

2016-2018

COLLECTIVE AGREEMENT

between



**RUSSEL METALS INC.
Edmonton, Alberta**

and



**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY, ALLIED
INDUSTRIAL AND SERVICE WORKERS
INTERNATIONAL UNION
LOCAL 1-207
Edmonton, Alberta**

June 1st, 2016 – May 31st, 2018

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COLLECTIVE AGREEMENT made effective June 1, 2016 at Edmonton, Alberta

BETWEEN

**Russel Metals Inc.
Edmonton, Alberta**

**or its successors and/or assigns
(hereinafter called "the Company")
Of The First Part**

And

**United Steel, Paper And Forestry, Rubber, Manufacturing, Energy, Allied Industrial And
Service Workers International Union
On Behalf Of
Local Union 1-207
(Hereinafter Called "The Union")
Of The Second Part**

ARTICLE 1 - PURPOSE OF AGREEMENT

- 1.01 The purpose of this Agreement is to define the relations between the Company and the Union, the wages and working conditions of employees of the Company in the bargaining unit, and the means by which complaints, grievances, and disputes shall be disposed of promptly and equitably.
- 1.02 The Company will provide electronic or paper copies of the Collective Agreement on demand.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Company recognizes the Union as the exclusive bargaining agent for the employees of its Steel Service Centres, located at 7016 – 99 Street, the Structural Yard and PPC at 3855-13 Street, Leduc County, AB in the Province of Alberta, save and except:
- Management employees, sales, clerical or technical employees, plant manager, foremen, janitors, or any other individuals having authority in the interest of the Company to hire or discharge.
- 2.02 The terms and conditions set forth in this Agreement shall have full force and effect for all employees in the bargaining unit as described in the preceding paragraph.
- 2.03 Persons whose regular jobs are not in the bargaining unit shall not perform work on hourly-rated jobs, except where such work arises:

- (a) to instruct or train employees on existing, new or changing operations,
- (b) in experimental and developmental work on Company products;
- (c) under emergency conditions, when regular employees are not available;
- (d) as part of the training program for a non-bargaining unit position. The training program shall not exceed thirty (30) days, during which time the Company will not lay off a current member of the bargaining unit.

2.04 The Union recognizes that the Company has in the past, and will in the future, contract out some production, maintenance, repair, trucking, and fabrication work, and the Company agrees that, in the future, it will be limited by the principles which the local management of the Company has followed in the past. No employee shall lose his employment, including being laid off or not recalled from layoff, as a result of contracting out.

ARTICLE 3 - RELATIONSHIP

3.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, sex, national origin, Union membership or Union activity.

3.02 Representatives of the Union shall have access to the Company's premises providing they do not cause the workers to neglect their work. This will be with management's permission.

3.03 **Human Rights:**

The Company and the Union recognize the right of all employees to work in an environment of mutual respect free from harassment, including sexual and racial harassment. Management will take measures that are deemed appropriate against persons under their direction who engage in harassment of another employee.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union acknowledges that it is the exclusive function of the Company to:

- (a) generally manage the enterprise in which the Company is engaged, and without restricting the generality of the foregoing, to determine the number and location of plants, the products to be manufactured, methods of manufacturing, schedules of production, kinds and locations of machines and tools to be used, process of manufacturing and assembling, the engineering and designing of its products and the control of materials and parts to be incorporated in the products produced,

and subject to the terms of this Agreement to:

- (b) maintain order, discipline and efficiency.
- (c) establish new jobs, abolish or change existing jobs, change processes, products, equipment and operations.
- (d) hire, discharge, classify, transfer, promote, demote and discipline employees, provided that a claim that an employee has been discharged or disciplined without just cause may be the subject of a grievance, and dealt with as hereinafter provided.

ARTICLE 5 - UNION SECURITY

- 5.01 The Company agrees that any present employee of the Company who, at the date of signing this Agreement, is a member of the Union and any employee who, hereafter during the term of this Agreement becomes a member of the Union, shall, as a condition of continued employment, maintain membership in good standing.
- 5.02 The Company agrees that all present and future employees covered by this Agreement shall, as a condition of continued employment, sign an agreement authorizing the Company to implement the provisions of Sections 5.03 and 5.04 hereof, and the Union agrees to indemnify the Company and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 5.03 The Company agrees to deduct from the earnings of every employee covered by this Agreement the Union dues in the amount certified by the Union to the Company to be currently in effect according to the Union constitution, by-laws and regulations of the Union. The total amount so deducted with an itemized statement of same, in duplicate, shall be forwarded to the Union prior to the fifteenth (15th) of the month following the month in which said deductions apply, and in the manner provided for hereof below:

Dues shall be remitted to the Union at the following address:

International Secretary-Treasurer
United Steelworkers
PO Box 9083
Commerce Court Postal Station
Toronto, ON Canada
M5L 1K1

A copy of the dues remittance (R115 form) and employee deduction statement shall also be forwarded to the Local Union office at the following:

Local 1-207 Financial Secretary
202, 4264-91A Street
Edmonton, Alberta
T6E 5V2
Fax: (780) 486-1716

- 5.04 The Company agrees to deduct an initiation fee or Union assessment in the amount authorized by the Union, upon receipt of an authorization signed by the employee, and to forward the amount so deducted to the Union in the manner provided for in Section 5.05 hereof.
- 5.05 Cheques for initiation fees and Union assessments shall be made payable to the United Steelworkers. All cheques shall be forwarded to the United Steelworkers at its registered address listed in Article 18 of this agreement, and made payable as aforesaid.
- 5.06 (a) The Company agrees to deduct the amount of \$0.40 weekly from the wages of all employees in the bargaining unit as a charitable donation to the Humanity Fund, and to remit these deductions quarterly, accompanied by a list of all employees from whom the deduction has been made, to the address established by the Union for this purpose.
- (b) Any employee may decline participation in the Humanity Fund by providing a written request to do so to the Company with a copy to the Local Union. Such participation in the Humanity Fund by the employee shall cease as of the last day of the week the request from the employee is received by the Company. The Company shall record on each employee's T-4 slip the annual amount of Humanity Fund donations deducted on the employee's behalf.

ARTICLE 6 – UNION REPRESENTATIVES AND NEGOTIATING COMMITTEE

- 6.01 The Company agrees to recognize Shop Stewards and Alternate Shop Stewards for matters pertaining to or arising from the application of this Agreement. It is understood that Alternate Shop Stewards will be used where regular Shop Stewards are not immediately available.

There shall be a maximum of one (1) Shop Steward per twelve (12) hour day shift, and one Shop Steward per twelve (12) hour night shift at the Plate Processing Centre. There shall be a maximum of one (1) Shop Steward at the 99th Street location, and one (1) at the Structural Yard location.

- 6.02 The Union shall provide the list of Unit Representatives and Officers.
- 6.03 The Negotiating Committee as designated by the Union shall consist of one (1) Union Staff Representative, the Unit Chairperson, and a maximum of three (3) other Union members. With the exception of the Unit Chairperson, not more than one (1) of the three (3) members of the Negotiating Committee shall come from a single department.

All members of the Negotiating Committee shall have at least one (1) year of seniority. For the purpose of this article; department means 99 St., PPC or Structural Yard.

- 6.04 The Negotiating Committee members shall be paid for meeting time with the Company at their regular rate of pay, up to a maximum of four (4) days.

ARTICLE 7 - COMPLAINTS AND GRIEVANCES

- 7.01 In case a grievance arises in the plant, an honest effort shall be made to settle the difference in the following manner:
- 7.02 There shall be a Grievance Committee consisting of two (2) employees selected by the Union, one (1) of whom will have been in the employ of the Company for one (1) year; the remaining member will have completed his probationary period.
- 7.03 The Union agrees to advise the Company of the names of the members of the Grievance Committee, in writing, and also any changes from time to time.
- 7.04 In the event of a claim that an employee has been discharged or suspended unjustly or unreasonably, the grievance shall be filed at the Second Step of the Grievance Procedure immediately and in any event within five (5) working days after the occurrence of the event in question.
- 7.05 Employees discharged or suspended shall be notified in writing by the Company of the reasons for discharge or suspension, and an Officer of the Union Local shall be notified.
- 7.06 Management shall normally warn the employee before suspending or discharging. However, it is acknowledged that the Company can dispense with such warning whenever it feels that circumstances warrant such action. Any employee suspended or discharged shall have the right to see the Unit Chairperson or a Committeeman before leaving the plant. Whenever an employee is issued a letter of discipline while at work, a member of the Local Union Executive or a Shop Steward will be present. The non-availability of a Union representative will not delay the discipline process nor shall invalidate any discipline imposed.
- 7.07 (a) Any warning of a serious nature shall be reduced to writing by the Company. A copy of same shall be provided to the employee and to the Unit Chairperson, and such written warning shall become a part of the employee's service record.
- (b) A recorded offence issued to an employee shall be deleted from the employee's record after a period of eighteen (18) months from its date of issue, and once deleted shall in no way be used against the employee.
- 7.08 Grievances of a group nature shall be initiated at the Second Step of the Grievance Procedure by the Union.

