

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**RUSSEL METALS INC.**

**(Hereinafter referred to as the “Employer”)**

**AND**

**CUPE, Local 4282**

**(Hereinafter referred to as the “Union”)**

**FROM DECEMBER 1<sup>ST</sup>, 2017 UNTIL NOVEMBER 30<sup>TH</sup>, 2022**

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## **ARTICLE 1 – PREAMBLE**

- 1.01 It is the intent and purpose of both parties to this Collective Agreement to promote and improve industrial and economic relations, to increase the efficiency of the Employer's operations and to achieve the highest level of employee performance consistent with safety, good health and excellence in service to the employers' customers, all to the end that employees and the Employer will benefit. Both parties further recognize the mutual value of joint discussions and negotiations, to resolve concerns that arise from the Collective Agreement.
- 1.02 It is now desirable that methods of bargaining and matters pertaining to working conditions of the employees be drawn up in this Collective Agreement

## **ARTICLE 2 – DEFINITIONS**

- 2.01 "Day" means calendar day.
- 2.02 "Operation" means Russel Metals Inc., 141 Crescent Street Unit, Sackville New Brunswick, E4L 3V2
- 2.03 "Employer" shall mean Russel Metals Inc. Sackville, N.B.
- 2.04 "Employee" means any Employee within the bargaining unit working for the Employer who has completed the probationary period.
- 2.05 "Probationary Employee" means any employee who has not completed his probationary period. The probationary period is sixty (60) working days. An employee on a probationary period is entitled to be paid at 80% of the full time rate of pay in the appropriate classification and all benefits offered by this Collective Agreement except as otherwise provided. A probationary employee may, in the employer's discretion, be dismissed during his probationary period. Should he be dismissed during his probationary period, the action taken by the employer shall be deemed to be for just cause and the board of arbitration shall not have the power to substitute any lesser discipline or penalty.
- 2.06 "Union" shall mean C.U.P.E. Local 4282 as outlined by the Labour and Employment Board Certification Order No. IR-024-99.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes that it is the function of the Employer to operate and manage its business in all respects and to direct the operations and the work of the Employer, subject only to the limitations set forth in this agreement.

#### **ARTICLE 4 – RECOGNITION AND NEGOTIATION**

- 4.01 The Employer recognizes the Union as the sole bargaining agent for all employees of Russel Metals Inc at Sackville, New Brunswick, save and except office employees, sales employees, foreman and those excluded by the *Industrial Relations Act*.
- 4.02 No Other Agreements – No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 4.03 Union Representation – The Union shall have the right to have the assistance of representatives of CUPE when dealing or negotiating with the Employer. Representatives of CUPE shall request permission to attend at the Employer's premises to conduct such business. Such permission will not be unreasonably withheld.
- 4.04 The Employer agrees to provide the Union with bulletin boards for the posting of union information. The bulletin boards will be posted in the employees' lunch room.

#### **ARTICLE 5 – UNION MEMBERSHIP AND DUES CHECK-OFF**

- 5.01 Union membership and dues deduction shall be governed by the Rand Formula.
- 5.02 The Employer shall deduct bi-weekly dues from all employees covered by this Agreement. The monies so deducted from the wages of the employees, along with other information requested on Schedule "B" attached to this Agreement, shall be forwarded to the Secretary-Treasurer of the National Union on a monthly basis. The Employer shall forward a complete list showing names from whom deductions have been made and in the following periods shall forward a list showing additions and deletions. It will be the responsibility of the Union to notify the Employer of the amount of dues to be deducted.
- 5.03 The Union agrees to indemnify and save harmless the Employer from any liability or action of any kind whatsoever arising from the deduction and remittance by the Employer of Union dues in accordance with Article 5.02.
- 5.04 At the time that Income Tax (T-4) slips are made available, the Employer shall type on the amount of union dues paid by each Union member in the previous year.

#### **ARTICLE 6 – STRIKES AND LOCKOUTS**

- 6.01 In view of the grievance and arbitration procedures provided in this Agreement, it is agreed by the Union that, during the term of this Agreement, there shall be no strikes as defined by the *Industrial Relations Act* of New Brunswick, and no slow downs, picketing, or any other interference with the operations of the Employer.
- 6.02 The Employer agrees that there will be no lockout as defined by the *Industrial Relations Act* of New Brunswick during the term of the Agreement.

- 6.03 The Employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-Off.
- 6.04 On commencing employment, the employee's immediate supervisor shall introduce the new employee to his Union Representative. The Union will refrain from recruiting membership on the Employer's property during working hours. The Employer will provide to a new employee a copy of the collective agreement between the parties.

