

ARTICLES OF AGREEMENT

BETWEEN

GENERAL COACH – a division of CITAIR, INC., OLIVER BC

AND

INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA LOCAL I-423

The agreement effective October 17, 2003 to October 16, 2008

BY AND BETWEEN: GENERAL COACH, a division of CITAIR, INC., OLIVER BC

(Hereinafter known as the “Employer”)

AND: INDUSTRIAL WOOD AND ALLIED WORKERS OF CANADA LOCAL I-423

(Hereinafter known as the “Union”)

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APPENDIX "A"

ARTICLE 1: OBJECT:

- 1:01** The object of this agreement is to promote the industry, elevate the trade, promote peace and harmony between the employer and employees, facilitate the peaceful adjustment of all disputes and grievances, prevent strikes and lockouts and to avoid unnecessary waste of time and expense in the settlement of disputes connected with the industry. During the term of this Agreement, the Employer agrees that there shall be no lock-out and the Union agrees that there shall be no strike.
- 1:02** In this Agreement, unless the context otherwise requires, words importing a male person shall include a female person.

ARTICLE 2: BARGAINING AGENCY:

- 2:01** The employer recognizes the Union as the sole collective bargaining agency for all the employees and classifications coming within the scope of this agreement, and for whom the Union has been certified by the Labour Relations Board of the Province of British Columbia, including all production employees, but excluding office/clerical employees, managerial and technical employees, including inspectors, guards, servicemen, haulaway drivers and all supervisors.
- 2 :02** Persons whose regular jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for purposes of instruction, experimenting or in emergencies.

ARTICLE 3: MANAGEMENT RIGHTS:

- 3: 01** The Union recognizes the right of the Employer to operate and manage it's business in all respects in accordance with it's commitments and responsibilities and that the locations of operations, schedules, processes, methods, and means of dealing with products, materials, and equipment, the right and responsibility to determine, establish, maintain and enforce reasonable standards of production and standards of quality is fully recognized and are solely the responsibility of the Employer.
- 3: 02** The Management and the operation of and the direction of the working forces, including, but not limited to, hire, transfer and promotion within the terms of this Agreement, discipline and discharge for proper and just cause; relief of employees from duties because of lack of work and enforcement of reasonable rules and regulations, is vested exclusively in the management. Any claim of violation of this Agreement shall be subject to the grievance procedures.

ARTICLE 4: WORKING FORCE:

4:01 All of the terms and conditions of this Agreement will apply equally to all employees without discrimination as to sex, colour, age, religion, race, national origin or the physically handicapped, and an employee's recourse for any violation of this article shall be through the grievance procedure as set out in Article 20.

ARTICLE 5: UNION SECURITY:

5:01 All employees shall, within thirty (30) calendar days after the execution of this Agreement, or thirty (30) calendar days after entering employment, whichever date last occurs, become members of the IWA.

5:02 Any employee who fails to maintain membership in the Union as prescribed herein solely by reason of refusal to pay dues, initiation fees, and assessments shall be subject to discharge after seven (7) days written notice to the Employer of said employee's refusal to maintain his membership. No employee shall be subject to any penalties against his/her application for membership or reinstatement in the Union, except as may be provided for in the IWA – Canada Constitution and in accordance with the By-Laws of IWA-Canada, Local I-423.

5:03 Shop Stewards will be recognized and shall not be discriminated against. The General Manager or his representative shall be notified by the Union of the name or names of such Shop Stewards and their Chief Shop Steward, and until such notification, the Employer shall not be required to recognize them.

5:04 The Union shall elect Shop Stewards on the basis of one Steward for each twenty-eight (28) employees or fraction thereof on each shift. The Union will name a Chief Shop Steward on each shift from among such Stewards so named.

5:05 Union Business Representatives shall have access to all shops covered by this Agreement in the carrying out their regular duties, after obtaining permission from the General Manager or Production Superintendent or designated alternate; however, in no way will they interfere with the employees during working hours, unless permission is granted. The Union Business Representative may also consult with the Shop Stewards at any time during working hours, after obtaining permission from the General Manager or Production Superintendent or designated alternate, such permission is not to be unreasonably withheld.

5:06 The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and the name of the Shop Steward in his work area.

- 5:07** There shall be no Union activity engaged in by any person within the plant or workings of the Employer except as expressly provided in this agreement. The foregoing does not preclude casual discussion of Union affairs which does not interfere with normal duties.
- 5:08** At the time of hiring of new employees, the employer agrees to inform such employees in writing that they have to register with the Union within two (2) weeks of start date.

ARTICLE 6: DUES CHECK OFF:

- 6:01** The employer shall require all new employees at the time of hiring to execute the Union's required assignment of wages in duplicate, the forms to be supplied by the Union. Union initiation fees, monthly Union dues and assessments legally levied and in the amount communicated to the employer from time to time will be deducted.
- 6:02** The assignment referred to in article 6:01 in the case of employees already members of the IWA shall be effective immediately and for those employees not previously a member of the IWA it shall become effective thirty (30) calendar days from the date of execution.
- 6:03** Union dues deductions shall be made from the first earned pay period in each calendar month, providing the employee has credit for not less than four (4) full days pay.
- 6:04** If deduction has not been made from any employee for any reason, deduction for that month shall be made from a subsequent pay cheque and forwarded with the next remittance.
- 6:05** The Employer shall remit to the financial secretary of the Union, no later than the tenth (10th) day of the month following, initiation fees, union dues, and assessments legally levied. The remittance shall include a list of the employees, showing their respective deductions, new employees, terminations, those on compensation.
- 6:06** The Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with this Article.

