

**AGREEMENT**

**BETWEEN:**

**KIMBERLEY ALPINE RESORT**

**AND:**

**UNITED STEELWORKERS OF AMERICA LOCAL 935**

**June 1, 2001 to October 31, 2004**

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Staff Escort to Cars at Night  
Payment to Union Development Fund

LETTER OF AGREEMENT

Excluding Positions

**PREAMBLE**

WHEREAS:

A. The Kimberley Ski and Summer Resort (1986) Society (hereinafter referred to as the "Resort") is a non profit society incorporated pursuant to the Society Act of British Columbia, and operates a Resort at the North Star Mountain in Kimberley;

B. Local 8929 of the United Steelworkers of America (hereinafter referred to as the "Union") is the accredited bargaining agent for the employees of the Resort;

C. The Resort and the Union wish to make provision for the orderly and expeditious consideration and settlement of all matters relating to rates of pay and working conditions with respect to the employees for whom the Union has been accredited as bargaining agent.

THIS AGREEMENT WITNESSES that the parties agree as hereinafter set out.



- (a) Dues will be forwarded to the address designated by the International Union.
- (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.

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.

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 selection of supervisory personnel shall be entirely at the discretion of the Resort. In the event of a job opening for a new supervisor, the department shall be advised and interested parties invited to apply.

**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, 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.
- (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 following October 25th. for ski season and April 25th. 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 Union Local President

- (a) Copies of all job postings shall be sent to the Union Local President 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 Union Local President 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.
- (d) The Resort may have such persons present as it sees fit 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, 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 two (2) calendar days of the Step 1 meeting, the employee, Shop Steward and the Department Head shall attempt to resolve the grievance.
- Step 3: If the Step 2 procedure fails to resolve the grievance within four (4) calendar days of the Step 2 meeting, the grievance shall be presented to a meeting of the Grievance Committees of the Union and of the Resort for settlement.
- 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) 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.

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 agree that M.I. Chertkow will act as arbitrator,

subject to his availability within a reasonable period of time. If Mr. Chertkow is not available, the Parties shall agree to a substitute.

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 Minister of Labour 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, M.I. Chertkow, 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 Minister of Labour 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 totalling 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 works 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 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 effect 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.

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.

(c) In this Article, "paid leave of absence" includes paid absence for vacations, statutory holidays and all other authorized absence from employment with pay.

(d) 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.

(e) 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 (b). 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 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. 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.

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 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 Ski 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, other than with respect to lay-off, recall and the selection of scheduled shifts, shall be exercised based upon the appropriate seasonal seniority list.

7.18 Supervisory Seniority

Supervisors seniority shall be frozen in their department above the employee below and below the employee above. Such place shall be determined by a ratio of the hours of the employee above and the employee below and such hours of seniority shall be assigned to the supervisor.

**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 Ski Resort in writing between September 1st. and October 15th. 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 Ski Resort within seven (7) days after October 15th. of their intention to return to work shall be deemed to have forfeited their seniority rights for the Skiing season. The Ski 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 15<sup>th</sup>.

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 three (3) 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 three (3) calendar days' notice to report will result in the forfeiture of all seniority rights held by that employee.

The Resort reserves the right to appoint any person to that position during the period of notice and prior to the return to work of the regular employee.

The period within which the employee is required to report to work may be extended by ten (10) calendar days from the date the employee received notice to return to work and that 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.

8.11 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 Ski 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 Ski 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 Ski 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 seven (7) 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 seven (7) calendar days' notice to report will result in the forfeiture of all seniority rights held by that employee.

The Resort reserves the right to appoint any person to that position during the period of notice and prior to the return to work of the regular 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.

**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, and any such determination shall be subject to the grievance procedure.

9.03 Promotion Defined

An employee shall not be promoted until a vacancy occurs in a high 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

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.
- (c) 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.

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

Employees shall earn seventy-five per cent (75%) of the regular rate of pay for their first 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 season.

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, and 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, and 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.

### 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

Where an employee works 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.

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 Workers' Compensation Board; 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 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 Alpine Slide, Chairlift, and Food and Beverage Concession, Ticket Office, Ride 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.

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

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 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.

14.05 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.

14.06 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.

14.07 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.

14.08 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.

14.09 Work on Statutory Holiday Defined

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

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. 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. A regular employee shall be granted a maximum of one day's leave to permit the employee to attend the funeral of a father-in-law, mother-in-law, brother-in-law or sister-in-law. The employee shall be paid, at the regular rate of pay, for the number of hours the employee was scheduled to work on that day of leave.

