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## ARTICLE 1 - Definitions

### 1.01 - Jurisdiction

The term "employees" as used in this Agreement means all those individuals employed by the Company at its facilities in the vicinity of the City of Rossland except those in a supervisory position as set out in Letter of Understanding #13 attached to this agreement. For purposes of this Agreement, the term person shall mean anyone other than an employee.

### 1.02 - Casual Employees

Casual employees shall be defined as employees who work on an on-call basis for short periods of time for the purpose of emergency relief. Such employees shall accumulate seniority but not receive benefits under this Agreement.

### 1.03 - Emergency Situation

An emergency, in this agreement, is defined as a situation, which is beyond the control of the Employer - a short term circumstance which is not possible to predict.

### 1.04 - Full-time Employee

Full time employees shall be defined as any employees who normally are scheduled to work at least 4 shifts or 28 hours per week.

### 1.05 - Job Sharing

Job sharing shall be defined as two (2) employees sharing one full time job on a 50/50 basis only and shall be considered for approval by management and the union.

### 1.06 - Part-time Employees

Part time employees shall be defined as any employee who is scheduled to work less than four (4) shifts or twenty-eight (28) hours per week. If a part-time employee works full time for a period of four (4) weeks, they will be considered full time employees.

### 1.07 - Notification of Status

The Company shall notify employees at date of hiring that they are to be considered full time or part time. This may be changed from time to time depending on their recognized work schedule. The Union shall be notified, in writing, of employee status.

### 1.08 – Year Round Employee

A year round Employee is an Employee with the Company who works at least ten (10) out of twelve (12) months of the year. The Employer agrees they will not lay off Employees for the sole purpose of avoiding year round status.

## ARTICLE 2 - RECOGNITION OF UNION

### 2.01 - Union Representation

The parties hereto agree that the Union shall represent the employees in matters affecting the employee including Company policies and procedures, rates of pay, hours of work, and other working conditions. It is further agreed that the terms of this Agreement shall be made a condition of employment of all present and future employees of the Company.

### 2.02 - Bulletin Boards

Bulletin Boards in each work area will be made available to the Union for the purpose of posting information regarding general union activities. The Company and Union designate will review the bulletin boards annually for the purposes of new boards required and to assess that all boards are kept in reasonable repair at the Company's expense.

### 2.03 - Members in Good Standing

All employees of the Company covered by this Agreement shall become and remain members in good standing of the Union as per the Union bylaws and constitution. Copies of the Union bylaws and constitution shall be made available to employees at the expense of the Union.

### 2.04 - Policies and Procedures

The Company agrees that policies and procedures relating to rate of pay, promotion, hiring, discipline or dismissal shall be communicated in writing to the Union by forwarding said information to their official address at the time of their consideration by the Company.

### 2.05 - New Employees

The Company shall advise all new employees that a Collective Agreement is in effect and will give to each new employee an information sheet (supplied by the Union and approved by management) upon hiring. This Union information sheet shall also be provided to job candidates during their interview. The Union will be notified of the names of new hires and their assigned department.
New employees shall be given thirty (30) minutes of paid time for Union Orientation, given by a person designated by the Union.

**2.06 - Lapel Pins**

It is agreed that Union members may wear a lapel pin with a Union insignia.

**2.07 - Attending to Union Business**

It is recognized that the Union's Unit Chair or Grievance Chair is required from time to time to attend to problems arising in this capacity as Unit Chair or Grievance Chair. It is agreed that the Unit Chair or Grievance Chair will be permitted to attend to these problems during working hours with no loss in pay, provided that he/she first attains permission from his/her immediate supervisor. Such permission shall not be unreasonably denied.

**ARTICLE 3 TERM OF AGREEMENT**

**3.01**

This Agreement shall come into effect on the 1st day of November 2021 and shall remain in effect up to and including the 31st day of October 2025. Where the parties are engaged in negotiations for a new collective agreement, and no agreement is reached prior to the expiry of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until the negotiations are discontinued by either party and a strike or lockout ensues.

**ARTICLE 4 - MANAGEMENT RIGHTS**

**4.01**

The Union recognizes the undisputed right of the Company to operate and manage its business in all respects in accordance with its commitments and responsibilities, including those of its customers and to make and alter from time to time, rules, regulations and policies to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this Agreement. The Union further recognizes that the Company retains all the customary rights, responsibilities, functions, and prerogatives of management, except as expressly modified or restricted by a clause of this Agreement. The exercise of these rights shall be done in a fair and equitable manner.

**4.02**

The Company shall have the right to hire employees and, subject to this Agreement, the right to discipline, demote and discharge employees for proper cause.

**4.03 - Bargaining Unit Work**

(a) A person whose job is not in the bargaining unit shall not perform bargaining unit work except as permitted herein.

(b) A person whose job is not in the bargaining unit shall be permitted to perform

bargaining unit work in case of instruction, emergency, experimentation, pre and post season work, and during instances of financial emergency which shall be reviewed and agreed to by both parties to the Agreement.

Pre and post season work is defined as work done between November lst and the opening day of the ski season for the purpose of preparation, and a two week period immediately following the closing day of the ski season for the purpose of closing the operation. Persons, regularly employed in the immediate work area, may only perform such work when there is a minimum of one employee for each person, working.

(c) The Union recognizes the right of the Resort to utilize unpaid volunteers to do bargaining unit work, in the following areas:

- Ski Patrol
- Guest Guide Service
- Community Service Events
- Work Experience Students
- Special Events
- Volunteer Brushing
- Terrain Park

PROVIDED, however, that no employee is displaced or suffers a loss of hours of work or pay as a result of volunteers working.

## ARTICLE 5 - DISCRIMINATION

### 5.01

The Company agrees that there shall be no intimidation or discrimination against any employee by reason of his/her legitimate activities as a member, shop steward, or officer of the Union; the Union agrees that there shall be no intimidation or discrimination on its part towards any employee of the Company by reason of his not being a member of the Union.

## ARTICLE 6 - UNION DUES

### 6.01

The Company agrees to deduct from the wages of each employee the amount of Union dues fixed by the Union and communicated to the Company in writing.

Dues shall be remitted to USW, Local 9705 no later than the 20th day of the month following the month for which said deductions are made.

**6.02**

The Company will, at the time of making such remittances, enclose a list of the employees from whose pay cheques such deductions are made.

**6.03**

The Company agrees that all Union dues deducted from the employees is the employee's money, held in trust by the Company, until forwarded to the Union under the terms of this Agreement.

## ARTICLE 7 - HOURS OF WORK

### 7.01 - Work Period

The Company agrees, where possible, in consultation with the employees concerned, to set forth the working schedule of each employee as may be required by conditions throughout the ski area. A working period shall be defined as five (5) consecutive shifts totalling not more than forty (40) hours, from a Sunday-Saturday period in line with the pay period (10.08). An employee shall be deemed to have worked a full season if he/she accumulates at least three (3) months seniority starting the first day of ski hill operations.

### 7.02 - Work Day

1) The normal working day is any day an employee is normally at work according to his/her assigned schedule. Any changes to the assigned schedule require the prior approval of the employee's immediate supervisor. The Company must give the employee twelve hours notice of assigned schedule changes except in cases where the cause of the schedule change is beyond the control of the supervisor.

2) When an employee is required to start work prior to his regularly scheduled shift and he works up to or into his shift, he shall have the option to complete the shift.

### 7.03 - Performance of Ski Patrol Duties

In the event that there is no mid-week operation, Ski Patrol duties on the weekends shall be performed exclusively by members of the Bargaining Unit. In addition, the Company agrees that duties normally assigned to the Ski Patrol which is required to prepare the ski area for opening and closing shall be carried out by members of the Bargaining Unit and/or their immediate supervisor as long as there is one employee for each supervisor working.

### 7.04 - Volunteer Ski Patrol

In the event that an expansion of the Company's operations requires the services of

additional ski patrollers, the Company agrees that these shall be paid positions within the Bargaining Unit and that in any event the volunteer Ski Patrol shall not be expanded beyond its present size of forty (40) members. The Company agrees that when sufficient volunteer ski patrols are unavailable the Company will call in paid bargaining unit Employees as required.

### 7.05 - Office Private Lessons

An instructor who is assigned an office private lesson will be paid his/her hourly rate for the hours spent on the lesson. An Instructor who wishes to teach a request private lesson on a day off waives any right to the minimum hour guarantee. The instructor will be paid for the hours taught at his/her hourly rate plus the commission. The parties recognize that the scheduling of request privates must be approved by either the Director or the Assistant Director of the Ski School.

### 7.06 - Days off

An employee will have forty-eight (48) consecutive hours free from work in a working period as defined in article 7.01. This arrangement may be altered by mutual agreement between the Employee and the Employer.

### 7.07 – Dispatch

Dispatch Employee's will remain on duty when hours of operation exceed eight (8) hours per day and be paid applicable overtime rates as per Article 12. Dispatch employees will be scheduled to be on duty when required.

## ARTICLE 8 - SENIORITY

### 8.01 - Probationary Period

All employees shall be on probation for a period of sixty (60) calendar days from the date of first hiring. During the probation an employee may be terminated for any reason, without reference to any other provision of this Agreement save and except Union activity.

The above time frames may be extended by mutual agreement between the Union and the Company. Extensions will not be unreasonably withheld.

### 8.02 - Specialty work

Specialty work may be done by persons for the purpose of installation and testing of equipment. Once such equipment is operational the work will fall within the jurisdiction of the bargaining unit and will be performed by employees. This section does not apply to work that employees may be qualified to perform.

