
COLLECTIVE AGREEMENT

BETWEEN



UNITED STEELWORKERS LOCAL 1-405

AND

**RESORTS OF THE CANADIAN ROCKIES INC.
KIMBERLEY ALPINE RESORT**

Effective November 1, 2019 – Expires October 31, 2022

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ARTICLE 1 – RECOGNITION OF THE UNION

1.01 Employees Covered by the Agreement

- (a) The word "employee" as used in this agreement means all persons employed by the Kimberley Alpine Resort except those persons excluded from the bargaining unit by the Labour Relations Code or a Letter of Understanding.
- (b) If a dispute should arise as to whether a person is an employee, as defined in the Labour Relations Code, such dispute shall be handled as if it were a Step 3 Grievance. If the dispute remains unresolved after a meeting between the Grievance Committees of the Resort and the Union, the dispute may be referred by either party to the Labour Relations Board for decision.
- (c) Persons occupying jobs listed in Schedule "B" to this Agreement shall be excluded from the bargaining unit.

1.02 Union Recognition

The Resort recognizes the Union as the exclusive representative of employees covered by this Agreement, for the purpose of conducting collective bargaining regarding rates of pay, hours of work and all other working conditions. The Resort will continue to recognize the Union as long as the Union retains its right to conduct collective bargaining on behalf of such employees.

1.03 Power of the Bargaining Unit

- (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, and during instances of financial emergency which shall be reviewed and agreed to by both parties to the Agreement.
- (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

The number of voluntary patrollers will not exceed the number of paid patrollers on any given day except by mutual consent of the Company and the Union. The Union will not unreasonably withhold consent. In the event of a partial operation event (eg: lift down, run closure, lack of snow) all pro patrollers will be utilized before volunteers.

1.04 Contracting Out

- (a) Subject to the provisions of Article 2.03, the Resort shall not contract out bargaining unit work if there are employees at work or on lay-off who can perform the work in question.
- (b) Subject to the provisions of Article 2.03, 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.

1.05 Union Check-Off

Each pay period, the Resort agrees to deduct from the earnings of every employee covered by this Agreement, fees plus monthly Union Dues in accordance with International Union guidelines.

All Employees covered and included under this agreement, as a condition of continued employment, must become members of the Union and maintain membership therein throughout the term of this Agreement, as a condition of continued employment.

If an Employee refuses to pay Union dues within seven (7) days after being notified, such Employee shall be discharged forthwith by the company.

- (a) Dues will be forwarded to the office of the Union at:

United Steelworkers
PO Box 9083
Commerce Court Postal Station
Toronto, ON M5L 1K1

Such dues will be forwarded no later than thirty (30) days following deduction.

The union dues remittance shall be accompanied by a completed USWA R115 form with a copy faxed to:

United Steelworkers Local 1-405
#201 – 105 9th Ave S
Cranbrook, BC V1C 2M1

The Union will give reasonable notice in writing to the Company of any changes in the amounts which the Company is required to deduct.

- (b) The term "fees", as used in this Article, includes Union Assistance assessments, and the Humanity Fund.
- (c) Notwithstanding anything in this Article to the contrary, there shall be no financial responsibility on the Resort to honour the assignment of fees and

dues unless the Resort owes the employee sufficient unpaid wages to pay the dues and fees assigned.

- (d) The Employer recognizes that all Union dues deducted from the employees is the employee's money, held in trust by the Employer, until forwarded to the Union under the terms of this Agreement.

The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

- (e) The Company agrees to report the amount of total Union dues paid by each employee on their annual T4 slip.

For purpose of this Article, paid days on vacation and paid statutory holidays will be considered as days worked.

1.06 Discrimination Prohibited

- (a) The Resort agrees that there shall be no intimidation or discrimination against any employee by reason of the legitimate activities of that employee as a member, Shop Steward or Officer of the Union.
- (b) The Union agrees there shall be no intimidation or discrimination on its part towards any employee of the Resort who elects not to become a member of the Union.
- (c) The Resort agrees that neither it, nor any of its officers or employees shall intimidate or discriminate against any employee for any reason. Nothing in this Article shall be construed as restricting the ability of the Resort to impose discipline upon an employee in an appropriate manner.
- (d) The Union agrees that neither it, nor any of its officers or members shall intimidate or discriminate against any officer of the Resort or any other employee for any reason.

- (e) Anti-Sexual and Anti-Racial Harassment

1. The Resort and the Union shall work to maintain a working environment which is free from sexual and/or racial harassment.
2. For the purpose of this clause, "sexual harassment" includes:
 - (a) unwanted sexual attention of a persistent or abusive nature, made by a person who knows or ought reasonably to know that such attention is unwanted; or
 - (b) implied or expressed promise of reward for complying with a

- sexually oriented request; or
 - (c) implied or expressed threat or reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or;
 - (d) sexually oriented remarks and/or behaviour which may reasonably be perceived to create a negative psychological and/or emotional environment for work and study.
3. For the purpose of this clause, "racial harassment" includes:
- (a) engaging in a course of comment or conduct that is known or ought reasonably to be known to be unwelcome where such comment or conduct consists of words or action by the company, supervisor, or a co-worker in the bargaining unit, which disrespects or causes humiliation to a bargaining unit employee because of his or her race, colour, creed, ancestry, place of origin or ethnic origin.

1.07 Strikes and Lock-Outs Prohibited

The Union agrees there will be no strikes and the Resort agrees there will be no lock-outs during the life of this Agreement.

For the purpose of this Agreement, the word "strike" shall include:

- (a) a cessation of work
- (b) a refusal to work
- (c) a refusal to continue to work
- (d) an act or omission that is intended to or does restrict or limit production or services by employees in combination, in concert or in accordance with a common understanding, for the purpose of compelling their employer to agree to terms or conditions of employment, or of compelling another employee to agree to terms or conditions of employment of his employees and "to strike" has a similar meaning.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Resort Right to Manage

The Union recognizes the undisputed right of the Resort to operate and manage its operations in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to time, rules and regulations to be observed by employees, such rules and regulations shall not be inconsistent with the provisions of this Agreement.

2.02 Hiring and Discipline

The Resort shall have the right to select which persons shall become new employees and which employees shall be promoted in keeping with the terms of this agreement.

The Resort shall have the right to discipline, demote and discharge employees for just and sufficient cause. **An employee may request that notes, warnings, and suspensions on discipline may be removed from the employee's file upon written request of the employee to the HR Manager after 30 months. This request will not be reasonably withheld if no other incidences of any kind have been added.**

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

2.03 Continued Operation

- (a) Nothing contained in this Agreement shall be deemed to obligate the Resort to continue to operate its operations, or any part thereof.
- (b) Should the Resort discontinue to operate any part of its operations which would result in the displacement of employees, the Resort agrees to meet and discuss with the Union the displacement of such employees and, where possible, relocate the affected employees to other jobs.

2.04 Selection of Supervisors

The **assignment** of supervisory personnel shall be entirely at the discretion of the Resort.

Supervisors are assigned to supervise other workers (at least one other employee), to provide leadership on behalf of management in offering a safe and positive environment for staff and guests, and to oversee their area of operation in a responsible manner. They generally perform the same work as employees, they give instructions and assign tasks under the direction of management, and they act as a communication conduit between management and staff. Discipline of workers is the responsibility of management.

Supervisors are assigned based on skills and knowledge of the specific tasks, and their aptitude to supervise others. Seniority will be the deciding factor when all other things are equal.

The length of the assignment is defined when assigned and can be ended with just cause and subject to the grievance procedure. The union will be notified of Supervisor assignments and the length of said assignment.

Employees will have the opportunity when submitting their recall to identify themselves as potential candidates for that particular season.

ARTICLE 3 – POSTINGS AND VACANCIES

3.01 Job Postings

- (a) When a vacancy occurs in any regular position, the Resort shall post a notice of the position, including qualifications, classification and wage rate, whether permanent or temporary, start date and approximate end date, on all designated bulletin boards for five (5) calendar days. Existing employees will have the opportunity to apply for the vacant position to the General Manager or such other person as may be designated on the notices. Application forms will be made available by the Resort.

The designated bulletin boards for Job Postings are:

Ski Patrol
Panabode (outside operations)
Food and Beverage Staff Room
Slope side Lunch Room
Maintenance Shop

- (b) In the event of a posting of a notice of a position prior to the date of recall, that posting will be considered temporary and will be posted for five (5) days, on the Job Phone 250-432-0307 and the Website www.skikimberley.com following September 9th, for ski season and April 23rd, for summer season.
- (c) The Company agrees to set up a job phone which will give details of all unionized job openings.

3.02 Preference to Existing Employees

An employee who is presently employed by the Resort, whether working, on lay-off or otherwise, shall be given a preference in the selection of the successful candidate to fill a vacant position, provided that the present employee possesses the ability, physical fitness, and qualifications to perform the job duties of the vacant position.

In this Article, "qualifications" includes knowledge, efficiency and ability. The Resort shall make the determination as to the qualifications of employee-applicants in a fair and equitable manner. In all cases, the question of whether or not the Resort made the determination in a fair and equitable manner shall be subject to the grievance procedure.

3.03 Right to Bid

Any employee shall have the right to bid on any job posting in any department. An employee who is appointed to fill a vacancy shall have the right to decline the appointment prior to starting work in the new job and in the qualifying period, as set out in Article 9.08, without loss of seniority or recall rights.

3.04 Temporary Placement

The Resort may, during the period prior to the appointment of the successful applicant to a vacant position, transfer an existing employee who is willing to be transferred and is able to do the job to fill the vacant position temporarily. In the event that no existing employee is both willing to be transferred, and able to do the job, any other person may be appointed to fill the vacant position temporarily, subject to Article 9.07. The Resort shall make every reasonable effort to ensure that the successful applicant for a vacant position be appointed and commence employment at the earliest opportunity.

3.05 Postings to Local Union

- (a) Copies of all job postings shall be sent to the United Steelworkers Local 1-405 on the day of the opening of the posting.
- (b) The name(s) of the successful applicant(s) to all job postings shall be sent to the United Steelworkers Local 1-405 within seven (7) days of the appointment.

ARTICLE 4 – GRIEVANCES

4.01 Grievance Defined

Any complaint, disagreement, or difference of opinion between the parties concerning the interpretation, application, operation or any alleged violation of any term or provision of this agreement shall be considered a grievance.

