

Collective Agreement

Between

Results 360, Moncton Logistics Inc. (the “Company”)



And

**Canadian Automobile, Aerospace, Transportation and
General Workers Union of Canada (CAW-Canada) and it's
Local 4005** (the “Union”)



February 22, 2010 – February 28, 2013

INDEX

Article 1 - Purpose and Recognition.....	1
Article 2 - Union Security and Dues Check Off	1
Article 3 - No Discrimination or Harassment	2
Article 4 - Management Rights.....	2
Article 5 - Grievance Procedure	3
Article 6 - Seniority	5
Article 7 - Loss of Seniority	5
Article 8 - Layoff and Recall	6
Article 9 - Wage and Wage Administration.....	7
Article 10 - Floater Employees	7
Article 11 - Overtime Pay	8
Article 12 - Hours and Schedules of Work	8
Article 13 - Filling Vacancies	9
Article 14 - Pay Day	10
Article 15 - Holiday with Pay Plan	10
Article 16 - Vacation with Pay Plan	11
Article 17 - Vacation Scheduling	11
Article 18 - Bereavement Leave.....	13
Article 19 - Jury Duty Leave	13
Article 20 - Leave of Absence	13
Article 21 - Family Medical Leave	14
Article 22 - Group Retirement Savings Plan.....	14
Article 23 - Benefit Plan.....	14
Article 24 - Boot and Clothing Allowance	14
Article 25 - Injury on the Job	15
Article 26 - Accommodation	15
Article 27 - Health and Safety	15
Article 28 - Strikes and Lockouts.....	17
Article 29 - Administration of Discipline	17
Article 30 - Union Representation	17
Article 31 - Union Bulletin Boards	18
Article 32 - Miscellaneous	18
Article 33 - Duration of Agreement	19
Appendix "A" Classifications & Minimum Wage Scale	20
Appendix "B" Benefit Plan: Health Care Plan Summary	21
Appendix "C" Letters of Understanding: Retention Wage Rates; Minute of Silence	23

AGREEMENT

This Collective Bargaining Agreement is entered into this 22nd day of February, 2010 between Results 360, Moncton Logistics Inc. (the "Company"), located at 775 Frenette Avenue in the Town of Moncton, NB, and Canadian Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW-Canada) and it's Local 4005 (the "Union").

ARTICLE 1 - PURPOSE AND RECOGNITION

- 1.01 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Results 360, Moncton Logistics Inc. located at 775 Frenette Avenue in the Town of Moncton, NB, save and except supervisors, those above the rank of supervisor, office, clerical, sales, facility maintenance, sanitation and WMS type controllers.**
- 1.02 The Company will communicate at all times necessary with the Union, for the purpose of resolving any disputes which may arise regarding wages, hours of work, and working conditions.**
- 1.03 If any provincial or federal legislation, court decision or government regulation invalidates any section of this Agreement, all other sections not invalidated shall remain in full force and effect. The Company and Union will meet within thirty (30) days of the invalidation, to negotiate new contract language to replace the section(s) invalidated.**
- 1.04 The Company agrees not to enter into any other agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.**

ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

- 2.01 It is agreed that all current, new and probationary employees of the Company, shall, as a condition of employment, become and remain members in good standing as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees will be required to sign an application for membership and authorization for check off of dues and initiation fee, supplied by the Union to the Company.**
- 2.02 The Local Union copy of this form will be completed within one (1) week of the employees hire and forwarded to the Local Union Financial Secretary at the time of dues remittance.**

- 2.03 The Company agrees to deduct monthly from the wages of every employee any dues, initiation fees or assessments levied, in accordance with the Union Constitution and By-Laws.**
- 2.04 All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within fifteen (15) working days of the month following the deductions, along with a list of names and the amount of each deduction.**
- 2.05 The Company will also supply a list of those members who did not have Union dues deducted and the reason why no deduction took place.**
- 2.06 The Company will supply the Local Union with information necessary to administer the contract on a monthly basis.**
- 2.07 The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that might arise out of, or by reason of, deductions made or payments made in accordance with this Article.**

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01 The Company and the Union agree that neither will discriminate against any employee with respect to any term or condition of employment to the extent set out in the New Brunswick Human Rights Act or any other applicable legislation. Similarly, both parties are committed to providing a harassment free workplace.**
- 3.02 Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.**
- 3.03 Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context applies.**