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 Maternity 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 Maternity 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 Maternity 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 maternity 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 Maternity 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 maternity 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 commencement of the maternity 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 maternity 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.

**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 four (4) employees nominated by the Union to attend collective bargaining sessions with the Resort.

16.06 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.

16.07 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.

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. 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 W.C.B. 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 Ski Resort may compile a Safety Practices Appendix, setting out recognized safety requirements.

18.03 Joint Safety Committee

The Union and the Ski Resort shall establish a Safety Committee, comprising three (3) members designated by the Union and three (3) members designated by the Ski 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 Ski 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 Ski 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 International Representatives of the United Steelworkers of America.

**ARTICLE 19                    WAGES**

19.01 Rates of Pay

Rates of Pay, as of December 1, 2001, shall be set out in the attached Schedule "A".

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.

**ARTICLE 20                    TERM OF AGREEMENT**

20.01    Term of Agreement

This collective agreement shall commence on June 1, 2001 and shall terminate at midnight October 31, 2004.

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    Sickness Compensation

The Resort shall pay to the Union the sum of twenty-five (25) cents per hour for each hour worked by each regular employee, payable on or before the fifteenth (15th) 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.

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 as to the fact of the absence, the reason and 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 \$9.50 meal ticket redeemable at any Resort restaurant. No cash in lieu of the meal ticket will be given.

22.02    Uniforms

If the Ski Resort requires an employee to wear a uniform or other special apparel, for purposes of safety, protection of street clothing or otherwise, the Ski 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 Ski Resort remain the property of the Ski 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 1<sup>st</sup> of each year.

During the term of this agreement, all full-time Lift Operators, Attendants and Ski Patrol, Groomers, and Snow Shovellers will receive an allowance for gloves for up to thirty dollars (\$30.00) for the ski season.

22.04 Ski Patrol

The Resort will provide to regular full time Pro Ski Patrollers in at least their second year, high performance skis with high performance bindings each season.

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 Pass

Effective the 1997/98 ski season, each regular employee, in his/her second season who is continuing to retain their regular full-time status, shall receive a family pass.

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.

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 (50) cents per payroll from each employee for the death benefit assessment. The employer will forward such payment to Local 8929 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 Friday. Each employee, on pay day, shall receive an itemized statement of wages earned and deductions.

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 President of the local and/or the Staff Representative of 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 ongoing 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 three

(3) times each year. Such meetings will have a formal agenda agreed-upon in advance and are not intended to impinge upon Management Rights.

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 six (6) two-for-one passes and each part-time 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.

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 percent (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 for the job.

