

Collective Agreement

Between

Snap-on Tools

Of Canada Ltd

and

United Steelworkers of America
Local 5483

Begins:
11/01/1991

Terminates:
02/28/1994

01758 (05)

CONTENTS

INDEX - ACCORDING TO SECTION

<i>SECTION</i>	
1	Purpose
2	Management Rights
3	Recognition
4	Union Security (Dues)
5	Work Stoppage
6	Regarding the Union (Union Committees)
7	Discrimination
8 8:3 - 8:5	Grievance Procedure (1) Arbitration
9	Discipline/Discharge
10 10:10 - 10:14 10:15	Seniority (A) Layoff (B) Transfers
10:16	Vacancies (Job Posting)
10:17	Terminations
11 11:2 11.3 11:4	Special Leaves of Absence (A) Bereavement (B) Pregnancy (C) Jury Work
12	Hours of Work

/Cont'd. ...

SEP 11 1992

SECTION

13	Shift Premiums
14	Overtime
15	Reporting Time
15:2	Call in Pay
16	Vacations
17	Statutory Holidays
18	Wages/Training/Job Rates
18:1 - 18:3	(A) Wages
18:4 - 18:6	(B) Probation/Training
18:7 - 18:9	(C) Job Rates
19	Health & Safety
19:6 - 19:8	(A) Personal Protective Equipment
19:9	(B) First Aid
20	Pension/Retirement
21	Group Health Benefits
22	Terms of Agreement
23:1	Letters - Miscellaneous Items
23:2	Health & Safety
	Job Classifications&
	Wage Rates
24:1	(A) Newmarket
24:2	(B) Distribution/ Service Centre

SEP 11 932

ALPHABETICAL INDEX

	<u>Section</u>
Arbitration	8:3 - 8:5
Bereavement Leave	11:2
Break Periods	12:3
Call in Pay	15:2
Discipline/Discharge	9:1 - 9:5
Discrimination	7:1 - 7:4
Grievance Committees	6:4
Grievance Procedure	8:1 - 8:2
Group Health Benefits	21:1
Health & Safety	19:1 - 19:11
Hours of Work	12:1 - 12:3
Job Rates	18:7 - 18:9
Job Classifications/Wage Rates	24
Jury Leave	11:4
Lay Off	10:10 - 10:14
Leaves of Absence	11:1 - 11:4
Letters	
- Miscellaneous	23:1
- Health & Safety	23:2
Management Rights	2:1
Overtime	14:1 - 14:5
Pension/Retirement	20:1
Personal Protective Equipment Subsidy	19:6 - 19:7
Pregnancy Leave	11:3
Probation/Training	18:4 - 18:6
Purpose of Agreement	1:1

/Cont'd.

	<u>Section</u>
Recognition of Union	3:1 - 3:4
Rehabilitation	19:4
Reporting Times	15:1
Seniority (General)	10:1 - 10:9
Seniority (Union Executive)	10:9 - A & B
Shift Rotation	10:5
Shift Premiums	13:1 - 13:3
Statutory Holidays	17:1 - 17:3
Terms of Agreement	22:1 - 22:5
Termination	10:17
Transfers	10:15
Union Committees	6:1 - 6:11
Union Dues	4:1
Union Leave	6:7
Vacancies/Job Postings	10:16
Vacations	16:1 - 16:4
Wages	18:1 - 18:3
Work Stoppage	5:1

**AGREEMENT WITH
UNITED STEELWORKERS OF AMERICA
LOCAL 5483**

THIS AGREEMENT, Made this 21st day of February, 1992, between SNAP-ON TOOLS OF CANADA LTD, a company incorporated pursuant to the provisions of the Dominion Companies Act, or its successors and/or its assigns, and/or its controlled subsidiaries, hereinafter called "The Company", party of the first part, and the UNITED STEELWORKERS OF AMERICA, hereinafter called "The Union", party of the second part.

**Section 1
PURPOSE**

- 1.1 The general purpose of the agreement is to provide mutually satisfactory relations between the Company and its employees, to create an orderly collective bargaining procedure, to prevent interruption of work and interference with the proper operation of the Company's business, including the maintenance of efficient production and the improvement of productive efficiency, to provide the means for prompt and equitable disposition of grievances and to establish the best possible wages, hours and working conditions for the employees covered by this Agreement.

**Section 2
MANAGEMENT RIGHTS**

- 2.1 The Union acknowledges that it is the exclusive function of the management of the Company (a) to maintain order, discipline and efficiency; (b) to assign and direct the work of its employees and to hire, retire, discharge, suspend, transfer, promote, demote or otherwise discipline employees for just cause, provided that a claim that an employee has been discharged, disciplined, suspended, transferred, promoted or demoted without just cause may be the subject of a grievance and dealt with as provided; (c) generally to operate and manage its business in all respects; (d) to determine the location of plants and character of products to be manufactured, the schedule of production, the processes and means of manufacture, the kinds and locations of machines and tools to be used, the control of processes of manufacturing and materials; (e) to make and alter from time to time rules and regulations of conduct and safety to be observed by the employees provided such rules and regulations are not inconsistent with the provisions of this Agreement.

Section 3
RECOGNITION

- 3:1 The Company recognizes the Union as the sole and exclusive collective bargaining agent during the term of this Agreement in respect to wages, hours and working conditions for all employees in its manufacturing plants in Ontario (including the Distribution/Service employees currently located at 150 Calder Road, Concord) with the following exceptions: Office workers, Supervisors and those above the rank of Supervisors.
- 3:2 The Company recognizes the right of the Union to designate stewards and the committee herein described to represent the employees on matters of wages, hours and working conditions, and other matters herein contained, and will instruct its staff to co-operate with the stewards and committees in carrying out the terms of this Agreement.
- 3:3 (a) Non-bargaining unit employees shall not perform any work which is normally performed by bargaining unit members except for the purpose of training, as experimental work or in the event of an emergency.
- (b) When such an occasion does arise, the Union will be notified in advance unless the bargaining unit employee is present.
- 3:4 Lead hands shall not take part in the process of discipline or the assessment of an employee.

