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COLLECTIVE AGREEMENT

Between

GREAT CANADIAN RAILTOUR COMPANY LTD.

and

THE CANADIAN BROTHERHOOD OF RAILWAY, TRANSPORT AND GENERAL WORKERS

Effective: Expires:

November 1, 1992 October 31, 1996

COLLECTIVE AGREEMENT

Between: Great Canadian Railtour Company Ltd.

(hereinafter referred to as "the Company" or "the employer")

And Canadian Brotherhood of Railway, Transport and General Workers

(hereinafter referred to as "the Union")

(hereinafter referred to collectively as "the parties")

Effective: November 1, 1992

Expires: October 31, <u>1996</u>

PREAMBLE

It is the mutual interest of the parties: Canadian Brotherhood of Railway, Transport and General Workers and <u>Great Canadian Railtour Company Ltd.</u> to promote a harmonious labour/management relationship free of strife and discord, create **a** safe and pleasant working environment for all the employees, **and** together promote and develop **a new** concept of tourist railtour service in Canada.

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.1 The Company recognizes the CBRT and GW as the sole collective bargaining agent with respect to wages, hours or work, and other working conditions for employees of the Company, as per Article 3.
- 1.2. Where the masculine gender appears in this Agreement, it shall **also** infer the feminine or vice versa.
- **1.3 A** new employee shall at time of hire apply **for** membership in the Union. **If** accepted, he shall become and continue to be a member of the Union in good standing, as a condition of continued employment.
- 1.4 The Company agrees to deduct from each employee's pay the amount of any Union dues and general assessments, and remit same to the Union subject to the provisions of the Canada Labour Code. Dues deducted shall be forwarded to the National Secretary-Treasurer of the Union by the 15th day of the month following, and shall include a list of the names of the employees so deducted.
- 1.5 Should there be a "sale of business" within the context **of** the Canada Labour Code, the provisions of this collective agreement shall be binding upon any successor or merged company or companies or any successor in the control of the Corporation.
- 1.6 **The** Company accepts that **a** function of Supervisors **is**, but not limited to, directing the **work** force.
- 1.7 The Company will hire all employees.
- 1.8 The Company agrees not to enter into any agreement or contract with the Union employees, individually or collectively, **which** in any way conflicts **with** the terms and provisions of the Agreement. Any such agreement will be null and void.
- 1.9 This Agreement may be amended, revised or altered at any time upon mutual agreement in writing between the Company and the Union,
- 1.10 The Union shall elect a Chief Shop Steward and one (1) Shop Steward per round trip from among its members in the bargaining unit and shall notify the Company, in writing, forthwith of such appointments and deletions of those employees so elected. The Company will recognize the Shop Steward and Committee members and not discriminate against them for lawful Union activity as long as it does not reasonably interfere with regular work. If possible, the Company will notify the Union forty-eight (48) hours prior to the dismissal of a Shop Steward, giving the reason in writing.

- 1.11 The Company shall not discriminate against any of the employees who are members of the Union Committee and who, from time to time, represent other employees.
- 1.12 The Union shall promptly notify the Company in writing of the names of the employees comprising the Union Committee and of any changes in the personnel thereof. The Company shall inform the Union, in writing, of the supervisors with whom said accredited Representatives shall deal and any changes in personnel thereof.
- 1.13 The Union agrees that there will be no Union activities carried out during working hours, expect those necessary in connection with the administration of this Agreement. Accredited Representatives of the Union shall have access to the Employer's premises during working hours for the purpose of adjusting disputes.
- 1.14 The Company shall not require an employee covered by this Agreement to cross a legal picket line or to deliver any product or goods to any person, or employees or any persons with whom a Union has a legal picket around or against.
- 1.15 It is mutually agreed that there shall be no strike, lockout or slowdown, whether sympathetic or otherwise, during the term that this agreement shall be in force.

ARTICLE 2 - SENIORITY AND ABILITY

- **2.1** A seniority date for each employee will be established based on date of hire. If more than one employee is hired on a particular day, relative seniority will be based on which employee was hired first.
- All Seasonal Car Attendants (hired after August 15,1993) will be on probation for the first ninety (90) days. All Seasonal Car Attendants (hired after August 15, 1993) recalled will be on probation for the first thirty (30) days for the second subsequent season.
 - All Casual Seasonal Car Attendants (hired after August 15, 1993) will be on probation for the first six (6) train cycles worked during the first season. All Casual Seasonal Car Attendants (hired after August 15, 1993) recalled will be on probation for the first (4) train cycles worked during the second subsequent season.

