

COLLECTIVE AGREEMENT

BETWEEN

HARRISON HOT SPRINGS RESORT AND SPA, INC.

AND

TEAMSTERS LOCAL UNION No. 213

February 1st, 2006 - January 31st, 2009

DON MCGILL
Secretary-Treasurer

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THIS AGREEMENT entered into this day of , 2006.

BETWEEN: **HARRISON HOT SPRINGS RESORT AND SPA, INC.**
3855 Hot Springs Road
Harrison Hot Springs, B.C.

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City
of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- (a) The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- (b) The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- (c) All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. No work shall be transferred, sub-contracted or contracted out in any manner.

2. DURATION OF AGREEMENT

- (a) This Agreement shall be for the period from and including February 1st, 2006 to and including January 31st, 2009. Either party to this Agreement may within four (4) months immediately preceding January 31st, 2009 give to the other party written notice to commence collective bargaining.
- (b) After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the **Labour Relations Code**, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.
- (c) It is mutually agreed that the operation of sub-section 2 and 3 of Section 50 of the **Labour Relations Code** is specifically excluded from operation in this Agreement.

3. UNION SECURITY

All employees shall be required to be a member of the Union as a condition of employment with the Employer. All new employees must become members of the Union within seven (7) working days of commencing employment or be replaced. The Employer's payroll official shall notify the Union, in writing, within five (5) days of hiring a new employee, of his name and classification.

4. DEDUCTION OF DUES

- (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union, and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

- (a) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. The Employer is not obligated to grant such leave to more than one (1) employee at a time.
- (b) During authorized leave of absence, an employee shall maintain and accumulate seniority.
- (c) When an employee suffers an injury, whether on the job or not, or suffers any illness preventing him from reporting to work, he will automatically be granted leave of absence, without pay, except as otherwise stipulated in this Agreement, until such time as he can properly return to work.
- (d) No legitimate or reasonable request will be denied, subject to the needs of the operation.
- (e) When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer. Such report shall be made as soon as the employee is aware of the illness or injury.

- (f) In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and step-parents.
- (g) All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness shall be paid for at the rate of pay applicable to said employee. Once an employee is released from Jury or Witness Duty, he shall be returned to the job classification and pay rate he was on prior to such duty. All Jury Duty or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty Cheque and/or witness fees to the Employer.
- (h) When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to one (1) year.

6. SHOP STEWARDS

- (a) There shall be a Shop Steward appointed, if the Union wishes.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer in writing of the identity of all Shop Stewards.
- (e) Shop Stewards shall be allowed to take up grievances during working hours with the permission of the supervisor, without loss of pay.
- (f) Shop Stewards shall be allowed time off work for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

7. WORK CLOTHES

- (a) The Employer shall provide and maintain for each employee, free of charge, with the following:
 - (i) A minimum of one (1) set of rain gear to be replaced as required.
 - (ii) The Employer shall supply any safety equipment as required by the Workers' Compensation Board without charge.

(iii) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.

(iv) Employees who are required to wear safety footwear will receive fifty dollars (\$50.00) per year for the purchase of safety footwear. This provision shall be effective starting February 1, 2004.

8. UNION NOTICE

The Employer agrees to provide space that is readily accessible for official Union notices and there shall be no interference by the Employer with said Notice Board.

9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

10. PROTECTION OF RIGHTS

(a) The Employer shall not require any Union member to cross a legal picket line or to accept any products, goods or services from any person or employees of any person with whom a union has a legal picket line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a union has a legal picket line around or against.

(b) The Union reserves the right to render assistance to other Labour organizations and it shall not be considered a violation of this Agreement for the Union to do so, or to refuse to work with non-Union workers.

The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

(c) The Employer has no obligation to reassign the employee to other work, or to continue to pay an employee's wages and benefits, during the period while the employee is refusing to cross a legal picket line.

11. TRANSFER OF TITLE OR INTEREST

This Agreement shall be binding on the parties hereto and will be subject to the **Labour Code of British Columbia** and specifically Section 35 therein.

