

COLLECTIVE AGREEMENT

BETWEEN

RMSI-JTAC Equipment Holdings Ltd.

AND

United Food and Commercial Workers Canada
Union, Local No. 401

Renewal: October 31, 2026

Table of Contents		
Article	Description	Page Number
1	Purpose and Definition	1
2	Recognition	2
3	No Contracting Out	5
4	Strikes and Lockouts	5
5	Union Representation	6
6	Union Security and Management Rights	9
7	Seniority, Layoff, and Recall	12
8	Hours of Work	17
9	Overtime	22
10	Scheduling	23
11	Payment of Wages and Allowances	23
12	Paid Holiday	25
13	Annual Vacation	27
14	Grievance Procedure	28
15	Arbitration	30
16	Leaves of Absence	31
17	General	37
18	Health and Safety	38
19	Workers Compensation Benefits & Duty to Accommodate	40
20	Job Postings	41
21	Effect of Legislation and the Agreement	42
22	Health and Welfare Benefits	43
23	Employee Rights	43
24	Definition of Technical Change	44
25	Clothing, Footwear, and Tools	46
26	Probationary Period	48
27	Job Training	49
28	Education and Training Allowance	50
29	Joint Labour/Management Meetings	50
30	Doctor Notes	52
31	Job Requirement	52
32	Term of Agreement	53

33	Avalanche Dogs	54
34	Washroom Facilities	55
35	Respect, Dignity, Employment Equity and Non-Discrimination	55
Schedule "A"	Excluded Positions	59
Schedule "B"	Wage Schedule	60
Schedule "C"	Premiums	61
Schedule "D"	HSA, Benefits, and Personal Health Information	63
Schedule "E"	Gear and Tool Provision	65
Schedule "F"	Averaging Agreements	66
LOU 1	First Agreement Implementation	71
LOU 2	Avalanche Technician Observer	72

Table of Contents – Alphabetical		
Description	Article	Page Number
10.5-hr Averaging Agreement	Schedule “F”	69
9-hr Averaging Agreement	Schedule “F”	67
Access to Personal File	5.04	8
Adoption/Parental Leave	16.13	36
Advocacy	19.03	41
Annual Vacation	13	27
Arbitration	15	30
Arbitration	15.01	30
Arbitrator’s Authority	15.04	31
Area Coverage for Washroom Facilities	8.08	21
Assigning Position Limits	7.06	14
Attendance of Union Labour Relations Officer	29.05	51
Avalanche Dogs	33	54
Avalanche Dogs Wage Stipend	33.02	55
Avalanche Technician Observer	LOU #2	72
Averaging Agreements	Schedule “F”	66
Bargaining Unit Work	2.08	4
Basic Work Period	8.02	17
Bereavement Leave	16.05	33
Call In Minimums	8.06	21
Casual Employees	2.04	3
Casual Employees	7.13	16
Change of Employment	7.10	15
Citizenship Ceremony Leave	16.06	34
Clothing, Footwear, and Tools	25	46
Collective Bargaining Leave	16.01	31
Compassionate Care Leave	16.07	34
Consecutive Days Off	10.01	23
Critical Illness Leave	16.08	34
Death or Disappearance of a Child Leave	16.09	34
Deduction of Fees	6.02	9
Definition of Technical Change	24	44
Definitions	1.03	1
Discipline Documents	5.05	8
Dispute Resolution	1.02	1

Doctor or Medical Notes	30.01	52
Doctors Notes	30	52
Domestic Violence Leave	16.10	35
Duty to Accommodate	19.04	41
Education and Training Allowance	28	50
Effect of Legislation	21.01	42
Effect of Legislation and the Agreement	21	42
Employee List	2.06	3
Employee Membership	6.01	9
Employee Rights	23	43
Employee Seniority Date	7.15	16
Employees Covered by the Agreement	2.01	2
Employer-owned Equipment	25.01	46
Employment Equity	35.02	56
Enforceable Decision	15.05	31
Excluded Positions	Schedule "A"	59
Extending Time Limits	15.06	31
Extreme Weather Events	8.09	21
Fair Treatment	6.05	11
First Agreement Implementation	LOU #1	71
Formal Grievance Procedure	14.04	28
Formal Promotion	11.02	24
Full-Time Employees	2.02	3
Gear Allowance	25.02	46
Gear and Tool Provision	Schedule "E"	65
General	17	37
General Holidays	12.01	25
Grant Leave and Seniority	7.03	13
Grievance	14.01	28
Grievance Procedure	14	28
HSA, Benefits, and Personal Health Information	Schedule "D"	63
Health and Safety	18	38
Health and Welfare Benefits	22	43
Holiday Pay Entitlement	12.02	25
Hours of Work	8	17
Inspection Required	25.05	47
Job Postings	20	41
Job Requirement	31	52
Job Requirement Training Reimbursement	31.01	52
Job Training	27	49

Job Training Preference	27.02	49
Joint Labour/Management Meetings	29	50
Jury and Material Witness Leave	16.16	37
Just Cause	17.01	37
Labour Committee Meetings	29.01	50
Leave of Absence - Union	16.02	31
Leaves of Absence	16	31
Limits Extended by Written Agreement	14.07	29
Locker Facilities	17.02	37
Long-term Illness and Injury Leave	16.11	35
Management Rights	6.04	11
Maternity and Parental Leave Maternity Leave	16.12	35
Meal Allowance	17.04	38
Meal Periods and Rest Periods	8.04	19
Meeting Minimums	8.07	21
Meeting Minutes	29.02	51
Mid-Season Job Postings	20.01	41
Mutual Agreement Timing	14.06	29
No Contracting Out	3	5
No Jurisdiction to Interpret the Agreement	29.03	51
No Strikes or Lockouts	4.01	5
Notice	5.03	7
Notification of Layoff	7.08	15
Occupational Health and Safety	18.01	38
Order of Hire	7.07	14
Overtime	9	22
Overtime Meal Periods and Rest Periods	8.05	20
Overtime Pay	9.01	22
Overtime Schedule	9.02	22
Paid Holidays	12	25
Part-Time and Casual Employees	25.06	48
Part-Time Employees	2.03	3
Part-Time Employees	7.11	15
Patrol Exchange Program	3.02	5
Pay Schedule	11.04	24
Payment of Wages and Allowances	11	23
Personal and Family Responsibility Leave	16.14	36
Policy Grievance	14.05	29
Posting Seniority List	7.04	13
Premiums	11.06	25

Premiums	Schedule "C"	61
Probationary Period	26	48
Providing Opportunities for Job Training	27.03	49
Purpose and Definitions	1	1
Purpose	1.01	1
Recognition	2	2
Rehire	7.02	12
Re-hire	7.12	15
Reimbursement	25.04	47
Required Gear	25.03	46
Requisite Ability, Skills and Qualifications	7.14	16
Reschedule upon Mutual Consent	29.04	51
Reservist Leave	16.15	36
Respect, Dignity, Employment Equity and Non-Discrimination	35	55
Returning Employees	26.03	48
Right to Establish Job Classification	6.06	12
Right to Refuse Unsafe Work	18.06	40
Right to Schedule Hours of Operation	8.01	17
Right to Schedule Hours of Work	8.10	21
Safety Committee	18.02	38
Safety Committee Responsibilities	18.03	39
Schedule	10.03	23
Schedule Posting	10.02	23
Scheduling	10	23
Scheduling Job Requirement Training	31.02	53
Seasonal Recall Bonus	7.16	16
Seasonal Vacation Entitlement	13.01	27
Seniority	7.01	12
Seniority in Layoff	7.05	13
Seniority, Layoff, and Recall	7	12
Shop Steward Present	5.02	7
Shop Steward Present	7.09	15
Single Arbitrator	15.02	30
Singular and Plural/Gender	1.04	2
Ski and Lift Pass	17.03	37
Special Leave of Absence	16.03	32
Split Shifts	8.03	19
Strikes and Lockouts	4	5
Supervisor Approval	18.04	39

Technological Change	24.01	44
Technological Change Employee Options	24.04	45
Technological Change Events	24.02	44
Technological Change Notice	24.03	45
Temporary Work Assignment	11.03	24
Term of Agreement	32	53
Termination of Probationary Employment	26.02	48
Time Off to Vote	16.17	37
Time Recording	11.05	24
Time Spent on Committee Business	18.05	39
Timing	15.03	30
Union Access to Premises	6.03	10
Union Decal and Placement	2.07	4
Union Orientation	5.06	9
Union Recognition	2.05	3
Union Representation	5	6
Union Security and Management Rights	6	9
Vacation Requests	13.01 (d)	27
Wage Schedule	Schedule "B"	60
Wages	11.01	23
Washroom Facilities	34	55
WCB	19.01	40
WCB Payable Benefits	19.02	40
Work Related Convention/ Conference/ Education Leave	16.04	32
Workers Compensation Benefits & Duty to Accommodate	19	40
Written Grievance	14.03	28

Article 1 – Purpose and Definitions

1.01 Purpose

The purpose of this Agreement is to provide lawful and orderly collective bargaining relations between the Employer and the Employees covered by the Agreement through the Union, to secure prompt disposition of grievances and to maintain wages, hours, and working conditions for the said Employee, all as set forth in this Agreement.

