



COLLECTIVE AGREEMENT

between

**MARBLE MOUNTAIN DEVELOPMENT
CORPORATION**

and

**NEWFOUNDLAND AND LABRADOR ASSOCIATION
OF PUBLIC AND PRIVATE EMPLOYEES**

(Expires September 30, 2026)

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ARTICLE 1 **PURPOSE OF AGREEMENT**

- 1:01 The purpose of this Agreement is to promote and maintain harmonious and mutually beneficial relationship between the Employer, the employees, and the Union to set forth certain terms and conditions of employment relating to remuneration, hours of work, safety, employee benefits and general working conditions affecting employees covered by this Agreement.
- 1:02 In the event that there is a conflict between the context of this Agreement and any regulation or policy made by the Employer, this Agreement shall take precedence over said regulation or policy.
- 1:03 For the purpose of this Agreement, the masculine shall be deemed to include the feminine, and the plural indicates the singular and vice versa, as the context may require.

ARTICLE 2 **UNION RECOGNITION**

- 2:01 (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for all classes of employees listed in Schedule "A".
- (b) Management and excluded personnel shall not work on any jobs which are included in the bargaining unit except for the purpose of instruction, experimenting, reviewing an employee's work performance, in the case of emergencies or when bargaining unit employees are not available. (MOU refers).
- 2:02 (a) When new classifications are developed, the Employer will immediately notify the Union, in writing, as to whether such classifications should be included or excluded from the bargaining unit and provide reasons for exclusion.
- (b) Should the parties not agree on the exclusion of any specific classification, the matter will be immediately referred to the Labour Relations Board for adjudication.

ARTICLE 3 **MANAGEMENT RIGHTS**

3:01 Right to Manage

The Union recognizes the undisputed right of the Employer to operate and manage its operations in all respects in accordance with its commitments and responsibilities, and to make and alter, from time to

time, rules and regulations to be observed by employees. Such rules and regulations shall not be inconsistent with the provisions of this Agreement.

3:02

Hiring and Discipline

- (a) Subject to this agreement the Employer shall have the right to select which persons shall become new employees, and shall have the right to discipline, demote and discharge employees for just and sufficient cause.
- (b) Personal Files
 - (i) There shall be one official personal file, the location of which shall be designated by the Employer. An employee shall at any reasonable time, be allowed to inspect the employee personal file and may be accompanied by a representative of the Union if the employee desires.
 - (ii) A copy of any document placed on an employee's official personal file which might at any time be the basis of disciplinary action shall be supplied concurrently to the employee who shall acknowledge having received such document by signing the file copy.
 - (iii) Any such document shall be removed and disregarded after the expiration of twelve (12) months from the date it was placed in the employee's file provided there has not been a recurrence of a similar incident during that period. The employee shall be responsible to see that such document is removed.

3:03

Continued Operation

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

3:04

Selection of Supervisors

The selection of supervisory personnel shall be in accordance with article 7:02. In the event of a job opening for a new Supervisor, the

Union shall be advised and interested parties invited to apply.

ARTICLE 4 **DEFINITIONS**

4:01

- (a) "Bargaining Unit" means the bargaining unit recognized in the Certification Order, and additions or deletions as mutually agreed and included in the Collective Agreement.
- (b) "Bargaining Unit Work" means work normally being performed by the bargaining unit employees and related to the day-to-day operations.
- (c) "Classification" means the identification of a position by reference to a class title and rate of pay.
- (d) "Day" means a working day unless otherwise stipulated in this Agreement.
- (e) "Demotion" means an action, other than a reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a classification giving a lower pay rate.
- (f) "Employee or employees" where used, is a collective term, except as otherwise provided herein, including all persons employed in the categories of employment contained in the bargaining unit. For greater certainty, the terms "Employee" or "Employees" when used in this Agreement do not include casual employees.
- (g) "Employer" means Marble Mountain Development Corporation.
- (h) "Grievance" means a dispute arising out of an interpretation, application, administration, or alleged violation of the terms of this Agreement.
- * (i) "Immediate family" means partner and dependent aged twenty-one (21) years and younger, residing in the same household.
- (j) "Lay-off" means the period of time when an employee is absent from work without pay as a result of a lack of work.
- (k) "Leave of Absence" means absence from duty with the permission of the Employer.
- (l) "Overtime" means work performed by an employee in excess of their scheduled work week.

- (m) "Probationary Employee" means a person who has worked less than the prescribed probationary period.
- (n) "Promotion" means an action, other than reclassification resulting from the correction of a classification error, which causes the movement of an employee from their existing classification to a classification giving a higher pay rate.
- (o) "Schedule" means a document in writing and posted in a place accessible to all employees.
- (p) "Service" means any period of employment either before or after the date of signing of this Agreement in respect of which an employee is in receipt of salary or wages from the Employer and includes periods of special leave without pay.
- (q) "Temporary Employee" means a person who is employed for a specific period or for the purpose of performing certain specified work or to replace full-time, part-time, and other temporary employees for periods of long or short duration. Temporary employees may be laid off at the end of such period or on completion of such work.
- (r) "Transfer" means the movement of an employee from one position to another which does not result in a promotion or demotion.
- (s) "Union" means the Newfoundland and Labrador Association of Public and Private Employees with headquarters in St. John's, Newfoundland.
- (t) "Vacancy" shall mean an opening in any bargaining unit position that the Employer requires to be filled that is expected to be of four (4) weeks duration or longer and in respect of which there is no employee eligible for recall.
- (u) "Week" means a period of seven (7) consecutive days beginning at 0001 hours Sunday morning and ending at 2400 hours on the following Saturday night.
- (v) "Year" means a calendar year.

ARTICLE 5 NO DISCRIMINATION

- 5:01 (a) The Employer agrees that there shall be no intimidation or discrimination against any employee by reason of the legitimate activities of that employee as a member, Shop Steward, or Officer

of the Union.

- (b) The Employer agrees that neither it, nor any of its officers or employees shall intimidate or discriminate against any employee for any reason. Nothing in this Article shall be construed as restricting the ability of the Employer to impose discipline upon an employee in an appropriate manner.
- (c) The Union agrees that neither it, nor any of its officers or members shall intimidate or discriminate against any officer of the Employer or any other employee for any reason.
- (d) Discrimination means the subordination of groups or individuals, resulting from distinction, preference, restriction, or exclusion that is based on improper grounds and may involve unequal treatment or may result from the differential impact of a neutral policy or practice.

ARTICLE 6 **CHECK-OFF OF UNION DUES**

6:01 Check Off Payments

The Employer shall deduct from every employee coming within the bargaining unit, the monthly dues of the Union.

6:02 Deductions

Deductions shall be forwarded to the President of the Union not later than the fifteenth (15th) day of the month. The Employer will forward to the Union with the first dues deduction cheque following signing of the Agreement, a list which shows each employee's full name, classification title or number and social insurance number. Each month thereafter a list showing additions and deletions will be forwarded with the due's deduction cheque.

