

## COLLECTIVE AGREEMENT

**BETWEEN:**

Opta Inc. (the "Company")

Nanticoke, Ontario

(Hereinafter called the "Company")

- and -

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied  
Industrial and Service Workers International Union (United Steelworkers) and  
its Amalgamated Local 8782 formerly known as the United Steelworkers of  
America

(Hereinafter called the "Union")

## Table of Contents

ARTICLE 1 .....	1
PURPOSE OF AGREEMENT .....	1
ARTICLE 2 .....	1
RECOGNITION .....	1
ARTICLE 2A .....	2
RELATIONSHIP .....	2
ARTICLE 3 .....	2
MANAGEMENT RIGHTS .....	2
ARTICLE 4 .....	3
NO STRIKES AND NO LOCKOUTS .....	3
ARTICLE 5 .....	3
DUES DEDUCTION .....	3
ARTICLE 6 .....	4
GRIEVANCE PROCEDURE .....	4
ARTICLE 7 .....	6
ARBITRATION .....	6
ARTICLE 8 .....	6
SENIORITY .....	6
ARTICLE 9 .....	8
JOB POSTING .....	8
ARTICLE 10 .....	9
UNION REPRESENTATION .....	9
ARTICLE 11 .....	10
UNION REPRESENTATIVE .....	10
ARTICLE 12 .....	10
SAFETY AND HEALTH .....	10
ARTICLE 13 .....	11
BULLETIN BOARDS .....	11
ARTICLE 14 .....	11

BEREAVEMENT LEAVE.....	11
ARTICLE 15.....	12
REPORTING ALLOWANCE.....	12
ARTICLE 16.....	12
CALL-IN PAY.....	12
ARTICLE 17.....	12
PAID HOLIDAYS.....	12
ARTICLE 18.....	13
VACATION WITH PAY.....	13
PAID SICK LEAVE.....	15
ARTICLE 19.....	15
HOURS OF WORK.....	15
CONTINUOUS SHIFTS.....	15
TEN-HOUR SHIFTS.....	18
SMOKE BREAKS.....	18
ARTICLE 20.....	18
OVERTIME.....	18
ARTICLE 21.....	19
TRANSFERS.....	19
ARTICLE 22.....	20
WAGES.....	20
ARTICLE 23.....	20
BENEFITS.....	20
ARTICLE 24.....	21
UNION LEAVE.....	22
ARTICLE 25.....	22
PREGNANCY AND PARENTAL LEAVE.....	22
ARTICLE 26.....	22
JURY DUTY.....	22
ARTICLE 27.....	22
TERMINATION PAY.....	22

ARTICLE 28..... 23  
    TERMINATION ..... 23  
APPENDIX "A" ..... 24  
    WAGES AND PREMIUMS..... 24  
APPENDIX "B" ..... 25  
    LETTER OF UNDERSTANDING – ATTENDANCE AND PROGRESSIVE DISCIPLINE..... 25  
APPENDIX "F" ..... 29  
    LETTER OF UNDERSTANDING- SOP POLICIES AND PROCEDURES ..... 29

## ARTICLE 1

### PURPOSE OF AGREEMENT

1.01 The general purpose of this Agreement is to establish collective bargaining relations between the Company and the Union, to continue the cooperation and spirit of goodwill between the Company and its employees, to provide machinery for the prompt disposition of grievances arising under this Agreement, and to set forth negotiated conditions of employment for all employees who are subject to this Agreement. The parties recognize that in order to provide a proper working relationship between the parties, the Company must be kept in a strong competitive market position which means it must produce at the best possible efficiency and lowest cost and the employees covered by this Collective Agreement must work under fair labour standards, including remuneration, safety and working conditions.

Where the MALE GENDER is used throughout the Articles within this Agreement, it is agreed that the FEMININE GENDER is an acceptable substitute whenever and wherever the feminine gender is applicable.

Where the singular is used throughout the Articles within this Agreement, it is agreed that the plural is an acceptable substitute and whenever, the plural gender is applicable.

## ARTICLE 2

### RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all its employees at the City of Nanticoke, save and except supervisors, those above the rank of supervisor, sales staff, clerical staff, and service technicians.

2.02 Students employed during the school vacation period (**May 1 to September Labour Day**) shall have union dues deducted from their earnings in accordance with Article [5]. Students employed during the school vacation period are, subject to the immediate foregoing, specifically and categorically excluded from all other provisions of this Collective Agreement.

2.03 Regarding student employment -when a student is employed by the Company, and a layoff situation presents itself, the student shall be the first affected by the layoff.

2.04 Supervisors and other officials of the Company may, from time to time, perform work on any job performed by all employee covered by this Agreement not available to do work. The performance of such work shall not result in the loss of pay, seniority, or the layoff or the failure to recall from lay-off of any employee covered by this Agreement.

## **ARTICLE 2A**

### **RELATIONSHIP**

2A.01 The Company and the Union agree that there will be no discrimination, interference or coercion practiced in relation to employees covered by this Collective Agreement. The Union agrees that no Union member will conduct Union activities on the premises of the Company except as specifically permitted by this Agreement.

2A.02 The Company, the Employees and the Union agree they all have obligations under and agree to abide by the provisions of the Ontario *Human Rights Code*.

2A.03 The workplace is expected to be free from workplace discrimination on the grounds of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences (for which a pardon has been obtained), marital status, same sex partnership status, gender identity, gender expression, family status or disability, or any other prohibited ground under the Ontario *Human Rights Code*.

2A.04 There will be no discipline, intimidation, discrimination or coercion exercised or practiced by anyone because of an employee's membership in the Union or because of his or her activity in the Union.

2A.05 The Company and the Union will meet to discuss awareness training on discrimination and harassment. The Company and the Union will also discuss and review the policies of the Company with respect to discrimination and harassment.

2A.06 In accordance with its standard practice of complying with all applicable employment legislation, the Company will fully abide by the provisions of Bill 168 of Ontario's *Occupational Health & Safety Act* regarding workplace violence and harassment.

2A.07 The parties agree that all Employees, both bargaining unit and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

3.01 The management of the business and of the plant, and the supervision, direction and distribution of the working forces are vested exclusively in the Company subject to the express terms of this Agreement. This includes the right to direct, plan and control plant operations, to select, hire, promote, demote, assign, transfer, suspend or discharge employees, to

lay off employees for lack of work or other business reasons, to determine work assignments, schedules and shifts, to schedule overtime work as it may deem necessary, to determine production standards, methods and facilities, and from time to time make changes therein, to introduce new and improved methods, facilities, machines and equipment, to purchase parts in finished or partially finished state from outside shops, to make reasonable rules of procedure and conduct in order to maintain order, safety and efficiency, and from time to time change or modify the same, provided any disciplinary action taken by the Company against an employee by way of suspension, discharge or otherwise shall be subject to the grievance and arbitration procedure as hereinafter provided for.