Section 4
UNION SECURITY

- 4:1 The Company agrees to deduct from the wages of each employee of the Company covered by this Contract a sum equal to the regular weekly Union dues and initiation fees in accordance with the Constitution of the United Steelworkers of America. The Company will remit such amounts monthly by cheque, payable to the Secretary-Treasurer of the International Union and mailed to the location directed by the Toronto area office of the Union.

Section 5
WORK STOPPAGE

5:1 The Company agrees that it will not **cause** or direct any lockout of its employees and the Union agrees that there will be **no strikes** or other collective action which will stop or interfere with **production**, and that if any such collective action should **be** taken it will **instruct** its members to **carry** out the provisions of **this Agreement** and to return to **work** and perform their **duties** in the usual manner.

Section 6
REGARDING THE UNION

6:1 The Union shall be represented in its relations with the Company **by** an executive Committee of not more than three **(3)** employees, four **(4)** employees on Committee should employment **exceed** four hundred **(400)**. The Committee will represent the Union on any matter which properly **arises** from time to time during the **term** of **this Agreement**. A representative of the district **office** of the Union may participate in such negotiations if **requested** to do so by either party. The Union will co-operate in the administration of **this Agreement**.

6:2 Employees shall not be eligible to **serve** as stewards or committee members for the administration of **this Agreement** until they have become **permanent** employees.

6:3 The Union will supply the Company with a list of its officers, committee members and stewards, and will notify the Company promptly of any changes in such list.

6:4 There shall be a Grievance Committee at each site **composed** of two **(2)** stewards from that site and the Union President. Stewards and members of the Grievance Committee shall **after** making suitable arrangements with their **supervisors**, be granted reasonable and **necessary** time away from their work to assist in investigation and adjusting grievances. Grievance meetings will be scheduled on work days between 7:30 a.m. and 3:30 p.m. Grievance Committee members or stewards shall be **paid** for time spent in investigating and adjusting grievances at their regular hourly rate. The maximum number of stewards will be three plus one for each additional group of twenty **(20)** employees on the seniority list over the count of **sixty (60)**.

6:5 The Company will make available at both sites a bulletin board. Such bulletin boards are for the convenience of the Union and shall be placed in a mutually satisfactory location. Any material posted on the bulletin board is to be **stamped** approved and initialled by a designated **Union** Officer.

- 6:6 Officers or representatives of the Union shall, upon request of the Union, be admitted to the plant by the Company during working hours, with the consent of the management, for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances.
- 6:7 The Company shall grant a leave of absence without pay for scheduled Union events, such as conventions and seminars, provided that the Union supplies one (1) week notice; no more than three (3) employees are away at any one time; and the total of such time does not exceed fifty-five (55) days per contract year.
- 6:8 (a) The Company agrees to recognize and deal with the Union negotiating committee, consisting of the local Union President, plus three (3) members elected at large by the membership and one additional member from each location of the Company where the Union represents employees, other than the location where the Union President is located, along, with representatives of the International Union.
- (b) The Union negotiating committee shall be assigned to day work during negotiations.
- 6:9 Union officers will be paged when necessary; are making calls during the use of a telephone. The Company will make available at both sites a filing cabinet for the use of a telephone.
- 6:10 Any employee elected or appointed to a full time position in the jurisdiction of the United Steel Workers of America, may, upon written request from the District Director of the International Union, be granted a leave of absence without pay for a stated duration not to exceed one year. No more than two leaves per year may be granted.

Such leave may only be extended with the written mutual agreement of the International Union and the Company.

Applications for leave or extension of leave must be presented to the Company to provide as much notice as possible.

An employee on such leave will accumulate seniority and pension credits. All other employee benefits will cease with commencement of the leave. Group health care benefits may be maintained provided the union remits the required premiums in advance of the billing date. Any overpayment on behalf of the Union that may occur upon a return to regular duties will be refunded on a direct pro rata basis.

- 6:11 The Company agrees to continue the pay of any employee, absent from work on Union business, which is not paid for by the Company ~~as~~ provided for elsewhere in this Agreement and the Union shall reimburse the Company for such wage payments, including all payroll taxes and vacation charges, upon receipt of a monthly statement from the Company.

Section 7
DISCRIMINATION

- 7:1 The provisions of this Agreement shall be applied to all employees without discrimination on account of age, ~~sex~~, race, ~~colour~~, or on account of nationality, religious or political belief or affiliations.
- 7:2 The Company agrees that there will ~~be~~ no discrimination, ~~restraint~~ or coercion exercised or practised by it or any of its representatives with respect to any employee because of his or her membership in, or ~~connection~~ with the Union.
- 7:3 The Union ~~agrees~~ that its officers, agents and members will not coerce non members or solicit Union membership nor engage in any Union business not authorized in the Agreement during working hours.
- 7:4 The Company will not tolerate any Sexual Harassment on the ~~part~~ of any employee (hourly or salaried) and will take appropriate disciplinary action should anyone engage in any such conduct.

Section 8
GRIEVANCE PROCEDURE

- 8:1 It is the mutual desire of the parties hereto that complaints of employees and grievances by either party shall be adjusted as quickly as possible.
- Any question or complaint by ~~an~~ employee must first be discussed with the employee's immediate supervisor and it is understood that an employee ~~has~~ no grievance until the supervisor ~~has~~ had an opportunity to adjust the complaint. The employee may elect to be accompanied by a Union steward for such a meeting.
- 8:2 If such complaint or question is not settled to the satisfaction of the employee concerned before the end of the next working day or within such longer ~~period~~ as may be mutually ~~agreed~~ upon at that time, then the following steps of the grievance procedure may ~~be~~ invoked in the following order:

Newmarket Manufacturing

Step No. 1--A ~~written~~ grievance shall be presented to the supervisor by the steward in the presence ~~of~~ the employee within two (2) working days. After such discussion ~~as is necessary~~, the supervisor of Human Resources shall, within two working days, state the decision, in writing, to the steward.

Step No. 2--If the decision in Step 1 is ~~unsatisfactory~~ to the employee the grievance may then be submitted within two (2) working days to the next level of management above the immediate supervisor. Upon receipt of the grievance at this level, a meeting will be held within five (5) working days with the grievance committee and the aggrieved employee. A written reply will be given to the Union within ~~three~~(3) working days after this meeting.