ARTICLE 7: HOURS OF WORK AND OVERTIME:

- 7:01** A normal work day shall be eight (8) hours between 7:00 a.m. and 3:30 p.m. Monday through Friday, but excepting statutory holidays or days observed as such with a thirty-five minute (35) lunch break at mid-shift.

- 7:02** This article shall not be construed to be a guarantee of any number of hours of work per day or per week.
- 7:03** Time and one-half an employee's regular straight time hourly rate shall be paid for all time worked in excess of eight (8) hours in a day. Employees reporting late for work and working overtime shall receive overtime rates of pay after they have completed eight (8) hours of work on that day.
- 7:04** One and one-half times an employee's regular straight time hourly rate shall be paid for work on Saturdays. Two times an employee's regular straight time hourly rate shall be paid for work on Sunday or Statutory holidays and for all hours worked in excess of ten(10) each day and forty-eight (48) each work week.
- 7:05** There will be no pyramiding of premium pay.
- 7:06** Overtime work when required shall be first offered to the employee who is doing the actual job where the overtime is required. If this employee declines, then the overtime will be offered to the employees in that area of work based on seniority provided the employee can do the work required without supervision in the opinion of the area supervisor. If more employees are needed to work overtime, it shall be offered based on plant wide seniority provided the employee can do the work required without supervision in the opinion of the area supervisor. Such overtime work will be voluntary and no employee will be discriminated against for refusal to work overtime. Notice of such overtime shall be given prior to the afternoon rest period or sooner where possible. The Union agrees that it will not discourage the employees from working overtime. For the purpose of this article, the areas of work are defined as Campers Group A, Support A, Floors, Group B, Support B, Group C, Support C, and Indirect as set out on the attached Appendix 'A'.
- 7:07** Each shift worker who is regularly scheduled to work and actually works any portion of the second shift or the third shift shall receive a differential of thirty-five cents (35 cents) per hour for all hours worked during that shift in addition to his regular hourly base rate of pay.
- 7:08** A normal afternoon shift would begin on or after 3:30 p.m. A normal night shift would begin on or after 12:00 midnight.

ARTICLE 8: PAYMENT OF WAGES:

- 8:01** The Employer shall, each Friday, pay to its employees all wages and salaries due to them up to a day not more than five (5) working days prior to the date

of payment. Each pay cheque will include all earnings and other allowances for that pay period and shall include an itemized statement indicating hours worked at straight time and overtime rates, rate of pay and individual deductions. Payment is to be on the job during working hours. Further, if a statutory holiday shall fall on a Friday, payday will be on the Thursday prior to that Friday.

- 8:02** Employees shall be given all wages and statements as necessary at time of Company termination. When an employee voluntarily terminates his employment, or is laid off, his wages and statements shall be paid or mailed at a time mutually agreed to between the Union and the Employer, but not later than the following pay day. Except vacation pay which can be paid at the time of the lay-off or pursuant to Article 11:04 depending upon the employee's written request.

ARTICLE 9: LEAVE OF ABSENCE:

- 9:01** An employee who is ill and notified the Employer, and whose claim of illness is supported by reasonable evidence satisfactory to the employer, shall be granted sick leave without loss of seniority and without pay.

A leave may be granted without pay to one employee at a time for the purpose of taking advanced education course(s); provided that the employee receives no income for attending such course(s); and provided that proof of registration in the course(s) will be given to the Employer; no such leave will exceed eight (8) months. Such leaves must be related to the enhancement of skills that are required in the manufacture of recreation vehicles or for the obtaining of high school equivalency or for attending vocational school, college or university.

- 9:02** Leave of absence without pay, may be granted to employees without loss of seniority, when such leave would not, in the opinion of the Employer, impair production. The Employer will not be obligated during such leaves of absence to pay fringe benefits as covered by this agreement. No such leave shall be granted for the purpose of enabling any employee to engage in another income producing job.
- 9:03** If an employee falsifies his reason for leave of absence, fails to return to work at the expiration of this leave of absence or was engaged in another income producing job during the leave of absence, the employee will be automatically dismissed, and in such event it is agreed that such conduct would amount to proper and just cause to discharge the employee.
- 9:04** An employee on leave of absence for specified reasons desiring to remain on leave of absence for reasons other than those originally specified, shall

make new application for further leave of absence under the terms of this Article, failing which he shall be considered as having terminated his employment with the Employer.

