the amount of benefits for an employee must have been completed prior to the inception of the employee's disability.

#### **How to Claim**

To make a claim for disability benefits, disabled employees must comply with the following:

- (a) Initiate a claim with the carrier when their absence exceeds the disability plan's waiting period or when they are aware of an upcoming absence.
- (b) After initiating a claim with the carrier, notify their supervisor.
- (c) Respond timely and completely to all requests from the carrier from the claim initiation and throughout their disability period.

#### **What Is Covered**

If, while covered for these benefits, you become disabled due to an accidental injury or sickness covered by this plan, a weekly benefit is payable. You must be unable to perform all duties pertaining to your work.

Payments will be made after the waiting period. You must be under the direct care of a doctor; such care starts when the doctor examines you or you make telephone contact with the doctor and he or she later certifies that you were unable to work for the full period and for the same injury or sickness.

#### **How Much**

The following maximum benefits shall be payable to a covered employee, in accordance with the terms and conditions of the Plan; for absence from work due to non-occupational or occupational illness or injury beginning with the fourth regular work day of absence. In the event the disability shall be continuous for thirty days or more, then payment shall be made for the first three days.

**Regular Employees Hired Prior to September 26, 2014:**

Continuous Service		Amount and Duration of Benefit Payments	
At Least	But Less Than	Full Pay	Half Pay
6 months	1 year	2 weeks	2 weeks
1 year	5 years	4 weeks	4 weeks
5 years	10 years	8 weeks	8 weeks
10 years	15 years	12 weeks	12 weeks
15 years	20 years	16 weeks	16 weeks
20 years	25 years	20 weeks	20 weeks
25 years and over		26 weeks	26 weeks

**Regular Employees Hired On or After September 26, 2014:**

The maximum benefit payment applicable shall be half pay for all weeks of eligibility.

Full pay and half pay for the purpose of the Plan shall be based upon the number of hours in the scheduled workweek (not to exceed a maximum of 40 hours) at the employee's straight time rate per hour, excluding shift and other premiums.

**Benefit Payments**

Benefits will only be paid for those periods in which the employee, if he were not disabled, would have been scheduled to work. Benefits shall be payable only on the employee's regular pay date.

Benefits will not be paid for any period for which the employee receives wages from the Company. No advance payment will be made.

**Benefits payments will cease on the earliest of the following dates:**

1. the date the employee has returned to work;
2. when in the opinion of the Company, based upon competent medical advice, the employee is considered able to return to work;
3. the date you are eligible for coverage under a plan intended to replace this coverage;
4. the date the Policy is terminated;
5. the date you are no longer in an eligible class;
6. the day after the end of the period for which premiums are paid;
7. the date you are no longer in Active Service;
8. immediately upon the death of the employee;
9. the date benefits end because you did not comply with the terms and conditions of the insurance coverage.

## **Successive Periods of Disability**

A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to active work in his Regular Occupation for less than 60 days.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

## **Not Covered**

We will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane;
2. war or any act of war, whether or not declared;
3. active participation in a riot;
4. commission of a felony;
5. the revocation, restriction or non-renewal of your license, permit or certification necessary to perform the duties of your occupation unless due solely to Injury or Sickness otherwise covered by the Policy;
6. any cosmetic surgery or surgical procedure that is not Medically Necessary;

"Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. (We will pay benefits if your disability is caused by your donating an organ in a non-experimental organ transplant procedure.)

In addition, we will not pay Disability Benefits for any period of Disability during which you are incarcerated in a penal or corrections institution.

## **Receipt of Other Types of Benefits Payments**

The amount of the benefit payable to an employee in any week shall be reduced by the amount of that portion of any other benefit received by him in such week from any of the following sources:

1. any amounts received (or assumed to be received) by you or your dependents under:
  - the Canada and Quebec Pension Plans;
  - the Railroad Retirement Act;

- any local, state, provincial or federal government disability or retirement plan or law including a motor vehicle law or similar law of any non-Pennsylvania government entity to the extent it requires contracts to include "no-fault" loss of time coverage;
  - any sick leave or salary continuation plan of the Employer;
  - any benefits received from coverage subject to the mandatory part of the Pennsylvania Motor Vehicle Financial Responsibility Law.
2. any Social Security disability or retirement benefits you or any third party receive (or assumed to receive) on your own behalf or for your dependents; or which your dependents receive (or assumed to receive) because of your entitlement to such benefits.
  3. any Retirement Plan benefits funded by the Employer.
  4. any proceeds payable under any franchise or group insurance or similar plan.
  5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.
  6. Workmen's Compensation payments, except payments received for loss of, or loss of use of, a specific part of the body.
    - when any controversy exists as to the validity of any Workmen's Compensation claim, disability benefits payable shall be reduced by the equivalent of the Workmen's Compensation claimed. Any adjustment will be made when a final decision of the Workmen's Compensation claim is made.

### **Return to Work**

The physician must complete the Release to Return to Work form and return to the carrier and PPG HR Shared Services for review and determination.

### **Future of the Plan**

The Company expects to continue the Plan in effect, but necessarily reserves the right to change, amend or terminate the Plan at any time subject to the Company's collective bargaining obligations.