It is further agreed and understood that an employee with seniority rights may only be disciplined or discharged for just cause.

#### **ARTICLE 4**

##### **NO STRIKES AND NO LOCKOUTS**

4.01 In view of the orderly procedures established by this Agreement for the settling of disputes and the handling of grievances, the Union and its members agree that, during the life of this Agreement, there will be no strike, picketing or boycotting of the Company's premises, operations or products or any other interference which will halt, disrupt, limit or interfere with normal service or work.

4.02 The Company agrees that there will be no lockout of employees during the life of this Agreement.

4.03 The word "strike" as used in this Article includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, or slowdown or other concerted activity on the part of the employees designed to restrict or limit output.

#### **ARTICLE 5**

##### **DUES DEDUCTION**

5.01 The Company shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.

5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the International Secretary Treasurer of the United Steelworkers of America, AFL-CIO-CLC, P.O. Box 13083 Postal Station 'A', Toronto, Ontario M5W 1V7 in such form as shall be directed by the Union to the Company along with a completed

Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.

5.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:

(a) A list of the names of all employees from whom dues were deducted and the amount of dues deducted;

(b) A list of the names of all employees from whom no deductions have been made and reasons;

(c) This information shall be sent to both Union addresses identified in article 5.02 in such form as shall directed by the Union to the Company.

5.04 The Union shall indemnify and save the Company harmless against all claims or other forms of liability that may arise out of any actions taken by the Company in compliance with this article.

5.05 The Company, when preparing T-4 slips for the employees, will enter the amount of Union dues paid to the employee during the previous year.

## **ARTICLE 6**

### **GRIEVANCE PROCEDURE**

6.01 A grievance under this Agreement is a dispute, claim or complaint presented in writing under and during the term of this Agreement. It may be submitted by either the Company, the Union, or employee in the bargaining unit. A grievance by the Union or an employee in the bargaining unit must be presented to the Company through the Company's designated representative within five (5) working days after the date on which the employee or the Union becomes aware or should reasonably have become aware of the facts which gave rise to the grievance. All grievances must be presented in writing specifying the relief or settlement sought by the Union, employee in the bargaining unit, or the Company and shall be processed in the following manner:

6.02 Step #1:

The Chief Steward or Plant Chairperson but not both (the "case steward"), the employee and the supervisor will meet and attempt to adjust the grievance within three (3) working days from the submission of the grievance. The supervisor will render a written decision within five (5) working days after the Step 1 meeting.



## 6.03 Step #2:

If a satisfactory conclusion to the grievance is not arrived at in Step 1, the case steward may appeal the grievance in written form to the Plant Manager within five (5) working days of the receipt of the Step 1 answer. The Step 2 grievance meeting shall be held within seven (7) working days after receipt of the appeal by the Company. This meeting will be attended by the supervisor, the grievor, the case steward and the Plant Manager (who also may be the supervisor). The Plant Manager shall render a decision within five (5) working days of the Step 2 meeting.

## 6.04 Step #3:

If a satisfactory conclusion is not arrived at in Step 2, either the Plant Chairperson or the Chief Steward may appeal the grievance to a Step 3 meeting within five (5) working days of the receipt of the Step 2 decision. This appeal shall be to the Plant Manager or his designee. A Step 3 meeting shall be held within ten (10) working days of the receipt of the appeal by the Company. This meeting shall be attended by the grievor, the case steward, the Plant Manager and also may be attended by an International Representative or his designee and another representative of the Company. The Company shall render a decision to the Union within five (5) working days of the Step 3 meeting

6.05 An employee, other than a probationary employee, claiming that he has been discharged from employment without just cause, shall file a signed, dated and written statement of such grievance setting out the nature of the grievance and the specific remedy sought at Step 2 of the grievance procedure, provided such grievance is lodged with the Plant Manager within five (5) working days of the discharge.

6.06 If final settlement of the grievance is not arrived at in Step 3, then the grievance may be reflected in writing by either party to arbitration as provided in Article 7 Arbitration, at any time within twenty (20) working days after the final decision is given in Step 3. If no such written request for arbitration is received within the twenty (20) working days' time limit, then the grievance shall be deemed to have been abandoned.

6.07 Any complaint or grievance which is not commenced or processed through the next stage of the grievance procedure, including reference to arbitration within the time specified, shall be deemed to have been abandoned or considered to have been settled on the basis of the Company reply to the grievance provided that the Company has replied in writing to the grievance at each stage in accordance with this Article. However, time limits specified in the grievance procedure may be extended by mutual agreement in writing between the Company and the Union. If no written answer has been given to the grievance within the time limit specified, the employee shall be entitled to submit the grievance to the next stage, including arbitration. Company and Union grievances shall commence at Step 2 in the grievance procedure. For the purpose of this Article, working days shall exclude Saturdays, Sundays and the grievor's scheduled days off.

**ARTICLE 7****ARBITRATION**

7.01 In the event the dispute or difference shall not have been satisfactorily settled, the matter may then be appealed to an independent arbitrator to be appointed by mutual agreement of the Parties hereto. However, it is understood and agreed that in the event the Parties hereto cannot agree upon the selection of an independent arbitrator within fifteen (15) days, the Ontario Ministry of Labour shall be authorized to appoint said independent arbitrator.

7.02 The decision of the arbitrator shall be final and binding on the Parties. The independent arbitrator will render his decision as quickly as possible.

7.03 The arbitrator shall not be authorized, nor shall the arbitrator assume authority to alter, modify or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.

7.04 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.

7.05 The Company and the Union agree that one (1) arbitrator shall only adjudicate one (1) grievance at a time unless both parties agree in writing that one (1) arbitrator will adjudicate more than one (1) grievance at a time.

**ARTICLE 8****SENIORITY**

8.01 Seniority shall be based upon the length of continuous employment with the Employer since the employee's last date of hire.

8.02 An employee shall be considered a probationary employee until he has physically worked a total of sixty (60) working days (**480 hours**) or longer as mutually agreed upon by the parties within any continuous twelve month period. During this period he shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being employed on a trial basis and may be disciplined or discharged at any time at the sole discretion of the Employer.