Step No. 3--If the decision in Step 2 is unsatisfactory to the employee, the grievance may then be submitted within two (2) working days to the executive responsible for the manufacturing operation.

This executive upon receipt of the grievance will hold a meeting with the grievance committee within five (5) working days of receipt of the *written* grievance. A staff representative of the United Steelworkers of America may be present at this meeting.

A written reply will be given to the Union within five (5) working days after the meeting.

Step No. 4--If the decision in Step 3 is unsatisfactory to the employee, the Union may submit the grievance for arbitration.

Distribution/Service

Step No. 1--A written grievance shall be ~~presented~~ to the supervisor by the aggrieved employee within two (2) working days. The aggrieved employee may have a Steward present. After such discussion ~~as is necessary~~, the supervisor shall, within two (2) working days, ~~state~~ the decision, in writing, to the employee with a copy to the Steward.

Step No. 2--If the decision in Step 1 is unsatisfactory to the employee, the grievance may be submitted within two (2) working days to the Distribution/Service Manager. Upon receipt of the grievance, a meeting will be held within five (5) working days with the aggrieved employee, the Distribution Service Manager, the Grievance Committee, - Distribution/Service Centre, and a representative of Human Resources. A staff representative of the United Steelworkers of America may be present at this meeting. A written response will be given to the aggrieved employee and Steward within five (5) working days after the meeting.

Step No. 3--If the decision in Step 2 is unsatisfactory to the employee, the Union may submit the grievance for arbitration.

ARBITRATION

8:3 If arbitration is to be invoked, the request for arbitration must be made within thirty (30) days after the Company has given its answer in writing to the Union. Each party shall designate a representative to meet within 7 days. Failing settlement of the grievance they shall attempt to select, by agreement, an arbitrator. If they are unable to agree on the appointment of an arbitrator within a further period of twenty-four hours, they may then request the Minister of Labour for Ontario to appoint an arbitrator.

The decision of the arbitrator shall be final and binding upon both parties. Expenses and compensation of the arbitrator shall be borne equally by the parties. The arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement nor to alter, modify, amend or supplement any part of this Agreement.

8:4 No grievance shall be filed in respect of a matter which has occurred more than fifteen (15) working days previous to the date of such proposed grievance filing. Time limits in the grievance procedure may only be extended by mutual consent.

8:5 No proceedings under this Agreement are invalid by reason of any defect of form.

section 9
DISCIPLINE/DISCHARGE

- 9:1 For the purpose of applying discipline, previous disciplinary actions will not **be taken** into account after a two (2) year period.
- 9:2 A claim by an employee of **unjust** "discharge or suspension" shall **be treated as** a grievance **if written** statement of said grievance is **lodged** with the Human Resource Manager **within** five (5) working days after discharge. A Union steward **will be** notified when an employee with seniority is discharged and permission **will be granted** such an employee to interview a **Union** steward **before** leaving the plant. In all cases of discharge **Step 1** of the grievance procedure **will be eliminated**.
- 9:3 In determining any grievance arising out of discharge or other discipline, the Arbitrator may dispose of the claim by **affirming** the Company's action and dismissing the grievance or by **setting aside** the disciplinary **action** involved and **restoring** the griever to **his or** her former position with or without compensation or in such other manner **as** may in the **opinion** of the Arbitrator **be** justified but shall not modify or amend any **part of** this Agreement nor make any decision inconsistent with the provisions thereof.
- 9:4 An employee whom the Company suspends or discharges or whom it **contends** **has** lost their seniority **under** Section 10.16 shall **be retained at** or returned to active work **until** any **grievance** contesting such suspension, discharge or break in **service question is** finally resolved through the grievance and arbitration **procedure**.

However, the employee may **be** removed from active work (**without** pay) until the resolution of the grievance protesting the suspension or discharge if the **alleged cause** for suspension, discharge or termination **presents a danger to** the safety of **employees or** equipment in the plant, or due to fighting, theft, intoxication, or refusal to **perform** their assigned work

Any grievance involving employees who are **retained at work** under this provision **will** be handled subject to Section 45 of the Ontario Labour Relations Act **unless** the Union **Staff** Representative and the Manager of Human **Resources** mutually **agree** otherwise. If the arbitrator upholds the suspension or discharge or break in service under Section 10.16 of an employee retained at work, the penalty shall **be** instituted after receipt of the arbitration decision.

The above references to suspension, discharges and **terminations** are examples and are not intended to **be** all-inclusive but indicate how various types of issues will **be** handled.

- 9.5 The Union shall receive a written copy of all disciplinary **written** warnings, suspensions, and discharges.

Section 10
SENIORITY

10:1 The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore **agreed** that in **all cases** of vacancy, promotion, transfer, lay-off and recall after lay-off, senior employees shall be entitled to preference.

In recognition however, of the responsibility of the management for the efficient operation of the plant, it is understood and **agreed** that in **all cases** management shall have the right to **pass** over an employee who does not have the ability or physical fitness to perform the work.

10:2 Employees shall be considered to be on probation and **will not be** placed on the seniority list **until** they have worked for a total of forty-five (45) days for the Company within a **period** of four (4) months. Upon **successful** completion of the probation period, the seniority date shall be back dated forty-five (45) working days.

10:3 A listing of employees by seniority will be supplied to the Union quarterly. Such listings shall include the following information: Employee's name, payroll number, classification, ~~rate~~ of pay and date of hire.

10:4 Employees, who complete their probationary employment including any extension thereof, will qualify for the following **benefits**, provided however that they qualify under the other provisions of the **contract**: --

- (a) Payment for any holidays, described in **17.1** which fell **within** the **period** of their employment
- (b) Bereavement Pay **as** in clause 11.2
- (c) Safety Equipment **as** in clause 19.6
- (d) Jury Duty **as** defined in **Section 11:4**

10:5 In any classification, an employee who has completed the probationary **period** and is working on a multiple **shift** job, shall have the right to swing shifts every two (2) weeks with his or her counterpart on the opposite **shift**. However, the Company shall have the right to assign a trainee to a steady **shift** for a period of up to thirty (30) working days. The Company shall give employees one (1) weeks notice of **shift** change except when prevented by operating circumstances beyond the control of the Company.