When a Casual Seasonal Car Attendant's category changes to Full Time Seasonal Car Attendant, the probation period for the Seasonal Car Attendant applies with the understanding that the combined probationary periods cannot exceed the time allowed for the Full Time Seasonal Car Attendants,

- A seniority list will be posted and a copy provided to the Union at the time of posting once a year; seven (7) days prior to the first Spring operation.
- When a former employee is <u>recalled</u> in <u>the</u> subsequent year, that employee will retain his seniority relative to all other employees also <u>recalled</u>.
- **2.5 An** employee who holds seniority within the bargaining unit and accepts an excluded, non-schedule or official position with the Company shall forfeit all seniority rights under this Agreement after the completion of ninety (90) days of such excluded employment.
- 2.6 Seniority will prevail for the purpose of lay-off and recall.
- **2.7 Any** and all disputes regarding seniority can only **be** grieved within seven (7) **days** of the annual seniority list being posted.

ARTICLE 3 - CLASSIFICATION

3.1 There will be one classification for employees for **purposes** of this Agreement:

Seasonal Car Attendant <u>or Casual Seasonal Car Attendant</u> - Performs **all** customer service functions on-train, and various related functions during on-duty time at home and **away** from locations. All **Car** Attendants will report to, and at all times work under the direction of the Director, <u>Customer</u> Services or her/his supervisory **staff.**

ARTICLE 4 - JOB DESCRIPTIONS

New job classifications may be implemented at any time and the wage rates shall be established by negotiations between the parties. New job classifications may be filled prior to reaching a negotiated Agreement on the wage rates on the understanding that a disagreement shall be subject to the grievance procedure. The Union shall be advised as much in advance as possible of any new proposed classification.

ARTICLE 5 - LAYOFF AND RECALLING

- 5.1 The Company operates the Rocky Mountaineer, **a** seasonal tourist railtour operation. At the end of the season, all Seasonal Car Attendants will be laid off.
- **5.2** la) The Company will <u>recall</u> an employee based on the employee's seniority.
 - (b) The Seasonal Car Attendant must inform the Company not later than sixty (60) days prior to the start of training (such date to be stated in writing to each employee within 30 days of the end of the previous year's season) of their intention to return or not return for the next season. It will be the responsibility of the employee to ensure that the required notice is provided to the Company and the Union.
- 5.3 When a employee is <u>recalled</u>, his seniority will be determined as per Section 2.4.
- All recalled employees will make themselves available at a mutually agreed time for a start of the season interview prior to the start of the training.

ARTICLE 6 - CONSISTS PER TRAIN

Each crew consist per train will be based on not less than one Seasonal Car Attendant per passenger car.

ARTICLE 7 - WORK SCHEDULE

- 7.1 The Company designs all work schedules.
- 7.2 The Company will advise the **Union** seven (7) days prior to posting the work schedule for the season.
- 7.3 The Company will advise employees of the work schedule and any subsequent modification.
- The Company shall have the work schedule roll ahead at least two weeks in advance.
- Employees will be expected to be available for non-train service during normal business hours (8 am to 6 pm) except for departure/arrival station duty or in case of some emergency.
- The Company shall provide at least 48 hour notice on assigning work except for replacing a staff member for short notice sickness, an emergency or for any other reason beyond the Company's control. Also, it is recognized by both parties that wherever possible, it is desirable to avoid working back-to-back train cycles.