- 9:05** Union Officers and delegates will be granted leave of absence, without pay, for the purpose of attending Union conventions or participating in negotiations with the Employer, provided a request for such leave is officially made by the Union.
- 9:06** All leaves of absence will be in writing, stating the period of such leave and any other terms or conditions under which the leave of absence was granted, a copy of which will be furnished to the Chief Steward. Requests for leaves of absence must be made no later than ten (10) working days in advance of the desired commencement date of the leave of absence. The Employer agrees to reply to all requests for leaves in writing within five (5) working days, except in cases of emergency and replies that are requested on short notice, unless the General Manager is absent and then within five (5) days, of his return to the office, it being understood that the Employer will under such circumstances reply to such request within the five (5) day period. Failure on the part of the Employer to reply within the stated time limits will indicate acceptance and the granting of a request for leave.
- 9:07** (1) An employee's request for Maternity Leave shall be submitted in writing to the Employer with medical documentation by her attending physician stating the expected date of her maternity confinement. Such leave shall not exceed six (6) months after birth of the child but may be renewed upon application to the Employer.
- (2) An employee will be allowed to take leave without pay and without loss of seniority commencing at least eleven (11) weeks prior to the expected day of confinement.
- (3) An employee shall not be permitted to return to duty until at least six (6) weeks after birth of the child.
- (4) In the case of incomplete pregnancy, an application for return to duty may be considered by the Employer earlier than specified in paragraph 3 above, provided the employee supplied medical documentation from her attending physician.
- (5) Maternity leave may commence at any time before the date specified in subsection (2), where an employee is unable to meet the normal requirements of the position.
- (6) Leave may be granted for the adoption of children appropriate to the individual circumstance.

(7) Paternity leave will be granted to employees without pay to a maximum of five (5) working days subject to the provision of a physician certifying the date of birth of the employee's child.

9:08 Subject to Article 9:02, the Employer agrees it will endeavor to maintain a consistent policy in granting of leaves of absence when the granting of such leave would not impair production.

ARTICLE 10: SENIORITY:

10:01 The Employer recognizes the principle of plant wide seniority after sixty three (63) days actually worked including two (2) statutory holidays; with seniority defined as the length of service of any employee commencing with their first date of hire with the Employer.

10:02 Probationary Period: Notwithstanding anything to the contrary in this Agreement, all employees will be on probation for the first sixty-three (63) days actually worked including two (2) statutory holidays, during which time they shall have no seniority rights. Upon completion of the sixty-third (63rd) day such employees shall be entitled to seniority commencing with their first day of hire with the Employer.

10:03 It is agreed that seniority during lay-off or leave of absence will be retained on the following basis:

(a) Employees on lay-off or leave of absence shall retain their seniority for a period equal to their seniority but shall not exceed twenty four (24) months.

(b) Employees on leave of absence in order to work for the Union on a full time basis will retain their existing seniority at time of lay-off for a period of two (2) years. The provisions of this paragraph will apply to no more than one (1) employee at any time. Such period may be extended by the employer upon written request from the Union.

10:04 Loss of Seniority and Employment: an employee will lose his seniority and employment in the following events :

(a) He is discharged for cause, as it concerns the application of the terms of this Agreement, and not reinstated.

(b) He resigns his employment.

(c) He is absent from work for more than three (3) consecutive days without having notified the Employer unless his excuse is acceptable to the Employer.

(d) He fails to return to work at the expiration of a leave of absence unless his excuse is acceptable to the Employer.

(e) He fails to return to work within five (5) working days from the date his recall was effective after a lay-off unless the employee, employer and union unanimously agree otherwise. Notice of recall will be given firstly by telephone, and if unsuccessful, verbally to a Shop Steward, and by notice in writing to the employee's last known address. Written notice of recall will be mailed on the second business day prior to the effective date of recall provided the effective date of recall is known. It is the employee's responsibility to keep the Employer informed of any change in their address and telephone number.

10:05 (a) In the event of reduction of work forces other than for the reasons set out in subparagraphs (b) and (c), the last person hired shall be the first released and recall shall be in the reverse order, provided the employee has the ability to perform the work available.

(b) In the event that the Employer wishes to run out the line or fill the line, the Employer may make temporary lay-offs for a period not to exceed five (5) working days or such longer period as the Union and the Employer agree to. The Union agrees that it will use its best efforts to accommodate the Employer's concerns in this regard. In such case, selection of employees to be retained and scheduling of work will be done by the Employer in the manner best judged by it to expedite the work and return to normal operations as early as possible. The Employer agrees that the purpose of this provision is to minimize lay-offs and that it will be used solely for that purpose.

(c) In the event of shortage of materials, breakdown or technological change, plant lay-out change or equipment change or an unforeseen emergency, the Employer may make temporary lay-offs for a period not to exceed five (5) working days or such longer period as the Union and Employer agree to. The Union agrees that it will use its best efforts to accommodate the Employer's concerns in this regard. Selection of employees to be retained and scheduling of work will be done by the Employer in the manner best judged by it to expedite the work and the return to normal operations as early as possible. The Employer agrees that the purpose of this provision is to minimize lay-offs and that it will be solely used for that purpose.

10:06 The Employer agrees to post on the bulleting boards all opportunities for promotion to higher paid classifications. Such postings will remain posted for three (3) consecutive work days following which written applications will be considered on the basis of seniority and ability to perform the duties required. The Employer will interview individually each applicant for jobs posted and will inform all applicants as to whom the job was awarded. Employees accepted for such vacancies and found unsuitable will be

returned to their previous classification. If within ten (10) days from promotion the employee requests to be returned to his previous classification, such request will be granted. Upon completion of thirty (30) calendar days, such employees will be deemed qualified and will not be demoted without just cause.