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

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2001

**Signed on behalf of the Resort:**

**Signed on behalf of the Union:**

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**Schedule A**

		Dec. 1/01	June 1/02	Dec. 1/02	June 1/03	Dec. 1/03	June 1/04
<b>FOOD &amp; BEVERAGE PREP.</b>							
Cook I	3 <sup>rd</sup> season	\$12.42	\$12.61	\$12.86	\$13.05	\$13.31	\$13.44
	2 <sup>nd</sup> season	\$10.56	\$10.72	\$10.93	\$11.09	\$11.31	\$11.42
	1 <sup>st</sup> season	\$ 9.32	\$ 9.46	\$ 9.65	\$ 9.79	\$ 9.98	\$10.08
Cook II	3 <sup>rd</sup> season	\$11.64	\$11.81	\$12.05	\$12.23	\$12.47	\$12.57
	2 <sup>nd</sup> season	\$ 9.89	\$10.04	\$10.24	\$10.40	\$10.60	\$10.70
	1 <sup>st</sup> season	\$ 8.73	\$ 8.86	\$ 9.04	\$ 9.17	\$ 9.35	\$ 9.43
Cook III/ Dishwasher	3 <sup>rd</sup> season	\$ 9.54	\$ 9.68	\$ 9.87	\$10.02	\$10.22	\$10.32
	2 <sup>nd</sup> season	\$ 8.11	\$ 8.23	\$ 8.39	\$ 8.52	\$ 8.69	\$ 8.77
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Janitor	3 <sup>rd</sup> season	\$10.85	\$11.01	\$11.23	\$11.40	\$11.63	\$11.75
	2 <sup>nd</sup> season	\$ 9.22	\$ 9.36	\$ 9.55	\$ 9.69	\$ 9.89	\$ 9.99
	1 <sup>st</sup> season	\$ 8.14	\$ 8.26	\$ 8.42	\$ 8.55	\$ 8.72	\$ 8.81
<b>SELF SERVE</b>							
Cafeteria Supervisor		*	*	*	*	*	*
Cashier	3 <sup>rd</sup> season	\$ 9.54	\$ 9.68	\$ 9.87	\$10.02	\$10.22	\$10.32
	2 <sup>nd</sup> season	\$ 8.11	\$ 8.23	\$ 8.39	\$ 8.52	\$ 8.69	\$ 8.77
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Attendant	3 <sup>rd</sup> season	\$ 8.49	\$ 8.62	\$ 8.79	\$ 8.92	\$ 9.10	\$ 9.19
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
<b>FULL SERVICE</b>							
Bartender Pre-98	3 <sup>rd</sup> season				\$12.50	\$12.75	\$12.88
	2 <sup>nd</sup> season	\$11.90	\$12.08	\$12.32			
	1 <sup>st</sup> season	\$ 8.49					
Bartender 98	3 <sup>rd</sup> season	\$11.70	\$11.88	\$12.12	\$12.30	\$12.55	\$12.68
	2 <sup>nd</sup> season	\$ 9.95	\$ 10.10	\$10.30	\$10.46	\$10.67	\$10.78
	1 <sup>st</sup> season	\$ 8.78	\$ 8.91	\$ 9.09	\$ 9.23	\$ 9.41	\$ 9.51
<b>FULL SERVICE CON'T</b>							

Food Waiter/ess	3 <sup>rd</sup> season	\$ 9.54	\$ 9.68	\$ 9.87	\$10.02	\$10.22	\$10.32
	2 <sup>nd</sup> season	\$ 8.11	\$ 8.23	\$ 8.39	\$ 8.52	\$ 8.69	\$ 8.77
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Cocktail Waiter/ess	3 <sup>rd</sup> season	\$ 9.27	\$ 9.41	\$ 9.60	\$ 9.74	\$ 9.93	\$10.03
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.16	\$ 8.28	\$ 8.44	\$ 8.53
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Busperson/ Dishwasher	3 <sup>rd</sup> season	\$ 8.00	\$ 8.00	\$ 8.08	\$ 8.20	\$ 8.36	\$ 8.44
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Host/ess	3 <sup>rd</sup> season	\$10.85	\$11.01	\$11.23	\$11.40	\$11.63	\$11.75
	2 <sup>nd</sup> season	\$ 9.22	\$ 9.36	\$ 9.55	\$ 9.69	\$ 9.89	\$ 9.99
	1 <sup>st</sup> season	\$ 8.14	\$ 8.26	\$ 8.42	\$ 8.55	\$ 8.72	\$ 8.81
Doorman	3 <sup>rd</sup> season	\$10.85	\$11.01	\$11.23	\$11.40	\$11.63	\$11.75
	2 <sup>nd</sup> season	\$ 9.22	\$ 9.36	\$ 9.55	\$ 9.69	\$ 9.89	\$ 9.99
	1 <sup>st</sup> season	\$ 8.14	\$ 8.26	\$ 8.42	\$ 8.55	\$ 8.72	\$ 8.81
WINTER LIFT OPERATIONS							
Night/Lift Supervisor		*	*	*	*	*	*
Chairlift Operator	3 <sup>rd</sup> season	\$11.64	\$11.81	\$12.05	\$12.23	\$12.47	\$12.59
	2 <sup>nd</sup> season	\$ 9.89	\$10.04	\$10.24	\$10.40	\$10.60	\$10.70
	1 <sup>st</sup> season	\$ 8.73	\$ 8.86	\$ 9.04	\$ 9.17	\$ 9.35	\$ 9.44
T-Bar Operator	3 <sup>rd</sup> season	\$11.11	\$11.28	\$11.51	\$11.68	\$11.91	\$12.03
	2 <sup>nd</sup> season	\$ 9.44	\$ 9.59	\$ 9.78	\$ 9.93	\$10.12	\$10.23
	1 <sup>st</sup> season	\$ 8.33	\$ 8.46	\$ 8.63	\$ 8.76	\$ 8.93	\$ 9.02
Double&Triple Chairbase &Mid- Station Attendant	3 <sup>rd</sup> season	\$11.05	\$11.22	\$11.44	\$11.61	\$11.84	\$11.96
	2 <sup>nd</sup> season	\$ 9.39	\$ 9.54	\$ 9.72	\$ 9.87	\$10.06	\$10.17
	1 <sup>st</sup> season	\$ 8.29	\$ 8.42	\$ 8.58	\$ 8.71	\$ 8.88	\$ 8.97
Pony Tow Attend	3 <sup>rd</sup> season	\$10.32	\$10.47	\$10.68	\$10.84	\$11.06	\$11.17
	2 <sup>nd</sup> season	\$ 8.77	\$ 8.90	\$ 9.08	\$ 9.21	\$ 9.40	\$ 9.49
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.01	\$ 8.13	\$ 8.30	\$ 8.38
WINTER LIFTS CON'T							
Lift Atten.-Top	3 <sup>rd</sup> season	\$10.32	\$10.47	\$10.68	\$10.84	\$11.06	\$11.17