## 8.03 – Assignment of Shifts by Seniority

Within Departments and Classifications, the Employer shall first offer and assign the longest shifts to full-time employees in order of departmental seniority, then part-time employees in order of departmental seniority, then casuals in order of departmental seniority.

The Employer must offer and assign all available full-time shifts to employees with the highest seniority as described in the paragraph above, before implementing shifts of lesser hours.

If the most senior full-time employees declines the full-time shift, the full-time shift will be offered to the next senior full-time employee

## 8.04 - Promotions, Demotions and Lay-off

The Company agrees that Company seniority shall govern in all cases of promotions, demotions, and layoff and that Company seniority shall govern only when the employees are qualified and have the ability to perform the job. However preference shall be given to full time employees over part time employees and part time employees over casuals.

## 8.05 - Recall - Job Phone

Every Employee not employed on a year round basis, shall inform the Company in writing or electronically, of his/her intent to return to work for the upcoming season by the end of business on the first weekday in September. In order to assist employees with this, the Company agrees to provide a recall form prior to the employees' last day of work. Failure to provide notice to the employer will result in the employee forfeiting his/her right to recall to work under provisions 8.07.

The Company agrees to maintain their web site which will show anticipated job openings for the season.

The Company will compile a list of returning employees and a copy of the list will be provided to the Union in December.

## 8.06 - Calculation of Seniority

Seniority shall be calculated as follows:
a) Company seniority is the total time in hours employed by the Company.

b) Departmental seniority is the total time in hours employed in the employee's present department. Recall to a department is governed by calculating the total of Company and Departmental seniority. Company and Departmental seniority shall be calculated based on 160 hours per month, 40 hours per week and an employee will be credited with any

period worked equivalent to a tenth of a month.
The Company shall keep a record showing the date upon which each employee's service commenced and terminated and the list detailing Company and Departmental seniority shall be provided to the Union on October 15 of each year.
The list shall show each employee by department and detail their Company seniority, Departmental seniority, Total seniority and wage rate.

**8.07 - Loss of Seniority Rights**

1. An employee shall not lose seniority rights if he/she is absent from work due to sickness, accident, layoff or leave of absence approved by the employer. An employee shall only lose his/her seniority in the event:

1) the Employee is discharged and not reinstated,
2) the Employee resigns in writing,
3) the Employee fails to return to work within seven (7) calendar days following layoff after being notified to do so, by registered mail at their last known address, unless through sickness or other just cause.It shall be the responsibility of the employee to keep the employer informed of his/her email address, address and phone number even in the event of short-term layoff.

2. An employee promoted to a management position shall continue to accrue seniority while in such position, for a period not to exceed ninety (90) days, after which they will be considered to have lost all seniority in the bargaining unit. The ninety (90) day period referred to above shall be accumulated separately for the winter seasons and the summer seasons.

**8.08 - Lay-off**

Layoff shall occur in the reverse order of Company seniority, subject to job requirement. Employees shall be recalled in order of their Company and Departmental seniority as per 8.06, subject to job requirement. No new employees shall be hired until those laid-off have been given an opportunity to recall, subject to job requirement. Within Departments and Classifications, the Employer shall first recall full-time employees, then part-time employees, then casuals, having the highest Company and Departmental seniority.

Prior to a lay-off occurring, the Employer will meet with the Union to review the extent of the lay-off planned. This will not apply to layoffs relating to the end of the season.

**8.09 - Scheduling Preference**

The Company agrees, where feasible, consistent with efficient operation, that employee's shall have preference with scheduling in accordance with their departmental seniority. However, preference will be given to full-time employees over part-time employees and part time employees over casuals.

### 8.10 - Evaluation Period

Employees who transfer from one department or job to another shall be subject to a period of evaluation not to exceed thirty (30) working days. If it is determined that the employee is not suitable, he/she will be returned to their original job with no loss in seniority.

### 8.11 - Seniority while on Leaves of Absence

An employee shall continue to accumulate seniority as if he/she were working his/her normally scheduled shifts while collecting Workers' Compensation benefits or while on Maternity Leave granted pursuant to Article 18.02 or while on Jury Duty Leave granted pursuant to Article 18.03, or while on leave to conduct Union business granted pursuant to Article 18.04, until such time as the employee would normally be laid off.

### 8.12 - Seniority for Office Private Lessons

An office private will be given to the most senior qualified instructor scheduled and available for the day of the private.

### 8.13 - Scheduling of Shifts

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of a lesser number of hours. However, preference will be given to full-time employees over part-time employees and part time employees over casuals.

### 8.14 - Maximizing Hours of Work

Employees capable of working in two or more positions shall be given the opportunity to work in both positions in order to maximize their hours of work.

### 8.15 – Restricting Availability to Work

Employees who regularly place restrictions on their schedule, or who continue to limit their availability to work, may be demoted from full-time to part-time to casual. This does not apply to approved leaves of absence.

## ARTICLE 9 - GRIEVANCE PROCEDURE

### 9.01

The Union will advise the Company of up to three (3) regular employees selected as members of a Grievance Committee and this Committee shall act regarding the interpretation or a violation of this Agreement. For each member it appoints, the Union may also appoint an alternate to act in the absence of the regular member. The Company

shall cooperate in endeavouring to place the chairperson of the Grievance Committee of the Union on steady day shift.

**9.02 - Disciplinary Discussions**

Should it become necessary to discuss with an employee a matter which would result in disciplinary action being taken, such discussion will be conducted in private. A bargaining unit Shop Steward or member of the Union Executive and a second representative of the Company will be present.

**9.03**

Should a dispute arise between the Company and any employee or group of employees regarding the interpretation or a violation of this Agreement, an earnest effort shall be made to settle the dispute in the following manner:

**9.04 - Step 1**

Within thirty (30) calendar days of the occurrence of the act or decision giving rise to the dispute or within thirty (30) calendar days from the time the employee(s) should reasonably have known of the occurrence of the act or decision giving rise to the dispute the employee(s) concerned in person, with or without a steward in attendance, shall first seek to settle the dispute with his/her immediate supervisor.

**9.05 - Step 2**

The employee(s) with a member of the grievance committee may, failing satisfactory settlement of the dispute at Step 1, submit a grievance in writing to the General Manager or his designate within seven (7) calendar days of the discussion with his/her immediate supervisor.

The General Manager or his designate will render a written response to the employee within fourteen (14) calendar days of receiving the grievance.

Any meeting between the employee and the General Manager or his designate at this Step will include a member of the Grievance Committee.

**9.06 - Step 3**

Failing a satisfactory settlement at Step 2, the Grievance Committee may submit the grievance, which shall be in writing outlining the nature of the grievance, the remedy sought and the section(s) of the Agreement which are alleged to have been violated, to the General Manager of his designate within seven (7) calendar days of receiving a reply at Step 2.

The General Manager or his designate will meet with the Union Grievance Committee within seven (7) calendar days of receiving the written grievance at this Step. A staff

representative and/or the Local Union President may be present at the Step 3 meeting.

Within seven (7) calendar days of this meeting, the General Manager or his designate will provide a written response to the grievance.

**9.07 - Step 4**

(i) Within thirty (30) calendar days after a decision was made or should have been made by the Company at Step 3, the Union will, by written notice to the Company, declare the Union's position at Step 3. Not before ten (10) calendar days and not later than thirty (30) calendar days following the Union's declaration, the Union may, by written notice to the Company, refer the dispute to arbitration.

Upon notice that a grievance is being submitted to arbitration, an arbitrator will be selected from the following list in alphabetical order unless the parties agree to another arbitrator.

Corinn Bell
Joan Gordon
Irene Holden

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the Arbitrator.
The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) calendar days following the arbitration render his/her decision.

(ii) (a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitral, during the term of the Collective Agreement, V. Ready, or a substitute mutually agreed to by the parties, shall at the request of either party:

(1) investigate the difference;
(2) define the issue in the difference; and
(3) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five days from that date, time does not run in respect of the grievance procedure.

(b) In the event the party named in Marginal Paragraph 9.07 (ii)(a) is unable to act on any occasion, a substitute shall be selected from the list of Arbitrators in Marginal Paragraph 9.07(i), such selection to be made in accordance with the provisions of that Article.

(c) A party may elect to proceed under this Article or apply to the Labour Relations Board under Section 85 of the Labour Relations Code, but not both, with respect to any

dispute.

(d) An application under Marginal Paragraph 9.07(ii) may only be made by a party during the ten (10) day period following the Union's declaration at Stage 3.

**9.08**

If a dispute is not advanced in accordance to the time frames as set out in the grievance and arbitration procedure, then the dispute shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end.

**9.09**

The Company shall have the right to submit any dispute regarding the interpretation or a violation of this agreement in writing to the Grievance Committee of the Union. Failing a satisfactory settlement within seven (7) days of the submission in writing of the dispute by the Company, the Company shall have the right to refer the dispute to arbitration in accordance with this Article.

**9.10**

The Union shall have the right to refer any dispute regarding the interpretation or a violation of this agreement to the Company at Step 3 where

(i) There is no aggrieved employee(s) at the time the dispute arose or
(ii) The grievance involves Company policy, in which case the grievor(s) shall be named on the face of the grievance form.
(iii) The grievance involves a selection under the Job Posting Process where the posting is to another area outside the jurisdiction of the employee's immediate supervisor.

**9.11**

In all cases while disputes are being investigated and settled, the employee(s) and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where the employee(s) has been discharged by the Company, he/she shall not remain in the employ of the Company while his/her case is being investigated and settled.

Where the employee(s) has been suspended or discharged and it is decided by arbitration that he/she or they were unjustly suspended or discharged, he/she or they shall be reinstated and the same arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned and his/her decision shall be final.