6:03 T4 Slips

The Employer agrees that when issuing T4 slips, the amount of membership dues paid by the employee to the Union during the previous taxation year will be recorded on the employees T4 statement.

6:04 Deductions to be Made

The Union shall inform the Employer of the monthly dues to be deducted.

ARTICLE 7

POSTINGS AND VACANCIES

7:01

Job Postings

- (a) When a vacancy occurs or a new position is created inside or outside the bargaining unit and the vacancy or position is of a permanent nature, the Employer shall post a notice of the position in accessible places on the Employer's premises for a period of not less than five (5) calendar days. Copies of all postings are to be supplied concurrently to the Local President.
- (b) For vacancies or new positions inside or outside the bargaining unit such notices shall contain the following information: title of position, qualifications, required knowledge and education, skills, wage or salary rate or range and whether shift work could be involved. Such qualifications may not be established in an arbitrary or discriminatory manner. For posted positions outside the bargaining unit, no salary information is required.

7:02

When a vacancy occurs in an established position within the bargaining unit, or when a new position is created within the bargaining unit, employees who apply for the position or promotion or transfer shall be given preference on the basis of qualifications and seniority. Where two or more employees are considered by the Employer to be relatively equally qualified, seniority shall prevail.

7:03

Right to Apply

Any employee shall have the right to apply for any job posting in any department. An employee who is appointed to fill a vacancy shall have the right to decline the appointment prior to starting work in the new job and in the qualifying period, as set out in Article 13:06, without loss of seniority or recall rights.

7:04

Temporary Placement

The Employer may, during the period prior to the appointment of the successful applicant to a vacant position, transfer an existing employee who is willing to be transferred and is able to do the job to fill the vacant position temporarily. In the event that no existing employee is both willing to be transferred, and able to do the job, any other person may be appointed to fill the vacant position temporarily, subject to Article 12. The Employer shall make every reasonable effort to ensure that the successful applicant for a vacant position be appointed and commence employment at the earliest opportunity.

7:05

The name(s) of the successful applicant(s) to all job postings shall be sent to the Union Local President within seven (7) days of the

appointment.

ARTICLE 8 **GRIEVANCE AND ARBITRATION PROCEDURE**

8:01 Definition of Grievance

A grievance shall be defined as a dispute arising out of the interpretation, application or alleged violation of the Collective Agreement.

8:02 Prompt Procedure

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Steward to assist any employee in preparing and presenting their grievance in accordance with the Grievance Procedure.

8:03 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1:

An employee who alleges that they have a grievance must first present the matter to their immediate out of scope supervisor in writing, through their shop steward, within five (5) working days. The supervisor shall within a further five (5) working days meet with the shop steward and the grievor and an earnest effort shall be made by all parties to settle the grievance at this stage.

Step 2:

Failing settlement being reached in Step 1, the employee may, within a further five (5) working days, refer the grievance to the Chief Operating Officer or their designate, who shall render a decision within five (5) days.

Step 3:

Either party may refer the dispute to arbitration within fifteen (15) calendar days of the Chief Operating Officer's decision in Step 1.

Saturday and Sunday will not be counted in determining the time in whether action has been taken or completed under the grievance procedure.

8:04 Time Limits

Notwithstanding any other provisions of this Article, time limits fixed by this Article shall be considered mandatory. Failure to meet same by the Union shall be fatal to the grievance. If the Employer fails to meet the time limits so fixed by this Article, then the grievance shall be deemed to be upheld and the redress sought implemented.

8:05 Policy Grievance

Where a dispute arises involving a question of general application or interpretation of this Agreement, the Union may initiate a grievance and shall commence at Step 2.

8:06 Discharge and Suspension

Grievances involving an employee's discharge or suspension may be submitted at Step 2.

8:07 Technical Objections to Grievances

No grievance shall be defeated or denied by a technical objection occasioned by a clerical, typographical or similar technical error or by the inadvertent omission of a Step in the Grievance Procedure.

ARTICLE 9 **ARBITRATION**

9:01 Notification of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be in writing. The request shall include a suggested name to act as sole Arbitrator in the dispute. In matters of discipline, the Union shall have the option of an Arbitration Board.

9:02 Failure to Agree

If the parties fail to agree on an acceptable Arbitrator, the Minister of Environment and Labour shall appoint an Arbitrator upon the request of either party.

9:03 Arbitration

The Arbitrator shall determine the employee's own procedure but shall give full opportunity to all parties to present evidence and make representations. In the employees attempts at justice, the Arbitrator shall, as much as possible, follow a layman's procedure and shall avoid legalistic or formal procedures. They shall hear and determine the difference or allegation and render a decision within ten (10) days from

the time of appointment. The parties may, by mutual agreement us a Mediation/Arbitration process.

9:04 Decision of the Arbitrator

The decision of the Arbitrator shall be final, binding, and enforceable on all parties and may not be changed. The Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provision. However, the Arbitrator shall have the power to dispose of a grievance by any arrangement which they deem just and equitable.

9:05 Expenses of the Arbitrator/Arbitration Board

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator. Where an Arbitration Board is selected, each party will pay the fees and expenses of its own nominee and one-half (½) of the fees and expenses of the Chair.

9:06 Amending of Time Limits

The time limits fixed in the Arbitration Process may be extended by mutual agreement between the parties.

ARTICLE 10 **EMPLOYEE CATEGORIES**

10:01 (a) Full Time

Full-time employees are employees who are regularly scheduled to work five (5) or more days per week.

(b) Part Time

Part-time employees are employees who are scheduled to work less than five (5) days per week.

(c) Full Time Ski and Snowboard Instructor

Full-time Ski and Snowboard Instructor are employees who are scheduled to be available five (5) or more days per week.

(d) Part Time Ski and Snowboard Instructor

Part-time Ski and Snowboard Instructors are employees who are scheduled to be available less than five (5) days per week.

(e) Temporary Employee

Temporary Employee means a person who is employed for a specific period for the purpose of performing specified work or to replace full-time and part-time employees for periods of short and long duration. Temporary Employees may be laid off at the end of such period or on the completion of such work.

(f) Casual Employee

Casual employee means a person who enters the workforce on an ad hoc basis for special events to augment the workforce. Casual employees are not covered by this agreement. Casual employees shall not in any way reduce the hours of work or benefits in the categories of employment within the bargaining unit.

Casual Ski and Snowboard Instructors are not covered by this agreement. Casual Ski and Snowboard Instructors may work up to ten (10) hours per week. Casual Ski and Snowboard Instructors will not be employed in a manner to reduce the working hours of other Ski and Snowboard Instructors.

10:02

Regularly Assigned Shift Defined

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

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

ARTICLE 11 **SENIORITY**

11:01

Seniority Defined

The initial seniority list was established taking into consideration the employees original date of hire. The seniority list as posted in January 2001 is deemed to be the applicable seniority list. Since 2001, seniority is determined by actual service.