10:6 The Union president will be assigned to the day shift. In the absence of the president for five (5) days or more, the vice-president will be assigned to the day shift.

10:7 An employee who has been transferred out of the bargaining unit and subsequently is transferred back to the bargaining unit for any legitimate reason will retain their bargaining unit seniority for ninety (90) days and during that period they may return or be returned to the unit without loss of seniority. After the ninety (90) day period, all bargaining unit seniority will be terminated.

Such an employee shall be assigned to a suitable opening which may not necessarily be the position held prior to the transfer from the bargaining unit.

10:8 The Company acknowledges that employee's complaints with respect to their position on the seniority list if not satisfactorily adjusted shall be treated as a grievance.

10:9 (a) Members of the Union Executive Board (namely President, Vice-president, Financial Secretary, Recording Secretary, Treasurer and Grievance Committee), consisting of not more than five (5) members including the President), shall, during their tenure in office, hold preferential seniority to enable them to maintain their employment under Section 10:11 thereof, in case of layoff.

(b) The Plant Chairperson shall also hold preferential seniority at the Company location he or she is representing, in case of layoff.

LAYOFF

10:10 Subject to the Ontario Employment Standards Act and its pertinent Regulations, the Company shall give to its employees and the Union, at least five (5) working days' notice of impending lay-off of more than two (2) working days, unless factors beyond the control of the Company make it impossible to do so. Copies of notice of lay-off and recall shall be delivered to the Union President or the President's delegate.

10:11 Where it is necessary to reduce the work force, seniority will be the guiding factor so long as it does not prevent the Company from maintaining a work force of employees who are qualified and willing to do the work which is available.

An employee lacking work in his or her classification may displace an employee with less seniority if a transfer can be made in accordance with the following procedures:

1. The classification is one which the employee has previously performed satisfactorily or the employee is otherwise fully qualified;

OR

2. The employee may displace a junior employee in the classifications of:
 - (1) Final Assembly
 - (2) operate Only
 - (3) General Labour
 - (4) Warehouse or Service Attendant

Any displacement option must be elected within 5 days of notification of layoff.

All transfers are conditional upon demonstrated satisfactory job performance during a trial period of five (5) days. This period may be modified by Company/Union agreement. Only one such displacement shall be exercised in connection with each layoff. In the event of inadequate performance, the transferred employee shall be laid off until work which he or she is competent to perform is available and the employee displaced shall be recalled.

Transfers and layoffs in accordance with Section 10.11 shall be discussed in advance with the Chief Steward of the Union.

Section 10.11 shall not apply to recalled employees filling a temporary job, i.e., a job lasting thirty (30) days or less, or a job caused by an approved leave of absence.

10:12

- (a) In the event an employee is notified of his or her pending layoff, the employee may elect to waive his or her seniority rights to claim other work and take layoff.
- (b) An employee making such an election shall be required to sign a "Waiver of Seniority" form stating he or she accepts layoff and only wishes to be recalled for work in the job Classification held by the employee at the time of layoff.

- (c) The Company shall then only be obligated to recall such employee when work becomes available in such Job Classification and the employee has the seniority to claim the vacant job.

10:13

- (a) Employees who **are** laid off will **be** retained **on** the Company's seniority list for a **period equal** to the employee's full months of service with the Company, up to a maximum of twenty-four (24) months. This clause shall not apply to probationary employees.
- (b) Employees on recall will be notified by a registered letter sent to the most current address on the Human Resource record. Employees must notify the Company within twenty-four (24) hours **as** to whether or not they intend to return. They have five (5) days from the date of recall within which to **report** back to work. These provisions may be waived where, in the opinion of the Company and in agreement with the Union, the employee should be given a further period of time because of special circumstances.
- (c) **On** a recall to their permanent classification, failure to comply with these time limits will result in the employee's name being removed from the seniority list and forfeiture of any claim to future re-employment.
- (d) Employees must keep the Company informed as to their current residence and telephone number.

10:14

New employees will not be hired until all employees on the recall list, who have the required ability and skill, have been offered the open job.

TRANSFERS

10:15

- (a) Should it be **necessary** to transfer an employee from one department to another due to lack of work, for up to three (3) working days, senior employees will be entitled to preference to remain in their department should there be work remaining to **perform**.
- (b) Employees transferred because of lack of work may not elect layoff during the three (3) day period.
- (c) Should **no** alternate work be offered, employees affected may exercise their seniority rights to displace employees with less seniority, where no lack of work exists, failing this, to any other location of the Company covered by this Collective Agreement commencing with probationary employees.

VACANCIES (JOB POSTING)

10:16 Where vacancies occur or are about to occur within the bargaining unit, such vacancies shall be posted on the Site Bulletin Boards for three (3) working days. Candidates for the job will make application in writing to the Manager - Human Resources whose name appears on the job posting (retaining a copy for themselves).

Where an employee is absent for a legitimate reason, a shop steward or union official may apply to a job posting on the employee's behalf, providing such employee will be available for interview within seven (7) working days of the posting and will be available to fill the position, if accepted, when required by the Company.

Applicants for the job will be interviewed by the Company, in order of seniority, until the vacancy is filled.

The name(s) of the successful applicant(s) shall be posted on the Bulletin Boards within eight (8) working days of the date the job was posted.

A posting procedure shall not apply in the following circumstances:

1. An emergency vacancy.
2. A temporary job - (a temporary job is one which is expected to be of 30 days or less duration).
3. A vacancy caused by a leave of absence due to pregnancy as provided by section 11:3.

An employee applying for and being accepted by the Company for transfer to the posted job, may request within a period of five (5) working days, a transfer back to the job from which the transfer occurred.

The Company is not required to consider an application for job transfer, if the applicant has transferred jobs through the posting procedure during the preceding three (3) month period, except that in the case of a new classification all employees shall be eligible to apply.

Notwithstanding the foregoing, if the new classification is merely the reclassification of an existing job, the incumbent will have priority over others who may wish to apply.