ARTICLE 4 - MANAGER'S RIGHTS

- 4.01 Except as specifically limited by the express provisions of this Agreement, the Company retains exclusive right to exercise all management rights or functions. These shall include:**
- a) The right to formulate, enforce, revise and administer rules, policies and procedures covering the operations including but not limited to attendance, discipline and safety.**
 - b) The right to discipline or discharge for just cause.**

- c) **The right to select the products to be handled, choose customers, determine the methods and scheduling of shipping, receiving and warehousing, determine the type of equipment or vehicle used and the sequence of operating processes within the facility, determine the size and character of inventory and to introduce different shipping, receiving and warehousing methods. Without restricting the generality of the foregoing, and in addition thereto, the Union agrees that the Company has the right to study or introduce new or improved production methods.**
- d) **The right to establish work schedules, to determine the number of employees necessary to operate any department, or classification of the Company, to determine management organization for each department, to hire, layoff, promote, transfer and demote, to assign work on a temporary and permanent basis, to utilize floater employees, to reasonably judge the skills, abilities, certifications and qualifications of its employees, to establish or revise reasonable performance and quality standards.**
- e) **The right to transfer work between any of its facilities or departments, determine the number and location of the business, including the establishment of new facilities or departments and the right to relocate facilities or departments.**

4.02 It is agreed that listing of the foregoing management rights shall not be deemed to exclude other rights of management not specifically listed.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 The purpose of this Article is to establish a procedure for the orderly and prompt settlement of all grievances.

5.02 Any complaint, disagreement or difference of opinion between the parties to this Agreement, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

- **VERBAL: Any employee having a complaint shall first take the matter up with his immediate supervisor and, if requested, his steward. If a settlement is not reached, the grievance, to be processed further, must be reduced to writing and presented to the Operations Manager within seven (7) days of the event giving rise to the grievance.**
- **STEP 1: The grievance will be submitted, on a form to be supplied by the Union. All grievances should identify, the article(s) alleged to have been violated, the date the grievable event occurred and the relief requested. The Assistant General Manager and the Union representative shall attempt to resolve the matter. If unresolved the Operations Manager shall give his decision**

in writing within seven (7) days of receipt of the grievance, explaining why the grievance is denied.

- **STEP 2:** Should the Union be dissatisfied with the Operations Manager's decision the Union may, within seven (7) days of receipt of the answer at Step 1 request a meeting with the Labour Relations representative designated by the Company. The parties shall meet within fourteen (14) days of the request for the meeting. The Union National Representative and/or President of the Local Union and the President of the Company or his designate may be in attendance at this meeting.

- 5.03** The Company's decision relating to the grievance shall be in writing and, if not rendered during the conference, shall explain the Company's decision and be provided to the Chairperson or designate within seven (7) days of the conference.
- 5.04** If the Company's decision is not satisfactory to the Union, it may be referred to an arbitrator, provided written notice of the Union's intention to refer the dispute to an arbitrator is given to the Company within fourteen (14) days of the Company's decision.
- 5.05** A grievance alleging the improper discharge of an employee will not require a meeting with the employee's immediate supervisor.
- 5.06** The grievance procedure outlined in this Agreement shall apply equally to a grievance lodged by a group of employees, or to a Union policy grievance. All grievance forms and appeal forms shall be supplied by the Union.
- 5.07** Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situation.
- 5.08** Grievances not responded to within the time limits may be processed to the next step by the moving party. It is also agreed that, unless there is a written extension of the time limits, a notice to arbitrate must be made within forty-nine (49) days of the grievance being filed. The parties may agree, in writing, to extend the time limits. The parties may agree to non-binding mediation prior to resorting to arbitration.
- 5.09** The parties shall agree on a sole arbitrator. In the event that the Union and the Company cannot agree within two (2) weeks of receipt of the above notice, either party may apply to the Minister of Labour for the appointment of an arbitrator.
- 5.10** In rendering a decision the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

5.11 The parties shall each pay one-half the remuneration and expenses of the arbitrator.

ARTICLE 6 - SENIORITY

6.01 Seniority will be established and maintained for all employees in the bargaining unit, and is defined as an employee's most recent period of continuous service with the Company.

6.02 All employees' names will appear on a seniority list as of their date of hire, and be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Chairperson.

