

AGREEMENT

between

*The Aspen Skiing
Company*

and

*The Aspen Professional
Ski Patrol Association*

TERM

November 8, 2023

through

April 30, 2025

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ARTICLE 1: AGREEMENT TERM AND RECOGNITION

1.1 This Agreement is entered into as of November 8, 2023, by and between the Aspen Professional Ski Patrol Association, (hereinafter the “Association”), and Aspen Skiing Company, LLC, (hereinafter the “Company”) (collectively the “Parties”). The Term of this Agreement will commence November 8, 2023 and terminate at midnight on April 30, 2025 unless automatically renewed pursuant to the terms contained in Section 40.1, herein.

1.2 The Company recognizes the Association as the sole and exclusive bargaining representative for all matters affecting wages, hours, and working conditions for all full and part time employees that are Ski Patrollers, Summer Rangers, and Bike Patrollers, employed by the Company at the Company’s worksites known generally as the Aspen Mountain, Buttermilk Mountain, Aspen Highlands, and Snowmass Ski Areas (hereinafter referred to as “Patroller(s)” or “Employee(s)”).

1.3 If any newly created position not covered by Section 1.2 above is contended by the Association as being part of this unit, the Parties agree to negotiate over the possible inclusion of such position and, if agreement is not reached, to abide by the ruling of the National Labor Relations Board (NLRB).

ARTICLE 2: MANAGEMENT PREROGATIVES—WORK RULES

2.1 Except to the extent expressly limited by a specific provision of this Agreement, the Company reserves and retains, solely and exclusively, all of its inherent and common law rights to manage the business as it deems appropriate. The Company has the sole and exclusive right to exercise all of the rights or functions of management not so abridged. Without limiting the generality of the foregoing as used herein, the term “right to manage the business” includes:

1. The right to manage the operation of the areas.
2. The right to schedule and assign work to be performed and the right to modify or change such work schedules.
3. The right to direct the working forces, including the right to hire, discipline, fire, rehire, promote, or transfer any Employee. Except that the Company may not permanently transfer a Patroller between worksites without consent of the Patroller; the Company reserves the right to suspend or terminate any Patroller that does not consent to a reassignment whether the assignment is temporary or permanent.
4. The location of the business, including the establishment of new operations or departments, divisions or subdivisions thereof.
5. The determination of services to be provided.
6. The right to relieve Employees from duties because of lack of work.
7. The selection, promotion, or transfer of Employees to supervisory or other managerial positions or to other positions outside of the bargaining unit.

8. To determine the methods, means, and personnel by which such operations are to be conducted, including the right to contract out future work. Before the Company exercises its right to contract out future work, it will meet with the Association on no more than two (2) separate occasions for the purpose of accepting input from them. The meetings must be held within one (1) week from the announcement by the Company that it intends to contract out future work. After one (1) week, the Company is free to exercise its rights under this section.
9. To determine organization structure of the Company.
10. To establish, modify, and enforce rules, regulations, and directives.
11. To determine the services to be rendered consumers and the means of providing said services.
12. To otherwise take such measures as management may determine to be necessary for the orderly, efficient, and profitable operation of its business.
13. To establish and/or modify the quality and quantity standards and judge the quality and quantity of workmanship required.
14. To determine the number of Employees necessary in each classification at its sole discretion.
15. To lay off, seasonally separate and recall Employees as in its judgment the business indicates.

2.2 The Company's not exercising any function hereby reserved to it, or its exercising its function in a particular way, will 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.

2.3 When the Company exercises these rights, it will accept written input from the Association. This in no way implies this Agreement will be reopened or that the Company must delay its decision pending submission of the input.

ARTICLE 3: ASSOCIATION RIGHTS

3.1 The Association shall have the right to appoint a representative at each worksite according to the Association's own policy and procedures. The Association Representative, or its designee in his/her absence, shall be the exclusive representative of all Employees assigned to that site in matters relating to enforcement and administration of this Agreement.

3.2 The Association and/or Employees shall have the right to discuss safety matters with the Company; however, the Association, through its Officers and Representatives, shall have the exclusive right to:

3.2.1 Represent Employees in grievance meetings held pursuant to the grievance procedures contained herein. Meetings will be held during non-working hours unless otherwise agreed upon.

3.2.2 Meet with the Ski Patrol Director or other site administrator at reasonable times to discuss contract enforcement matters or day-to-day operational matters concerning Employees represented by the Association.

3.2.3 Represent Employees, at their request, who are questioned about circumstances which may lead to disciplinary action.

3.3 The Association will be allowed use of a bulletin board in the ski patrol locker room at the base of each work site to post notices of Association business and meetings. The Company reserves the right to remove items of a derogatory nature to the Company.

3.4 The Association will receive verbal and written notice from a Company Supervisor when a member of the bargaining unit is injured on the job.

3.5 The Company agrees to permit a voluntary payroll deduction of Association dues. The Association shall prepare and submit to the Company for its approval the written authorization form to be used by Employees. The Association shall be responsible for obtaining from Employees and submitting to the Company executed written payroll authorization forms. Upon receipt of an executed payroll authorization deduction form, the Company agrees to deduct the amount of Association dues designated on the form from the participating Employee's wages at the first payment of such each month the Employee is employed by the Company. The Company will pay the same to the account or person designated in writing by the Association within thirty (30) days. The authorization form must include a provision that the Employee may revoke the authorization in writing at any time. Any revocation will take effect the following month if received before the 20th day of the month.

ARTICLE 4: GRIEVANCE PROCEDURE

4.1 A "grievance" is defined as a disagreement over the Company's interpretation and application of this Agreement. The Association may file a grievance over questions of benefits and contract interpretation. However, only the Employee may file a grievance concerning discipline. Should the Association feel that the contract is violated by a disciplinary action, it shall with the written consent of the person disciplined have the right to file a grievance over that discipline. The Employee's failure to file a grievance over disciplinary actions will not set a precedent.

4.2 The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible level of Company review and to provide access to orderly procedures for satisfactory adjustment of complaints.

4.3 As used throughout this procedure, "days" means Monday through Friday throughout the calendar year between the hours of 9:00 a.m. and 5:00 p.m.

4.4 Failure at any step of this procedure of the Company to respond within the time limits set forth will 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 will be deemed an acceptance of the decision rendered at the previous step. Time limits may be extended by mutual written agreement of the parties.

4.5 Before filing a formal grievance, an Employee is encouraged to attempt to resolve the dispute by means of an informal conference with the immediate Supervisor. However, whether or not the Employee chooses to exercise this informal option, the grievance must be initiated within the time limits required under step one.

4.6 Step One: A formal grievance must be filed in writing within ten (10) days after the grievant or the Association knew, or reasonably should have known, of the occurrence of the facts or Company's action(s) upon which the grievance is based, or was presented with documentation of such action. The submission will state the specific article(s) and section(s) of this Agreement or the existing practice alleged to have been violated, misinterpreted, or misapplied, and will be filed with the Ski Patrol Director at the Employee's worksite. The Ski Patrol Director shall schedule and hold a meeting at a time and place mutually acceptable to the grievant and Ski Patrol Director within four (4) days after receipt of the written grievance. The Director shall reply in writing to the grievant(s) and to the Association within three (3) days after the meeting.

4.7 Step Two: If the grievant is not satisfied by the response of the Director at Step One, the grievant may appeal the decision in writing to the Area Manager within five (5) days after receipt of the written decision or upon exhaustion of the time limits set forth. The Area Manager shall schedule and hold a meeting at a time and place mutually acceptable to the grievant and Area Manager within three (3) days after receipt of the written appeal. The Area Manager shall reply in writing to the grievant(s) and the Association within two (2) days after the meeting.