ARTICLE 8 - VACATIONS

8.1 At the completion of each tour season, the Company shall pay vacation pay on the following **basis:**

Full-time:

4% of wages • less than three (3) seasons seniority

6% of wages - less than or equal to five (5) seasons seniority

8% of wages - greater that five (5) seasons seniority

Casual:

4% of wages - all levels of seniority

8.2 Being a seasonal operation no vacations can be taken **during** the tour season.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.1 (a) If an employee worked on the statutory holiday he shall be paid €or the statutory holiday as well as one and on-half (1-1/2) times his rate for that day.
- (b) If the employee did not work the Statutory Holiday, he/she should be paid for eight (8) hours at the hourly rate as per Section 15.10.
- 9.2 The ten (10) Statutory Holidays are the following:

New Year's Day
Good Friday
Victoria Day
Canada Day

Thanksgiving **Day**Remembrance Day
Christmas Day
Boxing **Day**

Civic Holiday (first Monday in August)

Labour Day

ARTICLE 10 - UNIFORMS

- 10.1 The employee is responsible for the Company issued uniform.
- 10.2 The employee is responsible for maintaining the uniform in a clean and well maintained condition.
- 10.3 Employees required to wear uniforms will be provided with such uniforms at no cost to the employee.
- Employees shall receive a cleaning allowance of <u>ten dollars (\$10.00)</u> per pay period. However, if the Company provides the uniform cleaning, this charge does not apply.

ARTICLE 11 - MEALS AND OUT-OF-TOWN LODGING

Employees in active service on a train or at turnaround points will be granted three (3) meals per day. Meals on the train will **be** of the same quality and kind as received by the passengers. If employees are held away **.from**their home location they will be paid a meal per diem of \$30.00 per day, or applicable portion thereof, based upon the following schedule:

\$ <u>8.00</u>
\$ <u>10.00</u>
\$ <u>12.00</u>

Employees required to overnight away from their home location will be provided with clean and quiet accommodations. Taki fare or company transportation will be provided to employees required to overnight at such accommodation.

ARTICLE 12 - BEREAVEMENT LEAVE

12.1 Upon the death of an employee's spouse, child, parent, brother, sister, step-parent, father-in-law, mother-in-law, brother-in-law or sister-in-law, or any relatives permanently residing in the employee's household or with whom the employee resides, the employee shall be entitled to three (3) days bereavement leave without loss of pay.

ARTICLE 13 - GRIEVANCE PROCEDURE

Any complaint raised by employees concerning the interpretation, application, or alleged violation of this Agreement or that they have been unjustly dealt with shall be handled in the following manner:

Step 1

Within 48 hours from the cause of the grievance, the employee must advise his/her supervisor of the grievance. At the employee's choice a shop steward, a committee member or another employee can be present when discussing the grievance with the Supervisor. If the Supervisor is not advised of the grievance, it is considered dropped.

Step 2

Within seven (7) calendar days from the cause of grievance or complaint, employees and/or the Local Chairperson must present the grievance or complaint in writing to the immediate supervisor who will give a decision **as** soon **as** possible but in any case within seven (7) calendar days or receipt of grievance.

Step 3

Within seven (7) calendar days of receiving decision under Step.2, the Accredited Representative or Local Chairperson of the Brotherhood may appeal the decision in writing to the Chief Executive Officer of the Company or designate. The Company shall render a decision within seven (7) calender days of receiving the Step 2 grievance appeal.

Step 4

A grievance concerning the interpretation or alleged violation of this Agreement or an appeal by an employee that he/she has been unjustly disciplined or discharged and which is not settled in Step 3, may be referred by either party to a one person Board of Arbitration for final and binding settlement without stoppage or work.

- Selection of Arbitrator Within one (1) week of failure to settle the grievance at Step 3, the aggrieved party will submit **a** list of arbitrators to the other party who will then nominate one (1) name from the list submitted. If agreement cannot be reached, the parties will invoke the procedure outlined in the Canada Labour Code.
- 13.3 The Arbitrator will not have the right to amend, change or amend this Agreement in any way, and his decision will be considered final and binding.

Note: The time limits as provided for in this Article may be extended only by mutual agreement.

ARTICLE 14 - LEAVE OF ABSENCE

- 14.1 The Company will consider any reasonable request for leave of absence subject to available employees to cover the absent employee and ample time is provided to enable the Company to schedule an extra employee to cover for the absent employee.
- 14.2 The decision of the Director, <u>Customer</u> Services regarding the above is considered absolute and final.
- One shop steward at a time may be allowed to a leave of absence for bonafide Union business. The Union will provide ample notice and cooperate with the Company to ensure that the absent employee position is covered during his/her absence. A request for a leave of absence under this provision will not be unreasonably withheld.