#### **ARTICLE 7 – UNION OFFICERS/REPRESENTATIVES**

- 7.01 The Union shall advise the Employer in writing of the names of the members of the executive committee and the duly mandated Union representative, as well as any modifications.
- 7.02 The Employer has no obligation to recognize the members of the Executive Committee, nor the duly mandated Union representative before receiving such written nomination notice from the Union.
- 7.03 The Employer shall transmit the names of its representatives to the Union representative.
- 7.04 It is understood that each Union steward must perform his regular work. He will, however, be entitled to deal with a grievance matter during his regular working hours, without loss of salary, for a period not to exceed (60) minutes per week. He must not leave his workplace before obtaining prior authorization from his immediate supervisor. Should work requirements force the immediate supervisor to delay such an authorization, the authorization will be given as soon as possible afterwards. The Union steward must inform his immediate supervisor upon his return to the workplace.
- 7.05 (a) One (1) Union steward may be absent from work, without pay, in order to assist with grievances or arbitrations.
- (b) No request for participation in Union functions will be refused without valid reason, provided that the absence is not detrimental to the operations of the Operation.
- 7.06 In order to benefit from the absence referred to in Article 7.05, where possible, the Union will transmit to the Employer, at least ten (10) days in advance, a signed written request. The request shall indicate the names of the Employee(s) for whom the authorization is requested, as well as the nature and duration of the absence. These Employees' working schedules will not be modified because of these absences, unless the parties agree otherwise.
- 7.07 All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass to and from the Operations Manager of Russel Metals Inc. Sackville Division and the Recording-Secretary of the Union, or the CUPE National Representative, with a copy to the Recording-Secretary of the Union. A copy of any correspondence between the Employer, or designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his designate.

## ARTICLE 8 – LABOUR-MANAGEMENT COMMITTEE

- 8.01 The purpose of the Labour-Management Committee is to improve performance and efficiency and resolve matters of concern arising between the parties
- 8.02 The Committee shall use all efforts to discuss, promote and evaluate ideas, plans, and issues tabled by either the Employer or the Union. However, the Committee shall not be employed as a substitute for the grievance and arbitration procedure provided for in the Collective Agreement.

## ARTICLE 9 – HOURS OF WORK

- 9.01 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.
- 9.02 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. The Employer reserves the right to change shift times, the length of shifts, the number of shifts in the rotation system, and the number of shifts per week. The following are the current shifts.
- (a) Day shift Monday to Friday
  - (b) Afternoon shift Monday to Friday
  - (c) Night shift Sunday night to Thursday night
  - (d) The employer also reserves the right to create a weekend shift if needed. When this will be the case, the employer and the union will discuss the application and conditions attached in regards of this new schedule.
- 9.03 Notwithstanding article 9.02, the Employer shall provide the Union and Employees with a minimum of fourteen (14) 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.
- 9.04 All shift employees have, on each work day, a lunch break of one-half (1/2) hour with pay.
- 9.05 All Employees shall have two (2) rest periods of fifteen (15) minutes, with pay.
- 9.06 The Employer will attempt to provide employees with two (2) consecutive days off per week, based on operational requirements.
- 9.07 Overtime
- All workers except truck drivers
- For all hours worked in excess of eight (8) hours in a day, the employees will be paid at the rate of one and one-half (1 ½) times their regular rate. Employees must have

completed their forty (40) hours in the week to be eligible to get overtime paid. Statutory holidays, vacation, or personal days will be used to calculate overtime hours.

Warehouse employees will be allowed to bank overtime hours up to a maximum of forty (40) hours at any given time. One (1) hour of overtime will be banked as one and one-half (1½) hours regular straight time.

Banked time may be carried over from year to year. The use of banked hours must be pre-approved and will be scheduled at a mutually agreeable time taking into account the operational demands of the business. Employees may request that their banked time be paid out at any time. The employer reserves the right to pay out at anytime all or a portion of the outstanding bank when business conditions warrant.

A meal allowance of \$10 will be paid after two (2) hours of unplanned overtime in addition to regular scheduled hours worked in a day.

#### Truck drivers

For all hours worked in excess of forty-four (44) hours per week the employees will be paid at the rate of one and one-half (1 ½) times their regular rate. Statutory holidays, vacation, or personal day will be used to calculate overtime hours.

Truck drivers will be allowed to bank overtime hours up to a maximum of forty (40) hours at any given time. One (1) hour of overtime will be banked as one and one-half (1½) hours regular straight time.

Banked time may be carried over from year to year. The use of banked hours must be pre-approved and will be scheduled at a mutually agreeable time taking into account the operational demands of the business. Employees may request that their banked time be paid out at any time. The employer reserves the right to pay out at anytime all or a portion of the outstanding bank when business conditions warrant.

