

# **COLLECTIVE AGREEMENT**

## **RUSSEL METALS INC. (OTTAWA DIVISION)**

2420 Stevenage Drive  
Ottawa (Ontario)  
K1G 3W3

**(hereinafter known as the "Employer")**

AND

## **UNIFOR and its LOCAL 4270**

**(hereinafter known as the "Union")**



**EFFECTIVE from April 1, 2020 to March 31, 2024**

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#### **ARTICLE 1- PURPOSE**

- 1.01 The purpose of this Agreement is to promote and to maintain harmonious relations between the Company, its employees and the Union, to secure continuous efficient Unit, with safe working conditions; to prevent any interference with Unit and production; to provide an effective method for the prompt disposition of grievances and to establish rates of pay, hours of work and working conditions which are both fair to the employees and consistent with the Company's obligations, recognizing that the wellbeing of the Company and that of its employees depends upon the welfare of the business as a whole.

#### **ARTICLE 2 - DEFINITIONS**

- 2.01 "Employer" or "Company" means RUSSEL METALS INC. (OTTAWA DIVISION)
- 2.02 "Union" means UNIFOR and its Local 4270.
- 2.03 "Employee" means an employee within the bargaining unit working for the Employer.
- 2.04 "Day" unless otherwise stated, means a calendar day.  
  
Holidays and weekends as defined in article 13 shall not be counted in determining the time within which action is to be taken in step 1 of article 9.02.
- 2.05 "Agreement" means the present collective Agreement.
- 2.06 "National Representative" means a representative of UNIFOR and its local 4270.

#### **ARTICLE 3 - RECOGNITION**

- 3.01 The Company hereby recognizes the Union as the sole and exclusive bargaining agent for those employees subject to this agreement, with respect to rates of pay, hours of work, negotiations and any other conditions of employment.

#### **ARTICLE 4 - NO DISCRIMINATION**

- 4.01 The Company and the Union agree there will be no discrimination, interference, intimidation, restraint or coercion exercised or practised upon employees of the Company because of membership or non-membership in the Union. It is agreed that the Union and its members shall not conduct Union activities during working hours or on the Company's premises except as specifically permitted by this Agreement.
- 4.02 The Company and the Union will not discriminate against any employee because of race, sex, creed, national origin, marital status, physical handicap, disability, sexual orientation or political affiliation nor will they condone sexual harassment in any form or any other provisions contained in the Ontario Human Rights Code.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5.01 The Union recognises that it is the function of the Employer to operate and manage its business in all respects and to direct the Unit and the work of the Employer, subject only to the limitations set forth in this Agreement.

#### **ARTICLE 6 - UNION MEMBERSHIP AND DUES CHECK-OFF**

- 6.01 As a condition of employment, all employees covered by this Agreement shall become and remain members of the Union at the signing of this Agreement.
- 6.02 The Company agrees during the term of this Agreement to deduct the amount of dues as prescribed by the constitution of the Union from the pay of each employee (including probationary employees). The said Union dues shall be deducted every pay period. The Company also agrees during the term of this Agreement to deduct the prescribed initiation fee or sum equivalent from all hourly employees hired after the date of ratification following the completion of their probationary period.
- 6.03 (a) The Company shall remit the amounts so deducted, prior to the fifteenth (15th) day of the month following, by cheque to the officer or officers of the Union, together with a list of employees from whom deductions were made, who were not checked off and why.
- (b) The Company agrees to supply the Local and the National Unifor Representative with a list of all employees, names, addresses, postal codes, telephone numbers upon ratification of this agreement and to update semi-annually on February 1 and August 1 to the Local 4270 Financial Secretary.
- 6.04 The Financial Secretary of the Local Union will notify the Company of the amount of regular Union dues and any changes will only come into effect fifteen (15) days after written notification.
- 6.05 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of, deductions made or payments made in accordance with article 6.
- 6.06 The Company agrees to include on the employee's T-4 slip for income tax purposes, the total union dues paid for the year, excluding any initiation fees.

#### **ARTICLE 7 — UNION SECURITY**

- 7.01 The Employer shall recognize the following Union representations:
- (a) A bargaining committee of two (2) employees. If the employees included in the bargaining unit number more than fifty (50), the Employer will recognize a bargaining committee of three (3) employees;
- (b) The Union shall have the right to elect or appoint up to two (2) grievance committee persons. During vacation or other extended absences, the union shall have the right to designate one (1) alternate grievance committee person.

- (c) A safety committee of two (2) employees named by the Union shall serve as members on the safety committee.
- 7.02 (a) Members of the Union bargaining committee will be entitled to leave their work during working hours in order to process grievances and to attend negotiation and conciliation meetings with the Employer for the renewal of the collective Agreement.
- i. The two (2) members of the grievance committee, one (1) to be chairperson, are entitled to leave their work during working hours in order to attend meetings with the Employer.
  - ii. When processing grievances or assisting in grievances or arbitration, one (1) Committee Person will be entitled to leave **their** work during working hours without loss of pay.
- (b) The committee persons must first obtain permission from a supervisor to leave their place of work. The time-off will be granted as per operational requirements and will not be unreasonably withheld.
- (c) The committee persons shall not suffer a loss of regular pay as a result of time-off provided in paragraphs a) and b) above.
- 7.03 If committee persons are not working on a shift at the time the Company calls a meeting where **they** must attend, **they** shall be paid at **their** basic hourly rate excluding overtime, for the duration only of the meeting.
- 7.04 The Employer has no obligation to recognize the Committee Person before receiving written notice from the Union. The Company shall inform the Union in writing of the names of the management personnel who will be dealing with the administration of the collective agreement, and any changes of personnel.
- 7.05 All correspondence between the parties, arising out of this agreement or incidental thereto, shall pass to and from the Unit Manager or **their** designate of Russel Metals Inc. (Ottawa) and the chairperson of the bargaining committee and/or the National Representative.
- 7.06 The President of the Local and/or the National Representative will be entitled to be present at meetings with Management when deemed necessary by the committee. The committee will advise Management of this decision prior to the commencement of the meeting.

**ARTICLE 8 - NO STRIKES, NO LOCKOUTS**

- 8.01 The Union agrees that neither it, its staff, nor any of the employees represented by it will instigate, encourage or participate in any strike (as defined in the Labour Relations Act), slow-down, work stoppage or other interference with production of work, whether complete or partial, during the term of the Agreement.
- 8.02 The Union undertakes that, in the event of any violation of the foregoing provision, it will immediately advise the employees that such conduct is in violation of the Agreement.

- 8.03 The Employer agrees that there will be no lockout as defined by the Labour Relation Act during the term of the Agreement.

