

COLLECTIVE AGREEMENT

BETWEEN

RED MOUNTAIN RESORTS

AND

**UNITED STEELWORKERS OF AMERICA,
LOCAL 9705**

Effective Nov. 1, 2002 - Oct. 31, 2004

ARTICLE 1 - Definitions

1.01 - Jurisdiction

The term “employees” as used in this Agreement means all those individuals employed by the Company at its facilities in the vicinity of the City of Rossland except those in a supervisory position presently existing of General Manager, Mountain Manager, Marketing Director, Assistant Ski School Director, Chief Financial Officer, Ticket Office Supervisor, Ski School Director, Food & Beverage Manager, Hill & Trail Supervisor, Ski Patrol Director, Lift Supervisor, Maintenance Manager, Human Resources Manager, Base Facilities Manager, Administrative Assistant, Snow Cat Supervisor, Food Services Supervisor, and Marketing Manager. For purposes of this Agreement, the term person shall mean anyone other than an employee.

1.02 - Casual Employees

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

1.03 - Emergency Situation

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

1.04 - Full-time Employees

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

1.05 - Job Sharing

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

1.06 - Part-time Employees

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

1.07 - Notification of Status

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

ARTICLE 2 - RECOGNITION OF UNION

2.01 - Union Representation

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

2.02 - Bulletin Boards

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

2.03 - Members in Good Standing

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

2.04 - Policies and Procedures

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

2.05 - New Employees

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

2.06 - Lapel Pins

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

2.07 - Attending to Union Business

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

ARTICLE 3 TERM OF AGREEMENT

3.01

This Agreement shall come into effect on the 1st day of November 2002 and shall remain in effect up to and including the 31st day of October 2004. Where the parties are engaged in negotiations for a new collective agreement, and no agreement is reached prior to the expiry of this Agreement, this Agreement shall remain in full force and effect until a new agreement is reached or until the negotiations are discontinued by either party and a strike or lockout ensues.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01

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

4.02

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

4.03 - Bargaining Unit Work

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

(b) A person whose job is not in the bargaining unit shall be permitted to perform bargaining unit work in case of instruction, emergency, experimentation, pre and post season work, and during instances of financial emergency which shall be reviewed and agreed to by both parties to the Agreement.

Pre and post season work is defined as work done between November 1st and the opening day of the ski season for the purpose of preparation, and a two week period immediately following the closing day of the ski season for the purpose of closing the operation. Persons, regularly employed in the immediate work area, may only perform such work when there is a minimum of one employee for each person, working.

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

- Ski Patrol
- Guest Guide Service

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

ARTICLE 5 - DISCRIMINATION

5.01

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

ARTICLE 6 - UNION DUES

6.01

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

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

6.02

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

6.03

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

ARTICLE 7 - HOURS OF WORK**7.01 - Work Period**

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

7.02 - Work Day

- 1) The normal working day is any day an employee is normally at work according to his/her assigned schedule. Any changes to the assigned schedule require the prior approval of the employee's immediate supervisor. The Company must give the employee twelve hours notice of assigned schedule changes except in cases where the cause of the schedule change is beyond the control of the supervisor.
- 2) When an employee is required to start work prior to his regularly scheduled shift and he works up to or into his shift, he shall have the option to complete the shift.

7.03 - Performance of Ski Patrol Duties

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

7.04 - Volunteer Ski Patrol

In the event that an expansion of the Company's operations requires the services of additional ski patrollers, the Company agrees that these shall be paid positions within the Bargaining Unit and that in any event the volunteer Ski Patrol shall not be expanded beyond its present size of forty (40) members.

7.05 - Office Private Lessons

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

7.06 - Days off

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

7.07 - Ski Hosting duties

Preference will be given to the most senior Ski Instructors, at their option, for ski hosting duties.

7.08 - Tree Hosting Duties

See Letter of Understanding No. 8.

ARTICLE 8 - SENIORITY

8.01 - Probationary Period

Notwithstanding anything in this Agreement, a full time or part time seasonal employee shall be on probation for a period of twenty (20) working days from the date of first hiring. Employees hired on a year-round basis for a special trade or skill shall be on probation for a period of sixty (60) calendar days. During the probation an employee may be terminated for any reason, without reference to any other provision of this Agreement.