12. GRIEVANCE PROCEDURE

(a) Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of

the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented in writing within fourteen (14) days following the date giving rise to the grievance or fourteen (14) days after the employee should reasonably have known of the events giving rise to the grievance, or such grievance shall be forfeited and waived. This provision will not be used to deny any employee his or her rights under the Provincial Labour Statutes.

(b) The Steps of the Grievance Procedure shall be as follows:

STEP I

The employee, with or without the Shop Steward, shall take his grievance up with the Foreman or Supervisor. The Employer shall take up his grievance with the employee concerned, who shall have the right to have the Shop Steward present.

STEP II

Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the Employee and the Shop Steward, if the Union wishes, shall discuss the matter with the Human Resources Director within seven (7) days.

If no solution is reached, or the solution is rejected by the Director of Labour Relations or his/her designate, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failing to respond, or failing settlement of the dispute at this stage shall cause the matter to be submitted to arbitration as set out herein.

Notwithstanding the above, if an authorized agent of the Union claims a violation of this agreement, he may invoke the Grievance procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III

The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed its nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV

The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

- (c) Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- (d) The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 24(b) herein, or a dispute under the Welfare Plan, the Board of Arbitration or the Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.

Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.

- (e) An employee may be disciplined but only for just cause. Prior to the imposition of discipline, the employee will be provided the reason for the assignment of the discipline, in the presence of another Union person. Such employee and the Union shall be advised as soon as practical in writing by the Employer of the reason for the discipline.

Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

- (f) The Employer agrees that if any grievance proceeds to Arbitration and the Arbitration Board finds in favour of the Union or any employee, the Employer shall pay for all time lost by any employee as a result of such employee being called on to appear as a witness.
- (g) If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case, eighteen (18) months from the date of occurrence, such statement shall be deleted from the employee's file.

13. JOB POSTING

- (a) In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job shall receive such job. If there is a dispute as to whether any employee has the ability to perform the job in question, he shall be placed on such job for the Employer to determine whether or not he has the ability.

It is understood that employees may apply for lower paid jobs as well as higher paid jobs.

Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to ninety (90) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.

- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to arbitration.
- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

14. SEVERANCE PAY

- (a) Employees with one (1) year or more of service, upon termination, shall receive twelve (12) hours' pay for each year of continuous service within the bargaining unit.

Employees who qualify under this clause must be employed and work a minimum of one thousand, eight hundred and twenty (1,820) hours per year to qualify for twelve (12) hours' pay.

Employees working less hours will receive pro rata severance pay for the year based on the actual hours worked as a percentage of one thousand, eight hundred and twenty (1,820) hours, e.g. a person working nine hundred and ten (910) hours will receive six (6) hours' pay.

- (b) Regular hours not worked as a result of a bona fide sickness or accident will be credited to the hours worked.

- (c) Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of eight (8) months, excluding the normal seasonal layoff.
- (d) This Article will have no application in cases of termination for just cause.

15. PAY DAY AND PAY STATEMENTS

- (a) All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.
- (b) The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked, including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.
- (c) Where there is an error on a pay cheque, this shall be corrected and any monies owing be paid not later than two (2) working days from the date the Employer's payroll official is notified of the error, or a five percent (5%) penalty on the amount owing will be paid to the employee involved for each day the error is not corrected.

16. ANNUAL VACATIONS

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed years of consecutive service, calculated from their date of hire, as follows:

Completed Years of Service	Annual Vacation Time	Pay
1 year but less than 3 years	2	4% weeks
3 years but less than 7 years	3 weeks	6%
7 years but less than 20 years	4 weeks	8%
20 years or more	5 weeks	10%

- (b) Annual vacation pay shall be calculated using the applicable percentage from (a) above, as a percentage of the employee's gross earnings for the preceding year.
- (c) "Gross earnings" as used herein shall be understood to mean the total earnings realized by an employee from the payment of

wage rates for straight time, overtime, vacation pay, and Statutory holiday pay.

- (d) Accrued vacation pay will be paid out to each employee on November 1st of each year at the time of the seasonal layoff.
- (e) Should an employee wish to take a vacation with pay at a time other than the seasonal layoff, such vacation may be scheduled by mutual consent between the employee and the Employer.