- 10:07** Except where Article 10:05 (b) and (c) are applicable and due to temporary lay-offs and causes beyond the Employer's control, the Employer agrees to provide the Chief Steward with a list twenty-four (24) hours in advance of any lay-off or recall of employees and agrees to allow the Chief Steward upon receipt of the list up to one (1) hour to peruse the list.
- 10:08** In the event of a permanent plant closure the employer shall advise the Union and all employees terminated by giving notice including all notice under the Employment Standards Act.
- 10:09** Seniority Security: In the event of a transfer of the Company operations (relocation, amalgamation) to other premises, a meeting of management and the Union shall be convened to resolve employee transfer opportunities.
- 10:10** The Employer shall provide the Union with a current seniority list every month and updated upon reasonable request by the Chief Shop Steward.
- 10:11** In the event an employee desires a lateral transfer, the employee shall make written request to the Employer. The Employer will notify each employee within ten (10) days as to the status of the employees request. In the event that such request is not granted, it shall be retained on file for consideration in the event new employees are required in the requested work category. An employee shall be limited to one (1) request for transfer in each quarter year.
- 10:12** Lateral transfers requested for medical reasons shall be discussed between the Employer, the Employee and the Chief Shop Steward or the Business Representative. It is understood, however, that the Employer retains the right to make final judgement on such request.
- 10:13** The Employer agrees to post a notice for employees to identify training opportunities that they are interested in. If the Employer determines that a training opportunity exists, employees who have expressed interest will be considered for such opportunity. The decision to give any training opportunity to an employee is the Employer's absolutely, but will be based on production needs, seniority and the employee's ability to do the work. Nothing in this clause shall be construed as limiting the Employer's right to assign employees to areas of work required for production purposes.

ARTICLE 11: VACATIONS:

11:01 Each employee shall be entitled to an annual vacation and vacation pay calculated in accordance with the employee's seniority as of July 1 of any year.

(a) Employees with less than three (3) years seniority from last date of hire as of July 1 shall be entitled to vacation as required by the Employment Standard Act of British Columbia and any subsequent amendment thereto.

(b) Employees with three (3) years seniority or more from last date of hire as of July 1 shall be entitled to two (2) weeks vacation at five (5%) per cent of their earnings.

(c) Employees with five (5) years seniority but less than ten (10) years seniority from last date of hire as of July 1, shall be entitled to three (3) weeks vacation at seven (7%) per cent of their earnings.

(d) Employees with ten (10) years seniority as of July 1 shall be entitled to three (3) weeks vacation at eight (8%) per cent of their earnings.

(e) Employees with twelve (12) years seniority as of July 1 shall be entitled to four (4) weeks vacation at nine (9%) percent of their earnings.

11:02 In the event the Employer declares a plant-wide vacation by closing the plant down for a specified period, the Employer agrees to give the employees at least sixty (60) days advance notice so that family vacation arrangements can be reasonably planned.

11:03 (a) Where no general shutdown occurs or for those employees entitled to vacation in excess of plant shutdown time, vacations will be taken at a time mutually agreed to between the Employer and the employee, provided that no more than one (1) employee in each section A,B,C, and Indirect and no more than one (1) employee from Support A, B, or C can be absent due to vacation at the same time. Such employees must give the Employer not less than forty-five (45) days notice in writing prior to their vacation. Vacations will be granted in priority to the date of such notice in writing; in the event that two or more employees from the same section apply for the same period of vacation on the same day, senior employees shall be given preference. All vacations not taken by the calendar year end will be forfeited. Employees should not book and prepay vacation destinations before ensuring they have the requested vacation time approved.

11:03 (b) When work is required during the vacation shutdown, a sheet will be posted for each week of the shutdown where employees can indicate their willingness to work the shutdown. Employees will be selected as required based on seniority. Work during shutdown by any employee will be limited to two (2) weeks. Employees must take at least one (1) week of shutdown as

vacation. For employee safety reasons, an exception will be made for First Aid Attendants. A maintenance man, an inspector or PDI individual and an exterior taper will be allowed to work two (2) weeks of the vacation shutdown regardless of their seniority. Before the selection of those employees is made, it will be discussed with the Chief Shop Steward. In the event training courses are conducted during the vacation shutdown, those employees identified for the training may be able to come in a voluntary basis regardless of their seniority.

11:04 For the purpose of computing vacation pay, the period of vacation will be computed from the closest pay period commencing on or about the first day of July in every year to the closest pay period ending on or about June 30 in the year following, and the Employer agrees that it will treat equitably any employee adversely affected in the calculation of the vacation pay pursuant to Article 11:01 as a result of this provision. A statement of vacation pay shall be provided to the employees within eight (8) working days after the cut-off pay period. An employee may elect to have his vacation pay paid in each pay period. However, once an employee opts into this system, he cannot opt out.

ARTICLE 12: STATUTORY HOLIDAYS:

12:01 Each employee who has completed his probationary period shall receive one day's pay at his regular rate as holiday pay for each of the following holidays, or days observed as such, provided he has worked his last regularly scheduled shift before the holiday and his first regularly scheduled shift after the holiday, unless his excuse or absence is acceptable to the management. An employee reporting for work but who does not work his entire shift before or after such holiday will have deducted from his holiday pay the number of hours missed to the nearest one tenth (1/10) of an hour at his regular rate of pay, unless his excuse or absence is acceptable to management.

12:02 (a) The recognized holidays are :

- (1) New Year's Day
- (2) Good Friday
- (3) Easter Monday
- (4) Victoria Day
- (5) Canada Day
- (6) Labour Day
- (7) Thanksgiving Day
- (8) Remembrance Day
- (9) Floating holiday between Christmas and New Year's
- (10) Christmas Day

- (11) Boxing Day
- (12) B.C. Day

Or any other holiday declared by the Federal and/or Provincial Government. All holidays will be observed on the day that they fall, except when one of the above holidays falls on a normal non-working day, then the next following working day(s) will be observed as a holiday.