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

8.02 - Specialty work

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

8.03 - Promotions, Demotions and Lay-off

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

8.04 - Recall - Job Phone

- 1) Each employee shall inform the Company in writing of his/her intention to be available for work for the upcoming season prior to September 1 of each year. Failure to be available for work as required by the Company at the start of a new season will result in an employee forfeiting his/her right to recall, under provision of 8.06.

The Company agrees to set up a job phone, which will give details of all job openings. This will be done no later than September 15th of each year and application for these jobs will be taken by writing or fax up to and including September 30th of each year.

- 2) **Recall - 1st Season Only** - Each employee shall inform the Company in writing of his/her intention to be available for work for the upcoming season beginning August 1st but prior to September 1st of each year. The employee must also indicate any changes or desired changes in their work status. Failure to be available for work will result in the employee forfeiting his/her right to recall. All employees must have an established phone number where the Company can consistently make direct contact with the employee after November 1st. Failure to establish this phone number by the employee by November 1st will result in the employee forfeiting his/her right to recall and work. The Company will maintain a year-round website as well as a human resources contact at the mountain where details of all job openings and details of the hiring process can be found.

8.05 - Calculation of Seniority

Seniority shall be calculated as follows:

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

The Company shall keep a record showing the date upon which each employee's service commenced and terminated and the list detailing Company and Departmental seniority shall be provided to the Union on October 15 of each year.

The list shall show each employee by department and detail their Company seniority, Departmental seniority, Total seniority and wage rate.

8.06 - Loss of Seniority Rights

1. An employee shall not lose seniority rights if he/she is absent from work due to sickness, accident, layoff or leave of absence approved by the employer. An employee shall only lose his/her seniority in the event:
 - 1) the Employee is discharged and not reinstated,
 - 2) the Employee resigns in writing,
 - 3) the Employee fails to return to work within seven (7) calendar days following layoff after being notified to do so, by registered mail at their last known address, unless through sickness or other just cause.

It shall be the responsibility of the employee to keep the employer informed of his/her address and phone number even in the event of short-term layoff.

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

8.07 - Lay-off

Layoff shall occur in the reverse order of Company seniority, subject to job requirement. Employees shall be recalled in order of their Company and Departmental seniority as per 8.05, subject to job requirement. No new employees shall be hired until those laid-off have been given an opportunity to recall, subject to job requirement.

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

8.08 - Scheduling Preference

The Company agrees, where feasible, consistent with efficient operation, that employees shall have preference with scheduling in accordance with their departmental seniority.

8.09 - Evaluation Period

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

8.10 - Seniority while on Leaves of Absence

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

8.11 - Seniority for Office Private Lessons

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

8.12 - Scheduling of Shifts

1. While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of a lesser number of hours.

2. The employer shall maximize the amount of working hours available in order of seniority for ski instructors

8.13 - Maximizing Hours of Work

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

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01

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

9.02 - Disciplinary Discussions

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

9.03

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

9.04 - Step 1

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

9.05 - Step 2

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

The General Manager or his designate will render a written response to the employee

within fourteen (14) calendar days of receiving the grievance.

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

9.06 - Step 3

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

The General Manager or his designate will meet with the Union Grievance Committee within seven (7) calendar days of receiving the written grievance at this Step. A staff representative and/or the Local Union President may be present at the Step 3 meeting.

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

9.07 - Step 4

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

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

Brian Foley
Dave McPhilips

The decision of the Arbitrator in respect of an interpretation or alleged violation of this Agreement shall be final and binding upon the parties, but in no event shall the Arbitrator have the power to alter, modify or amend this Agreement in any respect. Each party shall pay the expenses incurred in connection with the presentation and preparation of its own case. The parties shall bear in equal shares the expenses of the Arbitrator.

The Arbitrator shall hear and determine the difference or allegation and shall within a maximum of thirty (30) calendar days following the arbitration render his/her decision.

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

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

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

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

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

9.08

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

9.09

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

9.10

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

(i) There is no aggrieved employee or employees possible of identification at the time the dispute arose or

- (ii) The grievance involves Company policy, in which case the grievor or grievors possible of identification shall be named on the face of the grievance form.
- (iii) The grievance involves a selection under the Job Posting Process where the posting is to another area outside the jurisdiction of the employee's immediate supervisor.