11:02

Application of Seniority

Seniority shall apply to all employees of the Employer as that term is

defined in this Agreement.

11:03 * Seniority List

- (a) Effective date of signing, the Employer shall maintain a seniority list inclusive of all hours worked by employees. Hours worked under the previous skiing season and summer seniority lists shall be combined in a new seniority list.
- (b) Copies will be sent to the Local President. The list shall be considered as correct unless an objection is received within thirty (30) days of posting. The Employer will post the up-to-date seniority list on May 1 and November 1 of each calendar year.
- (c) Effective date of signing, long term full-time employees with greater than five (5) years of service accumulated on the seniority list noted in (a) above, effective date of signing, and who have accumulated at least four thousand (4000) hours on the seniority list noted in (a) above effective date of signing, will be assigned a seniority number corresponding to the number of hours of seniority, commencing with number one (1) for the employee with the greatest number of seniority hours effective date of signing.
- (d) Employees will be recalled on the basis of assigned numbers, commencing with number one (1), prior to recall on the basis of the seniority list noted in (a) above.

11:04 Loss of Seniority

An employee shall lose seniority in the event that:

- (a) they're discharged for just cause and is not re-instated by an Arbitrator or under the Grievance Procedure;
- (b) the employee resigns in writing and does not withdraw the letter of resignation within five (5) calendar days of its submission
- (c) they're absent from work in excess of four (4) working days without the approval of the Manager or without sufficient cause;
- (d) they fail to return to work following lay off within five (5) working days after being notified in writing to do so.
- (e) they're laid off or on leave without pay for a period longer than twenty-four (24) months.

11:05 Seniority from Most Recent Hiring

Upon a former employee, as per Article 11:04, being hired, seniority shall accrue from the date of the most recent hiring and no credit shall be given from any previous employment with the Employer.

11:06 An employee absent from work because of sickness, accident or other authorized leave of absence shall, on return to work, be reinstated in the job classification held by that employee at the commencement of the authorized leave of absence, sickness or accident or be reinstated in a similar position at the rate of pay of that position or at the rate of pay for the job classification occupied at the commencement of the absence, whichever rate is higher.

11:07 * Departments shall be:

Ski Patrol
Ski School
Inside Operations
Hill Operations

Seniority lists for Ski Patrol, Ski School and Hill Operations shall remain the same as the previous seniority list, with hours as modified by Article 11:03. All other departmental seniority lists will be combined into the Inside Operations seniority list, with hours as modified by Article 11:03.

11:09 Each employee shall be able to exercise seniority rights with respect to lay-off and recall based upon the employee's standing in the appropriate seniority list of the department in which the employee's seniority is recorded.

11:10 Where employees work shifts the employer shall, where possible, rotate shifts on a fair and equal basis.

11:11 * Seniority rights as they pertain to Article 12, shall be exercised on the appropriate list.

11:12 An employee whose employment is interrupted due to mechanical breakdowns or other disruptions for longer than one day will have the option, subject to seniority, qualifications and ability be assigned elsewhere in the department and shall retain their regular rate of pay for a maximum of three (3) weeks.

ARTICLE 12 **LAY-OFF AND RECALL**

* An employee, who applies for and accepts a position in a new department as per Clause 11:07, can only maintain seniority from the department they're transferring to. If the employee has no existing seniority in the new department, they start at the bottom of the seniority

list in the new department.

12:01 Application of Seniority

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

12:02 Definition of Recall

Any employee having completed the probationary period shall exercise the rights of recall in compliance with Article 12, Clauses 12:08 and 12:10.

12:03 Lay-Off of Employees

- (a) All employees shall be given a ten (10) days notice of lay-off.
- (b) No temporary, part-time, or full-time employee shall be laid off from any job classification while any casual employee is working in such classification. Once any casual employees have been laid off, the first employees in a job classification to be laid off shall be temporary employees, then part-time employees, then full-time employees.
- * (c) Notwithstanding (a), the Employer shall endeavour to notify employees of the anticipated temporary closing dates of seasonal operations, where applicable, as follows:
 - (1) on or before March 1 for winter season operations;
 - (2) on or before October 1 for spring, summer, and fall operations.

Temporary closing dates may be altered due to circumstances beyond the Employers control, or for unanticipated operational requirements. Once the anticipated date of lay-offs is given, no further notice is required unless operations are extended, in which case forty right (48) hours' notice is required.

12:04 * Application of Seniority on Lay-Off

Employees will be laid off in reverse order of departmental seniority.

12:05 Communications with Employees on Lay-Off

The Employer agrees to advise the employee of their recall rights in writing, if requested, at the time of lay-off.

12:06 *

Notice of Recall

- (a) Full-time and part-time employees shall be notified by March 15 and September 15 of each year of anticipated operating plans for the following six (6) months. Full-time and part-time employees will have ten (10) calendar days following March 15 and September 15 respectively to advise the Employer of their ability to work, if work is available in their department and within their classification, during the next six (6) months.
- (b) Full-time and part-time employees shall be given a minimum of five (5) days notice to report to work. The failure of an employee to report for work after having received five (5) calendar days notice to report to work will result in forfeiture of all seniority rights held by the employee, unless:
 - (i) The full-time or part-time employee has notified the Employer in accordance with (a) above that they are not available to work during the next six (6) months; and
 - (ii) The full-time or part-time employee has at least 5 years service.
- (c) The Employer reserves the right to appoint any person to that position during the period of notice referenced in (b) and prior to the return to work of the full-time or part-time employee.
- (d) The period within which the employee is required to report to work may be extended by seven (7) calendar days from the date the employee received notice to return to work if that employee is able to demonstrate, on reasonable grounds, an inability to report to work earlier.
- (e) The periods of notice in this Clause shall start on the day after the day that the notice to report to work was given. Notice shall be by regular mail, telephone, text, or email.
- (f) It is the employee's responsibility to inform the Employer of any change in contact information.

12:07 *

Application of Seniority on Recall

Prior to the schedule being posted, employees may be recalled in order of seniority to classifications other than their regular classification,

subject to being deemed qualified. In no case will an employee be promoted as a result of the application of seniority on recall, nor will the application of seniority result in an employee being recalled to a different job classification to that occupied by the employee at the start of the lay-off unless the employee possesses qualifications to perform the duties of the job to which they're to be recalled. Employees will be recalled to the hours worked prior to layoff based on seniority within the department and the availability of hours.

12:08 * Temporary Employees

Temporary employees shall be recalled in order of seniority, provided they are qualified to perform the work required.

ARTICLE 13 **PROMOTIONS, TRANSFERS, DEMOTIONS AND TRAINING**

13:01 Seniority Recognized

When a vacancy occurs in an established position within the bargaining unit, seniority and qualification shall each receive equal consideration as factors in determining which employees shall be promoted, transferred, or demoted. The Employer shall set out the qualifications for each job posting.