(b) Statutory holidays to be considered eight (8) hours work for the purpose of overtime.

12:03 All hourly rated employees who qualify for the paid holiday under the conditions set out below shall be paid for the holiday at the regular job rate of pay for their regular work schedule.

12:04 Holiday pay will be paid while on lay-off up to thirty (30) calendar days if otherwise qualified. Such holiday pay shall be paid on the first payday upon return to work provided the employee has returned to work on the Monday of the pay week, and if not, such holiday pay will be paid on the second payday upon return to work. There will be no payment for statutory holidays occurring while on leave of absence or on Workers' Compensation.

ARTICLE 13 : HEALTH AND WELFARE:

13:01 Effective January 01, 2004 the Employer agrees to institute a Health & Welfare plan in accordance with the principles set out as follows:

(a) Basic BC Medical Plan (Care Card) for all employees and families;

(b) Employee life insurance - \$40,000

Dependent life insurance	
Spouse -	\$10,000
Child-	\$ 5,000

(c) Employee Accidental Death, Dismemberment and Specific Loss (Principal Sum)
-an amount equal to Life Insurance;

(d) Extended Health Benefits as per current GWL group plan attached;

(e) Dental Plan as per current GWL plan attached;

(f) Vision Care as per current GWL plan attached;

(g) Global Medical Assistance as per current GWL plan attached;

The Employer will provide full coverage for all employees for a period of three months commencing the first of the month following the date of injury, illness, lay -off or leave of absence. New employees will qualify for coverage under this article commencing on the first of the month following the completion of their probationary period.

ARTICLE 14 : FUNERAL LEAVE:

14:01 When death occurs to a member of the employee's immediate family, the employee at his request, will be granted reasonable necessary time off as a Funeral Leave of Absence to attend the funeral and will be compensated at his regular straight time hourly rate for hours lost from his regular schedule on the day prior to the funeral, the day of the funeral, and the day after the funeral, to a maximum of three (3) days compensation.

In the event the funeral is conducted more than 400 miles by road from Oliver, British Columbia, the employee, at his request, will be granted reasonable necessary time off for the purpose of attending a funeral and will be compensated as above for hours lost from his regular schedule on the two (2) days prior to the funeral, the day of the funeral, and the two (2) days following the funeral, with a maximum of five (5) days compensation. Members of an employee's immediate family shall be limited to the employee's spouse, mother, father, brothers, sisters, sons, daughters, mother-in-law, father-in-law, brothers-in-law, sisters-in-law, grandparents, the spouses grandparents, grandchildren, foster children, step-father and step-mother and step-children. The employer requires proof of the employee's attendance at the funeral and, when requested, evidence satisfactory to the employer being provided by the employee.

14:02 Any employee wishing to apply for funeral leave will complete a form for such purposes prepared by the employer. It is agreed that any employee falsifying his relationship to the deceased and receiving compensation for lost time from work according to Article 14:01 will be automatically dismissed. In such event, it is agreed that such conduct would amount to proper and just cause to discharge the employee.

ARTICLE 15: JURY DUTY:

- 15:01** Any regular employee who is required to perform jury duty will be entitled to reimbursement at the straight-time hourly rate of his regular job, including shift differential, if regularly assigned to a shift other than the day shift, for the hours necessarily lost as a result of serving on the jury; provided, however, that such reimbursement shall not exceed eight (8) hours per day or forty (40) hours per week, less pay received for the jury duty. The employee will be required to furnish a signed statement from a responsible officer of the court as proof of jury service and amount of jury duty pay received.
- 15:02** Employees will be required to report for work if their jury service ends on any day in time to permit at least four (4) hours work in the balance of their regular shift.
- 15:03** The provisions and requirements of the Article 15:01 and 15:02 with respect to Jury Duty will also apply to employees subpoenaed to appear as witnesses in any judicial proceedings within the province of British Columbia.

ARTICLE 16: REPORTING PAY:

- 16:01** In the case of an unscheduled plant shutdown, the Employer shall make every effort to advise all employees of the shutdown. Any employee scheduled to work, and who reports for work, without having been notified not to report to work prior to reporting time shall be paid a minimum of two (2) hours pay at the applicable rate of pay. Where the employee commences work and his work is suspended due to an unscheduled plant shutdown, inclement weather or other reasons beyond the employer's control, the employer shall pay to all employees affected the greater of four (4) hours at the applicable rate of pay or for the hours actually worked prior to such shut down. In order to qualify for such payment, the employee must remain on the job until notified by the production superintendent that he can leave and must accept alternate work if offered.

ARTICLE 17: GENERAL CONDITIONS:

- 17:01** Lunchroom facilities with adequate seating and tables for all employees will be provided and maintained in a clean condition by the Employer as required by the Workplace Act.
- 17:02** Adequate and separate rest room facilities for both male and female employees will be provided in all buildings and maintained in a clean condition by the employer, twice a week.
- 17:03** No employees shall supply any tools on the Employers premises.

17:04 A bulletin board will be supplied at, or near, the time clock and in the lunch room. The Chief Shop Steward will determine material to be placed on the bulletin board, it being understood that material will not defame or malign the Employer or third parties. The Union agrees to present a copy of such material for approval to the general manager's office, prior to time of placement of such material.