TERMINATION

10:17

The seniority and/or employment of an employee shall terminate if:

(1) The employee is discharged or **quits, provided** such employee is not **reinstated** pursuant to the discharge or grievance procedure herein **set** forth.

(2) The employee is off the payroll **for** a longer period of time than **his** or her appropriate seniority list retention time **as set** forth (see **Section** 10.13 above) **unless by** reason of leave of absence, granted in **writing** by the Company or due to illness.

(3a) **An** employee **was** absent for **three** (3) consecutive working days without notice to the Company, i.e. to the immediate Supervisor, Timekeeper or Human **Resources** Department, **unless** a satisfactory reason **is** provided and supported by appropriate documentation.

(3b) **An** employee is absent for three (3) consecutive **working** days beyond that date given **previously** by the employee for a **return to work**, without additional notice to the Company that an extension to the absence would be required **unless** a satisfactory **reason for** failure to do **so** is provided and supported by appropriate documentation.

(4) **An** employee overstays a leave of absence granted by the Management without **securing** an extension of such leave **unless** a satisfactory **reason** **for** failure to do **so** is provided and supported by appropriate documentation.

Section 11

SPECIAL LEAVES OF ABSENCE

11:1 The Company will grant up to thirty (30) days leave of absence for legitimate **reasons**. The period may be extended for up to **sixty** (60) days by agreement of the Company and the **Union**. In **the** event of an extended leave beyond thirty (30) days, the employee may by mutual agreement be **permitted to return** to the job held at the commencement of the leave. Any employee **who** is absent with such **written** permission shall not be considered to be laid off and seniority shall continue to accumulate during the absence.

11:2 Bereavement

In the event of death in the immediate family (i.e., parents, step-parents, children, siblings, **spouse**, **spouse's** parent, grandparents, grandchildren), the Company will grant up to three (3) days leave of absence with pay at the employee's base rate.

The eligible days for payment shall commence with the day of death and shall end the day following the funeral and such days must be days which the employee was scheduled to work but for bereavement.

11:3 **Pregnancy**

In cases of pregnancy, employees shall be granted a leave of absence without pay upon entering the sixth month of pregnancy and continuing up to three (3) months following delivery. The company agrees that it will extend such period of leave either before or after delivery upon receipt of medical evidence supporting the need for such additional leave. Seniority will continue to accumulate during such leave. All group health benefits shall be maintained during such leave, in accordance with current legislation. The employee shall be returned to their former position or provided with alternative work of a comparable nature at not less than her wages at the time her L.O.A. began.

11:4 **Jury Duty**

The Company will pay the employee the difference between his or her base rate for the regularly scheduled shift and the amount received from the Court for Jury Duty.

The employee shall give the Company as much prior notice of his or her selection for Jury Duty as is possible and shall furnish evidence satisfactory to the Company that Jury Duty service was performed on the days for which payment is claimed.

Time spent as a subpoenaed witness will not count as time lost only for the administration of the attendance policy.

**Section 12
HOURS OF WORK**

- 12:1 The standard work week shall be forty (40) hours per week, eight (8) hours per day, five (5) days per week, from Monday through Friday. This does not guarantee these hours of work or any others.
- 12:2 The regular schedule of hours for each Department shall be discussed by the Company and the Union Committee. The Company shall issue to the Union a schedule of hours of work for each Department.
- 12:3 Each employee shall be entitled during a standard work day, to a twenty (20) minute paid lunch break and one ten (10) minute rest period. Such breaks may be staggered.

Section 13
SHIFT PREMIUMS

- 13:1 Any ~~shift~~ that commences two and one-half (2-1/2) hours after the commencement ~~of~~ the regular ~~shift~~ shall be subject to the ~~shift~~ premium of the following regular ~~shift~~.
- 13:2 A bonus of .35 (thirty-fivecents) per hour worked shall be paid for the second shift and .45 (forty five cents) ~~per~~ hour worked for the third ~~shift~~.
- 13:3 ~~Shift~~ premiums shall be paid ~~to~~ an employee working on overtime providing his or her regular shift is a premium ~~shift~~. Such premium ~~shall~~ be a straight time ~~add-on~~.

Section 14
OVERTIME

- 14:1 The Company shall notify the employee one (1) day in advance when overtime beyond the regular ~~shift~~ is ~~to~~ be worked. Employees shall have the right to refuse a request ~~to~~ work overtime. The failure of an employee to appear for overtime work, after accepting an overtime assignment, lacking reasonable ~~cause~~ shall be grounds for disciplinary action.

Overtime shall be shared ~~as~~ equally ~~as~~ possible over a thirty (30) day ~~period~~, among the employees normally performing the Job to be done. Overtime hours ~~missed~~ due to absenteeism, or refused, shall count ~~as~~ hours worked for purposes of this clause

- 14:2 Any work ~~performed~~ on one of the holidays listed in Section 17 ~~or~~ on any day observed for these holidays, ~~will~~ be considered overtime work
- 14:3 The Company will pay ~~time~~ and one-half (1-1/2) for all hours worked over eight (8) ~~in~~ any single day, Monday ~~to~~ Friday, and ~~on~~ Saturday, and shall pay double (2) time for all hours worked on Sunday, plant holidays and over twelve (12) hours in any one day
- 14:4 Overtime premiums shall be calculated at the straight time rate
- 14:5 When overtime of one (1) hour or more is scheduled a paid ~~ten~~ (10) minute rest ~~period~~ will be ~~granted~~

When overtime of more ~~than~~ two and one-half (2-1/2) hours is scheduled ~~an~~ additional paid ~~ten~~ (10) minute rest period will be ~~granted~~ upon completion of two and one-half (2-1/2) ~~hours~~ of overtime work

Section 15
REPORTING TIME

- 15:1 Employees reporting for work, **unless** previously notified not to report, shall be given a minimum of four (4) hours work or four (4) hours pay at their regular hourly rate. This payment shall not apply in cases of emergency shutdown arising from conditions beyond the Company's control. In such cases the Company shall have thirty (30) minutes to assess the situation and if the employee is sent home within thirty (30) minutes of his normal starting time, no payment will be made. However, if the employee is sent home after thirty (30) minutes, he or she will receive no less than four (4) hours pay at his or her hourly rate.
- 15:2 **Call-in Pay**
An employee scheduled to report for special purposes or responding to an emergency call-in will be paid either a minimum of four (4) hours pay at the rate for the job or the actual hours spent at the applicable overtime rate, whichever is greater.
- 15:3 The preceding clauses (15.1 and 15.2) will not apply in the case of disciplinary action **resulting** in the suspension of an employee for **just cause**.