**9.12**

In this Article any reference to "days" shall mean days exclusive of Saturdays, Sundays and Statutory holidays and any reference to "calendar days" shall mean days inclusive of Saturdays, Sundays and statutory holidays.

## ARTICLE 10 - WAGES

**10.01**

The Company shall pay wages in accordance with Schedule 1 attached hereto. Such wages to be established for a twelve (12) month period for each year the Agreement is in effect commencing November 1 of each year.

### 10.02 - Higher rate of Pay

When an employee is required to perform duties which are not regularly assigned to his/her job, he/she shall be entitled to a higher rate of pay, the higher rate will apply for such work performed, provided such is in excess of one (1) hour.

### 10.03 - Meal Breaks

Meal breaks shall be scheduled for all employees who work in excess of five (5) hours per day between the 3rd and 5th hours of employment, should an employee not receive this unpaid meal break as scheduled, for any reason, they shall receive one-half hour straight time premium pay in lieu of.

### 10.04 - Coffee Breaks

The Company shall supply two coffee breaks per seven (7) hour shift and one coffee break per three and a half (3 ½) hour shift.

### 10.05 – Shift Work

It is agreed that where employees are working either a 4 day on / 4 day off shift or a 4 day on / 3 day off shift, on a 10 hour per work day basis, the employees shall be paid as follows:

When an employee works 40 hours or more during his/her 4 day shift, the first 40 hours shall be paid at regular rate, the first 8 hours overtime at time and one-half the regular rate, and all overtime over the first eight hours overtime at double the regular rate.

When a snow-grooming equipment operator is sent home because no work of any kind is available, he/she shall receive a minimum four (4) hours pay at the base rate.

### 10.06 - Paid Lunch Break for Ski Patrollers

Notwithstanding Article 11, Ski Patrollers shall be paid according to the following

guidelines:

1) When hours of work as dictated by the operating schedule are eight (8) or less, patrollers shall be paid for all actual time spent at work.
2) When hours of work exceed eight (8) hours but do not exceed eight and one-half (8-1/2) hours, patrollers shall be paid eight and one-half (8-1/2) hours at their base rate in lieu of their one half (½) hour lunch break

### 10.07 - Lead Hand Designation

When a Supervisor is absent because of a rest day, or is out of communication for a period in excess of three (3) hours, a lead hand will be designated and paid in accordance with Schedule 2. In designating a lead hand, preference will be given to the senior employee providing the employee possesses the required skill and ability to perform the job.

### 10.08 - Pay Period

The pay period shall be defined as a two (2) week period commencing every other Sunday at 0000 hours and ending on Saturday at 2400 hours. Remuneration for each pay period shall be made on the Friday following the end of the pay period.

The dates of the pay period will be shown on the pay stubs. Electronic copies of pay stubs will be made available online to all employees. Hard copies of pay stubs will be available upon request only.

## ARTICLE 11 - REPORTING TO WORK

### 11.01 - No Work Available

Where an employee reports for work on his/her regular shift and is sent home because no work of any kind is available, he/she shall receive a minimum of two (2) hours pay at the employee's base rate.

### 11.02 - Recalled to Same Shift

An employee who is sent home before the end of a scheduled shift and then recalled will be paid time and one half from the start of the end of the rescheduled shift.

### 11.03 - Commencement of Work

An employee, including full time instructors, defined as instructors who work at least twenty (20) hours per week on average, who reports to work on their regular shift, or are called into work and commences work, shall receive a minimum of four (4) hours pay.

### 11.04 - Meetings called by Employer

Notwithstanding the provisions of Articles 11.01, 11.02, 11.03, and 12.02, the Union agrees

that in the case of general staff and/or departmental meetings, employees will be paid for actual time involved at the employees base rate.

**11.05**

Notwithstanding article 11.04, the Employer agrees that no employee will lose money as a result of attending meetings pursuant to this Collective Agreement.

## ARTICLE 12 - OVERTIME RATES

### 12.01 - Definition of Overtime

a) Not withstanding article 10.05, overtime means any time worked over eight (8) hours in a day and/or forty (40) hours in a week

b) All overtime in excess of eight (8) hours during an employees' working period shall be voluntary, except when a qualified replacement is not available. In such cases, the employee must remain at work.

**12.02**

a) Scheduled work performed by a full time employee on his/her assigned day or days off shall be paid at one and one-half (1 ½) times the base rate for the first eight (8) hours and double time thereafter.

b) Schedules of work shall be forty (40) hours per week. Overtime rates shall be paid for hours worked in excess of this. In the event an employee's schedule is changed, the new schedule will become the employee's regular schedule at the conclusion of the rest days of the schedule of work from which he/she was changed. When such a change occurs overtime rates shall be paid for work performed on the first schedule.

**12.03**

Subject to Article 10.05, work performed by an employee on his/her regular working day in excess of eight (8) hours, where such work is performed as a continuation of his/her normal shift, shall be paid for at one and one half (1 ½) times the base rate for the first three (3) hours and double time thereafter.

**12.04**

Part-time employees called out to work on an unscheduled work day shall be paid straight time rates for the first eight (8) hours, then shall be paid in accordance with Article 12.03.

**12.05**

(i) An Instructor who is requested for a private lesson (request private) will receive a 25% commission on the price paid by the customer. The commission will be paid on top of the

Instructor's hourly rate.

(ii) When a client requests a specific ski instructor recommended by another ski instructor each of the above mentioned ski instructors shall receive fifty (50) percent of the normal commission.

## ARTICLE 13 - HOLIDAYS / HOLIDAY PAY

### 13.01 - Statutory Holidays

All work performed by employees on the following holidays: New Year's Day, Family Day, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, shall be compensated for at one and one-half (1 ½) times the base rate in addition to their normal regularly scheduled shift hours, paid at the employees base rate.

### 13.02 - Boxing Day and Good Friday

All employees working Boxing Day and/or Good Friday shall be compensated at two times their base rate.

### 13.03 - Stats not Worked

A full time employee or a part time employee not working on statutory holidays shall receive pay subject to the following terms and conditions:

i) to qualify for pay on a holiday, the employee must work his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday.

ii) absence on either the qualifying day before the holiday or the qualifying day after the holiday for reasons of the employee's sickness or accident shall not disqualify the employee for payment of the holiday. A certificate from a doctor licensed to practice medicine may be required to substantiate the illness or accident.

iii) a full time employee or part time employee who qualifies for pay on a holiday and who does not work on such holiday shall be paid the same amount for that holiday as though he/she worked normal hours on that day.

iv) for the purpose of qualifying for statutory holiday pay under this Article, a part time employee is defined as one who normally works less than four (4) shifts or twenty-eight (28) hours per week.

v) an employee who qualifies shall not be entitled to such pay if he/she does not work on the holiday after being required by the Company to do so, unless a suitable replacement has been arranged in advance by the employee concerned.

### 13.04 - Vacation Pay

(a) Employees who have completed less than two (2) winter seasons of work are entitled to vacation pay of four percent (4%) of gross earnings paid on each regular pay cheque.
(b) Employees in their third season or who have accumulated twelve (12) months of Company seniority, whichever comes first, will receive six percent (6%) of gross earnings paid on each regular pay cheque.

Employees employed on a year round basis and who have accumulated twelve (12) months Company seniority shall receive three (3) weeks paid vacation. Vacation pay will be accrued at six percent (6%) of total remuneration earned.

Employees employed on a year round basis and who have accumulated sixty (60) months Company seniority shall receive four (4) weeks paid vacation. Vacation pay will be accrued at eight percent (8%) of total remuneration earned.

## ARTICLE 14 - JOB POSTINGS

### 14.01 - Selection to Job Vacancies

In the selection of employees to fill posted job vacancies, senior employees shall be entitled to preference in accordance with article 8.03.
Preference shall be given to eligible employees covered by the collective agreement over other persons as per article 1.01 in the filling of job vacancies.

### 14.02 - Posting of Vacancies

When a vacancy occurs or a new position is created, the Company shall notify the Union in writing and post notice of the position on the bulletin board in such places of work designated for this purpose for a minimum of seven (7) days. The Union has agreed that the Company may fill a position immediately if there is demonstrated need to do so, but the previously agreed to posting procedures shall remain in effect. During this period, the Company may temporarily fill such vacancy with another employee.

In addition, when a vacancy occurs off season the Employer will make every reasonable attempt to contact the employee(s) by email.

At the same time, the Employer will provide a copy of the posting to the Union along with the names of all employees that the Employer attempted to contact.

### 14.03

Such postings shall contain the following information: notice of position, qualifications, skills, shift, wage or salary rate.

**14.04**

No outside advertising of any vacancy will be placed until the applications of present employees have been fully processed.

**14.05 - Notification of Successful Applicants**

Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards and such notification will be forwarded to the Union.

**14.06 - Notification of Hiring, Terminations, etc.**

The Union shall be notified of all appointments, hiring, layoffs, transfers, and recalls within seven (7) days and of written warnings and termination of employment within twenty-four (24) hours.

**14.07 - Local Hiring Policy**

The Company will give preference to hiring local persons who reside in the area before hiring persons from outside the area.

**ARTICLE 15 – BENEFITS**

**15.01 - Medical Plan**

The Company agrees to contribute monthly to all year round employees, single or married, an amount equivalent to that charged for coverage under the British Columbia Medical Plan.

**15.02 - Meal Assistance Voucher**

Any employee required to work unscheduled overtime in excess of one hour per scheduled work day shall be entitled to a meal assistance voucher for use at any Red Mountain food outlet for a retail value not to exceed $18.00 retail value per meal, No cash will be paid out. The vouchers shall remain redeemable for the term of the season. Vouchers may be used for multiple purchases on the same day at one venue to a maximum of $18.00.