9.11

In all cases while disputes are being investigated and settled, the employee(s) and all other parties involved, except an employee serving a disciplinary suspension, must continue to work, but where the employee(s) has been discharged by the Company, he/she shall not remain in the employ of the Company while his/her case is being investigated and settled. Where the employee(s) has been suspended or discharged and it is decided by arbitration that he/she or they were unjustly suspended or discharged, he/she or they shall be reinstated and the same arbitrator who dealt with the claim shall fix the compensation, if any, for the time lost by the employee(s) concerned and his/her decision shall be final.

9.12

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

ARTICLE 10 - WAGES

10.01

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

10.02 - Higher rate of Pay

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

10.03 - Meal Breaks

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

10.04 - Coffee Breaks

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

10.05 - 4 & 4 Shift

It is agreed that where snow grooming equipment operators are working on a 4 day on / 4 day off shift on a 10 hour per work day basis, the equipment operators shall be paid as follows:

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

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

10.06 - Paid Lunch Break for Ski Patrollers

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

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

10.07 - Lead Hand Designation

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

10.08 - Pay Period

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

shall be made on the Friday following the end of the pay period.
The dates of the pay period will be shown on the pay stubs.

ARTICLE 11 - REPORTING TO WORK

11.01 - No Work Available

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

11.02 - Recalled to Same Shift

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

11.03 - Commencement of Work

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

11.04 - Meetings called by Employer

Notwithstanding the provisions of Articles 11.01, 11.02, 11.03, and 12.02, the Union agrees that in the case of general staff and/or departmental meetings, employees will be paid for actual time involved at the employees base rate.

11.05

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

ARTICLE 12 - OVERTIME RATES

12.01 - Definition of Overtime

- a) Notwithstanding article 10.05, overtime means any time worked over eight (8) hours in a day and/or forty (40) hours in a week
- b) All overtime in excess of eight (8) hours during an employees' working period shall be voluntary, except when a qualified replacement is not available. In such cases, the

employee must remain at work.

12.02

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

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

12.03

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

12.04

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

12.05

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

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

ARTICLE 13 - HOLIDAYS / HOLIDAY PAY

13.01 - Statutory Holidays

All work performed by employees on the following holidays: New Year's Day, Victoria

Day, Dominion Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, shall be compensated for at one and one-half (1 ½) times the base rate in addition to their normal regularly scheduled shift hours, paid at the employees base rate.

13.02 - Boxing Day and Good Friday

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

13.03 - Stats not Worked

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

- i) to qualify for pay on a holiday, the employee must work his/her last scheduled shift before the holiday and his/her first scheduled shift after the holiday.
- ii) absence on either the qualifying day before the holiday or the qualifying day after the holiday for reasons of the employee's sickness or accident shall not disqualify the employee for payment of the holiday. A certificate from a doctor licensed to practice medicine may be required to substantiate the illness or accident.
- iii) a full time employee or part time employee who qualifies for pay on a holiday and who does not work on such holiday shall be paid the same amount for that holiday as though he/she worked normal hours on that day.
- iv) for the purpose of qualifying for statutory holiday pay under this Article, a part time employee is defined as one who normally works less than four (4) shifts or twenty-eight (28) hours per week.
- v) an employee who qualifies shall not be entitled to such pay if he/she does not work on the holiday after being required by the Company to do so, unless a suitable replacement has been arranged in advance by the employee concerned.

13.04 - Vacation Pay

(a) Employees who have completed less than two (2) winter seasons work are entitled to vacation pay calculated on the basis of 4% of gross earnings of the previous year.

(b) Commencing at the start of the third season or when employees have accumulated twelve (12) months of Company seniority, whichever comes first, employees shall thereafter accumulate vacation pay at the rate of six (6) percent of the total remuneration earned. Such employees employed on a year-round basis shall receive, in lieu of the above, three (3) weeks vacation with pay at the completion of twelve (12) months service and four (4) weeks vacation with pay at the completion of sixty (60) months service.