#### **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURES**

- 9.01 It is the parties' express wish to settle, without delay, any dispute related to the administration, application and interpretation of the Collective Agreement. In the case of a grievance filed by an employee, a group of employees, or the Union, the following procedure applies.

A written settlement of any particular grievance shall be binding on the Employer, the Union and any employee.

Definitions:

- Individual grievances may be brought forward by an employee or Committee person.
- A group grievance is a grievance that relates to more than one employee and that has essentially the same facts, the same legal pretensions and the same remedy sought. All collective grievances must be signed by a Committee Person and applies only to the employees named in the grievance.
- A Policy grievance is a grievance concerning rights conferred specially to the Union in the collective Agreement and is signed by a Committee Person or a National Representative. A policy grievance will be submitted in writing at Step II.

- 9.02 Step I: An employee, a group of employees or the Union shall submit to the Plant Manager or **their** designate a grievance in writing within ten (10) days following the occurrence of the facts giving rise to the grievance or within ten (10) days from the time the employee or the Union has knowledge of the facts giving rise to the grievance, if this knowledge has occurred within a reasonable time frame from the original occurrence of the facts. The grievance shall include particulars of the alleged violation, and the remedy sought. The Plant Manager or **their** designate must then provide a written answer within ten (10) days following receipt of said grievance.

- 9.03 Step II: If the grievance is not settled in Step 1, the Union Grievance Committee, National Representative and Local designate, if needed, will meet with the Plant Manager and Company Representative and discuss the grievance. This meeting will occur within thirty (30) days of the original submission of the grievance in Step I.

The Company will respond within ten (10) days in writing to the meeting held at Step II to the Local Union, Grievance Committee and National Representative.

- (c) **If either party fails to meet the time limits specified in Step 1, then the grievance shall automatically go the next step in the grievance process (up to Step 2).**

#### ***Arbitration***

- 9.04 If an amicable settlement is still not arrived at through the grievance procedure, the matter shall be referred to arbitration by the party having carriage of the grievance. The arbitration proceedings shall be initiated within thirty (30) working days following the completion of

the grievance procedure as detailed in Article 9.02 and 9.03 but not later. Such Arbitrator shall be agreed upon within thirty (30) working days notice of arbitration being received or a request for selection of an Arbitrator shall be made to the Ontario Ministry of Labour. Alternately, upon receipt of a written request from either party, the parties may mutually agree to mediation/arbitration.

- 9.05 The parties agree to the following list of single arbitrators who shall be assigned on a rotating basis at the time a grievance is submitted for arbitration pursuant to Article 9;
- i. Syd Baxter
  - ii. Randy Levinson
- 9.06 No grievance may be submitted to arbitration which has not been properly processed through the mandatory stages of the grievance procedure as herein provided.
- 9.07 Each of the parties shall be responsible for the fees and expenses of its own witnesses and counsel. The fees and expenses of the sole Arbitrator shall be shared equally by the parties of this Agreement.
- 9.08 The decision of the arbitrator must be rendered within sixty (60) days from the last day of hearing unless this time limit is expressly waived by the parties. The decision of the Arbitrator shall be final and binding upon all parties and upon any employee affected by it.
- 9.09 The Arbitrator shall not have any power or authority to alter, modify or amend any provisions of this Agreement; or to substitute any new provisions for any existing portions of this Agreement; or to give any decision inconsistent with the terms and provisions of this Agreement; or to deal with any matter not covered by this agreement, except as provided for under the specific terms of the Ontario Labour Relations Act.
- 9.10 Where the provisions of this Agreement relate to the Grievance Procedure or Arbitration, it shall be understood that the time limits herein should be followed.
- 9.11 By mutual consent in writing, the parties may extend any of the time limits set out in this Article.
- 9.12 If either party fails to process a grievance in accordance with the procedure set out in this Agreement, then the grievance shall be considered abandoned in the case of failure to proceed on the part of the grieving party, or will proceed to the next step in the case of failure to reply on the part of the replying party, unless an extension of time limits has been agreed by the parties pursuant to Article 9.11 hereof.

#### **ARTICLE 10 - DISCIPLINARY ACTION**

- 10.01 (a) A Committee Person will be present when all disciplinary actions are given. When an employee is called to an interview by the Employer, and the subject of the interview is discipline or the subject of the interview may lead to discipline, the employee will be so informed before the interview and will be advised to have the Committee Person present.



- (b) Any discipline will be imposed within five (5) clear working days of the offence unless an extension is mutually agreed and will not be unreasonably denied.
  - (c) If **employees who have** been suspended or discharged wishes to discuss the matter with a Committee Person, prior to leaving the Company premises, **they** shall be entitled to do so, provided such person or persons are available, on the premises at the time of suspension or discharge. Such discussions will be held at a place designated by the Employer.
  - (d) **Discharge**  
If **employees who have** attained seniority believes that **they have** been discharged without just cause, the matter may be presented directly to Step II of the grievance procedure within ten (10) days after written notice of such discharge has been given to the employee.
- 10.02 Any notice of discipline will be removed from the employee's record after twelve (12) months from the date of issue. Employee's absence of more than thirty (30) consecutive days will be added to the twelve (12) months delay.
- 10.03 Copies of notices of discipline are given to the Committee Person.

## **ARTICLE II - SENIORITY**

- 11.01 (a) Except as expressly provided herein, the seniority of individuals employed by the Company means the length of **their** continuous service with the Company since the date of **their** last hiring by the Company.
- (b) In the event that more than one employee is hired on the same date, the employees shall be placed on the seniority list in alphabetical order which shall determine their seniority ranking.
  - (c) The employee acquires seniority rights after a sixty-working (60) day probation period. After this probation period, **employees'** seniority will be retroactive to **their** first day of employment. The probationary period may be extended by mutual agreement between the Union and the Company.
- 11.02 **Employees** shall lose seniority, **their** employment shall cease, and **their** name shall be removed from the seniority list for any of the following reasons:
- (a) **They** quit or retire; or
  - (b) **They are** discharged and is not reinstated through the grievance and arbitration procedure; or
  - (c) **They are** laid off for a period in excess of the equivalent of **their** seniority up to a maximum of twenty-four (24) consecutive months; or
  - (d) **They are** absent, without satisfactory explanation for such absence, for three (3) consecutive working days; or

- (e) **They** fail to report for work on the specified day in accordance with a notice of recall or within seven (7) days after receiving such notice, whichever is later, unless a written reason, satisfactory to the Company, is given; or
  - (f) **They are** absent for reasons other than those declared and agreed upon for the leave of absence in question.
- 11.03 An employee who is transferred out of the bargaining unit will maintain but not accumulate seniority for three (3) months after such transfer. At the end of such three (3) month period, seniority will be lost. Seniority would be maintained in this manner for only the first time an employee was transferred out. Upon return to the bargaining unit they will bump the junior employee if they have the ability to perform the work immediately and without training.
- 11.04 The Company shall prepare a seniority list in January and July of each year showing the last hiring date of each employee. One (1) copy of such list shall be supplied to the Committee Person and one (1) copy shall be posted on the notice board.
- 11.05 An employee on probation, unless otherwise provided, has a right to the collective Agreement, but may be disciplined, discharged or otherwise terminated at the sole discretion of the Employer. A probationary employee may be disciplined or discharged from employment at the sole discretion of the Employer, provided such discipline or discharge is not carried out in an arbitrary or discriminatory manner or contrary to the Ontario Human Rights Code.