**15.03 - Personal and Family Passes**

All full time and part time employees of the Company employed in winter operation of the ski area shall receive a personal staff pass valid for the term of their employment. At the commencement of a full time employees' second winter season, and a part time employee's fifth winter season, and each season thereafter, he/she shall be entitled to a personal family season pass. Family season passes will become invalid if the employee quits or is discharged with just cause. All year-round employees shall receive a personal family pass upon completion of four (4) months service. When this 4 month period ends

during the winter season, the employee(s) shall be refunded a pro-rated amount based on a 4 month ski season. If the Company changes the employee's position from full time to part time, he/she will retain full time benefits. If the employee requests a change from full time to part time, full time benefits will be terminated. Job sharing employees shall receive a personal pass, all other benefits will be split on a 50/50 basis. For those employees who do not ski, their passes may be transferred to another family member.

### 15.04 - Sickness Benefits Fund

The Company shall contribute at a rate of $0.37 per hour for each hour worked by each member of the Union toward a Sickness Benefit Fund to be administered by the Union. In addition, each employee will contribute $0.15 per hour for each hour worked toward the Sickness Benefit Fund. The Company agrees to deduct the employee's contributions from their pay cheques. The total contribution will be remitted to the Treasurer of the Union not later than the 20th day of the month following the month for which contributions were made.

### 15.05 – Reimbursement of Safety and First Aid Course Fees

(a) The Company agrees to pay for the cost of courses in Occupational First Aid, Non-Urban Emergency Care, and other equivalent courses and certifications for Employees where maintaining such qualification is a requirement of the job. Reimbursement of the cost of such courses shall be made within two (2) weeks of receipt of proof of payment and successful completion of said course.

(b) Where courses or certifications are required for the job, training opportunities will be offered by order of seniority and ability to perform the work.

### 15.06 - Steelworkers' Humanity Fund

The Company agrees to deduct from the pay of each Union member the sum of $0.01 per hour worked to be submitted to the Steelworkers' Humanity Fund. Monies deducted shall be conveyed to the Local 9705 Union Office no later than the 20th day of the month following the month for which deductions were made.

### 15.07 - Two for one Ski Passes

The Company agrees to give each full time employee six (6) two for one passes and each part time employee three (3) two for one passes.

### 15.08 - Discounted Day Care Services

A Fifty percent (50%) discount will be provided to employees for day care services. Two placements will be made available each day for children of employees on a first come first serve basis. Reservations may not be taken after noon hour of the previous day. This service may not be available during the Christmas vacation period. Any employee that is called in on short notice is eligible for free day care services.

### 15.09 - Group Ski Lessons

Group ski lessons will be provided to employees and their families at no charge provided there is an existing class and the class will not result in overcrowding.

### 15.10 - Instructors' Course Fees

The Company agrees to contribute for the Instructors an amount equal to the cost of two (2) C.S.I.A. Level II or two (2) Level III courses, whichever cost is higher. This fund will be used to pay for Instructor's courses. The monies will be distributed equally to those instructors upon their successful completion of the course no later than two weeks after the Instructor(s) return as an Instructor the following season.

### 15.11 – F&B Discount

All employees shall receive a 25% discount on all food and non-alcoholic beverages for the employees" personal consumption, whether on shift or not. All employees shall receive a maximum of one free hot beverage (drip coffee or tea) each day at work if they bring their own cup.

### 15.12 – 5 year Adult Ski Pass

Employees who retire after 20 continuous seasons will be eligible for a 5-year Adult season pass at Red Mountain Resort.

### 15.13 - Death Benefit Fund

The Resort agrees to deduct thirty-five ($0.35) cents per payroll from each employee for the Death Benefit assessment. The Employer will forward such payment to United Steelworkers Local 9705 on a monthly basis.

## ARTICLE 16 - EQUIPMENT ALLOWANCE

### 16.01 - Ski Patrollers' Allowance

To compensate for wear and tear on the Professional Ski Patrollers' equipment, the Company will pay an equipment allowance as set out under Schedule 2, attached. The equipment allowance shall be paid in two equal instalments, one on the first payday and one on the third payday following the commencement of employment.

### 16.02 – Gloves and Boots

The Company agrees to provide each of the following departments: Building Maintenance, Lift Ops and Hill and Trail insulated work gloves at no cost to the employee. Insulated leather work gloves will be provided upon request. Each employee will further receive a fifty percent (50%) rebate on the purchase of CSA winter type boot of their choice

for safety and comfort on the job to a maximum of two hundred dollars ($200) over a two-year period. Cooks, kitchen staff, bar staff will be eligible for the same benefit for CSA approved slip resistant footwear. All said allowances will provided subject to proof of purchase. This allowance is available to employees returning in their second season.

### 16.03 - Uniforms

If an employee is required to wear a uniform or other special apparel, for purposes of safety, protection of street clothing or otherwise, the Ski Resort shall furnish to each employee the uniforms or special apparel and shall clean, launder, repair or provide similar services with respect to the upkeep of it. In the event of a uniform needing cleaning or repair, the employee will obtain the authorization of management who will make the necessary arrangements. Such authorization will not be unreasonably withheld. Uniforms or other special apparel provided by the Ski Resort remain the property of the Ski Resort and must be returned upon request. In any event each uniform shall be replaced as necessary for appearance and function. Before reissuing the Company will clean or launder uniforms if they are to be shared.

### 16.04 - Allowance for Maintenance - tools, gloves and boots

An allowance for tools and gloves required for their job of one thousand dollars ($1000) per year will be provided to all year-round maintenance employees at the completion of four (4) months seniority. Seasonal full-time maintenance employees will receive four hundred and fifty dollars ($450) per season at the completion of four (4) months seniority. All maintenance employees will receive a rebate of 50 percent (50%) on the purchase of CSA approved safety footwear for use by employees on the job over a one year period. All maintenance employees will further receive a fifty percent (50%) rebate on the purchase of a mountaineering/winter type boot of their choice for safety and comfort on the job up to two hundred ($200) over a two year period. All said allowances will be provided subject to proof of purchase. This allowance is available to employees returning in their second season.

### 16.05 – Staff Purchases

The Company shall make arrangements prior to the start of each winter season for a ski and snowboard equipment supplier (or suppliers) to offer to on-snow staff the ability to purchase personal equipment (skis, snowboards, boots, bindings) at below-retail pricing. The program may be extended to all staff at the sole discretion of the employer. The cost to the employees for such purchases will depend on the supplier's program for ski area staff purchases that year. Generally, the prices will be wholesale cost plus 10% to 20%. The Company will work with the supplier or suppliers to keep equipment prices as low as possible.

## ARTICLE 17 - GENERAL

### 17.01 - Job Descriptions

The Company shall draft and the Union shall mutually agree to job descriptions for all positions covered by this agreement. Failure by the parties to reach mutual agreement on job descriptions, the matter may be referred to arbitration. The Union shall be provided with a copy of all job descriptions as amended from time to time. In the event of a significant change to an existing job description or in the event of a new job description the parties shall meet and if mutual agreement cannot be reached on the rate of pay or the duties the matter may be referred to arbitration.
The Company will provide each employee with a copy of their job description. The Company will draft job descriptions for all summer jobs.

### 17.02 - Access to Personnel Files

An employee shall be entitled to review his/her personnel file, both paper and if applicable electronic, in the office in which the file is normally kept. The employee or the President of the Union, as the case may be, shall give the Employer at least forty-eight (48) hours notice prior to the employee having access to such files during the winter season.

### 17.03 - Disciplinary Warnings

The Employer shall provide the employee and the Union with a copy of any written warning or adverse report affecting the employee. Any reply by the employee shall become part of his/her record. The record of any disciplinary action shall not be referred to or used against him/her at any time after six (6) working months following such action for full-time year-round employees and two (2) calendar years for all seasonal employees. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered to be an admission that such discipline was justified. For purposes of this calculation only, December 15th will be recognized as the opening of the ski season and time worked before this date will be counted and accumulated in “days”.

### 17.04 - Lunchroom

The Employer shall provide a lunchroom, separate from the public, where employees can eat their lunch. This room may also be used exclusively by the employees to hold meetings related to union affairs.

### 17.05 - Injured at Work

Employees who are injured at work and are unable to complete their shift, shall be paid for their full shift. Such employees must report any lost time injuries to First Aid immediately.

## ARTICLE 18 - LEAVES OF ABSENCE

### 18.01 - Bereavement Leave

A full time employee shall be granted four (4) regularly scheduled consecutive working days leave without loss of salary or wages in the case of the death of a parent, step-parents, wife, husband, brother, sister or child and one (1) working day leave without loss of salary or wages in the case of the death of a grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, aunt, or uncle. Reasonable leave of absence shall be granted for travel and estate affairs without pay and loss of seniority.

### 18.02 – Maternity/Parental/Paternity Leave

(1) A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins

(a) no earlier than 13 weeks before the expected birth date, and
(b) no later than the actual birth date
and ends no later than 17 weeks after the leave begins.

(1.1) An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.

(2) An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to 6 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than 6 weeks after that date.

(3) An employee who requests leave under this subsection is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (1), (1.1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,
(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) If an employee on leave under subsection (1) or (1.1) proposes to return to work earlier than 6 weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

**Parental leave**

(1) An employee who requests leave under paragraph (a), (b) or (d) of this subsection is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under section 50,
(b) for a parent, other than an adopting parent, who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and

(c) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under section 50 (3) or subsection (2) of this section.