4.8 Step Three: If the grievant is not satisfied by the response of the Area Manager at Step Two, the grievant may appeal the decision in writing to the CEO of Aspen Skiing Company within five (5) days after receipt of the written decision or upon exhaustion of the time limits set forth. The CEO shall schedule and hold a meeting within three (3) days after receipt of the written appeal. The grievant(s) and the Association shall have the right to present an opening statement, present documentary evidence, call, question and cross-examine witnesses (direct and redirect), and make closing statements. The CEO shall render a decision in writing to the grievant(s) and the Association within two (2) days after the meeting. In the event the CEO is out of town, is otherwise unavailable to fulfill the responsibilities set forth, or is directly involved in the circumstance or subject matter that gave rise to the grievance, the SVP, Mountain Division shall fulfill the CEO responsibilities hereunder.

4.9 Miscellaneous: The Company shall not retaliate against any Employee grievant or witness or Association Representative for utilizing these procedures or for assisting a grievant pursuant to these procedures.

4.10 Formal grievances or memoranda of informal conferences will not be placed in the

grievant's personnel files nor will they be used as evidence in any promotional consideration or recommendation for job placement.

4.11 If an alleged grievance occurs at a level of authority higher than that of the Ski Patrol Director, the grievance may be initiated at Step Two of this procedure.

4.12 If a hearing or meeting is scheduled during work time, the Employee, witnesses, and Association Representative will be released from duty with pay to attend such hearing or meeting.

4.13 The Association shall be afforded all legal rights to investigate alleged grievances, interview witnesses, and otherwise prepare its case including access to appropriate Company records and witnesses.

ARTICLE 5: PERSONNEL FILES

5.1 Employees shall have the right to inspect the contents of their own personnel files at a time reasonably convenient for both the Employee and the Company. The Employee may authorize an Association Representative to inspect the contents of the file for purposes of handling Employee grievance, disciplinary action, emergencies, or legal problems. The Employee and/or Association Representative shall provide the Company's Human Resources Department with prior written notice of his/her request to inspect their personnel file along with proposed times and dates for said inspection. The Employee or former Employee shall be allowed to remove or duplicate the contents of an Employee personnel file in compliance with Colorado law. The Association Representative shall only be allowed to remove or duplicate the contents of an Employee personnel file with the Company's prior written permission, subpoena, or directive from a court with jurisdiction or administrative agency.

5.2 Any written material, documentation, or memoranda of verbal warnings regarding an Employee's conduct, service, or character to be placed in an Employee's file shall be provided to the Employee within ten (10) working days, as defined in 4.3, of the occurrence of an incident or when management first becomes aware of such incident. The Employee shall acknowledge having read such material by affixing his signature to the material and returning same to the Company, except that if an Employee refuses to sign, such refusal will be witnessed by a Supervisor or an Association Representative. Such unsigned Employee material may be offered as evidence in a disciplinary action. The Employee's signature merely signifies that the Employee has read and has knowledge of the existence of the material. It does not necessarily indicate agreement with the contents thereof.

5.3 No anonymous letters or materials will be placed in the personnel files of an Employee.

5.4 An Employee shall have the right to file an answer to any material submitted for inclusion in the file within fifteen (15) days, as defined in Section 4.3, herein, of receiving a copy for signing. The Employee's response shall be permanently attached to the file copy.

5.5 No material except that material in accordance with the above will be used by the Company in any disciplinary action against an Employee.

5.6 Employees shall be permitted to place in their files any non-anonymous material pertinent

to the Employee's conduct, service, or character.

5.7 Except for being used for legitimate business purposes, content of an Employee's personnel file will not be made available for viewing by persons outside the Company without the prior written consent of the Employee.

5.8 Disciplinary warnings of a non-serious nature will be purged from an Employee's file after an eighteen (18) month period except where the warnings show a continuing pattern of Employee misconduct. Serious Offenses will be made a permanent part of the Employee's file. Upon agreement between the Employee and the Department Head, disciplinary warnings may be removed from the Employee's file. Serious Offenses include, but are not limited to, excessive rudeness to guests, excessive absenteeism, leaving the worksite without permission, negligence or willful misconduct which could result in serious harm or endangerment to the Company, guests, or fellow employees, and insubordination. A positive drug test for cannabis in and of itself does not necessarily constitute a Serious Offense.

ARTICLE 6: SENIORITY

6.1 Seniority is defined as the total regular hours of work as an Employee in the bargaining unit in the employ of the Company calculated on the basis of the Company's break in service policy as defined herein. In this article hours of work must include paid sick days, jury duty, exchange days, funeral leave days, and workman's compensation injuries until the end of the normal ski season. No other time off will be considered as work hours. If a supervisor is returned by the Company to the Bargaining Unit, the period of time he or she was a supervisor will also count toward Bargaining Unit seniority. For operational purposes at each ski area under Article 34 hereof only and for no other purposes, including without limitation any benefits purposes of any type, kind or nature, Aspen Highlands Patrollers who were employees of the Aspen Highlands Skiing Corporation on April 1, 1993, shall have their seniority based upon the period of time they were employed with Aspen Highlands Skiing Corporation and the Company applying the criteria set forth in this provision.

6.2 The Company shall prepare from existing and available personnel records separate seniority lists for the Patrollers, Summer Rangers, and Bike Patrollers at the Aspen Mountain, Buttermilk Mountain, Snowmass Ski Area and Aspen Highlands Ski Areas. These lists will be updated by October 15th of each year and forwarded to the Association Representative at each mountain. In the case of two or more Employees having the same seniority in the bargaining unit, employment in other capacities for the Company shall break the tie. If the tie remains, the Employee's birthdates will be compared, with the older Employee being considered the more senior.

ARTICLE 7: JOB SECURITY

7.1 No Employee shall be disciplined in the presence of other Employees, other Company personnel, or guests; however, management personnel involved as a witness or an Association Representative may be present. An Employee will be disciplined or discharged only for cause and for documented reasons to be placed in their personnel files according to 7.2. The Company shall be deemed to have "cause" if it is not arbitrary or capricious.

7.2 Employees with non-serious offenses shall be afforded progressive discipline which must follow the sequence listed below:

- a) Verbal warning;
- b) Written warning;
- c) Suspension, and/or voluntary referral to the Employee Assistance Program, except that in no event will referral to the Employee Assistance Program delay the disciplinary process;
- d) Discharge.

In case of serious offenses, the Company may impose discipline at any level, but the Company will not discharge an Employee within 24 hours from the facts that gave rise to the discharge. In the case of a suspension a Supervisor may suspend immediately, provided the offense is determined to be a serious offense, but the decision as to the length of the suspension will not be made before 24 hours after the time the suspension starts.

In the case of an accusation of an offense, the accused Employee will be assumed to be innocent until the accusation has been reasonably investigated. The discipline imposed, if any, must be reasonably supported by the results of the investigation.

Promotional opportunities and jobs within the bargaining unit, including without limitation job opportunities on all ski areas, Ski Patrol, Summer Ranger, Bike Patroller, and non-bargaining unit managerial or other positions related to Ski Patrol, Summer Ranger, Bike Patroller will be posted on the Aspen Skiing Company website - <https://www.aspensnowmass.com/we-are-different/employment> for a period of seven (7) days, fourteen (14) days during non-winter months, before the position is permanently filled.