4.02 Grievance in Writing

- (a) A grievance shall be in writing, and shall set out the nature of the grievance and the remedy sought.
- (b) The grievance shall be presented to the other side no later than thirty (30) calendar days after the event that gave rise to the alleged grievance, or thirty calendar days from the time the employee(s) should reasonably have known of the event that gave rise to the alleged grievance, whichever is later.
- (c) Employees shall have the option of having a Shop Steward in attendance at all grievance meetings. A Shop Steward must be present at all meetings involving the imposition of discipline, suspension or discharge. **Shop Steward selection will be at the discretion of the employee from an agreed-to shop steward list, or in such case that the employee selected shop steward is not available, then a different steward will be assigned by the Unit Chair.**
- (d) The Resort may have any person of their choice representing them during grievance meetings and at all meetings involving the imposition of discipline, suspension and/or discharge.

4.03 Employee Grievance Procedure

- (a) Step 1: An employee with a grievance shall attempt to resolve the grievance with the immediate supervisor/manager, and, at the option of the employee, with the presence and assistance of a Shop Steward.
- Step 2: If the Step 1 procedure fails to resolve the grievance within seven (7) calendar days of the Step 1 meeting, the employee, Shop Steward and the Department Head shall attempt to resolve the grievance. Within seven (7) days of this meeting, the General Manager or his designate will provide a written response to the grievance.
- Step 3: If the Step 2 procedure fails to resolve the grievance within seven (7) calendar days of the Step 2 meeting, the grievance shall be referred to the Union with the Employee and the

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

Step 4: Failing settlement of the grievance within five (5) days of the Step 3 meeting, and within thirty (30) calendar days of the Step 3 reply, the grievance may then be referred to arbitration.

- (b) The time limits established in this Section 4.03 may be extended by mutual consent of the parties.

4.04 Employer Grievance

Upon an allegation by the Resort that the Union is in violation of any provision of this Agreement, the Resort may file a grievance, in writing, with the President of the Union within thirty (30) calendar days of the event that gave rise to the grievance alleged, or within thirty (30) calendar days from the time the Resort should reasonably have known of the event that gave rise to the alleged grievance, whichever is later.

4.05 Union Grievances

The Union may initiate a grievance on its own account if:

- (a) There is no aggrieved employee(s) possible of identification at the time a dispute arose; or
- (b) The grievance involves Resort policy affecting employees.

Union grievances may be filed with the Resort within thirty (30) calendar days of the event that gave rise to the grievance alleged, or within thirty (30) calendar days from the time the Union should reasonably have known of the event that gave rise to the alleged grievance, whichever is later.

4.06 Employer/Union Grievance Procedure

Any employer or Union grievances shall be submitted at Step 3 of the grievance procedure.

Failing settlement at Step 3, the grievance may then be referred by either party to arbitration.

4.07 Grievance Abandoned

Any grievance not presented to the Resort within thirty (30) calendar days of the event that gave rise to the grievance alleged, or thirty (30) calendar days from the

time the employee(s) or the Union should reasonably have known of the alleged grievance, whichever is later, shall be deemed to be abandoned, as shall any employer grievance not presented to the Union within thirty (30) calendar days.

Abandonment – Where the Employer informs the Union in writing that the grievance will be considered abandoned unless moved to the next step, and the Union does not reply within five (5) working days of receiving the notice, the said grievance will be considered abandoned and all further recourse to the grievance procedure forfeited. The same rule will apply to the Employer, if the Union notifies them about a grievance.

If a grievance is not submitted to the Step 1 grievance procedure within seven (7) calendar days of filing the grievance or is not submitted to the Step 2 grievance procedure within seven (7) calendar days of the Step 1 reply, or is not submitted to the Step 3 grievance procedure within seven (7) calendar days of the Step 2 reply, the grievance shall be deemed to be abandoned.

Any grievance not resolved at the Step 3 level that is not submitted to arbitration within thirty (30) calendar days of the Step 3 reply shall be deemed to be abandoned.

In this Article, the obligation of an employee to submit the grievance is satisfied by the employee having given notice to the Resort of an intention to proceed to the next level within the time period stated, whether or not a meeting at Step 1, 2 or 3 level takes place within the time period stated.

The obligation to submit is similarly satisfied with respect to the Union and employer grievances at the Step 3 level.

If a grievance has been deemed to have been abandoned, then all rights of recourse with respect to the subject matter of the grievance shall be at an end.

Nothing in this Article will prevent either party from extending the time limits by mutual agreement.

ARTICLE 5 – ARBITRATION

5.01 Regular Arbitration

Should a dispute be referred to Arbitration, the Parties shall agree on the Arbitrator, subject to availability within a reasonable period of time.

If the Parties cannot mutually agree upon an arbitrator within ten (10) calendar days of the decision to proceed to arbitration, the appointment shall be made by the Labour Relations Board of the Province of British Columbia, upon request of either party.

5.02 Expedited Arbitration

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or the interpretation, application, or operation or alleged violation of this Collective Agreement, an Arbitrator, or a substitute agreed to by the Parties, shall at the request of either party:

- (a) Investigate the difference;
- (b) Define the issue in the difference, and;
- (c) Make written recommendation to resolve the difference within five (5) calendar days from that date of appointment and for those five (5) calendar days from that date, time does not run in respect of the grievance procedure.

If the Parties cannot mutually agree upon an arbitrator within ten (10) calendar days of the decision to proceed to arbitration, the appointment shall be made by the Labour Relations Board of the Province of British Columbia, upon request of either party.

5.03 Binding Decision

The decision or recommendation of the arbitrator shall be final and binding on both parties.

5.04 Arbitrator's Expenses

All expenses of the arbitrator shall be borne equally between the parties and each party shall be responsible for all expenses of its own witnesses and other expenses incurred on its own behalf.

5.05 Time for Decision

The arbitrator shall render his decision within thirty (30) calendar days of the hearing.

5.06 Election of Procedure

The Parties may elect to proceed to arbitration through either regular or expedited arbitration, but not both. If the Parties cannot agree whether to proceed to regular or expedited arbitration, the grievance shall automatically proceed to expedited arbitration.

5.07 No Power to Amend

The arbitrator shall not have the power to amend, alter or vary any of the provisions of this Agreement.

ARTICLE 6 – EMPLOYEE CATEGORIES

There shall be the following categories of employees:

6.01 Regular

(a) Regular Full-Time

An employee who regularly works all available assigned shifts of four (4) or more shifts or twenty-eight (28) or more hours per week. Such determination shall be made at the end of each season. Where a regular part-time employee has been available to work four (4) or more shifts per week and has worked sixty (60) or more shifts through the season, they shall become a regular full-time employee for the next season.

(b) Regular Part-Time

An employee who regularly works all available assigned shifts totaling fourteen (14) or more hours per week. Such determination shall be made at the end of each season. Where a casual employee has been available to work two (2) or more shifts per week and has worked two hundred and eighty (280) hours, they shall become a regular part-time employee for the next season.

6.02 Casual

An employee who is not a regular full-time or regular part-time employee and is working less than fourteen (14) hours per week when there are more available hours.

6.03 Regular Status Retained

(a) Regular Full-Time

An employee who at any time obtains regular full-time status for a particular season either summer or winter, shall retain regular full-time status for that particular season providing that such employee is available for a minimum four (4) shifts per week or a minimum of twenty-eight (28) hours in a week, to a maximum of forty (40) hours per week.

(b) Regular Part-Time

An employee who at any time obtains regular part-time status for a particular season either summer or winter, shall retain regular part-time status for that particular season providing that such employee is available for a minimum of fourteen (14) hours per week, if available.

(c) During periods of temporary slow down or season's end, provided it is mutually agreed, employees may share the work in the department during

such time this will not affect the employee's status in (a) or (b).

- (d) Where a regular part-time employee applies for and receives a regular full-time posting, they shall be classified as a regular full-time employee at that time. Where a casual employee applies for and receives a regular part-time posting, they shall be classified as a regular part-time employee at that time.

6.04 Regularly Assigned Shift Defined

In this Article, "regularly assigned shift" means a continuing series of shifts of a week, or longer, that provide for working shifts to be worked on a certain number of days of the week, or longer period, with each working shift consisting of a predetermined number of hours.

Nothing in this clause shall be construed so as to restrict the Resort from changing the number of working shifts to be worked or the number of hours to be worked in a working shift if operational requirements dictate. However, such changes will not affect the status of an employee as a regular employee during the season in which the changes are made.

ARTICLE 7 – SENIORITY

7.01 Seniority Defined

Seniority is the length of service of an employee with the Resort, and shall be calculated as hereinafter set out.

7.02 Application of Seniority

Seniority shall apply only to regular employees of the Resort as that term is defined in this Agreement.

7.03 Calculation of Seniority

- (a) The length of service of an employee is the number of working hours of the employee while in the service of the Resort.

The term "working hours" comprises the hours actually worked by the employee, together with all hours of paid leave of absence, and excludes overtime hours; and includes sickness or accident leave of up to 183 consecutive calendar days. An employee absent from work due to sickness or accident of up to 183 consecutive calendar days shall be deemed to have earned the same number of working hours that the employee would have earned had the employee not been on sickness or accident leave, based upon the average number of shifts worked by that employee per week in the four calendar week period of employment of that employee immediately prior to the sickness or accident leave. Each shift shall be deemed to consist of the average number of hours of the ten shifts actually worked by that employee, excluding overtime hours, immediately preceding the sickness or accident leave.

- (b) In this Article, "paid leave of absence" includes paid absence for vacations, statutory holidays and all other authorized absence from employment with pay.
- (c) To establish a seniority calculation for each regular employee who was employed prior to and at the date of the coming into effect of this Agreement, all working hours of each employee starting from the first day of December, 1980 shall be credited to the seniority calculation.
- (d) Regular employees during their probationary period shall not accrue any seniority, except that upon the successful conclusion of the probationary period the regular employee shall be credited with all working hours worked during the probationary period as a regular employee.

7.04 Seasonal Seniority Classification

Two seasonal seniority lists shall be established as follows:

- (a) Skiing season seniority.
- (b) Summer season seniority.

All hours worked from November 1 to April 30, both inclusive, shall accrue to the skiing season seniority list only. All hours worked from May 1 to October 31, both inclusive, shall accrue to the summer season seniority list only.

7.05 Seniority Not Accruing

Seniority accrues only for "working hours" as defined in Article 7.03 (a). Seniority shall not accrue for any employee while on lay-off or an unpaid absence from employment or on sickness or accident leave of more than 183 consecutive calendar days. Upon return of the employee to employment after a lay-off or an unpaid absence, the employee shall continue to accrue seniority based upon working hours.

7.06 Seniority Lost

A regular employee shall lose all rights of seniority for any of the following reasons:

- (a) Upon voluntarily leaving the employment of the Resort;
- (b) On being dismissed for just and sufficient cause;
- (c) Upon being laid off for more than two calendar years from the last date of layoff;
- (d) As otherwise provided in this Agreement.

7.07 Seniority From Most Recent Hiring

Upon a former employee of the Resort, as per Article 7.06 being rehired, seniority shall accrue from the date of the most recent hiring and no credit shall be given for any previous employment with the Resort.

