



**Agreement**

**between**

**Steamboat Ski and Resort Corporation**

**And**

**Steamboat Professional Ski Patrol Association  
Communications Workers of America**

**Effective September 1, 2019**

**Through August 31, 2020**

**Table of Contents**  
**Steamboat Professional Ski Patrol Association Agreement**  
**with**  
**Steamboat Ski and Resort Corporation**  
**2019 - 2020**

Table of Contents

<i>ARTICLE I PURPOSE OF AGREEMENT.....</i>	<i>3</i>
<i>ARTICLE II RECOGNITION .....</i>	<i>3</i>
<i>ARTICLE III UNION RIGHTS.....</i>	<i>3</i>
<i>ARTICLE VI PERFORMANCE APPRAISAL.....</i>	<i>6</i>
<i>ARTICLE VII DRUG AND ALCOHOL POLICY.....</i>	<i>7</i>
<i>ARTICLE VIII DISCIPLINE.....</i>	<i>7</i>
<i>ARTICLE IX JOB SECURITY AND FORCED ADJUSTMENT PROVISIONS .....</i>	<i>9</i>
<i>ARTICLE X SENIORITY.....</i>	<i>11</i>
<i>ARTICLE XI HOURS OF WORK.....</i>	<i>12</i>
<i>ARTICLE XII WAGES AND CLASSIFICATIONS.....</i>	<i>13</i>
<i>ARTICLE XIII HEALTH, WELFARE AND MISCELLANEOUS BENEFITS.....</i>	<i>14</i>
<i>ARTICLE XIV GRIEVANCE AND ARBITRATION.....</i>	<i>14</i>
<i>ARTICLE XV PERSONNEL FILES.....</i>	<i>14</i>
<i>ARTICLE XVI TRAINING, EDUCATION AND EXPENSES.....</i>	<i>16</i>
<i>ARTICLE XVII UNIFORM POLICY .....</i>	<i>17</i>
<i>ARTICLE XVIII EQUIPMENT AND SUPPLIES.....</i>	<i>17</i>
<i>ARTICLE XIX EQUIPMENT ALLOWANCE.....</i>	<i>17</i>
<i>ARTICLE XX LEAVES OF ABSENCE AND BREAK-IN-SERVICE.....</i>	<i>18</i>
<i>ARTICLE XXI UNION DUES AND CHECK-OFF.....</i>	<i>19</i>
<i>ARTICLE XXII COMPLETE AGREEMENT - SAVINGS CLAUSE .....</i>	<i>19</i>
<i>ARTICLE XXIII NO STRIKE - NO LOCKOUT.....</i>	<i>20</i>
<i>ARTICLE XXIV DURATION .....</i>	<i>20</i>

**Steamboat Professional Ski Patrol Association Agreement with  
Steamboat Ski and Resort Corporation  
2018-2019**

**ARTICLE I  
PURPOSE OF AGREEMENT**

It is the intention of the parties that this Agreement will establish sound relations between the Employer and its Patrollers represented by Steamboat Professional Ski Patrol association. The Union recognizes the responsibilities imposed on it as the exclusive bargaining agent for the Patrollers, as described in Article 2. In order for the Company to provide maximum opportunities for continuing employment, good working conditions and wages, the Company must be in a strong market position. Therefore, the Union and the Company agree that it is in everyone's best interest to provide a friendly, safe, memorable experience of good value, which consistently meets or exceeds the expectations of our guests, employees, and the community in the context of sound business practices.

**ARTICLE II  
RECOGNITION**

2.1 This Agreement is entered into by and between the Steamboat Professional Ski Patrol Association (hereinafter referred to as "the Union" or "Union"), affiliated with Communications Workers of America and Steamboat Ski and Resort Corporation (hereinafter referred to as "the Company" or "the Employer").

2.2 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all matters affecting wages, hours and other terms or conditions of employment for all paid Ski Patrol Department employees in the bargaining unit, including Medical Patrollers and Courtesy Patrollers (collectively "Patrollers"), employed by Steamboat Ski & Resort Corporation. The Union does not represent and this Agreement does not apply to management employees, volunteer ski patrollers, office assistants, medical advisors, supervisors, and those employees who are employed by the Company during summer seasons or in departments outside of Patrol.

**ARTICLE III  
UNION RIGHTS**

3.1 The Union shall have the right to appoint five (5) representatives from the bargaining unit ("Union Representatives") according to the Union's own policies and procedures. The Union Representatives, or designee(s), in their absence, shall be the exclusive local site representative of all paid Patrollers in matters relating to the administration of this Agreement. The Union shall notify the Company in writing of the names of the five (5) Union Representatives by opening day of each ski season and any changes within seven (7) days of the change.

3.2 The Union, through its officers and Union Representatives, or designee(s), shall have

the right to:

- 1) Represent members of the bargaining unit in grievance meetings held pursuant to the grievance procedures contained herein. Meetings shall be at a place and time mutually agreeable to both parties.
- 2) Schedule a meeting between a designated Union Representative and the Ski Patrol Director or Assistant Ski Patrol Director at mutually agreeable times to discuss contract enforcement matters concerning members of the bargaining unit represented by the Association.
- 3) Provide a Union Representative to represent members of the bargaining unit, at their request.

All time spent representing the union and/or bargaining, assisting Patrollers in grievance meetings or other union business shall be unpaid and shall occur outside the Union Representative's scheduled working hours.

3.3 The Union's failure to exercise any function hereby reserved to it, or its exercising its function in a particular way, shall not be deemed a waiver of its right to exercise such function, or preclude the Union from exercising the same in some other way not in conflict with the express provisions of this Agreement.