1.02 Dispute Resolution

In the event of failure to reach settlement between the Union and the Employer over matters arising during the term of this Agreement, the matter or matters in disagreement shall be submitted to the Grievance Procedure as set out in this Agreement.

1.03 Definitions

For this Agreement,

- (a) “Employer” means the RMSI-JTAC Equipment Holdings Ltd. operating as Ski Marmot Basin.
- (b) “Department” means the Safety Operations team, including Dispatch personnel from Mountain Operations.
- (c) “Employee” means all employees in the Safety Operations and Ski Dispatch divisions of the Employer as referenced Alberta Labour Relations Board Certificate C2228-2024, as noted in Schedule "B" to this Agreement, but specifically

does not include Management and supervisory;

- a. Ski Patrol Assistant Supervisor
- b. Ski Patrol Supervisor
- c. Director of Public Safety
- d. Assistant Director of Public Safety
- e. Mountain Operations Supervisor
- f. Mountain Operations Manager
- g. Volunteer Ski Patrollers
- h. All other Non-Bargaining Unit Staff

(d) "Management" means anyone acting in a managerial or supervisory capacity for the Employer, including the supervisor and management categories set out at Schedule "A" to this Agreement.

1.04 Singular and Plural/Gender

Where gender is referred to in this Agreement, the appropriate pronouns shall be substituted as necessary. Wherever the singular is referred to in this Agreement, the plural shall be substituted where necessary.

Article 2 – Recognition

2.01 Employees Covered by the Agreement

This Agreement shall cover all Employees of the Employer as defined in Article 1.

2.02 Full-Time Employees

Full-time Employees means any Employee who is scheduled to work 30 or more hours per week.

2.03 Part-Time Employees

Part-time Employees means any Employee who is scheduled to work less than 30 hours per week.

2.04 Casual Employees

Casual Employees means Employees who shall:

- (a) be former, fulltime Employees of the Employer; and
- (b) work at least 3 days per month, and a minimum of eighteen (18) days per season, outside of training.

Casual Employees are paid commensurate with the position they are performing, at the level they are performing it.

2.05 Union Recognition

The Employer recognizes the Union as the sole collective bargaining agent of Employees covered by this Agreement regarding rates of pay, hours of work and all other working conditions covered by this Agreement.

2.06 Employee List

The Employer shall provide the Union in November of each calendar year and whenever changes are made, with a list containing the names and classifications of all Employees covered under the Collective Agreement.

The Employer shall provide the Union with an electronic Excel list containing the:

- current names,
- Social Insurance Numbers,
- Employee numbers,
- addresses,
- telephone numbers,
- email,
- classifications,
- departments,
- status,
- birthdates and
- rates of pay

of all bargaining unit Employees, on or before the fifteen (15th) day of the month.

2.07 Union Decal and Placement

The Employer agrees to display the official Union Decal of the Union in the area where the Bulletin Board exists pursuant to Article 5.01(e).

2.08 Bargaining Unit Work

- (a) Management and excluded employees shall not normally do bargaining unit work, unless such work has traditionally been performed by management and excluded Employees.
- (b) For work not traditionally performed by management and excluded employees, occasions may arise when management and excluded employees may perform bargaining unit work for reasons of training, emergency,

other unforeseeable or unpreventable circumstances. No Employees will lose their employment or suffer a loss of hours as a result of management and excluded employees performing bargaining unit work for the aforementioned reasons.

- (c) It is understood that the use of excluded Volunteer Ski Patrol will be in accordance with the Canadian Ski Patrol Policy. No Employees shall experience a loss of hours as a result of the use of excluded CSP.

Article 3 – No Contracting Out

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

3.02 Patrol Exchange Program

It is expressly understood that the patrol exchange program from other ski resorts (“Patrol Exchange Program”) shall not constitute contracting out under the Agreement.

Article 4 – Strikes And Lockouts

Article 5 – Union Representation

5.01 Union Representation

- (a) The Employer will recognize up to five (5) Shop Stewards nominated by the Union. The Union will promptly notify the Employer of the names of the Shop Stewards, and any changes thereto from time to time.

- (b) The Employer will notify the Union of the names of Management persons and any changes thereto from time to time, with whom the Shop Stewards should deal with.
- (c) Subject to Employer operational and safety requirements, Shop Stewards shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including, but not limited to, the investigation and processing of grievances, and attendance at meetings related to the investigation and processing of the grievances during regular working hours with the Employer. The total accumulated time for all nominated Shop Stewards combined, to be paid for pursuant to this Article shall be limited to five (5) hours per month, shall not be cumulated from month to month, and shall be reported by the Shop Steward when performing those duties. Request for an extension will not be unreasonably denied.
- (d) All time spent in performing such duties during working hours shall be considered as time worked. 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.
 - (i) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any Employee in any manner because of lawful activity on behalf of the Union, or for exercising any right under this Agreement, or for reporting to the Union an alleged violation of this Agreement.
 - (ii) The Employer agrees that the Shop Stewards or an authorized Union Representative may post official communications from the Union to its

members on the Union's bulletin board provided for this purpose.

- (iii) The Employer agrees to allow Shop Stewards to wear the Shop Steward lapel pin or helmet sticker while on duty.
- (iv) No Employee shall engage in any extended Union activity any time during that Employee's scheduled working time, except as expressly provided for herein. It is understood that Union activities requiring a quick conversation will be allowed.

5.02 Shop Steward Present

When an Employee is being interviewed where such interview could lead to disciplinary action, is issued discipline, or is suspended or discharged, a Shop Steward, shall be present. A full-time Union Representative shall be entitled to attend any such meeting providing they are readily available and upon advance notice by the Employer.

5.03 Notice

The affected Employee, the Shop Steward, and the Union, shall be given a copy of any disciplinary notice which is to be entered on an Employee's personnel file and of any discharge notice that is given to an Employee. In all cases of discipline or discharge the Employer shall notify the affected Employee, the Shop Steward, and the Union in writing of the reasons for taking such action. Any such notice of discipline and/or discharge shall be given to the affected Employee and the Shop Steward who is involved no later than seven (7) working days after the incident that caused the disciplinary action, the period in which it comes to the Employer's attention or

following an investigation. A copy of said discipline and/or discharge notice shall be faxed or emailed to the Union office within a twenty-four (24) hour period following delivery to the Employee.

5.04 Access to Personal File

Employees covered by this Agreement shall have supervised access to their own personnel file, upon written request by the Employee involved. Employees shall be able to obtain copies of their personnel file when requested, and a copy of an Employee's reply to any document contained in their personnel file that is submitted by the Employee within ten (10) working days from when the Employee became aware of the document, shall be placed in the Employee's personnel file. Employees shall not remove any original copies of such documents from the Employer's premises. The Employer shall keep only one (1) personnel file per Employee.

5.05 Discipline Documents

Documents that could be used against an Employee for disciplinary purposes may be discarded from the Employee's file for disciplinary purposes only within eighteen (18) months of the date of issue and will not be used in any further disciplinary action of the Employee in that event if no other incidences have occurred or been added.

5.06 Union Orientation

An authorized representative of the Union or Shop Steward shall be entitled to a maximum of one half (1/2) hour with each new hire group on Employer time for the purpose of providing a Union orientation, either virtually, by phone call, or in person. Such orientation shall occur within thirty (30) days from the Employee's first day of work. The location of the orientation

will be on the work premises in a suitable location arranged by the Employer.

Article 6 – Union Security and Management Rights

6.01 Employee Membership

- (a) Every Employee who is now or hereafter becomes a member of the Union shall maintain their membership in the Union as a condition of their employment, and every new Employee whose employment commences hereafter, shall immediately after the commencement in their employment, apply for and maintain membership in the Union, and maintain membership in the Union as a condition of their employment.
- (b) All Employees, as a condition of employment, shall sign a check-off authorization before commencing work and the Employer agrees to inform new Employees of the Shop Steward in place.

6.02 Deduction of Fees

- (a) The Employer agrees to deduct initiation fees, Union dues, fines, assessments and arrears each month. The information and monies so deducted or collected shall be forwarded, together with a list of Employees from whom the deductions were made, and the amount of such deductions, a list of those who terminated, and the names, addresses, social insurance numbers, and any other information so requested of new Employees hired; and sent to the Union on or before the fifteenth (15th) day of the month following the month in which the monies were deducted. All lists shall be forwarded to the Union office in electronic (ascii/.xls) format.