**ARTICLE 12 - HOURS OF WORK AND OVERTIME**

- 12.01(a) This article is intended to define the normal hours of work and shall not be construed as any guarantee of work, or hours of work per day or week, or days worked per week.
- (b) The Employer shall endeavour to provide employees with an eight (8) hour shift per day for a total of forty (40) hours per week. The Employer currently operates on a twenty-four (24) hour shift schedule with some employees on rotating shifts (see Letter of Understanding Regarding Rotating Shifts). New employees might not be required to rotate.
  - (c) The Employer reserves the right to change shift times and length of shifts, if needed for operational purposes.
    - i. Day shift 7:00 a.m. to 3:00 p.m., Monday to Friday
    - ii. Afternoon shift 3:00 p.m. to 11:00 p.m., Monday to Friday
    - iii. Night Shift 11:00 p.m. to 7:00 a.m., Sunday night to Thursday night
    - iv. Driver From 5:30 to 7:00 a.m. (starting time) Monday to Friday. At all times a driver **will** require an **eleven (11)** hour rest period between finishing and starting times.

The Employer shall provide the Union and employees with a minimum of twenty-one (21) days advance notice of any permanent changes to shift schedules and hours of work. In addition, any such changes can only be undertaken for sound business reasons.

The Employer will give the Committee Person a list with names of employees, the department in which they work and their shifts. The list will be remitted to the Committee Person in February and in August of each year.

- 12.02 Employees will be paid a half (1/2) hour for meal break and will be allowed one (1) paid break of fifteen (15) minutes to be taken during the first part of the shift as scheduled by the Employer.
- 12.03 There will be a five (5) minutes wash up period immediately prior to the meal break and prior to the end of the shift.
- 12.04(a) Employees who work two (2) or more hours immediately preceding or following their regularly scheduled shift shall receive a fifteen (15) minutes paid break for each 2 hour period.
- (b) Employees who work twelve (12) hours or more will be granted a meal allowance of ten dollars (\$10).
- 12.05 All hours worked in excess of eight (8) hour per day shall be paid at time and a half (1 1/2) the regular rate of pay. For all hours worked on a Saturday, the rate of time and one and a half (1 1/2) the regular rate of pay shall apply. For all hours worked on a Sunday, the rate of double (2) the regular rate of pay shall apply.
- 12.06 The Employer shall meet its overtime requirements on a voluntary basis by classification and by seniority, so long as an employee can perform the work immediately and without training, as follows:
- (a) First, with employees just finishing their shift.
- (b) Second, with employees from the following shift.
- (c) If the Employer still has not a sufficient number of voluntary employees to cover the overtime requirements, the most junior employees, starting or just finishing their shift, within the classification, will be obliged to work the overtime.
- (d) When the Employer requires employees to work overtime during the weekend, overtime shall be offered by classification and seniority so long as the employee can perform the work immediately and without training.
- (e) For the overtime during the weekend or during a paid holiday, the Employer will post the requirements by day shift, lunch break Thursday until 8:00am Friday. Employees wishing to work the overtime will post their names on the notice. If more employees post their names than required for the overtime, the Employer will offer such overtime by seniority.
- (f) Employees shall have the right to refuse any overtime. However, if the Employer is unable to fulfil its requirements, it shall be entitled to require employees to work overtime by reverse order of seniority.

- (g) If **employees** allege that **they have** been bypassed in overtime assignment and such allegation is substantiated, **they** shall be paid an amount equal to the amount **they** would have earned **have they** worked overtime on the missed opportunity.

12.07 The parties agree to try to reduce the required overtime as much as possible while also taking into account operational requirements. At all times, an employee may require an eleven (11) hour rest period between finishing and starting times or as per the Employment Standards Act, Ontario.

**ARTICLE 13 - PAID HOLIDAYS**

13.01 The Employer shall provide the following paid holidays each year:

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

13.02 Employees on probation will receive payment for the holidays listed above in accordance with the *Employment Standards Act, Ontario*. In addition, the employee must work or have reasonable cause for failure to work, or have previous permission by the Company to be absent for the specific day, the scheduled work day immediately preceding and immediately following the paid holiday.

13.03 If the holiday occurs during the vacation period of an employee, the employee will receive an additional day of vacation immediately following or immediately preceding their vacation period. If more than one (1) employee wants the same day, the choice will be given by seniority. Also, the employee can bank this day to be taken at a later time as mutually agreed by the Employer and by the employee.

13.04 Holiday pay is (8) eight hour times the employee's basic rate of pay or regular scheduled shift rate of pay plus shift premium if the employee was normally scheduled for the afternoon or night shift.

13.05 All hours worked by an employee on a paid holiday, as defined in section 13.01, will be paid at double time the employee's regular rate of pay, plus the regular pay for that paid holiday.

13.06 No employee shall be entitled to holiday pay during a period of layoff, Workers' Compensation, maternity, parental or adoption leave, personal leave, short or long term disability or if the employee was not eligible to receive such pay under article 13.02.

13.07 When any of the above holidays fall on a non-operational day, the Company and the Union will discuss and agree on the alternate day to be observed.

13.08 If the government mandates an additional holiday it will be added to the list in 13.01.

#### ARTICLE 14 - VACATIONS

14.01 The vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>. Vacationable earnings will be calculated based on the period from the first pay of May until the last pay in April.

14.02 When **employees** celebrate an anniversary during the vacation year which corresponds with eligibility for an additional week's vacation **they** will now become eligible for the additional week of vacation upon reaching **their** anniversary and in accordance with the formulas listed below:

- (a) For employment of less than one year, the employee shall be entitled to one (1) vacation day for each calendar month worked, up to a maximum of ten (10) days vacation. Vacation pay will be equal to four percent (4%) of the gross salary earned during the period of employment in the twelve (12) months preceding.
- (b) For continuous employment between one (1) year and four (4) years, the employee shall be entitled to two (2) weeks of annual vacation. Vacation pay will be equal to four percent (4%) of the gross salary (excluding vacation pay taken) earned during the twelve (12) months of employment preceding.
- (c) For continuous employment between four (4) and nine (9) years, the employee shall be entitled to three (3) weeks of annual vacation. Vacation pay will be equal to six percent (6%) of the gross salary (excluding vacation pay taken) earned during the twelve (12) months preceding.
- (d) For continuous employment of nine (9) or more years, the employee shall be entitled to four (4) weeks of annual vacation. Vacation pay will be equal to eight percent (8%) of the gross salary (excluding vacation pay taken) earned during the twelve (12) months preceding.
- (e) For continuous employment of sixteen (16) or more years, the employee shall be entitled to five (5) weeks of annual vacation. Vacation pay will be equal to ten percent (10%) of the gross salary (excluding vacation pay taken) earned during the twelve (12) months preceding.