3.4 Patrollers within the Union have the right to refuse any promotion or transfer outside the bargaining unit offered by the Employer, except in the case of modified duty in relation to a work-related injury, without any ramifications on employment. In the case of modified duty in relation to a work-related injury, the Patroller will maintain current wage and benefit status.

#### **ARTICLE IV NON-DISCRIMINATION**

4.1 Neither the Union nor the Company will discriminate on the basis of age, race, sex, gender, color, creed, religion, national origin, disability (including pregnancy), sexual orientation, gender identity or expression, genetic information, uniform service or veteran status, or any other status protected by laws.

4.2 Whenever a gender pronoun is used, it is intended to equally include or refer to all genders.

#### **ARTICLE V MANAGEMENT RIGHTS**

5.1 The Employer retains all the customary, usual, and exclusive rights, decision making, management prerogatives, functions and authority connected with or in any way incident to its responsibility to manage the Company or any part of it unless specifically and expressly limited by the terms of this Agreement. Unless otherwise expressly restricted by a specific provision of this Agreement, the Employer shall have the sole and exclusive right, at its own discretion, to exercise the following rights, which are not meant to be exclusive:

- 1) The right to determine the location of the business, including the establishment of new operations or departments, divisions or subdivisions thereof. The right to determine the organizational structure of the Employer. The right to determine the services to be rendered to customers and the means of providing said services.
- 2) The right to determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- 3) The right to direct and appropriately size the working forces, including the right to hire, rehire, promote or transfer any employee and to fire or discipline for cause.
- 4) The right to schedule and assign work to be performed and the right to modify or change the work schedules.
- 5) The right to determine the selection, promotion or transfer of Patrollers to special teams, supervisory or other managerial positions or to other positions outside of the bargaining unit.
- 6) The right to establish and/or modify reasonable quality and quantity standards and judge the quality and quantity of performance required. The right to consistently evaluate the performance of all Patrollers. The right to assign Patrollers work that is not contained in the Patroller's job description.
- 7) The right to relieve Patrollers from duties because of lack of work including the reduction or adjustment of Patrollers' hours (e.g., in the case of no or low snow, other weather conditions adversely impacting business, or if business volume declines for any reason).
- 8) The right to otherwise take such measures as management may determine to be necessary for the orderly, efficient, and profitable operation of its business. The right to establish, modify and enforce reasonable rules, including but not limited to those governing performance, attendance, drug and alcohol testing, appearance, safety and conduct.

5.2 The Company's not exercising any function hereby reserved to it, or its exercising its function in a particular way, shall not be deemed a waiver of its right to exercise such function, or preclude the Company from exercising the same in some other way not in conflict with the express provisions of this agreement.

5.3 The Company shall continue to create and enforce reasonable work rules and policies for the safety, productivity and efficiency of the business. (The Company shall provide the Union with reasonable advance written notice of changes in the published rules and policies affecting the day-to-day activities of the ski patrol, which are not part of this agreement.)

**ARTICLE VI  
PERFORMANCE APPRAISAL**

6.1 The purpose of performance appraisals is to improve communication between management and Patrollers and to manage Patroller performance in accordance with departmental and Company goals. A Patroller's use of Sick/Emergency Time Off benefits in accordance with the terms of the Company's policy will not be used to detract from their performance rating.

6.2 A Patroller will receive at least one mid-season verbal performance discussion no later than February 15th, unless extended by mutual agreement of the supervisor and employee, and a minimum of one written performance appraisal at the end of each ski season. A Patroller who is not meeting expectations at the mid-season performance discussion or at any other time will receive notice of the issues and a written Performance Improvement Plan (PIP) on the Company's standard form. At the end of the season, each Patroller will be told if they will be eligible for rehire for the next ski season, subject to revocation for cause as provided herein prior to their rehire date. Patrollers who leave prior to the end of the season, without having had a performance appraisal and who may otherwise be eligible for rehire, must contact their supervisor to schedule a performance appraisal meeting not later than the end of the winter operating season. In the absence of such a meeting, the Patroller shall be deemed ineligible for rehire and waives their rights of appeal, grievance and arbitration under this Agreement.

6.3 Patrollers wishing to appeal the results of their performance appraisal after their performance appraisal interview has been conducted may do so according to the following procedure:

Step 1

- 1) To assure prompt attention, Patrollers must submit concerns within fifteen (15) days of the appraisal interview.
- 2) Concerns are presented to the Patroller's immediate supervisor in written form on a separate document. This means that a Patroller cannot write their concern on the Performance Appraisal itself.
- 3) The Patroller submits the concern personally but may elect to have a Union Representative appear with them.

Step 2

- 1) If the problem cannot be settled by the Patroller's immediate supervisor, the supervisor shall, within five (5) working days, submit their response in writing to the Patroller.
- 2) A Union Representative shall then submit the written concern and the response to the Ski Patrol Director, or their designated representative, who shall attempt to resolve the concern and respond within five (5) working days.

### Step 3

If the concern remains unresolved, the Vice President of Mountain Operations and the Vice President of Human Resources shall review the matter for final resolution. Their decision shall be final and not subject to further appeal or the grievance and arbitration provisions of this Agreement.

## **ARTICLE VII DRUG AND ALCOHOL POLICY**

The parties agree that all members of the bargaining unit will be subject to the same Alcohol and Drug Abuse policy and procedures as applied to the rest of the Company, including any modification, additions, or deletions, which are made to that policy during the term of this agreement. The Company will advise the Union of any changes prior to their implementation. The Company, by this reference, incorporates the provisions of the Alcohol and Drug Abuse Policy found in the Company's Employee Handbook into this Contract. By this reference, the Company gives notice to all Patrollers who are a party to this Agreement of the Alcohol and Drug Abuse Policy.