7.08 Return After Absence From Work

An employee absent from work because of sickness, accident or other authorized leave of absence shall, on return to work, be reinstated in the job classification held by that employee at the commencement of the authorized leave of absence, sickness or accident, or, be reinstated in a similar position at the rate of pay of that position or at the rate of pay for the job classification occupied at the commencement of the absence, whichever rate is higher. An employee receiving a higher rate of pay than that justified by the job classification in which the employee is working shall be obliged, upon a vacancy occurring in the job classification in which the employee was employed at the commencement of the absence, to apply for such vacancy, and to

accept such position if offered. If the employee fails to apply, or fails to accept the position offered, the employee shall be paid at the rate of pay of the job classification in which that employee is employed, and no higher.

7.09 Two-Season Employees

Nothing in this Article shall be construed to prevent any employee from being employed for both Skiing and Summer season, in which case seniority accrued for working hours during the Skiing season shall be shown on the Skiing season seniority list only, and similarly, working hours accrued during the Summer season shall be shown on the Summer season seniority list only.

7.10 Departmental Seniority Lists

In addition to the hours worked by each regular employee being shown on the seasonal seniority lists, the hours worked by a regular employee in any department shall be combined with the seasonal seniority and included on a departmental seniority list. The name of the regular employee shall appear on the seniority list of the department in which he/she is currently working and has accrued seniority.

7.11 Transfer of Departmental Seniority

A regular employee who is promoted or transferred to a job classification in another department shall accrue seniority in the new department which will be calculated from the date of transfer. Such departmental seniority shall only become effective after they have completed an uninterrupted period of employment in the new department of thirty (30) calendar days or forty five (45) days as per 9.08 (c). Such seniority shall be determined by combining their ski hill seniority with their department seniority and such department seniority shall commence as of their first day of transfer.

Promotions and Transfers will be determined by COMPANY SENIORITY

Examples:	Actual Seniority	Departmental Seniority	Company Seniority
Transfer Within Department When transferring within same department, add two together	10,000	10,000	20,000
Transfer to New Department When transferring department, start department again at zero	10,000	0	10,000

7.12 Departmental Seniority on Brief Transfer

The seniority accruing to a regular employee who is promoted or transferred to a job classification in a different department for a period of employment in that new department of less than thirty (30) calendar days or forty five (45) days as per 9.08 (c) shall accrue to the departmental seniority list of the department to which that employee is regularly assigned.

7.13 Access to Seniority Lists

The Resort shall prepare and maintain seniority lists for the two seniority categories, and departmental seniority lists for each season, and shall post these lists during the respective season on November 15, February 15, May 15, and August 15 with a respective cut off date of November 1, February 1, May 1, and August 1st.

Any employee seeking clarification of the seniority lists may, through the Union, require the Resort to provide information concerning the seniority list within fifteen (15) days of the posting.

7.14 Departmental Classification

Each job classification shall be designated to a department, as set out in Schedule "A".

7.15 Seniority on Departmental Basis

Each regular employee shall be able to exercise seniority rights with respect to lay-off and recall based upon the employee's standing in the seniority list of the department in which the employee's seniority is recorded.

7.16 Seniority on Job Classification Group Basis

Each regular employee shall be able to exercise seniority rights with respect to the selection of shifts to be scheduled in the job classification groups within the department that the employee is employed to a maximum of forty (40) hours per week and is able to do. Once a selection is made, the employee cannot increase the number of shifts or hours per week until there is additional shifts required for the operation.

7.17 Seniority on Seasonal Basis

Seniority rights shall be exercised based upon the appropriate seasonal seniority list.

ARTICLE 8 – LAY-OFF AND RECALL

8.01 Application of Seniority

Both parties recognize that job security of regular employees should increase in proportion to the length of service of that employee. Whenever economic, climatic or other conditions are considered by the Resort sufficient to justify the laying off of employees, employees shall be laid off and shall be recalled subject to the terms hereinafter set out.

8.02 Definition of Recall

Any employee having completed the probationary period shall exercise the rights of recall in compliance with Articles 8.09 and/or 8.11, and 10.01.

8.03 Lay Off of Casual Employees

The first employees in a job classification to be laid off shall be casual employees, then part-time employees, then full-time employees.

8.04 Application of Seniority on Lay Off

Employees will be laid off in reverse order of departmental seniority. In no case will an employee be promoted as a result of the application of seniority on lay-off, nor will the application of seniority result in an employee being transferred to another job classification within the department unless the employee possesses qualifications to perform the duties of the job to which the employee is to be transferred.

8.05 Postponement of Application of Seniority on Recall

Where an increase in employment levels is caused by unpredicted or emergency conditions, the application of seniority with respect to recall may be postponed for a period not to exceed five (5) calendar days.

8.06 Communications with Employees on Lay Off

The Resort agrees to advise the employee of his or her recall rights in writing at the time of lay off.

8.07 Application of Seniority on Recall

Employees will be recalled in order of seniority. In no case will an employee be promoted as a result of the application of seniority on recall, nor will the application of seniority result in an employee being recalled to a different job classification to that occupied by the employee at the start of the lay off unless the employee possesses

qualifications to perform the duties of the job to which the employee is to be recalled.

Employees will be recalled in order of seniority with regular full-time employees called first, regular part-time employees called second, then the casual shall be recalled.

Upon the recall of regular employees within two calendar years from the date of lay-off, the employee shall retain previously acquired seniority.

8.08 Protection of Seasonal Seniority Rights

Nothing in this Article shall be construed so as to obligate any regular employee to accept employment during the Skiing season to protect their Summer season employment or to obligate any regular employee to accept employment during the Summer season to protect their Skiing season seniority.

8.09 Advance Notice of Recall for the Skiing Season

Regular employees with a right of recall shall notify the Resort in writing before September 1st of their intention to be available to report to work at the start of the Ski season subject to Article 8.10. Employees failing to notify the Resort within seven (7) days after September 1st of their intention to return to work shall be deemed to have forfeited their seniority rights for the Skiing season. The Resort shall advise the employee of the anticipated start up date October 15th. each year.

All employees must have an established phone number where the Company can make contact with the employee after October 15th.

8.10 Notice of Recall for Start of Skiing Season

Regular employees who have advised the Resort of their availability to work for the Skiing season, pursuant to Article 8.09, shall be given fourteen (14) calendar days' notice to report for work for the start of the Skiing season. The failure of an employee to report for work after having received fourteen (14) calendar days' notice to report will result in the forfeiture of all seniority rights held by that employee.

The period within which the employee is required to report to work may be extended to ten (10) calendar days from the date the employee received notice to return to work if the employee is able to demonstrate, on reasonable grounds, an inability to report to work earlier.

The periods of notice in this clause shall start on the day after the day that the notice to report to work was given.

Full-Time year-round employees who are employed on a year-round basis will not have to submit a notice of recall.

8.11 Alternate Season Employment

Regular employees from the Skiing season or from the Summer season shall be given preference in hiring over the new applicants for a vacancy in the opposite season provided they are able to perform the required job.

8.12 Advance Notice of Recall for the Summer Season

Regular employees with a right of recall shall notify the Resort in writing between March 1 and April 15 of their intention to be available to report to work at the start of the Summer season, subject to Article 8.13. Employees failing to notify the Resort within seven (7) days after April 15 of their intention to return to work shall be deemed to have forfeited their seniority rights for the Summer season. The Resort shall advise the employee of the anticipated start up date by April 15 each year.

8.13 Notice of Recall for Start of Summer Season

Regular employees who have a right of recall for the Summer season shall be given fourteen (14) calendar days' notice to report for work for the start of the Summer season. The failure of an employee to report for work after having received fourteen (14) calendar days' notice to report will result in the forfeiture of all seniority rights held by that employee.

The period within which an employee is required to report to work may be extended to ten (10) calendar days from the date the employee received notice to return to work if the employee is able to demonstrate, on reasonable grounds, an inability to report to work earlier.

The periods of notice in this clause shall start on the day after the day that the notice to report to work was given.

8.14 Promoted Defined

In this Article "promoted" means a transfer to a job classification that has a higher rate of pay than the job classification in which the employee is presently working, or in which the employee was working at the time of lay off.

8.15 Notice of Recall Not at Start of Season

In the event that the Resort is unable to contact an employee for the purpose of providing that employee with notice of recall at a time other than at the start of a season at the telephone number or address provided by that employee within three (3) calendar days, due to no fault of the Resort, that employee shall waive seniority rights to the next senior person in that department for the purposes of that recall.

8.16 Casual Employees

Casual employees shall not be entitled to any right of recall, however those Casuals that inform the Company that they intend to return for the next season, with contact information, they will be given preference for re-hire over new Casuals and will not have to go through the annual hiring fair.

This provision does not impede the employer's rights to evaluate probationary employee's progress prior to completing the probationary period.

ARTICLE 9 – PROMOTIONS, TRANSFERS, DEMOTIONS AND TRAINING

9.01 Seniority Recognized

Seniority, ability and fitness shall each receive equal consideration as factors in determining which employees shall be promoted, transferred or demoted. The Resort shall set out the minimum qualifications for each job posting.

9.02 Qualifications Determined

The Resort shall make a determination as to the qualifications, ability and fitness of an employee in a fair and equitable manner. **If a physical fitness assessment is required for a position, the Resort will provide the Union a copy of the physical fitness assessment criteria and who will be making such assessment a minimum of 60 days before the assessment is conducted. This assessment will be consistent with the expected duties and subject to the grievance procedure.**

9.03 Promotion Defined

An employee shall not be promoted until a vacancy occurs in a higher job classification. A move from one job classification to another, or from one shift to another, that involved no change in the basic hourly rate of pay shall not be considered as a promotion or demotion for the purposes of this Article.

9.04 Right to Transfer

The Resort shall have the right to transfer any employee to fill a vacancy from one job classification to another subject to Article 9.05 commensurate with the qualifications, ability, fitness and seniority of such employee to do the job to which the employee is transferred. It is understood that, subject to Article 9.07, the most senior employees considered for transfer will have the right to refuse a transfer.

9.05 Pay Rate on Transfer

- (a) An employee who is transferred at the direction of the Resort to a new job classification shall receive the standard hourly rate of pay of the job to which that employee was transferred, or the standard hourly rate of pay of the job from which that employee was transferred, whichever is higher.
- (b) When a job becomes subject to lay off, an employee may be offered a transfer to alternate work in lieu of lay off and for the period of transfer the employee shall be paid the regular rate for that job to which the employee has been transferred.