9.08 The Employer shall attempt to share overtime among Employees who are able to perform the work, in the following manner:

- (a) when the Employer requires Employees to work overtime during the regular work week, the Employer shall offer overtime to those Employees who are just completing their shift;
- (b) when the Employer requires Employees to work overtime during the weekend, overtime shall be offered to all Employees, on a rotational basis;
- (c) should the Employer require additional overtime work to be done during the week, it shall be offered to Employees on a rotational basis;
- (d) Employees shall have the right to refuse overtime, however if the Employer is unable to fulfill its requirements within a reasonable period of time, it shall be entitled to require employees to work overtime;
- (e) the Employer shall establish a rotational roster for assigning overtime, in conjunction with the Union.

- 9.09 Notwithstanding any other provisions in this Agreement, there shall be no grievances arising out of a failure, by the Company to assign work strictly in accordance with the established rotation system in an isolated case. Should the Employer fail to comply with the rotational system, the parties will agree on a reordering of overtime opportunities to give the Employee who misses the overtime opportunity extra time in the future.
- 9.10 An employee called in after his shift for unexpected work will not receive less than four (4) hours of regular pay or actual time worked at overtime rate, whichever is greater. This procedure will not apply for planned overtime or for overtime done in continuation of a regular shift.

#### **ARTICLE 10 – JOB CLASSIFICATION AND WAGE RATES**

- 10.01 During the term of this agreement, the job classification and wage rates of the employees shall be set out in Schedule “A” hereto, which schedule forms part of this agreement.
- 10.02
- |                    |                 |                 |
|--------------------|-----------------|-----------------|
| Shift Differential | Afternoon Shift | \$0.50 per hour |
|                    | Night Shift     | \$0.65 per hour |
- 10.03 Employees will be paid bi-weekly on Fridays by direct deposit. Pay statements will include hours worked, earnings and deductions.
- 10.04 The Employer shall be entitled to establish new classifications during the term of this Agreement. If the Employer wishes to establish a wage rate that is not in the Agreement, then the proposed wage rate must be negotiated with the Union. If the parties cannot agree on the wage rate then it shall be decided through the arbitration process. If any dispute remains outstanding six (6) months prior to the expiration of the Agreement then it shall not proceed to arbitration but shall be held over to the negotiation of the renewal agreement.
- 10.05 When more than three (3) employees are working the night shift (11:00 pm to 7:00 am) a lead hand position shall be posted and filled.

#### **ARTICLE 11 – STATUTORY AND GENERAL HOLIDAYS**

- 11.01 The Employer shall provide the following paid holidays each year:
- (a) New Year’s Day
  - (b) Family Day – third Monday of February
  - (c) Good Friday
  - (d) Victoria Day
  - (e) Canada Day
  - (f) New Brunswick Day



- (g) Labour Day
  - (h) Thanksgiving Day
  - (i) Remembrance Day
  - (j) Christmas Day
  - (k) Boxing Day
- 11.02 To be entitled for holiday pay an Employee must have been employed with the Employer for at least 90 calendar days in the 12 calendar months before the public holiday. In addition, the Employee must work, or have reasonable cause for failure to work, the scheduled work day immediately preceding and immediately following the public holiday.
- 11.03 No employee shall be entitled to holiday pay for a holiday during a period of lay-off, Workers' Compensation, maternity leave or adoption leave.
- 11.04 Holiday pay is eight (8) hours times the Employee's basic rate of pay.
- 11.05 All hours worked by an Employee on a Holiday as defined in 11.01 will be paid at one and one-half (1½) times the Employee's regular rate of pay plus the regular pay for that day.
- 11.06 Should any of the above noted Holidays fall on an Employee's day off, another mutually agreeable day off in the week preceding or following the Holiday shall be considered the Employee's Holiday, provided operational demands permit. Otherwise, the Holiday will be arranged at a later time which is mutually agreeable between the parties.

## **ARTICLE 12 – BEREAVEMENT LEAVE**

- 12.01 An Employee will be granted up to five (5) consecutive work days' leave of absence, one of which must be the day of funeral or memorial service, without loss of regular earnings. The leave will be granted on the death of an employee's wife, husband, child or adopted child.
- An Employee will be granted up to three (3) consecutive work days' leave of absence, one of which must be the day of funeral or memorial service, without loss of regular earnings. The leave will be granted on the death of an employee's mother, father, (or legal guardian), sister, brother, grandmother, grandfather, in-laws: brother/sister/mother/father.
- 12.02 An Employee may be granted extended bereavement leave without pay or an unpaid bereavement leave to attend the funeral of extended family members.
- 12.03 Time off for bereavement leave must be reported as soon as possible to the Employee's direct supervisor.