- (b) The Union agrees to supply the Employer with the Union membership application forms and authorization of deduction forms in a digital format usable in the Employer's system. All membership application form shall be sent to the Union office within the first week of employment.
- (c) The Employer shall include yearly Union dues on T-4 slips of that Employee by no later than February 28th for income tax purposes.

6.03 Union Access to Premises

- (a) Representatives of the Union shall have access to the Employer's premises upon mutual agreement in order to deal with any matter arising out of this Collective Agreement. The Employer will not refuse to permit a duly authorized representative of the Union to attend the workplace. Such visits shall not duly interfere with Employer's Operations.
- (b) Representatives of the Union shall have access to the Employer's premises upon mutual agreement to talk with an Employee regarding Union matters during the Employee's working hours. The Employer will not refuse to permit a duly authorized representative of the Union to attend the workplace. Time taken for such an interview will not exceed twenty (20) minutes.
- (c) A new Employee will have twenty (20) minutes to meet with a designated Union Representative with the purpose of becoming familiar with the Collective Agreement and their rights.

- (d) Where necessary, a Union Shop Steward shall be entitled to accompany the full-time Union Representative during such visits and all such time spent by the Shop Steward during their normal working hours shall be considered as time worked. All such time spent outside normal working hours shall not be considered as time worked.

6.04 Management Rights

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

6.05 Fair Treatment

In the exercise of Management Rights, the Employer agrees not to treat any Employee in an unfair or discriminatory manner. The Employer shall not discriminate against Employees with respect to terms or conditions of employment on the grounds of race, creed, colour, age, sex, disability, marital, family or parental status, religion, nationality, ancestry, or place of origin, Union membership, family relationship, place of residence, political affiliation or activities, sexual orientation or gender identity.

6.06 Right to Establish Job Classifications

The Union recognizes the Employer's right to establish new job classifications, criteria, qualifications and prerequisites, including with respect to any new position within the bargaining unit. The Employer will consult with the Union regarding the compensation for any new position created within the bargaining unit. The Union will have the right to grieve the compensation determined by the Employer for any such new position created pursuant to the grievance provisions under Article 14.

Article 7 – Seniority, Layoff, and Recall

7.01 Seniority

Seniority shall be defined as the length of continuous service with the Employer within the bargaining unit since the Employee's most recent date of hire. In the case of Employees hired prior to certification, their seniority shall be credited to their original date of hire whether as a permanent or a contract Employee.

7.02 Rehire

Former staff rehired by the Employer within twelve (12) months of their termination date, will recommence employment and shall receive service credit for vacation purposes as at their termination date and will not be required to serve the waiting period for benefit purposes.

7.03 Granted Leave and Seniority

- (a) An Employee may be granted a leave of absence for personal reasons without pay in accordance with Leave of Absence policy and with a continuation of seniority accumulation.

- (b) In the case of a layoff, Employees will retain and accumulate seniority up to twelve (12) months following the date of the layoff.

7.04 Posting Seniority List

The Employer agrees to post a seniority list and upon posting, file a copy with the Union, covering all Employees showing each name, commencement date, department, and classification. The Employer shall post such lists on or before the thirtieth (30th) of November, and the twenty-eight (28) day of February in each and every year on the notice board provided. A copy of the seniority list in electronic (ascii/.xls) format shall be submitted to the Union upon the signing of this Agreement and upon request.

7.05 Seniority in Layoff

In the event of a layoff or the recalling of laid off Employees, seniority shall govern it being understood that:

- (a) Provided that the remaining Employees have the sufficient ability and qualifications to handle the work to be done, the most junior Employees in the affected classification will be laid off.
- (b) A laid off Employee shall have the right to displace a junior Employee outside of their classification at the appropriate rate of pay for said classification into which the Employee bumps into, provided the more senior Employee has sufficient ability and qualifications to handle the work.
- (c) Laid off Employees shall be recalled in order of their seniority into their classification, an equivalent classification, or lower paid classification, with the laid off

Employees having their choice of such available positions in order of their seniority should such choice exist, provided the more senior Employee has sufficient ability and qualifications to handle the work to be done. Employees desiring to avail themselves of this rule must keep their names, phone numbers, email and addresses with the Employer and thereafter keep the Employer informed of their current address, email and phone number.

7.06 Assigning Position Limits

Except in instances involving workplace accommodation, no Employee shall be assigned a position outside the bargaining unit unless the Employee has consented to such.

7.07 Order of Hire

No new Employees shall be hired by the Employer so long as there are part-time Employees who are qualified, willing, and able to perform the work required, or so long as there are Employees who are on layoff status who are qualified, willing, and able to perform the work required.

7.08 Notification of Layoff

Except for end of operating season closure, the Employer shall notify all Employees who are to be affected by permanent closure of all or any portion of the Employer's operation or due to the layoff of any Employee, a minimum of twenty-eight (28) calendar days prior to the effective date of such closure or layoff.

7.09 Shop Steward Present

A Shop Steward will be present when an Employee is to be informed of a layoff.

7.10 Change of Employment

Employees from within the bargaining unit who accept a position with the Employer which places them outside of the bargaining unit shall continue to accumulate seniority for a period of three (3) calendar months. These Employees shall be entitled to return to the bargaining unit and their former job at any time during the three (3) month period, at the option of the Employee or Employer.

7.11 Part Time Employees

Part-time Employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time Employees.

7.12 Re-hire

For any Employee who concludes the previous operating season, that Employee will have a right to be rehired for the coming season into the same position without loss of seniority so long as they advise the designated Management representative in writing by July 15th of the coming operating season.

7.13 Casual Employees

Causal Employees shall not be employed or scheduled to the extent that it results in the displacement or prevents the hiring of full-time or part-time Employees.

7.14 Requisite Ability, Skills and Qualifications

In the event that there are fewer positions available in the coming operating season as compared to the previous operating season, the Employer will hire the most senior Employees into those positions that have the requisite ability, skills and qualifications.

7.15 Employee Seniority Date

Employee seniority date for the purposes of the Agreement (not wage scale related) will have their seniority dates determined by date of hire (subject to the 12-month loss of seniority clause) and where Employees are hired on the same date, their seniority shall be determined in alphabetical order according to surname.

7.16 Seasonal Recall Bonus

Employees who return to work for any consecutive season, and have completed the previous season in full, shall receive a \$500.00 bonus to be paid in the last payroll period for the calendar year in which they returned, so long as they remain employed on that date.

Article 8 – Hours of Work

8.01 Right to Schedule Hours of Operation

The Employer 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.

8.02 Basic Work Period

- (a) Probationary Ski Patrollers are scheduled as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season), eight (8) hours per day (non-operating season).
- (b) Grade 1 Ski Patrollers are scheduled as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season), eight (8) hours per day (non-operating season).
- (c) Full-time Grade 2 Ski Patrollers are scheduled as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season), eight (8) hours per day (non-operating season).
- (d) Full-time Grade 3 Ski Patrollers are scheduled as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season), eight (8) hours per day (non-operating season).
- (e) Casual Grade 2 Ski Patrollers are scheduled as follows: nine (9) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (f) Casual Grade 3 Ski Patrollers are scheduled as follows: nine (9) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (g) Snowfarming General Labourers are scheduled as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season), eight (8) hours per day (non-operating season);

- (h) Snowfarming Lead Hands are schedule as follows: a compressed schedule/two-week rotating cycle of nine (9) hours per day (operating season); eight (8) hours per day (non-operating season).
- (i) Avalanche Technicians Area Leaders are scheduled as follows: ten and a half (10.5) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (j) Avalanche Technicians Team Leaders are scheduled as follows: nine (9) or ten and a half (10.5) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (k) Avalanche Technicians Observers are scheduled as follows: nine (9) or ten and a half (10.5) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (l) Dispatchers are scheduled as follows: nine (9) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).
- (m) Part-Time Dispatchers are scheduled as follows: nine (9) hours per day, according to operational needs (operating season), eight (8) hours per day (non-operating season).

8.03 Split Shifts

There shall be no split shifts.

8.04 Meal Periods and Rest Periods

(a) Non-Operating Season:

All Employees shall receive one half (1/2) hour unpaid meal break and 2 (two) paid 15 minutes break.

(b) Operating Season:

- (i) Snowfarming General Labourer shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (ii) Snowfarming General Lead Hand shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (iii) Probationary Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (iv) Probationary Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (v) Grade 1 Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (vi) Grade 2 Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (vii) Grade 3 Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (viii) Casual Grade 2 Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.

- (ix) Casual Grade 3 Ski Patroller shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (x) Avalanche Technicians Area Leads shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (xi) Avalanche Technicians Team Leads shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (xii) Avalanche Technicians Observers shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.
- (xiii) Dispatchers shall have 2 (two) paid 15 minutes break and one paid half (1/2) hour break.