8.03 (i) On successful completion of the probationary period, an employee shall be placed on regular staff, his name shall be placed on the seniority list and his seniority shall date back to the most recent date of hire. Employees acquiring seniority on the same date, shall be added to the corporate seniority list in alphabetical order by last name.

(ii) An employee transferred from the bargaining unit to a position outside the bargaining unit shall not accumulate further bargaining unit service. Should the employee be transferred from a non-bargaining position to the bargaining unit, service shall accumulate from that time forward and shall be added to the previous bargaining unit service and no account shall be made for time spent outside the bargaining unit **to a maximum of 6 months. An employee who transferred out of the bargaining unit for more than 6 months, will lose all seniority.**

8.04 An employee's seniority shall be forfeited and his employment shall be deemed to be terminated under the following conditions:

- (a) He quits for any reason;
- (b) He retires;
- (c) He is discharged and not reinstated through the grievance procedure;
- (d) (i) He is laid off for a period of more than twelve (12) months if he has less than four (4) years' seniority; or  
 (ii) He is laid off from work for a period of more than twenty-four (24) months if he has four (4) or more years seniority; or
- (e) He is absent for three (3) consecutive working days without notifying the Employer, unless an explanation satisfactory to the Employer is given, or he uses a leave of absence for a purpose other than that for which it was granted, or he fails to return to work at the expiration of an authorized leave of absence; or
- (f) He fails to return to work as soon as practicable, but no later than three (3) days following the date of the delivery of a registered letter recalling him to work to his last known address or the day following the date the employee personally receives a telephone message recalling him to work from the employer. The onus and responsibility is on the employee to inform the Employer of his current address and telephone number.
- (g) **An employee off work through bonafide sickness or accident shall not lose seniority standing. It is the employee's responsibility to periodically keep the Company informed of their off work status every six (6) months until they return to work.**

8.05 Seniority shall be on a plant-wide basis. The Union steward will be issued an up-to-date seniority list on or about June 30th and December 31st of each year. A copy shall be posted on the bulletin board for employee inspection. A copy shall also be mailed to the International Staff Representative in the case of the December 31st list, including addresses.

8.06 A layoff shall be defined as a reduction in the number of employees in the work

force.

8.07 (i) In any case of layoff or recall, the Company shall consider the following two (2) factors in determining which employee(s) shall be laid off or recalled:

(a) the qualifications, experience, ability, and skill of the employee(s); and

(b) the seniority of the employee(s) concerned.

When, factor (a) is for all intents and purposes equal as between two (2) or more employees, then seniority shall be the determining factor.

(ii) Experience will not be considered where an employee is seeking to retain or obtain active employment as a production operator.

## **ARTICLE 9**

### **JOB POSTING**

9.01 The term "permanent vacancy" as used in this Agreement shall be defined as any permanent job opening of more than thirty (30) working days' duration. A "temporary vacancy" shall be defined as any job opening of less than thirty (30) working days' duration, or longer with the approval of the Union, except vacancies caused by employees being on vacation, off sick, on Workers' Compensation or on maternity or other approved leave of absence shall be considered temporary also. The Company may fill a temporary vacancy at its discretion.

9.02

(a) The Company shall post a notice of all permanent job vacancies coming within the scope of this Agreement, on the Company bulletin boards for a period of at least five (5) days before it is filled.

(b) It is understood that the Company may fill the vacancy on a temporary basis *until* the vacancy is filled pursuant to this Article.

(c) Employees may make written application for such job vacancy within the posting period.

(d) The Company may also advertise such vacancies outside of the Company during the posting period but will only consider applications from non-employees after applications by employees have been considered.

(e) The successful bidder shall be frozen for one hundred eighty (180) days and cannot bid another job in that time except in the case of a higher paid job.

9.03 When filling such job vacancies the Company shall consider the following two (2) factors:

- (a) the qualifications, experience, ability, and skill of the applicant(s); and
- (b) the seniority of the applicant(s) concerned.

When, in the judgment of the Company, factor (a) is to all intents and purposes equal as between two (2) or more applicants, then seniority shall be the determining factor.

- 9.04 (i) The Company will post the name of the successful applicant, if any, within ten (10) calendar days from the expiry of the posting period.
- (ii) Once the Company has selected a successful applicant, it shall fill the vacancy as soon as practicable but no later than thirty (30) days after the applicant is selected.

9.05 When an employee is promoted to a higher paid job, he will receive the applicable higher rate of pay when he starts on the new job.

9.06 The selection of employees for supervisory positions or any position not subject to the provisions of this Agreement shall be entirely a matter for the Company's decision.

## ARTICLE 10

### UNION REPRESENTATION

10.01 The Company will recognize and the Union will designate a Bargaining Committee, a Plant Chairperson, and a Chief Steward. If the number of employees in the bargaining unit reaches fifty (50), an additional steward will be added. Thereafter, one (1) additional steward will be added for each additional twenty-five (25) employees in excess of fifty (50).

10.02 The Bargaining Committee shall consist of two (2) members designated by the Local Union including the Plant Chairperson.

10.03 The Union shall notify the Company in writing of the names of the members designated to the above positions.

10.04 When the legitimate business of a Union Steward or Plant Chairperson requires him to leave his or her work duties, he or she shall first receive the permission of his or her supervisor. Such permission shall not be unreasonably withheld.

**ARTICLE 11****UNION REPRESENTATIVE**

11.01 If an authorized representative of the Union who is not employed by the Company wants to speak to local union representatives about a grievance or other official business, he shall advise the plant manager or his designated representative who shall then call the local union representative to an appropriate place where they may confer privately. Where such talks take place during the employee's regular scheduled working hours, the employee shall be afforded a reasonable amount of time to confer with the union representative within the Company facility without any loss of earnings. These talks will be arranged so they will not unduly interfere with production.

**ARTICLE 12****SAFETY AND HEALTH**

12.01 Objectives of Parties - the Company and the Union will co-operate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for safety and health of its employees during the hours of their employment.

12.02 The Union will assist management in carrying out any reasonable accident prevention program.

12.03 The Company and the Union agree to comply with any applicable requirements of the federal Hazardous Products Act, Ontario's Occupational Health and Safety Act, any regulations made thereunder, and as such Acts and regulations may be amended from time to time.

12.04 The Company agrees to provide employees with all necessary safety equipment and clothing and any replacement safety equipment and clothing upon the return to the Company of the unserviceable equipment or clothing at no cost to the employee.