### ARTICLE 13 – MATERNITY AND ADOPTION LEAVE

- 13.01 The Employer shall grant maternity leave to a pregnant Employee upon receipt by the Employer of a certificate by a legally qualified medical practitioner stating that the Employee is pregnant and specifying the date upon which delivery, in his or her opinion, will occur.
- 13.02 Maternity leave shall commence, at the option of the Employee, at any time from a date eleven (11) weeks before the specified date of delivery to the date of actual delivery. Notification of maternity leave must be given as soon as possible prior to such leave.
- 13.03 Pregnant Employees shall be entitled to maternity leave in accordance with applicable legislation.
- 13.04 An Employee who is the natural or adoptive parent of a newborn or unborn child shall be entitled to unpaid childcare leave in accordance with applicable legislation. Employees planning to take any such leave, shall provide written notification to the Employer at least four (4) weeks in advance of the leave.

### ARTICLE 14 – LEAVES OF ABSENCE

- 14.01 (a) Negotiating Committee: Employees selected by the Union to the negotiating committee shall be granted three (3) days leave of absence without pay in order to prepare for negotiations and a leave of absence without pay for any scheduled days of negotiations.
- (b) Union business: The Employer shall grant leave without pay up to three (3) employees elected or appointed to represent the Union at three (3) conventions or conferences per year.
- (c) The employer shall grant leave without pay for up to four (4) executive officers of the union for one (1) hour per month to attend to local union business, subject to operational requirements.
- (d) The employee shall continue to receive their regular earnings during Union leave as mentioned in (a) and (b) with the cost of the wages to be reimbursed to the Employer by the Union.
- 14.02 General Leave: Upon written request and subject to operational requirements, the employer will grant a leave of absence without pay and without loss of seniority to an employee. The leave of absence will be up to three (3) months renewable up to six (6) months, one (1) employee at a time and one (1) time for the duration of the actual contract. The employee will have to advise the employer of his/her intentions a minimum of two (2) weeks prior to the expiration of the first three (3) month period.

After the leave, the employee will return to his previous position.

- 14.03 If an Employee is required by the Employer to write examinations or attend a competition or courses to improve his qualifications or position, such Employees shall not suffer any

loss of pay or seniority in order to write such examination or attend such courses held during the Employees' working hours. Exams will be supervised by an individual approved by the Employer.

#### ARTICLE 15 – PERSONAL LEAVE

- 15.01 Employees shall be entitled to five (5) paid personal leave days per year. Employees should advise the employer in advance. No more than one (1) employee per shift will be allowed to take a personal day. During the first year of employment, the annual number of personal leave days will be pro-rated.
- 15.02 In any case of absence due to illness, or accident, the matter must be reported by the Employee as soon as possible to the Employee's Lead Hand.
- 15.03 The Employer reserves the right to request satisfactory medical evidence from a qualified medical practitioner supporting the absence of an Employee.

#### ARTICLE 16 – VACATION

- 16.01 For the purposes of calculating vacation time off and vacation pay under this Article, the vacation year shall be from May 1<sup>st</sup> to April 30<sup>th</sup>. Vacationable earnings are based on the period from the first pay in May until the last pay in April. Vacation pay will be paid at the time vacation is being taken. Eligibility for paid vacation will be determined by an Employee's length of service as of May 1<sup>st</sup> of each year, and in accordance with the formulas listed below:

|     |                         |                              |     |
|-----|-------------------------|------------------------------|-----|
| (a) | Less than 1 year        | 1 day per month, max 10 days | 4%  |
| (b) | Between 1 and 3 years   | 2 weeks                      | 4%  |
| (c) | Between 3 and 8 years   | 3 weeks                      | 6%  |
| (d) | Between 8 and 16 years  | 4 weeks                      | 8%  |
| (e) | Between 16 and 25 years | 5 weeks                      | 10% |
| (f) | 25 years and more       | 6 weeks                      | 12% |

During the year that an employee qualifies for the next vacation entitlement level, he or she is entitled to take an additional week of vacation with pay between their anniversary date and the end of the current vacation year.

If the milestone anniversary falls close to the end of the vacation year, the employee may take their milestone anniversary week sixty (60) days from the end of the vacation year.

- 16.02 The Company retains the sole discretion to schedule vacation times in accordance with operational demands of the business. The Company will post a list by April 1<sup>st</sup> of each year on which employees may indicate by May 1<sup>st</sup> their preference for vacation. The Company will then develop a vacation schedule using employee seniority to establish preference of vacation. This schedule will be posted on or about May 15<sup>th</sup> and will not be altered without the consent of the affected employees. Any vacation time not requested during the posting period (April 1<sup>st</sup> to May 1<sup>st</sup>) shall be granted on a first request basis. An employee will be entitled to an unbroken period of vacation to a maximum of three

(3) weeks, when available, unless otherwise mutually agreed upon by the employee and the Company.