Employees who have worked forty-five (45) weeks or less during the vacation year shall receive the number of weeks to which they are entitled with pay based on the percentage as above described for each week.

Employees who have worked more than forty-five (45) weeks during the vacation year shall receive the greater of either the percentage as above described for each week or the number of weeks to which they are entitled with pay.

It is understood that any time absent from work without compensation received by the Employer, may it be L.T.D. or Compensation or L.O.A. shall not be counted toward the forty-five (45) work weeks.

14.03 The Employer, starting April 1<sup>st</sup> to April 15<sup>th</sup> will post a notice to inform employees about their first choice of vacation for the period from May 1<sup>st</sup> to November 30<sup>th</sup>. The Employer, starting November 15<sup>th</sup> to November 30<sup>th</sup>, will post a second notice to inform employees about their second choice of vacation from December 1<sup>st</sup> to April 30<sup>th</sup>.

Employees must choose their vacation periods by applying directly on the first and/or the second posting. The Employer will grant the employees request according to plant seniority and to operational requirements. In the event of conflicting choices between two (2) employees, the senior employee will have preference.

For the first posting, the Employer will advise the employees before April 30<sup>th</sup> and for the second posting, the Employer will advise the employees before December 10<sup>th</sup> of the vacation periods. A copy of the approved vacation schedule is given to the Committee Person.

If **employees** do not choose all **their** vacation periods before December 1<sup>st</sup>, **their** vacation request will be granted provided it does not conflict with other employees' previously approved vacation and operation requirements. However, if the employee fails to submit a vacation request before March 1<sup>st</sup>, the Company will schedule any unused vacation entitlement.

14.04 Vacation pay will be paid at the time vacation is being taken. An amount equal to the length of vacation will be paid to the employee.

14.05 **Employees** may change **their** vacation period provided **their** new scheduled vacation **do** not conflict with other employees' previously approved vacations. The employee must provide the Employer with a notice of at least thirty (30) days in advance. Rescheduling of vacations is granted with regard to efficient operation of the business.

14.06 An employee, who ceases to be employed by the Employer for any reason, shall at the time of termination receive all vacation pay due in accordance with Article 14.01. In the event an employee dies, the employer will forward any vacation pay to the employee's estate.

14.07 *Quotas*

- (a) Only one (1) driver and only one (1) welder can leave at the same time for vacation.
- (b) For the prime vacation season of the first (1<sup>st</sup>) week of June until the first (1<sup>st</sup>) week of September, employees shall be allowed to pick a maximum of two (2) weeks based on seniority.

After all employees have been allowed to choose, then employees shall be allowed to choose again by seniority.

- (c) For all other classifications, a combined total of up to three (3) additional employees, other than Driver or Welder, will be granted vacation leave at the same time, subject to maintaining a qualified workforce.
- (d) When the total number of Employees reaches thirty (30), one additional employee will be allowed vacation as per Article 14. For each additional five (5) employees hired an additional one (1) employee will be allowed vacation as per Article 14.

14.08 The Employer will offer employees classified "general labour", by seniority, the opportunity to work in a preferential shift to replace other general labours during the vacation period.

14.09 The Company may employ students to work during the school vacation period between May 1' to September 15th. The parties agree that such students will not acquire seniority while working and further, will not be covered by any terms contained in the collective Agreement except for salary rates, working hours and overtime. Students will be required to pay appropriate Union dues.

Before sending students to replace general labours on the afternoon or the night shifts, the students will be allowed a familiarization period of one (1) to two (2) weeks during the day shift, if required.

Before hiring any students, the Employer will offer any laid off employees the opportunity to be recalled in the position, on the shift and at the rate offered in the classification in which **they are** being recalled. The laid off employees will have five (5) days after receiving a written notice to inform the Employer of **their** intention. Such **employees** will not lose seniority if **they** refuse such recall.

#### ARTICLE 15 - JOB POSTING

15.01 In the event new positions are created or vacancies occur within the bargaining unit that the Employer wishes to fill, it will post such new positions or vacancies for a period of two (2) working days, in order to allow employees to apply. All employees interested in the job must make the application directly on the posted notice within the two (2) working day period that the vacancy is posted. The Company will post the name of the successful applicant within three (3) days from the date the position was filled. The posting will include a job description, department, rate of pay and the date of the opening. The subsequent vacancy, if any, created by the successful job bidding will be filled by the job posting procedure. The Employer will have reasonable time to find suitable replacements.

15.02 When filling positions, in accordance with article 15.01, the Employer will consider for welders and for drivers, the employee's seniority, skill, ability and qualifications. For all other positions, the Employer will consider the employee's seniority and basic skills required for such position.

15.03 Employee's selected to a position in accordance with this article, shall be placed on a trial/training period of **thirty (30)** workdays, comprised of **fifteen (15)** days overseen by a trainer and **fifteen (15)** days performing the job on **their** own. The training period shall take place on the day shift, notwithstanding where it is advantageous to the training process; employees may be trained on alternate shifts. If **employees** wish to return to **their** former position **they** may do so by submitting a written request to the Company within the **thirty (30)** workday trial period. If **employees** prove unsatisfactory in the new position during the **thirty (30)** workday trial/training period, **they** shall be returned to their former position in the bargaining unit. If **employees do** not demonstrate the ability to learn the required skills within the first ten (10) workdays of the trial/training period **they** shall be returned to their former position in the bargaining unit. **Training maybe shortened or extended upon mutual agreement between the Company and the Union.**

- 15.04 When **employees are** returned to **their** former position, subsequent transfers will be reversed and transferred employees will be returned to their former positions. In such case, the vacancy posted under article 15.01 shall be awarded to the next most senior applicant on the original posting under the same rules.
- 15.05 Successful applicants will be paid immediately the rate of the new position.
- 15.06 An employee on vacation shall be deemed having posted as per article 15.01.
- 15.07 In the event the Company establishes a new classification or a new posting, the parties agree to meet and to discuss an appropriate rate. Should the parties be unable to agree on an appropriate rate, the matter may be referred to arbitration under the present collective agreement. The arbitrator's decision on appropriate rate will be retroactive to the establishment of a new classification or a new position. The arbitrator must consider, in **their** decision, rates of positions already negotiated in the present Collective Agreement.
- 15.08 The Company will supply the Committee Person with a copy of postings and of applicants. The Committee Person will be informed of the Employer's decision regarding employee's selection.