8.05 Overtime Meal Periods and Rest Periods

When overtime of more than two (2) hours is to be worked, following the regular hours of work outlined in Article 8.02, the Employee shall be entitled to a fifteen (15) minute rest period before commencing overtime. However, when the overtime is on an immediate or emergent basis, such as a backcountry rescue, no rest period shall be provided.

8.06 Call In Minimums

If an Employee shall be called in to work for less than three (3) hours in any one (1) shift, the Employee will receive a minimum of the Employee's regular pay for three (3) hours.

8.07 Meeting Minimums

When the Employer requires an Employee to be present at a meeting called by the Employer, time spent at such meeting shall be considered time worked.

8.08 Area Coverage for Washroom Facilities

An Employee who requires the use of bathroom facilities shall ensure their area is covered by another on shift Employee.

8.09 Extreme Weather Events

During extreme weather events, the Employer reserves the right to alter shift scheduling accordingly. The Employer will endeavor to provide as much notice as possible to the Employees of any extreme weather scheduling changes.

8.10 Right to Schedule Hours of Work

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

Article 9 – Overtime

9.01 Overtime Pay

All pre-authorized time worked in excess of regularly scheduled hours shall be compensated in overtime and paid at the rate of time and one half (1.5X) the Employee's hourly rate.

9.02 Overtime Schedule

(a) Emergent Overtime

Management shall have the discretion to direct overtime where it is necessary and immediate, based on operational and safety requirements. It is understood that an Employee who is on site responding to an accident, injury or incident, shall be paid overtime for all time worked after their scheduled shift.

(b) Scheduled Overtime

Management shall canvas the Employees on shift and overtime shall be granted in the order of seniority, provided that the available Employee has the necessary skills, qualifications and ability to perform the work.

9.03 Overtime Schedule

The parties agree Employees are subject to averaging agreements, in accordance with the forms set out at Schedule F – Averaging Agreements.

Article 10 – Scheduling

10.01 Consecutive Days Off

The Employer will endeavor to give Employees three (3) consecutive days off per week.

10.02 Schedule Posting

The Employer shall post a weekly work schedule for all Employees not later than Tuesday end of day for the period

of one (1) week. In all other cases at least twenty-four (24) hours' notice of change must be given.

10.03 Schedule

Schedules can be found on the Employer payroll system. Schedules shall include the starting and quitting times of each shift that is to be worked by Employees in the bargaining unit. If the new schedule is not posted by Tuesday end of day, then the schedule already posted shall apply for the following week. Schedules may be changed without notice in the event of emergencies such as a breakdown of machinery, or other instances of force majeure.

Article 11 – Payment of Wages and Allowances

11.01 Wages

Job classifications and schedule of wage rates for all Employees shall be in accordance with Schedule B – Wage Schedule, attached hereto and forming part of this Agreement.

11.02 Formal Promotion

An Employee formally promoted to a higher paying position shall receive the rate of pay and benefit for that position for the time such Employee performs that job.

11.03 Temporary Work Assignment

When an Employee is temporarily performing work of a position paying a lower rate, the Employee's rate of pay shall not be reduced.

11.04 Pay Schedule

The Employer shall pay each Employee no later than every second Monday for all pay due the Employee as of the previous Monday for that two (2) week pay period. The Employer will provide access to an itemized statement with each pay showing the number of hours worked at straight time, overtime, the wage rate, and itemized deductions from the amount earned. Pay will be by direct deposit to a bona fide financial institution of the Employee's choice.

11.05 Time Recording

The Employer shall provide an electronic time and attendance system to enable Employees to record their own time for payroll purposes. The Union shall be entitled to examine time sheets (paper or electronic format) as soon as reasonably possible after requesting to view such documents for the purpose of ensuring that the terms and conditions contained in the Collective Agreement are being followed.

11.06 Premiums

All Employees shall receive premiums for all hours worked on their base wage in accordance with Schedule C – Premiums

Article 12 – Paid Holidays

12.01 General Holidays

The Employer recognizes the following paid holidays:

New Years Day	National Truth and Reconciliation Day
Family Day	Thanksgiving Days
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Labour Day	

The above holidays shall be observed on days other than the calendar date if so proclaimed by the Provincial government.

The Employer agrees to pay an Employee at one and ½ (1.5) times their regular hourly rates for all hours worked on the above-named paid holidays, in addition to general holiday pay.

12.02 Holiday Pay Entitlement

Eligible Employees shall receive pay for statutory holiday pay as per the *Employment Standards Code* of Alberta.

- (a) A full-time Employee or a part-time Employee not working on statutory holidays shall receive pay subject to the following terms and conditions.
 - (i) Absence on either the qualifying day before the holiday or the qualifying day after the holiday for reasons of the Employee's sickness or accident shall not disqualify the Employee for payment of the holiday. A medical certificate may be required to substantiate the illness or accident.

- (ii) A full-time Employee or part time Employee who is entitled for pay on a holiday and who does not work on such holiday shall be paid the same amount for that holiday as though they worked normal hours on that day.
- (iii) An Employee is not entitled to general holiday pay if they have worked fewer than 30 workdays in the 12 months prior to the holiday, are absent from work on a general holiday when they are required or scheduled to work, or are absent from work the last scheduled day before the holiday or the first scheduled day after the holiday and they do not have their Employer's consent for the absence.
- (iv) For the purpose of qualifying for general holiday pay under this Article, a part time Employee is defined as one who normally works less than four (4) shifts or twenty-four (24) hours per week.
- (v) An Employee who qualifies shall not be entitled to such pay if they do not work on the holiday after being required by the Employer to do so, unless a suitable replacement has been arranged in advance by the Employee concerned.

Article 13 – Annual Vacation

13.01 Seasonal Vacation Entitlement

- (a) Employees who are employed for less than two (2) years are entitled to vacation pay of 4% of gross earnings paid on conclusion of the season, or termination of employment, however that occurs.
- (b) Employees who are employed for two (2) years or more, will receive six percent (6%) of gross earnings

paid on conclusion of the season, or termination of employment, however that occurs.

(c) Payment of vacation pay at any other time must be approved by Management.

(d) Vacation Requests

(i) Vacation time during the seasonal operations from October 1 – May 15 may be requested by an Employee and shall be provided by Management in its reasonable discretion, based on operational requirements.

(ii) Upon written notice of two (2) weeks, vacation without pay, without loss of seniority or loss of any rights or privileges shall be considered by Management for valid personal reasons, subject to operational and safety requirements. Upon return to work, the Employee shall be placed in the position they held at the time they requested vacation. The Employer shall reply to a request for vacation within 7 days of receiving the request. Once approved, a vacation can only be cancelled or changed by mutual agreement.

Article 14 – Grievance Procedure

14.01 Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, or alleged violation of the Collective Agreement, a complaint by an Employee that there has been disciplined, suspended, or discharged without just cause, including any question as to whether a matter is arbitrable.

14.02 It is the mutual desire of the parties hereto that complaints and grievances of the Employer, the Union, or of Employees will be adjusted as quickly as possible. It is agreed that the Employee, with a Union Steward or Union Representative on the Employee's behalf, may discuss with Management all grievances as an informal step to the grievance procedure.

14.03 Written Grievance

Failing settlement of the complaint or grievance in a verbal discussion, the Union may submit a written grievance to Management. Such written statement of grievance must be submitted within twenty-eight (28) calendar days of the occurrence of the event which gave rise to the grievance. The Manager shall answer the grievance in writing within twenty-eight (28) calendar days.

14.04 Formal Grievance Procedure

Failing settlement of the grievance as set out in Article 14.03, the Union on the Employee's behalf, may present the written grievance to the Human Resources representative of the Employer within seven (7) calendar days of receiving the Manager's answer. The Human Resources representative of the Employer will convene a meeting for the parties to consider the grievance, and the parties may be represented by outside representatives. A Union staff representative shall be present at all such meetings. The Human Resources representative of the Employer will provide an answer to the grievance in writing within seven (7) calendar days following the meeting.

14.05 Policy Grievance

Any differences arising directly between the Union and the Employer relating to the interpretation, application or alleged violation of the Agreement may be presented by either party as a Policy Grievance within the timelines outlined in Article 14.03 after the date when the subject matter of the grievance first arose or came to the attention of the grieving party. Such grievance shall be heard commencing at the step set out in Article 14.04.

14.06 Mutual Agreement Timing

Discussions between the Union and the Employer shall be dealt with at a time mutually convenient to the Employer and the Union, with no loss of pay to Employees for scheduled time taken on such discussions of grievances.

14.07 Limits Extended by Written Agreement

It is the mutual desire of the parties that grievances be resolved as quickly as practicable. Time limits and procedures contained in this Article are mandatory. Time limits may be extended by written agreement between the Employer and the Union.