## **ARTICLE VIII DISCIPLINE**

8.1 The Company maintains the right to discipline or discharge Patrollers. No Patroller shall be discharged or disciplined without cause.

8.2 Disciplinary action may result in termination, disciplinary suspension, demotion, probation, written or verbal warning, at the sole discretion of the Company, depending upon the circumstances involved. The Company encourages the application of progressive discipline where appropriate and for the purpose of correcting performance issues. The following steps may be taken in order to correct a Patroller's performance. The Company reserves the right to select the level of discipline or to bypass any one or more of the methods of discipline listed below.

- 1) Verbal warning;
- 2) Written warning or reprimand;
- 3) Probation and/or suspension without pay; and
- 4) Discharge.

8.3 The following are examples of work rule infractions for which disciplinary action will be taken, up to and including discharge. This list is not all-inclusive and is intended to give Patrollers notice and supervisors a basis for providing disciplinary action where warranted. It is understood that there will be infractions which do not come under those listed below and that these will be dealt with by the Company on a case-by-case basis, depending upon the circumstances involved.

- 1) Neglect of duty.
- 2) Unauthorized use, abuse or destruction of Company property or property

of others; also, to include fraudulent use of ski and other passes or discounts for resort activities.

- 3) Theft, sale or bartering of Patroller complimentary lift or activity tickets.
- 4) Unauthorized removal, or tolerating unauthorized removal by others, of any Company property. Giving away Company services or property when not authorized to do so. Bartering of Company owned services, or items. Intimidating or coercing another employee to give away or to give unauthorized discounts on goods or services.
- 5) Falsification of Company records or time cards to include punching another's time card or having one's time card punched by another employee; not punching out punctually when no longer working; false or misleading information on employment application or any other Company record.
- 6) Violation of Company or departmental safety rules.
- 7) Failure to comply with the Colorado Ski Safety Act and/or Your Responsibility Code.
- 8) Disorderly or unsafe conduct by a Patroller while on Company premises, even if the Patroller is not on the job, including the removal or tampering with safety devices.
- 9) Careless discussion of confidential information.
- 10) Dangerous horseplay or unruly acts with other employees to include injuring another employee by an act of violence or by an accident arising out of horseplay or gross carelessness, using profanity, arguing in a loud voice, or fighting with other employees.
- 11) Substandard performance, poor workmanship, or unsatisfactory work. Some examples include: loafing, wasting time, inattention or sleeping on the job; repeated absences or lateness; and leaving one's assigned work area or the Company premises while on the job without permission of one's supervisor.
- 12) Insulting, offensive or violent behavior toward guests, coworkers, members of management and company officials.
- 13) Insubordination to or disobeying a supervisor.
- 14) The consumption, possession or selling of alcohol, illegal narcotics, drugs or medicine not medically prescribed during working hours or reporting to work under the influence of the same, or violation of the Company Alcohol and Drug Abuse Policy.
- 15) Possession of any weapon or unauthorized explosive material on Company

property.

- 16) The violation of any established policy or procedure.
- 17) Engaging in a strike, picketing, or slowdown in violation of the no strike clause.
- 18) Failure to report immediately accidents or personal injuries in accord with published procedures.
- 19) Falsifying or refusing to give testimony when accidents are being investigated.
- 20) Absence from work where permission to be absent has not been given by the Company, unless such absence is beyond the control of the Patroller, in which case the Patroller must notify the Company of their absence as soon as practicable.
- 21) Uncooperative attitude.
- 22) Carelessness.
- 23) Incompetence.
- 24) Any other act of dishonesty, gross misconduct or neglect not listed above.
- 25) Engaging in any off-duty conduct that negatively impacts the Company's reputation, including but not limited to the conviction of a crime.
- 26) Abuse of any privileges at Alterra-owned facilities or other privilege-extending ski areas.
- 27) Unauthorized lift line cutting.
- 28) Improper or unsafe use of the Company's vehicles or equipment.
- 29) Unloading from a lift at any point other than a terminal.
- 30) Skiing or snowboarding in avalanche closures or on closed trails not in the course of normal Patroller duties.

Failure on the part of the Company to enforce the provisions of this clause in certain instances shall not constitute a waiver of the Company's rights to enforce the clause in other instances.

## **ARTICLE IX JOB SECURITY AND FORCED ADJUSTMENT PROVISIONS**

9.1 It is recognized that the ski industry is seasonal in nature. Therefore, Patrollers will be separated or transferred to another department in accordance with Company policy when their work ends at the conclusion of each ski season and may be re-employed at

the commencement of the next ski season based on job performance and the needs of the operation. When the area opens for normal winter operations, full-time Patrollers who have received a "Delivers on All Expectations" (rating of 3) or better performance evaluation at the end of the preceding season, have received a "Delivers on All Expectations" (rating of 3) or better performance evaluation in any job the employee held for the Company, and are otherwise considered eligible for rehire based on performance in any position held with the Company, will be rehired in accordance with Section 9.2, provided that they are qualified for the work that is available.