12.05 The Company agrees to pay upon receipt of an invoice, **twice** per year, on behalf of seniority employees, the cost of safety boots to a **combined** maximum of **Five Hundred dollars (\$500)**. Any additional safety boots will be provided on an as needed basis to be determined by the Company supervisor.

12.06 All employees will be required to follow all Health and Safety policies implemented by the Company.

12.07 The Company agrees to reimburse upon receipt of an invoice, once every twenty-four (24) months, on behalf of seniority employees, the cost of prescription safety glasses to a

maximum of **Four Hundred dollars (\$400)**. Any additional prescription safety glasses will be provided on an as needed basis, to be determined by the Company in its sole discretion

### ARTICLE 13

#### **BULLETIN BOARDS**

13.01 The Company agrees to provide a bulletin board in an area accessible to Employees in the plant for the purpose of posting meeting notices and official Union information. Notices must be approved by management in advance, and will be signed and posted only by officers of the Union.

### ARTICLE 14

#### **BEREAVEMENT LEAVE**

14.01 All employees shall be granted up to a maximum of three (3) regularly scheduled consecutive work days leave without loss of pay or benefits to attend the funeral or make funeral arrangements in the case of death of an immediate family member.

14.02 Immediate Family Defined for Bereavement Leave:

- Spouse (includes both married and unmarried couples, of the same or opposite genders, and common-law partners)
- parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- spouse of the employee's child
- brother or sister of the employee
- relative of the employee who is dependent on the employee for care or assistance

"Common-law partner" means a person who has been cohabiting with an individual in a conjugal relationship for at least one year, or who had been so cohabiting with the individual for at least one year immediately before the individual's death.

14.03 The Company understands the deep impact that death can have on an individual or a family, therefore additional non-paid time off may be granted. The employee may make arrangements with his supervisor for up to two additional unpaid days off in the instance of the death of an immediate family member. Additional unpaid time off may be granted depending on the circumstances such as distance and the individual's responsibility for funeral arrangements.

14.04 In addition to the above, an employee who has completed his probationary period shall be granted two (2) additional regularly scheduled consecutive work days leave, without loss of pay or benefits, in the event of the death of the employee's current spouse, common-law partner, child(ren), step-child(ren), **parent, step-parent, and/or foster parent**.

14.05 The Company may grant one (1) additional unpaid bereavement day if requested by the employee in the event of the death of an Aunt or Uncle.

**ARTICLE 15**

**REPORTING ALLOWANCE**

15.01 In the event that an employee reports for work on his regular shift, without having been notified not to report at least two (2) hours before the starting time of the shift, he will be given at least four (4) hours work at his regular rate of pay, or if no work is available, he will be paid the equivalent of four (4) hours at his regular rate of pay in lieu of work.

**ARTICLE 16**

**CALL-IN PAY**

16.01 An employee who has left the premises after his work day and who is called back to work shall be paid for the hours thus worked at the applicable rate. However, he shall be paid at least the equivalent of four (4) hours at this normal hourly rate for each call back.

**ARTICLE 17**

**PAID HOLIDAYS**

17.01 The days designated by the Company for observance as holidays will be posted on the official bulletin boards prior to the holiday.

If a holiday falls during an employee's vacation, a day may be added to the vacation period with approval of Management, which approval shall not be unreasonably withheld.

17.02 The following Holidays shall be paid at the employee's regular base rate based on the normal scheduled hours:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	New Year's Eve
Civic Holiday	



Three (3) additional floating holidays to be taken at a time or times mutually agreeable to the Company and the Union. **Floating Holiday's must be booked a minimum of 48 hours in advance. Floating Holiday's must be used in the calendar year, and unused Floating Holiday's will not be paid out or carried over.**

**In the event that Remembrance Day or the Day of Truth and Reconciliation are recognized as a statutory holiday in the province of Ontario, they will be added to the Paid Holidays list.**

The above applies to all eligible employees; an eligible employee being a person who has:

(a) has worked as scheduled the full work shift immediately preceding such holiday, and the full work shift immediately following such holiday, unless absence has been authorized by Management.

One (1) incident of lateness of one (1) hour or less on a work shift immediately preceding or following a statutory holiday in any calendar year will not result in an employee forfeiting his or her right to statutory holiday pay for the statutory holiday to which the one (1) incident relates.

17.03 All hours worked on a Statutory Holiday will be paid at a rate of double time (2.0), plus Statutory Holiday Pay, when applicable. There will be no pyramiding of the regular overtime rate where a payment is made under this clause.

17.04 Statutory Holiday Pay. Production employees assigned to ten (10) hour shifts under clause 19.04 shall receive ten (10) hours pay at the employee's regular rate for each statutory holiday if otherwise eligible.

**17.05 Substitute Holidays – In the event that The Company chooses not to operate on a statutory holiday, The Company reserves the right to designate substitute holidays for employees within two (2) weeks from the provincial holiday. Any time worked on a provincially recognized holiday will not be considered the employee's holiday; instead, the designated substitute holiday will be recognized as the employee's holiday.**

## ARTICLE 18

### VACATION WITH PAY

18.01 Vacation Pay Based on a Calendar Year. The vacation year shall be January 1 to December 31 of each calendar year. An employee's annual vacation entitlement shall be determined by both the number of years of service fully completed by the employee as of December 31 of the vacation year and the employee's earnings for the vacation year according to the formula set out below.

- (a) Employees with one (1) to four (4) years of service will receive the greater of: (i) two (2) weeks of vacation with vacation pay at the rate of four percent (4%) of earnings for the vacation year; or (ii) eighty (80) hours of vacation pay at the employee's regular rate of pay.
- (b) Employees with five (5) to nine (9) years of service will receive the greater of: (i) three (3) weeks of vacation with vacation pay at the rate of six percent (6%) of earnings for the vacation year; or (ii) one-hundred and twenty (120) hours of vacation pay at the employee's regular rate of pay.
- (c) Employees with ten (10) to fourteen (14) years of service will receive the greater of: (i) four (4) weeks of vacation with vacation pay at the rate of eight percent (8%) of earnings for the vacation year; or (ii) one hundred and sixty (160) hours of vacation pay at the employee's regular rate of pay.
- (d) Employees with fifteen (15) or more years of service will receive the greater of: (i) five (5) weeks of vacation with vacation pay at the rate of ten percent (10%) of earnings for the vacation year; or (ii) two-hundred (200) hours of vacation pay at the employee's regular rate of pay.