9.06 Training

- (a) The Resort shall give preference to senior employees with respect to training opportunities leading to job advancement provided the employee has the qualifications and has demonstrated the necessary ability to perform the job function.
- (b) Provided it is practical to maintain the efficient operation of the department, the Resort shall provide training opportunities for employees to upgrade their qualifications within the department.
- (c) The Resort will reimburse any employee for the tuition fee paid by that employee in taking and satisfactorily completing a training or educational course taken at the request or approval of the Resort. In addition the Employer will reimburse the employee at regular straight time pay for classroom hours in attending the course.

Reimbursement of the costs of such courses shall be made within two (2) weeks of the employee returning to work providing proof of payment and successful completion of the course is presented to the Employer.

9.07 Non-Permanent Promotions

The Resort shall not be obligated to consider seniority in the case of non-permanent promotions or transfers not in excess of five (5) working shifts of that employee being transferred or promoted, and such period of time may be extended by agreement between the Resort and the Union.

9.08 Qualifying Period

- (a) Any employee promoted or transferred to a new job classification shall be considered a qualifying employee in that new job classification for a period of thirty (30) calendar days and with a minimum of fifteen (15) working shifts. In the event that the employee wishes to return to the former job classification, or the employee proves, in the opinion of the Resort, unsatisfactory in the new job classification, within the qualifying period, the employee shall return to the former job classification without loss of any seniority. In the event the employee is laid off or his or her employment is interrupted, the qualifying period will continue and the employee resumes his or her duties until the thirty (30) calendar days or fifteen (15) working shifts have expired.
- (b) Any employee promoted or transferred from the Bargaining Unit to a Management or Supervisory position outside the Bargaining Unit may return to his/her former job classification without loss of seniority. After thirty-one (31) days from date of such promotion or transfer, the employee shall forfeit all seniority rights in the Bargaining Unit.

- (b) Employees who accept a posting to the position of Ski Patrol, Snow Cat Operator, or Heavy Equipment Operator shall have their seniority from another department transferred with them upon the completion of forty-five (45) working shifts in that position.

ARTICLE 10 – PROBATION

10.01 Probationary Period

For the first thirty (30) working full or part-time shifts all regular employees shall be probationary employees. These employees will be offered and scheduled shifts as per their date of hire.

10.02 Termination of Probationary Employment

During the probationary period the employment of a regular employee may be terminated if the employee is, in the opinion of the Resort, unsuitable for permanent employment. A probationary employee shall not be considered unsuitable merely as a result of having engaged in union activity. The word "unsuitable" shall mean that, in the opinion of the Resort, the employee has not demonstrated an ability to perform job duties at a reasonable level.

10.03 Extension of Probationary Period

At the request of the Resort and with the consent of the Union, the term of probationary status of a regular employee may be extended to forty-five (45) full or part-time working shifts.

10.04 Probationary Rate of Pay

Effective November 1, 2007, Employees shall earn eighty per cent (80%) of the regular rate of pay for their first and second season for the job classification in which they work. However, nothing shall prevent the Resort from paying an employee full regular rate of pay at any time during their first or second season. Employees currently at 85% will not have their pay reduced by moving to the above scale.

10.05 Right of Recall

Regular employees with rights of recall shall not be required to serve any further probationary period.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

11.01 Right to Schedule Hours of Operation

The Resort has the exclusive right to schedule hours of operation and may provide, at its option, for continuous operation seven (7) days a week, twenty-four (24) hours per day.

11.02 Right to Schedule Hours of Work

The Resort has the exclusive right to schedule employee hours of work, rest periods, lunch periods and overtime work, subject to the provisions of this Agreement.

11.03 Basic Work Week

The basic work week for full time regular employees shall not exceed six (6) shifts per week to a maximum of forty (40) hours.

11.04 Hourly Paid Employees

All employees are hourly paid employees.

11.05 No Guarantee of Work

Nothing in this Agreement shall be construed as guaranteeing to any employee any number of hours of work per day or per week.

11.06 Overtime Pay Entitlement

The Resort shall not require or permit an employee to work more than eight (8) hours in a day, or forty (40) hours in a week, unless the employee is paid overtime pay as hereinafter set out.

11.07 Overtime Rate of Pay

The Resort shall pay an employee who works more than eight (8) hours in a day, or forty (40) hours in a week;

- (a) One and one half (1 1/2) times the basic hourly wage for all hours worked in excess of eight (8) in a day, or in excess of forty (40) in a week. Hours worked in excess of eight (8) in a day shall be excluded from calculation of hours worked in a week; and,
- (b) Double the basic hourly wage for all hours worked in excess of eleven (11) in a day, or in excess of forty-eight (48) in a week. Hours worked in excess of

eight (8) in a day shall be excluded from the calculation of hours worked in a week.

- (c) Banking of overtime – Employees who work overtime may elect to take time off in lieu of overtime pay, but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight time equivalent to the overtime earnings. Unused banked overtime will be paid out in the last pay period before April 30th and the last pay period before September 30th.

11.08 Overtime and Statutory Holidays

Where a week contains a statutory holiday to which an employee is entitled, the references to hours in a week in Article 11.07 shall be reduced by eight (8) hours for each statutory holiday in the week, and in calculating the overtime hours worked by an employee in that week, no account shall be taken of hours worked by that employee on the statutory holiday.

11.09 Eating Periods

- (a) The Resort shall ensure that each employee has an eating period of at least half an hour, at intervals that will result in no employee working longer than five (5) consecutive hours without an eating period.
- (b) For the purpose of computing the hours worked by an employee, the period allowed the employee for eating shall not be counted as hours worked unless the employee is required to work during these periods.

11.10 Shift Breaks

Except for an emergency, the Resort shall ensure that each employee has at least eight (8) consecutive hours free from work between each shift worked.

11.11 Split Shift

- (a) Where an employee **is scheduled for** a split shift, the Resort shall limit the employee's regular hours of work to the twelve (12) hours immediately following commencement of the shift. Such employee shall receive five (5) or more hours in total for that shift. Any hours outside of the twelve (12) hour period shall be paid at one and one-half (1 ½) times their hourly rate.
- (b) **In addition to (a), a premium of thirty cents (0.30) per hour will be applied to rate of pay for all hours worked on a split shift.**

11.12 Minimum Daily Pay

Subject to Article 11.13, the Resort shall pay an employee reporting for work, as required by the Resort, the regular rate of pay for that job classification for the entire period spent at the place of work, with a minimum in any one day of:

- (a) Two (2) hours' pay, unless the employee is unfit to perform the job duties or has failed to comply with the Industrial Health and Safety Regulations of the Worksafe BC; or
- (b) Where the employee commences work, four (4) hours' pay unless work is suspended because of inclement weather or other reasons completely beyond the control of the Resort, in which case paragraph (a) applies.

11.13 Hours Free From Work

- (a) Subject to paragraph (b), the Resort shall ensure that each employee has at least thirty-two (32) consecutive hours free from work each week.
- (b)
 - (i) In the event that an employee does not have at least thirty-two (32) consecutive hours free from work in any week, the employee shall be entitled to double the regular rate of pay for the hours worked in that period.
 - (ii) For the purposes of calculating the number of "hours worked in that period", the largest number of consecutive hours free from work for that employee in that week shall be deducted from thirty-two (32) hours, and the employee shall be entitled to double the regular rate of pay for the hours worked in the remaining portion of the thirty-two (32) hour period.
- (c) The hours worked at double the regular rate of pay pursuant to Article 11.13 shall be excluded from the calculation for overtime entitlement.

11.14 Shift Premium

For all hours worked between 12:00 a.m. and 8:00 a.m., a premium differential of thirty (30) cents per hour shall be paid.

11.15 Emergency Call-Out

- (a) A regular full-time employee called out to work outside of the scheduled working hours of that employee shall receive a minimum of two (2) hours' pay at time and a half of the regular rate of pay for each call-out, and shall be paid a minimum of time and a half of the regular rate of pay for each hour worked, on call-out, in excess of two (2) hours. A regular full-time employee called out

to work within two (2) hours of the scheduled starting time of their shift will receive a minimum of two (2) hours' pay at a minimum of time and a half where that employee was scheduled for eight (8) hours.

- (b) An employee called out to work during that employee's paid vacation shall receive a minimum of two (2) hours pay at time and a half of the regular rate of pay for each call-out and shall be paid a minimum of time and a half of the regular rate of pay for each hour worked, on call-out, in excess of two (2) hours and shall be granted another day of vacation, with pay, to be taken at a mutually agreeable time.

11.16 No Compounding

There shall be no compounding of overtime rates.

11.17 Staff Meetings

- (a) Employees directed by the Resort or by their Supervisor to attend staff meetings during a scheduled shift of that employee shall be paid at the regular rate of pay for that employee.
- (b) Employees directed by the Resort or by their Supervisor to attend staff meetings outside a scheduled shift of that employee shall be paid for the time spent at such business at the rate of pay provided for elsewhere in this Agreement.

11.18 Summer Season Scheduling

Summer employees on the Chairlift, Food and Beverage Concession, Ticket Office, and Attendants will be scheduled for a basic work week for full time regular employees not to exceed five (5) x eight (8) hour days.

The Employer may institute a work week for full time regular employees of four (4) x ten (10) hour days with thirty (30) day's written notice.

For purposes of overtime where the schedule is four (4) x ten (10) hour days, then overtime will apply after ten (10) hours. Overtime will be paid at time and one half in excess of a ten (10) hour day or forty (40) hour week. Overtime in excess of twelve (12) hours per day or forty-eight (48) hours per week will be paid at double the rate of pay.

ARTICLE 12 – SHIFT SCHEDULING AND WORK ASSIGNMENTS

12.01 Shift Schedule

The Resort shall establish a schedule of regular full and part-time shifts, and shall make such schedule as early as conditions will permit and such schedules shall be posted one week in advance.

12.02 Regular Employee Shifts

The Resort shall attempt, whenever possible, to schedule as many as five shifts each week per regular employee as conditions will permit, subject to the overriding right of the Resort to schedule employees to ensure maximum operational efficiency. The Resort agrees that the senior employee in any job classification will have preference in selecting scheduled shifts.

12.03 Change in Schedule

An employee's schedule may be changed in the event of unexpected absence of other staff, an unexpected change in the Resort's operations, or in an emergency. The Resort shall give an employee twenty-four (24) hours' notice of a change in the shift unless the change results in the employee working hours that entitle him to an overtime wage.

Except in cases of emergency, if an employee's shift is cancelled and is subsequently reinstated, the employee shall receive two (2) hours notice to report.

The Employer must confirm and document (time, date, phone number, email and/or message left) contact was made with each Employee. In no case will an Employee suffer a loss of wages due to a shift change.

12.04 Work Assignment

The nature of the Resort's operations is such that at times it is necessary for an employee to perform work not normally required for that job classification.

While the Resort management will attempt, whenever possible, to assign an employee to the kind of work normally carried out by an employee in a particular job classification, the Resort retains the right exercisable at times to assign work to an employee of a kind not normally required of an employee in that job classification.

