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# AGREEMENT

BETWEEN

SNAP-ON TOOLS OF CANADA LTD

AND

UNITED STEELWORKERS OF AMERICA

LOCAL, NO. 5483

DATED: FEBRUARY 1, 2000

F. G. Allen 10-NOV-2000

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AGREEMENT WITH  
UNITED STEELWORKERS OF AMERICA  
LOCAL 5483

THIS AGREEMENT, Made ~~this~~ 1st day of February 2000, between SNAP-ON TOOTS 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 OF UNION

- 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. This includes the Distribution and Repair employees located at the Eastern Region Customer Service Centre, (E.R.C.S.C.) in Newmarket Ontario, 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.
- 3:5 Bargaining issues unique to the bargaining unit employees at the Eastern Regional Customer Service Centre (ERCSC) are to be subject to the concurrence of the ERCSC employees only. Bargaining issues unique to the bargaining unit employees at the Newmarket Manufacturing Plant are to be subject to the concurrence of the Manufacturing Plant employees only.

### 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. | c
- 4:2 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made each month and the total amount deducted for the month.
- 4:3 The company agrees to record total union dues deductions paid by each employee on his/her Income Tax Statement.

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  
**RELATIONSHIP BETWEEN THE COMPANY AND 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) members 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). 102  
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- 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 either facility 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. 104  
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6:8 (e) **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, **and**, 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 there are **incoming** calls pertaining to union business, The Company will **make** available at both sites, a locking filing cabinet and 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.

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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

### CRIMINATION

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** form of **harassment on the** part of **any** employee (hourly or salaried) and will **take** appropriate disciplinary action should **anyone** engage in **my** such conduct.

## **Section 8**

### **GRIEVANCE**

- 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:

- 8:2 **(a) Newmarket Manufacturing**

**Step No. 1 - A** written grievance shall be presented to the supervisor by the steward 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, 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, 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, the Union may submit the grievance for arbitration.



**8:2 (b) Eastern Region Customer Service Centre (E.R.C.S.C.)**

**Step No. 1 - A** written grievance shall be presented to the supervisor by the Union within two (2) working days. After such discussion as is necessary, the supervisor shall, within two (2) working days, state the decision, in writing, to the employee and to the Steward.

**Step No. 2 - If the decision in Step 1** is unsatisfactory, the grievance may be submitted within two (2) working days to the Operations Manager/E.R.C.S.C. Upon receipt of the grievance, a meeting will be held within five (5) working days with the aggrieved employee, the Operations Manager, the appropriate supervisor, a representative of Human Resources, and the Grievance Committee, - E.R.C.S.C. 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, 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.

On mutual agreement the parties can use the services of a sole arbitrator or a Grievance Mediation Officer. 6A2

**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.

**8:6** On mutual agreement the parties can use the services of a sole arbitrator or mediation officer.

**Section 9**

**Discipline**

**9:1** For the purpose of applying discipline, previous disciplinary actions will not be taken into account after an eighteen (18) month 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 a suspension or discharge. A Union steward will be notified when an employee with seniority is suspended or discharged and permission will be granted for an interview with his or her 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 grievor 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 10:17 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 49 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 10:17 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.

9:6 Employees will have the right to review their personnel file under the following conditions:

- The Human Resources Department will be given two weeks notice and a specific appointment time will be made outside of the employee's regular work hours.
- The file is not to be removed from the Human Resources Department.
- Employees at the E.R.C.S.C. should make appropriate arrangements through their supervisor/manager.

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.

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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 the Company for a total of 480 hours within a six (6) month period. Upon successful completion of the probation period, the seniority date shall be backdated to the first day worked. The date of orientation is not considered the seniority date for the Company.
- 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) Judicial 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.

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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 or alternate 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) calendar 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, 1.B.2

(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: 16D

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) Find Assembly
- 2) Operate Only
- 3) Racker
- 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.