17. GENERAL HOLIDAYS

- (a) The following shall be considered Statutory Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day
One Floating Holiday	

After one (1) year continuous service, the floating holiday will be taken at a time mutually agreeable to the employee and the Employer payable at straight time for each hour the employee would normally have worked. Should Heritage Day or any other day be proclaimed as mandatory during the term of the Agreement, it shall be substituted for the floating holiday.

- (b) In the event that an employee's day off falls on a Statutory Holiday, the employee shall receive his normal day's wages as calculated in 17(c) (ii).
- (c) (i) Employees who are eligible for Statutory Holiday pay will receive a normal day's pay for the Statutory Holiday, whether or not they are scheduled to work on the Statutory Holiday.
 - (ii) For purposes of this Article, a normal day's pay shall be understood to mean an employee's normal hourly earnings, exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the Statutory Holiday occurs, divided by ten (10) to establish the hours to be paid for the Statutory Holiday. In the case of the calculation of a normal day's pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
 - (iii) An employee who is scheduled by the Employer to work on a Statutory Holiday shall be paid one and one-half (1 1/2) times his/her normal wage rate for any hours so worked on all Statutory Holidays in addition to the payment provided for in (i) above.
- (d) (i) To be eligible to receive pay for a Statutory Holiday, an employee must work his/her last regularly scheduled shift

immediately prior to the holiday and his/her first regularly scheduled shift following the holiday.

- (ii) The eligibility requirements in paragraph (i) above will be waived by the Employer when the employee's absence from an eligibility shift has been approved by the Employer, or when the employee fails to satisfy the eligibility requirements only because of a bona fide sickness or accident. The Employer is entitled to require a doctor's certificate as proof of such sickness or accident, and any abuse of this provision by an employee may be cause for discipline.
- (e) (i) If an employee is scheduled to work on a paid holiday but fails to report for work on the day of holiday, without reasonable cause, or without leave of the Employer, he shall not receive any pay for such holiday.
 - (ii) The Employer is entitled to require the employee to substantiate the "reasonable cause" for his absence.

18. SEPARATION OF EMPLOYMENT

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his resignation.
- (b) When an employee is laid off or his services are terminated, the Employer shall pay all wages owing to him within forty-eight (48) hours, exclusive of Saturdays, Sundays or Holidays.
- (c) The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or termination.

19. SENIORITY

- (a) The Employer agrees to post a departmental seniority list on or before the first day of February in each year. The seniority lists shall contain the following information:
 - (i) the employee's name
 - (ii) the date from which the employee's service seniority is calculated.

At the time of posting, a copy of the seniority list will be forwarded to the Union Representative.

- (b) Seniority shall be length of service within the bargaining unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- (c) Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.
- (d) Seniority shall be lost if an employee:

- (i) Voluntarily leaves the employ of the Employer, or
- (ii) Is discharged for cause, or
- (iii) After a layoff, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or
- (iv) If absent without leave for five (5) working days without legitimate reason, or
- (v) Is on continuous layoff for eight (8) months, excluding the normal seasonal layoff.

20. DAYS AND HOURS OF WORK AND OVERTIME

- (a) The regular work week shall not exceed eight (8) hours in one day or forty (40) hours in one week. By mutual agreement the employer and employees may extend shift hours on a daily basis to meet demand if necessary. These extended shift hours will not be considered overtime for the purpose of overtime premiums, unless they generate over forty (40) hours in any week. Employees in order of seniority shall be offered maximum hours of work as described above and will be entitled to consecutive days off.
- (b) Any hours which the Employer requires an employee to work in excess of the above shall be paid at double time (2X) the hourly rate.
- (c) All time worked on the sixth (6th) day shall be paid at the rate of time and one-half (1 ½) and all time worked on the seventh (7th) day shall be paid at the rate of time and one-half (1 ½) with a minimum of four (4) hours guarantee.
- (d) Any employee called in outside of his regular schedule will be paid a minimum of four (4) hours at regular time if work is not commenced. If work is commenced, the employee will be paid a minimum of four (4) hours at regular rate or the prevailing overtime rates as per Article 20 (b) for actual hours worked, whichever is the greater.
- (e) All daily shifts shall be scheduled in advance and a schedule posted on the Notice Board showing the hours of work and the established rest breaks and no split shifts shall be allowed at any time unless mutually agreed.
- (f) The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those employees concerned who normally perform such work.
- (g) The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift change becoming applicable or eight (8) hours' pay in lieu thereof.