Dbl,Trp,Top T	2 <sup>nd</sup> season	\$ 8.77	\$ 8.90	\$ 9.08	\$ 9.21	\$ 9.40	\$ 9.49
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.01	\$ 8.13	\$ 8.30	\$ 8.38
Ticket Checker	3 <sup>rd</sup> season	\$ 9.14	\$ 9.28	\$ 9.47	\$ 9.61	\$ 9.80	\$ 9.90
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.05	\$ 8.17	\$ 8.33	\$ 8.42
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Snow Making	3 <sup>rd</sup> season	\$11.64	\$11.81	\$12.05	\$12.23	\$12.47	\$12.59
	2 <sup>nd</sup> season	\$ 9.89	\$10.04	\$10.24	\$10.40	\$10.60	\$10.70
	1 <sup>st</sup> season	\$ 8.73	\$ 8.86	\$ 9.04	\$ 9.17	\$ 9.35	\$ 9.44
Car Park, Snow Shoveller	3 <sup>rd</sup> season	\$ 8.00	\$ 8.00	\$ 8.08	\$ 8.20	\$ 8.36	\$ 8.44
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Kubota Operator	3 <sup>rd</sup> season	\$ 9.27	\$ 9.41	\$ 9.60	\$ 9.74	\$ 9.93	\$10.03
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.16	\$ 8.28	\$ 8.44	\$ 8.53
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Bus Driver	3 <sup>rd</sup> season	\$14.00	\$14.21	\$14.49	\$14.71	\$15.00	\$15.15
	2 <sup>nd</sup> season	\$11.90	\$12.08	\$12.32	\$12.50	\$12.75	\$12.88
	1 <sup>st</sup> season	\$10.50	\$10.66	\$10.87	\$11.03	\$11.25	\$11.36
Van Driver	3 <sup>rd</sup> season	\$10.32	\$10.47	\$10.68	\$10.84	\$11.06	\$11.17
	2 <sup>nd</sup> season	\$ 8.77	\$ 8.90	\$ 9.08	\$ 9.21	\$ 9.40	\$ 9.49
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.01	\$ 8.13	\$ 8.30	\$ 8.38
SUMMER SLIDE OPERATIONS							
Chairlift Operator	3 <sup>rd</sup> season	\$10.06	\$10.21	\$10.41	\$10.57	\$11.00	\$11.11
	2 <sup>nd</sup> season	\$ 8.55	\$ 8.68	\$ 8.85	\$ 8.98	\$ 9.35	\$ 9.44
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.25	\$ 8.33
Attendant	3 <sup>rd</sup> season	\$ 9.01	\$ 9.15	\$ 9.33	\$ 9.47	\$ 9.85	\$ 9.95
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.05	\$ 8.37	\$ 8.46
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
SUMMER SLIDE OPERATIONS CON'T							
Slide Maint.	3 <sup>rd</sup> season	\$ 9.27	\$ 9.41	\$ 9.60	\$ 9.74	\$ 9.93	\$10.03
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.16	\$ 8.28	\$ 8.44	\$ 8.53