6.03 Employees will be regarded as probationary employees for the first seven hundred and twenty (720) hours worked. Seniority will start from the first date of hire and their name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees may be discharged by the Company due to unsuitability, at its discretion for less than just cause, provided the discharge is not a violation of provincial labour legislation. Probationary employees shall not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

6.04 Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with "a" being the most senior. The status of an employee's seniority will not change because of a name change.

ARTICLE 7 - LOSS OF SENIORITY

7.01 Seniority rights shall cease and bargaining unit employment shall terminate for any of the following reasons:

- 1. If an employee voluntarily quits.**
- 2. If an employee is discharged for just cause**
- 3. If an employee overstays a leave of absence or remains away from work without permission for a period of three (3) consecutive working days, unless a satisfactory reason is given.**
- 4. If an employee fails to report for work within three (3) days after receipt of registered notice of recall, unless a satisfactory reason is given.**
- 5. If an employee is laid off for a period of twelve (12) months, or for a period of time equal to his accumulated seniority, whichever is less.**

6. If an employee uses an approved leave of absence for reasons other than represented to the Company
 7. If an employee accepts a position with the Company outside of the bargaining unit for a period exceeding sixty (60) days.
 8. If an employee retires.
- 7.02 Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with change to their address or telephone number. This information will be provided on Company forms. Employees shall retain a signed copy of this form. Failure to comply with this Article will relieve the Company of any obligation to comply with any part of this Agreement where this information is necessary for compliance.

ARTICLE 8 - LAYOFF AND RECALL

- 8.01 The term "layoff" shall be defined as a reduction in the working force which arises from a shortage of work of two (2) weeks or greater that results in the elimination of a position. The Company will give at least seven (7) days notice of anticipated layoffs to employees and the Union where possible.
- 8.02 In the event of a layoff, probationary and part time employees will be laid off first. The Company shall then layoff regular full time employees in reverse order of seniority on a bargaining unit wide basis.
- 8.03 Employees will be recalled in the reverse order in which they were laid off provided that the employees being recalled have the qualifications and certifications to perform the work.
- 8.04 The Company will provide the Union Chairperson a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 8.05 A reduction of the work force for a period of less than two (2) weeks will not be considered a layoff. In these circumstances the Company will adjust the workforce by canvassing for volunteers within the affected classification(s) and department(s) and granting leave based on seniority. If following this procedure there remains a need to adjust the workforce further, the most junior employee(s) in the affected classification(s) and department(s) will be displaced.
- 8.06 An employee because of a lack of qualification or certification who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a seven (7) day training period to become qualified.

ARTICLE 9 – WAGE AND WAGE ADMINISTRATION

- 9.01 Attached and forming part of this Agreement is Appendix 'A' which sets out the minimum hourly rates of pay for all full-time employees covered by the terms of this Agreement.**
- 9.02 There shall be no pyramiding of any premiums and/or overtime pay provided for in this Agreement.**
- 9.03 All wage upgrades including progression increases are effective the beginning of the first pay period following the identified dates above.**
- 9.04 The Company may, from time to time, introduce, modify, or eliminate an incentive program. Any incentive program would be in addition to the prevailing wage progression scales.**
- 9.05 A shift premium of seventy-five cents (\$.75) per hour will be paid for all hours worked between 6:00 p.m. and 6:00 a.m.**
- 9.06 All employees required to work in the freezer shall be paid a one dollar (\$1.00) per hour premium for all hours worked.**

ARTICLE 10 – FLOATER EMPLOYEES

- 10.01 The parties agree that the Company has the right to utilize floater employees. The use of floater employees shall not exceed twenty percent (20%) of the total hours worked for all full-time employees in the bargaining unit in any three (3) month period. The Company has the right to replace the hours of full-time employees absent for any reason for the duration of the absence and these hours shall not be used in the calculation of the allotment limitation. The Company may use any combination of floater employees to replace the absent employee.**
- 10.02 Floater employees will have a separate seniority list, the use of which shall be used to determine the order in which the floater employees can apply for full-time positions. If a floater employee, applying for full-time position, has not completed his probationary period prior to electing regular, full-time status, the probationary period must be completed before the employee will be considered a regular, full-time employee.**
- 10.03 Floater employees will be offered regular, full-time positions before the Company hires from the outside. The seniority date for a floater employee electing regular, full-time status will be the date they are granted regular, full-time status.**
- 10.04 Floater employees will be paid \$2.00 an hour below the regular, full-time wage scale, but in no case less than \$12.00 an hour.**