- 7.09 If the Company has a grievance to bring forward, it shall be taken up with the Grievance Committee at the Second Step of the Grievance Procedure.
- 7.10 An employee with a complaint shall take up the matter verbally with the Supervisor within five (5) working days after the occurrence or the event. The Supervisor will then respond to the employee within five (5) working days. Failing a satisfactory settlement of the complaint the employee may initiate a grievance at Step 1.
- STEP 1 Within seven (7) working days following the Supervisor's decision above, a written grievance signed by the grievor shall be submitted to the appropriate Supervisor. The Supervisor shall respond in writing to the grievance committee representative within five (5) working days.
- STEP 2 If the grievance is not settled at Step 1, a Management Representative and the Union Grievance Committee shall meet within ten (10) working days to review the previous decision. A determination on the grievance will be issued in writing to the Union within five (5) working days of the Step 2 meeting.
- Failing a satisfactory settlement, the grievance may be submitted to arbitration within thirty (30) calendar days.
- 7.11 All settlements arrived at shall be final and binding upon the Company, the Union and the employee or group of employees concerned.
- 7.12 Matters to be dealt with under the foregoing provisions shall be discussed during working hours but lengthy negotiations for settlement of disputes shall be conducted outside working hours.
- 7.13 Union Officers, Stewards and Committeemen shall not suffer loss of pay for time spent during working hours on Company property in the performance of their duties under this Agreement.
- 7.14 Union Officers, Stewards and Committeemen, with the approval of their foreman, which approval shall not be unreasonably withheld, shall be permitted to leave their jobs to investigate and adjust grievances and to attend to their duties under this Agreement.
- 7.15 The time limits set out in Articles 7 and 8 of this Agreement are mandatory. Failure to process the grievance within the allotted time limits by either party will result in the grievance being advanced to the next step of the grievance procedure. Such time limits may be extended by mutual agreement between the parties.

7.16 In accordance with the following provisions, the Union may request to obtain a copy of documents in an employee's file maintained by the Edmonton branch in compliance with the provincial statutory requirements:

- The documents requested are limited to the documents the Company is relying on in its disciplinary action with the employee.
- The documents will be provided at no cost to the Union.
- The request must be made in writing and signed by the employee.

ARTICLE 8 - ARBITRATION

8.01 Whenever, pursuant to the provisions of this Agreement, a requirement for arbitration becomes necessary, the following procedure shall be implemented:

8.02 (a) Any matter referred to arbitration shall be submitted to a single Arbitrator mutually agreed upon by the Parties.

(b) If the parties are unable to agree upon a person to act as the single Arbitrator, either Party may request the Director of Mediation Services in writing to appoint a single Arbitrator.

8.03 The Arbitrator shall have jurisdiction and authority to interpret and apply the provisions of this Agreement, insofar as it may be necessary to the termination of a grievance referred to the Arbitrator, but he shall not have the jurisdiction and authority to alter, delete, substitute, or otherwise amend any of the provisions of this Agreement.

8.04 In the case of a reference as to whether or not a matter is arbitrable, or of a reference involving the interpretation, application, operation or any alleged violation of this Agreement, the decision of the Arbitrator shall be final and binding on both Parties to this Agreement, and any employee affected by it.

8.05 The Parties hereto will each bear one-half (1/2) of the expenses and charges of the Arbitrator. Each Party shall bear the expenses of its own legal counsel.

8.06 At any stage of the Grievance Procedure, including Arbitration, the conferring Parties (which shall include the Arbitrator) may have the assistance of the employee or employees concerned, and any necessary witnesses, and all reasonable arrangements will be made by the Company to permit the conferring Parties to have access to the plant, and to view disputed operations, and to confer with the necessary witnesses.

8.07 If it is determined or agreed at any step of the Grievance or Arbitration proceedings that any employee has been disciplined, suspended, demoted, or discharged unjustly, the Company shall return him to his job, with no loss of seniority, and recompense him for

lost earnings, either in full or in part, or apply any penalty which is just and equitable in the opinion of the Parties, or in the opinion of the Arbitrator.

ARTICLE 9 - NO STRIKES OR LOCKOUTS

- 9.01 During the term of this Agreement, the Company agrees that there shall be no lockout of employees at any facility covered under this Collective Agreement and the Union agrees, during said period, not to cause or counsel its members to cause, and that none of its members shall take part in, any strike, walk-out, work cessation or slow-down of any kind or description whatsoever, or in any other interference or stoppage, total or partial, of the Company's operations.
- 9.02 The Union agrees that it will not cause its members to strike in sympathy with, or in the assistance of any workers of any other Company or Union.
- 9.03 It is recognized that it is the Company's right to extend, limit, or curtail its operations, or shut down completely, when in its sole discretion it may deem it advisable to do so. Reasonable notice of any shutdown shall be given to the Union, except as might otherwise be provided for in the Alberta Labour Relations Code.

ARTICLE 10 - SENIORITY

10.01 Definition:

Seniority is defined as length of service in the bargaining unit, and shall be applied on a bargaining unit basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, lay-offs, recall, and as set out in other provisions of this Agreement.

10.02 Recognition of Seniority:

The Parties recognize that job opportunity and seniority increase in proportion to length of service. It is agreed that the term "seniority" as used herein shall have reference to an employee's right to a job, based on his length of service with the Company and his ability to fulfill the job requirements.

10.03 Probationary Period:

Seniority of each employee covered by this Agreement shall be established after a probationary period of four hundred and eighty (480) working hours and shall be calculated from his most recent hiring date. Subject to agreement being reached with the affected employee and the Union, the probationary period may be extended for a period of up to one hundred and sixty (160) hours in situations the Company has reason to believe such extension is necessary. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement, except as otherwise provided.

10.04 **Probationary Employee:**

- (a) A probationary employee is a new employee or an employee rehired after loss of seniority who has not completed his probationary period. During this probationary period, the employee shall not be considered as a regular employee, and may be laid off or discharged by the Company, and such lay-off or discharge shall not be subject to grievance and/or arbitration.
- (b) Upon completion of the probationary period, the employee shall be considered a regular employee, and his seniority shall accrue from his most recent hiring date.

10.05 **Maintaining Seniority:**

Except as provided in Article 10.07, seniority, once obtained, shall be maintained and accumulated during:

- (a) Absence of twelve months (12) or less due to lay-off;
- (b) Sickness or accident;
- (c) Authorized leave of absence;
- (d) Absence from employment while serving in Canada's Armed Forces during a period of national emergency, or while serving with the Armed Forces Reserves;
- (e) Occupational Illness or injury.

10.06 **Transfer to Jobs Outside of Bargaining Unit:**

Except as provided in Article 10.07, employees who are transferred from the bargaining unit to any other part of the Company's service shall hold and continue to accumulate seniority in the bargaining unit under the following conditions:

- (a) They have completed their probationary period.
- (b) They exercise their seniority rights upon the termination of their jobs outside the bargaining unit.
- (c) Their names and seniority dates are included on the respective Department/Branch seniority list.

10.07 **Loss of Seniority:**

An employee shall lose his seniority standing and employment and his name shall be removed from the seniority list for any of the following reasons:

- (a) If the employee voluntarily resigns;
- (b) If the employee is discharged and not reinstated under the terms of this Agreement;
- (c) If the employee is absent without leave and fails to report within three (3) working days, without providing a reason satisfactory to the Company;
- (d) If the employee is on lay-off for lack of work for a period in excess of twelve (12) months;
- (e) If the employee fails to return to work at the termination of a leave of absence (except with the written consent of the Company);
- (f) If the employee transfers to a job outside the bargaining unit and remains outside the bargaining unit for longer than ninety (90) calendar days;
- (g) If the employee is disabled and does not return to work within a period of thirty and one half (30½) months. However, notwithstanding the employee's loss of seniority, the Company shall undertake to consider re-employment of the subject employee, into any open or vacant job he is capable of performing, at the applicable hourly wage rate, providing:
 - (a) The employee has received full and complete clearance from his physician to return to work;
 - (b) The employee requests consideration for re-employment, in writing;
 - (c) The Union similarly requests such consideration from the Company, in writing.