9.2 Seasonal callbacks will be administered within the following guidelines:

- 1) Full-time Patrollers shall be given notice of their tentative start dates prior to the start of the season and as far in advance as practicable.
- 2) Full time Patrollers will be rehired in accordance with a rehire ranking formula that is calculated using points for performance, training and experience, starting with the highest ranking. The rehire ranking formula shall be calculated by adding points from three criteria:
  - I. Performance  
  
The performance appraisal score will be multiplied by 10 to calculate the points for performance.
  - II. Training  
  
Basic Patroller - 1 point  
  
Level I Patroller - 2 points  
  
Level II Patroller - 3 points  
  
Level III Patroller - 4 points  
  
Snowmobile Specialist - 0.5 additional point  
Toboggan Specialist - 0.5 additional point  
  
Route Leader - 0.5 additional point  
  
Technical Rescue Specialist - 0.5 additional point
  - III. Experience - One point shall be counted for each season worked as a Steamboat Patroller up to a maximum of 5 points.
- 3) Subject to the needs of the Company, when rehire formula rankings are equal, seniority shall control.
- 4) If a Patroller declines the offer to start work at that time, then their name will be put at the top of the list to rehire at the next available staff increase.
- 5) If sufficient numbers of returning Patrollers are not available to return to

work through this procedure, the Company may require full-time Patrollers with the least seniority who have declined previous employment offers to return to work.

- 6) The least senior full-time Patroller's failure to return to work as described in the section above shall be considered a voluntary resignation, provided that the Company will provide the least senior full time Patrollers a minimum of forty-eight (48) hours' notice of their required start date. Upon mutual agreement, the parties may extend the 48-hour time frame. Such extensions will not be unreasonably denied in the event of dire circumstances.
- 7) The Company reserves the right to initiate the training of new Patrollers as needed during low snow years.

9.3 In the case of reduction in hours or long-term lay-offs in excess of three (3) consecutive working days, the Company will notify the Union, in writing, at least two (2) days in advance of any adjustment to the workforce, including any layoff or reduction in hours pursuant to Article 5.1.7, except when extreme or dire circumstances prevent such advance notice, in which case, notice will be given as much in advance as possible. The Union and the Company will discuss the need for adjustment to the workforce and may mutually agree to the nature of the adjustment. Absent agreement, adjustments to the workforce will occur with the following priority:

- 1) The Company will ask for volunteers first.
- 2) Patrollers on performance probation.
- 3) After options 1 and 2 have been exhausted, Patrollers may have their hours reduced or may be relieved of duty in reverse order of the rehire formula rankings, starting with the lowest ranking. Subject to the needs of the Company, when rehire formula rankings are equal, seniority shall control.

## **ARTICLE X SENIORITY**

10.1 A Patroller's first 90 calendar days of employment shall be considered a trial period. During the trial period, a Patroller may be terminated for any reason and they shall have no recourse through grievance procedures set forth in this Agreement concerning termination or discipline. The trial period may be extended for an additional 30 days upon mutual agreement of the Company and Union. Upon completion of the trial period, a Patroller's seniority date shall be from the first date of full-time employment within the bargaining unit.

10.2 To be classified as a second season Patroller, a Patroller must have been employed with full-time status at all times prior to the final 30 calendar days of the previous ski season. If the Patroller also works for the Company during the summer season, the Patroller will only be credited one year of service.

10.3 Seniority shall be defined as the credited ski seasons of work as a full-time Patroller

employed by the Company. If the Company requests a Patroller to transfer to a supervisory position on a temporary basis, at the end of the temporary assignment, the Patroller shall be returned to their original position in the bargaining unit and the period of time they were a supervisor will count toward bargaining unit seniority pursuant to the terms of this Agreement. Supervisors who are transferred into the bargaining unit shall retain all company seniority for purposes of this agreement.

10.4 The Company, with input from the Union, shall prepare from existing and available personnel records, a full-time seniority roster of all Patrollers eligible for seasonal callback to the bargaining unit. Part-time Patrollers shall be listed in order of years of ski patrol service but shall not have seniority as defined and used in this Agreement. This list shall be provided to the Union 7 days prior to orientation.

10.5 When more than one Patroller is hired on the same date for full-time positions the Patrol Director will decide which Patroller will have seniority over the others based on hiring clinic ratings and other professional criteria.

10.6 When the Company decides to add or fill a position within the bargaining unit, the Company will post the opening in the ski patrol locker room for four (4) consecutive working days. Patrollers wishing to apply for the posted position must follow the application process through the Human Resources Department. In review of the employee and external applicants who apply for the opening, consideration shall be given to the following criteria based upon the specific requirements of the job:

- 1) Overall performance and previous experience with preference given for length of experience and performance with Steamboat Ski & Resort Corporation; and
- 2) Demonstrated skills and qualifications.

The Ski Patrol Director shall evaluate the above criteria. In the event the above criteria apply relatively equally between two or more candidates then the Patroller with the greater seniority or the part-time Patroller with the earliest hire date, shall be awarded the job. In the event an outside applicant is more qualified, then the Company may hire the outside applicant. Patrollers, who apply for the position under the terms of this Article and are not selected, may appeal the Company's decision through the procedures set forth in Article 6 of this Agreement. A part-time Patroller who successfully applies for a full-time position shall be credited with one-half ski season for each full ski season worked as a part-time Patroller. A volunteer Patroller who successfully applies for a full-time position shall be credited with one-third ski season for each full ski season worked as a volunteer Patroller.