- 10.05 Eligibility for paid time off and fringe benefits for floater employees who work an average of twenty-eight (28) hours of work or less per week will be governed by the New Brunswick ESA. Floaters who work an average of more than twenty-eight (28) hours of work a week will be entitled to all contractual time off and fringe benefits. To meet this standard, floaters must work an average of more than twenty-eight (28) hours per week for twelve (12) consecutive weeks. Once this standard has been met, it will be maintained unless the floater works an average of less than twenty-eight (28) hours per week for twelve (12) consecutive weeks. The benefits specifically referred to in this Section are Article 15 -- Holidays, Article 16 -- Vacation, Article 18 -- Bereavement, and Article 23 -- Health Benefits.**
- 10.06 Floaters are entitled to all rights and benefits to this Agreement unless abridged by this Article.**

ARTICLE 11 - OVERTIME PAY

- 11.01 All hours worked in excess of eight (8) or ten (10) in a day, (as applicable), or forty (40) regular hours in a week will be paid at the overtime rate of one and one half (1.5) times the employees regular hourly wage rate.**
- 11.02 Unplanned overtime may be required in instances such as unexpected increases in volume, absenteeism, and when unavoidable or unplanned issues arise, in these cases, employees who are then at work and who normally perform the function(s) in question will be required to stay until the work is completed.**
- 11.03 Planned overtime is known to be required in advance. The Company will post a sign-up sheet for employees to indicate their willingness to accept additional hours by shift. If insufficient employees volunteer, the Company will designate in reverse order of seniority a sufficient number of employees to complete the work.**
- 11.04 An employee who is working on a regular shift in a posted position will not be displaced by an employee working on overtime.**

ARTICLE 12 - HOURS AND SCHEDULES OF WORK

- 12.01 The regular work week shall consist of five (5) consecutive days of eight (8) consecutive hours worked or four (4) days of ten (10) consecutive hours worked, with at least two (2) of the days off being consecutive. This shall not be construed as a guarantee of any hours of work in a day or work week.**
- 12.02 Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than Friday of the previous week.**

- 12.03** Upon providing at least two weeks' notice to employees and the Union, the Company may alter the regular start times. Emergency situations (power failure, Acts of God, fire, computer breakdown and the like), may require a temporary change to start times and in this case the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.
- 12.04** Employees will receive an unpaid thirty (30) minute meal period which shall be scheduled, consistent with production requirements, in the middle of an employee's shift.
- 12.05** Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours in length will receive a third, paid fifteen (15) minute rest period.
- 12.06** An employee who reports to work without having been notified not to do so, shall receive a minimum of four (4) consecutive hours of work or pay in lieu thereof.
- 12.07** Employees called back to work after they have left the distribution center, will receive a minimum of four (4) hours of work, at overtime rates if applicable, or pay in lieu thereof.

ARTICLE 13 – FILLING VACANCIES

- 13.01** In all situations addressed in this Article, the Company retains the right to determine the size of the work force and, as such, retains the ability to determine whether a vacancy occurs and may be filled or posted, as applicable. In the event of an assignment or posting, provided the skill, experience, ability and qualifications to perform the job in a satisfactory manner are present, as determined by the Company seniority shall be the determining factor.
- 13.02** Temporary absences of six (6) weeks or less in duration that are to be reassigned will be filled within the shift where the vacancy occurs.
- 13.03** Temporary absences that are expected to be longer than six (6) weeks in duration that are to be reassigned will be posted on the employee bulletin board for five (5) working days and filled by overall seniority. While on a temporary posting, an employee is not eligible to apply for another temporary posting.
- 13.04** Permanent vacancies or new positions that are to be assigned will be posted (6) weeks in duration that are to be reassigned will be posted on the employee bulletin board for five (5) working days and filled by overall seniority.

ARTICLE 14 - PAY DAY

- 14.01** The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00am on Sunday and ending with the last shift beginning prior to 11:59pm on Saturday. The work day for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.
- 14.02** The Company will pay all employees on a bi-weekly basis through direct deposit.

ARTICLE 15 - HOLIDAY WITH PAY PLAN

- 15.01** A seniority employee shall be entitled to the following public holidays with pay.