7.3 In no event shall members of an Employee's family or anyone who has an intimate emotional relationship with a Supervisor be employed directly under the Supervisor in that department. If such a situation occurs, the Employees involved must decide which of the two will request a transfer to another department, providing an opening exists for which the Employee is qualified. If an opening in another department does not exist, the affected parties will have to determine who will terminate until such transfer opportunity becomes available. If the parties cannot decide, then seniority, as defined in 7.1, will be the determining factor. This will include spouse, children, parents, spouse's parents, brother, sister, grandparents, spouse's grandparents and grandchildren, spouse's brother and sister.

7.4 Employees shall have the opportunity to transfer from one Company worksite to another within the bargaining unit when a vacancy exists for which the Employee is qualified and at a wage commensurate with the position to which they are transferring. Transfer will not jeopardize or diminish the Employee's seniority or status as a member of the bargaining unit.

ARTICLE 8: MEDICAL LEAVE

8.1 APSPA Members who are either full-time, or part-time Advanced Life Support Providers (“ALS Providers”) will receive ten (10) sick days per year. All other members will receive sick pay as outlined for part-time employees in the Employee Resource Guide. With supervisor approval, full-time members and part-time ALS Providers may schedule two (2) sick days in advance. All other sick pay will be administered in accordance with the company’s sick pay policy. See the ASC Employee Resource Guide. For avoidance of doubt, ALS Providers include, but are not limited to paramedics, nurses, physicians, physician assistants, and other medical professionals hired for her ability to practice advance life support techniques – techniques including, but not limited to invasive medical procedures and the administration of medications, excluding EMT – B and lesser certifications.

Employees of the Aspen Highlands ski patrol can count their tenure of service with the former owner and the Aspen Skiing Company to determine sick day eligibility.

8.2 An Employee, who has been granted all eligible sick days and is still disabled, is eligible for short term disability benefits. Eligibility for short-term disability benefits requires medical documentation, a work capacity record, and an approved Medical Leave Request Form. Employees must submit all documentation within twenty (20) days of eligibility or benefits may be denied. Short term disability benefit payments will be equal to 66 2/3 percent of normal monthly earnings up to a maximum of \$2,500.00 per month.

8.3 Short term disability payments will be paid for a maximum of 180 days per approved disability. If an Employee is disabled at the end of the season and has not used his/her maximum disability benefit, the benefit will be continued the following season if the disability still exists until the 180-day benefit has been exhausted and providing the Employee would have been scheduled to work. Employees will be expected to perform light duty work when it is available and when the doctor releases you to perform such work. Failure to accept appropriate modified job assignments may jeopardize disability benefits. Employees shall be eligible for short term disability after one year of employment.

8.4 Members of the bargaining unit who qualify as Year-Round Hourly Employees are covered by Aspen Skiing Company’s Long Term Disability Plan. For more information, Employees should refer to the ASC Employee Resource Guide

8.5 If an Employee is injured on the job, under circumstances in which the Employee’s injury is covered by Workers’ Compensation, and the injured Employee is disabled and unable to work (as determined by the authorized treating physician), the Company will continue the Employee’s wages, for normally scheduled work shifts, during the statutory three-day waiting period.

8.6 Summer Rangers and Bike Patrollers who do not also work as Patrollers in the winter season shall receive three (3) sick days per summer season. Patrollers who are injured or become sick and who use up all of their sick days during the previous winter season shall be eligible for up to three (3) sick days during the summer season while working in their capacity as Summer Rangers or Bike Patrollers.

ARTICLE 9: LEAVES OF ABSENCE

9.1 After thirty (30) days of employment an Employee shall be entitled to a paid leave of absence of up to three (3) consecutive eight (8) hour days that are regularly scheduled work days to attend the funeral of a member of the Employee's immediate family. If out-of-state travel is required to attend the funeral, additional unpaid leave may be granted providing the work requirements make it practical for the Company to grant such leave.

9.2 The immediate family means: spouse, parent, grandparent, child (including as related by marriage), brother, sister, grandchild, parental in-laws, and legal guardian.

9.3 Employees who are summoned to jury duty shall suffer no loss of pay for work time lost up to a maximum of two weeks of jury duty. Jury duty leave pay will not exceed pay for regularly scheduled hours or forty (40) hours per week including any other compensation.

9.4 Employees who are called to act as a witness related to Company business to give testimony in a judicial or administrative proceeding will receive their normal Aspen Skiing Company pay, and will be reimbursed for any reasonable and necessary costs including travel expenses. This time will be considered regular work.

9.5 Employees who suffer a disability (including pregnancy-related disabilities) which is not job related will be granted a leave of absence for up to one (1) year, if necessary, subject to the following conditions:

1. The disability must be supported by competent medical evidence.
2. The Company reserves the right to obtain a second opinion.
3. The Employee will return to the same job status, pay, and seniority providing the Employee is qualified to perform the work with a minimal amount of training and provided there is a job opening within the bargaining unit at the same mountain where previously employed.
4. If there is no opening when the Employee is ready to return, leave of absence may be extended upon mutual agreement until such an opening occurs.

9.6 If the Employee is released to perform less strenuous duty, the Company will use its best efforts to find a lighter duty job at that job's rate of pay for him or her, provided such job exists and an opening is available and the Employee is qualified to perform the work with a minimum amount of training.

9.7 Parental Leave Eligibility—Please refer to the ASC Employee Resource Guide.

9.8 Employees who leave their position with the Company under conditions other than those described above will have to reapply for employment with the Company. At the Company's discretion, Employees may be reinstated above the normal starting position and pay in consideration of their former experience.

9.9 Employees who leave their employment in good standing will, upon their request at the

time of leaving, be placed in the hiring pool (without having to complete the hiring clinic) for a maximum of two (2) years from the time of leaving. If within two (2) years from the time of leaving they desire to return to work, they will then be considered from the hiring pool with all other qualified applicants who have passed the clinic. It is understood that the Company must still comply with its EEO/ Affirmative Action hiring goals and that if the Employee returns to work, he or she may or may not be returned to the same mountain.

9.10 Employees who are reinstated prior to an absence of one (1) year, or in the case of winter season, Employees who are reinstated prior to January 1 following a full winter season absence are eligible to have their benefits and seniority restored. The effective date for all restored benefits will be the first of the month following the Employee's return.

9.11 A personal leave of absence of up to one year may be granted at the discretion of the Patrol Director, subject to the following conditions:

1. During that period of time, no benefits or seniority will accrue. The Employee will be allowed to participate in the Company's medical plan at his/her own expense.
2. If the Employee's activity during the leave of absence will enhance the education and skills of the Employee in the performance of his/her patroller responsibilities or will be for the purpose of attending to the health or welfare of the Employee's family, as determined by the Patrol Director in each circumstance at the time of the approval of the granting of the leave of absence, the Employee will, at the end of the leave of absence, return to his/her former position at the same worksite and at the same pay rate and seniority as he/she had at the time of the granting of the leave of absence. The Employee must be presently qualified to perform the job to which he/she is returning.
3. In the case of a leave granted to subparagraph 2 hereof, any Employee who replaced the Employee on leave of absence shall resume his/her former position at the same worksite as he/she had at the time of the granting of the leave of absence and at the pay rate and seniority as he/she has at the time of the resumption of his/her former position. In addition, in such case, any Employee who was hired by the Company to assume a position that was created as a result of such a leave of absence shall be advised at the time of hiring that such position is temporary for the period of the leave of absence only and that such position may not be available upon the return of the Employee taking the leave of absence. In the event such position is not available and the Employee received satisfactory performance evaluations, such person will be offered a patrol position at one of the other worksites if one exists. If more than one such Employee exists and only one such patrol position exists, the Employee with the highest seniority will fill the position. If there are no patrol openings available, the Employee will be provided an opportunity to return to any other open position in the Company for which that person is qualified.
4. In all circumstances not subject to subparagraphs 2 and 3 hereof, upon return from leave the Employee will be given the first available Patroller job providing an opening exists, or will be placed in a patroller's job on another mountain

provided an opening exists. In the event two Employees are returning from leaves of absence under this paragraph and only one opening exists and provided that the criteria in this paragraph are otherwise satisfied, the Employee with seniority on the mountain on which the opening exists shall be given the opportunity to fill the open position. Otherwise, the Employee with seniority as between the two Employees shall be given the opportunity to fill the open position. In the event that there are no openings for a returning Employee, the Employee will be provided an opportunity to apply for any other open position in the Company. The Employee must be presently qualified to perform the job to which he/she is applying.