13.05

Seasonal employees shall receive vacation pay accrued on each pay.

ARTICLE 14 - JOB POSTINGS

14.01 - Selection to Job Vacancies

In the selection of employees to fill posted job vacancies, senior employees shall be entitled to preference in accordance with article 8.03.

Preference shall be given to eligible employees over persons in the selections of job vacancies.

14.02 - Posting of Vacancies

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

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

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

14.03

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

14.04

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

14.05 - Notification of Successful Applicants

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

14.06 - Notification of Hiring, Terminations, etc.

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

14.07 - Local Hiring Policy

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

ARTICLE 15 - BENEFITS

15.01 - Medical Plan

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

15.02 - Meal Assistance Voucher

Any employee required to work unscheduled overtime in excess of two hours per scheduled work day shall be entitled to a meal assistance voucher for use at any Red Mountain food outlet for a value not to exceed \$8.50 per meal. No cash will be paid out. The vouchers shall remain redeemable for the term of the season.

15.03 - Personal and Family Passes

All full time and part time employees of the Company employed in winter operation of the

ski area shall receive a personal staff pass valid for the term of their employment. At the commencement of a full time employees' second winter season, and a part time employee's fifth winter season, and each season thereafter, he/she shall be entitled to a personal family season pass. Family season passes will become invalid if the employee quits or is discharged with just cause. All year-round employees shall receive a personal family pass upon completion of four (4) months service. When this 4 month period ends during the winter season, the employee(s) shall be refunded a pro-rated amount based on a 4 month ski season. If the Company changes the employee's position from full time to part time, he/she will retain full time benefits. If the employee requests a change from full time to part time, full time benefits will be terminated. Job sharing employees shall receive a personal pass, all other benefits will be split on a 50/50 basis. For those employees who do not ski, their passes may be transferred to another family member.

15.04 - Sickness Benefits Fund

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

15.05 - Reimbursement of Course Fees

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

15.06 - Steelworkers' Humanity Fund

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

15.07 - Two for one Ski Passes

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

part time employee three (3) two for one passes.

15.08 - Discounted Babysitting Services

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

15.09 - Group Ski Lessons

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

15.10 - Instructors' Course Fees

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

ARTICLE 16 - EQUIPMENT ALLOWANCE

16.01 - Ski Patrollers' Allowance

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

16.02 - Gloves

The Company agrees to provide each full time lift operator, groomer, and parking lot attendant with an allowance for gloves up to twenty dollars (\$20) per season payable upon providing a receipt for the purchase of gloves.

16.03 - Uniforms

If an employee is required to wear a uniform or other special apparel, for purposes of safety, protection of street clothing or otherwise, the Ski Resort shall furnish to each employee the

uniforms or special apparel and shall clean, launder, repair or provide similar services with respect to the upkeep of it. In the event of a uniform needing cleaning or repair, the employee will obtain the authorization of management who will make the necessary arrangements. Such authorization will not be unreasonably withheld. Uniforms or other special apparel provided by the Ski Resort remain the property of the Ski Resort and must be returned upon request. In any event each uniform shall be replaced as necessary for appearance and function.

16.04 - Allowance for Maintenance - tools, gloves and boots

An allowance for tools and gloves required for their job of four hundred and fifty dollars (\$450) per year will be provided to all year-round maintenance employees at the completion of four (4) months seniority. Seasonal full-time maintenance employees will receive two hundred and eighty dollars (\$280) per season at the completion of four (4) months seniority.

All maintenance employees will further receive a twenty-five percent (25%) rebate on the purchase of a mountaineering/ winter type boot of their choice for safety and comfort on the job up to one hundred (\$100) over a two year period. All said allowances will be provided subject to proof of purchase.

ARTICLE 17 - GENERAL

17.01 - Job Descriptions

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

The Employer will provide up to date job descriptions, to the Union by November 1, 2003. Should the Employer fail to do so, the Union may refer the matter to arbitration for resolution.