#### **ARTICLE 16 - TEMPORARY ASSIGNMENT**

- 16.01 Subject to article 16.02, the Union agrees that the Company will have the right to assign employees to work for up to twenty (20) days in other jobs as considered necessary by the Company to facilitate Unit.
- 16.02 In the event that a job assignment is expected to exceed twenty (20) working days or if the absence totals twenty (20) working days, the Company agrees to post such temporary vacancy in accordance with article 15.01. The Employer will consider applicants, by seniority, as provided for in article 15.02 without any training. All temporary transfers will be by seniority. Senior employees will have the first chance at such transfers, then to the lowest seniority employee.
- 16.03 In the event **employees are** temporarily transferred to a lower rated classification for the convenience of the Company, the employees will maintain **their** regular rate of pay.
- 16.04 If an employee is temporarily transferred to a higher rated classification by the Company, the employee will be paid the rate of the said classification.
- 16.05 In case **employees use their** right to displace another employee in case of layoff, **they** will receive the rate of pay for **their** new position.
- 16.06 Vacant jobs created as a result of illness, injury or occupational accident or illness or leave of absence will not be posted a permanent vacancies.



#### ARTICLE 17 - LAY-OFF AND RECALL

- 17.01 (a) When the Company deems it necessary to reduce the workforce **layoff** shall be done by plant wide seniority consistent with the company's right to maintain a work force who has the ability to perform the work.
- (b) The junior employee in the classification where the lack of work occurs will be laid off first.
- (c) Employees who are laid off may exercise their plant wide seniority and bump a junior employee in any other classification they are able to perform the work in. Senior employees who elect to **bump** a junior employee in any other classification, will be given a five (5) day training session to familiarize themselves with all aspects of the job.
- (d) The Company will give regular employees at work, three (3) clear working days' notice in writing of lay-off. A list of employees to be laid off will be given to the Union and the dates of the lay-off will be given to the Union before it is posted. Employees who exercise their bumping rights will advise the Company of the position they wish to bump into within twenty-four (24) hours of receiving the notice of layoff.
- (e) When a lay-off is deemed necessary, students will be laid off first, then probationary employees and then full time employees.
- (f) In case of a lay-off or recall, no employee other than a driver or temporary driver can displace or be recalled as a driver.
- (g) The Committee person will be supplied with a list of layoffs, recalls and displacements in relation to Article 17.01.
- 17.02 (a) In the case of recall, the Company proceeds in reverse order of the layoff provided the employee has the ability to perform the work immediately and without training. In the event of a permanent recall, if the employee is not familiar with the paper/computer work required in the job and the employee demonstrates they can efficiently learn and perform the paper/computer work aspect of the job, then the employee will be provided this training.
- (b) Before anyone is recalled to any classification, laid off employees who have previously been qualified or done the required work in a classification will be given the opportunity to re-qualify.
- (c) The Employer shall give notice of permanent layoff as per the Employment Standards Act, Ontario.
- 17.03 The Employer agrees that no partial reduction of hours shall be instituted in the event of a shortage of work, unless consent by the Union.
- 17.04 When the employer determines that lay-offs may be permanent or for an indeterminate period, they will agree to meet with the Union to explore alternative options.

#### ARTICLE 18 - DAYS OFF WITH PAY

- 18.01 **Employees** may be absent from work for two (2) days at the birth of **their** child or adoption of a child. The two (2) days of absence shall be paid if the **employees have finished their** probation period.
- 18.02(a) Within a calendar year, employees with more than six (6) months seniority may be absent from work for up to four (4) days for sickness without loss of pay.
- (b) Employees hired in a calendar year may be absent from work for one (1) day with pay upon completion of each three consecutive months of service in the calendar year.
  - (c) Payment of sick days is in full days only.
  - (d) Any unused sick days will be paid out at the end of each calendar year or upon severance or retirement during the year, at the employee's rate of pay in effect.
- 18.03 **Employees will be granted one (1) Floater day as of April 1 of each contract year for employees with fifteen (15) or more years of service provided they are actively employed.**
- Employees will be granted one (1) additional Floater day, two (2) Floaters days total, as of April 1 of each contract year for employees with twenty-five (25) or more years of service provided they are actively employed.**
- Requests for the Floater day(s) must be submitted in writing with at least five (5) working days in advance. Approval will be granted subject to maintaining a qualified work force.**

#### ARTICLE 19 - HEALTH, SAFETY AND ENVIRONMENT

- 19.01 The Employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace. The Employer shall abide by the Occupational Health and Safety Act, as amended.
- The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful working environment.
- The parties agree to use their best efforts to jointly achieve these goals.
- 19.02 (a) A Joint Health and Safety Committee shall be established which is composed of a minimum of two (2) union members chosen by the Union and of two (2) management members chosen by the Employer.
- i. The Company agrees that one (1) union member of the committee shall be certified.
  - ii. Certification training will be conducted for the Union member by an instructor provided by the Workers Health and Safety Center. During such training, the Company will pay the full costs of training, including lost time, courses fees and materials, travel, accommodations and expenses.
- b) The functions and powers of the committee are to:

- i. identify situations that may be a source of danger or hazard to employees;
- ii. make recommendations to the Employer and the employees for the improvement of the health and safety of employees;
- iii. recommend to the Employer and the employees, the establishment, maintenance and monitoring of programs, measures and procedures respecting the health or safety of employees;
- iv. obtain information from the Employer respecting,
  - the identification of potential or existing hazards of materials, processes or equipment, and
  - health and safety experience and work practices and standards in similar or other industries of which the Employer has knowledge;
- v. obtain information from the Employer concerning the conducting or taking of tests of any equipment, machine, device, article, thing, material or biological, chemical or physical agent in or about a workplace for the purpose of occupational health and safety; and
- vi) be consulted about, and have a designated member representing employees be present at the beginning of testing referred to in clause (5) conducted in or about the workplace if the designated members believed their presence are required to ensure that valid testing procedures are used or to ensure that the test results are valid;
- vii. hold meetings at least once every two (2) months or more often, if required;
- viii. the Union members of the committee will meet without the Company representation for a maximum of one (1) hour prior to the committee meeting, if required;
- ix. Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement;
- x. The committee shall be allowed to accompany an external inspector as required under s. 43 of the OHSA.
- xi. The Employer shall provide to all employees whose work requires them to wear protective devices with the necessary tools, equipment and protective clothing required including safety glasses, welding leathers and helmets, gloves and hard hats. These shall be maintained and replaced where necessary, at the Company's expense.
- xii. **Employees who are injured during working hours and who are required to leave for treatment or are sent home as a result of such injury shall receive payment for the rest of the shift on the day of the accident at their regular rate of pay.**