Section 16
VACATIONS

- 16:1 Employees with less than one (1) year of continuous service shall receive vacation allowances according to the Employment Standards Act, **and** its pertinent Regulations.
- One (1) year but less than five(5) years of service: two (2) weeks vacation allowance at 4% of earnings.
- Five (5) years but less than twelve (12) years of service: three (3) weeks vacation allowance at 6% of earnings.
- Twelve (12) years but less than twenty-two (22) years of service: four (4) weeks vacation allowance at 8% of earnings.
- Twenty-two (22) or more years of service: five (5) ~~weeks~~ vacation allowance at 10% of earnings.
- "Reconstructed Earnings" for all absence due to occupational injury and for absence due to verified incapacitating personal illness not to exceed thirteen (13) weeks during the twelve month period shall be added to the worked earnings for purposes of computing vacation pay.

- 16:2 (a) Vacation pay for each week of vacation entitlement shall be based on the calculation period of July 1 of the previous year to June 30 of the current vacation year.
- (b) Vacation entitlement shall be computed on the basis of the calendar year in which the service anniversary takes place.
- (c) Effective July 1, 1992 and thereafter, the vacation year shall be from July 1 to June 30 of the following year. All employees shall be required by the Company to complete his or her vacation entitlement prior to the June 30 date.
- (d) Upon the request of the employee, he or she shall be entitled to receive his or her full vacation pay for the vacation year on the first payday following July 1, otherwise vacation pay shall be paid to employees on their regular payday prior to the week(s) vacation is to be taken.
- 16:3 A vacation schedule will be posted by department and employees will be advised as to what restrictions apply, e.g., how many employees may be away at any given time, periods in which no employees may be away, etc. Employees must make their vacation choice by a published date and seniority will be the deciding factor where a conflict of dates occurs between employees.
- 16:4 If an employee is hospitalized for a period of three days or more during a vacation period, the employee will be considered as having been on sick leave during that period and may re-schedule vacation equivalent to the working days lost due to hospitalization provided medical documentation is provided, if requested by the Company.

Section 17 STATUTORY HOLIDAYS

- 17:1 The following holidays will be observed:

New Year's Day
Good Friday
Victoria Day
Dominion Day (Canada Day)
Simcoe Day (Civic Holiday)
Labour Day
Thanksgiving Day
The Day Before Christmas
Christmas Day
Boxing Day
The Day Before New Year's Day
*Floating Holiday

*The floating holiday will be observed during the Christmas to New Year's shutdown.

17:2 The Company will pay eligible employees one day's pay for such holidays without requiring the employee to render service **on** that day, provided the employee works his or her last schedule **shift** prior to, and his or her first scheduled shift after such holiday. **In the application of this provision the Company may excuse an absence due to circumstances beyond the employee's control or, as provided hereinafter, authorize an absence for personal reasons** upon either the day prior and/or the day subsequent. **An absence for personal reasons will only be authorized if such absence will not interfere with production and the request has been filed in writing with the Human Resource Manager not less than ten (10) calendar days prior to the holiday. Leave of absence will not be construed as worked time for the purpose of this clause, except when so authorized by Management.**

An employee who is absent on either or both of the qualifying days without permission of management shall have deducted from his holiday pay an amount equivalent to the accumulated time lost from the standard hours of the qualifying days.

17:3 The aforementioned pay will be calculated **on** the basis of the employee's hourly **rate**.

Section 18 **WAGES/TRAINING/JOB RATES**

Wages

18:1 Attached hereto and forming part of **this Agreement are** job classifications and wage rates for the Newmarket Manufacturing facility and the Distribution/Service Centre.

18:2 Pay cheques will be **distributed** during the employees' **regular working hours on** Thursdays except during a shortened work week, **as** a result of a holiday Monday or where circumstances **beyond the control** of the Company make such a provision unreasonably difficult.

18:3 Employees transferred to other than their regular assigned work shall immediately take the **rate of** the job to which they are assigned. However, if the transfer is a temporary one for three (3) days or less, the employee shall receive the rate of the **position** to which they **are** transferred or their regular **position**, whichever is greater. Should a transfer extend beyond three (3) days, the employee would receive the rate of the job, unless the transfer is for the convenience of **the** Company, in which case the employee would still receive the greater of the two **(2) rates**.

18:4 Probation/Training

A Probationary employee shall be paid not less than 90% of the job rate and shall be increased from his or her starting rate in such classification to the maximum of such classification within the probation period.

The Company may anticipate an automatic increase schedule by starting experienced new employees above the beginning rate ~~in~~ by more rapid progression.

18:5 The Company and the Union agree that special wage rates and rules will be negotiated for trainees or apprentices when such classifications are established.

18:6 When a job calls for a Government certificate the Company will reimburse the employee for the fee and time spent in examination to acquire the certificate.

Job Rates

18:7 The company agrees that when a standard rate has been permanently established the standard rate may not be altered unless Management makes a change in machines, tooling, methods or material which affects the standard rate by 5% or more except that the standard rate may also be changed by mutual agreement between the Company and the Union.

18:8 With the effective date of this Agreement, where there is a dispute concerning a standard rate or a change in a standard rate, for the job as per Section 18.7, the Union will be afforded the opportunity to review the data used by the Company to develop the standard rate and to review the job in order to determine the appropriateness of the standard rate.