ARTICLE 15 - RATES OF PAY

- 15.1 The following are the rates of pay for the employees.
- 15.2 Seasonal Car Attendant (hired after August 15, 1993) Rates of Pay:

Category	1993	<u>1994</u>	1995	<u> 1996</u>
Per Hour Full-time (New or Casual) [FT0] Full-time (One Year) [FT1] Full-time (Two Year) [FT2]	\$10.00 10.25 10.50	\$10.30 10.56 10.81	\$10.61 10.87 11.13	\$10.93 11.19 11.46
Layover Rate (per Day)				
FT0 FT1 FT2	\$55.00 60.00 65.00	56.65 61.80 66.95	58.35 63.65 68.96	60.10 65.56 71.02
Bonus (Per Train Cycle)				
FT (All) Casual	\$100.00 100.00	100.00 100.00	100.00 100.00	100.00 100.00
Hourly Rate	\$10.00	10.30	10.61	10.93

Note: Seasonal Car Attendants and Casual Seasonal Car Attendants rates of pay for those hired prior to August 15, 1993 are listed in the attached Memorandum of Understanding.

- <u>c5.3</u> Casual Seasonal Car Attendants are paid for all work based on Category FT0.
- The Bonus is paid based on a train cycle worked (comprises two one-way trips and one out-of-town layover period, when a layover occurs'). The said bonus will be paid at end of the tour season to those full-time Seasonal Car Attendants who have been with the Company for the entire season.

For Casual Seasonal Car attendants the bonus will be pro-rated and paid at the end of the season for each on-train cycle partially or entirely completed train cycle. Casual Seasonal Car Attendants who refuse seven calls for work in one season lose their accumulated bonus for that season. It is understood that Casual Seasonal Car Attendants will make themselves available until the end of the season to be entitled to the bonus.

- One-way trip **is** defined to be the trip between Vancouver to Jasper or Calgary (or the reverse).
- Train service is defined to cover all aspects of train service including, pre-trip inspection; passenger assistance in entraining and detraining at Vancouver, Kamloops, Jasper, Banff and Calgary; all service/tour commentary, general assistance and cleaning required on board and general passenger assistance in Kamloops.
- Out-of-town layover covers the various duties required of onboard staff laying over in Jasper or Calgary including general train cleaning **and** servicing, replenishing of provisions and miscellaneous jobs necessary to maintain a **staffing** base.
- 15.8 Special Provisions:

The following special provisions are provided at the employer's discretion with the clear understanding that these special provisions are not to be abused.

- a) If possible, and at the sole discretion of the Director, <u>Customer</u> Services', the employee may be provided a maximum of one week paid leave of absence during the Tour Season at the non-train service rate, with **such** pay being taken out of the employee's vacation **pay** entitlement.
- b) Each full-time employee will be provided one free one-way trip for up to **two** people based on double occupancy (time of trip has to be approved in advance by the Company's Director, <u>Customer</u> Services and can **only** be **used by** the employee or his/her immediate family members). It is not the intention nor **will** it be **allowed** for the employee to sell or receive any compensation for these free seats. <u>All trips</u> must be taken during the operating **season and** are not to be carried forward from one season to the next.

- Non-train service covers all services performed by onboard staff which is not covered by the above. The services include, without restriction or limitation, the following:
 - i) Ticketing and passenger assistance
 - ii) Baggage tagging and movement as and where necessary
 - iii) Marketing and promotion
 - iv) General administration tasks
 - v) Train servicing and provisioning, as and where necessary
 - vi) Training
 - vii) Acting as tour guides
- The hourly rate of pay for work performed not contemplated by this Agreement and for calculating overtime above the hours described in the work schedule will be \$10.00 per hour. The hourly rate will increase by 3% (to \$10.30'1in 1994 and by 3% (to \$10.61) in 1995, and will increase by 3% (to \$10.93'1in 1996).
- 15.11 Out-of-town layover is defined as when an employee is in Calgary or Jasper for longer than 24 hours,
- Each full-time employee is guaranteed 28 one-way trips and each employee must work a minimum of 24 one-way trips, except for matters beyond the Company's control.
- 15.13 Summer tour season is defined to mean the Summer tour operating season within a calendar year.
- 15.14 The hourly rates apply to partial trips.
- 15.15 Other Benefits:

The Company will provide:

- a) Accommodation and meals while working on the trains;
- Accommodation while on out-of-town layovers; Seasonal Car Attendants will be responsible for their own meals; per diem are provided, refer to Section 11.1;
- A uniform, which must be kept clean and neat, and which can be retained by the employee at the end of the season.