Article 15 – Arbitration

15.01 Arbitration

Either of the parties may, within ninety (90) days of a decision arising from Article 14.04 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration.

15.02 Single Arbitrator

The parties agree to use a single Arbitrator.

15.03 Timing

The parties will attempt to agree upon the choice of a person to act as single Arbitrator within two (2) weeks of the date of the request for arbitration. Failing that, the Director of Mediation Services in the Province of Alberta shall be requested to assist in the appointment of the Arbitrator. The Arbitrator shall hear their dispute and the decision of the Arbitrator shall be final and binding upon the parties.

- (i) The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to make any decisions inconsistent with the terms and provisions of this Agreement.
- (ii) Each of the parties hereto will share equally the expenses of the Arbitrator.

15.04 Arbitrator's Authority

In the event of termination, discharge, or suspension of an Employee, the Arbitrator shall have the right to sustain the Employer's action or to reinstate the Employee with full, part, or no back pay, with or without loss of seniority, or to settle the matter in any way they deem fit.

15.05 Enforceable Decision

The findings of and decisions of the arbitrator shall be binding and enforceable on all parties involved.

15.06 Extending Time Limits

The above time limits may be extended by mutual agreement of the parties.

Article 16 – Leaves of Absence

16.01 Collective Bargaining Leave

- (a) Upon written notice of two (2) weeks and subject to Employer operational safety requirements, leave of absence with pay shall be granted to a maximum of four (4) Employees nominated by the Union to attend collective bargaining sessions with the Employer.
- (b) Time spent on Union business for Employees for collective bargaining will be reimbursed by the Union.

16.02 Leave of Absence - Union

- (a) Upon written notice of two (2) weeks and subject to Employer operational safety requirements, the Employer will grant leave of absence with pay to one (1) Employee nominated by the Union to perform any business of the Union, in order that they may carry out their duties on behalf of the Union. Seniority for the individuals on leave will continue to accrue as per their current status and hours of work during this leave.
- (b) Time Spent on Union Business for Employees for Union-related leaves of absence will be reimbursed by the Union.

16.03 Special Leave of Absence

- (a) Upon written notice of two (2) weeks, special leave of absence, without pay, without loss of seniority or loss of any rights and privileges shall be considered for valid personal reasons. Upon return to work, the Employee shall be placed in their old position.
- (b) The Employer shall reply to a request for a Special Leave of Absence, within seven (7) days of receiving the request. Once approved, a Special Leave of Absence can only be canceled or changed by mutual agreement.

16.04 Work-Related Convention/ Conference/ Education Leave

- (a) The Employer and the Union recognize that additional and continuing education of Employees is necessary as a means of enhancing professional development and to maintain a level of necessary certification and accreditation.
- (b) Employees may be granted a leave of absence with or without pay at the Employer's discretion to attend work-related courses and/or conferences in accordance with the Employer's professional development procedures and requirements.
- (c) The Employer shall reply to a request for a professional development, within seven (7) days of receiving the request. Once approved, a leave for professional development can only be canceled or changed by mutual agreement.

16.05 Bereavement Leave

- (a) Employees shall be granted five (5) days of leave without pay when a death in the Employee's family occurs, that is, the death of a father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, spouse, common law spouse, son, daughter, step-child, grandparents, grandparents-in-law, grandchild, daughter-in-law, son-in-law, fiancé, stepparents, or former legal guardian.
- (b) If an Employee is requested to serve as a pallbearer or to participate in the service at a funeral a one (1) day leave of absence without pay will be granted.
- (c) Bereavement leave shall be extended by up to two (2) additional working days without pay, as may be necessitated by reason of travel out of province to attend the funeral, for parents or children. Additional days off with pay for other reasons may be granted by mutual agreement between the Employer and the Employee concerned.
- (d) If an Employee is required to travel to attend a funeral, the Employer agrees to provide such additional unpaid travel days as are necessary to attend the funeral.

16.06 Citizenship Ceremony Leave

Employees shall be entitled to up to one (1) day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.07 Compassionate Care Leave

Employees shall be entitled to up to twenty-seven (27) weeks of unpaid Compassionate Care Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.08 Critical Illness Leave

Employees shall be entitled to up to thirty-six (36) weeks of unpaid Critical Illness Leave for a child and up to sixteen (16) weeks' unpaid Critical Illness Leave for an adult. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.09 Death or Disappearance of a Child Leave

Employees shall be entitled to up to fifty-two (52) weeks of unpaid Death or Disappearance of a Child Leave and up to one-hundred and four (104) weeks of unpaid Death or Disappearance of a Child Leave if the child has died as a probable result of a crime. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.10 Domestic Violence Leave

Employees shall be entitled to up to ten (10) days of unpaid Domestic Violence Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.11 Long-term Illness and Injury Leave

Employees shall be entitled to up to sixteen (16) weeks of unpaid Long Term Illness and Injury Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.12 Maternity and Parental Leave Maternity Leave

- (a) Employees shall be entitled to unpaid maternity leave of not more than sixteen (16) weeks starting at any time during the thirteen (13) weeks immediately before the estimated date of delivery.
- (b) A pregnant Employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to unpaid maternity leave under this Division.
- (c) An Employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the Employee and the Employer and provided a medical certificate indicates that resumption of work will not endanger her health.

16.13 Adoption/Parental Leave

- (a) Extended unpaid parental leave of not more than sixty-two (62) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

- (b) If Employees are parents of the same child, Parental Leave may be taken wholly by one of the Employees or shared by the Employees. In such circumstances, the Employer may, at its discretion, grant Parental Leave to both to more than one Employee at a time if so requested.

- (c) Notwithstanding the cessation or suspension of business operations, no Employee shall be terminated or laid off who is on Maternity or Parental Leave or because the Employee is entitled to Maternity or Parental Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.14 Personal and Family Responsibility Leave

Employees shall be entitled to up to five (5) unpaid days' Personal and Family Responsibility Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.15 Reservist Leave

Employees shall be entitled to up to twenty-six (26) weeks of unpaid Reservist Leave. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.16 Jury and Material Witness Leave

Employees shall be entitled to an unpaid leave of absence for Jury Leave. The criteria for determining whether leave

will be required under this section will be in accordance with the Alberta Employment Standards Code.

16.17 Time Off to Vote

Employees shall be entitled to time off of up to three (3) consecutive unpaid hours to vote in government elections pursuant to any municipal, provincial, federal, or band council electoral process. The criteria for determining whether leave will be required under this section will be in accordance with the Alberta Employment Standards Code.

Article 17 – General

17.01 Just Cause

No Employee shall be disciplined or discharged without just cause.

17.02 Locker Facilities

The Employer will endeavor to provide each Employee one locker.

17.03 Ski and Lift Pass

- (a) With no blackout dates, all Employees shall receive a Full Day Ski pass, without charge for every month worked, after completing probation, starting in December and concluding in April of each year. The Full Day Ski passes shall expire at the conclusion of every season, and are prohibited for resale.
- (b) Each full-time Employee, at the conclusion of their probationary period, shall receive a Family Seasons

Pass, valid at Marmot Basin, to be used by the Employee's immediate family, pursuant to the Employer policy. The Employee shall surrender the Family Seasons Pass upon termination of employment.

17.04 Meal Allowance

In accordance with the current subsidy, Employees working a full shift shall be entitled to purchase a meal at a subsidized cost of eight dollars (\$8.00).

Article 18 – Health and Safety

18.01 Occupational Health and Safety

The Employer shall make all reasonable provisions for the Occupational Health and Safety of all Employees. All rights and privileges established under the laws of the Province of Alberta in respect of Occupational Health and Safety shall form part of this Agreement.

18.02 Safety Committee

The Employer shall maintain a Safety Committee, which shall include one (1) Employee nominated by the bargaining unit (the "Safety Committee Representative"). The function of the Committee shall be to recommend solutions on problems relating to the promotion of safety and good housekeeping at the Employer's operations.

18.03 Safety Committee Responsibilities

The responsibilities of the Safety Committee shall be:

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

18.04 Supervisor Approval

The Safety Committee Representative shall not leave their assigned job duties without first having obtained the approval of the immediate supervisor. Such approval will not be unreasonably withheld.

18.05 Time Spent on Committee Business

- (a) Time spent by the Safety Committee Representative in the performance of their Safety Committee duties during their scheduled shift shall be paid at the regular rate of pay for that Employee.
- (b) Time spent by the Safety Committee Representative outside of their scheduled shift, and not at the direction of the Employer, shall be unpaid time. However, the Employer will ensure that the Safety Committee Representative is always scheduled to be working for any Safety Committee meeting.

18.06 Right to Refuse Unsafe Work

The Employer and Union agree to cooperate in developing and maintaining a strong sense of safety awareness among employees and supervisors. It is, therefore, recognized that every employee has the right to refuse work if they have reasonable cause to believe that to perform the work would create undue hazard to the health or safety of any person. For the purpose of this section, all rules, procedure and outcomes will be as outlined in the Occupational Health and Safety Act and/or Regulations.