18:9 In the case of a dispute concerning a new rate on a new job or on a job where a method change has caused a change in an existing rate of greater than 5%, the following will apply:

- (i) The average of the two rates so determined by the Company's and the Union's time study analysis will apply for the run.
- (ii) For the next run, the Company may:
 - (a) agree to the median rate
 - (b) apply its initially determined rate
 - (c) have the job restudied and apply the rate so determined

In the case of a dispute concerning a one time only run or where temporary adjustments have been made to an existing rate to allow for non-standard conditions, the following will apply:

- (i) If the difference in the two rates is less than 10%, the median of the two rates will be applied. If the difference in the two rates is **greater** than 10%, only a 5% adjustment will be made.

In any case, where a dispute **exists**, if the employee(s) remains dissatisfied with the rate, a grievance may be filed.

Any rate established under these provisions will apply retroactively to the **beginning** of the run.

In the event of a grievance concerning the determination of a rate, the **grievance** would follow the prescribed steps under **Section 8**. If the grievance is not resolved to the satisfaction of all parties at Step 2, a consultant will be employed to determine the rate.

If a Consultant is employed to determine the rate, the Company and Union will **alternate** in providing the consultant, including payment of expenses.

Section 19 HEALTH AND SAFETY

19:1 There shall be a Health & Safety Committee in the Manufacturing and in the Distribution/Service facility.

These committees shall consist of representatives of the **Union** and representatives of Management.

It shall be the duty of these Committees to meet and devise ways and means of eliminating hazards and to formulate policies which shall make for the **safe** operation of these facilities. The Company and the Union are to notify each other of the names of the representatives to act on these committees.

19:2 The Company will make provisions for the safety and health of employees during the hours of their employment, according to standards set by government regulations.

19:3 When an employee injured on the job is deemed to be unable to perform work after examination and treatment, he or she shall be paid for the balance of the standard shift at his or her regular hourly rate.

19:4 In the case of employees sustaining injury at work or becoming affected by an occupational disease during the course of their employment, and physically handicapped as a result thereof, every effort will be made to give such suitable employment by the Company as is available.

Every effort will also be made to provide suitable employment for women not able to perform their regular duties as a result of conditions resulting from their pregnancy.

19:5 It is understood that when required, the employee has the right to choose the treating physician.

19:6 Personal Protective Equipment

(a) Where the requirements of the job necessitates the use of special equipment or non-standard clothes, e.g., safety rubber boots, rubber aprons, and gloves, such equipment shall be provided by the Company free of charge.

(b) Safety Shoes

The wearing of Canadian Standards Association approved safety shoes is mandatory for all manufacturing and distribution services areas.

The Company will subsidize the cost as follows:

Subsidy per employee per 12-month period - \$70.00

(c) Safety Glasses

The wearing of Canadian Standards Association approved safety glasses is mandatory in all areas of manufacturing and service repair.

(i) The Company will provide one (1) pair of piano safety glasses, once per year. Damaged glasses will be replaced by the Company provided the damaged item is returned to the Company.

(ii) The Company will subsidize the cost of prescription safety glasses provided such lenses and frames are CSA approved.

Subsidy per year - \$80.00

Damaged glasses will be repaired or replaced by the Company at the stated subsidy level, provided the damaged item is returned to the Company with the request for replacement.

- 19:7 The Company will pay the cost of a uniform cleaning service for Maintenance and Strip Tank Employees and the Paint Line/Waste Treatment Attendant(s).
- 19:8 The Company will provide each new employee with a copy of the Occupational Health & Safety Act.
- 19:9 First Aid
The Company will pay for the cost of The St. John's Ambulance Certificate.
- 19:10 During the WHMIS training of new employees (student, temporary or regular) the Company will make available a Union Health & Safety Representative to explain basic areas of the O.H.S. Act.
- 19:11 The site Chairperson of the Union Health & Safety Committee or in their absence, the Facility Chairperson shall be notified when a member of a Government Agency visits the work place on matters pertaining to Health & Safety. This representative or their designate shall have the right to accompany the said official during their visit or investigation.

Section 20
PENSION/RETIREMENT

- 20:1 The Company agrees to continue to provide the non-contributory pension plan.
- The monthly benefit will be equal to years of service (past and future) to a maximum of thirty-eight (38) years times the following.

EFFECTIVE March 1, 1992
\$19.00 per month

Employees will normally retire at age 65. An employee wishing to continue beyond this normal retirement age may do so by mutual agreement between the Company and the employee. Such continued employment will be subject to review every six months.

When employment is continued beyond normal retirement age, monthly benefits will continue to accrue up to thirtyeight (38) years of service.

Section 21
GROUPHEALTH BENEFITS

21:1 ~~The~~ Company will provide the **following** insurance coverage at no cost to employees who qualify under ~~the~~ terms of the plans.

1. Life Insurance and Accidental Death & Dismemberment

March 1, 1992

November 1, 1992

\$17,000

\$17,500

2. Accident and Sickness ~~weekly~~ Indemnity Benefit

Payment of two-thirds (2/3) average weekly earnings up to U.I.C. maximum weekly benefit commencing with first day of accident or hospitalization and **fourth** (4th) day of illness. Benefit duration is for a maximum of ~~twenty-six~~(26) weeks.

3. Major Medical

Coverage for expenses as outlined in the "Group Insurance ~~program~~: information booklet for hourly employees.

- a) Hospitalization - Semi Private Room and Board. 100% payment of the initial \$300 of approved charges plus 90% payment of approved **charges** thereafter.
- b) Extended Care - Services and Supplies. 90% payment of approved charges **after** a cash deductible of \$10.00 a year per individual, of \$20.00 a year **per** family.
- c) **Prescription Drugs**
100% payment of approved charges.

4. Dental Plan

Payment of 100% dental **charges** for approved preventative denture, periodontal, endodontal and surgical **services**.

Effective March 1, 1992

Dental Maximum - \$1,250.00 **per** family member.

Effective March 1, 1992

Payment according to 1991 O.D.A. fee guide level.

Effective Jan. 1, 1993

Payment according to 1992 O.D.A. fee guide level.