17.02 - Access to Personnel Files

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

17.03 - Disciplinary Warnings

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

17.04 - Lunchroom

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

17.05 - Injured at Work

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

ARTICLE 18 - LEAVES OF ABSENCE**18.01 - Bereavement Leave**

A full time employee shall be granted three (3) regularly scheduled consecutive working days leave without loss of salary or wages in the case of the death of a parent, step-parents, wife, husband, brother, sister or child and one (1) working day leave without loss of salary or wages in the case of the death of a grandparent, mother-in-law, father-in-law, grandchild, brother-in-law, sister-in-law, aunt, or uncle. Reasonable leave of absence shall be granted for travel and estate affairs without pay and loss of seniority.

18.02 - Maternity/Parental/Paternity Leave

In keeping with the Employment Insurance Act, employees shall be granted maternity or parental leave for up to twelve (12) months. In such case, the employee will not lose, nor accrue seniority.

Paternity Leave - Employees shall be granted paternity leave for up to four days without pay or loss of seniority rights. The period shall be taken immediately prior to and after the birth date.

18.03 - Jury Duty

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

18.04 - Union Leave

The Company agrees to grant leave of absence without pay to employees to attend such functions as labour conventions, labour arbitrations, labour schools or grievance matters as set forth in this Agreement, provided the aggregate leave of absence granted under this Marginal Paragraph for all such Union purposes shall not interfere with the normal operations of the Company and shall not exceed 400 calendar days in any one calendar year. Such leave shall not be unreasonably withheld. The limitation of 400 days may be exceeded for the purpose of collective bargaining provided it does not interfere with the normal operations of the Company. No deduction will be made by the Company from the pay of any such employee for the duration of the unpaid leave of absence so granted. At the end of each calendar month, the Company will bill the local Union for the actual lost time wages incurred while the employee was on such leave of absence. The Union shall reimburse the Company within fourteen (14) days of such billing. For the exception of negotiations, the Union shall use every reasonable effort to request such leaves at a minimum of seven (7) days prior to the leave being taken.

18.05 - General Leave of Absence

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

19.01 - Occupational Health and Safety Committee

The Union and the Company agree to establish a joint Occupational Health and Safety Committee. This Committee will meet regularly as required by either party, but not less than monthly. The purpose of the Committee will be to review Safety, Health and Environmental issues that may be of concern to the parties. Before a dispute under this paragraph is referred to an outside party, the Union agrees that the issue will be raised with the Joint Committee or, if this is not possible in a timely fashion, to a senior management official.

ARTICLE 20 - RACIAL AND SEXUAL HARASSMENT**20.01**

The Company and Union agree to maintain a working environment which is free from racial and/or sexual harassment.

ARTICLE 21 - SUMMER EMPLOYMENT

Seasonal summer employment will be handled in the following manner:

1. Summer employment, with the exception of supervisors, will fall within the scope of the bargaining unit.
2. Employees will be hired from the Bargaining Unit on the basis of their seniority, and ability to perform the work. Regular employees from the skiing season or from the summer season shall be given preference in hiring over new applicants for a vacancy in the opposite season provided they are able to perform the required job.
3. In the case where not enough Bargaining Unit people are available to fill the positions, the contractor can hire from outside the Bargaining Unit.
4. The Union will be notified two weeks in advance in writing of expected positions for summer employment, outlining such information as starting date, number of employees required etc. These jobs will also be posted at the ski hill in accordance with Article 14 of the Collective Agreement.
5. Summer work performed by Union members will not restrict the Company's ability to qualify for grants.
6. It is agreed that employees hired for summer employment will be called "summer assistants" and paid at the rate of the intermediate lift operator or their winter rate, whichever is greater.

ARTICLE 22 - TRAINING

22.01

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

22.02 Technological Change

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

(a) Technological change shall be introduced by the employer only after the union and the employer have reached agreement regarding the measures to be taken by the employer to protect the employees from any adverse effects;

(b) If the union and the employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters, and the technological change shall not be introduced by the employer until such determination is made, and only in accordance therewith.