The Employer shall give to each employee whose shift is being cancelled because of inclement weather twelve (12) hours notice.

If the employee receives less than twelve (12) hours notice or reports for work and his/her shift is cancelled the employee shall receive four (4) hours pay.

- (h) Every employee should have a minimum of ten (10) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of ten (10) full hours elapses, he shall be paid at overtime rates of double time (2X) for the entire shift that he is called in to work before he has received his full ten (10) hour break. No employee shall be permitted to resume work on his own accord until ten (10) full hours have elapsed.
- (i) All employees working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the Stores or Crib before the end of each shift.
- (j) All employees engaged in "dirty" work (i.e. work in which an employee gets dirty to the point where he would require a longer washup period to get clean), such employees shall receive a paid five (5) minute washup period.

21. LUNCH AND REST PERIODS

- (a) All employees working shifts of five (5) to eight (8) hours are entitled to an unpaid meal break between the third (3rd) and fifth (5th) hour of work. Such meal breaks shall not be less than one-half ($\frac{1}{2}$) hour or more than one (1) hour on the employee's own time.
- (b) All employees are entitled to rest periods in accordance with the following schedule:
 - (i) Four (4) hours - one ten (10) minute rest period
 - (ii) Five (5) hours - one ten (10) minute rest period
 - (iii) Six (6) hours - one ten (10) minute rest period
 - (iv) Seven (7) hours - two ten (10) minute rest periods
 - (v) Eight (8) hours - two ten (10) minute rest periods
- (c) Such rest periods are part of the employee's assigned hours of work and the rest period time is paid for by the Employer.
- (d) Time to commence when the employee arrives at the assigned rest area or a total of fifteen (15) minutes from the employee's work station.

22. COMPENSATION COVERAGE - RETURN TO WORK

- (a) When an employee goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.
- (b) In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his former position within twenty-four (24) hours, with all rights and conditions which

he formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his return, subject to the further conditions which follow.

- (c) Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board certifying that the employee is physically able to resume the performance of the duties.
- (d) In cases involving prolonged absence where it has been necessary for the Employer to make adjustments in the work schedules of other employees in order to cover the absence, the Employer shall have a maximum of seventy-two (72) hours in which to adjust the work scheduled to accommodate the returning employee.

23. SAVINGS CLAUSE

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article 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 the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If such parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

24. INSPECTION PRIVILEGES

- (a) The Human Resources Director shall allow the properly authorized representative of the Union to investigate the standing of all employee's conditions, to see that this Agreement is being enforced. The Human Resources Director is entitled to require an individual to substantiate that he is an authorized representative of the Union.
- (b) When access is required for purposes of such investigation, the Union Representative will notify the Human Resources Director in advance.
- (c) Access will not be unreasonably denied by the Human Resources Director.

25. SAFETY, HEALTH AND SANITATION

- (a) The Employer shall make reasonable provisions for the safety and health of its employees and provide proper first-aid kits.
- (b) Any employee who considers that any equipment, or practice being carried on within the premises, is unsafe shall have the right to refuse to work with such equipment or under such conditions.
- (c) In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor or Foreman, and if the employee wishes to go home or to a doctor, permission to do so will be granted.

26. MANAGEMENT

- (a) The entire management of the operation, including discipline of the employees, is vested exclusively in the Employer at his place of business.
- (b) In the exercise of management rights, the Employer will not treat any employee in an unfair and discriminatory manner and will observe the provisions of this Agreement at his place of business.