13:02 Qualifications Determined

The Employer shall make a determination as to the qualifications and ability of an employee in a fair and equitable manner and any such determination shall be subject to the grievance procedure.

13:03 Right to Transfer

The Employer shall have the right to transfer any employee to fill a vacancy from one job classification to another subject to Article 13:04 commensurate with the qualifications and seniority of such employee to do the job to which the employee is transferred. It is understood that the most senior employees considered for transfer will have the right to refuse a transfer.

13:04 Pay Rate on Transfer

- (a) An employee who is transferred at the direction of the Employer to a new job classification shall receive the standard hourly rate of pay of the job to which that employee was transferred, or the standard hourly rate of pay of the job from which that employee was transferred, whichever is higher.

- (b) When a job becomes subject to lay-off, an employee may be offered a transfer to alternate work in lieu of lay-off and for the period of transfer the employee shall be paid the regular rate for that job to which the employee has been transferred.
- (c) The above shall not apply when employees voluntarily accept shifts in other departments. Past practice respecting employees being offered shifts in other departments will continue.
- (d) A list will be posted from January 1 to January 20 for employees who wish to sign up to work extra shifts in other departments. If extra employees are required, they will be offered work according to their overall seniority. If an employee refuses the extra work twice, then their names will be removed from the list.

13:05

Training

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

13:06

Qualifying Period

- (a) Any employee promoted or transferred to a new job classification shall be considered a qualifying employee in that new job classification for a period of sixty (60) working days. In the event that the employee wishes to return to the former job classification, or the employee proves, in the opinion of the Employer, unsatisfactory in the new job classification, within the qualifying period, the employee shall return to the former job classification without loss of any seniority. In the event the employee is laid off or their employment is interrupted, the qualifying period will continue when the employee resumes their duties until they have completed the sixty (60) working days.
- (b) Any employee promoted or transferred from the bargaining unit to a management or supervisory position outside the bargaining unit may return to the employee's former job classification without

loss of seniority. After thirty-one (31) days from date of such promotion or transfer, the employee shall forfeit all seniority rights in the bargaining unit.

ARTICLE 14 **PROBATION**

14.01 **Probation for Newly Hired Employees**

The probationary period shall be ninety (90) workdays for all employees. The probationary period for part-time employees shall be equal in working hours to that of a full-time employee. During their probationary period, such employees shall be entitled to all benefits of this Agreement except the right to grieve termination for reasons of unsuitability. The probationary may be extended by mutual agreement between the parties.

Employees who remain in the employ of the Employer for their complete period of probation shall have seniority effective from their most recent date of hire.

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect. A new employee shall be advised of the names and location of the employee's Shop Steward. The immediate supervisor will introduce the employee(s) to the Shop Steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Shop Steward will be given the opportunity to interview each new employee within regular hours, sometime during the first ten (10) days of employment. This will be for acquainting the new employee with benefits and duties of Union membership and the employee's obligation to the Employer and the Union. New employees may receive four (4) hours of training/orientation. These four (4) hours may include time spent working one on one with a regular employee.

During the probationary period, the employee's performance will be monitored and evaluated, and the employee will be kept abreast of their progress. A written probationary performance appraisal will be completed by the employee's supervisor and discussed with the employee during the probationary period. If the employee's supervisor doesn't complete a probationary evaluation, then a probationary employee will be deemed to have satisfactorily passed the probation period and to have become a regular employee.

ARTICLE 15 **HOURS OF WORK AND OVERTIME**

15:01 **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.

15:02 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.

15:03 Basic Work Week

The basic work week for regular full-time employees shall not exceed a maximum of fifty-four (54) hours per week. Nothing in this agreement shall guarantee any employee any number of hours or be construed so as to restrict the Employer from changing the number of daily or weekly hours if operational requirements dictate.

15:04 Overtime

(a) Employees who work in excess of the basic work week on a voluntary basis shall be paid at regular rates. Employees who are required by the Employer to work in excess of the basic work week shall be paid at the rate of one and one half (1½) their regular rate.

(b) Overtime Meal Allowance

All employees who are required to work three (3) or more hours of overtime without a break between the shift and the overtime, after having completed a nine (9) hour shift, shall be provided with a meal. The employee shall have a thirty (30) minute paid period to eat. If no meal is provided, a meal allowance of fourteen dollars (\$14.00) shall be paid (effective October 2021).

15:05 No employee shall have his weekly schedule altered so as to avoid the payment of overtime. The Employer retains the right to schedule additional employees to work in the event that there are insufficient numbers of employees available for voluntary overtime.

15:06 Lunch and Rest Periods

(a) Full-time employees shall be entitled to a paid lunch period of thirty (30) minutes as near as possible to the mid point in their shift and a fifteen (15) minute rest period as near as possible to the mid way point in the first and second half of their shift. A part-time employee who works at least four (4) hours per shift shall be

entitled to one (1) rest period of fifteen (15) minutes during that shift.

- * (b) Full-time and part-time employees shall be entitled to a fifty percent (50%) discount on prepared food items at the Cookhouse location only. Full-time and part-time employees shall be entitled to a ten percent (10%) discount on prepared food items at the other food service locations. Full-time and part-time employees will also be entitled to a discounted price on single beverage items at the Knotty Pine Lounge and Bishop's Tavern. The Employer reserves the right to develop and post policies regarding eligibility and quantity prices.

15:07 Shift Breaks

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

15:08 No Work Available

- (a) Employees are required to check the designated line to determine if the resort will be open. If opening is delayed, employees will be notified of any revised opening time by their supervisor as soon as possible.
- (b) If an employee has commenced work and work for day becomes unavailable, the employee shall be paid a minimum of three (3) hours at regular rates, or the number of hours the employee has worked, whichever is the greater.
- (c) Full-time Snow School employees on a regular scheduled shift will be guaranteed a minimum salary of thirty dollars (\$30.00) daily.

15:09 Hours Free from Work

- (a) Subject to paragraph (b), the Employer shall ensure that each employee has at least thirty-two (32) consecutive hours free from work each week.
- (b) In the event an employee is required to work overtime and has not volunteered to work as in 15.04 and such overtime results in the employee not receiving thirty-two (32) consecutive hours free from work, the employee shall be entitled to one and one half (1 & ½) for the hours worked in that period.

15:10 Emergency Call Out

- (a) A Full or Part-Time employee called out to work outside of their regular scheduled working hours shall receive a minimum of three (3) hours at the one and one-half (1 & ½) overtime rate.
- (b) All employees required to be on call shall receive the Government mileage rate.

15:11

Staff Meetings

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

ARTICLE 16 SHIFT SCHEDULING AND WORK ASSIGNMENTS

16:01

Shift Schedule

- (a) The Employer shall establish a schedule of regular seasonal full and part-time shifts, and shall make such schedule as early as conditions will permit
- (b) Schedule shall be posted a minimum of three (3) days prior to implementation.
- (c) Employees working during the summer shall receive one (1) weekend off per month.