**18.03 - Jury Duty**

Employees shall be granted leave without pay or loss of seniority rights if required to report for jury duty in County Court, Provincial Court, Supreme Court, or Coroner's Court.

**18.04 - Union Leave**

The Company agrees to grant leave of absence without pay to employees to attend such functions as labour conventions, labour arbitrations, labour schools or grievance matters as set forth in this Agreement, provided the aggregate leave of absence granted under this Marginal Paragraph for all such Union purposes shall

not interfere with the normal operations of the Company and shall not exceed 400 calendar days in any one calendar year. Such leave shall not be unreasonably withheld. The limitation of 400 days may be exceeded for the purpose of collective bargaining provided it does not interfere with the normal operations of the Company. No deduction will be made by the Company from the pay of any such employee for the duration of the unpaid leave of absence so granted. At the end of each calendar month, the Company will bill the local Union for the actual lost time wages incurred while the employee was on such leave of absence. The Union shall reimburse the Company within fourteen (14) days of such billing. For the exception of negotiations, the Union shall use every reasonable effort to request such leaves at a minimum of seven (7) days prior to the leave being taken.

### 18.05 - General Leave of Absence

The employer may grant, upon receipt of written request by October 1, leave of absence. The employer will not unreasonably deny such request. It is understood that these leaves are without pay and without seniority accrual.

### 18.06 - Domestic/Family Violence Leave

a) In each calendar year, the Employer shall grant each employee unpaid leave for domestic violence and/or family violence, without loss of seniority, for up to twelve (12) weeks.

b) The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety;

c) The Employer, acting in good faith, will provide employees experiencing domestic and/or family violence with flexible work arrangements and/or advance of pay;

d) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience or perceived experience of domestic violence.

### 18.07- Critical Incident Management

The Employer will provide Critical Incident Stress Management to any and all employees involved in a fatality or serious incident while at work.

## ARTICLE 19 – HEALTH AND SAFETY

### 19.01 - Health and Safety Committee

(a) It is mutually agreed that the Company will form a Safety Committee consisting of representatives selected by the Union who will meet with Management Representative(s) monthly. Minutes from this meeting to be posted

where they can be reviewed by all employees and a copy will be sent to the union office.

(b) The Employer, Union and the employees agree to cooperate with each other on all matters of health and safety. It is incumbent on the employee or the Union to report any hazards immediately to the Employer.

(c) If an employee is injured on the job, which results in a bona fide WCB claim, the Employer will maintain his normal daily earnings for the day of injury.

(d) Right to Refuse Unsafe Work.

The Company and Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if he has reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedure and outcomes will be as outlined in Section 3.12 WorkSafe BC Occupational Health and Safety regulation which are as follows:

1. A person must not carry out or cause to be carried out any work progress or operate or cause to be operated any tool appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.

2. A worker who refuses to carry out process or operate a tool, appliance or equipment pursuant to subsection (1) must immediately report the circumstances of the unsafe condition to his or her supervisor or employer.

3. A supervisor or employer receiving a report made under subsection (2) must immediately investigate the matter and;

    a) Ensure that any unsafe condition is remedied without delay, or

    b) If in his or her opinion the report is not valid, must so inform the person who made the report.

4. If the procedure under subsection (3) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the supervisor or employer must investigate the matter in the presence of the worker who made the report and in the presence of,

    a) a worker member of the joint committee

    b) a worker who is selected by a trade union representing the worker, or

    c) if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

5. If the investigation under subsection (4) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, both the supervisor, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.

   No discriminatory action:

   1. A worker must not be subject to discriminatory action as defined in Section 150 of Part 3 of the Workers Compensation Act because the worker has acted in compliance with Section 3.12 or with an order made by an officer.

   2. Temporary assignment to alternative work at no loss in pay to the worker until the matter in Section 3.12 is resolved is deemed not to constitute discriminatory action.

**Inspections**

A Union Member of the Health and Safety Committee or their designate shall accompany a WorkSafe BC representatives for pre-scheduled meetings or inspections, as business levels allow. For any unscheduled meetings or inspections a Union Health and Safety Committee member will be made available, as business levels allow. Health and Safety Committee members acting in this capacity will be paid at straight time rates. This provision will not be unreasonably denied.

### 19.02 – First Aid For Employees

The Employer will post the names of the Employees who are designated as Occupational First Aid Attendants at all work sites on the mountain.

## ARTICLE 20 – PROTECTION OF HUMAN RIGHTS

Neither the Union nor the Employer, in carrying out their obligations under this Agreement, shall discriminate in matters of hiring, training, promotion, transfer, layoff, discharge or otherwise because of race, colour, ancestry, place of origin, political belief, religion, marital status, physical or mental disability, age, sex, family status, sexual orientation and unrelated criminal or summary convictions, or by reason of membership or activity in the Union. The Union and Employer are committed to providing a healthy environment for all employees, free from harassment and violence and will make every reasonable effort to ensure that no employee is subjected to harassment or violence in the workplace.

## ARTICLE 21 - SUMMER EMPLOYMENT

Seasonal summer employment will be handled in the following manner:1. Summer employment, with the exception of supervisors, will fall within the scope of the bargaining unit.

2. Employees will be hired from the Bargaining Unit on the basis of their departmental seniority, and ability to perform the work. However, preference shall be given to full-time employees over part-time employees and part-time employees over casuals.

3. In the case where not enough Bargaining Unit people are available to fill the positions, the Company can hire from outside the Bargaining Unit.

4. The Union will be notified two weeks in advance in writing of expected positions for summer employment, outlining such information as starting date, number of employees required and names of successful applicants, etc. These jobs will also be posted at the ski hill in accordance with Article 14 of the Collective Agreement and on the Company website.

5. Summer work performed by Union members will not restrict the Company's ability to qualify for grants.

6. It is agreed that employees hired for summer employment to perform work of the same or similar nature as the work they perform in the winter season will be paid their winter season rate of pay. Their seniority will accumulate in their home department. Employees hired to perform work of a dissimilar nature will be paid a wage commensurate with the skills and abilities required for the job. Such rate will be determined by the Company in a fair and equitable manner; however the Union retains the right to appeal such rate. Seniority for these employees will be accumulated in the Summer Department.

7. Senior Equipment Operator: After achieving 2840 hr in the Junior Equipment Operator position, employees shall advance to the Senior Equipment Operator rate.

## ARTICLE 22 – TRAINING

**22.01**

(a) Employees who are enrolled in Ski Industry related training programs required by the Company, WorkSafe BC, or legislation either on their own time or during their regular work schedules, shall have their normal pay maintained for the periods taken up by such training. Employees will also be reimbursed for the total fees and cost of materials for training programs.

(b) Employees will be reimbursed for mileage, food and accommodation when courses are taken out of town, subject to prior approval by management.

**22.02 - Technological Change**

I) Technological change includes the introduction by the employer of a change in his/her work, undertaking or business, or a change in his/her equipment or material from the equipment or material previously used by the employer, or a change in the manner in which the employer carries on his/her work, undertaking or business related to the introduction of such equipment or material. In the event of technological change:

(a) Technological change shall be introduced by the employer only after the union and the employer have reached agreement regarding the measures to be taken by the employer to protect the employees from any adverse effects;
(b) If the union and the employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters, and the technological change shall not be introduced by the employer until such determination is made, and only in accordance therewith.

II) In the event of technological change, the following measures shall be taken:

(a) An employee who is rendered redundant or displaced from his/her job as a result of technological change shall have an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided he/she is able to perform the job;
(b) Where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change;

(c) No additional employee shall be hired by the employer until employees affected by technological change, or employees on lay-off, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