- 16.03 If a holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day of vacation or an additional day of pay at the employee's option.
- 16.04 An employee terminating his employment at any time in his vacation year before he has had his vacation shall be entitled to a proportionate amount of salary or wages in lieu of such vacation
- 16.05 If, during an Employees' vacation, the Employee becomes entitled to disability benefits, sick leave, or an approved leave of absence, he shall be entitled to take his vacation with pay, or the part thereof which has been displaced, at another time. Alternatively, the Employee may elect to renounce his sick leave or other benefit and take a paid vacation during the period of convalescence.
- 16.06 There shall be no carry over vacation from year to the next without written approval of the Employer.
- 16.07 Notwithstanding any other provision in this agreement, all vacations should be taken each year.

#### **ARTICLE 17 - SENIORITY**

- 17.01 Seniority is defined as the length of service in the Bargaining Unit and shall include service with the Employer prior to the certification of the Union. Seniority shall operate on a Bargaining Unit wide basis, however use of seniority in particular cases involving layoff and recall will be determined by the Articles dealing with those specific subjects.
- 17.02 The employer shall maintain a current seniority list which includes the dates on which each employee's service commenced.

Where two or more employees commenced work on the same date, the senior employee shall be determined by the date of the employment application or by a draw if they have the same date of application.

An up-to-date seniority list shall be sent to the union and posted in the work place at a location that is accessible to all employees. A seniority list shall be posted two (2) times a year – January 1 and July 1 of each year.

- 17.03 An Employee shall lose seniority and their employment shall cease, and his name shall be removed from the seniority list for any of the following reasons:
- (a) resigning from the Company if the resignation is not rescinded within twenty-four (24) hours;
  - (b) when discharged and not reinstated pursuant to an agreement between the parties or an arbitration award;

- (c) absent without leave (AWOL) for two (2) consecutive days;
- (d) when laid off:

| Seniority              | Eligible for recall from date of layoff   |
|------------------------|---|
| Less than one (1) year | One (1) month of eligible recall for each completed month of seniority to a maximum of six (6) months                                     |
| One (1) year or more   | Six (6) months plus one (1) additional month of eligible recall for each completed year of seniority to a maximum of eighteen (18) months |

Employees hired before December 2, 2004 will have a minimum of twelve (12) months recall eligibility.

- (e) if the Employee has declined a recall to a permanent position;
- (f) if the Employee is absent for reasons other than those declared;
- (g) if the Employee is absent past the expiry date of the leave;
- (h) once the Employee exhausts the “own occupational” definition of disability in the Long Term Disability insurance plan and does not return to work.

**ARTICLE 18 – LAYOFF AND RECALL**

- 18.01 Short term lay offs of five (5) days or less shall be carried out in accordance with classification seniority.
- 18.02 For layoffs greater than five (5) working days, the layoff process shall be as follows:
  - (a) The employer shall post notice of the layoff and the number of employees in each classification to be laid off.
  - (b) Employees who are interested may volunteer to accept the layoff, and layoff shall be given first to employees who volunteer by seniority, subject to operational needs.
  - (c) Any further layoffs shall be done in reverse seniority order, providing the remaining employees in the classification have the necessary skills and ability to perform the work required.
  - (d) If the layoff period extends beyond three (3) months, the senior employee will have the option to return to work with a two (2) weeks advance notice. The most junior employee will then be laid off.
- 18.03 Any employee who is laid off may choose to accept layoff or bump a less senior employee provided they have the necessary skills and ability to perform the job.

- 18.04 When recalling employees from layoff, the Employer will recall employees in seniority order providing the employee considered for recall has the necessary skills and ability to perform the work required.
- 18.05 For layoffs of greater than five working days, as per Article 18.01, layoff notices will be provided to Employee(s) a minimum of five (5) working days before the layoff. When the layoff is anticipated to be of a permanent nature, the Company will provide ten (10) working days notice before the layoff

#### **ARTICLE 19 – VACANCIES AND STAFF CHANGES**

- 19.01 When the employer determines that it wishes to fill a position created by a vacancy, or create a new position inside the bargaining unit, the employer shall post a notice of the vacancy or new position on all bulletin boards for a minimum of five (5) days. The posting shall indicate whether the position is permanent or temporary. A temporary position will not last more than six (6) months. Over that period, a permanent position will have to be posted. Employees who are awarded a temporary position shall return to their former classification at the end of the temporary assignment.
- 19.02 When filling positions in accordance with Article 19.01, the Employer shall consider an Employee's Seniority, skill, ability and qualifications for the position.
- 19.03 Employee's selected for a position in accordance with this Article, shall be placed on a trial period of one (1) month. In the event that the employee proves unsatisfactory, or is unable to perform the duties in the new classification during this time, he shall be returned to his former position in the Bargaining Unit. The Employer retains the right to reduce the trial period of any applicant.
- 19.04 No Employee shall be temporarily transferred to a position outside of the bargaining unit without his consent.