With the understanding that upon the employee obtaining his/her anniversary date in the year in which the employee's vacation entitlement increases (the "stub year"), an employee shall receive an additional entitlement prorated at the rate of 1/12th of one (1) week for each completed month of employment from his/her anniversary date to December 31st of the stub year, rounded up to the nearest full day, to a maximum of one (1) week. The percentage increase of vacation pay shall also be prorated at the rate of 1/12th of two (2) % of earnings for each completed month of employment from the anniversary date to December 31st of the stub year to a maximum of two (2) % of earnings.

18.02 Where an employee is hired after the start of the vacation year, the employee shall earn vacation entitlement at the rate of 1/12th of two (2) weeks for each completed month of employment not to exceed ten (10) working days until January 1st of the vacation year next following the vacation year in which the employee is hired. The amount of the employee's vacation pay for the first vacation year of the employee's employment shall be equal to four percent (4%) of the employee's earnings during such first vacation year. As of January 1st of the vacation year following the vacation year in which the employee is hired, the employee shall earn vacation entitlement as provided for in clause 18.01 above.

18.03 Vacation pay shall be paid when an employee takes vacation and shall be calculated on an employee's total earnings, including vacation pay paid in respect of a preceding vacation year during the vacation year. An employee who leaves the employment of the Company prior to being paid his or her vacation pay will be paid vacation pay calculated according to the applicable percentage. In no event will an employee be paid less vacation pay than the amount to which the employee is entitled under the *Employment Standards Act, 2000* as amended.

**18.04 All employees will endeavor to submit their vacation requests no later**

than March 31<sup>st</sup> of each year. Vacation will be confirmed and booked by seniority. After March 31<sup>st</sup> of each year, vacation requests will be made on a first come, first serve basis. When requesting vacation after March 31<sup>st</sup>, all requests will require at minimum 48 hours notice. All vacation request will not be unreasonably denied. Once vacations are booked and if there is a need to change vacation dates, the employer will not unreasonably deny the request.

**18.05** Only one (1) employee per shift will be permitted to be off work on vacation at a time. Allowing multiple employees to be off on vacation at the same time will be based on management discretion following seniority.

#### **PAID SICK LEAVE**

**18.06** All employees are entitled to three (3) paid sick days per calendar year for personal or family responsibility reasons, which includes attending to the illness, injury, or medical emergency of a family member.

**18.07** Employees must notify their manager as soon as possible if they are unable to attend work due to personal illness or injury.

**18.08** Any unused paid sick days will not be carried forward into the next year and will not be paid out at the end of the year.

### **ARTICLE 19**

#### **HOURS OF WORK**

**19.01** Except where a continuous shift operation is established, the normal hours of work will be forty (40) hours per week, Monday to Friday, provided that a night shift may commence no earlier than 11:00 p.m. on Sunday and an afternoon shift may end no later than 12:30 a.m. on Saturday. There shall be no guarantee of hours of work either per day or per week.

**19.02** If an afternoon shift, night shift or both are scheduled, employees shall be transferred from one shift to another including the day shift every two (2) weeks such that they are assigned on a rotational basis to work for two (2) week periods on each of the two (2) or three (3) shifts, as the case may be.

**19.03** A shift premium of **\$0.50** will be paid for all employees working on the afternoon shift and a shift premium of **\$1.00** will be paid for all employees working on the night shift.

**19.04** Employees are entitled to 30 minutes free from work per shift on an 8 hour shift and one (1) hour free from work on a 12 hour shift as per Ontario Employment Standards.

#### **CONTINUOUS SHIFTS**

**19.05** The Union acknowledges that the Company shall have the right to

establish a continuous shift operation where production requirements warrant it. In the event that a continuous shift operation is established, the normal work week shall not be confined to Monday to Friday. A continuous operation is defined to mean twenty-four (24) hours per day, seven (7) days per week. The normal work week for employees on a continuous shift shall be forty (40) hours on an average basis; however, this shall not constitute a guarantee of either hours of work per day or hours of work per week. Before exercising this right, the Company will notify and consult with the Union regarding the matter.

### **12 Hour Shift Schedule**

The twelve (12) hour continuous shift schedule will operate on a seven-day continuous shift operation made up of four (4) shifts and known as A, B, C and D. Working hours will be 6:00 a.m. to 6:00 p.m. and 6:00 p.m. to 6:00 a.m. The week will commence Monday at 6:00 a.m. to 6:00 p.m. shift and finish with the last shift Sunday 6:00 p.m. to 6:00 a.m.

The Company will give a minimum of two (2) weeks' notice of a change from the twelve (12) hour shift to the eight (8) hour shift or vice-versa. If notice is not given, the employee shall be paid time and one half for the first two shifts.

The Company will give a minimum of one (1) week notice of a change of a twelve (12) hour shift to another twelve (12) hour shift. If notice is not given, the employee shall be paid time and one half for the first two shifts.

In the event the Company wishes to transfer employees from an eight (8) hour shift to a twelve (12) hour shift or vice versa, or from twelve (12) hour shift to another twelve (12) hour shift, preference will be given to those employees having the greatest seniority to accept or deny, the employee with the least seniority will be forced if no "more senior" employee agrees.

### **It is understood that overtime and shift premiums are calculated and paid per shift schedule ie: 6am-6pm & 6pm – 6am**

#### **Overtime**

The Company has agreed to pay the following rates for employees working on the twelve (12) hour continuous shift schedule.

- i. Time and one-half (1-1/2x) for time worked on a scheduled day off
- ii. Double time (2x) for time worked on any consecutive scheduled days off
- iii. Double time (2x) for time worked in excess of twelve (12) hours per day
- iv. Double time (2x) for time worked over 80 hours in a two (2) week pay cycle
  - Any hours paid for at an overtime rate of at least time and one half (1-1/2x) will not be included when calculating bi-weekly double time
  - Pre-booked vacation, pre-booked floating holiday, bereavement, jury, and paid sick days will be included when calculating bi-weekly overtime.
  - Any paid vacation or paid floating holiday time taken with less than two (2) days advance notice will not be included in the calculation of bi-weekly overtime.

The first non-regular shift of overtime (sign up or call-in overtime) will be paid at straight time if a

regular scheduled shift is missed in the 7-day rotation it occurred in.

### **Shift Premium**

The Company agrees to pay an additional premium of **one dollar (\$1.00)** per hour for all hours worked on the 6:00 p.m. to 6:00 a.m. shifts on the twelve (12) hour continuous shift schedule.

The Company agrees to pay an additional premium of **three dollars (\$3.00)** per hour worked on Saturday on the twelve (12) hour continuous shift schedule.