Signed on Behalf of Red Resort Limited Partnership this _____day of _____2022

_____
Heather Gauthier

_____
Howard Katkov

_____
Don Thompson

_____
Kevin Magnall

Signed on Behalf of United Steelworkers, Local 9705 this _____day of _____ 2022

_____
Dean Lott

_____
Ron McKenzie

_____
Grant Farquhar

_____
Bruce Ferguson

_____
Duncan Browning

_____
Declan Guy

_____
Jesse Monaco

_____
Frith Murray

_____
John Truden

_____
Curtis Stillie

# Schedule 1

**Effective November 1, 2021**
**(3% Increase)**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| **Food & Beverage** | | | | |
| Bar Person | 15.20 | 15.66 | 15.66 | 15.84 |
| Sr. Food & Bev. Person | 17.00 | 18.84 | 19.20 | 19.58 |
| Bus Person | 15.20 | 15.66 | 15.66 | 15.97 |
| Cashier/Barista | 15.20 | 15.66 | 16.04 | 16.36 |
| Cook | 15.66 | 17.55 | 17.90 | 18.26 |
| **Day Care** | | | | |
| Day Care Person | 15.20 | 16.97 | 17.31 | 17.66 |
| Senior Day Care Person | 18.31 | 18.67 | 20.64 | 21.05 |
| **Patrol** | | | | |
| Dispatch | 15.20 | 16.24 | 17.72 | 18.07 |
| Patrol Avalanche Forecasting Coordinator | 24.92 | 24.92 | 24.92 | 25.41 |
| Patrol First Aid Coordinator | 22.91 | 22.91 | 22.91 | 23.35 |
| Patrol Technical Rescue Coordinator | 23.39 | 23.39 | 23.39 | 23.87 |
| Volunteer Patrol Coordinator | 22.91 | 22.91 | 22.91 | 23.35 |
| Avalanche Forecaster | 21.88 | 21.88 | 21.88 | 22.32 |
| Assist. Avalanche Forecaster | 20.62 | 20.62 | 20.62 | 21.03 |
| Ski Patroller | 15.20 | 16.42 | 19.45 | 19.84 |
| Assistant Ski Patrol Leader | 25.95 | 25.95 | 25.95 | 26.44 |
| **Snowsports School** | | | | |
| Ski School/Office Clerk | 15.20 | 15.66 | 17.48 | 17.83 |
| Ski School Instructor Level 1 | 16.04 | 16.04 | 16.04 | 16.04 |
| Ski School Instructor Level 2 | 19.04 | 19.04 | 19.04 | 19.04 |
| Ski School Instructor Level 3 | 22.00 | 22.00 | 22.00 | 22.00 |
| AST Level 1 Instructor | 20.17 | 20.17 | 20.17 | 20.57 |
| **Lift Operations** | | | | |
| Lift Hosts | 15.20 | 15.66 | 18.31 | 18.67 |
| **Guest Services** | | | | |
| Senior Ticket Cashier | 17.72 | 19.94 | 22.61 | 23.06 |
| Ticket Cashier | 15.20 | 15.66 | 17.25 | 17.60 |
| **Marketing** | | | | |
| Snow Reporter | 15.20 | 15.66 | 15.66 | 15.97 |
| Marketing Assistant | 15.20 | 15.66 | 21.12 | 21.54 |
| **Buildings, Roads & Parking** | | | | |
| Building Mtc. Person | 15.20 | 16.24 | 17.37 | 17.72 |
| Parking Attendants | 15.20 | 15.66 | 15.66 | 15.97 |
| Janitor | 15.20 | 15.66 | 17.94 | 18.30 |
| **Maintenance** | | | | |
| Maintenance Person | 18.31 | 22.07 | 25.84 | 26.36 |
| Journeyman | 32.78 | 32.78 | 32.78 | 33.43 |
| **Hill & Trail** | | | | |
| Snow Cat Operator | 22.15 | 23.63 | 25.63 | 26.14 |
| Snow Making | 15.20 | 15.66 | 18.31 | 18.67 |
| Terrain Park Attendant | 15.20 | 15.66 | 18.31 | 18.67 |
| Junior Equipment Operator | 15.20 | 16.87 | 20.90 | 21.32 |
| Senior Equipment Operator | 25.12 | 25.12 | 25.12 | 25.63 |
| Summer Labourer/Hand Tools | 17.02 | 17.95 | 19.44 | 19.83 |
| Chain Saw/Brusher | 22.25 | 23.68 | 25.12 | 25.63 |

Increase excludes Step 1 minimum wage

# Schedule 1

**Effective November 1, 2022**
**(4% Increase)**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| **Food & Beverage** | | | | |
| Bar Person | 15.81 | 16.28 | 16.28 | 16.48 |
| Sr. Food & Bev. Person | 17.67 | 19.59 | 19.97 | 20.36 |
| Bus Person | 15.81 | 16.28 | 16.28 | 16.61 |
| Cashier/Barista | 15.81 | 16.28 | 16.68 | 17.01 |
| Cook | 16.29 | 18.25 | 18.62 | 18.99 |
| **Day Care** | | | | |
| Day Care Person | 15.81 | 17.65 | 18.01 | 18.37 |
| Senior Day Care Person | 19.05 | 19.42 | 21.47 | 21.90 |
| **Patrol** | | | | |
| Dispatch | 15.81 | 16.89 | 18.42 | 18.79 |
| Patrol Avalanche Forecasting Coordinator | 25.91 | 25.91 | 25.91 | 26.43 |
| Patrol First Aid Coordinator | 23.82 | 23.82 | 23.82 | 24.28 |
| Patrol Technical Rescue Coordinator | 24.33 | 24.33 | 24.33 | 24.82 |
| Volunteer Patrol Coordinator | 23.82 | 23.82 | 23.82 | 24.28 |
| Avalanche Forecaster | 22.75 | 22.75 | 22.75 | 23.21 |
| Assist. Avalanche Forecaster | 21.45 | 21.45 | 21.45 | 21.87 |
| Ski Patroller | 15.81 | 17.07 | 20.22 | 20.63 |
| Assistant Ski Patrol Leader | 26.98 | 26.98 | 26.98 | 27.50 |
| **Snowsports School** | | | | |
| Ski School/Office Clerk | 15.81 | 16.28 | 18.18 | 18.54 |
| Ski School Instructor Level 1 | 16.68 | 16.68 | 16.68 | 16.68 |
| Ski School Instructor Level 2 | 19.80 | 19.80 | 19.80 | 19.80 |
| Ski School Instructor Level 3 | 22.88 | 22.88 | 22.88 | 22.88 |
| AST Level 1 Instructor | 20.97 | 20.97 | 20.97 | 21.39 |
| **Lift Operations** | | | | |
| Lift Hosts | 15.81 | 16.28 | 19.05 | 19.42 |
| **Guest Services** | | | | |
| Senior Ticket Cashier | 18.42 | 20.74 | 23.51 | 23.98 |
| Ticket Cashier | 15.81 | 16.28 | 17.94 | 18.31 |
| **Marketing** | | | | |
| Snow Reporter | 15.81 | 16.28 | 16.28 | 16.61 |
| Marketing Assistant | 15.81 | 16.28 | 21.96 | 22.40 |
| **Buildings, Roads & Parking** | | | | |
| Building Mtc. Person | 15.81 | 16.89 | 18.06 | 18.42 |
| Parking Attendants | 15.81 | 16.28 | 16.28 | 16.61 |
| Janitor | 15.81 | 16.28 | 18.66 | 19.04 |
| **Maintenance** | | | | |
| Maintenance Person | 19.05 | 22.96 | 26.88 | 27.41 |
| Journeyman | 34.10 | 34.10 | 34.10 | 34.77 |
| **Hill & Trail** | | | | |
| Snow Cat Operator | 23.03 | 24.57 | 26.65 | 27.19 |
| Snow Making | 15.81 | 16.28 | 19.05 | 19.42 |
| Terrain Park Attendant | 15.81 | 16.28 | 19.05 | 19.42 |
| Junior Equipment Operator | 15.81 | 17.55 | 21.73 | 22.17 |
| Senior Equipment Operator | 26.13 | 26.13 | 26.13 | 26.65 |
| Summer Labourer/Hand Tools | 17.70 | 18.67 | 20.21 | 20.62 |
| Chain Saw/Brusher | 23.14 | 24.63 | 26.13 | 26.65 |

# Schedule 1

**Effective November 1, 2023**
**(4% Increase)**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| **Food & Beverage** | | | | |
| Bar Person | 16.44 | 16.93 | 16.93 | 17.13 |
| Sr. Food & Bev. Person | 18.38 | 20.38 | 20.77 | 21.18 |
| Bus Person | 16.44 | 16.93 | 16.93 | 17.27 |
| Cashier/Barista | 16.44 | 16.93 | 17.35 | 17.69 |
| Cook | 16.94 | 18.98 | 19.36 | 19.75 |
| **Day Care** | | | | |
| Day Care Person | 16.44 | 18.36 | 18.73 | 19.10 |
| Senior Day Care Person | 19.81 | 20.20 | 22.33 | 22.77 |
| **Patrol** | | | | |
| Dispatch | 16.44 | 17.57 | 19.16 | 19.54 |
| Patrol Avalanche Forecasting Coordinator | 26.95 | 26.95 | 26.95 | 27.48 |
| Patrol First Aid Coordinator | 24.78 | 24.78 | 24.78 | 25.26 |
| Patrol Technical Rescue Coordinator | 25.30 | 25.30 | 25.30 | 25.81 |
| Volunteer Patrol Coordinator | 24.78 | 24.78 | 24.78 | 25.26 |
| Avalanche Forecaster | 23.66 | 23.66 | 23.66 | 24.14 |
| Assist. Avalanche Forecaster | 22.30 | 22.30 | 22.30 | 22.75 |
| Ski Patroller | 16.44 | 17.76 | 21.03 | 21.46 |
| Assistant Ski Patrol Leader | 28.06 | 28.06 | 28.06 | 28.60 |
| **Snowsports School** | | | | |
| Ski School/Office Clerk | 16.44 | 16.93 | 18.91 | 19.28 |
| Ski School Instructor Level 1 | 17.35 | 17.35 | 17.35 | 17.35 |
| Ski School Instructor Level 2 | 20.59 | 20.59 | 20.59 | 20.59 |
| Ski School Instructor Level 3 | 23.80 | 23.80 | 23.80 | 23.80 |
| AST Level 1 Instructor | 21.81 | 21.81 | 21.81 | 22.25 |
| **Lift Operations** | | | | |
| Lift Hosts | 16.44 | 16.93 | 19.81 | 20.20 |
| **Guest Services** | | | | |
| Senior Ticket Cashier | 19.16 | 21.57 | 24.45 | 24.94 |
| Ticket Cashier | 16.44 | 16.93 | 18.66 | 19.04 |
| **Marketing** | | | | |
| Snow Reporter | 16.44 | 16.93 | 16.93 | 17.27 |
| Marketing Assistant | 16.44 | 16.93 | 22.84 | 23.29 |
| **Buildings, Roads & Parking** | | | | |
| Building Mtc. Person | 16.44 | 17.57 | 18.78 | 19.16 |
| Parking Attendants | 16.44 | 16.93 | 16.93 | 17.27 |
| Janitor | 16.44 | 16.93 | 19.41 | 19.80 |
| **Maintenance** | | | | |
| Maintenance Person | 19.81 | 23.87 | 27.95 | 28.51 |
| Journeyman | 35.46 | 35.46 | 35.46 | 36.16 |
| **Hill & Trail** | | | | |
| Snow Cat Operator | 23.95 | 25.56 | 27.72 | 28.27 |
| Snow Making | 16.44 | 16.93 | 19.81 | 20.20 |
| Terrain Park Attendant | 16.44 | 16.93 | 19.81 | 20.20 |
| Junior Equipment Operator | 16.44 | 18.25 | 22.60 | 23.06 |
| Senior Equipment Operator | 27.17 | 27.17 | 27.17 | 27.72 |
| Summer Labourer/Hand Tools | 18.40 | 19.42 | 21.02 | 21.45 |
| Chain Saw/Brusher | 24.06 | 25.61 | 27.17 | 27.72 |