19.03 *Protective Equipment*

The Employer will provide work clothing as defined in this Article:

- (a) work gloves as required;

- (b) the Company will provide safety footwear. Winter boots will be provided by October 31<sup>st</sup> and regular safety boots by April 1<sup>st</sup>;
  - (c) rain wear as required;
  - (d) winter boots and winter coveralls to drivers and to employees who work outside;
  - (e) the Company will **provide work clothing as defined in this article.**
  - (f) the Employer will replace winter boots, winter coveralls and work clothing upon normal wear and tear. The employees are responsible to keep proper care of such apparel.
- 19.04 The Company agrees to comply with the rights to refuse or stop work and reprisals by Employer are prohibited as per sections 43 to 50 of the Occupational Health and Safety Act 1990, 9as amended by S.O. 1992, c. 14, S.2) for the duration of this Agreement.
- 19.05 The Company will give information and training on safety of equipment and on chemical hazards, when required.
- 19.06 (a) There shall be a first aid attendant present on all shifts.
- (b) The Company shall pay for the fees, text books and lost time of any first aid attendants it designates.
- 19.07 **Modified Work**
- (a) The Union will be part of all return to work/modified work discussions.
  - (b) The Employer will make every reasonable effort to accommodate employees with suitable alternate, temporary or permanent employment by reviewing and if necessary modifying their regular duties.
  - (c) Employees who are put on a modified job will suffer no loss of pay for the job they are performing.
  - (d) **Employees have an obligation to actively participate and cooperate in the accommodation process in accordance with medical restrictions.**
- 19.08 The Employer will provide the Union a copy of each WSIB Form 7 and any Accident Investigation form for an injured worker.

#### **ARTICLE 20 - LEAVE OF ABSENCE**

- 20.01 Leave of absence with pay shall be granted by the Employer to attend Union conventions, conference or training dealing with issues arising out of the Collective Agreement provided it does not interfere with the efficient Unit of the plant. Such leaves of absence will be limited to up to two (2) employees for a total aggregate of twenty-five (25) days maximum per calendar year for the total of the bargaining unit. The employer will bill the Local Union within ten (10) days for any time lost.

Applications for such leaves of absence shall be made at least four (4) weeks prior to the requested leave or earlier if the Employer accepts.

- 20.02 Employees may apply for leave of absence, without pay, for personal reasons. Applications shall be made in writing stating the reason for the leave and where circumstances permit, applications must be made four (4) weeks prior to the leave. A maximum of one (1) employee may leave at the same time. Leave of absence shall be granted, in writing, at the discretion of the Company but shall not be unreasonably withheld, nor shall they interfere with the efficient Unit of the plant.

Employees will be advised in writing within ten (10) working days of the reason for the Company not granting a leave of absence. Employees shall not lose seniority while on leave of absence. Such leave will be granted for a maximum of three (3) months at a time.

If **employees are** granted such a special leave of absence and **they use** it for any other reason than the one stated in **their** application, **they** will be subject to immediate dismissal.

- 20.03 *Maternity/Parental/Adoption Leave*

Employees may request an unpaid leave of absence(s) as per the *Employment Standards Act, Ontario*.

#### ARTICLE 21 - JURY DUTY

- 21.01 When **employees are** required to serve as a juror or is subpoenaed as a witness for the Crown, the employees shall be granted a paid leave for the period **they are** required to be away from work. The exception will be for cases in **their** own defense.

The employee must provide a statement issued by an Official of the Court certifying the requirement of the employee's services as a Juror or Crown Witness.

It is expected that all employees will report to work before and after their Jury Duty or Crown Witness appearance whenever possible.

With the exception of meals, transportation and accommodation reimbursements, jury allowance received from the Court during the paid period must be paid to Russel Metals Inc., to be deposited into the Company's Payroll Account.

During the leave, employees will receive in compensation, wages and benefits normally received prior to the leave. The employee will be responsible for the payment of their portion of the group benefit premium costs.

- 21.02 In the event **employees are** called by the Company as a witness or as a witness for an accident that has occurred during **their** working hours and relation to **their** work, **they** will not incur a loss of regular pay.

#### ARTICLE 22 - BEREAVEMENT LEAVE

- 22.01 An employee will be entitled to a paid leave of absence of up to five (5) days on the death of the employee's spouse (including same sex partner and common law), child, step-child and parent, to be taken during the period of bereavement and not to finish later than ten (10) days after the funeral or memorial service.
- 22.02 An employee will be entitled to a paid leave of absence of three (3) days on the death of the employee's brother, sister, grandparent, father-in-law or mother-in-law, **sister-in-law, brother-in-law, daughter-in-law, son-in-law** to be taken during the period of the bereavement and not finish later than the week after the funeral service.
- 22.03 An employee will be entitled to a paid leave of absence of one (1) day on the death of the employee's aunt, uncle, brother-in-law and sister-in-law.
- 22.04 Time off for bereavement must be reported as soon as possible to the supervisor or Plant Manager.
- 22.05 Upon request, the employee shall be required to provide proof of death, for example, a newspaper obituary/memorial service notice, death certificate etc.

#### ARTICLE 23 - REPORTING PAY

- 23.01 **Employees** permitted to come to work without having been notified prior to reporting for work that **their** services are not required, shall receive a minimum of four (4) hours' pay at **their** regular hourly rate. The Employer may avail itself of the services of such employee for such minimum period on any work that may be assigned.
- 23.02 **Employees** called back to work after completion of **their** regular shift shall receive, in such instances, a minimum of four (4) hours' pay based on **their** regular hourly rate or the applicable rate for the hours worked, whichever is greater. This article is only applicable if the employee has left the Company's premises.

#### ARTICLE 24 - GENERAL

- 24.01 The Employer will supply copies of the Collective Agreement in booklet form in English and French. Photocopies of the translated Collective Agreement will be given to employees who require it. Only English version is the legal version.
- 24.02 The Company agrees to provide a bulletin board in an area accessible to employees in the plant for the purposes of posting meeting notices and official Union information. Such notices are subject to approval by the Plant Manager before posting. No document will be distributed in the Plant without prior approval by the Plant Manager.
- 24.03 The Union agrees that the supervisors will continue to perform work usually performed by employees in the bargaining unit except if this work creates a layoff or prevents a recall of a regular employee. Only one (1) supervisor can accomplish this work on the night or afternoon shifts.