16:02

Regular Employee Shifts

The Employer shall attempt, whenever possible, to schedule as many shifts each week to a maximum of fifty-four (54) hours each week as conditions will permit, subject to the overriding right of the Employer to schedule employees to ensure maximum operational efficiency, subject to climate conditions.

16:03

Change in Schedule

An employee's schedule may be changed in the event of unexpected absence of other staff, an unexpected change in the Employer's operations, or in an emergency. The Employer shall endeavour to give an employee twenty-four (24) hours notice of a change in the shift.

16:04

Work Assignment

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

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

Such assignment may be considered a transfer, subject to the provisions of Article 13 of this Agreement.

16:05

Change in Job Duties

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

16:06

*

Lead Hand and Shift Premiums

- (a) A full-time employee designated by the Employer as lead hand on an unsupervised shift shall receive a lead hand premium of seventy-five cents (\$0.75) per hour for all hours worked where they are designated as lead hand.
- (b) Employees shall be entitled to a shift premium of one dollar (\$1.00) per hour for all hours worked between 12:00 am and 8:00 am. Hours worked during special events are not eligible for shift premium.

ARTICLE 17 **WAGES BY JOB CLASSIFICATION**

17:01

Schedule "A"

The Employer shall pay basic hourly rates to its employee in accordance

with the Hourly Wage Scale set out in Schedule "A", which is attached hereto and forms a part thereof.

17:02 Rate of Job Classification

Except as otherwise provided in this Agreement, an employee shall be paid at the hourly wage scale for particular job classification for such time as the employee is required to work in that job classification, subject to the provisions of Article 13:04.

17:03 New Position

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

17:04 No Obligation to Appoint

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

ARTICLE 18 **STATUTORY HOLIDAYS**

18:01 * Statutory Holidays

Full-time and part-time employees who are not on layoff shall be entitled to statutory holiday pay for each of the following public holidays:

- (a) New Year's Day
- (b) Good Friday
- (c) Victoria Day
- (d) Canada Day
- (e) Labour Day
- (f) Thanksgiving Day
- (g) Remembrance Day
- (h) Christmas Day

18:02 * Full-time employees on recall who have worked their last regularly scheduled shift before the holiday and their next scheduled shift after the holiday are entitled to statutory holiday pay as follows:

- (a) Eight (8) hours pay at their regular rate if the employee does not work; or
- (b) Double time for all hours worked. If the employee works less than eight (8) hours on the statutory holiday, they will be paid double time for the hours worked less than eight (8) hours.

18:03 * Part-time employees on recall who have worked their last regularly scheduled shift before the holiday and their next regularly scheduled shift immediately after the holiday are entitled to statutory holiday pay as follows:

- (a) Pay at their regular hourly rate for a number of hours equal to the total number of hours worked by the employee in the twenty-one (21) calendar days preceding the holiday divided by fifteen (15) if the employee does not work; or
- (b) Double time for all hours worked. If the employee works less than the number of hours calculated in 18:03 (a), they will be paid double time for the hours worked, plus straight time for the number of hours less than the number of hours calculated in 18:03 (a).

18:04 * Floating Holidays

Floating holidays are intended but not limited to use for illness, or for days when the Resort is closed for unplanned reasons such as inclement weather or equipment failures.

Full-time employees shall be entitled to floating holidays as follows:

- (a) 1-4 Years service Up to two (2) days
- (b) 5-10 Years service Up to four (4) days
- (c) 11+ Years service Up to six (6) days

Full-time employees will be entitled to carry over two (2) floating holidays.

Floating holidays may be taken in one half (½) day increments. Floating holidays shall be scheduled by mutual agreement of the employee and the Employer.

Floating holiday compensation shall be paid at the rate of nine (9) hours pay at the employees' regular rate of pay.

ARTICLE 19 **LEAVE OF ABSENCE**

19:01 (a) Unpaid Leave

Subject to operational requirements and availability of qualified replacement staff, where required, the Employer agrees to provide employees with one (1) month of unpaid leave while

granting service credits for seniority purposes, provided that the employee would not have been laid off during the period of unpaid leave. The month of unpaid leave does not necessarily have to be taken.

(b) Extended Unpaid Leave

Upon written request, a seasonal employee who has completed two (2) years of service shall be granted unpaid leave to a maximum of twelve (12) consecutive months, subject to the operational requirements of the Employer's operations and the availability of qualified replacement staff. An employee shall be entitled to up to a maximum of twelve (12) months unpaid leave at any one time. While on such leave employees shall continue to accumulate service, unless they would have been otherwise laid off, for seniority purposes only. The minimum amount of unpaid leave an employee may have under this clause is eight (8) weeks.

19:02

Paid Bereavement Leave

An employee shall be entitled to bereavement leave with pay as follows:

- (i) In the case of the death of an employee's spouse, mother, father, brother, sister, child, grandmother, grandfather, mother-in-law, father-in-law, grandchild or near relative living in the same household, four (4) days.
- (ii) In the case of the death of an employee's sister-in-law, brother-in-law, daughter-in-law, son-in-law, aunt, or uncle, one (1) day.
- (iii) Employees who do not complete their shift as a result of a notification of the death of an immediate family member, as stated in (I), will be paid for the remainder of the shift in addition to the bereavement leave.
- (iv) A permanent employee shall be granted one half (½) day without loss of salary or benefits to attend a funeral as a Pall Bearer.

19:03

Jury Leave

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

ARTICLE 20 **MATERNITY LEAVE/ADOPTION LEAVE**

- 20:01 (a) An employee may request maternity/adoption/parental leave without pay which may commence prior to the expected date of delivery and the employee shall be granted such leave in accordance with this Article.
- (b) An employee is entitled to a maximum fifty-two (52) weeks leave under this Clause. However, the Employer may grant special leave without pay when the employee is unable to return to duty after the expiration of this leave.
- 20:02 (a) An employee may return to duty after giving their Employer two (2) weeks notice of their intention to do so.
- (b) The employee shall resume their former position and salary upon return from leave, with no loss of accrued benefits.
- (c) Periods of leave up to fifty-two (52) weeks shall count for seniority purposes
- 20:03 The Employer will continue to provide childcare services for its employees and immediate family members at a discount rate, subject to childcare facilities continuing to exist.
- 20:04 While on maternity/adoption/parental leave the employee may request copies of job postings be forwarded to them by the Employer.
- 20:05 An employee returning from maternity leave may be exempt from standby and call back until the child is one (1) year old provided that other qualified employees in their work area are available.