New Years Day	Good Friday	Victoria Day
Canada Day	New Brunswick Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

- 15.02** If another statutory holiday is declared by the province, the Company agrees to recognize the holiday.
- 15.03** Where a public holiday falls on a non-working day for an employee or in the employee's vacation, the Employer shall pay the employee his regular wages for the public holiday.
- 15.04** Holiday pay will be computed on the basis of eight (8) or ten (10) hours, as applicable, at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid time and one-half (1.5) their regular hourly rate of pay for all hours worked plus their holiday pay.
- 15.05** To be eligible for holiday pay an employee must work his entire scheduled shift before and his entire scheduled shift after the holiday, unless there is a satisfactory reason for the absence.
- 15.06** An employee, who has been scheduled to work on a holiday and then fails to report for and perform the work without satisfactory reason, shall not receive pay for the holiday.
- 15.07** The Company will post a notice announcing available work on a designated holiday seven (7) days in advance of the holiday, as operationally feasible.
- 15.08** Paid holiday hours are considered time worked for overtime purposes.

ARTICLE 16 - VACATION WITH PAY PLAN

16.01 On January 01 of each year each employee will be entitled to an annual vacation with pay in accordance with the following schedule. Vacations will be scheduled consistent with the operational needs of the Company.

- 1. Employees' with six (6) months but less than one (1) year seniority will receive one (1) week of vacation with forty (40) hours of pay at their regular hourly rate.**
- 2. Employees' with one (1) year but less than five (5) years' seniority, two (2) weeks' vacation with eighty (80) hours of pay at their regular hourly rate.**
- 3. Employees' with five (5) years' seniority but less than ten (10) years' seniority, three (3) weeks' vacation with one hundred twenty (120) hours of pay at their regular hourly rate.**
- 4. Employees' with more than ten (10) years' seniority, four (4) weeks' vacation with one hundred sixty (160) hours of pay at their regular hourly rate. .**

16.02 Employees' vacation entitlement shall be based on their seniority as of December 31 of each year.

ARTICLE 17 - VACATION SCHEDULING

17.01 The vacation period will extend from January 1st to December 31st of each year. The Company reserves the right to limit and/or restrict the number of employee taking vacation during peak business periods to meet the demands of the operations.

- (a) The Company will post a general announcement on November 1st asking employees to determine their vacation preference, if any, for the following year. Vacations must be booked in increments of four or five days (one work week), as applicable.**
- (b) During the first two full weeks of November, commencing with the first Sunday in November, employees will be canvassed by seniority regarding their prime vacation preference. Those employees who have a preference must so state at the time that they are canvassed by the Company. It is understood that all submissions are deemed requests and that the Company reserves the right to maintain an adequately skilled workforce at all times.**
- (c) The vacation schedules will be finalized and posted by December 15th.**
- (d) Those employees who are going to be absent at the time of the canvassing must ensure that their preference if any is submitted in writing to the Company prior to the weeks of canvassing.**

- (e) Seniority in each shift concerned will be the determining factor in preference on the vacation schedule.**

- 17.02 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee at the beginning of his vacation on the regular pay day prior to the beginning of his vacation.**

- 17.03 Employees who are terminated for just cause shall be paid any outstanding vacation pay in accordance with the Employment Standards Act of the province of New Brunswick.**

ARTICLE 18 - BEREAVEMENT LEAVE

- 18.01** If there is a death in a seniority employee's immediate family, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee's spouse, parent, grandparent, siblings, child, grandchild, parent of spouse, son-in-law and daughter-in-law.
- 18.02** In addition, a seniority employee shall receive compensation. In the event of the death of the employee's spouse, parent, child, sibling or grandchild, the employee will receive up to thirty-two (32) hours of paid time off at his regular hourly rate. If the death involves another member of the employee's immediate family, the employee will receive up to twenty-four (24) hours of paid time off at his regular hourly rate.
- 18.03** Reasonable evidence of the death may be required by the Company before payment is authorized.

ARTICLE 19 - JURY DUTY LEAVE

- 19.01** The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, or as a summoned/subpoenaed witness in a court proceeding, to an amount equal to eight (8) or ten (10) hours pay, as applicable, at the employee's regular hourly wage rate.
- 19.02** To qualify for jury duty pay, an employee must notify the Company as soon as possible and will be required to present evidence of time spent and payment received while on jury duty. An employee will be expected to return to work if called and not kept or if released with at least four (4) hours of the shift remaining for jury duty falling on a regularly scheduled work day.