The Company agrees to pay an additional premium of **four dollars (\$4.00)** per hour worked on Sunday on the twelve (12) hour continuous shift schedule.

For clarification: Weekend Shift Premiums on 12 hour shifts – pay shift premiums for weekend shift for entire 12 hour shift if the shift starts on the weekend day. (For example: Shifts starting at 6am or 6pm Saturday will be paid the Saturday Premium for the entire shift)

### **Shift Leader**

All shift leaders to be paid an additional **\$1.75** per hour.

### **Statutory Holidays/Floating Holiday/Sick Days**

When a statutory holiday falls on Saturday or Sunday, it shall be observed on the day it falls unless otherwise agreed to by the Company and Union. For employees working on the twelve (12) hour continuous shift operation, the following rates will be applicable.

- Employees will be paid double time (2x) for all hours worked on a statutory holiday plus twelve (12) hours statutory pay
- Statutory Holiday pay for the day will be paid twelve (12) hours statutory pay whether plant is open or closed or whether the employee is scheduled to work or not for twelve (12) hour shift employees.
- Employees normally scheduled to work but plant closed will receive twelve (12) hours pay
- All Floating Holiday days will be paid at twelve (12) hours
- All Sick Days will be paid at twelve (12) hours

### **Vacation**

Vacation entitlement will be calculated and taken in hours - on a twelve hour shift schedule 1 week will be 42 hours vacation time.

### **Bereavement**

Bereavement entitlement will be calculated and taken in days - one 8 hour day = one 12 hour day.

### **Jury Duty**

Jury duty entitlement will be calculated and taken in days - one 8 hour day = one 12 hour day.

### **Workplace Safety & Insurance Board**

Lost time claims for this kind of rotation would be based on a “short term average of earnings” using the base rate plus shift differentials over a four-week cycle.

**Short Term Disability**

Short term disability payments will be based on average weekly earnings over the 2-week schedule.

**Disciplinary Action Procedure**

Twelve (12) hour shift days of discipline will be calculated in hours to equal the eight (8) hour shift hours.

- ie: 1 day 8 hours suspension = 1 day 12 hours suspension
- 2 day 8 hour suspension = 1 day 12 hours suspension
- 3 day 8 hour suspension = 2 day 12 hours suspension
- 5 day 8 hour suspension = 3 day 12 hours suspension

**Equipment Trials**

All employees will assist with necessary trial using current equipment as long as there is no legitimate safety concerns.

**Production/Warehouse Position**

The Company agrees to pay one (1) employee average comparable wages to the twelve (12) hour shift wages for working an eight (8) hour day shift schedule.

**TEN-HOUR SHIFTS**

19.06 The Union and the Company agree that a ten (10) hour shift schedule from Monday-Thursday can be implemented upon providing employee's two weeks' notice.

**SMOKE BREAKS**

**19.07 The Company will provide a designated smoking area for employees who smoke. Smoking is permitted only in this designated area and is prohibited in all other areas of the workplace. Employees are allowed to take smoke breaks during their shift, but it is understood that this right should not be abused. Management has the right to discipline employees for excessive breaks.**

**ARTICLE 20**

**OVERTIME**

20.01 All hours in excess of eight (8) in the day and forty (40) in the week shall be paid at the rate of time and one-half the employee's regular rate of pay. For the purposes of this clause, "day" means the twenty-four (24) hour period beginning at the time an employee's regular shift commences.

20.02 The Company agrees that scheduled overtime due to planned outages will

be posted as soon as practical. The Union acknowledges that employees are expected to cooperate with the Company by working non-scheduled overtime when they are requested to do so in accordance with the *Employment Standards Act, 2000* as amended. If there are insufficient volunteers for overtime assignments, the most junior available employee in the job classification where work is required will be assigned the work. The Company shall make reasonable efforts to distribute overtime on a relatively equitable basis among employees in their respective job classifications. If an employee is asked to work overtime and refuses, the employee will be regarded as having worked the amount of overtime offered in respect of the Company's obligation to make reasonable efforts to distribute overtime equitably.

In determining whether there has been a relatively equitable distribution of time-and-a-half overtime, overtime hours will be calculated on a biannual basis and a variation of twelve (12) or less hours in a job classification will not be regarded as significant. Biannually, overtime hours will be reconciled and those employees whose deficit overtime hours exceed twelve (12) hours will be paid the number of overtime hours required to bring their overtime hour deficit back to the twelve (12) hour variation.

In determining whether there has been a relatively equitable distribution of double time overtime, overtime hours will be calculated on a biannual basis and a variation of sixteen (16) or less hours in a job classification will not be regarded as significant. Biannually, overtime hours will be reconciled and those employees whose deficit overtime hours exceed sixteen (16) hours will be paid the number of overtime hours required to bring their overtime hour deficit back to the sixteen (16) hour variation.

20.03 Notwithstanding clause 20.01, production workers assigned to ten (10) hour shifts under clause 19.04 shall only be entitled to overtime for hours worked in excess of ten (10) in the day and forty (40) in the week at the rate of time and one-half (1 1/2) of the employee's regular rate of pay.

20.04 All hours worked on a Sunday will be paid at a rate of Double Time (2.0).

## **ARTICLE 21**

### **TRANSFERS**

21.01 An employee who is transferred to a different job classification within the bargaining unit shall be paid while so employed as follows:

(a) If the transfer is for the convenience of the Company and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive his regular rate of pay.

(b) If the transfer is for the convenience of the employee or to enable him to avoid layoff, and if the rate of pay in the classification to which he is transferred is less than the employee's regular rate of pay, he shall receive such lesser rate.

(c) If the transfer is to a higher rated classification and if the transfer lasts for more than four (4) hours of work, the employee will receive the higher rate of pay for the entire shift.

## ARTICLE 22

### WAGES

22.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in the Wage Schedule "A" attached hereto and forming a part of this Agreement.

## ARTICLE 23

### BENEFITS

The Company reserves the right to change benefit providers in its sole discretion providing that the change will not result in any reduction of the benefits set out in this Article. In addition, the Company agrees that there will be no lapse in coverage as a result of the change.

23.01 The company agrees to enroll qualifying employees in Opta's group benefits insurance plan. The Company will pay 100% of the cost of this plan to include the following:

Life Insurance and Accidental Death & Dismemberment Insurance providing a survivor benefit of 2 x annual wages (annual wages= classification hourly rate x 2000) not to exceed \$100,000.00.