- 24.04 The Employer shall not contract out work normally performed by regular employees if such contracting out creates a layoff or prevents a recall of a regular employee.
- 24.05 The Employer will equip every truck with an emergency kit including a cellular phone.
- 24.06 The labour classifications, wage progressions and minimum hourly rates of pay are attached as Schedule "A" of this Agreement.
- 24.07 *PEL*

The Employer agrees to pay annually, for the purpose of providing paid education the sum of;

Effective January 1, 2021	<b>\$800.00</b>
Effective January 1, 2022	<b>\$800.00</b>
Effective January 1, 2023	<b>\$800.00</b>
Effective January 1, 2024	<b>\$800.00</b>

Such moneys to be paid into a trust fund established by the National Union, **Unifor**, effective from date of ratification, and sent by the Company to the following address: **Unifor Leadership Training Fund, Unifor-Canada-PEL Training Fund, 115 Gordon Baker Road, Toronto, ON M2H 0A8.**

The Employer further agrees that members of the bargaining unit, selected by the Union to attend such courses, will be granted a leave of absence without pay as per article 20.01. Said leave of absence will be intermittent over a twelve (12) month period from the first day of leave. Employees on a said leave of absence will continue to accrue seniority and benefits during such leave.

- 24.08 Any road map needed in order for **drivers** to do **their** job will be purchased by the Company.
- 24.09 ***Drivers' examination***

When a driver is required by law to undergo regular medical examination and/or regular licence examination, the Company will pay for any regular loss time and the examination fee.

- 24.10 ***Union Management Meeting***

Two (2) employees named by the Union and two (2) management members will hold meetings at least once every three (3) months or more often, if required. Subjects may vary from working conditions to special company projects. These employees will be paid regular hours, excluding overtime, for such time as required.

**ARTICLE 25 - TECHNOLOGICAL CHANGE**

- 25.01 In the event that the Employer is considering the introduction of technological changes such as equipment, computer or other automated devices or machines, the Employer agrees to discuss such changes with the Union and any affected employee as far in advance as possible.

25.02 In the event new production equipment is introduced, the Employer agrees that employees who are performing the tasks on the new automated production equipment shall be offered on the job training.

**ARTICLE 26 - HEALTH AND WELFARE BENEFITS**

26.01(a) All employees who have completed the probationary period are eligible for the group insurance plan presently in place whose costs are assumed by the Employer and by the employee according to the following table:

<b>LIFE INSURANCE</b>	Employer pays 100% of premiums (taxable benefit)
Basic Life	One (1) times annual base earnings — min. \$42,000.00
AD&D	One (1) times annual base earnings — min. \$42,000.00
<b>WEEKLEY INDEMNITY BENEFIT</b>	Employer pays 100% of premiums — taxable
Benefit	66⅔% of regular weekly income
Maximum	\$850 per week maximum
Waiting Period	0 days accident 0 days hospitalization 3 days illness
Maximum Benefit Period	26 weeks
<b>LONG TERM DISABILITY (LTD)</b>	Employee pays 100% of premiums — non taxable
Definition of disability	Own occupation — 24 months Any occupation — thereafter
Monthly benefit amount	60% of monthly income
Maximum benefit	\$5000 per month
Overall Maximum	85% of net monthly income
Waiting period	26 weeks
CPP offset	Yes
<b>GROUP HEALTH</b>	Employer pays 100% of premiums.
Deductible	None
Drug reimbursement	As of July 1, 2021 Pay Direct Drug Card Tier 1 – Preferred and Speciality Drugs – 85% of the allowed claim per prescription or refill, until \$1000 of out-of-pocket eligible expenses has been reached per calendar year. Thereafter 100% of the allowed claim per prescription or refill. <ul style="list-style-type: none"> <li>• most generic drugs</li> </ul>



	<ul style="list-style-type: none"> <li>• competitively priced brand name drugs with no generic alternatives available</li> <li>• select brands that offer significant advantages such as safety or efficacy.</li> <li>• drugs generally prescribed for complex or ongoing medical conditions.</li> <li>• typically high-cost medications that are often injected or infused, or require complicated treatment regimens</li> </ul> <p><b>Tier 2 – Non-Preferred Drugs – 60% of the allowed claim per prescription or refill</b></p> <ul style="list-style-type: none"> <li>• brand name medications that are more expensive than alternatives within the same therapeutic class</li> <li>• brands that have therapeutically equivalent generics available at a lower cost.</li> <li>• Generics not affected by generic pricing reform. Prices for these drugs can be even higher than alternative brand name drugs in the same therapeutic class.</li> <li>• Diabetic testing agents and insulin: 100% of the allowed claim</li> <li>• Syringes and needles: 100%</li> <li>• All other eligible expenses: 100%, subject to plan maximums and limits</li> </ul> <p>Any allowed dispensing fee charge per prescription or refill up to 4 per calendar year, for less than a 3-month supply of maintenance drugs.</p>
Co-Pay	None
Para-medical	\$350 per person per practitioner/year max. (no cap on physiotherapy)
Hospitalization	Semi-Private
<b>DENTAL CARE</b>	Employer pays 100%
Deductible	Basic Treatment - \$0 Major Treatment - \$0
Reimbursement	100% preventative 100% basic treatment 50% major treatment
Reimbursement Max.	\$1600 per person/year (all services combined)
Fee Schedule	One (1) year lag
<b>TRAVEL INSURANCE</b>	Employer pays 100% of premiums

<b>VISION CARE</b>	Employer pays 100% of premiums
Eye exam	\$95 every 24 month period
Maximum	\$200 each 24 month period

- (b) The Employer will assist the employee in resolving any disputes with the insurance carrier.
- (c) The Employer agrees that if during the term of this agreement there is a change in insurance carriers that the benefit coverage provision as outlined in 26.01 and the Insurance Contract Table of Benefits will remain in effect.
- (d) Any disagreement about the entitlements of an insured employee shall be a matter between the insured employee and the insurance carrier. Under no circumstances shall the Employer be responsible for such benefits.
- (e) Furthermore, these issues shall not be arbitrated under the terms of this Collective Agreement.
- (f) In the event of a lay-off, benefit coverage will remain in effect until the end of the month following the month in which the lay-off started.
- (g) If an employee is absent due to illness or a legislated Leave of Absence and for benefit coverage to remain in effect the employee must pay their portion of the premium cost. The parties will mutually agree on a benefit premium repayment plan with up to twenty-five (25) percent (%) maximum recovery per pay. The payment plan will not exceed six (6) weeks.