17:05 This contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered or changed or amended in any respect except on mutual Agreement set forth in writing and signed by both the Employer and duly authorized and elected signing officers of the Union.

17:06 (a) Except in the case of immediate dismissal or suspension of an employee for just and reasonable cause, the employer agrees that in the application of plant discipline a system of warning slips and progressive discipline will be used. The Chief Shop Steward will be supplied with a copy of all slips issued. The Chief Shop Steward, or an alternative Steward in his absence or at the employee's request, will be called in if it appears an employee is to be disciplined.

Employees who go a clear six (6) months, excluding periods of layoff, without a further warning slip or suspension on their record will have the past warning slips removed from their record except for warning slips issued for safety infractions or for insubordination, which will remain on the employee's record for twelve (12) months of actual work. Notification of the removal will be given on the request of the Chief Steward.

After a decision to discipline an employee has been made, such discipline shall be carried out within two (2) working days or the discipline will be dropped.

(b) When it is determined by the Employer that employees who are not probationary employees and who consistently are not performing to reasonable standards of production and standards of quality as set by the Employer, such employees shall be notified and placed on a job performance evaluation program (the "program"). Progressive discipline shall apply to employees placed on the program as set out below which shall be for sixty (60) calendar days' duration.

Prior to an employee being placed on the program the employee, the Union and the Employer will meet to discuss the employee's shortcomings and what is expected of the employee, to enable the employee to meet reasonable standards of production and quality as set by the Employer. If the employee during the program period fails to meet the reasonable standard

of production and quality he shall be subject to progressive discipline as follows: written warning, suspension and termination for cause.

(c) The employer will review each employee's discipline record every two (2) years to determine the appropriateness of any suspension remaining on the record and the employer may, after such review, in its sole discretion remove from the record any suspension.

17:07 A ten minute rest period will be allowed midway in each half of the shift. If overtime has been scheduled, a ten minute rest period will be allowed between the end of the regular shift and the start of the overtime.

17:08 The employer agrees to provide a pay phone in the lunch room for access in the event of overtime or emergencies. All other pay phone use shall be on the employee's own time. The Company shall not tolerate abuse.

ARTICLE 18: SAFETY AND HEALTH:

18:01 Both parties agree that the Industrial Health and Safety Regulations of the Workers' Compensation Board will be rigidly applied and adhered to in all sections of the plant(s). It shall not be a breach of this Agreement and no employee shall be disciplined or discharged, for failure or refusal to work on a job or in any work place or to operate any equipment under unsafe or unhealthy conditions. Where in such circumstances, the employee does not work, the employee shall not suffer a loss of pay. At the same time, refusal on the part of an employee to abide by Workers' Compensation Regulations or other safety rules after having been warned, will be grounds for dismissal.

18:02 A joint safety and health committee will be established in accordance with the Workers' Compensation Board Regulations, which shall consist of an equal number of representatives of the Employer and of the Union. The Chairman of the Committee shall be elected by the committee. Such committee shall identify potential dangers, institute means of improving the safety and health of employees, including safety and health programs and obtain information from the Employer or other persons respecting the identification of hazards and safety and health experience and work practices and standards elsewhere. The committee shall meet at least once a month or as required based upon immediate safety concerns. Time spent in such meetings is to be considered time worked. Minutes shall be taken of all meetings and copies shall be sent to the Employer and the Union. The Union shall name those members who will act on the committee representing the Union. This committee shall consist of not less than four (4) people in total. The number of the committee will only be increased by mutual agreement between the Employer and the Union. The Maintenance person will a member of the committee as the Safety Co-ordinator and will

have the responsibility of ensuring that all recommendations of the committee that are approved by the Employer are implemented.

18:03 The findings of the committee shall be posted on the Bulletin Board. In the event of accident or injury, such representatives shall be notified immediately and shall investigate and report as soon as possible to the Union and to the Employer on the nature and causes of the accident or injury. Furthermore, such representatives must be notified on the inspection of a Workers' Compensation Board inspector and shall have the right to accompany him on his inspections. Time spent in all such activities shall be considered time worked.

18:04 In case of injury to an employee, which in the opinion of the First Aid Attendant requires medical attention, the Employer shall provide transportation to the doctor, and to the employee's home or to the hospital as deemed necessary. If the employee is sent home or to the hospital by competent medical authority he shall be paid for the balance of his regular shift.

18:05 The Employer shall develop a fire exit plan and post it in the lunchroom and at the time clocks. All current employees are expected to make themselves familiar with the fire exits from the plan. New hires will be made familiar with the plan during their orientation and further by the supervisor in the area where the employee is working.

18:06 All new employees shall be presented with safety and health procedures by a Union Safety and Health Committee member at the time of hire, and also they shall be introduced to the location of the first aid room and introduced to the first aid attendant on that employee's shift.

18:07 The employer shall pay for Fanny Packs for First Aid Attendants. However, if the employee loses the Fanny Pack it is his responsibility to replace it.

ARTICLE 19 : STOCK TAKING:

19:01 When stock taking is required, the employer will select employees to work based on seniority, except that employees, based on seniority, may take a leave of absence without pay to a maximum of 15% of the number of employees actually working at the time provided the number of employees actually working is not less than sixty (60), in which case no leave of absence will be granted. This provision applies only for stock taking. Article 9 has no application to this Article 19:01.