27. HEALTH AND WELFARE PLAN

- (a) The employees will continue to pay one hundred percent (100%) of the premiums of the Long Term Disability Insurance coverage. The employees and the Employer will each pay fifty percent (50%) of the premiums for the Group Life Insurance and AD&D coverage. The Employer will pay one hundred percent (100%) of the premium cost of any other benefit coverage under the Harrison Hot Springs Health Care Plan.
- (b) Because of the seasonal nature of the work, employees who are on seasonal layoff may continue their coverage in the Plan by remitting premium payments directly to the Employer.
- (c) If an employee is recalled following the seasonal layoff, such employee will be reimbursed the contributions made in (b) above.

28. TRANSPORTATION

No employee shall use his car on Employer business.

29. MEDICAL EXAMINATIONS

- (a) Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expenses.

When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination, he shall be paid for the time involved at his regular rate of pay.

- (b) If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:
 - (i) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
 - (ii) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
 - (iii) The findings of the consultant shall be final and binding upon all parties.
 - (iv) The remuneration of the consultant shall be borne equally by the Employer and the Union.
 - (v) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

30. MAINTENANCE AND SAFETY OF EQUIPMENT

- (a) The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of the Employer.
- (b) The Employer shall not require employees to operate any vehicle that is not in safe operating condition.

31. CLASSIFICATIONS AND WAGE RATES

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the employee commences his day's work until his shift is finalized.
- (c) When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.
- (d) If an employee is required to take time off during working hours in regards to any compensable injury or illness, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours' pay for that day.

(e) **Probationary Period**

The probationary period for newly hired employees shall be two hundred and forty (240) hours. During the probationary period, an employee may be released from employment should that employee be found to be unsuitable for the position into which the employee was hired. The wage rate applicable during the Probationary Period shall be as per Appendix "A" - Entry Level Rates.

(NOTE: this provision applies to new employees hired after the date of ratification.)

32. PAID ELECTION TIME OFF

The Employer shall not alter the regular or normal starting times of shifts of any employee on any Election Day.

33. GENDER

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

34. TOOLS

All tools and equipment required by employees to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times.

35. TRANSFERRED EMPLOYEES

Employees may only be transferred from one (1) branch of the Employer's business to another with his consent.

36. MINIMUM STANDARDS

- (a) It is intended that the provisions contained in the Employment Standards Act and Regulations (Act), presently in effect and from time to time amended, are minimum requirements only.
- (b) In the event this collective agreement does not contain a provision which is contained in the Act, such provision shall be deemed to be incorporated in the collective agreement as part of its terms.
- (c) In the event this collective agreement contains a provision which is a lesser requirement than a similar or related provision contained in the Act, then the provision contained in the Act shall prevail, and shall be deemed to be incorporated in the collective agreement as part of its terms.
- (d) In the event a dispute arises respecting the application or interpretation of any provision of the Act which is deemed to be part of the collective agreement, including Arbitration if necessary, shall apply for resolution of the dispute.

37. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

The Employer shall make contributions at the rate of five cents (\$0.05) per hour (to a maximum of 2080 hours per employee) for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement into its Industry advancement Fund by the fifteenth (15th) of the month following that to which they refer. The above contributions shall commence on the 1st day of February, 2004.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT _____, British Columbia, this _____ day of _____, 2006

HARRISON HOT SPRINGS
RESORT & SPA

TEAMSTERS LOCAL UNION No.
213

APPENDIX "A"

a) Wages

CLASSIFICATIONS	RATES PER HOUR		
	Effective		
	Feb. 1/06	Effective Feb. 1/07	Effective Feb. 1/08
Groundskeeper	\$16.66	\$17.16	\$17.68
Cashier	\$14.61	\$15.05	\$15.51
Student Summer Help*	\$11.30	\$11.64	\$11.99

*Student Summer Help from July 1st to September 1st

b) Probationary Period

During the probationary period, newly hired employees shall be paid as follows:

During the first one hundred and twenty (120) hours
 eighty percent (80%) of the wage rate in Appendix "A"

During the next one hundred and twenty (120) hours
 ninety percent (90%) of the wage rate in Appendix "A"

After two hundred and forty (240) hours
 one hundred percent

(100%) of the wage
rate in Appendix "A"

This provision shall apply to new employees hired after the date of ratification.