(It is also expressly understood that, by mutual agreement of the three (3) Parties named herein, the thirty and one half (30½) month limitation can be waived and the employee's name shall then be struck from the seniority list at an earlier time.)

- (h) If the employee takes a job elsewhere during a leave of absence without approval of the Company. (He will be considered as having quit).

10.08 **Seniority List:**

- (a) A seniority list for each Department/Branch will be prepared by the Company twice per calendar year or on demand by the Unit Chair.
- (b) The seniority list shall include all bargaining unit employees on the payroll at the time the list is prepared and all employees whose seniority is being maintained pursuant to Articles 10.05 and 10.06.
- (c) The seniority list shall commence with the employee with the most seniority, carry on downward to the employee with the least seniority and contain the following information:
 - (1) Employee's name
 - (2) Employee's job class
 - (3) Employee's job title
 - (4) Employee's seniority date
 - (5) Probationary status (to be noted with an asterisk *)
 - (6) First Aid Certification (to be noted with an "F.A." designation)
 - (7) Lead Hand Designation
- (d) The seniority list shall be posted on all bulletin boards and copies shall be given to the Unit Chairperson.
- (e) It is agreed that the Seniority List is correct and that no dispute shall exist with regard to any employee's service prior to the date of this Seniority List.

ARTICLE 11 - VACANCIES, JOB POSTINGS AND PROMOTIONS

11.01 **Job Posting:**

Where a job vacancy occurs or a new job is created (including training jobs as designated by those Job Titles listed in Appendix B with asterisks) notice shall be posted within five (5) working days on all bulletin boards at 99 Street, PPC and Structural Yard for a minimum period of five (5) working days. The notice shall set out a job description, reasonable and pertinent qualifications required for the job, job classification and wage rate. The notice will also include site location and shift for information purposes only, not to be a guarantee of site or shift.

11.02 **Application for Vacancy:**

An employee desiring the position must make application to the Company within the five (5) working day posting period by submitting a written application to the Plant Manager. Copies of the application shall be given to the Unit Chairperson or the steward in the absence of the Unit Chairperson.

11.03 **Effect of Recent Promotion:**

An employee may be ruled ineligible for the appointment if he has bid for and filled another job in the previous six (6) months unless the employee's job has been eliminated due to layoff.

11.04 **Announcement of Successful Applicant:**

The Company shall announce the successful applicant for the position within four (4) working days after the end of the posting period. The successful applicant will be placed in the posted position within twenty (20) calendar days unless not possible due to operational requirements, in which case either an alternate date for placing the employee in the position will be established and agreed to by the employee or such employee shall be allowed to withdraw from being considered for the posted position without penalty and in such case a new job posting in accordance with the provisions of Article 11.01 will occur.

11.05 **Effect of Seniority:**

- (a) Where there is no current trainee in the position, the senior employee applying for the position shall be given the appointment provided that he is qualified to fill the position after a reasonable training period of up to twenty (20) working days.
- (b) If the senior applicant does not receive the appointment the Company will advise the Unit Chairperson in writing, of the reasons why and the name of the employee selected for the position.

11.06 **Training Period:**

The Company may not curtail the training period without just cause before it has run its normal course unless mutually agreed by the parties (employee, Company and Union).

11.07 **Transfer Back to Original Position:**

In the event the employee is not able or does not wish to complete the training period or cannot satisfactorily perform the job following the training period, he shall be returned to his former position and wage rate without loss of seniority. Any other employee who

has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage rate without loss of seniority.

11.08 **Temporary Assignment:**

- (a) It is agreed that temporary assignments can be made without regard to seniority to enable the Company to meet operational requirements. Pending assignments made under job postings or vacancies created by the application of Articles 10.05 and 10.06, provided that temporary assignments will not be used to deny senior employees the right to fill positions under the job posting provisions. Temporary assignments are defined as incremental periods of one (1) month or less up to a maximum of three (3) months. These time periods may be extended by written mutual agreement between the Company and Union as circumstances warrant.
- (b) If any employee is temporarily assigned to a position calling for a higher rate of pay, he shall be paid the higher rate as per Appendix "C" for all hours so worked. If any employee is temporarily assigned to a position paying a lower rate of pay than his normal job, he shall retain his normal rate of pay.
- (c) Temporary vacancies that are to exceed a period of three (3) months will be posted and awarded as outlined in this Article. The successful candidate shall receive the rate of the posted position. At the conclusion of the temporary assignment, the employee will be returned to his former position.

11.09 **Other Transfers:**

If any employee is transferred to a lower-rated job at his own request or because of a reduction in the working force, he shall receive the lower rate.

11.10 **Employees on Lay-off:**

New employees shall not be hired where there are employees on lay-off who are qualified to perform the job.

ARTICLE 12 - LAY-OFF AND RECALL

12.01 **Notice:**

The Company shall give the Union written notice three (3) working days in advance of any lay-off due to lack of work and shall discuss with the Union the measures to be taken to effect it, except in cases of lay-off or shut-downs occasioned by emergency conditions.

12.02 **Basis of lay - off:**

- (a) Subject to the provisions of Article 12.03 below, in the case of lay-off due to lack of work, seniority shall determine the employees to be retained providing they can fulfill the job requirements.
- (b) No employee shall be laid off without being given an opportunity to transfer to any department in which work may be available providing that the employee shall be qualified to do the work available. The employee shall be given a reasonable familiarization period of a minimum of two (2) working days, but not to exceed three (3) workings days.

12.03 **Lay - off Procedure:**

- (a) The following order shall be adopted in cases of lay-off due to lack of work:
 - (1) Employees with no seniority rights;
 - (2) All other employees in reverse order of their seniority.
- (b) Deviations from the above procedure may be made by mutual agreement between the Parties when such deviations are necessary in order to retain a working force of employees who are qualified and able to perform the available work.
- (c) Notwithstanding their position on the seniority list, all Union Officers shall, in the event of a lay-off, be continued at work as long as there are jobs which they are qualified to perform. The Unit Chairperson shall work on the day shift during his term of office when possible and practical.
- (d) The Company agrees to discuss with the Union any case of hardship or alleged injustice arising out of any lay-off.

12.04 **Recall Procedure:**

- (a) In the event that it is necessary to increase the work force or to recall employees to any job and there are employees with seniority rights who have been laid off for lack of work, the following order of recalling employees shall be adopted:
 - (1) Union Officers shall be recalled if they are qualified to perform the job.
 - (2) All other employees who are qualified to perform the job shall be recalled in order of their seniority.
- (b) Employees entitled to be recalled shall be notified by single registered letter sent to their last known address and a copy of this letter will be provided to the

Union. In addition to such notice employees may also be advised personally, by electronic communication or through the Union.

- (c) Employees so notified are required to communicate with the Plant Manager immediately and to report to work within five (5) working days from the date such notice is given.
- (d) In the event that an employee does not report for work within five (5) working days from the date the notice is sent by registered mail or other method of electronic communication, he shall lose his seniority rights and employment and the Company shall recall an additional employee to fill the vacancy, unless the employee can provide a reasonable and sufficient reason for not being able to report to work within the five (5) working day requirement.
- (e) When an employee is displaced from his position as a result of a reduction of work and within nine (9) months of the displacement his former position becomes available he will have the opportunity to return to that position.

12.05 **Proper Address:**

It is the responsibility of the employees to report current addresses and telephone number and/or method of electronic communication to the Company and to the Union.

ARTICLE 13 - LEAVE OF ABSENCE

13.01 **Leave for Personal Reasons:**

An employee will be allowed a thirty (30) calendar day leave of absence without pay for personal reasons if:

- (a) He requests it in writing from the Plant Manager and a copy to the Union.
- (b) The leave is for a good reason and does not interfere with plant operations, except in emergency conditions when leave will be granted regardless.
- (c) A leave of absence will be extended for additional thirty (30) day periods if there is a good reason and the Company agrees to it. The employee must request each extension in writing before his first thirty (30) day leave is up. The Union will be notified of all leaves granted under this section.

13.02 **Leave to Attend Union Gatherings:**

An employee who has been elected or appointed by the Union to attend national or local gatherings may get a leave of absence without pay for this purpose. Not more than two (2) employees may take such leave of absence at one (1) time and they must give the Company one (1) weeks' notice in writing. This notice must be confirmed by

the Union. The leave will not exceed two (2) weeks, plus reasonable travel time. However, such leave of absence must not interfere with the efficient operation of the plant.