## **ARTICLE XI HOURS OF WORK**

11.1 The regularly scheduled workweek for Patrollers shall consist of seven (7) consecutive 24-hour periods. The Company will endeavor to schedule Patrollers five (5) and four (4) consecutive days a week, on an alternating basis and Courtesy Patrollers four (4) days a week, but this shall not be deemed in any way to be a guarantee of work. The Company shall designate and have the right to change a Patroller's start time, the

number of hours worked in any shift and the days of work within the workweek. The Company will endeavor to continue its practice of not requiring Patrollers in the upper fifty percent (50%) of seniority in each classification set forth in the Pay Grade Appendix to work both weekend days, except when there are extenuating circumstances. Each Patroller will be scheduled to work night skiing at least seven (7) nights each ski season. Patrollers must work at least three (3) and can only substitute four (4) night skiing shifts. All substitutions must be submitted to the Patrol Director or Assistant Patrol Director at least forty-eight (48) hours before the shift for approval. The Patrol Director or Assistant Patrol Director have discretion to approve substitutions in accordance with business needs.

11.2 A Patroller will be paid at one and one-half (1-1/2) times the regular rate of pay for time worked in excess of twelve (12) hours per day and forty-eight (48) hours per week. Time paid for, but not worked, during a workweek (for example: paid jury duty, funeral leave, etc.) will not be counted as hours worked in computing weekly overtime. There shall be no scheduled overtime for the Ski Patrol Department.

11.3 The Company will provide a paid lunch period for Patrollers required to remain on duty.

11.4 Patrollers will be allowed to trade days and/or schedules, provided that

- 1) Patrollers will make any trade requests forty-eight (48) hours in advance of the traded day;
- 2) Supervisors have discretion to approve trades in accordance with business needs; and
- 3) No overtime results from the trade.

11.5 Patrollers who are required to report for night gondola evacuation and night skier searches shall be provided a minimum of one and one half (1 1/2) hours pay.

11.6 The Company will endeavor not to schedule Patrollers to work both a night shift and first tracks or set up shift the following day, unless the Patroller volunteers to work the schedule.

## **ARTICLE XII WAGES AND CLASSIFICATIONS**

12.1 The job families and corresponding hourly rates for Patrollers are attached as the Pay Grade Appendix. All Patrollers will be classified into one of the categories in the Job Family Appendix. Steamboat Ski and Resort Corporation will determine the number of patrollers employed in each category.

12.2 The performance appraisal process will be administered for all Patrollers and a pay-for-performance merit wage increase system will be used to determine individual wage increases, if any, for the ski season following the year in which the appraisal was made.

12.3 Within 30 days of a request by the Union (to be made no more frequently than once

a month), the Company will provide to the Union an update to the list of Patroller's classifications and wages.

### **ARTICLE XIII HEALTH, WELFARE AND MISCELLANEOUS BENEFITS**

13.1 The Company agrees to provide health benefits to Patrollers on the same basis that it provides health benefits to similarly classified employees of the Company. This includes any modification, additions, or deletions, which are made to those benefits during the term of this agreement. The Company will advise the Union of any changes that affect Patrollers prior to their implementation. It is understood and agreed that controversies about these plans or their administration shall not be the subject of any grievance or arbitration procedures.

13.2 Other benefits and policies shall apply to this Agreement as described in the Employee Handbook and as may be amended in the Employee Handbook for all employees, generally. This includes, but is not limited to, 401(k) retirement plan, flexible benefits plan, food discounts, discount ticket vouchers, discount coupons for other ski areas, funeral leave, jury duty, sick/emergency time off policy, etc. Should there be a conflict between the Employee Handbook and this Agreement, the Agreement shall apply.

### **ARTICLE XIV GRIEVANCE AND ARBITRATION**

14.1 If there arises any dispute between the Company and the Union or Patroller(s) with reference to the interpretation or application of, or compliance with, any of the provisions of this Agreement, including any Exhibits, Appendices, Memorandum of Agreement, or Letter of Understanding or other attachments, such dispute shall be settled in the following manner. All grievances, responses and appeals must be delivered either by hand or via email, and upon receipt by the Company of a written grievance all parties shall promptly exchange email addresses for this purpose, and provide prompt notice of any changes thereto.

14.2 Failure at any step of this procedure by the Company to respond within the time limits set forth in this agreement shall allow the grievant(s) to proceed to the next step of the procedure. Failure of the grievant(s) to appeal within the time limits set forth in this agreement shall be deemed their acceptance of the response of the Company rendered following the conclusion of the applicable step. Each of the Company, the grievant(s) and the Union agree to act in good faith to process grievances in an expeditious and timely manner. Therefore, time limits may only be extended by mutual agreement.

14.3 Step 1. A grievance must be presented in writing by the grievant or the Union Representative to the Patroller's immediate supervisor, or the Patrol Director, within thirty (30) calendar days after the first to occur of (i) the action of the Company giving rise to the grievance, (ii) the date upon which the grievant (or any of them if more than one grievant) or the Union knew, or reasonably should have known, of the action giving rise to the grievance, or (iii) the date the grievant was presented with documentation of

such action. A Union Representative may submit the complaint to the Patrol Director. A Step 1 meeting, the time and place of which to be mutually agreed upon by the grievant, Union and Company shall be held within ten (10) calendar days after receipt of the written grievance. The Company will provide its response in writing to the Union Representative and grievant within five (5) calendar days of the conclusion of the Step 1 meeting.

14.4 Step 2. If the grievance is not resolved in Step 1, a formal written grievance stating in reasonable detail the facts upon which the grievance is based, including, but not limited to, the action taken by the Company, the date of the action, and the aggrieved employee(s), the specific Article(s) and section(s) of this Agreement alleged to have been violated, and the remedy sought must be provided by the Union or the grievant to the Vice President of Human Resources or the Vice President of Mountain Operations, within ten (10) calendar days of their receipt of the Company response to Step 1. The Vice President of Human Resources or Vice President of Mountain Operations shall hold a Step 2 meeting, the time and place to be mutually agreed by the grievant, the Union Representative and the Vice President of Mountain Operations or the Vice President of Human Resources within ten (10) calendar days after receipt by the Vice President of Human Resources or Vice President of Mountain Operations of the formal grievance and attempt to resolve the grievance. The Vice President of Human Resources shall provide the Company's response in writing to the grievant and the Union Representative within five (5) calendar days after the conclusion of the Step 2 meeting.