Such assignment may be considered a transfer, subject to the provisions of Article 9.05 of this Agreement.

12.05 Change in Job Duties

- (a) When operating requirements dictate, the Resort may assign new job duties to a particular job classification, or transfer existing job duties from one job classification to another job classification in order to improve the effectiveness of the Resort's operations.
- (b) When duties within a job classification change, either party may require the other to meet to discuss the changes to the job classification, and if a significant change has occurred in an existing job classification, the parties shall negotiate a rate of pay for the changed job classification.

ARTICLE 13 – WAGES BY JOB CLASSIFICATION

13.01 Schedule "A"

The Resort shall pay basic hourly rates to its employees in accordance with the Hourly Wage Scale set out in Schedule "A", which is attached hereto and forms a part thereof.

13.02 Rate for Job Classification

Except as otherwise provided in this Agreement, an employee shall be paid at the Hourly Wage Scale for particular job classification for such time as the employee is required to work in that job classification, subject to the provisions of Article 9.05.

13.03 New Position

Upon the creation of a new position, the basic hourly rate and the job classification for that new position shall be subject to negotiations between the Resort and the Union.

13.04 No Obligation to Appoint

The establishment of a job classification shall not oblige the Resort to appoint any person to a position in that job classification.

ARTICLE 14 – STATUTORY HOLIDAYS

14.01 Entitlement

A regular employee shall be entitled to a holiday with pay at the basic hourly rate for the job classification in which the employee is employed, for each of the Statutory Holidays hereinafter set out:

New Year's Day	B.C. Day
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
BC Family Day	

And all other Statutory Holidays proclaimed by the Federal or Provincial Governments.

14.02 Statutory Holiday on Working Day

A regular employee given a holiday with pay on a day that, but for the holiday, would have been a day in which that employee would have worked a shift, shall be paid the same amount for that holiday as though the employee had worked the scheduled shift on that day.

14.03 Statutory Holiday on Non Working Day

A regular employee, who has a scheduled shift off, on a day that falls on a statutory holiday shall be paid statutory holiday hours in accordance with Article 14.04. Such pay shall not be used for the purpose of calculating overtime hours worked in a work week as determined in Article 11.

14.04 Work on Statutory Holiday Defined

An employee shall receive statutory holiday pay for all hours actually worked on a statutory holiday.

14.05 Scheduled Shift Defined

The "scheduled shift" referred to in this Article shall be deemed to consist of the average number of hours of the ten (10) shifts actually worked by that employee, excluding overtime hours, immediately preceding the holiday and the wages payable shall be based upon the basic hourly rate, exclusive of shift differentials, overtime or other premiums. If an employee who has qualified for statutory holiday pay has not worked, in the current season, ten (10) working shifts prior to the statutory holiday, the average number of hours shall be based upon the average of the actual shifts worked in that season, prior to the statutory holiday.

14.06 Working on Statutory Holidays

A regular employee who works on a statutory holiday shall be paid at the rate of time and a half of the basic hourly rate for the hours worked. In addition, the employee shall receive an amount equal to the pay that employee would have earned in a scheduled shift, subject to the provisions of Articles 14.04 and 14.06.

A casual employee who works on a statutory holiday shall be paid at the rate of time and half of the basic hourly rate the hours worked.

14.07 Qualifying Requirements

To qualify for statutory holiday pay on a statutory holiday, a regular employee must have completed thirty (30) full or part-time working shifts of employment with the Resort prior to the statutory holiday, not be on lay-off or authorized leave, except as provided for in Article 14.08, must have actually worked a minimum of twenty (20) hours in the seven calendar day period immediately prior to the statutory holiday and have actually worked the last scheduled shift for the employee prior to the statutory holiday and the first scheduled shift for that employee after the statutory holiday.

14.08 Failure to Attend for Work

An employee who fails to attend for work on a statutory holiday when scheduled to do so, shall not receive any statutory holiday pay for that statutory holiday, unless the employee is off work due to sickness or accident. An employee may be required to prove sickness or accident by a doctor's certificate.

14.09 Paid Vacation and Authorized Leave

An employee who is absent from work on paid vacation leave or is absent from work on a paid authorized leave of absence for a period of less than fourteen (14) days shall be paid for a statutory holiday that falls within the period of paid vacation of less than fourteen (14) days, if that employee would have been entitled to such statutory holiday if not on paid vacation leave or paid authorized leave of absence. For the purposes of Article 14.06 the phrase "actually worked" includes absence on paid vacation leave of absence.

14.10 Observance Date

Each statutory holiday will be observed on the date on which the statutory holiday falls.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 Grant of Leave of Absence

A request by a regular employee for unpaid leave of absence shall be made in writing, and may be granted at the sole discretion of the Resort.

15.02 Request for Leave of Absence

A request for leave of absence must be made where possible no later than fifteen (15) calendar days prior to the start of the leave requested.

Such request shall not be unreasonably denied, subject to the efficient operation of the department and the availability of a trained replacement.

15.03 Bereavement Leave

A regular employee shall be granted a maximum of three (3) calendar days' leave, starting on the day after the death of a parent, wife, husband, sister, brother, child, or grandparent, grandparent-in-law, grandchildren, sons-in-law, daughters-in-law, step parents, step children, parents-in-law, brother or sister-in-law. For those days of the bereavement leave that employee was scheduled to work the employee shall be paid, at the regular rate of pay, for the number of hours the employee was scheduled to work.

15.04 Jury Leave

A regular employee who is subpoenaed to report for jury duty or to be a Crown witness on any day that employee was scheduled to work shall be granted leave of absence. The employee shall be paid, at the regular rate of pay, for the number of hours the employee would normally have been scheduled to work on the days of absence, less the amount received by the employee for jury or Crown witness attendance.

15.05 Pregnancy Leave Entitlement

- (a) An employee, on her written request supported by a certificate of medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period the employee requests, commencing eleven (11) weeks immediately before the estimated date of birth or a later time the employee requests.
- (b) Regardless of the date of commencement of the leave of absence taken under subsection (a), the leave shall not end before the expiration of six (6) weeks following the actual date of birth of the child unless the employee requests a shorter period.
- (c) A request for a shorter period under subsection (b) must be given in writing to the

Resort at least one (1) week before the date that the employee indicates she intends to return to work and the employee must furnish the Resort with a certificate of a medical practitioner stating that the employee is able to resume work.

- (d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made a), the Resort shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.
- (e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Resort shall grant to the employee further leave of absences from work, without pay, for a period specified in one or more certificates but not exceeding a total of an additional six (6) consecutive weeks.

15.06 Employee Required to Take Pregnancy Leave

The Resort may require an employee to commence a leave of absence under Article 15.05 where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties.

15.07 Pregnancy Leave Deemed Continuous Employment

The services of an employee who is absent from work in accordance with Article 15.05 or 15.06 and who, if not on pregnancy leave, would have been working, shall be considered continuous for the purpose of vacation entitlement and vacation pay, for the purposes of Part 5 of the Employment Standards Act dealing with termination of employment, and any medical or other plan beneficial to the employee.

15.08 Resumption of Employment

- (a) An employee who resumes employment on the expiration of the leave of absence granted in accordance with Article 10.05 and 15.06 shall be reinstated in all respects by the Resort in the position previously occupied by the employee or in a comparable position, and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.
- (b) Where the Resort has suspended or discontinued operations during the leave of absence granted under this Article and has not resumed operations on the expiry of the leave of absence, the Resort shall, on resumption of operations and subject to the seniority provisions in this Agreement, comply with subsection (a).

15.09 Seniority During Pregnancy Leave

During the absence of work of an employee in accordance with Articles 15.05 and 15.06, the employee shall continue to accrue seniority for that period during which the employee would otherwise have been working. The employee shall be deemed to have accrued seniority for the number of hours that employee would have worked had the employee not been on pregnancy leave, based upon the average number of shifts worked by that employee per week based on the previous season or the current season's schedule, whichever is greater in the period of employment of that employee immediately prior to the commencement of the pregnancy leave. Each shift shall be deemed to consist of the average number of hours of the ten shifts actually worked by that employee, excluding overtime hours, immediately preceding the pregnancy leave.

15.10 Calculation of Pay for Authorized Leave

Whenever in this Agreement an employee is granted paid authorized leave, whether for bereavement leave, leave for investigating grievances, or any other paid authorized leave, if the leave is for less than a full scheduled shift for that employee, the employee shall be paid at the basic hourly rate, exclusive of shift differentials, overtime or other premiums for the period of the leave. If the leave is for a full scheduled shift for that employee, or longer, the employee shall be paid for each scheduled shift as that term is defined in Article 14.04.

15.11 Parental Leave

Employees shall be entitled to unpaid parental leave related to the birth or adoption of a child of up to thirty-five (35) weeks.

ARTICLE 16 – UNION ACTIVITIES AND LEAVE

16.01 Recognition of Shop Steward

The Resort shall recognize up to five (5) Shop Stewards nominated by the Union and whose names have been given to the General Manager for the purposes of settling and investigating grievances and disputes arising from the interpretation, application or operation of this Agreement.

16.02 Investigation by Shop Steward

A nominated Shop Steward shall be permitted to investigate and settle grievances and disputes on behalf of an employee without loss of pay when such investigations take place during working hours of the Steward.

16.03 Supervisor Approval

No Shop Steward will leave the job duties assigned without first having obtained the approval of the immediate supervisor. Such approval will not be unreasonably denied.

16.04 Union Activities

No employee shall engage in any Union activity any time during that employee's scheduled working time, except as expressly provided for herein, such as investigating and settling grievances and disputes or attending meetings scheduled by the Resort. Except as may be provided in the Labour Code, no person or employee shall engage in any Union or labour organization activity on any Resort property without the consent of the Resort.

16.05 Collective Bargaining Leave

Leave of absence without pay shall be granted to a maximum of five (5) employees nominated by the Union to attend collective bargaining sessions with the Resort.

16.06 Leave of Absence – Union

- a) **Union Business** – Upon written notice of five (5) calendar days, the Employer will grant leave of absence without pay to the employees who are elected as representatives to **perform any Business of the union**, in order that they may carry out their duties on behalf of the Union. The Employer shall not be required to grant such leave when the number of employees on leave, or to be on leave, at any one time under this section, exceeds five (5) in number; provided that the Employer will grant leave to more than five (5) employees where, in its opinion, it will not have the effect of interfering with the normal efficiency of the resort. Seniority for the individuals on leave will continue to accrue as per their current status and hours of work during this leave.