13.03 **Union Leave:**

The Company shall grant an employee a leave of absence of not less than one (1) year to work in an official capacity for the Local or International Union. All requests for such leave must be provided in writing to the Company by the Union at least ninety (90) calendar days in advance of the date such leave is to commence. Subsequent extensions to a leave under this provision for a period of not less than one (1) year may be granted by the Company. All requests to extend such leave must be received in writing from the Union by the Company at least ninety (90) calendar days in advance of the expiration date of the current leave. It is agreed that at no time will there be more than one (1) employee on such leave of absence. All leaves granted under this provision shall commence at the beginning of the calendar month. Any employee granted Union Leave shall not be eligible for Weekly Indemnity or Long Term Disability benefits provided in this Agreement. In order to maintain other applicable Health Benefit coverage referred to in Article 24 and Appendix E of this Agreement for such employee, the Company will allow the Union to reimburse in full to the Company commencing the first calendar month of the leave and on a monthly basis thereafter for the duration of the leave the full monthly premium cost for such other Health Benefit coverage. Failure to remit such payments to the Company by the Union shall relieve the Company and the applicable carrier or benefit provider of any obligation to provide coverage to such employee and their dependents where applicable.

All time spent by an employee on Company approved leave of absence under this provision will not be considered credited service in the Company Pension Plan referred to in Article 24 and Appendix "D" of this Agreement.

13.04 **Jury Duty:**

An employee who has completed the probation period and is required by law to serve as court juror shall be paid the difference between the pay for such jury duty and his regular straight time pay for hours he otherwise would have been required to work during his jury duty subject to the following:

- (a) The days eligible shall not exceed five (5) per week;
- (b) The employee provides the Company both advance notice and proof of service as well as the full amount of pay he received from the court;
- (c) The employee reports to work for his regular schedule when not required for actual jury duty on any day, or portion of a day he is seeking payment from the Company.

ARTICLE 14 - SAFETY AND HEALTH

- 14.01 The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health and Safety at the Company's operation in order to prevent industrial injury and illness.
- 14.02 The Company agrees to comply with the provisions of the Occupational Health and Safety Act.
- 14.03 Both the Company the Union and the employees recognize that a healthy and safe work environment and safe work practices are essential to the well-being of employees and for the efficient operation of the plant. The Union will encourage its members to work in a safe manner and to cooperate in the maintenance of a safe and healthy work environment. The Company will continue to establish policy of protecting the health of its employees, providing safe working conditions and promoting safe work practices. The Union will assist the Company in carrying out an accident prevention program. When there is a safety inspection in the plant by any outside agency a Union Representative or Union Joint Health and Safety Committee Member will participate in the inspection when available.
- 14.04 No employee shall carry out work where there exists an imminent danger to the health or safety of the employee or carry out any work that will cause to exist an imminent danger to the health and safety of another person present at the work site or operate any tool, appliance or equipment that will cause to exist an imminent danger to the health or safety of that employee or another person present at the work site.
- 14.05 Any refusal on the part of any employee to perform an unsafe act in accordance with the Occupational Health and Safety Act shall not be deemed to be a violation of this Agreement, nor shall any employee be disciplined for such refusal.
- 14.06 The Company and Union agree that the Safety and Health Committee at the 99th Street location shall consist of a total of four (4) members. Two (2) shall be appointed by the Union, one of whom shall have at least one (1) year of seniority with the Company at the time of his appointment with the remaining Union member having completed his probationary period. The other two (2) members shall be appointed by the Company. It is expressly understood that the two (2) members appointed by the Union shall not be taken from the same department or activity.

A separate Safety and Health Committee shall be operative at the 72 A Avenue location on both the day and afternoon shift when the plant operates on a continuous operation basis, which shall consist of a total of two (2) members, of whom one (1) shall be appointed by the Union who will have at least one (1) year of seniority with the Company at the time of his appointment. The other member shall be appointed by the Company.

A separate Health and Safety Committee shall be operative at the Structural Beam Yard location.

The function of each Safety and Health Committee is to plan, create and execute a safety program at each location and to promote safety and industrial hygiene in each respective plant.

Each Committee shall hold regular monthly meetings, minutes of which shall be issued to the members on that respective Committee.

At each location, monthly inspections of the plant shall be made by one (1) Company member and one (1) Union member of the Committee. A Company member and Union Member of the Committee shall investigate and report on all serious accidents at that location. The Safety Committee at the location shall review such reports and recommend corrective action when considered advisable.

14.07 **First Aid:**

The Company will maintain reasonable and customary first aid supplies for emergency treatment of accidents during working hours and a log book of all accidents shall be maintained. A qualified first aid attendant shall be available on all shifts. Employees are required to report all accidents and near misses. The Company and the Union will encourage members to participate and enroll in recognized first aid courses.

Employees designated as first aid attendants shall receive a premium of twenty-five (\$0.25) cents per hour. The first aid premium will be paid to no more than two (2) employees at the 99 Street, PPC and Structural Yard on the day shift. No more than one (1) employee at each location shall be paid this premium on the afternoon or night shift.

Employees selected as “Back-Up” First-Aid/ CPR Attendants will be trained by the Company and shall be paid a premium of ten (10) cents per hour.

Otherwise, any employee who has obtained their First-Aid/ CPR certification on their own accord will be paid a premium of ten (10) cents per hour.

It is understood and agreed that the First-Aid/CPR premium payments will be paid for work hours only and only to those employees with current First-Aid/CPR certificates.

14.08 The Company will arrange for the following:

- (a) Washrooms with heat, light and hot water.
- (b) A lunchroom with proper facilities for employees and adequate drinking fountain facilities.

- (c) The Union and Company agree that employees are encouraged to keep all lunchrooms and washrooms in a sanitary condition.

14.09 The Safety Committee shall meet on Company time during the first week of every month, or at a time otherwise mutually agreeable between the parties.

14.10 **Safety and Health:**

- (a) The Company agrees to furnish the following items of equipment for use by employees while working in the plant. It is mandatory that such equipment be worn by the employees as directed by the Company:

- (a) Goggles for Grinders
- (b) Goggles for Gas Cutters
- (c) Safety Goggles
- (d) Gloves for Welding and Gas Cutting Operations
- (e) Safety Helmets
- (f) Welding Helmets
- (g) Prescription Safety Glasses, on an as-required basis
- (h) General Use Gloves
- (i) Adequate Hearing Protection
- (j) Calibrated Measuring Tapes
- (k) Metatarsal Safety Footwear (reimbursable to a maximum of \$185.00)
- (l) Winter Wear
- (m) Rubber Boots with Metatarsal Protection

14.11 Priority will be given to prompt delivery of urgent messages for employees during working hours.

ARTICLE 15 - PAY ON DAY OF INJURY

15.01 If an employee, upon entering the Company property and prepared to commence work, meets with an accident which incapacitates him from completing his duties, he shall be paid for the time lost on the day he was injured at his applicable rate for that shift

providing reasonable proof is supplied to the Company that the employee was examined by a doctor on that same day.

ARTICLE 16 - BULLETIN BOARD

16.01 The Union shall have the exclusive use of a bulletin board on the premises of the Company and provided by the Company for the purpose of posting papers, notices, etc., which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union. The Company shall be informed of any such posting.

ARTICLE 17 - BEREAVEMENT LEAVE/BEREAVEMENT PAY

17.01 In the case of the death of an employee's spouse or child, the Company shall grant five (5) days paid leave of absence, four (4) days for the ten (10) or twelve (12) hour shift, at the employee's regular straight-time hourly rate of pay provided the employee attends the funeral or is required to take an active part in estate arrangements of the deceased.

In the case of the death of a parent, brother, sister, grandchildren, mother-in-law, father-in-law and grandparents and grandparents-in-law, the Company shall grant three (3) days paid leave of absence.

To attend the funeral of a brother-in-law and/or sister-in-law the Company will provide one (1) day bereavement leave not to exceed eight (8) hours pay at the employee's straight-time hourly rate.

ARTICLE 18 - OFFICIAL NOTICES

18.01 Union Address:

Any notice required to be given to the Company under the terms of this Agreement shall be given by mail addressed to it at its registered address:

Russel Metals Inc.
7016-99 Street
P.O. Box 4128
Edmonton, Alberta
T6E 4T2

Any notice required to be given to the Union under the terms of this Agreement shall be given by mail and addressed to:

The Financial Secretary of the Union
USW Local 1-207
202, 4264 – 91A Street
Edmonton, AB

ARTICLE 19 - HOURS OF WORK

19.01 This Article is intended to define the normal hours of work and shall not be construed as any guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. Overtime will not be calculated or defined in this Article.