14.5 Step 3. If the grievance cannot be satisfactorily resolved under Step 2 above, the Union may request arbitration within five (5) calendar days after receipt of the Step 2 response of the Company by delivering a written notice to the Vice President of Human Resources or the Vice President of Mountain Operations of the intent to arbitrate the dispute. The Union will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The selection of an arbitrator shall be accomplished within five (5) working days of receipt by the Company of the list. The parties shall alternately strike names, until only one (1) name remains who shall be the arbitrator. The party striking first will be decided with the flip of a coin. The arbitrator shall have no authority to alter in any way the terms and conditions of this Agreement and shall confine their decision to a determination of the facts and application of this Agreement. The arbitrator shall set out a brief analysis of evidence and explanation for their award. The arbitrator's decision will be final and binding upon both parties. If the decision requires clarification, the Union or Company may request such clarification from the arbitrator. The arbitrator may hear only one grievance at a time unless the parties agree to an exception. The arbitrator will issue their decision within thirty (30) calendar days after the close of the hearing, or if briefs are filed, within thirty (30) calendar days of receipt of the briefs. The arbitrator shall conduct the hearing in accordance with the Labor Arbitration rules of the Federal Mediation and Conciliation Service. The fees and expenses of the arbitrator shall be shared equally by the Union and the Company. The Union and the Company shall bear the costs and expenses of their own representatives and witnesses.

**ARTICLE XV  
PERSONNEL FILES**

15.1 Personnel records are the property of the Company and are confidential. Only the Company's President, Vice Presidents, authorized Human Resources personnel and outside legal counsel may access the files. Managers and supervisors may review the information contained in personnel files only in "need-to-know" situations as determined by the Company.

15.2 Current Patrollers may review their personnel file by scheduling an appointment during regular business hours with a member of the Human Resources staff. Patrollers may view their personnel file in the presence of a Human Resources staff member. A Union representative may accompany the Patroller with the Patroller's permission. During such a review, documents may not be removed or altered. Upon request, a Patroller is entitled to receive a copy of their personnel file annually.

15.3 If a Patroller disagrees with any information contained in their file, the Patroller may direct a written request for a change in, or removal of, that information to the Vice President of Human Resources. Any changes to the personnel files will be made at the discretion of the Company.

**ARTICLE XVI  
TRAINING, EDUCATION AND EXPENSES**

16.1 The Company will seek team leader input in choosing Patrollers for participation in training and education opportunities but reserves the right to make the final decisions as to what training will be provided and who will be trained. Orientation training will include OEC and CPR Refresher, as well as Lift Evacuation training and General Patrol training. All Patrollers must attend pre-season training and orientation or they will be deemed not eligible for rehire. Exceptions will not be granted except for serious health or family emergency reasons in the sole discretion of the Patrol Director. If a Patroller fails to attend the OEC/CPR refresher training provided, they will be responsible to obtain such training and pay for the tuition. Patrollers will be paid according to their normal pay schedule for approved training. If OEC/CPR training is not provided by the Company, it shall pay reasonable costs for Patrollers to obtain such training. The Ski Patrol Director, in conjunction with OEC instructors, has sole discretion to recognize EMT certification as qualification for OEC certification. Patrollers will be paid according to their normal pay schedule for all approved training, education and exchange programs.

16.2 The Company will provide an appropriate level of annual training either in house or by attending courses in the areas of snow science, lift evacuation, technical rescue or any other area deemed necessary or appropriate, based upon the respective levels of such training needed to safely operate the Steamboat resort. The adequacy of that training level will be determined collaboratively between Team Leaders and Patrol Supervisors with the VP of Mountain Operations being the final word on all necessary and approved training.

16.3 The Company will endeavor to continue the current Ski Patrol exchange program,

subject to business needs of the resort, up to but no more than five two-day exchanges, one five-day exchange and one (one-person) foreign exchange. To participate, a Patroller must have at least three seasons of seniority. Participating Patrollers will be excluded from the terms of this collective bargaining agreement for the duration of their exchange assignment, but they shall continue to accrue seniority and years of Company service. In the event that the Company sees a need to make changes to the exchange program, the Company will notify the Union and discuss the need for such changes. Patrollers will not be eligible to re-participate in a foreign exchange until five years after their last exchange. Patrollers on domestic exchanges will be paid for hours worked according to their normal pay schedule but shall not receive reimbursement or pay for expenses. Patrollers must report on and share best practices and other useful information learned during their exchange with the Patrol Director.

16.4 The Company shall reimburse Patrollers for authorized and reasonable out-of-pocket expenses incurred during approved training and while conducting Company business in accordance with the Company's travel expense policy. All expenses must be authorized by the Ski Patrol Director. A Patroller will not be reimbursed if the expenses are not consistent with IRS regulations or exceed the appropriate level of expenditures for the Company business at hand.

#### **ARTICLE XVII UNIFORM POLICY**

The Company agrees to continue providing uniforms and cleaning of uniforms for Patrollers. Any changes made to uniforms will be made at the sole discretion of the Company. If a Patroller wants alterations made to their uniform, the Patroller must first obtain approval from the Ski Patrol Director. If prior approval is not obtained, the Patroller will be entirely responsible for the cost of alterations or restorations.

