

FOURTH	Union		
1996	11	01	
1999	10	31	
		80	
		S.H.	

COLLECTIVE AGREEMENT

BETWEEN

GREAT CANADIAN RAIL TOUR COMPANY LTD.

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

Effective: November 1, 1996

Expires: October 31, 1999

09777(02)

**COLLECTIVE AGREEMENT
BETWEEN
GREAT CANADIAN RAIL TOUR COMPANY LTD.
AND
THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)**

INDEX

<u>Article</u>	<u>Page (s)</u>
PREAMBLE	1
ARTICLE 1 - RECOGNITION AND SCOPE	2
ARTICLE 2 - SENIORITY AND ABILITY	4
ARTICLE 3 - JOB CLASSIFICATION AND DESCRIPTIONS	5
ARTICLE 4 - <i>SENIORITY PROVISIONS FOR CASUAL ONBOARD ATTENDANTS</i>	6
ARTICLE 5 - LAYOFF AND RECALL	6
ARTICLE 6 - CONSISTS PER TRAIN	7
ARTICLE 7 - WORK SCHEDULE	7
ARTICLE 8 - VACATIONS	9
ARTICLE 9 - STATUTORY HOLIDAYS	10
ARTICLE 10 - UNIFORMS	11
ARTICLE 11 - MEALS AND OUT-OF-TOWN LODGING	12
ARTICLE 12 - BEREAVEMENT LEAVE	12
ARTICLE 13 - GRIEVANCE PROCEDURE	13
ARTICLE 14 - LEAVE OF ABSENCE	14
ARTICLE 15 - RATES OF PAY	14
ARTICLE 16 - OVERTIME AVERAGING	17

ARTICLE 17 - HEALTH AND WELFARE 17

ARTICLE 18 - NOT REPORTING FOR ASSIGNED DUTIES 18

ARTICLE 19 - GENERAL 18

ARTICLE 20 - MANAGEMENT RIGHTS 19

ARTICLE 21 - TERMINATION OF EMPLOYMENT 20

ARTICLE 22 - DURATION OF AGREEMENT 20

LETTER OF UNDERSTANDING #1 21
SPECIAL PROVISIONS FOR FULL TIME SEASONAL ONBOARD ATTENDANTS
HIRED PRIOR TO AUGUST 15, 1993 21

LETTER OF UNDERSTANDING #2 23
UNIFORMS 23

LETTER OF UNDERSTANDING #3 24
POSTINGPROCEDURE 24

LETTER OF UNDERSTANDING #4 25
HEALTH AND SAFETY COMMITTEE 25

LETTER OF UNDERSTANDING #5 26
GRATUITIES 26

LETTER OF UNDERSTANDING #6 27

PREAMBLE

The Canadian Railtour Company Ltd., (hereafter referred to as “the Company”) and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (hereafter referred to as “the Union”) have a mutual interest to maintain a harmonious labour/management relationship, create a safe and positive work environment and build a new concept of tourist railtour service in Canada.

ARTICLE 1 - RECOGNITION AND SCOPE

- 1.1 The Company recognizes the National Automobile, Aerospace, Transportation and General Workers Union of Canada or CAW-Canada **as** the sole collective **bargaining** agent with respect to wages, hours of 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 will also infer the feminine or vice versa.
- 1.3 A new employee will at time of hire apply for membership in the **Union**. If accepted, he will 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 will be forwarded to the *Local* Secretary-Treasurer of ~~the~~ Union by the 15th day of the month following, and will 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 will be binding upon **any** successor or merged company or companies or any successor in the control of the Corporation.
- 1.6 The **main** function of supervisors should be to **direct** the work force. Supervisors and employees outside the **bargaining** unit will not **displace** or replace employees in **this bargaining unit**. There may be instances where supervisors will find it necessary **to** engage in bargaining unit work. These instances should be kept to a minimum.
- 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 will elect a Chief Shop Steward and Shop Stewards in the bargaining unit and will 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 will 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 will 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 will inform the Union, in writing, of the supervisors with whom said accredited Representatives will deal and any changes in personnel thereof. **As well as** providing notification when changes occur, the Union and the Employer will exchange lists of representatives at the **start** of the tour season each **year**.
- 1.13 The Union agrees that there will be no Union activities carried out during working **hours**, except those necessary in connection with the administration of **this** Agreement. Accredited Representatives of the Union will have access to the Employer's premises during working hours for the purpose of adjusting disputes.
- 1.14 The Company will 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. If another **union** implements **a** picket line after a train is in progress, the Company and the **union** will immediately meet to deal with **any** concerns that may arise. **Both** parties will **take** whatever measures possible to ensure the safety and security of employees and **guests**.
- 1.15 It is mutually agreed that there will be no **strike**, lockout or slowdown, whether sympathetic or otherwise, during the term that **this** agreement is in force.
- 1.16 It is agreed by the Company **and** the **union** that there will be no discrimination toward **an** employee based **on** the employee's age, marital **status**, race, colour, national or ethnic origin, political or religious affiliation, sex, **sexual** orientation, family **status**, pregnancy, disability or union membership.