19.02 The regular hours of work and the normal work week shall be as defined in Appendix "A", or Appendix "A-2".

19.03 **Lunch Period:**

Employees shall be allowed an uninterrupted lunch period of thirty (30) minutes on their own time.

19.04 **Coffee Breaks:**

(a) The Company agrees that all employees will be allowed two (2) coffee breaks of ten (10) minutes on Company time, one (1) in the first half of each shift, and one (1) in the second half of each shift. If two (2) hours or more overtime is worked, a ten (10) minute rest period prior to the start of the overtime shift will be provided.

(b) It is further agreed that when the workload is such that the taking of coffee breaks at one (1) time by all employees would be detrimental to the Company operations, then suitable arrangements will be made allowing employees to receive their coffee breaks on a rotational basis.

ARTICLE 20 - OVERTIME

20.01 Overtime shall be defined under the provisions of this Agreement as all hours worked by an employee:

- (a) in excess of eight (8) hours in any day, Monday through Friday inclusive;
- (b) on a Saturday;
- (c) on a Sunday;
- (d) on any Plant Holiday.

20.02 (a) Overtime will be distributed on a rotational basis, as equitably as practical, for those employees who:

- (1) are normally performing the work at the time;

- (2) have signified their availability for overtime work when requested by the Company;
 - (3) are fully qualified to perform such work.
 - (b) The Company will maintain necessary employee information on overtime worked and/or refused and such information will be made available to the Unit Chairperson on request, except that such privilege shall not be abused.
- 20.03 Overtime worked in excess of eight (8) hours in any regular work day (Monday through Friday inclusive) up to but not including the eleventh (11th) consecutive hour and the overtime worked in the first four (4) hours on any Saturday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage rate. All other overtime worked shall be paid at two (2) times the employee's regular hourly wage rate.
- Time spent on Company training not specifically associated with job cross-training shall be paid for at the employee's regular hourly wage rate, unless a higher amount is payable pursuant to the provisions of the Alberta Employment Standards Act. The time spent shall not be included in any other computation.
- 20.04 There shall be no pyramiding or double-counting of time in the calculation of overtime.
- 20.05 Overtime work shall be applied and calculated on the following basis:
- (a) **Overtime Lunches:**

Employees required to work more than two (2) hours of overtime shall be given a twenty (20) minute paid lunch break and every four (4) hours thereafter, provided it is necessary to resume overtime work after the lunch break.
 - (b) In the case of overtime work involving a paid lunch break as above, if the employee(s) concerned were not notified on the previous work day about the overtime work, the Company will reimburse the employee(s) for the cost of the lunch but it will remain the responsibility of the employee(s) to provide said lunch.
- 20.06 For the purpose of calculating overtime pay, an employee will be considered to have worked an eight (8) hour day even though he has been absent from work that day for reasons that are satisfactory to the Company.
- 20.07 **Banking of Overtime**
- (a) The Company has agreed to continue the existing method of banking overtime where it exists in Edmonton. Requests to bank overtime hours and time off in

lieu of the banked time must receive prior approval by the Manager in accordance with the current practice.

ARTICLE 21 - PLANT HOLIDAYS

21.01 (a) All employees covered by this Agreement shall receive eight (8) hours pay at their regular straight time rates for each of the following Plant Holidays in addition to any wages which they may be in receipt of for work performed on such holiday:

- | | |
|---|--|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Alberta Day (3 rd Monday in Feb.) | 9. Remembrance Day |
| 3. Good Friday | 10. Christmas Day |
| 4. Victoria Day | 11. Boxing Day |
| 5. Canada Day | 12. Either the day before Christmas, or the day before New Year's Day, subject to mutual agreement by the Parties. |
| 6. Heritage Day | |
| 7. Labour Day | |

If Easter Sunday falls on an employee's regular scheduled workday the employee may request to have the day off in accordance with the following provisions:

- (i) The Employee seeks and receives the Supervisor's approval prior to Easter Sunday, such approval will not be unreasonably withheld.
 - (ii) The Employee used banked overtime hours to make up for lost wages.
- (b) Payment for any of the above stipulated holidays will not be voided should such holiday fall on a Saturday or a Sunday. Holidays falling on a Saturday or Sunday will be observed on the day decreed by the government, or the observance of the above holidays may be transferred by mutual agreement to days other than the days proclaimed or provided herein.

21.02 (a) In case of sickness at a time when a Plant Holiday as per the Union Agreement falls due, one (1) holiday will be paid for providing such sickness has been established by a doctor's certificate. This certificate should provide the reasons for the absence and it will be the responsibility of the employee to furnish the Company with the doctor's certificate.

- (b) Each employee will receive a regular day's pay, provided he has worked on his last scheduled working day prior to the holiday and his first scheduled working day after the holiday.
- (c) New employees must complete thirty (30) consecutive calendar days of employment prior to the holiday to qualify for holiday pay, except that if he does complete the thirty (30) day period he shall receive pay for any holiday which occurred during such period.
- (d) The Company agrees that it will not lay off employees in order to cause them to forfeit pay for any Plant Holiday.
- (e) Refer also to Article 22, Item 22.05.

ARTICLE 22 - VACATION

22.01 **Definition:**

"Vacation Year" shall mean the period running from May 1st of the calendar year to April 30th of the following calendar year.

"Vacation Year Earnings" shall mean the employees' gross earnings in the previous vacation year including any vacation pay received in that same period.

22.02 **Length of Vacation and Vacation Pay**

Employees shall be entitled to the following periods of vacation in the vacation year based on their seniority at the beginning of the Vacation Year:

<u>Seniority as at May 1st of the Vacation Year</u>	<u>Length of Vacation/Vacation Pay</u>
Less than 1 year	One (1) day for each month of seniority to a maximum of ten (10) working days
1 year but less than 5 years	Two (2) weeks - 4%
5 years but less than 10 years	Three (3) weeks - 6%
10 years but less than 16 years	Four (4) weeks - 8%
16 years or more	Five (5) weeks - 10%

22.03 An employee shall be entitled to receive pay for his period of vacation calculated at the applicable percentage of his Vacation Year Earnings, with the percentage to be applied to be based on his seniority at May 1st of the Vacation Year.

22.04 **Vacation Scheduling:**

A vacation schedule shall be posted on the bulletin board by March 1st of each calendar year. Employees shall indicate their preference for vacation time off on the employee vacation time off requests and post a final schedule of approved employee vacation time off on the bulletin board by April 30th of each calendar year.

The prime vacation period shall fall between June 1st and October 31st in each calendar year. Employees who apply for vacation prior to March 31st each year will have their vacation preference awarded on the basis of seniority. Employees who apply for vacation after March 31st each year will have their vacation preference awarded on a first-come basis.

Employees entitled to more than three (3) week's vacation may be scheduled for:

- (a) Three (3) weeks during the prime vacation period and the remaining vacation outside the prime vacation period.
- (b) Such employees who desire more than three (3) week's vacation in one (1) unbroken period must make such request before the schedule is posted. The granting of such requests shall be subject to production requirements and preference shall be in accordance with seniority.

Vacations must be taken in the Vacation year. Vacations may not be postponed from one Vacation Year to another in order to accumulate a longer vacation period. Any remaining vacation monies will be paid out on the first pay of the next vacation year.

22.05 **Paid Holidays During Vacation:**

If a paid holiday recognized in this Agreement should fall within an employee's vacation period, said employee shall at his option receive:

- (a) An additional day's pay for the holiday; or
- (b) The employee's vacation shall be extended by one extra day with pay.

22.06 **When Vacation Pay is Payable:**

Employees who are entitled to a vacation shall receive vacation pay on the regularly scheduled pay day in which the vacation time taken falls.

22.07 **Vacation Pay in Year Employment Ceases:**

Employees leaving the employ of the Company for any reason whatsoever shall be entitled to receive their vacation pay for the Vacation Year, less any vacation pay they had already received in the Vacation Year, plus their earned vacation from May 1st of

the current calendar year to their date of termination of employment excluding any vacation pay received in this period.

22.08 Vacation and WCB

In the event an employee is absent from work as a result of a workplace injury, the employee will be entitled to receive on a one time only basis, in the first vacation year of the injury, the greater of the two:

- a) The percentage of his gross earnings based on his seniority at May 1st of the vacation year as per Article 22.02, or
- b) The number of weeks with pay based on the seniority as at May 1st, as per Article 22.02.