The bargaining unit employees at the Regional Customer Service Centre, after exhausting bumping rights at the RCSC will be entitled to displace employees at the Newmarket Manufacturing Plant, only as a last resort, i.e. to avoid being laid off.

10:11 Continued

Bargaining unit employees at the Newmarket Manufacturing Plant, after exhausting bumping rights at the Manufacturing plant: will be entitled to displace employees at the Regional Customer Service Centre, only as a last resort, i.e. to avoid being laid off (with the exception of the racker classification).

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. 10 E /
- (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

10:15 (b) Employees transferred because of lack of work may not elect layoff during the three (3) Jay 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 within their own facility, commencing with probationary employees. In the event of an emergency shutdown of 48 hours or less (from the time of the shutdown) employees may not exercise their bumping rights between the two facilities.

### JOB POSTING/VACANCIES

10:16 Where vacancies occur or are about to occur within the bargaining unit, such vacancies shall be posted on the Site Bulletin Boards at both locations 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 All 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. (OF)

The Company is not required to consider an application for job transfer, if the applicant has transferred through the posting procedure during the preceding three (3) month period, unless the applicant is returning to a position held prior to layoff. In the case of a new classification, all employees shall be eligible to apply.

The name(s) of the successful applicant(s) shall be posted on the Bulletin Boards within ten (10) 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 calendar days or less duration),
- 3) A vacancy caused by a leave of absence due to pregnancy and approved leaves of absence, as per section 11 (eleven) of the collective agreement.

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. However, this trial period does not apply on transfers between facilities, or for the position of Material Handler if the applicant requires certification.

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.
- (3) (a) 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.  
  
(b) 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. Any outstanding vacation must be applied to leaves of absence of two weeks or greater, 1243

#### 11:2 Bereavement

In the event of death in the immediate family (i.e., parents, step-parents, siblings, grandparents, grandchildren, spouse/sparent), the Company will grant up to three (3) days leave of absence with pay, the employee's base rate. In the event of the death of a spouse or dependent child, the Company will grant an additional two days paid leave of absence. 1243  
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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.

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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 as specified under the **Act**.

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.

### 11:4 Judicial Duty

- 1) Employees serving on jury **duty** or as a subpoenaed material witness, shall be granted a leave of absence with **pay** at their regular **hourly rate** for the hours scheduled, but not **worked**, as a result of judicial duty. Employees shall reimburse the Company the full amount of **jury** pay or witness fees received, excluding expense allowances. An employee called as a character witness however, having no **material** involvement in the incident **before the courts**, shall not be **eligible** for payment under this clause.
- 2) The **employee** shall give the **Company** as much prior notice of their selection for such duty as is **possible** and shall furnish evidence satisfactory to the Company that such judicial services were performed on the days for which payment is claimed,

Any employee called for **this duty** shall be transferred to the day shift during the period he or she is required to serve. Time spent as a jurist or a subpoenaed crown witness will not count as time lost for the administration of the **attendance** policy.

## Section 12

### HOURS OF WORK

- 12:1 (a) 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 **my** others,
- (b) The first shift start times for manufacturing shall be scheduled between 6:00 a.m. and 9:00 a.m., second shift **start times** shall be scheduled between 2:00 p.m. and 5:00 p.m. This clause does not pertain to racker employees.
- (c) The first shift start times for the Eastern Regional Customer Service Centre shall be scheduled between 7:00 a.m. and 9:30 a.m., second shift **start times** shall be scheduled between 3:00 p.m. and 6:00 p.m.