	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Summer Grounds Maintenance	3 <sup>rd</sup> season	\$ 8.75	\$ 8.88	\$ 9.06	\$ 9.20	\$ 9.38	\$ 9.47
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.05
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
Kubota Operator	3 <sup>rd</sup> season	\$ 9.27	\$ 9.41	\$ 9.60	\$ 9.74	\$ 9.93	\$10.03
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.16	\$ 8.28	\$ 8.44	\$ 8.53
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
OFFICE							
Ticket Seller	3 <sup>rd</sup> season	\$10.04	\$10.19	\$10.39	\$10.55	\$10.98	\$11.09
	2 <sup>nd</sup> season	\$ 8.53	\$ 8.66	\$ 8.83	\$ 8.97	\$ 9.33	\$ 9.43
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.24	\$ 8.32
Summer Tickets	3 <sup>rd</sup> season	\$ 9.01	\$ 9.15	\$ 9.33	\$ 9.47	\$ 9.85	\$ 9.95
	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.05	\$ 8.37	\$ 8.46
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
RENTAL/RETAIL							
Ski Mechanic- Lead Hand	3 <sup>rd</sup> season	\$10.55	\$10.71	\$10.92	\$11.08	\$11.30	\$11.41
	2 <sup>nd</sup> season	\$ 8.97	\$ 9.10	\$ 9.28	\$ 9.42	\$ 9.61	\$ 9.70
	1 <sup>st</sup> season	\$ 8.00	\$ 8.03	\$ 8.19	\$ 8.31	\$ 8.48	\$ 8.56
Ski Mechanic	3 <sup>rd</sup> season	\$10.04	\$10.19	\$10.39	\$10.55	\$10.98	\$11.09
	2 <sup>nd</sup> season	\$ 8.53	\$ 8.66	\$ 8.83	\$ 8.97	\$ 9.33	\$ 9.43
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.24	\$ 8.32
Technician	3 <sup>rd</sup> season	\$ 9.90	\$10.05	\$10.25	\$10.40	\$10.82	\$10.93
	2 <sup>nd</sup> season	\$ 8.42	\$ 8.54	\$ 8.71	\$ 8.84	\$ 9.20	\$ 9.29
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.12	\$ 8.20
Cashier	3 <sup>rd</sup> season	\$ 9.54	\$ 9.68	\$ 9.87	\$10.02	\$10.42	\$10.52
	2 <sup>nd</sup> season	\$ 8.11	\$ 8.23	\$ 8.39	\$ 8.52	\$ 8.86	\$ 8.94
	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
RECREATION							
SKI AREA MAINTENANCE							
Lift Mechanic	3 <sup>rd</sup> season	\$15.56	\$15.79	\$16.11	\$16.35	\$16.68	\$16.85
	2 <sup>nd</sup> season	\$13.23	\$13.42	\$13.69	\$13.90	\$14.18	\$14.32

	1 <sup>st</sup> season	\$11.67	\$11.84	\$12.08	\$12.26	\$12.51	\$12.64
Vehicle Mechanic	3 <sup>rd</sup> season	\$15.66	\$15.89	\$16.21	\$16.45	\$16.78	\$16.95
	2 <sup>nd</sup> season	\$13.31	\$13.51	\$13.78	\$13.98	\$14.26	\$14.41
	1 <sup>st</sup> season	\$11.75	\$11.91	\$12.16	\$12.34	\$12.59	\$12.71
Lift Maint. I	3 <sup>rd</sup> season	\$13.21	\$13.41	\$13.68	\$13.90	\$14.17	\$14.31
	2 <sup>nd</sup> season	\$11.23	\$11.40	\$11.63	\$11.81	\$12.04	\$12.16
	3 <sup>rd</sup> season	\$ 9.91	\$10.06	\$10.26	\$10.42	\$10.63	\$10.73
Lift Maint. II	3 <sup>rd</sup> season	\$11.74	\$11.92	\$12.16	\$12.34	\$12.59	\$12.72
	2 <sup>nd</sup> season	\$ 9.98	\$10.13	\$10.34	\$10.49	\$10.70	\$10.81
	1 <sup>st</sup> season	\$ 8.81	\$ 8.94	\$ 9.12	\$ 9.26	\$ 9.44	\$ 9.54
Building Maint.	3 <sup>rd</sup> season	\$10.99	\$11.15	\$11.37	\$11.54	\$11.77	\$11.89
	2 <sup>nd</sup> season	\$ 9.34	\$ 9.48	\$ 9.66	\$ 9.81	\$10.00	\$10.11
	1 <sup>st</sup> season	\$ 8.24	\$ 8.36	\$ 8.53	\$ 8.66	\$ 8.83	\$ 8.92
Mechanics, Lift	3 <sup>rd</sup> season	\$ 8.75	\$ 8.88	\$ 9.06	\$ 9.20	\$ 9.38	\$ 9.47
Mechanics, Build.	2 <sup>nd</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.05
Maint. Helper	1 <sup>st</sup> season	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00	\$ 8.00
VEHICLE OPERATIONS							
Snow Cat Supervisor		*	*	*	*	*	*
Snow Cat Oper.	3 <sup>rd</sup> season	\$14.00	\$14.21	\$14.49	\$14.71	\$15.00	\$15.15
	2 <sup>nd</sup> season	\$11.90	\$12.08	\$12.32	\$12.50	\$12.75	\$12.88
	1 <sup>st</sup> season	\$10.50	\$10.66	\$10.87	\$11.03	\$11.25	\$11.36
Heavy Equip. Operator	3 <sup>rd</sup> season	\$14.00	\$14.21	\$14.49	\$14.71	\$15.00	\$15.15
	2 <sup>nd</sup> season	\$11.90	\$12.08	\$12.32	\$12.50	\$12.75	\$12.88
	1 <sup>st</sup> season	\$10.50	\$10.66	\$10.87	\$11.03	\$11.25	\$11.36
SKI PATROL							
Ski Patrol Supervisor		*	*	*	*	*	*
SKI PATROL CON'T							
Ski Patrol	3 <sup>rd</sup> season	\$11.37	\$11.54	\$11.77	\$11.95	\$12.43	\$12.55
	2 <sup>nd</sup> season	\$ 9.66	\$ 9.81	\$10.00	\$10.16	\$10.57	\$10.67
	1 <sup>st</sup> season	\$ 8.53	\$ 8.66	\$ 8.83	\$ 8.96	\$ 9.32	\$ 9.41