ARTICLE 20 - LEAVE OF ABSENCE

- 20.01** Upon written application, a leave of absence of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons. The Company will advise the employee of its answer within seven (7) days.
- 20.02** Any employee of the Company [maximum of one (1) employee] elected or appointed to a full-time position in or temporarily assigned to the Local Union or National Union, will be granted a leave of absence without pay by the Company, for a period of up to twelve (12) months.
- 20.03** The Company agrees to grant the necessary time off without pay or loss of seniority, to any employee designated by the Union to attend to official Union business. The Union will provide at least fourteen (14) days written notice to the Company. There shall be no disruption of the Company's operations because of a lack of available employees.

20.04 Employees who are granted leave pursuant to this Article will continue to accrue seniority. Benefits will continue until the end of the month following the month in which the leave began.

ARTICLE 21 - FAMILY MEDICAL LEAVE

21.01 The Company will comply with all applicable provincial laws which address an employee's right to request or obtain a maternity, parental or adoption, family medical leave of absence or any other leave mandated by provincial law.

ARTICLE 22 - GROUP RETIREMENT SAVINGS PLAN

22.01 All employees are eligible to be enrolled in the Company Group Retirement Savings Plan according to the terms of the plan which shall be continued for the life of the Agreement.

22.02 The Plan provides for a matching employee/employer contribution up to a maximum of 3%.

ARTICLE 23 - BENEFIT PLAN

23.01 Full-time employees will be covered by the terms and conditions of the Company benefits plan as amended by the Company from time to time.

23.02 Attached and forming part of this Agreement is Appendix 'B' setting out the details of the Benefit Plan.

ARTICLE 24 – BOOT AND CLOTHING ALLOWANCE

24.01 The Company will provide probationary employees with a jacket or freezer suit. This clothing is the property of the Company. Probationary employees will be responsible for CSA approved footwear.

24.02 The Company will provide, to employees who have completed their probationary period, a form detailing clothing and safety boot options. Employees will have the option of choosing items from this list. The Company will pay for items selected from this schedule up to a maximum of \$300 per anniversary year. Employees may elect to purchase items in excess of three hundred dollars (\$300) at their own expense.

24.03 The safety boots must comply with CSA Green Tab rating or an equivalent standard established by CSA.

- 24.04 Employees will be responsible for the cleanliness and condition of their clothing and will be required to wear the appropriate clothing, including safety footwear, when reporting for work.**

ARTICLE 25 - INJURY ON THE JOB

- 25.01 Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.**

ARTICLE 26 - ACCOMMODATION

- 26.01 If an employee becomes physically disabled as the result of a workplace injury or illness and is unable to continue his job, with or without modifications, every reasonable attempt will be made to place the employee in a vacant position. It is also the intention of both parties to assist the employee to return to his regular job, wherever possible, and employees are expected to work towards this objective, consistent with their functional abilities.**
- 26.02 The search for suitable work will be conducted in the following order: within the classification and shift that the employee held at the time of injury; within other classifications and on the same shift; on alternate shifts.**
- 26.03 In an effort to accommodate a disabled employee, when suitable work is not found using the above procedure, exceptions to the seniority provisions of the Collective Agreement may be made upon mutual agreement of the parties.**

ARTICLE 27 - HEALTH & SAFETY

- 27.01 The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and its Regulations and will continue to co-operate in the prevention of accidents and promotion of health and safety.**
- 27.02 The Joint Health and Safety Committee (JHSC) will have a total of four (4) members, two (2) representing the Union, and two (2) representing the Company. Each member of the Joint Health and Safety Committee (JHSC) shall be certified and a co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by the Workers Health and Safety Centre.**

- 27.03** The Joint Health and Safety Committee shall meet during regular working hours at least once each month or, where meetings are required as a result of an emergency or other special circumstance. The Committee shall function in accordance with all applicable Health and Safety legislation and shall actively promote co-operative efforts of continuously improving the health and safety of all employees of the Company. Matters relating to ergonomics shall also be considered for resolution through the JHSC. The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the members of the JHSC.
- 27.04** Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.
- 27.05** Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident. .
- 27.06** The Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee to ensure that a job is performed safely and properly. These shall be maintained and replaced, where necessary, at the Company's expense. Employees agree to keep all Company-issued clothing and devices in good repair and shall immediately report all equipment defects to their supervisor.
- 27.07** Upon advance notice, Union health and safety staff or Union consultants shall be provided access to the workplace and to attend meetings of the Committee or Union Committee or for inspecting, investigating or monitoring the workplace. The Company agrees to recognize a methods and standards representative who shall be appointed by the National Staff Representative, for the purpose of meetings with management to review employee concerns related to individual standards performance.