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11.3  
Je coderais 30 semaines  
à 12F / N / 30

16 4 mois avant } 7x4.3 = 30.1  
3 mois après }



- 2:2 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, and where possible will give the **Union** thirty (30) days notice of **change in** scheduling,
- 12:3 Each **employee** at both facilities shall be entitled during a **standard** work day, to a thirty (30) **minute** paid lunch **break** and one fifteen (15) minute rest period, Such breaks may be staggered. 8C5

### Section 13

#### SHIFT PREMIUMS

- 13:1 Second **Shift** premium will be paid for **any** shift commencing at or after 10:00 a.m., and third shift premium will be paid for **any** shift commencing at or after 6:00 p.m.
- 13:2 Shift premiums:
- |             |                     |                    |
|-------------|---------------------|--------------------|
| Mar. 6/2000 | Second shift \$ .60 | Third Shift \$ .65 |
| Feb. 1/2001 | Second shift \$ .65 | Third Shift \$ .70 |
| Feb. 1/2002 | Second Shift \$ .70 | Third Shift \$ .75 |
- 11 C 1.2
- 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 four (4) hours 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 the overtime work, after accepting an overtime assignment, lacking reasonable cause shall be grounds for disciplinary action. 9A

Overtime shall be shared as equally as possible over each calendar month among the employees normally performing the job to be done. Overtime hours missed due to absenteeism or refusal, shall count as hours worked for the purpose of this clause.

A list showing the overtime worked will be posted each calendar month within each department and copies shall be given to the chief steward.

- 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. 7C 1/4  
9C 1.0  
4C
- 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/her normal starting time, no payment will be made. However, if the employee is sent home after thirty (30) minutes, he/she will receive no less than four (4) hours pay at his/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, 12.5
- One (1) year but less than five (5) years of service: two (2) weeks vacation allowance at 4% of earnings. 2-1
- 3-5
- 4-12
- 5-22

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. Reconstructed Earnings will be applied to the first six weeks of maternity leave if covered by Weekly Indemnity payments.

- 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) Commencing with the 2000 vacation, vacation payment will be paid at the time vacation is taken. This payment will occur through the direct deposit system on regular pay days.
- 16:3 (a) 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.
- (b) When a summer shutdown is scheduled for the Manufacturing Plant such times shall be scheduled within a two week period prior to or following the August Civic Holiday,
- 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 paid 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

12A  
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\*\* The floating holiday will be observed during the Christmas to New Year's shutdown.

\* The above identified holidays will be amended for ERCSC employees to provide for three floating holidays to be taken at a time mutually agreed between employees and management.

- 17:2 **Non-probationary** employees laid off within **21 calendar** days of the above **named** holidays, shall **receive eight** (8) hours pay at the employee's regular hourly rate, which shall include shift premium, provided the employee **works** their last **scheduled** shift prior to the 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** 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** Resources Supervisor 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.

#### Section 18

#### RESTRAINING/JOB ES

##### 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 Hourly employees will be paid weekly on **Thursdays** by a direct **deposit system**, **except** 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**. Employees transferred outside of their regular classification on an overtime basis **are** to be paid the rate of the classification worked. (11 DS)

- 18:4 **Probation/Training**

A Probationary employee shall be **paid not less than 95% 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 or by more rapid progression.

The Company orientation program will provide for the involvement of a **union official** to explain the **union's** role in **administering** the collective agreement.

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. 7B

### **Job Rates**

18:7 The company agrees that when a standard production rate has been permanently established the **standard** production rate may not be altered unless Management makes a change in machines, tooling, methods or material which affects the standard production rate **by 5% or more** except **that the standard production 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: 7A

(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 proscribed 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 12**  
**HEALTH AND SAFETY**


- 19:1 There shall be a Health & Safety Committee in the Newmarket Manufacturing facility and the Eastern Region Customer Service Centre.

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. 

Management shall advise the Union prior to the return to work of an employee on modified or light duties.

- 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 provide a subsidy of \$275.00 for the term of this collective agreement (36 months). In the event that an employee leaves our employ within this period they will be required to reimburse the Company a proportional amount based on the number of full months worked within this collective agreement. There will be no rollover of this amount into the next agreement, (Effective March 6/2000)

19:6 (c) **Safety Glasses**

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

- (1) The Company will provide one (1) pair of plano safety glasses, once per year. Damaged glasses will be replaced by the Company provided the damaged item is returned to the Company.
- (2) The Company will subsidize the cost of prescription safety glasses provided such lenses and frames are CSA approved.