\* - Paid as per Article 22.12

**SCHEDULE "B"**

**JOBS EXCLUDED FROM THE BARGAINING UNIT**

General Manager	Treasurer/Controller
Head Accountant	Accountant
Personnel Assistant	Lift Supervisor
Maintenance Supervisor	Operations Manager
Receptionist/Secretary	Night Auditor/Accounting Clerks
Marketing Manager	Food and Beverage Manager
Director of Skiing	Chef
Rental/Retail Manager	Assistant Food and Beverage
Group Sales/Guest	Administrative and Marketing Assistant
Services Coordinators	

**LETTER OF UNDERSTANDING NO. 1**

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**

**United Steelworkers of America Local 935  
(the "Union")**

**OF THE SECOND PART**

That the Challenge and CTET Programs covering the period June to December 1997 for the purpose as indicated on the proposals for job creation for summer theatre and the enhancement of trails at the Kimberley Ski & Summer Resort shall be implemented as per the current collective agreement.

**IN WITNESS WHEREOF** the Parties hereto have executed this Letter of Understanding on the      day of  
2001.

**Signed on behalf of the Resort:**

**Signed on behalf of the Union:**

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\_\_\_\_\_  
\_\_\_\_\_



**LETTER OF UNDERSTANDING NO. 3**

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**

**United Steelworkers of America Local 935  
(the "Union")**

**OF THE SECOND PART**

**SUBJECT: 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      day of  
2001.

**Signed on behalf of the Resort:**

**Signed on behalf of the Union:**

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\_\_\_\_\_  
  
\_\_\_\_\_





**LETTER OF UNDERSTANDING NO. 6**

**BETWEEN:**

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

**OF THE FIRST PART**

**AND:**

**United Steelworkers of America Local 935  
(the "Union")**

**OF THE SECOND PART**

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  
day of 2001.

**Signed on behalf of the Resort:**

**Signed on behalf of the Union:**

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**LETTER OF AGREEMENT**

**Between**

**KIMBERLEY ALPINE RESORT**

**OF THE FIRST PART**

**And**

**UNITED STEELWORKERS OF AMERICA, LOCAL 935**

**OF THE SECOND PART**

**Subject**

Excluding Positions

The parties agree to discuss the excluded positions in “Schedule B” during the life of this collective agreement. Job descriptions pertaining to each of these jobs shall be given to the Union no later than November 30<sup>th</sup>, 2002. Should any of these jobs remain in dispute following the next round of negotiations, the parties agree that such disputed jobs may be referred to the Labour Relations Board for resolution.

**IN WITNESS WHEREOF** the Parties hereto have executed this Letter of Agreement on the  
day of 2001.

**Signed on behalf of the Resort:**

**Signed on behalf of the Union:**

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