#### **ARTICLE XVIII EQUIPMENT AND SUPPLIES**

The Company will continue its current policy of furnishing the safety, emergency and ski tuning equipment and supplies necessary for the Patrollers to perform their duties. The Company will continue to provide Patrollers with coffee, tea, hot chocolate and basic cooking and cleaning supplies. The Company reserves the right to discontinue furnishing items if they are abused or stolen.

#### **ARTICLE XIX EQUIPMENT ALLOWANCE**

The Company will reimburse Patrollers for equipment in accordance with this section. Each full time Patroller will be reimbursed up to \$650.00 for purchase of equipment upon the Patroller's submission of equipment receipts. Each Courtesy Patroller will be reimbursed up to \$540.00 for purchase of equipment upon the Patroller's submission of equipment receipts. Each Part Time Patroller will be reimbursed up to \$330.00 for purchase of equipment upon the Patroller's submission of equipment receipts. Receipts for equipment purchases must be submitted to the Patroller's supervisor no later than the first day of the months of December, January, February and March. Each request

for reimbursement must be greater than \$100.00 but cannot exceed the overall cap for the Patroller's classification. In the event a Patroller is absent more than thirty (30) calendar days for any reason other than a work-related injury, the Equipment Allowance will be pro-rated. "Equipment receipts" shall consist of receipts for equipment purchased by and for the Patroller for skis, boots, bindings, poles, a helmet, or other ski/job related equipment. Such receipts must be dated after March 1st of the prior season and submitted on the dates set forth above. Falsification of equipment receipts, or providing or selling reimbursed equipment to a third party prior to at least one full season of use for Ski Patrol shall be grounds for termination.

**ARTICLE XX**  
**LEAVES OF ABSENCE AND BREAK-IN-SERVICE**

20.1 Other than provided under the provisions of the FMLA, the Company has sole discretion to grant or deny personal leaves of absence.

20.2 All personal leaves of absence (i.e. absences without vacation time and lasting for more than two weeks' duration) must be applied for in writing and approved in advance. All personal leaves of absence must be under twelve (12) calendar months, or in accordance with state and federal law.

20.3 To request a leave of absence, a Patroller must abide by the following process, unless prohibited by state or federal law.

- 1) Any leave of absence must be requested in writing and approved in advance.
- 2) Written requests are submitted for consideration to the Ski Patrol Director.

20.4 If the leave of absence is granted, then the following limitations will be applied.

- 1) A Patroller will not be paid for unused sick time benefits.
- 2) A Patroller will not accrue seniority or benefits for the duration of the leave of absence.
- 3) All free skiing privileges will be suspended for the duration of the leave of absence.
- 4) If the Patroller is eligible for Company health insurance benefits, the ability to continue coverage is subject to the health insurance plan document. The Patroller will bear the full cost of continuing those benefits.

20.5 The anniversary date for vacation and sick leave accruals, annual salary and performance review will be adjusted according to the length of the leave of absence and salary increases will not be given during a leave of absence.

20.6 Within thirty (30) days of the end of the leave of absence, the Patroller must notify the Company of their availability to return to work. The Company will make an effort to rehire the Patroller, but there is no guarantee of reinstatement.

20.7 If a Patroller fails to return to work at the conclusion of an approved personal leave

of absence, they will be considered to have voluntarily terminated their employment.

20.8 If a Patroller does not return for a season, the Patroller must reapply if they wish to return in any subsequent season. If a Patroller has worked at least two consecutive seasons and has a break in service of no more than one season, the Patroller, if re-hired, may return to their previous rate and seniority. The Company's policy for breaks in service will apply to the re-hire process and all other benefits.

20.9 If a Patroller does not meet these criteria, then the Patroller returns at the appropriate rate within the job classification and pay grade based upon past experience and performance. The Patroller returns as if they were a first season Patroller for benefits.

20.10 Military leaves of absence will be administered in accordance with federal law.

### **ARTICLE XXI UNION DUES AND CHECK-OFF**

The parties agree that membership in the union and authorization of dues deduction is completely voluntary and that neither the Union nor the Company will discriminate on the basis of union membership or non-membership. At the outset of each ski season, the Union will provide executed payroll deduction authorization forms to the Company. Upon receipt of a payroll deduction authorization form properly executed by a Patroller covered by this agreement, the Company will deduct the amount of Union dues each pay period from such Patroller's wages, as specified by the Union. The Company will remit the amounts deducted each month within thirty days after the payroll date to the appropriate Union agent designated by the Union. Any employee who wishes to revoke their authorization for dues deduction may do so after sixty (60) days' notice to the Company to discontinue such deductions. The Company assumes no responsibility, either to the employee or the Union for any failure to make or for any errors in making such deductions but will make such efforts as the Company deems appropriate in correcting any such errors or omissions. The Union accepts full responsibility for the authenticity of each and every authorization and assignment submitted to the Company and the Union shall indemnify and hold Company harmless from any claims arising out of action taken by the Company for the purpose of complying with any provisions of this Article.

### **ARTICLE XXII COMPLETE AGREEMENT - SAVINGS CLAUSE**

22.1 The Company and the Union agree that the Agreement as written, plus attachments, constitutes the entire agreement between the Company and the Union. Both the Company and the Union acknowledge that they have had the opportunity to discuss all matters subject to bargaining under the National Labor Relations Act, as amended, and that all proposals made by either party have been the subject of bargaining between the parties.

22.2 In the event that any provision of this Agreement shall at any time be declared invalid or unenforceable by reason of any existing or subsequently enacted legislation or by any court or administrative agency of competent jurisdiction, such invalidation

shall not invalidate the entire Agreement, it being the express intention of the parties that all provisions remain in full force and effect. If any provision is declared to be in conflict with the law, the parties agree to meet, within a reasonable period of time, to negotiate a substitute provision.