ARTICLE 23 - WAGES

23.01 Rates of pay will be in the amount and in accordance with the classifications and effective dates set forth in Appendix "C".

23.02 Each employee will be assigned a job classification by the Company, the duties of which he is competent to perform and which generally reflect his normal work. However it is expressly understood that such classifications are descriptive only and employees shall be required to perform related and assigned duties.

23.03 If any job classifications have been overlooked in this wage schedule or if any new jobs are created, the parties hereto are agreed to negotiate a rate for the job(s) in question and select a suitable job title. Disputes shall be resolved through the grievance procedure including arbitration.

23.04 The rates for the classifications set forth in this Agreement and for any subsequent additions thereto mutually agreed upon are the agreed-upon rates for those classifications and therefore no employee may perform work coming within the classifications for a rate less than the rate set forth in this Agreement. The refusal of any employee to work for a lesser rate shall not be grounds for dismissal by the Company. The Company and the Union may agree upon training rates for such classifications and the method of application for such training rates.

23.05 **Shift Differential:**

- (a) A shift premium of ninety cents (\$0.90) per regular straight time hour worked during the afternoon and night shift shall be paid to employees not working Continental Work Week Shifts.

- (b) Any shift premium provided shall be paid during overtime hours at the rate outlined but shall not be included in the standard hourly rate for computing overtime pay.

23.06 **Pay Days:**

Employees shall be paid every second Friday by direct deposit to a suitable bank account that they designate to the Company.

- 23.07 Any employee being discharged, laid off, or leaving of his own accord shall be paid all wages due him as promptly as possible or in any event no later than ten (10) working days following the date of termination or lay-off.

23.08 **Reporting Pay:**

Subject to the exceptions set forth in this Section, any employee reporting for work without being provided prior notice not to report, shall receive a minimum of four (4) hours pay at his regular rate applicable on that day, providing that if four (4) hours of work is not available at his regular job he shall perform such other work as may be assigned to him to qualify for such pay. The provision shall not apply if the employee is prevented from starting work because of a power shortage, power failure or any other circumstance beyond the control of the Company such as fire, flood, strike, etc.

23.09 **Call-Out Pay:**

- (a) Any employee who has already left the premises of the Company after completion of his scheduled shift and is recalled for work shall be paid:
 - (i) Pay for hours worked in advance of his regular starting time on recall at two (2) times his regular straight time hourly rate up to the starting time of his regular shift, but in any event not less than four (4) hours pay. Such payment shall occur if the employee has not been provided at least twenty four (24) hours advance notice of his recall to work.
 - (ii) Provided at least twenty four (24) hours advance notice of his recall to work.
 - (iii) Pay for hours worked in advance of his regular starting time on recall at time and one half (1-1/2) his regular straight time hourly rate up to the starting time of his regular shift, but in any event not less than four (4) hours pay. Such payment shall occur if the employee has been provided twenty four (24) hours or more advance notice of his recall to work.

Call-Out payments to employees pursuant to this provision shall not supercede the provisions of Article 20.03 of this Agreement which governs payments to employees on scheduled days of overtime.

- (b) However if it is found that the work that the employee was called in to perform cannot now be performed, the employee will have the option of:
 - (i) Working four (4) hours on such other work as may be assigned to him to qualify for such call-out pay, or
 - (ii) Leaving the Company premises under which condition no premium payment would be payable.
- (c) These provisions (a) and (b) shall not apply if the employee is prevented from starting work because of a power shortage, power failure or any other circumstance beyond the control of the Company such as fire, flood, strike, etc.

ARTICLE 24 - HEALTH & WELFARE BENEFITS

24.01 When new employees are eligible, they shall be required as a condition of employment to participate in the Pension Plan and the Health & Welfare Benefits Program as outlined in Appendix “D” and Appendix “E” of the Collective Agreement.

24.02 **Health and Welfare Benefits:**

In lieu of the Alberta Health Care premiums that were paid by the Company we agree to make available a Health Care Spending Account effective January 1st, 2010, with the understanding that if the Alberta Government reintroduce a similar tax or program that would require the Company to fund a provincial health care program, the Health Spending account would be eliminated.

\$350.00/year for individual coverage

\$500.00/year for family coverage

ARTICLE 25 - APPENDICES

25.01 Attached hereto and forming part of this Agreement are the following appendices:

1. Appendix "A" - HOURS OF WORK SCHEDULES
2. Appendix "A-2"- FLEXIBLE WORK HOURS
3. Appendix "B" - JOB TITLES AND CLASSIFICATIONS
4. Appendix "C" - STANDARD HOURLY WAGE RATES
5. Appendix "D" - PENSION PLAN
6. Appendix "E" - HEALTH & WELFARE BENEFITS PROGRAM
7. Letter of Agreement - TEMPORARY STUDENT EMPLOYEES
8. Letter of Understanding - SATURDAY OPENING
9. Letter of Understanding – VACATION DAYS/WCB BENEFITS
10. Letter of Understanding – CROSS TRAINING POSITIONS

ARTICLE 26 - GENDER AND NUMBER

- 26.01 (a) Wherever the use of the male gender is applied herein it shall also apply to the female gender where applicable.
- (b) Words importing the singular number may be construed to extend to and include the plural number and vice versa.

ARTICLE 27 - DURATION OF AGREEMENT

- 27.01 This Agreement shall be effective from June 1st, 2016 up to and including May 31st, 2018 and thereafter from year to year unless written notice of intent to terminate and/or amend the Agreement at the expiration of the above period is given by either Party to the other Party.
- 27.02 Within thirty (30) days after receipt of any notice given pursuant to this Article by either Party, the Parties to this Agreement shall commence negotiations. During the period of negotiations this Agreement shall continue in full force and effect

IN WITNESS WHEREOF the parties hereto have executed this Agreement this 18th day of May 2016.

For the Company:
RUSSEL METALS INC.

For the Union:
UNITED STEELWORKERS, LOCAL 1-207

Francine D. McMullen

Jeff Kallichuk

Bruce Robb

Robert Unrau

Glen Dunn

Kyle Hill

Jay Kreamer

APPENDIX " A "

HOURS OF WORK SCHEDULES

A - 1 The regular scheduled hours of work shall be as follows:

(a) Those truck drivers designated by the Plant Manager:

Monday to Friday 7:30 a.m. to 4:00 p.m. (one-half (½) hour lunch)

(b) Those employees designated by the Plant Manager:

Monday to Friday 10:00 a.m. to 6:30 p.m. (one-half (½) hour lunch)

(c) All remaining employees:

Monday to Friday 8:00 a.m. to 4:30 p.m. (one-half (½) hour lunch)

A - 2 **DEFINITION OF SHIFTS:**

(a) Any shift starting on or after six a.m. (6:00) and up to and including ten a.m. (10:00) is the first or day shift.

(b) Any shift starting on or after ten a.m. (10:00) but before six p.m. (6:00) is the second or afternoon shift.

(c) Any shift starting on or after six p.m. (6:00) but before six a.m. (6:00) is the third or night shift.

A - 3 The normal work week shall be forty (40) hours from the start of the first shift on Monday morning to the end of the shift on Friday.

A - 4 Additional shifts and/or changes in shift hours may be negotiated from time to time during the term of this Agreement. Any new schedules shall conform to the provisions for eight (8) hours per day and forty (40) hours per week.

APPENDIX A - 2

FLEXIBLE WORK HOURS

I Preamble:

The Company, Union and employees at the Edmonton Operations agree that it is in the overall best long term interests of all concerned to ensure they provide maximum quality and service to their Customers. To that end it is their intent to implement more flexible Hours of Work and Shift Schedule arrangements (currently in operation at the Company's Plate Processing Center located on 76th Avenue in Edmonton), which will enable the operation of the Edmonton facilities on a seven (7) day work week, twenty-four (24) hours a day, two (2) twelve (12) hour shift basis.

The parties understand and agree that the operation of these hours of work and shift arrangements may be either total or partial in nature with respect to the Edmonton operations, depending upon the business conditions affecting these operations.

The provisions of this Appendix apply only to those bargaining unit employees otherwise covered by this Collective Agreement who are assigned to work this alternative Shift Schedule and Hours of Work, for the period they are so assigned.

Any provision of the Collective Agreement not specifically dealt with by the terms of this Appendix will continue to apply to employees assigned to work this alternative Shift Schedule and Hours of Work in the same manner as it does for other bargaining unit employees.