ARTICLE 16 - OVERTIME AVERAGING

For the purposes of calculating overtime, the Company will record all hours worked and divide by the number of weeks worked during the season. If the average hours per week exceed 40 hours per week for the season then the Company will pay at time-and-a-half for each hour or portion thereof in Section 15.10 that exceed the 40 hours per week average.

For the purpose of this article, a season is as defined in Article 15.13 plus the training plus any pre and post season work performed.

Casual Seasoned Car Attendant will be paid overtime as per the Canada Labour Code.

ARTICLE 17 - HEALTH AND WELFARE

- 17.1 Every employee must have B.C. Medical Service Plan coverage.
- 17.2 The Company will pay 50% of the B.C. Medical Service Plan premiums and the employee will pay 50% of the premium.

ARTICLE 18 - CASUAL STAFF

- 18.1 The Company can hire Casual Seasonal Car Attendants under the following terms:
 - 1. Has to be a member of the Union.
 - 2. Used on an incidental basis and Casual Seasonal Car Attendants shall not replace or displace full-time employees.
 - <u>a</u> Paid only for work performed at the hourly rate as per Section 15.2.
 - 4. Assigned work based on Casual Seasonal Car Attendant employee seniority; if more than two assignments are refused, then the casual employee will drop to the bottom of the casual seniority list.
 - 5. Casual Seasonal Car Attendants shall be offered by seniority the **first** opportunity to advance to full-time capacity before hiring new full-time car attendants.
- 18.2 All Articles in this Agreement will apply to casual staff except the following:

Articles 15.8, 15.12, 17.1 and 17.2,

ARTICLE 19 - TRAINING

All pre-season training for Seasoned Car Attendants hired after August 15, 1993 will be paid based on the hourly rate as Der Article 15.2.

ARTICLE 20 - NOT REPORTING FOR ASSIGNED DUTIES

Employees are expected to report on time. ready and capable to perform their assigned train or non-train duties. Employees who do not meet these requirements may not be entitled to the full pay for that assinned duty. An employee who misses an assigned train duty will be expected to report to work to complete the remainder of the assigned duty. If it is the employee's fault that a portion of the duty is missed, the employee will be responsible for the additional expenses required to fulfill this duty and will be paid an hourly rate for that days work. If it is not the employee's fault, the company will be responsible for the wages and expenses required.

ARTICLE 21 - GENERAL

- 21.1 All terms and conditions not covered by this collective agreement will be governed by the Employment Standards provisions of the Canada Labour Code.
- Pay days will be every fourteen (14) days. Any employee short-paid must be given the balance within forty-eight **(48)** hours.
- 21.3 The Company and Union both recognize the right of employees to work in an environment free of sexual harassment. Any complaints of this nature shall be submitted at Step 3 of the grievance procedure, which shall be handled expeditiously and as confidential as is possible.
- Employees called in for staff meetings when not on a trip shall be paid \$10.00 per hour for a minimum of two (2) hours.
- 21.5 If an employee books of €or medical reasons for longer than three (3) days, the Company may request a medical certificate.

ARTICLE 22 - MANAGEMENT RIGHTS

- 22.1 The Union recognizes, except to the extent Management Rights have **been** abridged or modified by specific terms and conditions in this Agreement, that it is the exclusive function of the Employer to:
- 22.2 Hire, classify, promote, demote, lay off, suspend, discharge or otherwise discipline employees for just **cause**.
- Maintain order, discipline and efficiency; establish and enforce rules and regulations governing the conduct of employees, and which will not be inconsistent with the provisions of this Agreement.
- The term "Management" shall refer to management and supervisors not covered under the certificate of the bargaining unit.
- Only those defined as Management will have the authority to hire, classify, promote, demote, lay off, suspend, discharge or otherwise discipline subject to the provisions of this Collective Agreement.
- The above clauses shall not deprive employees of the right to exercise the grievance procedures as outlined in this Agreement.