Article 19 – Workers Compensation Benefits & Duty to Accommodate

19.01 WCB

Where an Employee is unable to work as a result of an injury or illness incurred in the course of the employee's duties, the Employee shall inform the Employer so that a claim for Compensation benefits (if applicable) can be forwarded to the Workers Compensation Board (“WCB”). Any information required by the WCB from the Employer shall be provided immediately.

19.02 WCB payable Benefits

Any Employee who suffers an injury or illness which qualifies for Workers’ Compensation benefits shall be paid by the Employer for the hours they would otherwise have been scheduled to work on the day of the injury or illness, but was unable to work because of the injury or illness.

19.03 Advocacy

The Employer acknowledges that the Union has chosen to provide WCB advocacy for its members.

19.04 Duty to Accommodate

- (a) The Employer recognizes mental and physical disabilities as conditions that requiring accommodation under relevant Human Rights legislation.
- (b) The Employer and the Union recognize that accommodation is a tri-partite process involving obligations of the Employer, Employee and the Union working constructively and cooperatively together.
- (c) The Employer further acknowledges the Duty to Accommodate and the important role of the Union in the accommodation process.
- (d) Employees shall have the right to the presence of a Union Representative, or WCB Specialist in meetings in which modified work or return to work programs are being discussed.

Article 20 – Job Postings

20.01 Mid-Season Job Posting

After season commencement, where a vacancy or new position occurs within the bargaining unit, such a position shall be posted for a period of seven (7) days and Employee(s) desiring any such vacancy or new position may apply. New positions and/or vacancies will be filled as follows:

- (a) First priority will be given to the most senior applicant from within that department provided that the Employee has the requisite ability, skills and qualifications to perform the work.

- (b) If the position cannot be filled from within the department, applications from other departments will be accepted and the job shall be given to the most senior applicant, provided that the Employee has the requisite ability, skills and qualifications to perform the work, before external recruitment occurs.

Article 21 – Effect of Legislation and The Agreement

21.01 Effect of Legislation

- (a) This Agreement shall be governed by the laws of the Province of Alberta.
- (b) This Agreement shall be applied in accordance with the:
 - (i) *Alberta Employment Standards Code*;
 - (ii) *Alberta Human Rights Code*;
 - (iii) *Alberta Occupational Health and Safety Code*;
 - (iv) *Labour Relations Code*; and
 - (v) any other applicable legislation.
- (c) Where this Agreement confers rights above the minimum legislative standards, the Agreement shall prevail.
- (d) Where the Agreement is silent on, or provides for less than the minimum legislative standards, the relevant legislation shall prevail.

Article 22 – Health and Welfare Benefits

22.01 Health and Welfare Plan

The Employer shall provide a Health and Welfare Plan in Accordance with Schedule D – HSA, Benefits, and Personal Health Information.

Article 23 – Employee Rights

23.01 Employee Rights

The Employer is committed to complying with the terms and conditions of the Agreement.

The Employer agrees to treat all Employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

- (a) The right to a safe workplace;
- (b) The right to be free from discrimination, intimidation, retaliation, and harassment;
- (c) The right to be compensated for work performed;
- (d) The right to be informed of all workplace rights, obligations, policies, and rules;
- (e) The right to safe and necessary equipment;
- (f) The right to necessary training for the work performed;
- (g) The right to participate in lawful Union activity; and
- (h) The right to statutory benefits, rights, and other privileges.

Article 24 - Definition of Technical Change

24.01 Technological Change

Technological change shall mean the introduction by the Employer of equipment or material of a different nature or kind than that previously used by the Employer and a change in the manner in which the Employer carries on the work that is directly related to the introduction of that equipment or material.

24.02 Technological Change Events

- (a) In the event of a technological change occurring during the term of this Agreement which shall displace or adversely affect any of the Employees in the bargaining unit, the Employer shall advise the Union at least one hundred and twenty (120) calendar days before the introduction of the technological change, and provide the Union with a detailed description of the technological change that it intends to implement, disclosing all foreseeable effects and repercussions on the Employees.
- (b) The Employer and the Union shall meet as soon as possible and not later than ninety (90) calendar days prior to the intended date of the implementation of the technological change for the purpose of negotiating reasonable provisions to protect the interests of the Employees affected. Reasonable provisions shall include but not be limited to job retraining. If the Union and the Employer fail to agree upon such provisions the matter may be referred by either party to arbitration for the purpose of determining such provisions and the technological change shall not be introduced by the Employer until such determination is made and only in accordance therewith.

24.03 Technological Change Notice

Notwithstanding the provisions contained in Article 25.02 above, any Employee who is to be displaced or adversely affected by a technological change shall be given a six (6) month training period after the date of the introduction of said technological change in order to obtain proficiency in any new job that has become available as a result of the technological change to the level of being able to perform the normal functions of the job. All opportunity for retraining pursuant to this article shall be provided by the Employer during the normal working hours and Employees during the period of retraining shall be paid at their normal hourly rate of pay.

24.04 Technological Change Employee Options

Notwithstanding the provisions contained in Article 25.02 above, any Employee who is displaced by a technological change or, if after completing the six (6) month training period referred to in Article 25.03 above, fails to obtain proficiency in their new duties to the level of being able to perform the normal functions of the job, shall be required at that time to indicate in writing their choice of one (1) of the three (3) following options:

- (a) the Employee may elect to exercise their seniority to bump into a classification that they are capable of performing;
- (b) the Employee may elect to go on layoff status; or
- (c) the Employee may elect to voluntarily sever their employment completely with the Employer and accept severance pay as provided for in this Agreement.

Article 25 – Clothing, Footwear, and Tools

25.01 Employer-owned Equipment

Employees are required to take good care of Employer-owned safety supplies, any articles of clothing provided to them by the Employer, and such articles shall be returned to the Employer on termination of employment.

25.02 Gear Allowance

Employees will be expected to provide tools/PPE, at their initial expense, to perform their duties. The gear allowance for each position shall be paid in accordance with Schedule E – Gear and Tool Provision.

25.03 Required Gear

- (a) Employees are required to provide the following tools:
 - (i) Probationary and Grade 1 Ski Patroller: Transceiver, Probe, Shovel, Alpine Harness, Carabiner
 - (ii) Grade 2 and Grade 3 Ski Patroller: Transceiver, Probe, Shovel, Alpine Harness, Carabiner, Head Lamp, Touring Bindings, Skins
 - (iii) Avalanche Technicians and Supervisors: Transceiver, Probe, Shovel, Alpine Harness, Carabiner, Head Lamp, Touring Bindings, Skins

- (b) Employee's equipment must be present every working day, in good repair, and meet the following criteria:
 - (i) Avalanche beacon: no more than 5 years old or recalibrated yearly.

- (ii) Avalanche probe: quick tensioning system min. 270 cm.
- (iii) Avalanche shovel: durable, metal, extendable/collapsible handle.
- (iv) Mountaineering-style harness, must be able to put on while seated in a chair lift with skis on feet: no more than 5 years old (rated at 15kN)
- (v) Triple action pear shaped locking carabineer (rated at 25 kN)
- (vi) Head lamp of 130 lumens or greater with working batteries
- (vii) Synthetic climbing skins
- (viii) Heel lift binding mounted to skis (No Alpine Trekkers)

25.04 Reimbursement

Employees shall be eligible for the gear and tool allowances effective the first payroll period of March of each year.

25.05 Inspection Required

Employees will only be eligible for the allowance after the second yearly equipment inspection has been performed.

25.06 Part-Time and Casual Employees

Reimbursement applies only to Full-Time Employees. Part-Time and Casual Employees are entitled to the gear and tool allowance on a prorated basis, calculated as follows:

$$\left(\frac{\text{Number of days Worked}}{\text{Days worked by a Full Time Employee}} \right) \times \text{Schedule E – Gear and Tool Provision}$$

Article 26 – Probationary Period

26.01 Probationary Period

The probationary period for a newly hired Employee is Ninety (90) calendar days, after which the Employee's seniority shall start from the date when the Employee entered the service of the Employer.

26.02 Termination of Probationary Employment

During the probationary period the employment of an Employee may be terminated if the Employee is, in the opinion of the Employer, unsuitable for permanent employment.

26.03 Returning Employees

- (a) Employees returning to employment in the same position shall not be required to serve any further probationary period.
- (b) Employees returning to employment in another position will be required to undergo an additional probationary period.

Article 27 – Job Training

27.01 Job Training

The Employer shall ensure that all Employees in the bargaining unit are provided with appropriate training so as

to enable them to at all times be familiar with all facets of their job description. All training scheduled by the Employer, or at the discretion of Management, shall be considered as time worked by the Employee and shall be paid for in accordance with the terms and conditions contained in this Agreement.