II Specific Amendments To The Collective Agreement Affected By The Operation Of This Appendix A - 2

Article 11.02

Add to the existing provision the following:

Employees who are scheduled to be off work for a period of four (4) days or more who desire to be given consideration for a job posting which occurs during their scheduled absence shall notify the Plant Manger in writing of this desire. Such written notice is to be provided to the Plant Manager prior to their leaving work for their scheduled absence.

Article 17.01

Change twenty-four (24) hours to thirty-six (36) hours

Change eight (8) hours to twelve (12) hours

Article 19.03

Change to read as follows:

Employees working twelve (12) hour shifts shall be allowed an uninterrupted paid lunch period of thirty (30) minutes as well as uninterrupted rest periods consisting of two (2) paid fifteen (15) minute breaks. Employees working shifts other than twelve (12) hours shall receive a lunch period in accordance with Article 19.03

Article 20.01

(a) Change to read as follows:

in excess of twelve (12) hours in any day, Monday to Sunday inclusive.

Article 20.01

(b) Delete

Article 20.01

(c) Delete

Article 20.01

(d) Change to read as follows:

For employees working twelve (12) hour shifts, when a Plant Holiday listed in Article 21.01 occurs on their regular scheduled workday, employees required to work the day shall be paid their regular straight time hourly rate for all work performed that day plus an additional time and one half their regular straight time hourly rate for all work performed that day. Employees not scheduled to work on a Plant Holiday shall be paid for the holiday on the basis of their regular straight time hourly wage rate for their regular scheduled shift on the Plant Holiday.

Article 20.03

Change to read as follows:

Employees working twelve (12) hour shifts required to stay and work overtime in excess of their regular twelve (12) hour shift on any regular work day (Monday through Sunday inclusive) shall be paid at two (2) times the employee's regular straight time hourly wage rate for all such overtime worked by them.

When overtime is pre-arranged with an employee working twelve (12) hour shifts and such overtime is to occur on one of their rest days as per their regular work schedule, the employee shall be paid at one and one-half (1-1/2) the employee's straight time hourly wage rate for up to the first six (6) hours of such overtime work performed by the employee. All overtime worked by the employee beyond the first six (6) hours on this overtime shift shall be paid at two (2) times the employee's regular straight time hourly wage rate.

Time spent on Company training not specifically associated with job cross training shall be paid at the employee's regular straight time hourly wage rate, unless a higher amount is payable pursuant to the applicable provisions of the Alberta Employment Standards Act.

Article 20.06

Change to read as follows:

For the purpose of calculating overtime pay, an employee scheduled to work twelve (12) hour shifts will be considered to have worked a twelve (12) hour day even though he has been absent from work that day for reasons that are satisfactory to the Company.

Article 21.01

(a) Change eight (8) hours to twelve (12) hours.

Article 21.01

(b) Delete

Article 23.05

Change to read as follows:

All employees working twelve (12) hour shifts shall be paid a shift premium for all hours worked on such shifts in the amount of eighty cents (\$0.80) per hour worked.

Article 23.08

Change four (4) hours pay to six (6) hours pay.

Article 23.09

Change to read as follows:

Change four (4) hours in sections (i) and (ii) to six (6) hours

Call Out payments to employees pursuant to this provision shall not supersede the provisions of Article 20.03 of this Appendix which governs payments to employees on scheduled days of overtime.

III Additional Provisions Applicable to Appendix A - 2

The Company shall provide a minimum of one (1) week advance notice to affected employees in the implementation or curtailment of the alternate Hours of Work and Shift Schedule contained in this Appendix A-2.

It is understood and agreed that this Appendix A-2 is intended to define the normal hours of work that would be operational with the implementation and continued operation of this Appendix A-2. However it is agreed that nothing in this Appendix A-2 shall be construed as a guaranty of work or pay, or hours of work per day or per week, or of days of work per week.

The actual Work Schedule for employees assigned to work the alternative Hours of Work created by the implementation and continued operation of this Appendix A-2 shall be finalized by the Company and Union prior to the initial implementation of this Appendix A-2.

Both the Company and the Union recognize and agree that business conditions may warrant the implementation and use of ten (10) hour shifts as opposed to twelve (12) hour shifts and both parties are prepared to accordingly amend on a proportional basis the respective provisions of this Appendix A-2, if and when such situation should occur.

APPENDIX " B "

JOB TITLES AND CLASSIFICATIONS

CLASS	JOB TITLE
2	(a) Temporary Student Employee
4	(a) Warehouse and Shop Helper (first 6 months) (b) Machine Helper - new hire
6	(a) Warehouse and Shop Helper (6 months experience)
7	(a) Machine Helper (6 months experience) Machine Helpers in Job Class 7 at the PPC facility will progress to Job Class 8 (a) as a Warehouseman after 12 months experience and subject to them meeting the job prerequisites as determined by the plant manager. If a Machine Helper fails to meet the prescribed requirements the employee will have to wait a further 6 months before he will be reconsidered for progression to Job Class 8 (a)
8	(a) Warehouseman (b) Multi-Torch Trainee Brake Trainee Plate Roll Operator Trainee Saw Operator Trainee Shear Operator Trainee Laser Operator Trainee Kinetic Operator Trainee Beveller Trainee Cab Crane Operator Trainee
9	(a) Truck Driver (Conventional and Tractor-Trailer under 40 feet) (b) Machine Operator (Ironworker)
10	(a) Tractor Trailer Driver (b) Shear Operator (c) Saw Operator
11	(a) Crane Operator (Cab - Operated) (b) Shop Floor Receiving/Shipping Inspector
12	(a) Shipper - 99th Street
14	(a) Brake Operator & Set Up

- 15 (b) Multi - Torch Operator & Set Up
- 16 (a) Beveller Operator
- 17 (a) Plate Roll Operator
(b) Brake Operator (Advanced)
- 18 (a) Laser Operator
- 19 (a)
- 20 (a) Kinetic Operator
- 21 (a)
- 22 (a) Plate Roll Operator (Advanced)
(b) Kinetic Operator (Advanced)
- 23 (a)
- 24 (a)

NOTES: (a) LEAD HANDS:

Lead Hands will be paid at a level of two (2) Job Classes above their own Job Class.

(b) TRACTOR TRAILER DRIVERS:

The Company will bear the costs of annual medical examinations and will provide the necessary time off without loss of pay in order that Class #1 driving licenses are maintained in good standing.

Job Titles & Classifications per Department/Branch Location		
Processing Center Branch 62	99 Street Branch 61	Structural Yard Branch 58
Job Class 2	Job Class 2	Job Class 2
Job Class 4 - (a) (b)	Job Class 4 - (a)	Job Class 4 - (a)
Job Class 6	Job Class 6	Job Class 6
Job Class 7		
Job Class 8 –Trainee positions (a) (b) - for (b) no saw or Cab crane	Job Class 8 – Trainee positions (a) (b) saw & cab crane	Job Class 8 – Trainee positions (a) (b) saw only
Job Class 9 - (a) (b)	Job Class 9 - (a)	
Job Class 10 - (a) (b)	Job Class 10 - (a & c)	Job Class 10 - (a & c)
	Job Class 11	
	Job Class 12	
Job Class 14		
Job Class 15		
Job Class 16		
Job Class 17		
Job Class 18		
Job Class 19		
Job Class 20		
Job Class 21		
Job Class 22		
Job Class 23		
Job Class 24		

APPENDIX " C "

STANDARD HOURLY WAGE RATES

	June 1, 2015	June 1, 2016	June 1, 2017
		Current	3.00%
1	\$0.00	\$0.00	\$0.00
2	\$17.49	\$17.49	\$18.01
3	\$0.00	\$0.00	\$0.00
4	\$19.04	\$19.04	\$19.61
5	\$0.00	\$0.00	\$0.00
6	\$25.62	\$25.62	\$26.39
7	\$27.60	\$27.60	\$28.43
8	\$28.01	\$28.01	\$28.85
9	\$28.42	\$28.42	\$29.27
10	\$28.82	\$28.82	\$29.68
11	\$29.24	\$29.24	\$30.12
12	\$29.67	\$29.67	\$30.56
13	\$30.09	\$30.09	\$30.99
14	\$30.50	\$30.50	\$31.42
15	\$0.00	\$0.00	\$0.00
16	\$31.31	\$31.31	\$32.25
17	\$31.72	\$31.72	\$32.67
18	\$32.14	\$32.14	\$33.10
19	\$32.56	\$32.56	\$33.54
20	\$32.97	\$32.97	\$33.96
21	\$33.40	\$33.40	\$34.40
22	\$33.82	\$33.82	\$34.83
23	\$34.24	\$34.24	\$35.27
24	\$34.66	\$34.66	\$35.70

APPENDIX " D "

**PENSION PLAN FOR HOURLY –
PAID EMPLOYEES OF RUSSEL METALS INC.**

This pension plan for Company employees, members of Local 1-207 of the United Steelworkers, is provided by a pension agreement negotiated between the Company and the Union.