ARTICLE 21 **UNION ACTIVITIES AND LEAVE**

- 21:01 The Employer recognizes the right of the Union to appoint/elect Shop Stewards as necessary.
- 21:02 The Union shall notify the Employer, in writing, of the name of each Shop Steward.
- 21:03 A Shop Steward will not absent themselves from the work location for the purpose of handling grievance without first obtaining permission of their supervisor or the Manager and that permission shall not be unreasonably denied.
- 21:04 Shop Stewards shall suffer no loss of pay for the time spent processing

grievances or attending meetings with the Employer's representatives or when required to attend an arbitration hearing related to the employee grievance.

21:05 Collective Bargaining Leave

The Employer will pay a maximum of three (3) employees up to four (4) hours per day for time lost while attending to negotiations.

21:06 Union Activities

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

21:07 Union Access

In the event that it is alleged that the Collective Agreement is being violated in a certain specified manner, the President of the Local and/or the Staff Representative of the Union shall request of the department Supervisor to be allowed access to the department to converse with members or Shop Stewards of the Union. Such request will not be unreasonably denied.

21:08 Union Lapel Pin

Employees shall be permitted to wear a Union Lapel pin on their uniforms.

21:09 Employee's Right of Representation

An employee shall have the right to be represented and accompanied by their Shop Steward in any matter relating to discipline.

ARTICLE 22 **VACATION**

22:01 All employees shall receive four percent (4%) of gross earnings as vacation pay. Employees with more than ten (10) years of service shall receive five percent (5%) of gross earnings as vacation pay. Employees with more than fifteen (15) years of service shall receive six percent (6%) of gross earnings as vacation pay. Vacation pay shall be paid weekly.

ARTICLE 23 **WORKERS COMPENSATION**

23:01 Injury on Duty

- (a) All employees shall be covered by the Workplace Health, Safety and Compensation Act.
- (b) An employee who is injured during working hours and is either required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift or workday at their regular rate of pay.
- (c) Employees injured on the job will be provided free transportation by the Employer to and from the hospital.
- (d) If an employee is required to take time off while on the job to consult a doctor with regard to an injury they received on the job, they shall be paid for such time off provided a doctor's note is received and they return to complete the day's work.

ARTICLE 24 **CONTRACTING OUT**

- 24:01 (a) Subject to the provisions of Article 3:03, the Employer shall not contract out bargaining unit work if there are employees at work or on lay-off who can perform the work in question.
- (b) Subject to provisions of Article 3:03, no employee in the bargaining unit shall be laid off or suffer a loss of hours or pay as a result of the contracting out of bargaining unit work.

ARTICLE 25 **SEXUAL AND PERSONAL HARASSMENT**

25:01 Both the Employer and the Union consider sexual and personal harassment to be reprehensible and are committed to maintaining an environment in which such harassment does not exist.

25:02 The Employer and the Union recognize the right of employees to work in an environment free from sexual or personal harassment and the parties shall undertake to investigate alleged occurrences with all possible dispatch. If sexual or personal harassment of a bargaining unit member has taken place, the Employer and the Union shall take appropriate action to ensure that such harassment ceases. The victim shall be protected from repercussions which may result from the Employees complaint.

25:03 Definition of Sexual Harassment

Sexual harassment is comprised of sexual comments, gestures, or physical contact that the individual knows or ought reasonably to know, to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or a series of incidents, however, minor. It is unsolicited, one-sided and/or coercive. Both males and females may be the victim of sexual harassment.

Sexual harassment may involve favours or promises of favours or advantages in return for submission to sexual advances or alternatively the threat of reprisal for refusing. Sexual harassment can be expressed in a number of ways which may include:

- unnecessary touching or patting
- suggestive remarks or other sexually aggressive remarks
- leering (suggestive staring) at a person's body
- demand for sexual favours
- compromising invitations
- physical assaults

25:04

Definition of Personal Harassment

Personal harassment is any behaviour by any person in the workplace that is directed at and is offensive to an employee, endangers an employee's job, undermines the performance of that job, or threatens the economic livelihood of the employee.

Personal harassment occurs when an individual uses the employee's authority or position, with its implicit power, to undermine, sabotage or otherwise interfere with the career of another employee.

Personal harassment may be defined as repeated, intentional, offensive comments or actions deliberately designed to demean an individual or to cause personal humiliation. The definition includes such blatant acts of misuse of power as intimidation, threats, blackmail and/or coercion.

Personal harassment of a bargaining unit member shall be investigated.

ARTICLE 26

SAFETY

26:01

Safety

The Employer and the Union, realizing the benefits to be derived from a safe place of employment, agree that they and all employees, Union Safety Representatives, Stewards and Officers and Supervision at all levels shall co-operate to promote safe work practices, and the enforcement of safety rules. The parties hereto agree to abide by the

Occupational Health and Safety Act.

26:02 Safety Practices Appendix

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

26:03 Joint Safety Committee

The Union and the Employer shall establish a Safety Committee, comprising of two (2) members designated by the Union and two (2) members designated by the Employer. 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. The Union and Employer will notify each other in writing of the identity of their Joint Safety Committee representatives.

26:04 Joint Committee Responsibilities

The responsibilities of the Joint Committee shall be:

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

26:05 Minutes of Safety Committee Meetings

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

26:06 Supervisor Approval

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

26:07 Time Spent on Committee Business

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

ARTICLE 27 **TERM OF AGREEMENT**

27:01 * Term of Agreement

Notwithstanding the Letter of Understanding on Page 41 of this Agreement, this Agreement shall be effective from October 1, 2022, and shall remain in effect until September 30, 2026, and from year to year thereafter unless notice is given in accordance with Clause 27:02.

27:02 Notice to Commence Bargaining

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

ARTICLE 28 **GENERAL PROVISIONS**

28:01 Clothing, Uniforms

- (a) Past practice with respect to the supply of clothing and uniforms for Snow School employees shall be continued, subject to sponsorships. The Labour Management committee will consult and agree upon a clothing and uniform policy for all other employees. The Employer will endeavor to keep the cost of clothing and uniforms as reasonable as possible.

Ski Patrol employees will receive ski jackets as per past practice. Ski Patrol employees will receive one pair of gortex pants on an as needed basis. Clothing supplier and style of clothing shall be selected by the Employer.

The Employer agrees to reduce the cost of ski uniforms as follows:

- 1st Year - \$50.00
- 2nd Year - \$50.00
- 3rd Year - \$50.00

- (b) Villa employees will be provided with two (2) uniforms per year. Cleaners will be provided with two (2) shirts displaying the Marble Logo.
- (c) The Outside Maintenance person shall be provided with one suit.
- (d) Chefs and cooks will be provided with two (2) Chef Uniform per year. Servers will be provided with two (2) shirts and one (1) pair pants per year.

28:02 Where tools and equipment (except ski equipment) are required to carry out the job duties of the employee, the cost will be borne by the Employer.