27.02 Job Training Preference

The Employer shall give preference to senior Employees with respect to training opportunities leading to job advancement, provided that the Employee has the requisite ability, skills and qualifications to perform the work.

27.03 Providing Opportunities for Job Training

Provided it is practical to maintain the efficient operation of the department, the Employer shall provide training opportunities for Employees to upgrade their qualification within the department.

Article 28 – Education and Training Allowance

28.01 Education and Training Fund

- (a) The Employer agrees to contribute five cents (\$0.05) for each hour worked in the bargaining unit to the United Food and Commercial Workers Canada Union, Local No. 401 Education Fund.
- (b) The information and monies collected shall be forwarded in the same manner as Article 6.02 and sent to the Union on or before the fifteenth (15th) day of the month following the month in which the monies were deducted. All lists shall be forwarded to the Union office in electronic (ascii/.xls) format.

Article 29 – Joint Labour/Management Meetings

29.01 Labour Committee Meetings

- (a) A Labour/Management Relations Committee (the “Labour Committee”) shall be appointed, consisting of two (2) Employees from the Bargaining Unit and two (2) representatives from the Employer.
- (b) The Labour Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern. A request for the meeting shall include an agenda of matters for discussion at the meeting. Time spent by bargaining unit Employees in carrying out the functions of this Labour Committee shall be considered as time worked and shall be paid for by the Employer.

- (c) Meetings are to be scheduled once every two (2) months at the Mid Mountain Complex (or such other site to be determined as necessary).
- (d) As a guideline, meetings should not take longer than one (1) hour.

29.02 Meeting Minutes

Minutes of all meetings that occur shall be kept and a copy shall be given to each member of the Labour Committee and, as well, a copy shall be posted by the Shop Steward on the bulletin board for all Employees to see, as well the Shop Stewards will provide an electronic copy to all members. The Union office shall be provided with a copy of these minutes, upon request. The Minute taking at these meeting will rotate between the Employer and the Union representatives. Both parties will sign off on the minutes prior to the minutes being distributed.

29.03 No Jurisdiction to interpret the Agreement

The Labour Committee shall not have jurisdiction to interpret or amend any of the terms and conditions contained in the Agreement.

29.04 Reschedule upon Mutual Consent

The monthly meetings may be rescheduled or postponed at the agreement of the Employee and the Employer members of the Labour Committee.

29.05 Attendance of Union Labour Relations Officer

The Union Labour Relation Officer will be able to attend these meeting upon request.

Article 30 – Doctor Notes

30.01 Doctor or Medical Notes

The Employee may be required to provide a medical certificate to justify an illness or injury related absence or confirm suitability to return to work.

Article 31 – Job Requirement

31.01 Job Requirement Training Reimbursement

Employees shall be entitled to reimbursement for job-required training courses as follows:

- (a) On approval from Management, Employees in their first season of employment will be entitled to time off with pay to attend courses that are required for their position. If these Employees return for a second season of employment, they will be reimbursed fifty percent (50%) of the tuition paid by the Employee for the course(s) taken, to be paid at the end of the operational season.
- (b) On approval from Management, Employees in their second and third seasons of employment, and who have attended training courses at the Employer's request, will be entitled to time off with pay to attend those courses. If these Employees return for the following season, they will be reimbursed for the full cost of the course(s) taken, to be paid at the completion of the operating season.
- (c) On approval from Management, Employees will be reimbursed for reasonable travel expenses incurred

in attending Level 2 and Level 3 CARDA courses and PEAK TF courses.

The above reimbursement policy shall only apply to an Employee's first attempt at a course. Reimbursement is contingent on an Employee successfully completing the required course(s).

31.02 Scheduling Job Requirement Training

Management and Employees shall work collaboratively to determine which Employees shall be allowed to participate in courses required to reach the next level of their position. Due to circumstances beyond the Employer's or Management's control (such as course offerings and timing), timelines for approval and scheduling of courses will be decided on a case-by-case basis. Employees will be considered for such courses based on their demonstrated skills, abilities, qualifications and seniority.

Article 32 – Term of Agreement

32.01 Term of Agreement

The term of this Agreement shall be from the date of ratification, until October 31, 2026, totaling a two (2) year term. The date of ratification shall be the Monday following the Union's ratification vote.

Article 33 – Avalanche Dogs

33.01 Avalanche Dogs

- (a) The Employer will consider sponsorship of avalanche rescue dogs, that is in line with the Canadian Avalanche Rescue Dog Association (“CARDA”) prerequisites and pending operational requirements at the discretion of Management.

- (b) The Employer will provide support to the CARDA team in the form of:
 - (i) acting as the CARDA teams Search and Rescue (“**SAR**”) supporting organization;
 - (ii) reimbursement of up to one (1) bags of dog food per month, per dog;
 - (iii) reimbursement of CARDA and Alberta Avalanche Recue Dog Association (AARDA) membership fees yearly;
 - (iv) reimbursement of Pet insurance fees of up to \$500 per season for validated dog teams;
 - (v) transportation to and from work as practical and approved on the staff bus
 - (vi) up to two (2) dogs in the safety operations supervisor’s vehicle;
 - (vii) provided reasonable dog housing areas at the boot up room, operations complex and the top of each area;
 - (viii) reasonable and approved training time and areas during work hours; and
 - (ix) yearly training or recurrency validation as per the training policy;

33.02 Avalanche Dog Wage Stipend

The Employer shall pay \$1,500.00 per dog at the conclusion of the season.

Article 34 – Washroom Facilities

34.01 Washroom Facilities

The Employer will endeavor to provide the Employees with adequate washroom facilities and adequate coverage when Employees need to use such facilities, subject to operational and safety requirements. The parties acknowledge that the Employer operates in a National Park and the Employer's ability to provide additional washroom facilities is limited.

Article 35 – Respect, Dignity, Employment Equity, and Non-Discrimination

35.01 Respect, Dignity, Employment Equity and Non-Discrimination

- (a) The Employer and the Union agree that there shall be no discrimination with respect to any Employee by reason of race, colour, ancestry, place of origin, religious beliefs, gender, gender identity, gender expression, age, physical disability, mental disability, marital status, family status, source of income, or sexual orientation.
- (b) Neither the Employer nor the Union or its members will discriminate in any manner against any Employee because of support or non-support of the Union.

35.02 Employment Equity

- (a) The Employer will not discriminate against Employees based on any other aspect of LBGTQ2S+ identity in any provision of the collective agreement or in any matter related to employment or otherwise. All compensation, benefits, working arrangements offered by the Employer shall be equally accessible and inclusive of transgender and LBGTQ2S+ individuals without any form of discrimination or barrier. Any allegation of discrimination or harassment will accelerate to step 2 of the grievance process.
- (b) The Employer commits to actively working towards creating an inclusive and affirming workplace environment for transgender and LBGTQ2S+ Employees. This includes advocating for and ensuring all policies are inclusive of LBGTQ2S+ individual treatments without discrimination or unnecessary barriers.
- (c) The Employer will maintain the confidentiality and privacy of transgender and LBGTQ2S+ Employees' health information and identities. Any documentation or communication related to gender-affirming care, sexual orientation, or related health benefits shall be handled with sensitivity and discretion. Any breaches of confidentiality will be handled directly with Management.
- (d) If any Employee is transgender, or intends to or is going through a transition in gender identity (with or without surgery or therapy) and makes a request, the Employer and the Employee will mutually agree on:

- (i) A way to notify co-workers of the worker's status or transition, if the Employee so desires the transition to be known;
- (ii) The Employer's encouragement of other Employees to speak or refer to transgender workers by the names they choose and the pronouns they identify. The Employer will make reasonable efforts to use preferred names and pronouns, including on name tags, unless otherwise legally required.

For the Company:
RMSI-JTAC Equipment
Holdings Ltd.

For the Union:
United Food and Commercial
Workers Canada Union, Local
No. 401

Company Committee:

Nichole Radersma
Krista Murray
Jason Paterson

Bargaining Committee:

Joshua Wilde
Tatjana Cinnamon
Sam Nuako
Felix Martinez
Chris O'Halloran

This Agreement was ratified on April 29th, 2024.