**ARTICLE XXIII**  
**NO STRIKE - NO LOCKOUT**

During the life of this Agreement there shall be no lockouts by the Company and the Union, its officers, agents, representatives, stewards and members and all other Patrollers, shall not, in any way, directly or indirectly, instigate, lead, engage in, authorize, cause, assist, encourage or condone any strike, sympathy strike, picketing, boycotting, stoppage of work, slowdown, anti-company publicity or other economic action of whatsoever nature against the company. The failure or refusal on the part of any Patroller to comply with the provisions of this section of the Agreement shall be cause for immediate discipline, including discharge and such discipline shall not be subject to the grievance and arbitration provisions set forth in Article 14.6.

**ARTICLE XXIV**  
**DURATION**

This agreement shall be effective from ratification and shall remain in full force and effect until September 1, 2020, and absent notice of termination or desired changes provided below, shall renew itself from year to year thereafter. If either party elects to open or terminate this agreement, such party shall, on a date not less than sixty (60) days nor more than ninety (90) days prior to the expiration date of this Agreement, give written notice to the other party of intention to terminate, and, by such action, this Agreement shall, for all purposes, terminate as of the expiration date of this Agreement. The parties agree to commence negotiations within thirty (30) days of receipt of the above-described notice to terminate or make changes.

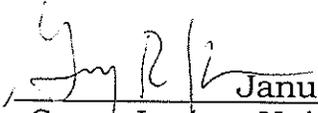
If at any time during the term of this Agreement the Company experiences economic hardship as a result of circumstances beyond its control (e.g., decline in business volume, general economic conditions, poor snow conditions, or acts of God), the Company may open this Agreement with seven (7) days' notice to the Union to renegotiate economic terms. The provisions of Article 23 shall remain in effect with respect to any negotiation during the life of this agreement

In WITNESS WHEREOF, the parties have caused this Agreement to be executed

This 8<sup>th</sup> day of January, 2020.

**Communications Workers of America**

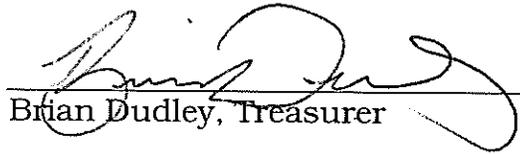
**Steamboat Ski & Resort Corporation**

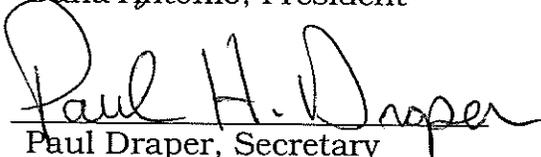
  
January 7, 2020  
Garry Jordan, Union Rep

  
Rob Perlman, President

**Steamboat Professional Ski Patrol Association**

  
Dana Antonio, President

  
Brian Dudley, Treasurer

  
Paul Draper, Secretary

STEAMBOAT SKI & RESORT CORPORATION

**Pay Grade Appendix**

**Ranges effective November 2019**

Effective November 1, 2019 Patrollers will receive an average increase of 6.33% subject to the following caps. Based on these caps, some Patrollers may receive more than a 7% increase, some Patrollers may receive less than a 6.33% increase, and some Patrollers may not receive an increase.

Pay Grade	Classification	Min	Mid	Max
N07	Team Leader	\$17.50	\$21.00	\$25.00
N06	Ski Patroller Level III	\$16.00	\$19.25	\$22.50
N04	Ski Patroller Level II	\$14.25	\$16.25	\$18.25
N03	Ski Patroller Level I	\$13.25	\$14.75	\$16.25
N02	Basic Patroller	\$12.25	\$13.25	\$14.25
N02	Courtesy Patroller	\$12.25	\$13.25	\$14.25

Courtesy Patroller Start Rate: \$12.75

Basic Patroller Start Rate: \$13.25

Upon completion of the Rookie Checklist, the rate of Basic Patrollers and Courtesy Patrollers will be increased an additional \$.25.

A Basic Patroller may be reclassified to an appropriate level and wage commensurate with seniority, previous experience, current rate of pay and demonstrated skills and knowledge.

The Company's policy on promotions and demotions will be used as a guideline in determining increases or decreases, respectively, for employees who are promoted or demoted from one Pay Grade to another, i.e., there will be a 10% increase when moving from Basic to Level One; a 10% increase when moving from Level One to Level Two; and a 15% increase when moving from a Level Two to Level Three. All promotion increases will be subject to the cap of the corresponding job.

Management will not unreasonably withhold approval for Basic Patrollers to engage in special team training within their first year in order to qualify for Level I patrol classification.

Avalanche Route Leaders and Technical Rescue Specialists will receive an additional \$.50 per hour upon his or her designation as such by the Ski Patrol Director or his designee. The \$.50 increase will not be subject to caps from the maximum rate of the patrollers' pay range.

Team leaders will receive \$1.00 per hour upon his or her designation as such by the Ski Patrol Director or his designee. The \$1.00 increase will be subject to caps from the maximum rate of the patrollers' pay range.

Patrollers will receive an additional \$1.00 per hour upon verification that the Patroller is a licensed/certified paramedic, provided the Patroller maintains such license/certification. The \$1.00 increase will not be subject to caps from their maximum rate.

Wages

All patrollers returning to the 2019-2020 season will receive an increase based on their prior

season's performance evaluation rating, subject to caps from the maximum rate of the patrollers' pay range.