5. Upon return, the Employee will resume his/her former seniority and pay rate except that technician, coordinator or leadperson positions may not be available. When their former positions are no longer available, technicians, coordinators and leadpersons may be returned at the top of the Advanced II patroller pay or at their previous pay, if less.
6. Employees returning from this leave of absence must be available to work at the beginning of the winter season following their leave, but will have until December 31 of that year to be returned to work.
7. A personal leave of absence may be granted to an Employee only after the one year anniversary of the beginning of employment of such Employee.

ARTICLE 10: TARDINESS AND ABSENTEEISM

10.1 The Company shall provide a procedure which is continuously available each morning by which Employees who are unable to report to work, or who anticipate that conditions will prevent their timely arrival, can notify their Supervisor or the Company.

10.2 Tardiness or absence which is considered by the Company a reasonable excuse and reported in a timely fashion will be an excused absence. Among other reasons, failure to notify the Company of an anticipated tardiness or absence will be considered unexcused. Employees who accumulate unexcused tardiness reports or unexcused absences will be subject to progressive discipline as provided in Article 8.

ARTICLE 11: HOURS AND WORKDAY; EMPLOYMENT

11.1 The normal work shift for Ski Patrol and Bike Patrollers will be eight (8) or eight and one-half (8 1/2) hours per day. The normal work week will be five (5) days. It is recognized, however, that unusual conditions or business need may shorten or lengthen the work day and/or the work week.

11.2 An Employee may request a reduced work week and/or shift.

11.3 The constant presence of Employees on the job during normal work shifts is of benefit to the Company and its guests. Therefore, Employees shall be afforded the opportunity to take their paid lunch at designated restaurants on the mountains if they choose. The normal time for lunch is thirty (30) minutes and will be paid in a manner consistent as specified by the Colorado

Department of Labor Law(<https://www.colorado.gov/pacific/cdle/breaks>). This may vary subject to daily requirements of the job.

11.4 The initial ninety (90) calendar days of employment will be considered a probationary period. During this period the Company shall provide the Employee training in all necessary skills expected of him or her. If the Employee's performance does not meet the Company's standards, additional training and instruction may be provided; however, the Employee may be terminated at any time during this period with or without documentation in their file. The probationary period may be extended up to an additional ninety (90) days, or until the end of the ski season, whichever comes first, at the Patrol Director's sole discretion. In order to extend the probationary period, the Patrol Director shall advise the Employee that the probationary period will be extended before the original ninety (90) day probationary period expires. At this time the Patrol Director must provide the probationary Employee with a written explanation of any deficiencies in the Employee's performance and the expectations required to rectify any such deficiencies. The probationary Employee's Association Representative shall be provided with a copy of any such written explanation at this same time. At the end of the extended probationary period, or the end of the ski season, whichever comes first, the Patrol Director shall inform the probationary Employee if he/she/they will be asked to return to work the following season. Probationary Employees will be subject to the terms of this contract except for Articles, 4, 5, and 7, 9.4, 9.5, 9.7, 9.8, 9.10, 9.11, 10.2., and 34.2.

11.5 After successful completion of the ninety (90) calendar day probationary period, and any extension thereof, an Employee shall be deemed to be a regular Employee and subject to all provisions of this Agreement.

11.6 Prior to the end of the winter season the Company shall post on the company's website those summer employment opportunities known or anticipated at that time. Interested Employees may apply on-line or in writing to Human Resources.

Employees will be paid at one and one-half (1 1/2) times their normal pay rate for any hours worked in excess of forty (40) hours per work week.

11.7 Fractions of hours worked will be paid based on the actual amount of time worked.

11.8 For overtime computation a work week begins at 12:01 a.m. on Sunday and ends at Midnight on Saturday.

11.9 The Company will continue to provide a paid meal period for Employees required to remain on call.

11.10 Subject to approval of supervision, Employees may trade scheduled days of work with other Employees provided no overtime results.

11.11 Employees will continue to have the right to tune their skis on Company time so long as it does not interfere with their work performance.

ARTICLE 12: HEALTH INSURANCE

12.1 The Company agrees to continue to provide the availability of the health insurance benefits

to Employees on the same basis that it is provided to all of its employees. Please refer to the ASC Employee Resource Guide.

12.2 Employees whose age and years of service, when added together, equal or are greater than seventy-five (75) will be permitted, manpower permitting, to work one-half (1/2) of the required hours for eligibility for the health insurance plan provided for herein and maintain eligibility under such plan. The calculation of an Employee's years of service must include any years or portions of years during which the Employee was on part-time status with the exception that, during the last year prior to becoming eligible for this benefit, such Employee shall be on full-time status. Any Employee who so works the one-half hours schedule will not be adversely impacted in his/her performance appraisal by virtue of such schedule.

ARTICLE 13: TRAINING

13.1 As determined by the Patrol Director, the Company shall provide medical training courses such as OEC, CPR, and EMT recertification. The Company shall provide the medical refresher, lift evacuation practice, and other paid training as needed each season. All Employees may be required to take this training every year; however, they may be excused by the Patrol Director.

13.2 If the Company requires Employees to attend special training or functions beyond the first aid prerequisites for the job, the Company shall pay reasonable costs for this training.

13.3 At an Employee's request, the Company may, at its option, pay in full or in part for job-related special training or other functions. The Company will notify the Employee as to what it will pay before the training or function begins.

13.4 In addition to the medical refresher, the Company will offer 12 hours of State of Colorado approved Continuing Education for the EMT-B. The medical refresher and Continuing Education classes will be taught in-house by qualified instructors each fall. The Company will offer this course in any year when there are enough Employees to warrant a class. In the event of a year when the number of Employees recertifying is too small to warrant a Continuing Education class, the Company will reimburse Employees for 12 hours for the Continuing Education offered by Colorado Mountain College (CMC) classes or the equivalent. In addition, when necessary for recertification, the Company will reimburse the Employee the total cost of completing a State approved EMT-B Practical Examination or recertification through CMC or the equivalent. Employees enrolling in these courses and examinations must receive prior written approval by their Patrol Director. The parties understand that new requirements may be imposed on certified EMTs relating to recertification and that new approaches to recertification course scheduling throughout each year may be recommended or desired. The Company agrees to use reasonable efforts to accommodate such new requirements and new approaches consistent with the provisions and intent of this Article 13.4.

13.4.1 The Company will also reimburse, upon successful completion of a Basic EMT course, one-half the Roaring Fork Valley CMC cost of tuition, or the equivalent, for the course to Employees attaining this certification, provided that the Employee has received prior written

approval from their Patrol Director.

13.4.2 The Company hereby designates its Vice President of Human Resources for Aspen Skiing Company as the contact person within the Company for Employees to notify if they are desirous of recertifying their EMT certification. All notices must be provided prior to August 1. On or before August 31, the Company shall advise the Employees whether it will offer this course during that year.