- b) Union Position – Upon written notice of twenty (20) calendar days the Employer will grant leave of absence without pay to employees who are appointed or elected to a Union position for a period of up to and including three (3) years. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to their employer within thirty (30) calendar days after the completion of their term of employment with the Union, with no loss of seniority. The Employer shall not be required to grant such leave of absence to more than one (1) employee at a time. Seniority will continue to accrue as per the employee's status and hours of work during this leave.
- c) While on Union leave under this article Kimberley Alpine Resort will pay the associated wage cost incurred while on leave referred to in Article 16.06 a). The Resort will then invoice the union for wages incurred (comprised of wages, vacation pay, CPP and E.I. costs) while on union business. The Union will remit payment for said wages within thirty (30) days.

16.07 Investigation Time Limits

The total accumulated time for all nominated Shop Stewards combined, to be paid for pursuant to Article 16.02, shall be limited to twelve (12) hours per month and shall not be cumulative from month to month.

16.08 Union Lapel Pin

Employees shall be permitted to wear a union lapel pin on their uniforms.

ARTICLE 17 – VACATIONS

17.01 Vacation Entitlement

The Resort shall give to each employee, after the completion of each year of employment, an annual vacation of at least two (2) weeks and one (1) additional week where the employee has completed five (5) consecutive years of employment with the Resort and for employees who have completed 10 consecutive years with seniority (as defined in Article 7 of this agreement) showing full-time winter status and at least part-time summer status shall be given one (1) additional week for a total of four (4) weeks. Vacation year – January 1st to December 31st.

17.02 Employment Ceasing Within One Year

An employee whose employment ceases before completing one year of continuous service with the Resort shall be entitled to receive four per cent (4%) of the total wages earned by that employee as vacation pay.

17.03 Vacation Pay

The amount of pay for the annual vacation given an employee shall be four per cent (4%) of the total wages of that employee, or six per cent (6%) of the total wages of that employee if that employee has completed five (5) continuous years of employment with the Resort and for employees who have completed 10 consecutive years with seniority (as defined in Article 7 of this agreement) showing full-time winter status and at least part-time summer status shall be given eight per cent (8%) of the total wages earned. The "total wages" referred to in this Article comprises the total wages earned by that employee in the employee's employment year, which commences on the date that the employee commenced employment with the Resort.

17.04 Vacation Scheduling

The Resort has the exclusive right to schedule vacation periods of each employee. It will, however, consider the preference of employees subject to the operational requirements of the Resort, and make every reasonable effort to accommodate the employee's vacation preference.

ARTICLE 18 – SAFETY

18.01 Safety

The Resort and the Union, realizing the benefits to be derived from a safe place of employment, agree that they and all employees, Union Safety Representatives, Stewards and Officers and Supervision at all levels shall co-operate to promote safe work practices, and the enforcement of safety rules. The parties hereto agree to abide by the Safety Regulations and Worksafe BC regulations in effect, or to come into effect as issued by the Provincial and Federal Governments.

18.02 Safety Practices Appendix

When considered appropriate, the Union and the Resort may compile a Safety Practices Appendix, setting out recognized safety requirements.

18.03 Joint Safety Committee

The Union and the Resort shall establish a Safety Committee, comprising three (3) members designated by the Union and three (3) members designated by the Resort. The function of the Committee shall be to recommend solutions on problems relating to the promotion of safety and good housekeeping at the Resort's operations. The Union and Resort will notify each other in writing of the identity of their Joint Safety Committee representatives.

18.04 Joint Committee Responsibilities

The responsibilities of the Joint Committee shall be:

- (a) to meet monthly during regular full season operations to take up such safety matters which may be brought before it by either the Union or the Resort;
- (b) to make regular inspections of the areas of work;
- (c) to review reports of accidents and incidents and to make recommendations for remedial or preventative action;
- (d) to review the Resort's Safety Rules and make recommendations on amendments or additions.

18.05 Minutes of Safety Committee Meetings

The Resort's Safety Representative will act as Secretary of all Safety Committee meetings and will provide minutes of the meetings for Management, for all Committee Members, for those who attended the meeting, for the Union, and will have posted a copy of the minutes on the bulletin boards. At following meetings, discussion of the minutes shall be first order of business.

18.06 Supervisor Approval

No Safety Committee member will leave the job duties assigned without first having obtained the approval of the immediate supervisor. Such approval will not be unreasonably withheld.

18.07 Time Spent on Committee Business

Time spent by employee members of the Safety Committee in the performance of their duties during a scheduled shift of that employee shall be paid at the regular rate of pay for that employee. Employee members directed by the Resort to attend to Safety Committee business outside of a scheduled shift shall be paid for the time spent in attending to such business at a rate of pay provided for elsewhere in this Agreement. Time spent by employee members outside of a scheduled shift, and not at the direction of the Resort, shall be unpaid time.

18.08 Safety and Health

Effective April 30, 1992, three (3) Union members of the Joint Safety Committee shall be granted an annual non-paid leave of absence of up to five (5) days each, for the purpose of attending a Safety School recognized by the United Steelworkers.

18.09 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 work 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.

18.10 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

ARTICLE 19 – WAGES

19.01 Rates of Pay

General increases applied to all current rates as follows:

Effective November 1, 2019 – 2.75%

Effective November 1, 2020 – 2.50%

Effective November 1, 2021 – 2.00%

Rates of Pay shall be set out in the attached Schedule "A".

Trades are defined as the following positions within Schedule A: Millwright, Electrician, Heavy Duty Mechanic and Carpenter.

All rates currently listed below the mandated minimum wage in BC in the agreement are agreed to at the current mandated minimum wage in BC (\$13.85), as per current practice. Wage increases will be added to that rate.

19.02 Cost of Living Adjustment (remains as is; payment frozen for term of this agreement)

As of November 1, 1988, the rate of pay shall be adjusted to reflect the change in the cost of living as herein defined in the previous six (6) months' period, May 1, 1988 to October 31, 1988, by applying the adjustment to the rate of pay in effect at that time.

The term "change in the cost of living" as used in this Article, shall mean the change in the Canada Consumer Price Index, as determined by Statistics Canada, for the relevant period, using as the base the Canada Consumer Price Index 1971 = 100 and shall amount to one (1) cent per hour per employee for each 0.35 increase in the Canada Consumer Price Index.

Calculations shall be rounded off to the nearest cent, and the November adjustment shall be based upon the difference in the Canada Consumer Price Index between October 31, 1988 and the previous May 1, 1988.

19.03 RRSP

Criteria/Eligibility

Full time year round Employees in their 3rd year of continuous employment with RCR, Inc. (The Employer) as December 31st of the prior calendar year or Full time seasonal Employees after a continuous string of four full winter seasons of employment with RCR, Inc (The Employer) (i.e. they must be in their 5th winter in a row).

Terms

For qualifying Employees, the Employer will contribute on a matched equal basis with an employee, a percentage of their base salary the "Base Salary" (i.e. before overtime, previous bonuses, gratuities, vacation pay or RRSP contributions as well as other benefits, taxable or non-taxable). Employee's "Base Salary" will include all earnings with RCR, Inc. (The Employer) in the previous calendar year ending December 31st.

The percentage of matched contributions to RRSP plan by the Employer will be to a maximum as follows:

<u>Years*Received RRSP Match</u>	<u>Percentage of Base Salary Matched Contribution</u>
1 to 5 years	3%
5+ years	4%

*note: this represents years that employee has received RRSP match, not years of employment.

Following proof of the Employee's purchase, the Employer will issue cheques in the name of a financial institution and the official associated RRSP plan. The Employee will then remit an RRSP receipt to the Employer. The matching contribution amount will be T4'd each year to each Employee. The Employer offers to do payroll deductions to allow an Employee to accumulate the matching amount.

Employees will be notified by January 15 of each year, Effective January 1, 2012.

RRSP contributions will be paid between February 10th – 17th each year as a percentage of the Employee's "Base Salary" in the previous calendar year ending on December 31st.

Employees will accumulate eligibility of RRSP match on the following types of approved leave: Sick; WorkSafe BC Benefits; Pregnancy/Parental; Bereavement and Jury leave; with all other types of leave "place holding" eligibility of RRSP match.

Employees who currently qualify under the Kimberley Alpine Resort RRSP program, will be governed under federal government age requirements.

ARTICLE 20 – TERM OF AGREEMENT

20.01 Term of Agreement

This collective agreement shall commence on November 1st, **2019** and shall terminate at midnight October 31st, **2022**.

20.02 Notice to Commence Bargaining

Either party may, within the period of three (3) months immediately preceding the date of expiry of this Agreement, by notice require the other party to the Agreement to commence collective bargaining.

ARTICLE 21 – SICK LEAVE

21.01 Health and Welfare Plan

(a) Health & Welfare Plan – Full time year round employees

Full time year round Employees may opt into this new Employer benefit plan.

Summary of Benefits

- 3 month waiting period (from date of entering employment)
- In accordance with Sun Life/Clarica policy.
- Year 1 in the plan – Employer pays 50% of the premiums
- Year 2 in the plan – Employer pays 65% of the premiums
- Year 3 in the plan – Employer pays 85% of the premiums

(b) Sickness Compensation

All other regular Employees or Full time year round employees who do not opt into the above plan will receive the following plan:

The Resort shall pay to the Union the sum of thirty-five (35), forty (40), or forty-five (45) (as per schedule below) cents per hour for each hour worked by each regular employee, payable on or before the thirtieth (30th) day of the month next following the month in which the hours were worked. The Union shall administer the funds so received to compensate employees who are absent from work due to sickness or injury in such manner as it deems appropriate.

On November 1st, 2007, the above amount will be amended to thirty-five (0.35) cents per hour.

On November 1st, 2008, the above amount will be amended to forty (0.40) cents per hour.

On November 1st, 2009, the above amount will be amended to forty-five (0.45) cents per hour.

On November 1st, 2013, the above amount will be amended to fifty (0.50) cents per hour.

On November 1st, 2016, the above amount will be amended to fifty-two (0.52) cents per hour.

On November 1st, 2019 the above amount will be amended to fifty-five (.55) cents per hour.

(c) Employee Family Assistance Program

Safety Committee and Management will jointly develop a communication process on helping employees in need of assistance in terms of mental health and wellness.

21.02 Absence from Work

An employee who is absent from work due to sickness or injury shall advise that employee's supervisor or other designated person as soon as possible indicating they will be off and the anticipated length of absence.

When requested, the absent employee shall maintain regular contact with the Resort.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Overtime Meals

All employees who are required to work two (2) or more hours of overtime, without a break between the shift and the overtime, after having completed an eight (8) hour shift, shall be provided with a meal by the Resort. The employee shall be entitled to a thirty (30) minute unpaid period to eat the meal so provided. If the Resort does not provide a meal, it shall provide a \$15.00 meal ticket redeemable at any Resort restaurant. No cash in lieu of the meal ticket will be given.