#### **ARTICLE 20 – DISCIPLINARY ACTION**

- 20.01 Formal disciplinary action will be taken when an Employee's performance, conduct or attendance is considered unacceptable
- 20.02 The Employer reserves the right to discipline, suspend or discharge Employees for just cause.
- 20.03 Employees shall have the right to review their personnel file in the presence of a representative of the Employer, at a time mutually agreed upon by the Employer and the Employee. An Employee is entitled to have a Union representative in attendance when he reviews his personnel file, and the right to receive copies of any discipline memos or letters on file.
- 20.04 The Employer shall record, in the personnel file of the Employee, every disciplinary action taken, over and above a verbal reprimand.

- 20.05 A copy of any disciplinary action shall be provided to the Employee within three (3) working days. This disciplinary documentation shall state their reason for the disciplinary action. A copy of this documentation shall be provided to the Union. Any failure to strictly comply with this provision shall not void the discipline.
- 20.06 Employees shall have the right to be assisted by a Shop Steward when filing a grievance. The Union shall inform the Employer of the current Shop Stewards.
- 20.07 When an Employee is to be disciplined under this Article, the Employee shall have the right to Union representation during the time of receiving such discipline, or during a formal interview leading to the discipline. If a Shop Steward is unavailable, the Employee shall have the right to have another Employee present as a witness.

#### **ARTICLE 21 – GRIEVANCE PROCEDURE**

- 21.01 It is the parties' express wish to settle, without delay, any dispute related to the 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:
- 21.02 Step I: The Employee, a group of Employees or the Union shall submit a grievance in writing within five (5) days following the occurrence of the facts giving rise to the grievance. The grievance shall include particulars of the alleged violation, all Collective Agreement articles that the Employee intends to rely on, and the remedy sought.
- 21.03 Step II: The grievance shall then be discussed at a conference between the Operations Manager, the Employee and the Union representative within five (5) working days of the submission of the grievance. Within five (5) working days from the date of such conference, the Operations Manager will give his written reply.
- 21.04 If a grievance is not settled according to the above-mentioned procedure, it can be submitted to arbitration within ten (10) working days, as provided for in Article 22. The submission to arbitration shall be limited to the particulars provided in the initial grievance referred to in Article 21.02.
- 21.05 The time limits prescribed in subsection 21.02, 21.03 and 21.04 are mandatory for the Union to advance the grievance. Failure by the Union to abide by these time limits shall be deemed to be abandoned, except when the parties agree in writing to extend the time limits.
- 21.06 No agreements will be settled unless the settlement is made in writing between the Employer and the Union.

#### **ARTICLE 22 – ARBITRATION**

- 22.01 When a matter is referred to arbitration in accordance with Article 21.04, the notice of arbitration shall include the name, address and telephone number of the party's nominee to the Board of Arbitration.

22.02 Within ten (10) days of receiving notification in Article 21.04, the Union shall provide the names of single arbitrators to the Company for their consideration. If the Company does not accept one of the arbitrators, the Company shall provide the Union with an alternate selection of arbitrators. If the parties cannot agree on a single arbitrator within twenty (20) days, the arbitrator shall be selected by the Minister of Labour.

22.03 The arbitrator's decision is final and binds all concerned parties. In no circumstances will the arbitrator have the power to modify the text of the Collective Agreement. The expenses and remuneration of the arbitrator shall be shared equally between the Union and the Company.

**ARTICLE 23 – HEALTH AND WELFARE BENEFITS**

23.01 All employees who have completed the probationary period are eligible for a group insurance plan. 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. Furthermore, these issues shall not be arbitrated under the terms of this Collective Agreement.

The cost sharing for the group insurance benefits are as follows:

| <b>Benefit</b>         | <b>Coverage</b>  | <b>Premium Cost</b> |
|------------------------|--|---------------------|
| Life Insurance         | Greater of \$40,000 or 1 time base annual earnings   | 100% Employer Paid  |
| Basic AD&D             | Greater of \$40,000 or 1 time base annual earnings   | 100% Employer Paid  |
| Optional Employee Life | Available in units of \$10,000   | 100% Employee Paid  |
| Optional Spousal Life  | Available in units of \$10,000   | 100% Employee Paid  |
| Short Term Disability  | 66.67% of weekly earnings to a maximum of \$850.00   | 100% Employee Paid  |
| Long Term Disability   | 65% of monthly earnings to a maximum of \$10,000.  | 100% Employee Paid  |
| Extended Health Care   | Prescription Drugs <ul style="list-style-type: none"> <li>- No deductible</li> <li>- Direct payment drug card</li> <li>- Generic substitution</li> <li>- Prescription drug coverage is based on the 2-tiered formulary: Tier 1 drugs paid at 85% up to \$1,000 then 100% thereafter and Tier 2 drugs are paid at 60%</li> <li>- Dispensing fees capped at \$10 per prescription</li> <li>- Refills capped at 4 per year for all maintenance drugs</li> <li>- Diabetic testing supplies and insulin covered at 100%</li> <li>- Pre-authorization required for certain classes of drugs</li> <li>- Special approval for narcotics over \$1,500</li> </ul><br>Paramedical Services <ul style="list-style-type: none"> <li>- \$400 per year per practitioner for Chiropractor, Osteopath, Naturopath, Chiropodist/Podiatrist, Psychologist, Speech Therapist, Registered Massage Therapist and Acupuncturist</li> <li>- Physiotherapy and Athletic Therapist has a combined</li> </ul> | 100% Employer Paid  |



|                    |   |                    |
|--------------------|---|--------------------|
|                    | maximum of \$1,000 per year   |                    |
| Dental             | <ul style="list-style-type: none"> <li>- Current fee guide</li> <li>- Basic services covered at 100%</li> <li>- Major services covered at 50%</li> <li>- \$2,000 per person annual maximum for Basic and Major services combined</li> <li>- 50% coverage for orthodontics with a lifetime maximum of \$2,000 per child for dependent children under 19</li> </ul> | 100% Employer Paid |
| Vision             | <ul style="list-style-type: none"> <li>- \$250 every 24 months per covered person for eyeglasses/contact lenses</li> <li>- \$85 every 24 months per covered person for eye exams</li> </ul>   | 100% Employer Paid |
| Deluxe Travel Plan | Out of Province/Country Medical Coverage  | 100% Employer Paid |

**ARTICLE 24 – RETIREMENT SAVINGS PLAN**

24.01 Effective the first pay in April, 2018, employees will participate in the Employer’s Defined Contribution Pension Plan (“DCPP”). Eligibility is upon completion of three (3) months continuous service.

Participation is mandatory and requires employees who successfully meet the eligibility requirements to contribute 1% of eligible earnings. The company will contribute 2% of eligible earnings. In addition, employees may make voluntary additional contributions and receive a company match based on the following contribution rates;

| Required Contributions          |                                  | Required Contributions                   |   | Required + Voluntary (employee and Company’s)       |  | Total                              |
|---------------------------------|----------------------------------|--|---|---|--|------------------------------------|
| Employee Required Contributions | Company’s Required Contributions | Employee Voluntary Matched Contributions | Company Matched Contributions (50% on 1 <sup>st</sup> 6%) | Employee Required & Voluntary Matched Contributions | Company Required & Company Matched Contributions | Employee & Company’s Contributions |
| <u>1.0%</u>                     | <u>2.0%</u>                      | 0.0%                                     | 0.0%  | 1.0%  | 2.0%   | 3.0%                               |
|                                 |                                  | 1.0%                                     | 0.5%  | 2.0%  | 2.5%   | 4.5%                               |
|                                 |                                  | 2.0%                                     | 1.0%  | 3.0%  | 3.0%   | 6.0%                               |
|                                 |                                  | 3.0%                                     | 1.5%  | 4.0%  | 3.5%   | 7.5%                               |
|                                 |                                  | 4.0%                                     | 2.0%  | 5.0%  | 4.0%   | 9.0%                               |
|                                 |                                  | 5.0%                                     | 2.5%  | 6.0%  | 4.5%   | 10.5%                              |
|                                 |                                  | 6.0%                                     | 3.0%  | 7.0%  | 5.0%   | 12.0%                              |

**Note:** The current RRSP will cease to have Employer contributions. Employees may continue to make voluntary contributions via payroll deduction up to the maximum contributions as permitted by Revenue Canada.

## **ARTICLE 25 – PROTECTIVE EQUIPMENT**

- 25.01 The Company shall provide the following protective equipment and clothing for Employees:
- (a) Provide coveralls to plant employees (drivers excluded). Drivers get uniforms chosen and provided by the employer as needed;
  - (b) Provide Company approved work boots, one (1) pair a year or more as needed;
  - (c) Rainwear as required;
  - (d) Winter boots and winter coveralls in accordance with past practice.
  - (e) The company will provide a \$600 tool allowance to the plant mechanic. This allowance will be paid on the anniversary of the contract, each year and is subject to all applicable deductions.