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

(a) An employee who is rendered redundant or displaced from his/her job as a result of technological change shall have an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform and, if there is no vacancy, shall have the right to displace employees with less seniority provided he/she is able to perform the job;

(b) Where new or greater skills are required than are already possessed by the affected employees, such employees shall, at the expense of the employer, be given a reasonable period of time, without reduction of hours of work or rates of pay, during which they may acquire the necessary skills required by such technological change;

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

SCHEDULE 1

Effective October 31, 2002

Classifications	Step 1 Junior	Step 2 Intermed.	Step 3 Senior
Maintenance Person	\$12.90	\$15.54	\$18.20
Journeyman	\$19.63	\$20.69	\$20.69
Senior Snow Cat Operator	\$15.60	\$16.64	\$18.05
Building Mtc. Person	\$10.40	\$11.44	\$12.23
Snow Cat Operator	\$10.78	\$12.10	\$15.02
Lift Hosts	\$8.77	\$10.03	\$12.90
Parking Attendants	\$8.77	\$9.02	\$9.29
Ticket Checkers	\$8.77	\$9.02	\$9.29
Janitor	\$8.77	\$10.13	\$12.63
Bus Person	\$8.48	\$8.48	\$8.48
Grill Cook/Pizza Cook	\$9.29	\$10.45	\$12.36
Cafeteria/Pizza Cashier	\$8.77	\$9.54	\$11.30
Sr. Food & Bev. Person	\$11.97	\$13.27	\$13.52
Senior Ticket Cashier	\$12.48	\$14.05	\$15.93
Ticket Cashier	\$8.77	\$10.24	\$12.15
Bar Person	\$9.02	\$10.24	\$10.94
Assist. Ski Patrol Leader	\$14.75	\$14.75	\$14.75
Ski Patroller	\$10.08	\$11.56	\$13.69
Dispatch	\$10.61	\$11.44	\$12.48
Day Care Person	\$9.83	\$9.83	\$11.95
Ski School Instructor	\$9.72	\$11.30	\$13.42
Ski School/Office Clerk	\$9.02	\$9.83	\$12.15
Reservation Clerk	\$8.97	\$8.97	\$11.41
Information Clerk	\$8.77	\$8.77	\$10.61
Snow Reporter	\$8.77	\$9.36	\$9.89
Marketing Technican	\$12.48	\$15.93	\$16.13
Marketing Assistant	\$8.85	\$10.40	\$14.87
Hot Shot	\$9.54	\$10.40	\$11.44
Tree Host	(Commission)		

SCHEDULE 1

Effective November 1, 2003

Classifications	Step 1 Junior	Step 2 Intermed.	Step 3 Senior
Maintenance Person	\$13.03	\$15.70	\$18.38
Journeyman	\$19.83	\$20.90	\$20.90
Senior Snow Cat Operator	\$15.76	\$16.81	\$18.23
Building Mtc. Person	\$10.50	\$11.55	\$12.35
Snow Cat Operator	\$10.89	\$12.22	\$15.17
Lift Hosts	\$8.86	\$10.13	\$13.03
Parking Attendants	\$8.86	\$9.11	\$9.38
Ticket Checkers	\$8.86	\$9.11	\$9.38
Janitor	\$8.86	\$10.23	\$12.76
Bus Person	\$8.56	\$8.56	\$8.56
Grill Cook/Pizza Cook	\$9.38	\$10.55	\$12.48
Cafeteria/Pizza Cashier	\$8.86	\$9.64	\$11.41
Sr. Food & Bev. Person	\$12.09	\$13.40	\$13.66
Senior Ticket Cashier	\$12.60	\$14.19	\$16.09
Ticket Cashier	\$8.86	\$10.34	\$12.27
Bar Person	\$9.11	\$10.34	\$11.05
Assist. Ski Patrol Leader	\$14.90	\$14.90	\$14.90
Ski Patroller	\$10.18	\$11.68	\$13.83
Dispatch	\$10.72	\$11.55	\$12.60
Day Care Person	\$9.93	\$9.93	\$12.07
Ski School Instructor	\$9.82	\$11.41	\$13.55
Ski School/Office Clerk	\$9.11	\$9.93	\$12.27
Reservation Clerk	\$9.06	\$9.06	\$11.52
Information Clerk	\$8.86	\$8.86	\$10.72
Snow Reporter	\$8.86	\$9.45	\$9.99
Marketing Tech.	\$12.60	\$16.09	\$16.29
Marketing Assistant	\$8.94	\$10.50	\$15.02
Hot Shot	\$9.64	\$10.50	\$11.55
Tree Host	(Commission)		

Schedule 1...cont.