- 28:03 *
- (a) Full-time employees scheduled to work during the ski season shall receive an individual season ski pass for themselves or one immediate family member.
 - (b) Full-time employees who are scheduled to work during the ski season shall be entitled to a twenty-five percent (25%) discount on individual ski passes for immediate family members.
 - (c) Full-time employees with five (5) or more continuous years of service who are scheduled to work during the ski season shall be entitled to up to three (3) additional individual ski passes for immediate family members.
 - (d) Part-time employees who are scheduled to work during the ski season will receive an individual season ski pass.
 - (e) Part-time employees who have five (5) or more years' service and are scheduled to work during the ski season shall also be entitled to one (1) additional individual season ski pass for an immediate family member.
 - (f) For those times when the lifts are operating for public access outside of the ski season, full-time employees and part-time employees who are scheduled to work during those seasons outside the ski season shall be provided with an individual lift pass.
 - (g) Any employee who requires a lift pass in order to perform their duties shall be provided with a life pass for the times they are employed.

28:04

Bulletin Boards

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

28:05

Use of Personal Vehicles

No employee shall be required to use a personal vehicle for Employer business without compensation. Provincial Government rate shall apply.

28:06

Pay Days

Pay days will be every Thursday. If the cheques are available on Wednesday, they shall be distributed. Each employee, on pay day, shall receive an itemized statement of wages earned and deductions.

28:07

Validity Clause

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

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.
- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions as rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 9 of the Collective Agreement.

28:08

Successor Rights

The Employer agrees that should its Business be sold, leased, or otherwise changed hands, then Section 93 of the Labour Relations Act shall apply. (See letter dated November 27, 2003, appended to Agreement.)

28:09

Labour Management Meetings

The parties agree to hold joint consultation meetings on a regular basis. Representation shall be made up of up to two (2) members of the Union

and up to two (2) members of the Employer. Any items discussed shall be on a without prejudice basis and shall not involve grievance items. As far as practicable such items shall be first placed by either party on an agenda set in advance of the meeting by forty-eight (48) hours.

- 28:10 The Union hereby supports the Employers "Zero Tolerance" policy with respect to the Employer's policy re the use of Drugs and Alcohol. Violation of the Policy will result in immediate suspension and possible termination.
- 28:11 Ski Patrol/Ski School employees shall have tuning and waxing provided by the Employer monthly, to a maximum of four (4) per season.
- 28:12 The Employer will provide training free of cost to cleaners who handle chemicals (required WHIMS training), in house sanitation training for food handlers and first aid training for daycare staff.
- 28:13 An employee covered by this Agreement who may be required to attend and commission or court hearing to give evidence in a civil or criminal case involving the Resort shall be compensated as if they were working. The minimum shall be four (4) hours pay.
- 28:14 The Employer shall defend, negotiate, or settle civil and/or criminal suites or prosecutions arising out of acts performed by an employee in the course of the Employees duties.
- 28:15 The Employer may grant leave with or without pay for incarcerated employees.
- 28:16 The Employer agrees to develop an e-mail listing for all employees who provide their e-mail addresses, where requested in the Employee Handbook.
- 28:17 Blank Business Cards and Name Tags with Marble Mountain's official logo will be provided to employees at no cost to the employee.

Salary Implementation Plan

1. Effective September 30, 2022, all wage scales to be ported to the new wage scales incorporated in the Classification Review.
2. Effective with the ratification of the October 1, 2022, to September 30, 2026, Collective Agreement, all employees on current recall status and who return to work when recalled in accordance with the recall provisions of the Collective Agreement before September 30, 2023, will be entitled to a Retention Bonus equal to \$1.00 (one dollar) per hour for all hours worked between October 1, 2021, and September 30, 2022.
3. All wage scales to be increased in accordance with the following formula:
 - 2% (two percent) effective October 1, 2022
 - 2% (two percent) effective October 1, 2023
 - 2% (two percent) effective October 1, 2024
 - 2% (two percent) effective October 1, 2025

Classifications

Previous Title	Title	Pay Grade
Ticket Cashier	Resort Worker 4	MM4
Office Clerk	Resort Worker 6	MM6
Bookkeeper/Clerk	Accounting Clerk	MM8
Rental Repair Tech I	Resort Work 4	MM4
Rental Repair Tech II	Resort Worker 5	MM5
Short Order Cook I	Resort Worker 1	MM1
Short Order Cook II	Resort Worker 4	MM4
Chef de Partie	Lead Cook	MM6
Cashier – Food Service	Resort Worker 1	MM1
Ski Patrol	Resort Worker 4	MM4
Day Care Attendant	Resort Worker 3	MM1
Building Maintenance		
Cleaner	Resort Worker 1	MM1
Building Maintenance		
Cleaner Outside	Resort Worker 6	MM6
Bartender I	Resort Worker 1	MM1
Bartender II	Resort Worker 1	MM1
Summer Grounds Keeper	Resort Worker 1	MM1
Resort Worker		
Customer Service	Resort Worker 1	MM1
Groomer Operator	Groomer Operator 1	MM8
Groomer/ Hill Maintenance	Groomer Operator 2	MM9
Groomer/ Garage		
Maintenance	Groomer/ Garage Maintenance	MM9
Lift Operator	Resort Worker 4	MM4
Snowmaker	Resort Worker 4	MM4
Heavy Duty Mechanic	Heavy Duty Mechanic	MM9
N/A	Outdoor Superintendent	MM10
Ski School		
Ski School Clerk	Ski School Clerk	MM5
CSIA Level I	CISA 1	MM3
CSIA Level II	CISA 2	MM4
CSIA Level III	CISA 3	MM7
CSIA Level IV	CSIA 4	MM8
CSIA & CSCF Level I	CISA 2	MM4
CSIA & CSCF Level II	CSIA & CSCF Level II	MM7
CSIA & CSCF Level III	CSIA & CSCF Level III	MM8
CASI Level I	CISA 1	MM3
CASI Level II	CISA 2	MM4
CASI Level III	CISA 3	MM7
Marble Villa		
Housekeeper I	Resort Worker 1	MM1
Housekeeper II	Resort Worker 2	MM2
Security	Resort Worker 1	MM1

Schedule "A" Wages

Marble Mountain			
Effective October 1, 2022			
Pay Grade	Step 1	Step 2	Step 3
MM 1	\$14.96	\$15.12	\$15.26
MM 2	\$15.22	\$15.37	\$15.52
MM 3	\$15.34	\$15.49	\$15.65
MM 4	\$16.42	\$16.59	\$16.75
MM 5	\$17.62	\$17.79	\$17.97
MM 6	\$17.74	\$17.91	\$18.09
MM 7	\$18.34	\$18.52	\$18.71
MM 8	\$21.45	\$21.66	\$21.88
MM 9	\$23.21	\$23.44	\$23.67
MM 10	\$23.97	\$24.21	\$24.45