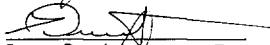
Section 22
TERMS OF AGREEMENT

- 22:1 This Agreement shall become effective on the 1st day of ~~November, 1991~~ A.D., and shall continue in effect up to and including the 28th day of ~~February, 1994~~ A.D.
- 22:2 Either Party desiring to renew or amend this Agreement may give notice in writing of its intention during the last ninety (90) days of its operations.
- 22:3 If notice of the intention to renew or amend is given by either party pursuant to the provisions of the preceding paragraph, such negotiations shall commence not later than fifteen (15) days after such notice or as soon thereafter as is mutually agreed.
- 22:4 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendments of the Agreement prior to the current expiration date, the Agreement shall continue in effect in accordance with the terms of the Ontario Labour Relations Act.
- 22:5 The Company and the Union agree that clauses in this Contract may be changed by mutual consent.

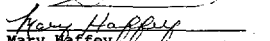
Duly Executed by the Parties hereto this 21st day of February, 1992, A.D.

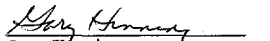
SIGNED ON BEHALF OF THE
COMPANY

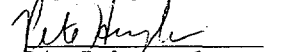

Cal Balcom

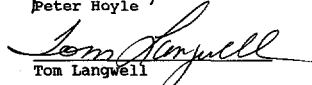

Larry Durst


Simon Frankfurter


Mary Haffey



Gary Henning

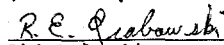

Peter Hoyle


Tom Langwell

SIGNED ON BEHALF OF THE
UNION

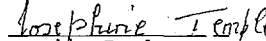

Dennis Danbrook

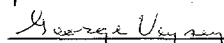

John Fitzpatrick


Rick Grabewski


Irene George


Hugh Temple


Josephine Temple


George Veysey

SECTION 23:1

January 25, 1990

Resident
Local 5483
United Steelworkers of America

This letter will serve to confirm the company's support for the role of the Joint Health & Safety Committees. In so doing Management will ensure regular attendance of its members and where two or more committee members indicate dissatisfaction with the Company's response to safety issues agreed upon by the Committee, a written response will be requested of the Manager responsible for the facility. Such response will address what actions will be taken with appropriate justification and target dates for such action.

Yours truly,

SNAP-ON TOOLS OF CANADA LTD

Simon Frankruyer
Plant Manager

SECTION 23:2

President
Local 5483
United Steelworkers of America

Dear Sir:

This letter will serve to confirm:

1. That it is the **Company's** intention to maintain an orientation program for new employees. In this program the Company will provide for the involvement of **a union official** for the purpose of explaining the **Unions'** role in **administering** the collective agreement.
2. That the **Company will take** the appropriate **steps** to ensure compliance with the provisions of the **second** paragraph of Article 14.1 which **requires** the Company to **allocate overtime as equally as possible** over a **thirty (30)** day period **among** the employees normally performing the job to be done.
3. **Our** discussion during **contract** negotiations on **January 14th, 1986** regarding the **appreciation** of Article 3:3, which restricts the right **of supervisor** to performing bargaining work.

Supervisors will be reminded of the provisions of Article 3:3 and **will be directed to comply with the terms** thereof.

4. That the Company will provide for the rotation of **sanders** to other general labour **functions** in the Box Division such **that** persons in the Box Division General Labour classification **will share their sanding work load as equally as is practical.**

Yours truly,

Vice-President, Manufacturing

/jfl

SECTION 24:1

SNAP-ON TOOLS OF CANADA LTD

Job Classification and Wage Rates

NEWMARKET MANUFACTURING

	<u>Mar. 1/92</u>	<u>Mar. 1/93</u>
<u>Assembly</u>		
Assemblers - Lead Hand	16.01	16.49
Assemblers	13.18	13.58
Off Line Rework	14.33	14.76
Rework & Salvage	13.32	13.72
Strip Tank Attendant	13.32	13.72
<u>Coil Fed Presses</u>		
Set-up and Operate	15.26	15.72
<u>Coil Fed Roll Formers</u>		
Sei-up and Operate	16.55	17.05
<u>Drawer Cell</u>		
Rotary Welder Set-up and Operate	15.26	15.72
Rotary Welder Operate Only	13.18	13.58
Sheet Metal Forming Set-up and Operate	13.80	14.21
Spot Weld Sei-up and Operate	14.54	14.98
Spot Weld Operate	13.18	13.58
<u>Fabrication</u>		
Brake & Punch Press & C.N.C. Set-up and Operate	14.54	14.98
Brake & Punch Press Operate only	13.18	13.58

<u>Fabrication Cells</u>	<u>Mar. 1/92</u>	<u>Mar. 1/93</u>
Senior Set-up	16.55	17.05
Set-up and Operate	14.54	14.98
Operate	13.18	13.58
Inspector - Lead Hand	16.01	16.49
Inspector	14.64	15.08
<u>Maintenance</u>		
Lead Hand - Electrical	19.29	19.87
Lead Hand - Mechanical	19.29	19.87
Licensed Electrician	18.15	18.69
Licensed Mechanic	17.98	18.52
Helper	14.54	14.98
Janitor	12.23	12.60
<u>Material Handler</u>	13.32	13.72
<u>Paint Line</u>		
General Labour	12.23	12.60
Paint Line Attendant	14.33	14.76
Paint Line/Waste Treatment Attendant	15.39	15.85
senior Racker	13.18	13.58
<u>Parts Distribution Centre & Prototype</u>	16.55	17.05
<u>Stores</u>		
Lead Hand	15.39	15.85
Shipper/Receiver	13.91	14.33
Stores Keeper	13.32	13.72
<u>Tool Room</u>		
Lead Hand	21.13	21.76
Tool & Die Maker	20.13	20.73
Toolmaker Grade I	19.00	19.57
Toolmaker Grade II	17.33	17.85

SECTION 242

	Mar. 1/82	Mar. 1/83
Service		
Attendant	13.14	13.53
Lead Hand - Electronic	17.36	17.88
Lead Hand - Mechanical	16.14	16.62
Repair	14.33	14.76
Service Technician	15.39	15.85
Shipping		
Lead Hand	15.39	15.85
Shipper/Receiver	13.91	14.33
Sr. Warehouse Attendant	13.91	14.33
Warehouse Attendant	13.14	13.53
Warehouse Material Handler	13.32	13.72

Starting Rate in any classification shall not be less than 90% of the above rates.

36