The subsidy will be \$350.00 for the term of this collective agreement (36) months. In the event an employee leaves Snap-on's employ within this period they will be required to reimburse the company a proportional amount based on the number of full months worked within this collective agreement. There will be no rollover of this amount into the next agreement. (Effective March 6 /2000)

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.

**Miscellaneous**

- 19:7 The Company will pay the cost of a uniform cleaning service for employees in the following areas: Maintenance, Tool Room, Strip Tank, Paint Line Attendant(s), and 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 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.
- 19:12 The Company confirms its support for the role of the Joint Health and Safety Committee. In doing so, management will ensure regular attendance of its members and agrees to abide by the provisions of the Occupational Health and Safety Act.
- 19:13 The Company will provide for the rotation of sanders.
- 19:14 Each year The Company agrees to observe two (2) minute silence at 11:00 a.m. on the day declared the "Official Day" of mourning.

## 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)**, times the following:

Effective	Mar. 6/2000	\$ 26.75	per month
Effective	Feb. 1/2001	\$ 28.00	per month
Effective	Feb. 1/2002	\$ 29.50	per month

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13 E 21  
12 F 21  
13 H 1

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.

- 20:2 **Eighteen hundred hours (1800)** including vacation **and** statutory holidays will be the **minimum** number of hours for **a** full year pension credit.

## Section 21

### GROUP HEALTH BENEFITS

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

13 A 1-3-4-5-6-<sup>a</sup>  
100%

1) **Life Insurance and Accidental Death & Dismemberment**

\$26, 000	Mar. 6/2000
\$27, 500	Feb. 1/2001
\$29, 000	Feb. 1/2002

2) **Accident and Sickness Weekly Indemnity Benefit**

Payment is two-thirds (2/3) of average weekly earnings up to **a maximum** weekly benefit of (\$448.00), commencing on the **first day** of accident or hospitalization and the fourth day **of illness**. Benefit duration is for a maximum of twenty-six weeks.

3) **Major Medical**

Coverage for expenses as outlined in the "Group Insurance Program: Information Booklet for Hourly Employees".

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



I:1 3) **Major Medical (continued)**

- c) Prescription ~~Drugs~~-----100% payment of approved charges.  
The Company will provide the services of Medi-Trust Direct **Pharmacy** for Maintenance ~~Drugs~~ as listed, **including a** pay direct plan for employees on the Medi-Trust program, (Note: Employees will ~~be given~~ one grace usage of the regular ~~drug plan~~ for maintenance ~~drugs~~ in an emergency situation,

4) **Dental Plan**

Payment of **100%** dental charges for approved ~~preventative~~ denture, periodontal endodontal **and** surgical service, subject to a **maximum** per family member of \$1250 per 12 month ~~period based~~ on the previous years **O.D.A.** fee guide level.

5) **Vision Plan**

~~The~~ Company will cover the **cost** of prescription **glasses**, or **contact** lenses at the rate of \$150.00 per family member over three years.

- 21:2 The Company will agree to **pay** for the cost of any forms **required** by Maritime Life ~~or~~ its successor.

**Section 22**

**TERMS OF AGREEMENT**

- 22:1 This Agreement shall become effective on the 1st day ~~of February~~ 2000 A.D., and shall continue in effect ~~up to and~~ including the **31st** day of **January**, 2003 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 \_\_\_\_\_, day of \_\_\_\_\_, 2000.