ARTICLE 2 - SENIORITY AND ABILITY

2.1 Seniority

2.1.1. 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.

2.1.2. 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.

2.2 Probationary Period

2.2.1 Newly hired full time seasonal Onboard Attendants will be on probation **from** their **start** date **and** until the completion of their first twenty-four **(24)** working train days. All full time seasonal Onboard Attendants recalled for their second season will be on probation for their first eight **(8)** working train days.

2.2.2. Newly hired **casual** seasonal Onboard Attendants will be on probation **from** their **start** date and **until** the completion of their first 24 working train days. All casual seasonal Onboard Attendants recalled for their second season will be on probation for their first sixteen (16) working train days.

2.2.3. When changing categories from casual seasonal Onboard Attendant to full **time** seasonal Onboard Attendant, the probationary period of **the** full time seasonal Onboard Attendant applies with the understanding that the combined probationary periods cannot exceed the time allowed for the full time seasonal Onboard Attendant.

2.3 When a former employee is recalled in the subsequent year, that employee will retain **his** seniority relative **to** all other employees also recalled.

2.4 **An** employee who holds seniority within the bargaining unit and accepts **an** excluded, non scheduled or official position with the Company will forfeit all seniority rights under this Agreement after the completion of ninety (90) calendar days of such excluded employment.

2.5 Seniority will prevail for the purpose of **posting** and awarding of assignments, layoff and recall.

2.6 Disputes regarding seniority must be grieved within seven calendar days of the annual seniority list being posted.

ARTICLE 3 -JOB CLASSIFICATION AND DESCRIPTIONS

- 3.1** The term employee or employees refers to a person who holds seniority under this collective agreement **as** follows:
- 3.1.1 **A** full time seasonal Onboard Attendant is an employee who is assigned to work on **a** regular basis **as** set out in Article 7.
- 3.1.2 A casual seasonal Onboard Attendant is **an** employee who works shifts which are not assigned to full time seasonal Onboard Attendants **as** set out in Articles 4 and 7.
- 3.2** Seasonal Onboard Attendants report to and at all times work under the direction of the Vice President of Guest Services or his supervisory *staff*.
- 3.3** Jobs requiring a new classification and wage rate or existing **jobs** that have been changed will be established by negotiations between the parties. Jobs in a new classification may be filled prior to reaching a negotiated Agreement on the understanding that a disagreement will be subject to the grievance procedure. The Union will be advised **as** much in advance **as** possible of any new proposed classifications.
- 3.4** Seasonal Onboard Attendants perform a range of customer service functions:
- greeting guests and providing guest assistance with entraining and detraining
 - inspecting and preparing assigned coach prior to departures
 - maintaining coach in clean and tidy condition while en route
 - general train cleaning **and** servicing, replenishing provisions and miscellaneous jobs to maintain staffing base on out-of-town layovers away from home terminal
 - providing food and beverage service
 - providing a tour commentary and general guest assistance/services
 - performing assigned **station** duties (e.g. ticketing, baggage tagging **and** movement, assisting guests with connecting transportation)
 - performing other related duties assigned **by** the Manager (e.g. assisting with Onboard Attendant **training**)
 - performing duties assigned under extenuating circumstances which include, without limiting the generality of the foregoing, general administration, marketing and promotion and acting **as** tour guides

ARTICLE 4 - SENIORITY PROVISIONS FOR CASUAL ONBOARD ATTENDANTS

- 4.1 The Company can hire casual seasonal Onboard Attendants under the following **terms**:
- ~~Has~~ to be a member of the Union.
 - Used on an incidental basis **and** will not replace or displace full-time employees.
 - Will be offered by seniority, the first opportunity to advance **to** full-time capacity before **hiring** new full-time seasonal Onboard Attendants.
- 4.2 Articles in *this* Agreement will apply to casual seasonal Onboard Attendants except the following: Articles 15.8, 7.1, 7.2, 17.1 and 17.2.