ARTICLE **23** - **TERMINATION OF** EMPLOYMENT

- 23.1 Termination of employment occurs when the employee:
 - 1. Resigns
 - 2. Termination for cause
 - 3. AWOL without a bonafide reason for one trip
 - 4. On continuous lay-off for longer than eight (8) consecutive months.



ARTICLE 24 - DURATION OF AGREEMENT

This Agreement shall become effective on November 1, 1992 and shall remain in effect until October 31, 1996, and thereafter, subject to two (2) months' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served anytime subsequent to September 1, 1996. If such notice is not given, the contract will continue from year to year thereafter subject to the right of either party to give notice or revise, amend or terminate the agreement in the prescribed procedure as set out above or as per the provisions of the Canada Labour Code.

Signed at Vancouver, B.C. t	his day of, 1993.
FOR THE COMPANY	FOR THE UNION

GREAT CANADIAN RAILTOUR COMPANY LTD.

Proposed 3 hedule

1. The attached schedule is based on the following:

The 1993 season is composed of "Value" and "Regular" seasons. During the Value Seasons, the train will not travel between Kamloops and Jasper on the following departure dates:

Spring Value Season: May 23, 25 and 27, 30

June 1, 3

Fall Value Season: September 26, 28 and 30

October 3, 5 and 7

The season begins with the train originating from Vancouver on Sunday, May 23, 1993, overnighting in Kamloops and carrying on to Calgary only.

During the Regular season the train takes the CN line from Vancouver to Kamloops where it overnights. On the next day, the train splits with one section taking the CP line to Banff and Calgary and the other section taking the CN line to Jasper. The sections overnight and are turned around at Calgary and Jasper. On the return trip, the sections leave Calgary and Jasper for Kamloops where they overnight and are combined back into one train. On the next day, the train returns to Vancouver. This describes a complete round trip, or "train cycle", which is comprised of two one-way trips with a total of four days onboard the train. Every third trip the sections will layover in Calgary and Jasper for an additional day on every second Saturday.

- This results in 30 round trips, over the 20 week season.
- c) The Company proposes to work with two crews. After each train cycle worked, the Seasonal Car Attendants on one crew will remain in Vancouver performing various non-train activities as required while the other crew works a train cycle. The Company recognizes there **may** be emergency situations where employees will be requested to work an additional train cycle. In this case, schedules will be revised to ensure proper rest is achieved.
- The proposed schedule is based on the limited passenger **booking** information the Company has to date and is subject to change throughout the season.
- 2. A train cycle is defined to be as per 1 (a) which totals approximately 52 hours from Vancouver to Calgary and approximately 46 hours from Vancouver to Jasper. For purposes of calculating overtime; overtime is calculated only after 70 hours worked per train cycle.

- A non-train service period is defined as work done under the direction of the Director, Customer Services. As a minimum, all Seasonal Car Attendants will perform station ticketing/check-in duties on an alternating basis on their non-train service periods. For the purposes of calculating overtime; overtime is calculated only after 40 hours worked per non-train service period.
- 4. The employees will be assigned to one of two crews for the entire season,
- **5.** The Company will only operate the number of coaches it requires for any given train cycle. For present planning purposes it is assumed an average of twelve coaches will be operated during the Regular Season.

GREAT CANADIAN RAILTOUR COMPANY LTD.

Train Cycle - 1993

Day 1	05:30 17:30	PT PT	Report time - Vancouver Release time - Kamloops
Day 2	06:00 21:30	PT MT	Report time - Kamloops Release time - Calgary
or	18:30	MT	Release time - Jasper

Westward

Day 1	05:45	MT	Report time - Calgary
	18:45	PT	Release time - Kamloops
or	07:30	MT	Report time - Jasper
	17:30	PT	Release time - Kamloops
Day 2	06:30	PT	Report time - Kamloops
	17:30	PT	Release time - Vancouver

Non-Train Service Block

Station Duty Day

05:30	PT	Report time - Vancouver
08:30	PT	Release time - Vancouver

Other Duties

Hours subject to Director, Customer Services.

Note: Rocky Mountaineer Railtours operates on tracks owned by other railroads and as such schedules may be subject to change.