13.5 Employees who have EMT-B, EMT-I or ALS Provider certification will receive a stipend according to the table below to be applied toward the cost of maintaining their certification. This stipend will be paid by the Company in the form of a check to be distributed within two weeks of the annual medical refresher or within two weeks of the ratification of the contract, whichever is later.

2023 - 2024 contract year:

EMT-B	\$200
EMT-I	\$400
ALS Provider	\$725

2024 – 2025 contract year:

EMT-B	\$200
EMT-I	\$400
ALS Provider	\$725

13.6 Newly hired ALS Providers with no ski patrol experience will be paid at the Tech rate range or above once they are oriented to their mountain procedures, locations and sweeps, and have successfully completed the probationary hiring period. ALS Providers with prior ski patrol experience on other Company mountains who transfer or fill in for other paramedics on other Company mountains will be paid at the Tech rate or above as agreed upon with the patrol director.

A sabbatical leave of absence may be granted at the option of the Patrol Director. Such leave will be for the purpose of increasing an Employee's job skills. Upon return from the leave, the Patrol Director will make the determination as to whether a position will be available.

13.7 Qualified Employees may apply for and, with the permission of the Patrol Director, participate in exchange programs established with the Company's foreign counterparts. All Employees shall remain employees of the company while participating in the foreign exchange and on the Company health plan, at their discretion. However, Employees will not be considered acting in his/her course and scope of employment should he/she become injured while on the exchange program and he/she will not be covered by any of the Company's workers compensation or similar disability benefits. All eligible dependents shall be allowed to maintain their season pass privileges while the Employees are participating in the foreign exchange programs.

ARTICLE 14: HOUSING

14.1 The Company shall make available a minimum of 10 beds in Company employee housing from the employee housing pool for Patrol each winter season. Two beds shall be allocated each for Aspen Mountain, Buttermilk and Aspen Highlands. Snowmass shall receive an allocation of four beds. Each patrol must claim its allotment by October 15 of the applicable year. If the Patrol does not claim its allotment, then it must first offer its allotment to the other patrols, then it must return its allotment to the general pool by November 1 of the applicable year. Any Patroller receiving a bed under this Section shall be allowed to use it for the 11 ½ month period following receipt that bed in the previous November.

ARTICLE 15: LOCKERS

15.1 The Company will provide locker facilities for Employees in order to change in and out of uniform and store ski equipment necessary for the job. However, the Company cannot assume responsibility for the loss or theft of personal belongings as they cannot be covered by the Company's insurance.

ARTICLE 16: SKI RENTALS

16.1 The Ski Rental Shop at all 4mountain sports will make skis available to Employees' families at the Rental Shop's discretion at discounted rates.

ARTICLE 17: SKI PASSES AND EXCHANGE COUPONS

17.1 The Company will continue its policy of providing ski passes to Full-time status Employees and their dependents, subject to revoking the passes for disciplinary reasons. The Company shall provide Dependent passes to spouses of Full-time status Employees and dependent children twenty-one (21) years of age and under. Filing for legal separation will be considered to have terminated the marital relationship. Part-time status Employees will be provided with passes as set forth in the ASC Employment Resource Guide. EMT-P Employees who work a minimum of sixteen (16) hours per week averaged out across the season will be provided with ski passes and dependent ski passes by the Company. Casual Employees shall receive season lift passes; however, no season lift passes will be issued to their dependents.

17.2 Exchange and discount coupons will be given to Employees as follows: Two (2) complimentary exchange and two (2) discount coupons plus two (2) additional discount coupons for each year of service with the Company up to a maximum of ten (10) discount coupons.

Employees who are new employees of the Company are not eligible for coupons their first year of employment; in the second year of employment, the first year of service is to be included in calculating the number of coupons they are eligible for. Vouchers for Company discounts and lift passes will be provided to eligible Employees when they pick up their ski passes at the Company ticket office.

17.3 Employees who retire from the Company in good standing and not as a result of termination for cause after having completed twenty (20) or more consecutive years of service (including provisions of break in service) are eligible for a complimentary season lift pass for themselves and their spouses in each of the following ten (10) consecutive years. This benefit is non-assignable,

non-transferable, and is subject to review each season.

17.4 The Company may continue to provide Colorado Ski Country Discount Cards subject to the Colorado Ski Country restrictions.

17.5 After thirty (30) consecutive years of employment with the Company, the Company will provide the Employee and spouse lifetime ski passes.

17.6 Employees whose age and years of service, when added together, equal or are greater than seventy-five (75) shall be permitted, manpower permitting, to work one-half (1/2) of the required hours for eligibility for a ski pass and ski passes for dependents. The calculation of an Employee's years of service shall include any years or portions of years during which the Employee was on part-time status with the exception that, during the last year prior to becoming eligible for this benefit, such Employee shall be on full-time status. The calculation of hours worked will be averaged from the past three (3) seasons.

ARTICLE 18: RESTAURANT DISCOUNTS

18.1 If a restaurant owner or operator is willing to provide meal discounts to ASC employees, the Company will pass on to Employees whatever the restaurant operator agrees to.

ARTICLE 19: EMPLOYEE ASSISTANCE PROGRAM

19.1 The Company will continue the Employee Assistance Program. Please see the Employee Resource Guide.

ARTICLE 20: TRANSPORTATION SERVICES

20.1 Employees are entitled to use whatever bus service is offered to other hourly paid employees.

20.2 If other transportation services are made available for any hourly paid employees, the Company will attempt to make these services available to all interested Employees.

ARTICLE 21: EMERGENCY EQUIPMENT

21.1 The Company shall provide Employees with necessary emergency equipment, which includes, but is not limited to medical equipment, avalanche control and rescue equipment, and special equipment for lift and cliff evacuation. The Company shall decide, with consultation from Employees, what medical supplies and equipment are necessary for carrying out the job and for search and rescue missions.

ARTICLE 22: UNIFORM CHANGING

22.1 See the Employee Resource Guide.

ARTICLE 23: EQUIPMENT AND SUPPLIES

23.1 The Company shall provide up to three (3) ski tunes per year to each full-time ski patroller through the use of any on mountain of 4 Mountain Sports location. Ski tuning services offered under this section are subject to blackout dates reasonably established by 4 Mountain Sports.

23.2 The Company will continue its policy of furnishing ski tuning equipment, tools, p-tex, wax, dryers, bench equipment, grain scoops, ice picks, scrapers, vacuum cleaners, and the like. The Company reserves the right to discontinue the use of tools if they are abused or excessively missing.

ARTICLE 24: PRO DEALS

24.1 Department Heads will continue the past practice of verifying Employee's employment when pro deals of other discounts are offered by suppliers.

ARTICLE 25: ADVERTISING

25.1 The Company reserves the right to approve the appearance of Employees in media commercials if identification of the Employee will be linked to employment with the Company.

ARTICLE 26: UNIFORM CLEANING, REPAIR, AND ALTERATIONS

26.1 The Company will make the determination as to the tidiness and cleanliness of Employee uniforms. If the Company determines that uniforms need cleaning and/or repair (through normal wear and tear), the Company will pay for such cleaning and repair, provided that the Employee first obtains approval from the Patrol Director, the Company will also pay for alterations. The Company will not pay for uniform repair if the damage was done through misuse or neglect.

ARTICLE 27: TRAVEL ACCIDENT POLICY— Please refer to the ASC Employee Resource Guide.

ARTICLE 28: DISCOUNT PROGRAMS

28.1 The Company shall include Employees in discount programs and promotions with outside businesses that have been worked out for other Company employees.