# Schedule 1

**Effective November 1, 2024**
**(5% Increase)**

| | Step 1 | Step 2 | Step 3 | Step 4 |
|---|---|---|---|---|
| **Food & Beverage** | | | | |
| Bar Person | 17.26 | 17.78 | 17.78 | 17.99 |
| Sr. Food & Bev. Person | 19.30 | 21.39 | 21.80 | 22.24 |
| Bus Person | 17.26 | 17.78 | 17.78 | 18.14 |
| Cashier/Barista | 17.26 | 17.78 | 18.21 | 18.58 |
| Cook | 17.78 | 19.93 | 20.33 | 20.74 |
| **Day Care** | | | | |
| Day Care Person | 17.26 | 19.28 | 19.66 | 20.06 |
| Senior Day Care Person | 20.80 | 21.21 | 23.44 | 23.91 |
| **Patrol** | | | | |
| Dispatch | 17.26 | 18.45 | 20.12 | 20.52 |
| Patrol Avalanche Forecasting Coordinator | 28.30 | 28.30 | 28.30 | 28.86 |
| Patrol First Aid Coordinator | 26.02 | 26.02 | 26.02 | 26.52 |
| Patrol Technical Rescue Coordinator | 26.57 | 26.57 | 26.57 | 27.10 |
| Volunteer Patrol Coordinator | 26.02 | 26.02 | 26.02 | 26.52 |
| Avalanche Forecaster | 24.85 | 24.85 | 24.85 | 25.35 |
| Assist. Avalanche Forecaster | 23.42 | 23.42 | 23.42 | 23.89 |
| Ski Patroller | 17.26 | 18.65 | 22.08 | 22.53 |
| Assistant Ski Patrol Leader | 29.47 | 29.47 | 29.47 | 30.03 |
| **Snowsports School** | | | | |
| Ski School/Office Clerk | 17.26 | 17.78 | 19.85 | 20.25 |
| Ski School Instructor Level 1 | 18.22 | 18.22 | 18.22 | 18.22 |
| Ski School Instructor Level 2 | 21.62 | 21.62 | 21.62 | 21.62 |
| Ski School Instructor Level 3 | 24.98 | 24.98 | 24.98 | 24.98 |
| AST Level 1 Instructor | 22.90 | 22.90 | 22.90 | 23.36 |
| **Lift Operations** | | | | |
| Lift Hosts | 17.26 | 17.78 | 20.80 | 21.21 |
| **Guest Services** | | | | |
| Senior Ticket Cashier | 20.12 | 22.65 | 25.68 | 26.19 |
| Ticket Cashier | 17.26 | 17.78 | 19.59 | 19.99 |
| **Marketing** | | | | |
| Snow Reporter | 17.26 | 17.78 | 17.78 | 18.14 |
| Marketing Assistant | 17.26 | 17.78 | 23.98 | 24.46 |
| **Buildings, Roads & Parking** | | | | |
| Building Mtc. Person | 17.26 | 18.45 | 19.72 | 20.12 |
| Parking Attendants | 17.26 | 17.78 | 17.78 | 18.14 |
| Janitor | 17.26 | 17.78 | 20.38 | 20.79 |
| **Maintenance** | | | | |
| Maintenance Person | 20.80 | 25.07 | 29.35 | 29.93 |
| Journeyman | 37.23 | 37.23 | 37.23 | 37.97 |
| **Hill & Trail** | | | | |
| Snow Cat Operator | 25.15 | 26.83 | 29.10 | 29.69 |
| Snow Making | 17.26 | 17.78 | 20.80 | 21.21 |
| Terrain Park Attendant | 17.26 | 17.78 | 20.80 | 21.21 |
| Junior Equipment Operator | 17.26 | 19.16 | 23.73 | 24.21 |
| Senior Equipment Operator | 28.53 | 28.53 | 28.53 | 29.10 |
| Summer Labourer/Hand Tools | 19.32 | 20.39 | 22.07 | 22.52 |
| Chain Saw/Brusher | 25.27 | 26.89 | 28.53 | 29.10 |

Schedule 1…cont.

1. Employees who are returning to work following their first season of work will automatically graduate to the next highest rate in their classification on the 1st day of their respective anniversary date of their hiring. Employees who achieve 2240 hours of Department seniority will graduate to the Step 3 rate, 7000 hours of Department seniority will graduate to the Step 4 rate. Employees currently receiving senior rates will continue to receive those rates until they voluntarily vacate that position. Employees who have completed their first season and move to another job will receive no less that the intermediate rate on the job they move to.

2. In the event of a vacancy due to sickness, vacation or other approved leave of absences, in any of the senior classifications, the Employer agrees to appoint the most senior qualified applicant to the vacant position at their applicable step rate.

3. No employee shall suffer any loss as a result of the restructuring of this Schedule 1.

4. Instructors will receive an additional two dollars and fifty cents per hour ($2.50/hr) upon completion of their Level IV certification. Instructors holding dual certification in two of the following: CADS, Park, Alpine Ski Coach (ACA), Free Ride Coach (IFSA), snow-boarding, skiing or equivalent certification will receive an additional two hundred dollars ($200) allowance per season.

5. Departments

| **Department** | **Classifications** |
|---|---|
| Administration | Information Clerk |
| Ticket Office | Senior Ticket Cashier; Ticket Cashier |
| Snow Sports School | Ski School Instructor; Ski School Office Clerk; AST 1 Instructor |
| Kindercare | Senior Day Care Person; Day Care Person |
| Marketing | Marketing Assistant; Snow Reporter |
| Sourdough Alley Cafeteria | Bus Person; cook; Cashier; Barista; Senior Food & Beverage Person |
| Paradise Lodge | Bus Person; cook; Cashier; Barista; Senior Food & Beverage Person |
| Rafters Bar | Bar Person |
| Patrol | Assistant Ski Patrol Leader; Ski Patroller; Dispatch; Avalanche Forecaster; Asst. Avalanche Forecaster |
| Buildings | Building Maintenance Person; Janitor; Parking Attendant |
| Hill and Trail | Snow Cat Operator |
| Maintenance | Maintenance Person; Journeyman |
| Lift Operations | Lift Host |

6. No employee shall incur a loss of seniority (either Company or Department), wages, or any other intended benefit as a result of the implementation of this schedule 1.

7. Night Shift premium - Snow Cat Operators will receive an additional $2.00 per hour while working night shift.

8. Designated OFA Attendant during Off-Season (closing day to opening day).
   The most senior, qualified employee will be designated as OFA Attendant for each operating day during the off season. This employee will be paid $2.00/hr worked in addition to their regular rate of pay.

   Designated OFA Coordinator During Operating Season (Opening day to closing day).
   The most senior, qualified, employee in Dispatch will be designated as OFA Coordinator for each operating day during the operating season. If Dispatch employee does not have OFA certification, this amount will go to the most senior, qualified employee with OFA. This employee will be paid $2.00 per hour worked in addition to their regular rate of pay.

## SCHEDULE 2 - EQUIPMENT ALLOWANCES AND PREMIUMS

### Professional Ski Patrol Equipment Allowance

Eight hundred dollars ($800.00) per season (Pro-rated where necessary, over an assumed 4 month season, e.g. Patroller works 3 months, receives 75% of equipment allowance.)

### Ski Equipment Allowance

Any employee who is required to use his/her personal ski equipment for a major portion of any working day to perform his/her designated task shall receive shop rental at cost to the Company. Snow Sports School Instructors shall receive four hundred dollars ($400.00) per season, pro-rated based on two hundred-fifty (250) instruction hours. Lift Operators who have achieved Step 2 wage classification shall receive one hundred dollars ($100) per season, pro-rated based on three hundred (300) hours worked. Lift Operators who have achieved Step 3 wage classification shall receive four hundred dollars ($400) per season, pro-rated based on three hundred (300) hours worked, every second ski season.

All employees will receive 25% off all ski tune-ups per season.

### Lead Hand Premium

In addition to the above hourly rates, an employee shall receive $1.50 per hour in the event he/she is called upon to act in their capacity as lead hand.

### Professional Chef Ticket Premium

In addition to the above hourly rates, an employee shall receive two dollars ($2.00) per hour if they hold a Red Seal Chef designation or equivalent international certification.

### Premiums:

In addition to the above hourly rates, an employee shall receive premiums as set out below for each of the following upon being hired by the Company:

| | |
|---|---|
| CAA Level 1 | $1.00 per hour |
| CAA Level 2 | $1.50 per hour |
| Worksafe Blasting ticket | $0.50 per hour |

## LETTER OF UNDERSTANDING No. 1

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***CASUAL WORKERS & EMPLOYEES WITH PURCHASED SEASON PASS***

Casual employees will receive a day pass, valid for one (1) calendar year, for each day and every day worked. These passes are for the employee's personal use, but may also be given to family members.