22.02 Uniforms

If the Resort requires an employee to wear a uniform or other special apparel, for purposes of safety, protection of street clothing or otherwise, the Resort shall furnish 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 shall arrange to receive a purchase order from his or her Supervisor. Uniforms or other special apparel provided by the Resort remain the property of the Resort and must be returned upon request.

22.03 Tools and Equipment

Employees shall be entitled to purchase tools and equipment used by them in carrying out job duties through the Resort at the same cost as that paid by the Resort.

Maintenance employees that have tools that are stolen or break while on the worksite will be provided same quality replacement to a total maximum value of two hundred and fifty dollars (\$250.00) in any one year.

The employee may be required to substantiate such a claim.

Maintenance employees will provide a list of their tools in writing to the employer by February 1st of each year.

During the term of this agreement, all full-time and part-time Lift Operators, Attendants and Ski Patrol, Groomers, Maintenance, Food and Beverage Servers and Snow Shovellers will receive an allowance for gloves and CSA approved footwear up to **fifty-five dollars (\$55.00)** for the ski season. Cooks and Kitchen staff will be eligible for the same benefit for CSA Approved slip-resistant footwear. **Employees must provide a proper receipt prior to any reimbursement.**

Maintenance Employees (excluding maintenance helpers) after 12 months of employment will be provided a tool allowance of up to three hundred fifty (\$350.00) dollars per calendar year. Employees must provide a proper receipts prior to any reimbursement occurring and employees will be paid on February 15th for the preceding calendar year.

The Resort will offer for purchase by the employees Resort approved eye

protection at the Resort's cost. These purchases shall not be made from regular retail stock.

22.04 Ski Patrol

The Resort will provide to regular full time Pro Ski Patrollers in at least their second year, new high performance skis with high performance bindings each season. The Resort will also provide CSA approved helmets at the Resort's cost to the employee.

The Resort will provide a **fifty-five (\$55.00)** allowance per ski season to full-time ski patrollers/dispatchers for equipment related to their jobs. **Employees must provide a proper receipt prior to any reimbursement.**

At the end of each season individuals that are provided skis under this provision will return such equipment. Failure to do so may result in the individual being assessed a charge equivalent to the original value of the skis and bindings.

22.05 Ski and Lift Pass

Each regular **full-time** employee, in his/her second **winter** season who is continuing to retain their regular full-time status, shall receive a family **ski pass valid at Kimberley Alpine Resort, Fernie Alpine Resort, Kicking Horse Mountain Resort and Nakiska.**

Each regular full-time employee, who works full-time in consecutive summer and winter seniority seasons and who continues to maintain their regular full-time status, shall receive a family lift pass, valid at Kimberley Alpine Resort, Fernie Alpine Resort, Kicking Horse Mountain Resort and Nakiska.

Each regular part-time employee shall receive a personal, non-transferable ski pass without charge, after fourteen (14) full or part time shifts have been worked each season and who continues to retain their regular part-time status.

The employee may retain the ski pass until the employee voluntarily terminates employment, or until the employee is dismissed, or until the employee is laid off without an expected date of recall in that skiing season or has failed to retain their respective part-time or full-time status.

Full time Employees who receive a ski pass per the above shall be allowed to use that pass at Fernie, Kicking Horse/Golden and Kimberley Alpine Resort while employed during the ski season. Such employees when on lay off, may use their pass, in the same winter season of the lay-off, at Fernie, Kicking Horse/Golden and Kimberley Alpine Resort .

Each Casual employee shall receive three (3) personal, non-transferable day ski passes, without charge, after fourteen (14) shifts have been worked each season. Casual employees may use their passes, in the same winter season, at Kimberley Alpine Resort.

22.06 Bulletin Boards

The Resort agrees to provide and maintain bulletin boards for use by the Union for the posting of notices regarding business affairs, meetings, social events and committee reports.

22.07 Copies of Collective Agreements

The Resort agrees to provide one (1) copy of the collective agreement to each employee.

22.08 Humanity Fund

The Resort agrees to deduct \$.01 per hour from the wages of all employees in the Bargaining unit for all hours worked and on May 15th. and November 15th. to pay the amount so deducted to Steelworkers of America National Office, 234 Eglinton Avenue East, Toronto, Ontario, M4P 1K7 and to advise in writing both the Humanity Fund and the aforementioned address and the Local Union that such payment has been made, the amount of such payment and the names of all employees in the Bargaining Unit on whose behalf such payment has been made.

22.09 Death Benefit Fund

The Resort agrees to deduct fifty (0.50) cents per payroll from each employee for the death benefit assessment. The employer will forward such payment to United Steelworkers Local 1-405 on a monthly basis.

22.10 Use of Personal Vehicles

No employee shall be required to use a personal vehicle for Resort business without compensation at a rate to be agreed upon by the Resort and the Union.

22.11 Pay Days

Pay days will be every second Monday. Each employee, on pay day, may pick up their itemized statement of wages earned and deductions from the Administration Office.

22.12 Supervisor Classification

An employee who is appointed as a supervisor by the Resort, and for whom a supervisory job classification does not exist, shall be paid at an hourly rate of ten (10%) per cent higher than the highest non-supervisor rate of pay in the department in which that employee is supervising.

22.13 Letters of Understanding

All Letters of Understanding will be renewed, terminated or renegotiated with each Collective Agreement and will form part of the Collective Agreement.

22.14 Labour Relations Code Sections 50(2) and 50(3)

It is agreed that subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia is hereby excluded and shall not apply to this Agreement.

22.15 Special Placements

The Resort may initiate a special placement procedure to cover certain persons who do not meet the Resort's normal standards for employment. A period of employment will be set and may vary for each individual employed under this procedure.

A person hired will retain the status of a special placement employee until released from the Resort's employ or until such time as the person is placed on regular or casual employment status. A special placement employee will be advised, in writing, of the terms of employment and of any change in status during the placement period.

The Union will receive a full explanation for the reason for each placement, and the terms and conditions of it. The Resort shall consider any constructive criticism or proposal made by the Union. The Union may propose candidates for employment under this clause.

22.16 Savings Clause

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Resort and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions as rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 of the Collective Agreement.

22.17 Definitions

"Labour Code" means the Labour Relations Code of British Columbia;
"Labour Relations Board" or "LRB" means the Board established under the Labour Relations Code;

"Employee" means unless the context otherwise requires, an employee of the Resort who is a member of the Bargaining Unit;

"Month" means a calendar month;

"Day" means a twenty-four (24) hour period from midnight to midnight, and unless expressly indicated to the contrary, means a working day;

"Working Day" means, for any employee, a day in which that employee worked a full or part time shift. No shift shall be considered as more than one working day, notwithstanding it may extend past midnight;

"Week" means a period from midnight Saturday to midnight of the following Saturday;

"Operations" means when referring to the activities of the Resort, the business and recreational activities of the Resort;

"Gender" means where words are used in this Agreement imparting gender, they should include all persons.

22.18 Union Access

In the event that it is alleged that the Collective Agreement is being violated in a certain specified manner, the Union shall request of the department supervisor to be allowed access to the department to converse with members or stewards of the Union. Such request will not be unreasonably denied.

22.19 Joint Consultation Meetings

It is recognized that employees of the Company have a keen interest in the on- going operational and financial activities. To permit an exchange of ideas and to achieve an improvement in the skiing experience for guests and members, representatives of the Union will meet with representatives of the Company a minimum of three (3) times during ski season. Such meetings will have a formal agenda agreed-upon in advance and are not intended to impinge upon Management Rights. The employer agrees to be open to discussions with Shop Stewards to address issues and concerns as needed.

22.20 Staff Purchases

Regular full-time employees may apply, at the start of the winter season upon recall, to purchase skis, bindings, boots, or snowboards, bindings and boots for their personal use at wholesale plus 10%.

22.21 Two-for-One Ski Passes

During the term of this agreement, the Resort agrees to give, on a ski season basis, each full-time employee **eight (8)** two-for-one passes and each part-time employee **four (4)** two-for-one passes **and each casual employee three (3) two-for-one passes.** This will be provided to employees on the pay day prior to the Christmas Day holiday. Employees hired after this pay period will receive passes no later than the first pay day in February.

Employees are not permitted to sell these passes and employees that do so may be disciplined up to and including discharge.

For each 2 for 1 pass presented a ski ticket will be reduced 50%.

For two (2) – 2 for 1 passes presented a ski ticket will be received at no cost.

22.22 Employee Access to Child Care

During the term of this agreement, two (2) placements for guest child care services will be made available each day for children of employees on a first come, first serve basis. Employee reservations will not be accepted after 12:00 p.m. of the previous day.

Employees who are called in to work on short notice may utilize unused guest spots if available.

Employees utilizing child care services will be given a fifty per cent (50%) discount.

22.23 Group Ski Lessons

Group ski lessons will be provided to employees and their immediate family at no charge provided there is an existing class and the class will not result in over-crowding.

Immediate family for the purposes of this section is defined to be Spouse (including common-law) and dependent children.

22.24 Lockers

The Resort agrees to make available a storage area for employees required to have skis or a snowboard for their job.

Employees other than the above will, depending on availability, be given an opportunity to utilize lockers at a discount of fifty per cent (50%).

22.25 Rooms for Union Meetings

The Union may request a specific room to be used by the Union to hold meetings related to Union affairs. Such requests shall not be unreasonably denied.

22.26 Discount at Trickle Creek Lodge, Trickle Creek Golf Course (Food and Beverage) and Buckhorn & Main

Employees with a valid staff pass will receive their discount at the Kimberley Trickle Creek Lodge, **Trickle Creek Golf Course (Food and Beverage)** and Kimberley **Buckhorn & Main**.

- 20% at the Kimberley **Buckhorn & Main** and **Trickle Creek Golf Course (Food and Beverage)** for the employee and up to 5 family members at the table on food, but not alcohol purchases.

22.27 Ackland/Grainger

Subject to the approval of Acklands/Grainger, Employees will continue to purchase all products at the RCR, Inc. (The Employer) cost.

22.28 Minimum Wage

The minimum wage as per the Employment Standards Act will apply to this Collective Agreement.

22.29 Trickle Creek Golf Passes


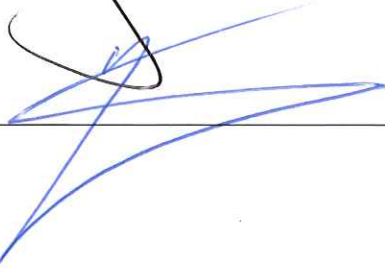
Full-time year-round employees are eligible for complimentary green fees and discounted cart rentals. Full-time seasonal employees, who are employed during the summer seniority season, are eligible for complimentary green fees and discounted cart rentals.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this
16 day of November, 2020.