## **ARTICLE 26 – TECHNOLOGICAL CHANGE**

- 26.01 In this Article, “Technological Change” means the introduction of equipment or material of a different nature or kind than that previously used by the Employer, and a change in the manner in which the employer carries on its operations that is directly related to the introduction of that equipment or material.
- 26.02 Where equipment or material referred to in Article 25.01 is to be operated by employees in the same classification as those formerly carrying on the operation, incumbents shall be given the opportunity for training in the operation of the equipment, at the Employer’s expense, without loss of pay or benefits to the employee, provided training can be completed within the time recommended by the manufacturer. However, the Company shall not be required to train an employee on new equipment for greater than five (5) working days.
- 26.03 If, after a period of training referred in 25.02, the Employee is unable to acquire sufficient competence to operate the new equipment, the Employer will make every effort to retain the Employee in another available bargaining unit position suitable to that employee’s skill and ability.
- 26.04 The Employer agrees that, where practicable, it will give the Union at least sixty (60) days notice of the introduction of technological change which is expected to result in the displacement of Employees in the Bargaining Unit, or in substantial changes in the hours or work or duties performed by Employees, caused by technological change.
- 26.05 An Employee who is subjected to a layoff because of technological change will have all rights set out in Article 18.



**ARTICLE 27 – DURATION OF AGREEMENT**

27.01 This Collective Agreement shall be binding on both parties and shall remain in effect from December 1<sup>st</sup> 2017 until November 30, 2022.




27.02 Any change being deemed necessary in this Agreement shall be made, in writing, by mutual agreement, at any time during the term of the Agreement.

IN WITNESS WHEREOF the parties hereto have signed this Collective Agreement, at Sackville, New Brunswick, this \_\_\_\_\_ day of March, 2018.

**For the Union:**

  
\_\_\_\_\_  
  
\_\_\_\_\_  
M. Des Roches  
\_\_\_\_\_  
\_\_\_\_\_

**For the Company:**

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

## SCHEDULE "A"

### Schedule of Wages

| <u>Classification</u>     | <u>Dec 1/17</u> | <u>Dec 1/18</u><br>2% | <u>Dec 1/19</u><br>2% | <u>Dec 1/20</u><br>2% | <u>Dec 1/21</u><br>2% |
|---------------------------|-----------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Drivers                   | 20.81           | 21.22                 | 21.65                 | 22.08                 | 22.52                 |
| General Labour            | 17.85           | 18.20                 | 18.57                 | 18.94                 | 19.32                 |
| Burner                    | 20.04           | 20.44                 | 20.85                 | 21.27                 | 21.69                 |
| Saw Operators             | 19.13           | 19.52                 | 19.91                 | 20.30                 | 20.71                 |
| Plant Mechanic            | 26.87           | 27.41                 | 27.95                 | 28.51                 | 29.08                 |
| Lead Hand                 | 21.41           | 21.84                 | 22.28                 | 22.72                 | 23.18                 |
| Processing<br>Coordinator | 21.41           | 21.84                 | 22.28                 | 22.72                 | 23.18                 |

Notes:

1. Probationary employees shall be paid at 80% of the full time wage rate in the appropriate classification in Schedule "A".

**Letter of Understanding 1**  
**Between**  
**Canadian Union of Public Employees, Local 4282**  
**And**  
**Russel Metals Inc.**

**RE: Lead Hand**

The following is agreed between the parties:

In accordance with Article 10.03 of the Collective Agreement, a new classification of Lead Hand is hereby established. The establishment of this classification in no way changes the Employers right to utilize non-union Foremen.

The prime responsibilities of this position will include but not be limited to:

- Assistance, advice and direction of other employees in their work towards achieving a high level of quality, safety and production.
- Direction of other employees in the efficient completion of their assigned work.
- The Lead Hand will perform manual work along with fellow hourly employees in the bargaining unit

The Operations Manager will determine when a Lead Hand is required subject to article 10.05. The requirement for a Lead Hand will be posted in accordance with Article 19.01. In the event it is impractical to post due to an immediate and temporary requirement, an employee may be appointed.

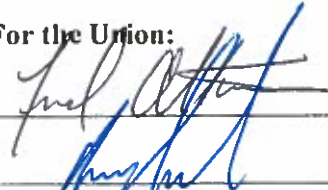


The Operation Manager will have the discretion for selection of Lead Hands. Recognizing it is in the interest of both parties and the welfare of employees to have appropriate candidates selected for Lead Hand, the Operations Manager will consider various factors and evaluation tools in the selection.

These factors include but are not limited to:




- Seniority
- Communication Skills
- Aptitude and Leadership Ability
- Work Experience
- Health and Safety Awareness

IN WITNESS WHEREOF the parties hereto have signed this agreement, at Sackville, New Brunswick, this \_\_\_ day of March, 2018.

**For the Union:**

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

**For the Company:**

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