ARTICLE 20 : GRIEVANCE PROCEDURE:

20:01 Where a difference arises between the parties bound by this Agreement relating to the dismissal, discipline, or suspension of an employee, or to the

interpretation, application, administration, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this Agreement, refer the matter to the Board of Arbitration for final conclusive settlement as hereinafter provided.

20:01:1 Stewards shall be allowed to leave their jobs after first notifying his foreman for the purpose of investigating, presenting, handling situations where employees have been disciplined and also to assist in the settling of any grievance. Such privilege shall not be used for anything other than the above. The Employer will co-operate in this respect and make available its representative at mutually agreed times. Grievances will normally be resolved during working time.

20:01:2 No grievance will be entertained by either party unless it is instituted by the aggrieved within thirty (30) calendar days of its occurrence. The above time limit will not apply to claims for wages or other monies caused by clerical or payroll errors.

20:02 The employees involved, with the Shop Steward, will first take up the matter with his foreman or supervisor directly in charge of the work. Should the matter not be resolved within three (3) working days, the matter will be referred within three (3) days as follows:

20:03 Failing resolution in 20:02 the Union Representative and the Employer's Representatives will discuss and, if possible settle the matter.

20:04 Failing resolution in 20:03 above, within three (3) working days, the grievance shall be set out in writing by the grieving party and they shall forthwith confer upon the matter.

20:05 Failing resolution in 20:04 within seven (7) working days or such longer time the parties agree to, the grievance shall be referred to a Board of Arbitration pursuant to option A or, if the parties mutually agree, option B, as follows:

OPTION A: (1) The party desiring arbitration shall appoint a member for the Board and notify the party, in writing, of the appointment and particulars of the matter in dispute.

(2) The party receiving the notice shall within five (5) days thereafter, appoint a member for the Board and notify the other party of the appointment.

(3) The two (2) arbitrators so appointed shall confer to select a third person to be the Chairman, and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Minister of Labour to appoint a third party.

OPTION B: The parties agree that an Arbitration Board of one (1) person is to be appointed by the parties. The parties will agree upon the Arbitrator to determine any issue between the parties. If agreement on an Arbitrator is not concluded within seven (7) days, either party may apply to the Minister of Labour to appoint an Arbitrator.

20:06 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties.

The Board shall deliver its award, in writing, to each of the parties, and the award of a majority of the Board shall be final and binding upon the parties and they shall carry it out forthwith.

20:07 Each party shall pay its own costs and expenses of arbitration, the remuneration and disbursements of its appointed member to the Board, and one-half of the compensation and expenses of the Chairman and stenographic and other expenses of the said Board.

20:08 If a grievance is not submitted or advanced from one step to another within the time limits provided for in this Article, or such longer time as the parties agree to in writing, then the grievance shall be deemed to be abandoned and all rights of recourse pursuant to the grievance procedure shall be at an end.

ARTICLE 21 : SAVINGS CLAUSE:

21:01 Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and such remaining portions shall continue in full force and effect.

21:02 In the event that any clause or section is held invalid, or enforcement of, or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually

satisfactory replacement, they shall submit the dispute to the Grievance Procedure.

ARTICLE 22 : CLASSIFICATIONS AND WAGES:

22:01 The employer shall maintain for the duration of this Agreement, the following rates for the labour classification set forth below :

22:02 New employees shall be paid at a rate of four dollars(\$4.00) per hour less than the rate for his classification provided below until he has completed a period of nine hundred and sixty (960) hours worked and thereafter shall be paid at a rate of three dollars (\$3.00) per hour less than the rate for his classification as provided below until he has completed a period of one thousand nine hundred and twenty (1920) hours worked and thereafter shall be paid at a rate of two dollars (\$2.00) per hour less than the rate for his classification as provided below until he has completed two thousand eight hundred and eighty (2880) hours worked. Upon completion of a period of two thousand eight hundred and eighty (2880) hours worked, the employee shall be paid at the full rate for his classification. For the purpose of this provision, the terms “960 hours worked”, “1920 hours worked” and “2880 hours worked” shall mean and be restricted to actual hours worked.

22:03 The following increases in wages effective on the dates set out below:

	<u>Oct.17/03</u>	<u>Oct.17/04</u>	<u>Oct.17/05</u>	<u>Oct.17/06</u>	<u>Oct.17/07</u>
Production Worker	17.27	17.57	17.88	18.24	18.70
Welder*/Maintenance	17.96	18.27	18.59	18.96	19.43

*Any backup welder will only receive this rate when doing welding, otherwise will receive production worker rate.

22:04 Leadhands shall receive seventy- five cents (75¢) above their classification rate.

A leadhand is one who leads as a work co-ordinator in his assigned area. A Leadhand has no authority to discipline employees. He shall exercise job direction which is relayed to him by his supervisor, and to assist, when required, supervisors in providing technical guidance and information to other employees.

He must be qualified to perform all jobs and provide leadership within his assigned area, as well as have the ability to oversee, direct and teach employees assigned to him in the work methods, quality and productivity required.

He shall demonstrate exemplary attendance, ensure good housekeeping in his area and insist safety rules are followed by reporting unsafe acts and unsafe conditions to his supervisor.

The employer shall have sole authority to designate leadhands and the number of leadhands.

22:05 Seniority Increments : After five (5) years of seniority, each employee shall receive in addition to their classification rate of pay a seniority increment of five cents (5¢) per hour; every year of seniority thereafter, each employee shall receive an additional seniority increment of three cents (3¢) per hour to a maximum increment of thirty-five cents (35¢) per hour.