The Company agrees that in the exercise of its right to establish and monitor reasonable standards of performance, every effort will be made to ensure that employees work safely within these standards. Employee's shall not be required or allowed to work on any job or operate any piece of equipment until they have received proper, training and instruction.

- 27.08** To ensure that a job is performed safely and properly, the Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee. These shall be maintained and replaced, where necessary, at the Company's expense. Employees shall immediately report all equipment defects to his supervisor.

ARTICLE 28 - STRIKES AND LOCKOUTS

28.01 In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes, walkouts, pickets, boycotts, stoppages of work or lockouts during the life of this Agreement. The words, "strikes" and "lockouts" as used are agreed to have the meaning as defined in the Industrial Relations Act of the Province of New Brunswick.

ARTICLE 29 - ADMINISTRATION OF DISCIPLINE

29.01 No seniority employee shall be disciplined, suspended or discharged except for just cause.

29.02 An employee will be accompanied by a Union Representative when called to a meeting or when interviewed in the course of any disciplinary investigation or proceeding.

29.03 In addition to the aforementioned provisions, when the Company intends to suspend or discharge an employee the Company will;

- (i)** Prior to any disciplinary interview, the Company will notify the employee and the Union Representative of the allegation being made.
- (ii)** Any notice of suspension or discharge will include reasons for the Company's decision. A copy of this notice will be provided to the appropriate Union Representative.
- (iii)** The Company will issue discipline within seven (7) days from the date the alleged infraction became known or ought to have become known to the Company. If an employee is absent, the Company may satisfy its obligation under this section by giving the disciplinary notice to the Union Chairperson or designate.
- (iv)** The parties may, in writing, extend time limits by mutual consent.

29.04 Disciplinary action shall remain on an employee's record for a period of twelve (12) months from the date it was imposed. When determining whether twelve (12) months have passed, the time will be measured from the date of the last imposition of discipline. After this time it will be removed. When this has occurred, the removed discipline will not be used to support further discipline.

ARTICLE 30 – UNION REPRESENTATION

30.01 The Union shall elect or otherwise appoint, and the Company shall recognize two (2) Union Stewards, one being the Union Chairperson and an alternate. The allocation and jurisdiction of these Union Representatives shall be the responsibility of CAW Local 4005.

- 30.02** The above noted Union Representatives shall be full-time employees with seniority.
- 30.03** Union Representatives will be permitted to leave their regular duties during working hours, without loss of pay or benefits, in order to conduct Union business. However, no Union Representative employed by the Company shall be permitted to leave his regular duties to attend to Union business without the permission of his supervisor. This permission will not be unreasonably withheld.
- 30.04** The Company shall recognize the Negotiating Committee which shall be comprised of the Chairperson, a Union Steward, the President of CAW Local 4005 or his designate and a National Union representative. The Chairperson and Steward shall be compensated for one-half the time lost from work in the negotiation for the renewal of the Collective Agreement. In addition they shall be paid their regular wages for eight (8) hours for the purpose of preparing for negotiations.
- 30.05** No employee or group of employees shall undertake to represent the Union at meetings with the Company without the proper authorization of the Union. The Union shall furnish the Company with a list of Union Representatives.
- 30.07** The Company upon advanced proper notification shall grant the President of the Local and National Representatives and/or other authorized representatives of the Union access to the facility providing these representatives shall not interfere with the operations of the facility.
- 30.08** Union representation shall be increased if another shift of ten (10) or more employees is added.

ARTICLE 31 - UNION BULLETIN BOARDS

- 31.01** The Union will have the use of a locking bulletin board in the facility for the posting of Union notices. The notices will announce Union meetings, election nominations and results, and social events. Prior to posting, notices must be approved by the Company.

ARTICLE 32 - MISCELLANEOUS

- 32.01** When the term days are used in this Agreement, it will mean calendar days.
- 32.02** Those persons excluded from the bargaining unit will not perform work which is normally performed by employees in the bargaining unit except when regular employees are not available due to being late or absent from work, or for training, experimental and emergency purposes. These exceptions shall not be used to displace or reduce the hours of work or pay for any employee.

