

AMENDMENT ONE TO THE SKI UNION AGREEMENT

This Amendment Number One (the “Amendment”) to the collective bargaining agreement dated November 8th 2023, (the “Agreement”) between the Aspen Professional Ski Patrol Association (“APSPA”) and Aspen Skiing Company (the “Company”) is hereby entered into on December 31, 2023.

Recitals

WHEREAS, pursuant to Section 35.1 of the Agreement, “[t]he Parties shall use best efforts to agree upon increases in equipment allowance, the possible provision of work bicycles for Bike Patrollers, and a higher bonus rate structure for Summer Association Members though similar to Section 34.6 (34.7.2) no later than December 31, 2023 which will be memorialized in an addendum to this Agreement.”

WHEREAS, the Parties desire to enter into this Amendment in the manner and form as set forth below.

NOW THEREFORE, in consideration of, and as condition of, the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Party agrees as follows:

1. The Company will provide five (5) work bicycles of various sized frames to the Bike Patrollers for the 2024 summer season. These bicycles are to be maintained and repaired by and at the cost of the Bike Patrollers. The bicycles will be a Trek Slash 8 Aluminum Enduro or its equivalent. The bikes will have been in the rental fleet for two years or less and will be delivered to the Bike Patrollers in good working condition. For avoidance of doubt, these bikes will be the property, and responsibility of the Patrol; the Company will not have any responsibility or liability related to the bicycles upon acceptance by Patrol.
2. Bike Patrollers will receive a thirty percent (30%) discount off bike repairs at Four Mountain Sports. For avoidance of doubt, the thirty percent will apply to both parts and labor. Bike Patrollers may supply their own parts for the discounted repairs.
3. The Company shall continue to provide the Bike Patrollers with access to the Quality Bike Products (“QBP”) program; however, the Company shall not be held responsible for loss of eligibility in this program.
4. The Company shall provide an equipment voucher which will include a helmet, knee pads, and elbow pads.

5. The Company shall provide rain pants in the summer uniform kit in addition to items provided in previous years.

6. The Equipment Allowance for Bike Patrollers is as follows:

	Full Time	Part Time & On Call
Biker Patroller	\$1,500	\$1,100

7. The bonus amounts contained in Section 34.6 of the Agreement as applied to the Summer Association Members will be adjusted as follows:

- a. Up to \$1.25 for a “meets expectations” evaluations; and
- b. Up to \$1.75 for a “exceeds” evaluation.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the Effective Date.

ASPEN SKIING COMPANY, LLC:

ASPEN PROFESSIONAL SKI PATROL
ASSOCIATION:

By: James M Laing
James M Laing (Jan 2, 2024 16:53 MST)

James M. Laing, CHRO

By: Luke DeMuth
Luke DeMuth (Jan 2, 2024 16:57 MST) (President)

By: Bradley Benson
Bradley Benson (Jan 2, 2024 20:13 MST) (Aspen)

By: Carl Kishbaugh
Carl Kishbaugh (Jan 3, 2024 07:43 MST) (Buttermilk)

By: Andy Smith
Andy Smith (Jan 3, 2024 08:19 MST) (Highlands)

By: Michael tippet
Michael tippet (Jan 3, 2024 09:15 MST) (Snowmass)

By: Dan Goddard
Dan Goddard (Jan 2, 2024 19:07 MST) (Sum. Bike)