SCHEDULE "A" – EXCLUDED POSITIONS

The following positions shall be excluded from the bargaining unit:

1. Ski Patrol Assistant Supervisor
2. Ski Patrol Supervisor
3. Director of Public Safety
4. Assistant Director of Public Safety
5. Mountain Operations Supervisor
6. Mountain Operations Manager
7. Volunteer Ski Patrollers
8. All other Non-Bargaining Unit Staff

SCHEDULE “B” – WAGE SCHEDULE

1. Employees shall be paid per hour according to the following Wage Schedule:

Job Position	Upon Ratification	Nov 1 2024	Nov 1 2025
	-	Average 8.6%	4.00%
Probationary Ski Patroller	\$17.50	\$19.00	\$19.76
Grade 1 Ski Patroller	\$18.00	\$20.00	\$20.80
Grade 2 Ski Patroller	\$20.00	\$22.00	\$22.88
Grade 3 Ski Patroller	\$22.00	\$24.50	\$25.48
Snowfarmer General Labourer	\$16.00	\$18.00	\$18.72
Snowfarmer Lead Hand	\$16.50	\$18.50	\$19.24
Avalanche Technician Team Lead	\$25.00	\$27.00	\$28.08
Avalanche Technician Area Lead	\$30.00	\$32.00	\$33.28
Dispatcher	\$18.50	\$19.00	\$19.76
Part-time Dispatcher	\$17.50	\$18.00	\$18.72

SCHEDULE “C” – PREMIUMS

1. Employees shall be entitled to the following premiums, upon proof of completion of the following qualifications:

Qualification	Additional Amount per hour (10% from 2023/2024 season)
CAA ITP Level 1	\$1.10
CAA ITP Level 2	\$2.20
CAA ITP Level 3	\$2.20
EMR with ACP	\$0.83
PCP with ACP	\$2.20
ACP with ACP	\$2.20
PEAK Training Facilitator	\$0.55
CAA Avalanche Practitioner Membership	\$0.55
CAA Avalanche Professional Membership	\$2.20

2. Premiums are available to Employees unless the job classification already has these position requirements.

3. Employees in the following job classifications shall be entitled to the following premiums:

Job Classification	Eligible Qualification Premiums
Snowfarmer – General Labourer	CAA ITP Level 1 EMR with ACP
Snowfarmer – Lead Hand	CAA ITP Level 1 EMR with ACP
Probationary Ski Patroller	CAA ITP Level 1 CAA ITP Level 2 CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator

Job Classification	Eligible Qualification Premiums
Grade 1 Ski Patroller	CAA ITP Level 1 CAA ITP Level 2 CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator
Grade 2 Ski Patroller	CAA ITP Level 2 CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator
Grade 3 Ski Patroller	CAA ITP Level 2 CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator CAA Avalanche Practitioner Membership CAA Avalanche Professional Membership
Avalanche Technician – Team Leader	CAA ITP Level 2 CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator CAA Avalanche Professional Membership
Avalanche Technician – Area Leader	CAA ITP Level 3 EMR with ACP PCP with ACP ACP with ACP PEAK Training Facilitator
Dispatcher	-
Part-time Dispatcher	-

SCHEDULE "D" – HSA, BENEFITS, AND PERSONAL HEALTH INFORMATION

1. The Employer shall provide EFAP coverage for all bargaining unit Employees.
2. For eligible Employees after five (5) completed seasons of employment, the Employer agrees to provide the following benefits in accordance with Employer policies:
 - (a) Group Health, Dental and Life benefit package (the "**Group Plan**"). Employees will be required to contribute 40% of the premiums to the Group Plan during the operational season and 100% of the premiums during the off-season; and
 - (b) RRSP matching contributions up to 5% of Employee base wage.
3. Prior to completing five (5) seasons of employment, Employees will be entitled to \$500 Employer-administered Health Spending Account allowance to be used seasonally and not carried over.
4. Upon completing five (5) consecutive seasons of employment, Employees may elect to enroll in the Group Plan and forfeit the Employer-administered Health Spending Account ("**HSA**") allowance, or not enroll in the Group Plan and retain the HSA allowance.
5. All Employees will be entitled to access the Employee Family Assistance Program.
6. For the Group Plan and RRSP benefits, Employees shall be required to be enrolled in the plan prior to the start of the season.

7. For the Employer-administered HSA, the Employee will provide appropriate receipts to the designated Management representative and the Employee will be reimbursed via cheque from the Employer at the earlier opportunity.

8. The Employer acknowledges and understands the privacy and confidentiality obligations regarding Employee medical information and will protect that information as necessary.

SCHEDULE “E” – GEAR AND TOOL PROVISION

1. The Employer shall provide to all Snowfarming and Dispatch Employees rental shop performance ski or snowboarding equipment, including a headlamp, during the season for work purposes.
2. The gear must be returned at the end of the season in satisfactory condition.
3. The Employer shall provide the following gear/tool allowances per season:

Position	Amount
50% increase from 2023/2024 season	
Probation Ski Patrollers Grade 1 Ski Patrollers	\$ 465.00
Grade 2 Ski Patrollers Grade 3 Ski Patrollers Avalanche Observers	\$ 930.00
Avalanche Technician Team Lead Avalanche Technician Area Lead	\$1,500.00

SCHEDULE "F" – AVERAGING AGREEMENTS

1. The Union and the Employer agree that all Employees shall be subject to one of the following averaging agreements.

Nine (9)-Hr Averaging Agreement

Between United Food and Commercial Workers Canada
Union, Local No. 401

And RMSI-JTAC Equipment Holdings, Ltd. o/a Ski Marmot
Basin Limited Partnership

1. Work Schedule

We understand that my work schedule will consist of eight (8) – nine (9) hour workdays over a two-week cycle matching RMSI-JTAC Ltd. bi-weekly pay periods. My shifts will begin at

_____ and end at _____ each day from Monday to Sunday, inclusive of two (2) 15-minute paid breaks and a half (0.5) hour paid lunch break.

For hourly-paid staff, overtime is calculated at 1.5 times the workers regular wage and will be paid after the greater of nine (9) hours/day or an average of 44 hours/week in the averaging over a 2 week pay period as per Employment Standards.

This agreement shall be in effect from November _____ to May _____.

2. Work Schedule Changes

We understand that it may be necessary to change days off or to work all or part of scheduled days off depending on work unit demands. We further understand that these changes may require other work schedule adjustments. We

10.5-Hr Averaging Agreement

Between: United Food and Commercial Workers Canada
Union, Local No. 401

And RMSI-JT and RMSI-JTAC Equipment Holdings, Ltd.
o/a Ski Marmot Basin Limited Partnership

1. Work Schedule

We understand that my work schedule will consist of eight (8) – ten and one half (10.5) hour workdays over a two-week cycle matching RMSI-JTAC Ltd. bi-weekly pay periods. My shifts will begin at _____ and end at _____ each day from Monday to Sunday, inclusive of two (2) 15-minute paid breaks and a half (0.5) hour paid lunch break.

For hourly-paid staff, overtime is calculated at 1.5 times the workers regular wage and will be paid after the greater of 10.5 hours/day or an average of 44 hours/week in the averaging over a 2 week pay period as per Employment Standards.

This agreement shall be in effect from November _____ to May_____.

2. Work Schedule Changes

I understand that it may be necessary to change my day off or to work all or part of my scheduled day off depending on work unit demands. I further understand that these changes may require other work schedule adjustments. I understand that the above referenced work hours will remain unchanged

Letter of Understanding #1 – First Agreement Implementation

1. Union Membership and Check Off

The Employer agrees to facilitate signing up all current Employees, to Union membership card and submitting them to the Union within one (1) month following ratification.

2. Employer Rules and Policies

During the term of the Agreement, the Employer shall maintain Employee rules and policies, and shall only amend such rules and policies, upon satisfaction of the conditions below.

The Employee rules and policies must be:

- (i) consistent with the Agreement;
- (ii) reasonable;
- (iii) clear and unequivocal;
- (iv) brought to the attention of Employees affected before the Employer can act on it;
- (v) The Employee concerned must have been notified that a breach of such rule could result in his discharge if the rule is used as a foundation for discharge;
- (vi) Such rule should have been consistently enforced by the Employer from the time it was introduced.

3. Fresh Start Article

The Employer agrees that upon ratification, all Employees employed at the date of ratification shall have their disciplinary records fully expunged from their personnel files and any other files that may exist.

Letter of Understanding #2 – Avalanche Technician Observer

1. The Avalanche Technician Observer (the "**Observer**") is a developmental/training opportunity whereby the Observer works within the Safety Operations Department at the same rate commensurate with the Full-Time classification that they currently occupy.
2. There is no additional compensation for the Observer role, however, the Observer will be entitled to premiums commensurate with their Full-Time classification. For greater certainty, the Observer role will be developing skills and ski hill vocabulary and are working towards their Alberta non mining blasting certificate, route leader skills & qualifications, CAA ITP level 2 and similar certificates.
3. The Observers are developing skills learned in the CAA ITP Level 1 and skills involved with active avalanche control.

For the Company:
RMSI-JTAC Equipment
Holdings Ltd.

For the Union:
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Workers Canada Union, Local
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Jason Paterson

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Sam Nuako
Felix Martinez
Chris O'Halloran

This Agreement was ratified on April 29th, 2024.