Accident and Sickness Benefit Plan which provides:

(a) For benefits to begin on the first day of disablement caused by non-occupational accident and on the **fourth** day of disablement caused by non-occupational sickness;

(b) For the payment of benefits for up to twenty-six (26) weeks after the date of disablement at the rate of 70% of basic weekly earnings not to exceed **seven hundred and fifty dollars (\$750)** per week.

Prescription Drug Plan which pays 80% of usual and customary charges for drugs which can only be obtained by a physician's prescription.

Dental Plan which will pay:

- i. 100% of Basic Restorative;
- ii. 75% of Periodontics/Endodontics;



- iii. 50% for Major Restorative; and
- iv. 50% for orthodontics.

Vision Benefit Plan which provides:

- a) **Four Hundred dollars (\$400)** every twenty- four (24) months for prescription glasses for seniority employees and their dependants.
- b) **One Hundred and Twenty-Five dollars (\$125)** Canadian for eye examinations once every twenty-four (24) months.
- c) **One Hundred and Seventy-Five dollars (\$175)** every twelve (12) months for prescription contact lenses for seniority employees and their dependants.

Paramedical Plan which provides:

- a) Chiropractor, Physiotherapy, and Massage Therapy to a maximum of \$500 in each benefit year **per patient**, with no coinsurance.
- b) **Osteopath and Naturopath to a combined maximum of \$500 in each benefit year per patient, with no coinsurance.**

EAP Plan

The Company agrees to set up an Employee Assistance Plan for January 1, 2006.

Employees will be subject to all eligibility requirements, definitions and other terms and conditions contained in the Company Benefit Plan documents as they may be amended from time to time.

Coverage shall commence after the employee has completed his or her probationary period and shall continue until the end of the month following the month in which the employee is terminated or laid off or such longer period as is required by law.

23.03 If the Company requests or requires any medical notes/reports, the Company will reimburse the Employee for the cost to the Employee of providing such documentation, upon receipt of documentation acceptable to the Company that the Employee incurred such cost. If the Company's insurance provider requests or requires any medical notes/reports in connection with any benefit claims, the Company will reimburse the Employee for the cost to the Employee of providing such documentation up to a maximum of \$100 per claim, per year, upon receipt of documentation acceptable to the Company that the Employee incurred such cost.

## **ARTICLE 24**

## **UNION LEAVE**

24.01                    On the request of the Union, the Company will grant an unpaid leave of absence to one employee per occasion to attend a union conference or convention provided that at least three (3) weeks' notice is given and the employee's absence will not interfere with the Company's production or operations. The Company shall not be required to grant more than ten (10) days of unpaid union leave in total in any calendar year.

## **ARTICLE 25**

### **PREGNANCY AND PARENTAL LEAVE**

25.01                    The Company will grant Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act, 2000* as amended. An employee will be protected from loss of pay for a maximum of two (2) consecutive work days for the birth of his/her child, providing the child is born on his scheduled work day.

## **ARTICLE 26**

### **JURY DUTY**

26.01                    Employees who are absent from work because they are required to serve on a jury or are subpoenaed as a Crown witness shall be reimbursed by the Company for up to a maximum of five (5) days lost wages provided they pay over to the Company any fees or payments received by them relating to the days for which they claim reimbursement from the Company.

## **ARTICLE 27**

### **TERMINATION PAY**

27.01                    All active Employees regardless of years of service who are terminated without cause shall be entitled to termination pay and severance pay. Termination pay will be provided in lieu of the required notice period when notice of termination is not given by the Employer.

a.                        Termination Pay – Termination pay shall be calculated based on the employee's regular wages for a regular workweek. The amount of termination pay will be determined by the length of the employee's service with the Employer, as outlined in the ESA, which includes one week's pay for each year of service, up to a maximum of eight weeks.

b.                        Severance Pay - Severance pay shall be calculated as one week's pay for each year of service, plus a prorated amount for any partial year of service. The maximum severance pay entitlement is 26 weeks.

Payment of Termination and Severance Pay - Termination pay and severance pay, where applicable, will be paid out as a lump sum no later than seven days after the employee's termination date or on the employee's next regular payday, whichever is later.

Exclusions - The provisions of this clause shall not apply in cases where the employee has been terminated for just cause, or where the employee has resigned or retired.

**ARTICLE 28**

**TERMINATION**

28.01 This Agreement shall become effective on the **24 day of August, 2024** and shall continue in effect up to and including **August 23, 2027** and shall continue automatically thereof during annual periods of one (1) year unless either party notifies the other in writing as provided for in Article 28.02 of the Agreement.

28.02 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 operation.

28.03 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.

28.04 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment 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.

Duly Executed by the Parties hereto this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX "A"**  
**WAGES AND PREMIUMS**

Wages	Upon Ratification through 8/23/2025	8/24/2025 through 8/23/2026	8/24/2026 through 8/23/2027
	6%	4.5%	4%
<b>Operator</b>	\$30.78	\$32.17	\$33.45

**Employees assigned to the Production/Warehouse position will receive the equivalent percentage wage increases as listed.**

New Hires - \$.50 per hour less than the hourly rate for their classification until they have completed their probationary period.

**RRSP Plan**

**Employees who have completed three (3) months of employment will be eligible to participate in a Company sponsored RSP plan.**

**The Company will contribute \$173.08 per pay up to a maximum of \$4500 per year. If the employee wishes to contribute to the RSP, the company will match their contribution up to a maximum of an additional \$1000.**

**Employer contributions will commence on the first pay period after the employee is eligible, has enrolled in the plan, and provides the employer with their payroll authorization form. Any missed contributions due to employee not timely enrolling in the plan will be forfeited.**

**Steelworkers Humanity Fund:**

Commencing January 1, 2006 the Company agrees to deduct on a biweekly basis the amount of \$0.01 cents per hour from the wages of employees in the Bargaining Unit for all hours worked prior to the fifteenth day of the month following, to pay the amount so deducted to the Humanity Fund and to forward such payment on an annual basis to United Steelworkers, National Office, 234 Eglinton Ave. East, Suite 800, Toronto, Ontario M40 1K7, and to advise in writing both the Humanity Fund at the aforementioned address and the Local Union that such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made. The Company agrees to pay an equivalent amount of the total employee contribution on an annual basis. It is understood and agreed that participation by an employee in the Bargaining Unit in the program of deductions set forth above may be discontinued by an employee in the Bargaining Unit after the receipt by the Company and the Local Union of that employee's written statement of his/her desire to discontinue such deductions from his/her pay which must be received within four weeks of ratification of this Agreement.