ARTICLE 29: 401K SAVINGS PLAN

29.1 The eligibility, contribution levels, vesting, investment options, Company matching contributions and other Aspen Skiing Company 401k Savings Plan provisions will be the same as that for all Company employees. Refer to the ASC Summary Plan Description for a detailed Plan description.

29.2 In the event that the requirements are changed, bargaining unit Employees who meet the new requirements will be eligible to participate in the plan.

ARTICLE 30: PERSONAL DAYS

30.1 APSPA members who are either Seasonal Full-Time Hourly, or Part-Time ALS Providers are eligible for Personal Days after one season of employment. After the eligibility period has passed, employees will receive three (3) scheduled shifts up to twenty-four (24) hours in the winter and four (4) scheduled shifts up to thirty-two (32) hours in the summer. Personal time must be used during that defined season or it will be lost, it does not carry over from one season to the next. Once a person gives their notice of resignation, they will no longer be eligible

to use paid personal time. These hours do not roll over year after year, or after the season end for seasonal employees, and they are not paid out upon termination.

ARTICLE 31: VACATION PAY

31.1 Vacation pay for Year-Round Hourly Employees will be calculated based on regular hours worked. The base will include sick and vacation hours. The calculations will use the following formulas:

0 through 2 years	80 hours
After 2nd year and through 5 years	120 hours
After 5th year and through 9 years	140 hours
After the 10th year	160 hours

31.2 All vacations will be calculated as of the Employee's year-round anniversary date. Year-Round Hourly Employees may be paid vacation pay in the Spring at the discretion of the Patrol Director.

ARTICLE 32: DEFINITIONS

32.1 EMPLOYEE CLASSIFICATIONS

- A. **Year-round Hourly Employees** are hourly Employees hired into full-time, non-seasonal positions. Employees holding seasonal hourly jobs may move to this status after working six (6) months, full-time providing full-time work is available and a minimum of 1,250 regular-time hours annually is budgeted, scheduled and maintained.
- B. **Seasonal Hourly Employees** are Employees working two or more days per week, regularly scheduled, in a seasonal position.
- C. **Seasonal Casual Employees** are Employees work up to 250 hours each season, and less than eighteen (18) hours per week as averaged out across the season.

32.2 EMPLOYEE STATUS WITHIN THE ABOVE CLASSIFICATIONS

- A. **Full-time status** is defined as any Year-round Hourly or Seasonal Hourly Employee scheduled to work an average of a minimum of thirty (30) hours per week.
- B. **Part-time status** is defined as any Year-round Hourly or Seasonal Hourly Employee scheduled to work an average of eighteen (18) to twenty-nine (29) hours per week.
- C. **Casual status** is defined as any Seasonal Hourly employee not regularly

scheduled to work and who works less than eighteen (18) hours a week.

32.3 **BREAK IN SERVICE POLICY.** Employees who leave their position with the Aspen Skiing Company and are rehired to the same or another position with the Company are eligible to have their benefits restored; providing not more than one (1) season is missed and the Employee is rehired before January 1 of the subsequent season. Year-round hourly Employees will have 12 months to rehire, based on their date of termination of employment, and have their benefits restored.

ARTICLE 33: LAYOFF AND RECALL

33.1 It is recognized that the ski and summer resort industries are seasonal in nature. Therefore, seasonal Employees will be seasonally separated when their work ends at the conclusion of each ski or summer season and re-employed at the commencement of the next season based on the needs of the operation. When the ski area opens for normal operations during the respective ski or summer season, Employees who have received a satisfactory or better performance score and have not been discharged through the disciplinary procedure will be recalled provided that the work is available.

33.2 During each season it is the supervisor's responsibility to inform an Employee in a timely manner if he or she is failing to meet expectations so that the Employee will have an opportunity to improve prior to the end of the season. At the end of season evaluation this Employee will be told if he or she will be eligible for recall.

33.3 Days off, recall, seasonal separations and lay-offs will be determined by separate seniority for Employees at each Mountain, but it is recognized that those jobs with special skills will be assigned on the basis of need. Employees who job-share will add up their seniority and divide by two (2) to determine their joint seniority.

33.4 Employees who are seasonally separated or laid off will maintain eligibility and their elective participation in the health, 401k, flex spending, and other plans as defined in the ASC Employee Resource Guide. In the event an Employee is not recalled at the beginning of the next ski season or an Employee notifies the Company that he/she will not be available for recall at the beginning of the next ski season, such Employee's participation in the Company's plans as defined in ASC Employee Resource Guide will terminate in accordance with the provisions of those plans.

33.5 The difference between a seasonal separation and a lay off is that a lay off is directly related to an unexpected temporary condition after the beginning of a ski or summer season whereas a seasonal separation occurs at the end of each ski or summer season when it is known in advance that the work will end.

ARTICLE 34: WAGES AND COST OF LIVING ADJUSTMENT ("COLA")

34.1 This Agreement is Effective as of the November 5, 2023, and Agreement, any back pay amounts will be adjusted within a 30-day period.

The hourly rate ranges and COLA adjustments for Employees for the new Agreement Term will be as follows:

Level	Wage Range Minimum 2023/2024	Wage Range Minimum 2024/2025	COLA for 2023/2024
Basic	\$23.00	\$24.00	6.4%
Advanced I	\$24.00	\$25.00	6.4%
Advanced II	\$25.00	\$26.00	6.4%
Specialist (Tec., Coord., Lead	\$26.00	\$27.00	6.4%

Examples of Updated Rates for 2023-2024 season:

- 1) A new employee hired as a Basic Patroller shall have a base wage of \$23.00 with an increase to \$23.50 following the successful completion of the probationary period
- 2) A current Basic Patroller that makes \$22.00/hr shall have a new Base Wage of \$23.00 plus 6.4% of \$22.00 for a total Base wage of \$24.40
- 3) A current Specialist Patroller that makes \$31.25/hr shall have a new Base Wage of \$31.25 plus 6.4% of \$31.25 for a total Base wage of \$33.25.
- 4) A current Specialist Patroller that makes \$34/hr shall have a new Base Wage of \$34 plus 6.4% of \$34 for a total Base wage of \$36.18.
- 5) A current Basic Patroller that makes \$26/hr, and returns as a Specialist shall have a new Base Wage of \$27.66, or more at the discretion of the Patrol Director.

Examples of Updated Rates for 2024-2025 season:

- 1) A new employee hired as a Basic Patroller shall have a base wage of \$24.00
- 2) A current Basic Patroller that makes \$24/hr, and returns as a Specialist shall have a new Base Wage of \$27.00, or more at the discretion of the Patrol Director plus the COLA offered to ASC employees.

Upon reaching any specific wage, a patroller shall suffer no reduction in their hourly wage rate, unless the patroller has a corresponding reduction in skill or responsibility, or has left a supervisory position for a normal patrol position.

The effective date of the pay for COLA and wage increases is the start of the beginning of the first full pay period in November.

In 2024, first year Association Members shall receive without additional negotiation or consideration the greater of \$1.00 or any wage increase, discretionary or otherwise, offered to ASC Company hourly employees as a whole.

From time to time, the Company, at its sole discretion, may provide Association Members a pay increase commensurate to pay increases offered to other, non-bargaining unit hourly employees across the Company; these wage increases do not require additional consideration, but should be memorialized in a written amendment to this Agreement.

The Association members shall receive COLA at the same percentage rate provided to all other hourly ASC employees for each year of the Term of this Agreement. COLA will apply to all wages, including the base wages in each category.