There is no contribution by the employees as the plan is financed by the Company.

The following is a capsule summary of the pension plan text:

ELIGIBILITY	Upon attaining seniority
PAST SERVICE	Included
EMPLOYEE CONTRIBUTION	Nil
NORMAL RETIREMENT	Age 65
EARLY RETIREMENT	Age 55
NORMAL PENSION	

	Normal pension per month, per year of service
Effective June 1, 2014	\$50.00

EARLY RETIREMENT	0.5% for each month that early retirement
REDUCTION	precedes normal retirement
DISABILITY INCOME	Nil
VESTING	Effective the first of the month following ratification the vesting period shall be changed to two (2) years of continuous service for current employees with less than two (2) years of continuous service and all newly hired employees following ratification of the agreement.
DEATH BENEFIT	Before retirement: For pension earned up to December 31, 1986: nil For pension earned after December 31, 1986, a pension equal to 60% of the commuted value of your

vested pension is payable to your spouse.

After retirement:

Nil, unless an optional form of pension is elected.

APPENDIX " E "

HEALTH & WELFARE BENEFITS PROGRAM

The following is a capsule summary of the health and welfare benefits available to eligible employees at Company expense (excluding LTD which is 100% employee paid).

Basic Life	The greater of one time current base annual salary or \$60,000 100% Employer paid
Dependent Life	Spouse \$2,500 Each Child \$1,500 100% Employer paid
Basic AD&D	The greater of one time current base annual salary or \$60,000 100% Employer paid
Short Term Disability	66 2/3% of weekly earnings up to \$850/week Stay with 1/1/4 plan 100% Employer paid
Long Term Disability	65% of base earnings per month to a max of \$10,000 per month. 100% Employee paid CPP offset
EXTENDED HEALTH	100% Employer Paid
Coverage	Prescription drugs = 85% All other healthcare expenses = 100% subject to specified maximums
Healthcare Maximum	No lifetime maximum
Prescription Drugs	Pay direct drug card which includes: Dispensing fee capped at \$10 / Rx Mandatory generic substitution Lowest Cost Alternative program Drug formulary reviewed annually Special approval for narcotics greater than \$1500
Paramedical	Chiropractor, Osteopath, Naturopath, Chiropodist/Podiatrist, Psychologist, Speech Therapist, Massage Therapist: \$350 per practitioner per calendar year
Hearing Aids	Up to \$400 every 5 years

Orthotics	Custom-made orthotics: 2 pairs per year
Travel Assistance	Deluxe Travel Plan
Hospitalization	100% of Semi-private hospital room (No coverage for private room)
Health Care Spending Account (HCSA)	\$350 for single coverage \$500 for family coverage
DENTAL	100% for routine and basic services 50% for major services Paid on 1 year lagged fee schedule Annual maximum \$1500 per person \$1,000 lifetime orthodontic coverage
VISION	\$250 per person every 2 years for glasses Up to \$75 every 2 years for eye exam

Changes to group benefits are in effect the first of the month following ratification.

LETTER OF AGREEMENT

BETWEEN

**RUSSEL METALS INC.
EDMONTON PLANT
EDMONTON, ALBERTA**

AND

**UNITED STEELWORKERS, LOCAL UNION 1-207
EDMONTON, ALBERTA**

RE: TEMPORARY STUDENT EMPLOYEES

It is agreed that the following list of principal points form the basis of our policy concerning the hiring of students for summer holiday relief:

1. Temporary labour is obviously required while regular employees are absent on vacation. These openings do not offer the prospect of long-term employment. It is therefore appropriate to hire students during the summer vacation period.
2. No students shall be hired until all regular employees with seniority on lay-off have been recalled.
3. The maximum number of students shall be equal to the number of regular employees away on vacation at any one (1) time during the summer holiday season.
4. Students hired for temporary work shall not be permitted to bid on posted permanent job openings and shall not accumulate seniority. In the case of a student transferring to permanent employment, his seniority shall count from the date of employment subject to completion of the probationary period. Notwithstanding this and in accordance with Appendix D of this agreement, such student transferring to permanent employment shall not receive any credited service as a member in the Pension Plan for the period he was employed as a student by the Company. Having successfully completed the probationary period, a student transferring to permanent employment shall have the benefit of all other rights and privileges befitting his membership in the bargaining unit.
5. Student employees shall sign up in the Union and the Health & Welfare Benefits Program on the same basis as a regular employee and shall be paid on the same basis as a regular employee. If a student is eligible to receive benefits under their parent or guardians' plans then they will not be entitled to the benefits under this Collective Agreement.

6. Employees hired as potential regular employees shall be given first opportunity to fill vacancies, but this does not include emergency situations.

Dated this 18th Day of May, 2016

For the Company:
RUSSEL METALS INC.

For the Union:
UNITED STEELWORKERS, LOCAL 1-207

Francine D. McMullen

Jeff Kallichuk

Bruce Robb

Robert Unrau

Glen Dunn

Kyle Hill

Jay Kreamer

LETTER OF UNDERSTANDING

BETWEEN

RUSSEL METALS INC., EDMONTON PLANT

EDMONTON, ALBERTA

AND

UNITED STEELWORKERS, LOCAL UNION 1-207

EDMONTON, ALBERTA

RE: SATURDAY OPENING

In order to maintain a high level of customer service and our competitive position in the industry, the Company foresees a future need to keep our warehouse opened on Saturdays.

Both parties hereby agree that should such a need arise, they will meet to discuss with an open Mind how such Saturday openings can be implemented.

Dated this 18th Day of May, 2016

For the Company:
RUSSEL METALS INC.

For the Union:
UNITED STEELWORKERS, LOCAL 1-207

Francine D. McMullen

Jeff Kallichuk

Bruce Robb

Robert Unrau

Glen Dunn

Kyle Hill

Jay Kreamer

LETTER OF UNDERSTANDING

BETWEEN

RUSSEL METALS INC., EDMONTON PLANT

EDMONTON, ALBERTA

AND

**UNITED STEELWORKERS, LOCAL UNION 1-207
EDMONTON, ALBERTA**

CROSS - TRAINING POSITIONS

Once annually, the Company will post expression of interest lists for training positions for all operator positions that do not have a current trainee or where the Company has determined that they want more than one trainee.

The most senior person who signs the expression of interest list will be eligible to accept the training position. If the most senior person does not accept the position, it will be offered to the next most senior person and so on until someone has accepted the position and becomes the trainee.

When an employee accepts a training position they will have twenty (20) recorded training days to remove themselves from that position without penalty once they start training, otherwise they are obligated to that training position for a period of one (1) year from the time they complete their training.

A trainee who removes themselves from a training position is ineligible to sign any other expression of interest list for a period of one (1) year from the time they remove themselves from the position.

The trainee will become the operator in the event of a vacancy occurring in the operator position provided they meet the reasonable requirements of the job posting and will have twenty (20) recorded training days to demonstrate their ability to do the job. If the Company determines that the trainee is NOT qualified to perform the operator position due to operational requirements they must share the reasons with the trainee and the Union.

While training an employee will be paid class 8 or their current posted job classification, whichever is higher.

While performing the training position in the absence of the operator the employee will be paid the job classification for the operator position.

The Company will ensure that all trainees are provided opportunities to maintain their skills through things such as vacation coverage, training coverage, etc.

In the event the trainee is not able or does not wish to complete the training, does not show the ability to perform the job after a reasonable training, or cannot satisfactorily perform the job following the training, he shall be returned to his former position and wage rate without loss of seniority. Any other employee who has been promoted or transferred because of the rearrangement of positions shall also be returned to his former position and wage rate without loss of seniority.

Dated this 18th Day of May, 2016

For the Company:
RUSSEL METALS INC.

For the Union:
UNITED STEELWORKERS, LOCAL 1-207

Francine D. McMullen

Jeff Kallichuk

Bruce Robb

Robert Unrau

Glen Dunn

Kyle Hill

Jay Kreamer