Marble Mountain			
Effective October 1, 2023			
Pay Grade	Step 1	Step 2	Step 3
MM 1	\$15.26	\$15.42	\$15.57
MM 2	\$15.52	\$15.68	\$15.83
MM 3	\$15.65	\$15.80	\$15.96
MM 4	\$16.75	\$16.92	\$17.09
MM 5	\$17.97	\$18.15	\$18.33
MM 6	\$18.09	\$18.27	\$18.45
MM 7	\$18.87	\$18.89	\$19.08
MM 8	\$21.88	\$22.09	\$22.31
MM 9	\$23.67	\$23.91	\$24.17
MM 10	\$24.45	\$24.69	\$24.94

Schedule "A" Wages

Marble Mountain			
Effective October 1, 2024			
Pay Grade	Step 1	Step 2	Step 3
MM 1	\$15.57	\$15.73	\$15.88
MM 2	\$15.83	\$15.99	\$16.15
MM 3	\$15.96	\$16.12	\$16.28
MM 4	\$17.08	\$17.26	\$17.43
MM 5	\$18.33	\$18.51	\$18.70
MM 6	\$18.45	\$18.64	\$18.82
MM 7	\$19.04	\$19.27	\$19.46
MM 8	\$22.32	\$22.53	\$22.76
MM 9	\$24.14	\$24.39	\$24.65
MM 10	\$24.94	\$25.18	\$25.44

Marble Mountain			
Effective October 1, 2025			
Pay Grade	Step 1	Step 2	Step 3
MM 1	\$15.88	\$16.04	\$16.20
MM 2	\$16.15	\$16.31	\$16.47
MM 3	\$16.28	\$16.44	\$16.61
MM 4	\$17.42	\$17.61	\$17.78
MM 5	\$18.70	\$18.88	\$19.07
MM 6	\$18.82	\$19.01	\$19.19
MM 7	\$19.42	\$19.66	\$19.85
MM 8	\$22.77	\$22.98	\$23.22
MM 9	\$24.62	\$24.88	\$25.14
MM 10	\$25.44	\$25.68	\$25.95

***MARBLE MOUNTAIN DEVELOPMENT CORPORATION
SNOW SCHOOL PAY SCALE
(AS OF OCTOBER 1, 2012)**

	<u>C.S.C.F.</u>	<u>C.S.C.P.</u>
LEVEL I	\$1.00	\$1.00
LEVEL II	\$2.00	\$2.00
LEVEL III	\$3.00	\$3.00
LEVEL IV		

Requested private lessons add \$4.00/hr

Full time Instructors (those available teach 5 or more days per week) will receive a \$1.00 per hour bonus.

Ski and Snowboard Course Conductors will receive an Additional \$0.50 per/hr while conducting professional development sessions.

Bilingual employees required to teach lessons and provide other services in another language other than English, will receive an additional \$0.50/hr.

Hourly rate is established by certification level and remains fixed regardless of type of lesson taught.

LETTER OF UNDERSTANDING

Between: Marble Mountain Development Corporation

And

Newfoundland & Labrador Association of Public and Private Employees

Application of 2.01(b):

This is to confirm the Parties understanding respecting the application of Article 2:01(b). The past practice of supervisors (Head Ski Patroller, Ski School Director, Chef, Outside Operations Director) performing bargaining unit work will continue. The Employer shall continue to use unpaid volunteers. The Application of the above shall not affect the hours of work of bargaining unit employees.

Job Descriptions:

The Employer will develop and supply the union with copies of Job Descriptions for all classifications in the bargaining unit, within six months of the signing of this agreement.

Ski & Snowboard School Volunteers:

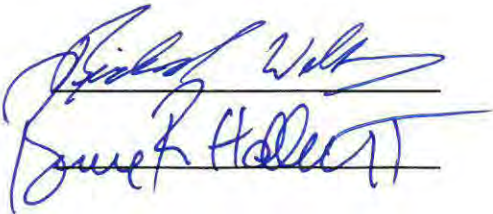
Volunteers may be used at special ski and snowboard events. Apprentices from the teen ski or snowboard programs may accompany Instructors for learning purposes only. The use of volunteers shall not affect the benefits of bargaining unit employees.

Ski & Snowboard School - Special Rates:

The past practice of clinic leaders, head coaches and other related activities receiving higher rates shall continue at the rate of \$2.50 per hour.

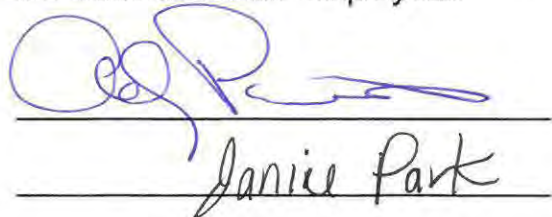
Signed: February 23, 2023

Marble Mountain
Development Corporation



Bruce K. Hollett

Newfoundland & Labrador Association
of Public & Private Employees



Janice Park

LETTER OF UNDERSTANDING

Between: Marble Mountain Development Corporation

And

Newfoundland & Labrador Association of Public and Private Employees

Subject: Employee Benefits

The following benefits will continue to apply:

Rental And Repair

Full and part-time employees will not be charged for Ski, Snowboard and Equipment Rental. This will be subject to availability; customers will have priority.

Immediate family members of full and part-time will be charged 50% of regular rental rate.

Ski Locker rental will be reduced by 20%.


Ski and Snowboard School


Full and part-time employees will not be charged for lessons, subject to pre-arrangement with the Ski and Snow Board Director.

Immediate family members of full and part-time employees will be charged 50% of regular ski and snowboard school rate.

Signed: February 23, 2023

Marble Mountain
Development Corporation





Newfoundland & Labrador Association
of Public & Private Employees




Janice Park


MEMORANDIUM OF UNDERSTANDING

Upon receiving adequate notice, the Employer shall grant the Union the right to review the distribution of gratuities when there are complaints regarding same.

Signed: February 23, 2023

Marble Mountain
Development Corporation





Newfoundland & Labrador Association
of Public & Private Employees





Memorandum of Understanding

Article 4:01 (u) is modified to read as follows:

- (u) "Week" means a period of seven (7) consecutive days beginning at 0600 hours Sunday morning and ending at 0559 hours on the following Sunday morning.

Signed: May 10th, 2023

Marble Mountain
Development Corporation

Richard Wells - General Manager
Kevin K. Hollett

Newfoundland and Labrador Association
of Public and Private Employees

Al P...
Sherry Brake

SIGNED this 23 day of February, 2023.

IN WITNESS WHEREOF the parties hereto have hereunto their hand and seals subscribed and set the day and year first before written.

SIGNED ON BEHALF OF MARBLE MOUNTAIN DEVELOPMENT CORPORATION:

James R. Hollett
David V. Vally

W. U.
WITNESS

ON BEHALF OF THE NEWFOUNDLAND AND LABRADOR ASSOCIATION OF PUBLIC AND PRIVATE EMPLOYEES:

Jerry East
Debra P. ...

Janice Park

Geoff Gough

W. 2
WITNESS