Wage caps shall change in direct proportion to any COLA increases and nominally with any

discretionary wage increases to prevent any patroller from being wage capped.

For the staffing of Special Events, the Company shall guarantee of eight (8) paid hours per event to any patroller that agrees to work the Special Event. For avoidance of doubt, if a patroller has a shift that is adjacent and within the same calendar day as a Special Event, then the patroller will receive compensation for hours worked, and will not receive the eight (8) hour minimum.

34.2 Employees will be classified into one of the above-referenced Skill Levels. Bike Patrollers will be classified into the Basic, Advanced I, or Advanced II Skill Levels. Skills standards will be negotiated with the Directors on each individual mountain. Upon obtaining the requisite skills as determined by the Patrol Director, Employees may advance to the Basic, Advanced I or Advanced II Patrol Skill Level. Technicians, Coordinators and Lead People will be appointed by the Patrol Director or Summer Supervisor. The Patrol Directors will notify Employees before their performance evaluation as to what skills will be necessary to achieve each Skill Level category.

34.2.1 In the event an Employee regularly assumes responsibilities of a Lead/Coordinator position when (a) such Lead/Coordinator is not working and (b) such responsibilities are not encompassed among those of any other patrol position at the worksite, the Employee will be paid a wage for those days that the Employee assumes such responsibilities, provided that said Employee assumes the Lead/Coordinator position for one or more pay periods. Such wage must be within the rate ranges for the Lead/Coordinator position and will specifically be determined in connection with the performance appraisal process of the Employee.

34.3 As of May 1st of each year, the "Base Wage" (defined as the total regular work hours of the individual Employees multiplied by their respective individual hourly wage rates) during the previous winter season will be calculated. The calculation of the total of the Base Wages for the winter season will be made available to the Association each year in May.

34.3.1 As of November 1st of each year, the base wage during the previous summer season will be calculated. The calculation of the total of the Base Wages for the summer season will be made available to the Association each year in November.

34.4 Employees will be evaluated by their Patrol Directors or their designee according to the agreed upon performance appraisal system. Employees may submit written comments to their respective Mountain Managers regarding patrol supervisor performances. Employees may participate in 360 reviews of any patrol supervisor through the mountain manager; if none are requested, 360 reviews on supervisors must occur every other year.

34.5 New and returning Employees in winter and summer jobs will have their performance/pay appraisals take place no later than three weeks prior to the scheduled departure date for each Employee. A completed copy of the performance/bonus evaluation form will be provided to each Employee at the time of the appraisal.

34.6 At the end of each ski season, the Company will also pay to each eligible Employee a bonus. The Bonus will be based upon each of the following three criteria:

1. Guest Relations

2. Teamwork and Attitude
3. Technical Proficiency

The Bonus will be calculated as follows: Leveraging the existing evaluation sheets, an employee shall be provided with a bonus of up to \$1.00 for a “meets expectations” evaluation and up to \$1.50 for an “exceeds” evaluation. Patrollers receiving a “needs improvement” evaluation shall receive no bonus. That amount will then be multiplied by the hours the employee worked in that most recent season.

For example:

- 1) A patroller’s scores on the evaluation resulted in a \$0.75 bonus value. The employee worked 900 hours in the most recent season, therefore the patroller’s bonus would be \$675.00.
- 2) A patroller’s scores on the evaluation resulted in a \$1.25 bonus value. The employee worked 1100 hours in the most recent season, therefore the patroller’s bonus would be \$1375.00.

In the event of a Catastrophic Year, which is defined as a ski season wherein the skier visit number is below 720,000, the Company, in its sole discretion, may elect to give no raises.

34.7 A bonus program is being offered to all Employees for the current ski season with the intent of focusing daily awareness on our company’s workplace safety initiatives and practices. It is the company’s strong belief that enhanced visibility on workplace safety will lead to fewer accidents and an increased quality of life for our employees.

For the 2023-2024 season, if the net total for Ski Patrol workers’ compensation costs for actual and reserve dollar changes as set forth below is less than any of the totals listed in the table below (“Total Claims”) each patroller will receive a bonus equal to the corresponding amount in the table.

If Total Claims are less than	Patroller bonus will be
\$250,000.00	\$125.00
\$230,000.00	\$250.00
\$210,000.00	\$375.00
\$190,000.00	\$500.00

Bonus payments, if made, will be one-half the amounts listed above for patrollers working between 100 and 400 hours in a skiing season. No bonus payment will be paid to patrollers working less than 100 hours in a skiing season.

The value of the Total Claims for patrol workers’ compensation bonuses will be determined based on the net total of the actual and reserve dollar changes charged to the patrol department for the 2023-2024 skiing season or the 2024-2025 skiing season. The value will be determined using changes made between the ending date of the previous year’s bonus calculation and ending with the last mountain shut down date. Bonuses, if applicable, shall be paid within the two-week pay period following the last ski mountain to shut down of the 2023-2024 or 2024-2025 skiing season. Catastrophic workers’ compensation costs paid by the Company’s excess insurer will not be included in the

bonus calculations. In the event of a payout, any workers' compensation claims made after the final mountain shut down date and bonus payment will be charged against the following skiing season's bonus budget.

34.7.1. Summer Association Members (Bike Patrol and Summer Rangers)

34.7.2. Summer Association Members will receive the same wage increase as Winter Members, as outlined in Article 34.1. Summer wage increases will go into effect on the start of the Summer season.

34.7.3. Summer Association Members will receive the same bonus as Winter Members, as outlined in Article 34.6. The bonus evaluation will be the same as for Winter Employees, with criteria changes as seen fit by Summer managers.

34.7.4. Employees who are newly hired as Bike Patrollers shall be paid at their winter rate, except that techs, leads or coordinators will not be paid more than the top of the Advanced II rate range, unless hired as a tech, lead or coordinator for the summer season, or unless his/her pay rate as an Advanced II is higher than the top of Advanced II range. Bike Patrollers who are also Ski Patrollers and who are currently being paid at a higher rate during the summer than their winter rate shall remain at their higher rate during the summer. Employees who are currently employed as Bike Patrollers and who are paid less than their winter wage shall be paid their current winter wage beginning in the summer of 2008. From then on winter and summer wages may vary with subsequent seasonal evaluations and merit raises. Skill Level classification for Bike Patrollers during the initial hiring will be negotiated with the Directors on each individual mountain with consideration given for those skills that the Employee brings to the Bike Patroller position from the Employee's winter position responsibilities. Employees who are Patrollers and who serve as fill-in Bike Patrollers shall be paid subject to the same wage exceptions and conditions as newly hired Bike Patrollers as stated above. Employees who are on-call shall be paid the minimum wage for the period that they are on-call.

34.8 Performance Appraisal Appeal Process. Employees 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 One:

To assure prompt attention, complaints should be submitted within five (5) days of the appraisal interview.

Complaints are presented orally to the Employee's immediate Supervisor.

The Employee submits the complaint personally, but may elect to have a fellow Employee appear with him.

The Supervisor should make every effort to resolve the problem at this initial step. The complaint should be written out, whether resolved or not, so there can be a permanent record, and signed by the Supervisor and Employee.

Step Two:

If the problem cannot be settled by the Employee's immediate Supervisor and Department Head, the Supervisor should, within two (2) working days, indicate steps taken to resolve the problem.

The written complaint is then submitted directly to the Area Manager.

The Area Manager will attempt to resolve the question and respond within two (2) days. When the complaint cannot be resolved by the Area Manager it will be referred to Human Resources for interpretation and recommendation to the General Manager or the appropriate Vice President.