**APPENDIX "B"****LETTER OF  
UNDERSTANDING –  
ATTENDANCE AND  
PROGRESSIVE DISCIPLINE**

BETWEEN: **Opta Inc.**  
Nanticoke, Ontario (the "Company")

AND: UNITED STEELWORKERS OF AMERICA  
and its AMALGAMATED LOCAL 8782 (the "Union")

1. Good attendance and punctuality are expected from all employees and are important factors for your continued success at the Company. Absenteeism and tardiness place a burden on other employees and on the company in general.
2. If you know beforehand that you will need to be absent, you are required to request this time off, at least two (2) weeks in advance, with your supervisor for approval.
3. In the instances when you cannot avoid being late for work or are unable to work as scheduled, you should notify your supervisor as soon as possible in advance of the anticipated late arrival or absence. When you call in to inform the Company of an unexpected absence or late arrival, you must contact your supervisor directly. Do not inform another employee and have them relay the message to your supervisor. If your supervisor is not available when you call, you may leave the information via phone, or via text. If you are unable to call in yourself because of an illness, emergency or for some other reason, be sure to have someone call on your behalf and advise that person to contact your supervisor or member of the management team. Where appropriate, you should call in each day that you are absent.
4. Attendance and absenteeism records will be considered as part of an employee's performance review. An excessive number of days absent, without reasonable justification, will lead to disciplinary action. Employees displaying an inability to adhere to this policy will be subject to disciplinary actions, up to and including termination of employment for cause.
5. After employees have exhausted **six (6) unscheduled days off**, in a calendar year, an absence will be classified as an excused or unexcused absence. These six (6) days satisfy the entitlement provided to employees for paid sick leave.
  - a. ***Excused*** absences are approved personal leave, jury duty, leave related to a work injury, qualified disability leave or accommodations, and any other leave provided by the applicable employment standards, or at the discretion of management approval.
  - b. ***Unexcused*** absences are employee's failure to notify his or her immediate Supervisor of an absence prior to the normal scheduled work time OR if an employee is absent without supervisory permission.

6. After an employee exhausts six (6) unscheduled, unexcused absences, the following progressive discipline will be used in a calendar year; however, the Company reserves the right to discipline an employee as it sees fit based upon the circumstances of each situation:

1 <sup>st</sup> Occurrence	Verbal Warning (write-up for employee file)
2 <sup>nd</sup> Occurrence	Written Warning 1
3 <sup>rd</sup> Occurrence	Written Warning 2
4 <sup>th</sup> Occurrence	1 Day Suspension Without Pay
5 <sup>th</sup> Occurrence	3 Day Suspension Without Pay
6 <sup>th</sup> Occurrence	5 Day Suspension Without Pay
7 <sup>th</sup> Occurrence	Termination

7. **Leaving Early** - If an employee needs to leave work prior to the end of a shift, they must notify their Supervisor prior to leaving the facility. If the employee leaves the premises early, without notifying their supervisor, the following actions will take place:

1 <sup>st</sup> Offense	1-Day Suspension Without Pay
2 <sup>nd</sup> Offense	3-Day Suspension Without Pay
3 <sup>rd</sup> Offense	Termination

8. **Tardiness** – If an employee will be arriving late up to and not to exceed one (1) hour of scheduled starting time, it will constitute one-half (1/2) of an occurrence/late arrival. Late starting time that exceeds one (1) hour of scheduled starting time will constitute one (1) occurrence/late arrival.

If an employee knows that he/she will be late or absent for work, the employee must follow the below procedures:

- The employee must call or text at least 30 minutes prior to the start of their shift, if able to, or time missed will be regarded as an unexcused absence or occurrence.
- The employee must call in person unless it is physically impossible to do so in which case a call from a treating health care organization or close relative will satisfy this requirement.
- The employee must talk to the Supervisor or Lead Hand.

Discipline for late arrivals, in a calendar year, are as follows;

3 Occurrences/Late Arrivals	Verbal Warning (write-up for employee file)
4 Occurrences/Late Arrivals	Written Warning 1
5 Occurrences/Late Arrivals	Written Warning 2
6 Occurrences/Late Arrivals	1 Day Suspension Without Pay
7 Occurrences/Late Arrivals	3 Day Suspension Without Pay
8 Occurrences/Late Arrivals	5 Day Suspension Without Pay
9 Occurrences/Late Arrivals	Termination

Dated at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 2024.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

HOLD FOR THE TERM AUGUST 23, 2024 – AUGUST 24, 2027

APPENDIX "C"



LETTER OF UNDERSTANDING SMOKING IN THE WORKPLACE

BETWEEN: ESM METALLURGICAL PRODUCTS, INC.  
Nanticoke, Ontario

AND: UNITED STEELWORKERS OF AMERICA  
and ITS AMALGAMATED LOCAL 8782

The Company and the Union agree that smoking in the workplace represents an extremely dangerous hazard. Accordingly, the Company and the Union agree that the Company's smoking policy prohibiting smoking in the workplace dated January 4, 1993 is justified and reasonable. The Company and the Union further agree that breach of this policy by an employee shall render the employee liable to severe disciplinary action including discharge. The Company and the Union further agree that this Letter of Understanding shall form part of the Collective Agreement.

Dated at Niagara Falls New York, this 10<sup>th</sup> day of January, 1996.

SIGNED ON BEHALF OF THE COMPANY

W. [Signature]  
Walter T. [Signature]

SIGNED ON BEHALF OF THE UNION

[Signature] 1/4/96  
Ronald M. [Signature] 5/4/96  
B. [Signature] 9/4/96



**APPENDIX "F"**

**LETTER OF UNDERSTANDING- SOP  
POLICIES AND PROCEDURES**

BETWEEN: **Opta Inc.**  
Nanticoke, Ontario (the "Company")

AND: UNITED STEELWORKERS OF AMERICA  
and its AMALGAMATED LOCAL 8782 (the "Union")

**The company and the union agree to continue the practice of meeting to discuss and develop SOP procedures and policies, including the implementation of new/or amended procedures.**

Dated at Electronically this 9<sup>th</sup> day of December, 2021.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

DocuSigned by:  
*Don Bonnett* 12/9/2021  
58225CDA07B1466...

---

DocuSigned by:  
*William Kodatsky* 12/10/2021  
B0C250A897472...

---

DocuSigned by:  
*Theresa Horvath* 12/10/2021  
D06B3481004645A...

DocuSigned by:  
*Lawrence Hay* 12/13/2021  
A6CB49ABD257456...

---



---