22:06 The rates of pay for an Occupational First Aid Attendant shall be as follows:

Occupational First Aid – Level II - sixty cents (60¢) per hour in addition to employee's regular rate of pay.

Occupational First Aid – Level III - seventy cents (70¢) per hour in addition to employee's regular rate of pay.

The Employer will determine and post the names of those individuals qualifying as First Aid Attendants.

22:07 Where an over-rate is being paid in any classification, such over-rate shall continue to be paid to the employee as long as he is employed in that classification. This clause shall not apply to the Leadhand classification.

Safety Footwear:

22:08 The Employer will provide all employees who have completed their probationary period a seventy-five dollar (\$75.00) allowance toward the purchase of approved footwear each calendar year. If the Employer requires an employee to wear steel-toed boots, then the amount will be one hundred dollars (\$100.00) each calendar year. Employees must provide a copy of the sales receipt showing proof of purchase before being eligible for the allowance and the Employer will only reimburse for the actual amount paid by the employee.

Article 23 : Duration Of Agreement

23:01 The new Agreement will be effective October 17,2003 and will continue in full force and effect until October 16,2008 and thereafter, unless either party at any time within four (4) months immediately preceding the expiry date of this Agreement gives notice of contrary intention.

If no Agreement is reached at the expiration date of this agreement and negotiations are continued, this Agreement will remain in force until a new Agreement is reached or until negotiations are discontinued by either party. The parties agree that Section 66 (2) of the Industrial Relations Act does not apply and is specifically excluded.

Dated at Oliver, British Columbia this _____ day of _____, 2003.

Signed for the Union:

Signed for the Employer:

Letter of Understanding #1

Drug and Alcohol Problems

- (a) It is agreed that the Union and the Employer shall form a committee of one (1) from each side, from the Safety and Health Committee. The Committee shall contact the appropriate community services and any other body concerning this matter to assist the committee in the administration of its Drug and Alcohol program.
- (b) It is also agreed that members of the committee shall be accessible at all times to any employee who wishes to discuss their problem covered under this clause.
- (c) It is further agreed that employees who in the opinion of the committee member, require assistance from outside social services shall receive guidance to the agency or other organization appropriate for his or her personal problems.
- (d) Any information relayed to a member of the committee shall be held in confidence.
- (e) Meeting of the committee shall be held as mutually agreed by the members
- (f) Nothing contained in this Letter of Understanding nor in the workings of the Committee shall interfere with the Employer's right to discipline an employee or discharge for just cause if impaired by Drugs or Alcohol during working hours.

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER

Letter Of Understanding #2

BY AND BETWEEN:

GENERAL COACH, A DIVISION OF CITAIR, INC.

AND:

INDUSTRIAL WOOD AN ALLIED WORKERS
OF CANADA LOCAL I-423

With respect to the new Collective Agreement signed the _____ day of _____ ,
2003, it is acknowledged that unless stated to be retroactive to the date of the expiry of the
previous Collective Agreement all monetary aspects of the new Collective Agreement will
be
effective on the date of signing or at such later date as specifically specified in the
Agreement

SIGNED FOR THE UNION:

SIGNED FOR THE EMPLOYER:

_____	_____
_____	_____
_____	_____

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

GENERAL COACH, A DIVISION OF CITAIR INC.

AND

IWA CANADA LOCAL I-423

During the months of May to August the Employer has the discretion to hire summer students to perform bargaining unit work. These students will not be eligible for employee benefits, will be required to pay union dues after thirty (30) days worked and will not attain seniority status under the Collective Agreement or retain credit for service year to year. Under this provision, the Employer will endeavor to hire the college age children of employees before hiring from the community. Students will be paid \$13.00 per hour. Under this provision the number of students hired will not exceed six (6) students.

SIGNED FOR THE UNION

SIGNED FOR THE EMPLOYER

APPENDIX "A"

Areas of Work

Campers Group A

- floor build up and holding tank install
- cabinet build up
- drawer and door build up

- cabinet set
- plumbing
- rough electrical
- finish electrical
- wall set sides and ends
- roof build up
- roof set and prep
- roof finish
- mouldings, jacks, and door install
- interior final finish and testing
- exterior decals and finish
- slide out build
- arborite and upholstery

Support A

- camper aluminum welding
- camper wall and ceiling foam installation
- aluminum cutting

Floors

- floor build up
- tank build up including insulate and prep floor
- raised floor build up
- bunk build up
- holding tank install, wiring install, and floor mount to frame
- electrical build up
- floor finish including preparation and lino/carpet install

Group B

- cabinet set
- plumbing
- gas line and heat install
- rough electrical in cabinet set
- converter sub assembly
- carpet install
- front/back wall build up
- wall set
- roof build up
- roof set
- roof wiring, insulation and sheeting
- final electrical

Support B

- mill (panel, saw wood saws)
- cabinet and arborite shop
- cabinetry stile face prep

Group C

- frame print and undercoat
- cabinet door build up and install
- interior final finish and clean up
- skirt install, window routing and install
- roof scaffold
- exterior mouldings, doors, slide outs and trim
- slide out build
- final testing
- tape and decals
- upholstery

Support C

- foam saw
- routing
- wall build up
- lamination lay up

Indirect

- shipping/receiving
- maintenance
- PDI shipping prep
- inspector
- rework and repair