Employees who have purchased a season pass will be reimbursed the cost of their season pass as follows:

One (1) regular hour of work at Red Mountain Resort entitles the employee to a refund of 1% of the value of the season pass purchased by the employee. Qualified employees will receive their refunds in the pay period in which they achieve 100 regular hours of work or in their final pay if fewer than 100 regular hours have been worked by that time.

Signed:

| **RED RESORT LIMITED PARTNERSHIP** | **UNITED STEELWORKERS LOCAL 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING No. 2

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: CONTRACTING OUT***

The Company shall not contract out any jobs covered by this contract if there are employees at work or on lay-off who can perform the work in question.

No employee in the Bargaining Unit shall be laid off or suffer a loss of hours or pay as a result of the contracting out of bargaining unit work.

Signed:

| **RED RESORT LIMITED PARTNERSHIP** | **UNITED STEELWORKERS LOCAL 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING No. 3

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: INFORMATIONAL MEETINGS***

It is recognized that employees of the Company have a keen interest in the ongoing operational and financial activities. To permit an exchange of ideas to achieve an improvement in the skiing experience for members, representatives of the Union will meet with representatives of the Company three (3) times a year. Such meetings will have a formal agenda agreed upon in advance and are not intended to impinge upon Management rights.

In addition, the Manager will meet with representatives of the Union on a monthly basis to discuss matters of mutual concern. All of the above meetings shall be conducted on a voluntary basis outside normal working hours.

Signed:

| **RED RESORT LIMITED PARTNERSHIP** | **UNITED STEELWORKERS LOCAL 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING No. 5

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: CARPENTRY WORK***

Red Mountain agrees to make carpentry work available to Bargaining Unit employees who possess sufficient carpentry skills to do the available work. When such an assignment is made, the employee will be paid at the Senior Maintenance person rate.

Signed:

| **RED RESORT LIMITED PARTNERSHIP** | **UNITED STEELWORKERS LOCAL 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 8

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: SKI PATROL EQUIPMENT ALLOWANCE***

This letter is to clarify the intent of the ski equipment allowance in Schedule 2 of the Collective Agreement.

Full time employees receive their full time Ski Patrol Equipment Allowance, injuries notwithstanding. Equipment allowances will be reduced on a pro-rated basis for full time employees who take time off on a voluntary basis. The amount will be pro-rated beginning after the first full month off and will be calculated on a weekly rate, retroactive to all time taken off, based on a four month season. If the full time employee is injured on the job, they will still receive a full time equipment allowance.

Employees hired as part time will receive either 50% of the entitlement for the full time Equipment Allowance, or the pro-rated amount, whichever is the lesser, no matter how many hours worked over the season. Part time employees filling in for injured full time employees are considered temporary full time, and will not qualify for the full time Equipment Allowance. Should such part time employee continue to fill in for an injured employee into the next ski season, they shall then be entitled to receive their full time equipment allowance.

Casual employees shall receive no equipment allowance.

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 9

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***SENIOR SNOW CAT OPERATOR RATE***

Once a Snow Cat Operator attains 2840 hours of departmental seniority he will move into the junior rate (Step 1) of the Senior Snow Cat Operator Classification of Schedule 1 and when that same person attains 3440 hours of departmental seniority he will move into the intermediate rate (Step 2) of the Senior Cat Operator Classification of Schedule 1 and when that same person attains 4040 hours of departmental seniority he will move into the senior rate (Step 3) of the Senior Cat Operator Classification of Schedule 1.

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 13

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: EXCLUDED POSITION***

The Parties agree for the term of the Collective Agreement that the following position referred to in article 1.01 be the excluded.

President and General Manager
Chief Financial Officer
HR and Safety Director
Accounting Supervisor
Accounting Assistant
Outdoor Operations Director
Maintenance Manager
Facilities Manager
Ski Patrol Director
Lift Operations Manager
Assistant Lift Operations Manager
Hill and Trail Supervisor
Sales and Marketing Director
Sales Manager
Guest Services Manager
Group Sales and Volunteer Coordinator
Events Manager
Events Coordinator
Snow School Director
Assistant Snow School Director
Food and Beverage Director
Food and Beverage Manager
Rafters Bar Manager

Signed

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 14

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***MANAGEMENT PERFORMING WORK***

The Parties agree for the term of the Collective Agreement that the Snow School Director and Assistant Director may teach private or group lessons in order to maintain their proficiency.

In doing so these individuals will limit such teaching to no more than three times per week.

The Snow School Management group will continue to provide developmental training to Snow School Instructors.

Signed

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 15

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***AST LEVEL 1 INSTRUCTORS***

Classification

Instructors will work for Snow Sports School while engaged in instructing AST Level 1 courses, and will accumulate seniority in that department.

Compensation

For each complete AST Level 1 session given, the instructor will be paid a maximum of the hourly rate for 19.0 hours, and time and one half for 3.0 hours.

The instructor will also earn a commission of 20% of the residual (revenue less fixed costs), which increases with the number of participants in the course (see Schedule 1 attached).

Participant/Instructor Ratios

Red Mountain reserves the right to set both the minimum and maximum number of participants per session that can be taught by one instructor. Currently, in accordance with CAA recommendations, the maximum ratio of participants to instructors is 8:1.

Right to Use Contractors

Red Mountain reserves the right to engage independent contractors to teach AST Level 1 courses if:

(1) There are no bargaining unit employees willing or available to instruct the course(s); or

(2) Engaging a bargaining unit employee to teach a course would result in overtime in excess of the 3 hours as set out above.

Schedule 1

December, 2021
AST Level 1 Course
Instructor Compensation

Cost per participant $285.00

| Number of Participants | 4 | 5 | 6 | 7 | 8 |
|---|---|---|---|---|---|
| Revenue $ | 1140.00 | 1425.00 | 1710.00 | 1995.00 | 2280.00 |
| Costs: | | | | | |
| Snowsports Admin (20%) | 228.00 | 285.00 | 342.00 | 399.00 | 456.00 |
| Material Costs (Per Person) ($25) | 100.00 | 125.00 | 150.00 | 175.00 | 200.00 |
| Instructor Wages & Benefits (Hr *20) | 435.69 | 435.69 | 435.69 | 435.69 | 435.69 |
| Residual | 317.85 | 520.85 | 723.85 | 926.85 | 1129.85 |
| Instructor commission: | | | | | |
| % of Residual (20%) $ | 63.57 | 104.17 | 144.77 | 185.37 | 225.97 |

**FOR ILLUSTRATIVE PURPOSES ONLY, PRICES AND COSTS ARE SUBJECT TO CHANGE WITHOUT NOTICE**

*Evening 1 - 3hrs; Day 1 – 8hr; Evening 2 – 3 hr; Day 2 – 8 hr (20 hr regular + 3 hr OT)

## LETTER OF UNDERSTANDING NO. 17

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***AVALANCHE EQUIPMENT***

It is recognized that Ski Patrollers' require specialized equipment for avalanche control and rescue. The Company agrees to provide all required avalanche equipment to all full-time and part-time ski patrollers. Such equipment will be made available for any other employees required to use such equipment.

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 18

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***SNOWSPORTS PROGRAMMING & ASSIGNMENTS***

It is recognized that Instructors can be scheduled for weekly programs including clubs, multiday camps or specialty programs as defined by the Company. These programs require scheduling the same instructor to provide continuity for clients, professionalism and to allow the programs to operate successfully. As per Article 8.03, programs will be assigned based on seniority, availability, relevant experience and suitability. Once an employee is assigned a program, they will be maintained for the duration of that program.

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 19

*BETWEEN:* ***RED RESORT LIMITED PARTNERSHIP***

*AND:* ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT:*** ***SEASONAL EMPLOYEES RECALL***

It is recognized that in order for Red Mountain Resort to employ qualified and experienced employees, the hiring process for all seasonal employees must begin earlier to compete with other resorts. All seasonal employees shall inform the Company in writing or electronically, of his/her intent to return to work for the upcoming season by the end of business on the first weekday in September. Failure to provide notice to the employer will result in the employees forfeiting his/her right to recall to work under provision 8.07.

Returning employees must also re-confirm their intent to return no later than the 14th of September each season. Failure to do so will result in the employees forfeiting his/her right to recall to work under provision 8.07.

| **Red Resort Limited Partnership** | **United Steelworkers Local 9705** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

## LETTER OF UNDERSTANDING NO. 20

BETWEEN: ***RED RESORT LIMITED PARTNERSHIP***

AND: ***UNITED STEELWORKERS LOCAL 9705***

***SUBJECT: APPRENTICESHIP TRAINING***

This letter outlines the Apprenticeship Training requirements.

1. For an apprentice absent from the job due to attendance at the provincial apprenticeship school, the Company will pay the apprentice his standard hourly pay less the allowance paid from Government sources. The Company also will pay for any lodging and course fees that occur. Should an apprentice fail to pass school term examinations and is permitted to repeat the same, the Company shall not be obligated to pay the apprentice as provided in this Collective Agreement while he is repeating his school term.

2. Tools, text books, and trade manuals pertaining to the trade and judged to be necessary by the Company, will be classified as necessary tools for the purpose of rebates. All rebates shall be subject to the approval of the Company. The trade tools, texts and manuals rebate will be 100% of the actual cost.

3. The rates of pay for apprentices shall be in accordance with the following scale. The hourly rate of pay shall be calculated as a percentage of the appropriate journeyman hourly rate of pay for the journeyman trade in which the Apprentice is engaged.

| | |
|---|---|
| First year | Step 3 Senior Maintenance person |
| Second year | 5% increase |
| Third year | 10% increase |
| Fourth year | 10% increase (or to Step 3 Journeyman Wage) |