1. Employees who are returning to work following their first season of work will automatically graduate to the next highest rate in their classification on the 1st day of their respective anniversary date of their hiring. Full-time employees with fourteen (14) or more months department seniority will graduate to the senior rate. Employees currently receiving senior rates will continue to receive those rates until they voluntarily vacate that position. Employees who have completed their first season and move to another job will receive no less than the intermediate rate on the job they move to.

2. In the event of a vacancy in any of the top-rated classifications, the Employer agrees to appoint the most senior qualified applicant to the vacant position.

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

4. Ski School Instructors will proceed to step 2 upon completion of their Level II certification, and to step 3 upon completion of their Level III certification. Instructors holding dual certification in snow boarding and skiing will receive an additional fifty dollars(\$50.00) allowance per season.

5. Departments

- Sourdough Alley Cafeteria - Bus Person; Grill Cook/Pizza Cook; Cafeteria/Pizza Cashier; Senior Food and Beverage Person
- Rafters Lounge and Pizza - Grill Cook/Pizza Cook; Cafeteria/Pizza Cashier; Bar Person; Senior Food and Beverage Person
- Paradise Lodge - Grill Cook/Pizza Cook; Cafeteria/Pizza Cashier; Senior Food and Beverage Person
- Buildings - Janitor; Building Maintenance Person
- Maintenance - Maintenance Person; Journeyman
- Dispatch - Dispatch
- Hill & Trail - Senior Snow Cat Operator; Snow Cat Operator
- Patrol - Assistant Patrol Leader; Ski Patroller
- Snow School - Ski School Instructor; Ski School Office Clerk; Tree Host
- Lift Operations - Lift Operator; Ticket Checker; Parking Lot Attendants
- Ticket Office - Senior Ticket Cashier; Ticket Cashier
- Marketing - Marketing Technician; Marketing Assistant and Snow Reporter
- Guest Services - Snow Reporter

· Kindercare - Daycare Person

6. Hot Shots - The provisions of article 8 will apply in the assignment of work to Hot Shots, and such assignments will not result in any employee being crew reduced, layed off, or suffering a reduction in hours when the employee has more seniority than the Hot Shot.

The provisions of Article 10.02 will apply to Hot Shots assigned to a higher classification.

7. Tree Hosts - see Letter of Understanding #12

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

9. Night Shift premium - Snow Cat Operators (including the Senior Operator) will receive an additional .35¢ per hour while working night shift.

SCHEDULE 2 - EQUIPMENT ALLOWANCES AND PREMIUMS

Professional Ski Patrol Equipment Allowance

\$725.00 per season (Pro-rated where necessary, over an assumed 4 month season, e.g. Patroller works 3 months, receives 75% of equipment allowance.)

Ski Equipment Allowance

Any employee who is required to use his/her personal ski equipment for a major portion of any working day to perform his/her designated task shall receive shop rental at cost to the Company. Ski Instructors shall receive \$350.00 per season, pro-rated based on three hundred (300) instruction hours.

Lead Hand Premium

In addition to the above hourly rates, an employee shall receive \$1.00 per hour in the event he/she is called upon to act in their capacity as lead hand.

LETTER OF UNDERSTANDING No. 2

BETWEEN: **RED MOUNTAIN RESORTS INC.**

AND: **UNITED STEELWORKERS OF AMERICA LOCAL 9705**

SUBJECT: **CONTRACTING OUT**

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

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

Signed:

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**



LETTER OF UNDERSTANDING No. 3

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: INFORMATIONAL MEETINGS

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

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

Signed:

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING No. 4

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: BAR SUPERVISOR

The parties agree that the position of Bar Supervisor, presently performed by Jamie Richardson, will continue to be exempt from the bargaining unit until Ms. Richardson leaves this position. At such time this job will be posted under the provisions of the collective agreement as a bargaining unit job. However, if the duties of this job are expanded so that the incumbent is not performing any bargaining unit work, this job shall continue to be exempt.

While this job remains outside of the bargaining unit Laura Pettitt, or her/his replacement, will get at least two days per week at the lead hand rate, as well as any other hours she qualifies for under the provisions of article 10.07 when her Supervisor is absent.