**26.02 Pension Fund**

The Employer will pay, on behalf of each employees who **have** completed **their** probation period, in amounts according to the following table, for each hour paid, to the "Canada-Wide Industrial Pension Fund":

**Pension Contribution**

	<b>Pension Contribution</b>
April 1 <sup>st</sup> , 2020	<b>\$1.45/hour</b>
Effective April 1 <sup>st</sup> , 2021	<b>\$1.55/hour</b>
Effective April 1 <sup>st</sup> , 2022	<b>\$1.60/hour</b>
Effective April 1 <sup>st</sup> , 2023	<b>\$1.70/hour</b>

**26.03** The Employer will advance, to any employee which has a right to payment of indemnity under the insurance plan, a maximum of four (4) weeks of indemnity as payable by the Insurer for short term disability. The payment will be made only after a twenty-one (21) days waiting period. The payments, if any, will cease at the first of the two following events:

- when the employee starts receiving payments from the Insurer or;
- when the Employer has paid up to a maximum of four (4) weeks indemnity.

The employee must sign proper documentation in order for the Employer to be reimbursed. The employee must remit to the Employer the first four weeks paid by the Insurer. The Employer may also compensate itself on any moneys owed to the employee.

**ARTICLE 27 — LETTERS OF UNDERSTANDING**

27.01 All Letters of Understanding are attached to and form part of the Collective agreement and are referenced herein.

**ARTICLE 28 - DURATION AND EFFECTIVE DATES**

28.01 This Agreement shall be effective from April 1st, 2020, up to and including March 31st, 2024. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Act of its desire to bargain with a view to the renewal of the expiring collective Agreement at any time within ninety (90) days from the expiry date of the Agreement. Following such notice of bargain, the parties shall meet with fifteen (15) days of the notice or within such further period as the parties mutually agree upon.

RUSSEL METALS INC. (OTTAWA)

\_\_\_\_\_  
*Robert Pearson*  
\_\_\_\_\_  
*Joe Verville*  
\_\_\_\_\_  
*Emily - Stanley*  
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UNIFOR AND ITS LOCAL 4270

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**SCHEDULE "A" - JOB CLASSIFICATIONS & WAGES**

<b>Classification</b>	<b>Current</b>	<b>April 1, 2020</b>	<b>April 1, 2021</b>	<b>April 1, 2022</b>	<b>April 1, 2023</b>
General Labour	\$23.12	\$23.57	\$23.97	\$24.37	\$24.77
Side Loader Operator	\$23.52	\$23.97	\$24.37	\$24.77	\$25.17
Beam Yard Worker	\$23.95	\$24.40	\$24.80	\$25.20	\$25.60
Saw Operator – Inside	\$23.95	\$24.40	\$24.80	\$25.20	\$25.60
Truck Organizer – Ferrous/Non-Ferrous	\$23.95	\$24.40	\$24.80	\$25.20	\$25.60
CNC Burner	\$24.49	\$24.94	\$25.34	\$25.74	\$26.14
Brake and Shear	\$24.49	\$24.94	\$25.34	\$25.74	\$26.14
Welder	\$24.49	\$24.94	\$25.34	\$25.74	\$26.14
Industrial Millwright	\$35.00	\$35.45	\$35.85	\$36.25	\$36.65
Driver	\$25.04	\$25.49	\$25.89	\$26.29	\$26.69
Lead Hand	\$25.49	\$25.94	\$26.34	\$26.74	\$27.14
Relief Driver/Truck Organizer	\$23.95	\$24.40	\$24.80	\$25.20	\$25.60

**One-time payment of five hundred (500) dollars to transition to the new prescription tiered formulary and dispensing rules for all active employees on date of ratification.**

**NOTES:**

**This classification shall work pay shift only and will be paid at the Truck Organizer rate of pay. This classification will work as a relief Driver when requested by the Company and be paid at the Driver rate for the entire shift. This position from time to time will require overtime depending upon business volumes and external factors.**

Premiums: Shift Premiums January 1, 2010

Afternoon Shift	75¢/hr.
Night Shift	\$1.00/hr.

- Such premiums are not increased when the employee works overtime and stay at the established rate for all hours worked.

***Wage Progression***

- Employees on probation receive eighty-percent (80%) of the established rate of their classification.
- Employees after six (6) months of continuous service receive ninety percent (90%) of the established rate.
- Employees after one (1) year of continuous service receive the established rate.

**LETTER OF UNDERSTANDING - ROTATING SHIFTS**

**NOTE:** During the term of this collective agreement, the parties agree not to enforce the terms of this letter.

Wherein it has been the custom to have shift rotations on a number of jobs within the facility, the company agrees to continue this practice so long as the business levels can sustain the job rotations.

If a change in any job rotation is being discussed by the employer because of lack of work or lay-offs, they will immediately inform the union committee, and the employer agrees to sit down and have meaningful discussion with the Union, and will not make any changes to the rotation until the union has had a chance to make suggestions, or suggest alternatives to the loss of any rotations.

The parties agree to hold discussions on these issues in good faith, with a mutual desire to maintain job rotations, provided that these can be reached without hurting the efficiency of the Unit.

Job Postings for these jobs will identify the shift rotation.

When **employees** are laid off from these jobs and subsequently recalled to the same job, **they** shall return with the same shift rotation where practicable.

Jobs that rotate:	Beam Yard Worker	Shear and Brake
	General Labourer	Truck organizer 30
	Welder	

**LETTER OF INTENT WELDING — MILLWRIGHT/WELDERS**

The parties agree that the Millwright will perform maintenance repair welding tasks and Welders will not perform maintenance repair welding tasks.

Overtime requirements for welding will be offered first to the welders in accordance with Article 12.

### **LETTER OF UNDERSTANDING — LEAD HANDS**

The parties agree that if a Lead Hand resigns, quits or retires the Employer has the right to determine if a replacement is necessary. The Employer maintains the right to appoint and to determine the number of Lead Hands.

Lead Hands will remain as a classification. The Employer will be responsible for determining what department(s) the Lead Hand will be assigned to.

Lead Hands will be assigned to one classification for the purpose of assigning overtime in accordance with Article 12.

### **LETTER OF UNDERSTANDING — TEMPORARY AGENCY DRIVERS**

The parties agree that in the event of sickness, illness, vacation or emergencies of drivers, the Employer may use the services of a Temporary Agency to replace the absent driver(s) provided the following conditions are met;

- The Agency driver(s) will be paid no less than the probation wage rate as set out in Schedule "A" of the collective agreement
- Said drivers will be paid overtime in accordance with Article 12.05 of the collective agreement
- Union dues will be paid based on the hours worked of the agency driver(s)
- If an agency driver(s) works more than the probation period as defined in Article 11.01(c) they will be considered an employee of Russel Metals, Ottawa. Group Benefit coverage (excluding Short Term and Long Term Disability benefits) and Pension entitlement will apply effective the first day of employment with Russel Metals
- Article 17.01 (d) — notice of lay-off will not apply to temporary agency drivers and;
- No other terms of the collective agreement will apply
- The Employer will on a monthly basis provide to the Unit Chair, a report detailing the number of days, hours and reasons why an agency driver was required and who the driver was replacing.