ARTICLE 35: EQUIPMENT ALLOWANCE

35.1 The Company will provide each Employee with an equipment allowance for each the then current contract years according to the table below. Bike Patrollers whose job requires use and maintenance of a bicycle will also receive an equipment allowance as shown below.

	Full Time	Part Time & On-Call: Rangers
Patroller	\$1350 (increased to \$1400 in 2024)	\$1000 (increased to \$1050 in 2024)
Aspen Ranger	\$1000	\$600

Bike Patroller

The 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.

Patrollers will receive the allowance in the form of check to be distributed within two weeks of the annual medical refresher or within two weeks of the ratification of the contract, whichever is later. Bike Patrollers will receive the allowance in the same form to be distributed within two weeks of their start with the Bike Patroller job. Casual Employees will receive a Part Time Equipment Allowance upon completing the required number of hours (80) in a season.

35.2 The equipment allowance is intended to help Employees enhance the safety of their personal equipment. While skis, boots, bindings and poles are considered to be the primary uses of the allowance for Patrollers and bicycles the primary use for Bike Patrollers, other ski/job related equipment is also considered appropriate. Upon request, and prior to the end of season performance appraisal, Employees will present receipts detailing the disposition of the allowance. Usage of the allowance will be measured on the performance appraisal as a safety related matter. Additionally, the Company shall make used premium demo skis and rental skis available to all Patrollers for the 2023-24, and 2024-25 seasons. The price for the 2023-2024 season will not to

exceed \$250 plus tax inclusive of the skis and bindings, but is subject to change for the 2024-2025 season; however, the skis will still be offered at steeply discounted prices. Due to the limited availability, and desire for specific lengths and styles of skis, the Company will make reasonable efforts to source comparable skis from its inventory of available skis beyond the inventory made available during the negotiation of this Agreement if a specific style or type of ski is requested by a patroller. Used skis from the 4 Mountain Sports rental fleet shall also be made available for purchase by the patrollers at steeply discounted prices.

ARTICLE 36: DRUG TESTING POLICY—Refer to the ASC Employee Resource Guide

ARTICLE 37: EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION—Refer to the ASC Employee Resource Guide.

ARTICLE 38: DEFINITIONS:

38.1 The definitions in the Addendum are incorporate herein.

ARTICLE 39: ENTIRE AGREEMENT

39.1 The Company and the Association agree that the foregoing constitutes the entire agreement between the Company and the Association. All matters subject to bargaining under the National Labor Relations Act, as amended, have been the subject of bargaining between the parties hereto and it is agreed that this Agreement will not be opened to further bargaining on matters contained in this Agreement or on any other matter during the life of this Agreement, nor shall any party be compelled to bargain on any subject during the term of this Agreement. It is further understood that this Agreement constitutes a full statement of the relationship between the parties, and supersedes all other agreements or amendments, written or oral, that exist or may have existed between the parties or between the Company and an Employee or group of Employees. All past practices, obligations or customs existing on or before the date of ratification of this Agreement are hereby abolished. No other documents, including without limitation, the Company's Employee Resource Guide as currently written or as it may change, shall be applicable to this Agreement unless expressly stated otherwise herein or as an addendum hereto.

39.2 During the term hereof, the parties agree to have conversations between them regarding the development, evolution, modification, amendment or implementation of policies, programs, or plans of the Company as may be appropriate. Any such conversations will not be deemed as the opening of negotiations, bargaining, or discussions of any type under this Agreement.

ARTICLE 40: TERM OF AGREEMENT

40.1 This Agreement will be effective from the November 8, 2023 and shall remain in full force and effect through April 30, 2025 for all of its terms and conditions except as otherwise provided in this paragraph, and shall be renewed from year to year thereafter through written agreement of the Parties, unless terminated or changed pursuant to the following conditions:

- (1) If either party elects to terminate the Agreement, such party shall, on a date not less than forty-five (45) days, nor more than sixty (60) days prior to the expiration date of the Agreement, give written notice to the other party of intention to terminate, and by such action the Agreement shall, for all purposes, terminate as

of the expiration date of the Agreement.

- (2) It is the expectation of both parties that the provisions of this Agreement will be negotiated upon renewal; therefore prior to the expiration, the parties shall select a series of dates for negotiation. The Association shall present its terms for renewal at the initial meeting. An initial written notice outlining the desired changes will be sent thirty (30) days prior to the expiration of this Agreement. Negotiations will not be limited by this notice. Any failure to send this notice will only delay negotiations.

ARTICLE 41: NOTICE

41.1 Any notice, request, claim, demand, or other communication between the parties required or permitted by this Agreement, or otherwise made in connection with this Agreement must be in writing and will be deemed effective: (a) when delivered in person; (b) on the next business day if interoffice mail, with confirmation of delivery; or (c) upon transmission if sent by electronic mail, provided that the sender shall also either send a hard copy of the notice on the same business day in accordance with one of the other transmission methods as confirmation of delivery or obtain written acknowledgement of receipt of the notice from the recipient. In each of the foregoing cases, notice must be addressed as follows (or at such other address for a party as specified in a notice given in accordance with this Article):

If to the Association:

ATTN: Luke DeMuth

APSPA.us@gmail.com

If to COMPANY:

Aspen Skiing Company
ATTN: David Clark
P.O. Box 1248, Aspen, CO 81611

dclark@aspensnowmass.com

IN WITNESS WHEREOF, the parties above named have signed their names and affixed the signatures of their authorized representatives as of this 10th day of November 2023.

ASPEN SKIING COMPANY, LLC:

By: 
Title: CEO

ASPEN PROFESSIONAL SKI PATROL ASSOCIATION:

By:  (President)

By:  (Aspen)

By:  (Buttermilk)

By:  (Highlands)

By:  (Snowmass)

ADDENDUM: DEFINITIONS

Capitalized terms used herein and not otherwise defined shall have the meanings set forth in this Addendum; this Addendum is not an exhaustive list of definitions.

“**ALS Provider**” has the meaning set forth in Section 8.1.

“**Area Manager**” means the Company manager responsible for a particular worksite within the Company.

“**Association**” has the meaning set forth in Section 1.1.

“**Association Representative**” has the meaning set forth in Section 3.1.

“**Catastrophic Year**” has the meaning set forth in the Section 34.6.

“**Company**” has the meaning set forth in the Section 1.1.

“**Company Supervisor**” means an employee of the Company in a supervisory capacity.

“**Employee(s)**” has the meaning set forth Section 1.2.

“**Minimum Employee Qualifications**” includes the requirement of having a current OEC (Outdoor Emergency Care) or EMT (Emergency Medical Technician) card, plus a current professional-rescuer CPR card.

“**Parties**” has the meaning set forth in the Section 1.1.

“**Patroller(s)**” has the meaning set forth Section 1.2.

“**Serious Offense**” has the meaning set forth Section 5.8.

“**Ski Patrol Director**” or “**Patrol Director**” means the manager of the ski patrol at a particular worksite within the Company.

Notwithstanding other provisions of this agreement, all references to “**Patrol Director**” means “**Mountain Manager**” in the case of the Bike Patrollers.

“**Special Events**” are events taking place outside of normal, on-going, or seasonal ski area

operations, which include, by way of example, XGames, World Cup, and NASTAR Nationals.

“**Summer Season**” is defined as the period from April 22 through October 21.

“**Winter Season**” is defined as the period from October 22 through April 21 of any given year.

The use of ‘**will**,’ ‘**shall**,’ and ‘**must**’ in this Agreement is for the purpose and with the intent to create an obligation on a party. The use of may does not create an obligation, but is an expression of possibility of action or outcome.