In any event, the Bar Supervisor will not exceed 25 hours of bargaining unit work per week.

The Company also agrees to use its best efforts to find Laura, or her/his replacement, additional work as a result of Ms. Richardson working in the Bar alone during slack periods, provided however, that seniority is applied in accordance with the provisions of the collective agreement.

**RED MOUNTAIN RESORTS INC. UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING No. 5

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: CARPENTRY WORK

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

Signed:

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING No. 6

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

**SUBJECT: PROVISION OF SPECIALIZED CLOTHING FOR
OUTSIDE EMPLOYEES**

The Company recognizes that in the performance of certain work, activities, special articles of clothing and equipment may be desirable or required for the well-being and comfort of the employee. The Company will endeavor to make available to such employees, such specialized clothing at cost, subject to availability. Such items will become the personal property of the employee and may be used for off-the-job activities.

In recognition of the fact that some employees may occasionally be required to use their personal ski equipment in the performance of their duties, the Company will continue to pass on to employees, ski equipment discount programs as come to the attention of the management staff at Red Mountain.

Signed:

**RED MOUNTAIN RESORTS INC. UNITED STEELWORKERS
OF AMERICA LOCAL 9705**



LETTER OF UNDERSTANDING NO. 8

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: Ski Patrol Equipment Allowance

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

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

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

Casual employees shall receive no equipment allowance.

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING NO. 9

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: Recall - Cafeteria and Pizza Departments

The Parties agree that, for purposes of recall only, Cafeteria and Pizza will be regarded as two separate departments. This letter may be cancelled by either party by serving ninety (90) days notice in writing.

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING NO. 11

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: USE OF VOLUNTEERS

The Parties agree for the term of the Collective Agreement that volunteers may be used by the Company in exceptional circumstances as described below:

- 1. Community Service Events
- 2. Work Experience Students
- 3. Special Events

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

Signed

RED MOUNTAIN RESORTS INC.

**UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

LETTER OF UNDERSTANDING NO. 12

BETWEEN: RED MOUNTAIN RESORTS INC.

AND: UNITED STEELWORKERS OF AMERICA LOCAL 9705

SUBJECT: Tree Hosts

It is recognized that the duties required in “tree hosting” differ from those required in “ski hosting”, as contemplated under article 7.07. Tree hosts are required to guide guests through terrain that is considered to be more hazardous than is typically encountered by ski instructors while performing ski hosting duties. Ski hosting encompasses those duties that have historically involved showing guests the various services and groomed ski runs that the Mountain has to offer.

The following conditions will apply in the assignment of tree hosting duties:

- 1) Tree hosts will be paid at the applicable Wage Commission Rate as provided below.
- 2) The Employer shall be responsible for paying the tree hosts any Wage Commission Rate owing to them, on their regular pay cheques.
- 3) The price charged for this service will be no less than \$125 per tour, and the number of persons in the group will not exceed 4 people.
- 4) The tours will be three hours in duration and the Tree Hosts will be scheduled based on their seniority, as per article 8.
- 5) No ski Instructor will lose work that he/she would normally be assigned under the provision of article 7.07, as a result of work being assigned to a tree host.

Letter of Understanding No. 12...cont.

Wage Commission Rate Scale

- Request Privates: Tree host receives 50% of the rate charged to the guest(s).
- Referrals: Tree host receives 37.5% of the rate charged to the guest(s).
- Walk-ins: Tree host receives 25% of the rate charged to the guest(s).

In order to confirm a Request Private or a Referral, the guest(s) must confirm the name of the employee who generated such Request or Referral.

All other provisions of the Collective Agreement will apply.

Signed

**RED MOUNTAIN RESORTS INC. UNITED STEELWORKERS
OF AMERICA LOCAL 9705**

This Agreement shall be binding upon the parties hereto, jointly and severally, and upon their respective successor and assigns.

Intending to be legally bound, Red Mountain Resorts Ltd. and the United Steelworkers of America, Local 9705 have executed this Agreement this ____ day of _____, 2003.

Red Mountain Resorts INC.

**United Steelworkers of America
Local 9705**

**United Steelworkers of America,
(International)**

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