**SIGNED ON BEHALF OF THE  
COMPANY**

\_\_\_\_\_  
Cal Balcom

\_\_\_\_\_  
Larry Durst

\_\_\_\_\_  
Simon Frankruyer

\_\_\_\_\_  
Mary Halley

\_\_\_\_\_  
Robert Bonnett

**SIGNED ON BEHALF OF THE  
UNION**

\_\_\_\_\_  
Dennis Danbrook

\_\_\_\_\_  
John O'Connor

\_\_\_\_\_  
Alice Layzell

\_\_\_\_\_  
Carol Cascanette

\_\_\_\_\_  
Dejay Poland

\_\_\_\_\_  
Brian Robinson

## Section 23

23:1 **Newmarket Manufacturing Plant (continued)**

Job Description	2000 Rate	2001 Rate	2002 Rate
<b>Maintenance</b>			
Lead Hand – Electrical	\$25.88	\$26.66	\$27.53
Lead Hand – Mechanical	\$23.63	\$24.34	\$25.13
Licensed Electrician	\$22.54	\$23.22	\$23.98
Licensed Mechanic	\$22.34	\$23.01	\$23.76
Helper	\$17.80	\$18.33	\$18.93
Janitor "A"	\$16.14	\$16.62	\$17.16
Janitor "B"	\$15.63	\$16.10	\$16.62
<b>Material Handler</b>	\$16.47	\$16.96	\$17.51
<b>Paint Line</b>			
Senior Racker	\$16.32	\$16.81	\$17.36
Racker	\$15.63	\$16.36	\$17.16
Paint Line/Waste Treatment Attendant	\$18.84	\$19.41	\$20.04
Paint Line Attendant	\$17.57	\$18.10	\$18.69
<b>Prototype</b>	\$21.23	\$21.87	\$22.58
<b>Stores</b>			
Lead Hand	\$18.84	\$19.41	\$20.04
Shipper/Receiver	\$17.91	\$18.45	\$19.05
Stores Keeper	\$16.47	\$16.96	\$17.51
<b>Tool Room</b>			
Lead Hand	\$25.87	\$26.65	\$27.52
Tool & Die Maker	\$25.40	\$26.16	\$27.01
Toolmaker Grade I	\$23.26	\$23.96	\$24.74
Toolmaker Grade II	\$21.23	\$21.87	\$22.58

SR 1

SR a

SR 3

\*\*\* 2 Incumbents only maintained at pay Rate for duration of tenure in classification  
(March 6/2000)

23:2 Eastern Region Customer Service Centre (E.R.C.S.C.)

Job Description	2000 Rate	2001 Rate	2002 Rate
<b>Distribution</b>			
Lead Hand	\$18.85	\$19.42	\$20.05
Shipper/Receiver	\$17.04	\$17.55	\$18.12
Senior Warehouse Attendant	\$17.04	\$17.55	\$18.12
Warehouse Attendant	\$16.14	\$16.62	\$17.16
Warehouse Material Handler	\$16.47	\$16.96	\$17.51
<b>Service</b>			
Attendant	\$16.09	\$16.57	\$17.11
Lead Hand -- Mechanical	\$19.75	\$20.34	\$21.00
Repair	\$17.55	\$18.08	\$18.67

Starting Rate in any classification shall not be less than 95% of the above rates

23:3 Students

- 1) A student is defined as a person in full time attendance at an accredited educational institute who is scheduled to return at the end of the summer.
- 2) Students must only be hired for the purpose of summer vacation coverage during the period of May 15 to Labour Day in any year providing there are no employees on layoff.
- 3) Any students wishing full time employment must quit and be rehired. The probationary period in such cases shall commence upon the date of rehire, and no previous service shall be credited.
- 4) Students will have union dues deducted commencing on their date of hire.
- 5) Rate of pay will be \$13.00 per hour, and students will be eligible for vacation pay and statutory holidays as per Collective Agreement. They will not be eligible for other paid Company Benefits.
- 6) In the event of a workforce reduction students will be the first to be laid off.
- 7) Overtime opportunities will be offered to bargaining unit employees first.
- 8) Students will be utilized in the following classifications only: warehouse, assembly, cell, racker, or co-op student within tool room and or maintenance.