- 32.03 Employees shall promptly report to the Company any loss or damage to merchandise, property or equipment or shortage of merchandise.
- 32.04 The Company agrees to pay five hundred dollars (\$500) a year into the CAW Social Justice Fund and twelve hundred dollars (\$1200) a year into the CAW Paid Education Leave Program.
- 32.05 Attached and forming part of this Agreement is Appendix 'C' – Letters of Understanding.

ARTICLE 33 – DURATION OF AGREEMENT

- 33.01 This Agreement shall be effective from the 22nd day of February 2010 to and including the 28th day of February 2013. Either party shall be entitled to give notice in writing to the other party as provided in the New Brunswick Industrial Relations Act of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agree upon.
- 33.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of 28th day of February, 2013, for any stated period acceptable to the parties and in accordance with the New Brunswick Industrial Relations Act.

RESULTS 360, MONCTON:

Kelvin C. Berens

Roy Cowan

**CANADIAN AUTO WORKERS
AND IT'S LOCAL 4005**

Warren Hutt

Les Holloway

Shane Wark

Appendix 'A'

Classifications: Lift Truck Operators, Selector, Loader

Length of Employment	February _22_, 2010	February _22_, 2011	February _22_, 2012
Start	\$12.00	\$12.25	\$12.50
Six (6) months	\$13.00	\$13.25	\$13.50
One (1) year	\$14.00	\$14.25	\$14.50
Two (2) years	\$15.00	\$15.25	\$15.50
Three (3) years	\$16.00	\$16.25	\$16.50
Four (4) years	X	\$17.25	\$17.50
Five (5) years or more	X	X	\$18.50

Appendix 'B'

Benefit Plan

All seniority employees will be enrolled in the Company Health Care Plan and this plan shall be continued for the life of the Agreement. Modifications to the plan may only be made by the mutual agreement of the parties.

Health Care Plan Summary

Eligible upon completion of the probationary period, with employee monthly co-pay of \$10 single, \$20 family.

Life Insurance

Basic Life: One times annual earnings, reduced by 50% at age 65.
Termination: at age 70 or at retirement
Overall Maximum: \$100,000.00

Accidental Death and Dismemberment

Basic AD&D: One times annual earnings, reduced by 50% at age 65 (same as Life Insurance coverage)

Long Term Disability (Plan E/ F and G)

Benefit Rate: 66.67% of first \$2250 of monthly earning, plus 50% of next \$3500, 40% of remainder, to a maximum of \$5000.
Waiting Period: 120 Days
Maximum Benefit Period: to age 65.
Premium Costs: employee paid
Termination: at age 65.
Benefit payments are non-taxable.

Extended Health

Nil deductible
100% co-insurance
Hospital: semi-private
Home Nursing care: \$10,000 per calendar year
Hearing Aids: \$500 per five calendar years
Custom fitted Orthopedic shoes and/or Orthotics: \$300 every 12 months (combined maximum)
Emergency Out of Country Medical Expenses
Global Medical Assistance
Best Doctor Service

Prescription Drugs

Co-payment 100% reimbursement

Deductible is equal to the dispensing fee

Vision Care

Basic Benefit: \$200 every 24 months

Eligible after one year of employment

Dental Coverage

Nil Deductible

Annual Maximum: \$1000

Basic: 80% for basic and 100% for Accidental Injury Coverage

Fee Guide: current

Recall exams once every nine (9) months

Appendix 'C' – Letters of Understanding

Letter of Understanding – Retention Wage Rates

The parties to the Collective Agreement, agree, that employees hired prior to May 01, 2010 shall be paid at the "Two Year" wage rate, and shall then progress in accordance with Schedule "A". Employees hired on or after May 01, 2010 shall be paid at the applicable start rate and shall then progress in accordance with Schedule "A".

Letters of Understanding – Minute of Silence (Remembrance Day)

The Company agrees to allow employees one (1) minute of silence at 11:00am on November 11th of each year in remembrance of the men and women who served and continue to serve our country in times of war, conflict and peace.

I agree with the contents of this letter.

Kelvin C. Berens

Kelvin C. Berens

Authorized for Results 360 Moncton Logistics, Inc.

Shane Wark

Shane Wark

Authorized for CAW

Dated: Feb 22, 2010