Signed on behalf of the Union:




Signed on behalf of the Resort:

Job Class / Job Title		Nov. 1/19 2.75%	June 1/20 \$14.60	Nov. 1/20 2.5%	June 1/21 \$15.20	Nov. 1/21 2%
<u>FOOD & BEVERAGE PREP.</u>						
Cook I	3rd Season	\$18.39		\$18.85		\$19.23
	2nd Season	\$14.70		\$15.07	\$15.20	\$15.50
	1st Season	\$14.70		\$15.07	\$15.20	\$15.50
Cook II	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Cook III / Dishwasher	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Janitor	3rd Season	\$16.08		\$16.48		\$16.81
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>SELF SERVE</u>						
Cafetria Supervisor		*		*		*
Cashier / Clerk	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>FULL SERVICE</u>						
Bartender / Pre-98	3rd Season	\$17.63		\$18.07		\$18.43
Bartender 98	3rd Season	\$17.37		\$17.80		\$18.16
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Server	3rd Season	\$14.12	\$13.95	\$14.47	\$15.20	\$15.50
	2nd Season	\$13.05	\$13.95	\$14.30	\$15.20	\$15.50
	1st Season	\$13.05	\$13.95	\$14.30	\$15.20	\$15.50
Busperson / Dishwasher	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Door Person	3rd Season	\$16.08		\$16.48		\$16.81
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50

Job Class / Job Title		Nov. 1/19 2.75%	June 1/20 \$14.60	Nov. 1/20 2.5%	June 1/21 \$15.20	Nov. 1/21 2%
<u>WINTER LIFE OPERATIONS</u>						
Night/Lift Supervisor		*		*		*
Chairlift	3rd Season	\$17.22		\$17.65		\$18.00
Operator	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
T-Bar	3rd Season	\$16.44		\$16.85		\$17.19
Operator	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Chairbase	3rd Season	\$16.37		\$16.78		\$17.12
Attendant	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Wonder Carpet	3rd Season	\$15.27		\$15.65		\$15.96
Attendant	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Lift Attendant	3rd Season	\$15.28		\$15.66		\$15.97
Top Dbl. Trp.	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Winter Bush	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Trail Crew	3rd Season	\$15.27		\$15.65		\$15.96
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Park Facilities	3rd Season	\$16.37		\$16.78		\$17.12
Coordinator	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Ticket Checker	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Snow Making	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Car Park	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Snow Shoveller	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50

Job Class / Job Title		Nov. 1/1 2.75%	June 1/20 \$14.60	Nov. 1/20 2.5%	June 1/21 \$15.20	Nov. 1/21 2%
Van Driver	3rd Season	\$15.27		\$15.65		\$15.96
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>SUMMER OPERATIONS</u>						
Chairlift Operator	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Attendant	3rd Season	\$16.37		\$16.78		\$17.12
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Summer Grounds Maintenance	3rd Season	\$16.37		\$16.78		\$17.12
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Summer First Aid Attendant	3rd Season	\$17.81		\$18.26		\$18.63
	2nd Season	\$14.24	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.24	\$14.60	\$14.97	\$15.20	\$15.50
Brushing/Trail Crew	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>OFFICE</u>						
Guest Services Coordinator	3rd Season	\$17.17		\$17.60		\$17.95
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Ticket Seller / Receptionist	3rd Season	\$15.17		\$15.55		\$15.86
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Summer Tickets / Receptionist	3rd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>RENTAL / RETAIL</u>						
Retail Hard Goods Person	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Ski Mechanic - Lead Hand	3rd Season	\$17.22		\$17.65		\$18.00
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50

Job Class / Job Title		Nov. 1/19 2.75%	June 1/20 \$14.60	Nov. 1/20 2.5%	June 1/21 \$15.20	Nov. 1/21 2%
<u>RENTAL / RETAIL CON'T</u>						
Ski Mechanic	3rd Season	\$15.16		\$15.53		\$15.85
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Retail Sales Person	3rd Season	\$15.16		\$15.53		\$15.85
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Technician	3rd Season	\$14.95		\$15.32		\$15.63
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Cashier / Ticket Seller	3rd Season	\$15.16		\$15.54		\$15.85
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>SKI AREA MAINTENANCE</u>						
Millwright	1st Season	\$34.01		\$34.86		\$35.56
Electrician	1st Season	\$34.01		\$34.86		\$35.56
Heavy Duty Mechanic	1st Season	\$34.01		\$34.86		\$35.56
Carpenter	1st Season	\$34.01		\$34.86		\$35.56
Building Maintenance	3rd Season	\$16.29		\$16.70		\$17.03
	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Mechanic Lift	3rd Season	\$17.22		\$17.65		\$18.00
Mech. Build	2nd Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
Maint. Helper	1st Season	\$14.23	\$14.60	\$14.97	\$15.20	\$15.50
<u>VEHICLE OPERATIONS</u>						
Snow Cat Supervisor		*		*		*
Snowcat / Heavy Equipment Operator	3rd Season	\$22.03		\$22.58		\$23.03
	2nd Season	\$17.62		\$18.06		\$18.42
	1st Season	\$17.62		\$18.06		\$18.42
<u>SKI PATROL / DISPATCHER</u>						
Ski Patrol Supervisor		*		*		*
Ski Patrol	3rd Season	\$17.81		\$18.26		\$18.63
	2nd Season	\$14.24	\$14.60	\$14.97	\$15.20	\$15.50
	1st Season	\$14.24	\$14.60	\$14.97	\$15.20	\$15.50

SCHEDULE "B"

JOBS EXCLUDED FROM THE BARGAINING UNIT

Mountain Operations Manager	Treasurer/Controller
Accounting Manager	Payroll Administrator
Office Manager	Asst. Mountain Operations Manager
Maintenance Manager	Lift Maintenance Manager
Marketing Manager	Night Auditor/Accounting Clerks
Snow School Director	Food and Beverage Manager
Rental / Retail Manager	Chef
Guest Services Manager	Assistant Food and Beverage Manager

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**


OF THE SECOND PART

Re: ORIENTATION

That an invitation shall be extended to the United Steelworkers Local 1-405 to meet and be introduced to new employees and returning employees during the orientation sessions.


IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:



Day Wood

Signed on behalf of the Resort:



LETTER OF UNDERSTANDING NO. 2

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART



Re: UNION BUSINESS AND SENIORITY

Hours shall be credited for seniority purposes for missed shifts when an employee is off on official union business.


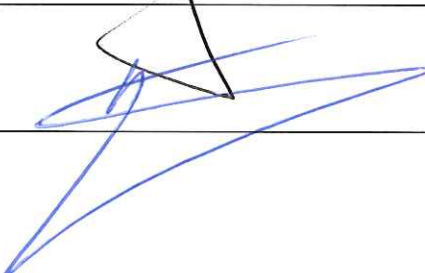
The Resort shall be advised in writing of such occurrence from the Union.

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:

Signed on behalf of the Resort:

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART

Re: SKI SCHOOL

The parties hereto agree that the Ski School shall be operated outside of the Collective Agreement on the basis that the Resort shall pay to the Union the equivalent dues on the basis of **\$17.85** per month for full time employees and **\$8.93** per month for part time employees.

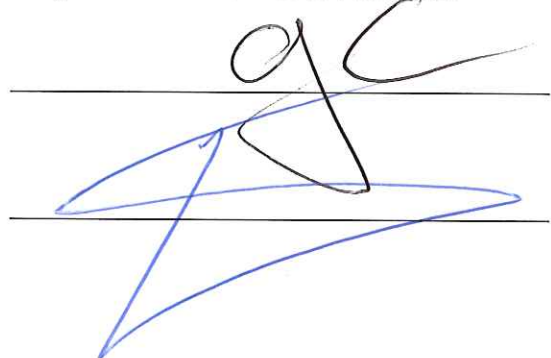
These amounts will increase at the same rate as any negotiated wage percentage increase in this agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:



Signed on behalf of the Resort:



LETTER OF UNDERSTANDING NO. 4

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART

Re: PARKING

The parties hereto agree that arrangements will be made for staff to be escorted to their cars at the end of their night shifts or they shall be allowed to park in a well-lit area.

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:




Signed on behalf of the Resort:




LETTER OF UNDERSTANDING NO. 5

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART

Re: SCHEDULE B

The parties also agree that reference and negotiations regarding "Schedule B" of the "Collective Agreement" shall cease as of the date of this "Letter of Understanding" and that future bargaining between the parties shall remain silent with reference to "Schedule B".

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:


Two blue ink signatures are written on two horizontal lines. The top signature is a stylized cursive 'D' followed by 'W'. The bottom signature is a stylized cursive 'D' followed by 'W'.

Signed on behalf of the Resort:


Two blue ink signatures are written on two horizontal lines. The top signature is a stylized cursive 'A' followed by 'C'. The bottom signature is a stylized cursive 'A' followed by 'C'.

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART

Re: Rail Park Attendants

The Union & the Resort agree that unpaid volunteers can perform work for special events. No Employee(s) who normally performs this work will be laid off or suffer a loss of hours or pay as a result of the Special Event Volunteer.

The Resort agrees that the intention of this Letter of Understanding will not erode the bargaining unit.

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:



Signed on behalf of the Resort:



LETTER OF UNDERSTANDING NO. 7

BETWEEN:

**Kimberley Alpine Resort
(the "Resort")**

OF THE FIRST PART

AND:

**Steelworkers Local 1-405
(the "Union")**

OF THE SECOND PART

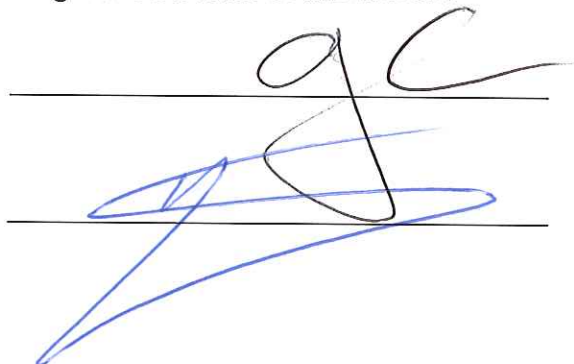
Ski Patrollers/Dispatch hired or to be hired shall be required to present and maintain a minimum First Aid level as determined by the Company, currently defined in Occupational First Aid Level 3 (OFA 3) or Outdoor Emergency Care for the term of this agreement. The Company reserves the right to determine other First Aid training and protocols required to be a ski patroller/dispatcher at Kimberley Alpine Resort.

IN WITNESS WHEREOF the Parties hereto have executed this Letter of Understanding on the 16 day of November, 2020.

Signed on behalf of the Union:



Signed on behalf of the Resort:



BETWEEN

AND

SUBJECT

Grant Farquhar, Financial Secretary