ARTICLE 5 - LAYOFF AND RECALL

- 5.1 The Company operates the Rocky Mountaineer, a seasonal tourist railtour operation. At the end of the **season**, all seasonal Onboard Attendants will be laid **off**.
- 5.2 The Company will recall an employee based on the employee's seniority.
- 5.2.1. The seasonal Onboard Attendant must inform the Company not later than Sixty (60) days prior to the start of training (such dates 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 for the next season. It will be the responsibility of **the** employee to ensure that the required notice **is** provided to the Company **and** a copy **to** the Union.
- 5.2.2. When **an** employee is recalled, his seniority will be determined **as** per Article 2.3.
- 5.2.3 All recalled employees will make themselves available at a **mutually** agreed time for a **pre-season** interview prior **to** the **start** of training and **an end** of season review **and** debrief **as** defined in 19.11.

ARTICLE 6 - CONSISTS PER TRAIN

- 6.1 The crew consist per train will be based on not less than one seasonal Onboard Attendant per passenger car.

ARTICLE 7 - WORK SCHEDULE

- 7.1 Full time employees within the first twenty percent (20%) of the staffing complement will be awarded regularly scheduled assignments according to the posting process outlined below.

7.1.1 Based on the scheduled assignments, a Bulletin will be issued **at** least fourteen **(14)** days prior to the commencement of the first train of the **season**. Employees must submit an application in writing **within** seven **(7)** calendar days of the date of posting.

7.1.2 Assignments will be awarded by seniority within three (3) days of the closing of the Bulletin.

7.1.3 **(a)** Regular scheduled assignments will be maintained for the entire season except where load predictions **are** reduced beyond the expectations or control of the Company. The Chief Shop Steward will be advised **as soon** as possible of **any** possible reduction in the number of scheduled assignments with a view of reducing any adverse effects by mutual agreement.

(b) In the event that passenger reservation cancellations reduce the crew consist for that trip, the junior Onboard Attendant will be displaced and be offered first refusal on the next available trip.

7.1.4 Scheduled assignments are based on the premise of one (1) trip on (comprising of four (4) working train days including a lay over) **one** (1) trip off, to a **maximum** of **fifty** percent **(50%)** of all trips less one.

- 7.2 Full time employees **within** the next forty percent **(40%)** of the **staff** complement may request, in writing, assignment to the remaining unassigned trips. The Company will post unassigned trips at least three (3) weeks in advance of each departure and assignment will be on a rotating seniority basis.

7.2.1 Employees will be assigned a **minimum** of fifty-six working train days a season. Unassigned full-time seasonal employees will be assigned in seniority order by the Company to fill any remaining unassigned trips. To ensure the minimum guarantee of train days a season, employees must reasonably make themselves available for **work**.

7.2.2 The Company will advise employees of the assignments within three (3) calendar days of their written request and the resulting operational consist will be posted.

7.3 Casual employees will fill the **remaining** forty percent (40%) of the total **staffing** complement and will be assigned to any remaining **dilled** positions on a rotating seniority **basis**.

7.3.1 Assignments will be posted **two** (2) weeks in advance of trip departures **and** awarded within three (3) days of the bulletin.

7.3.2 **Casual** employees may refuse one trip and remain at the top of the availability list. The second and third **refusal** will result in the employee moving to the bottom of the availability list. **Four** refusals in one season without a **bonafide reason** will result in the termination of the employee's services.

7.3.3 When a full time seasonal employee is unable to work an assignment within 48 hours of the trip, the assignment will be given to the next available **casual** employee on a rotating seniority basis.

7.4 When **an** assignment is to be filled, it will be awarded to the senior applicant who expresses the desire to fill the vacancy.

7.5 Language qualified, assignments will be awarded by seniority to qualified Onboard Attendants. These assignments will be posted three (3) weeks in advance and can be applied for in writing within three (3) days of that posting. If the assignment is not requested, the next qualified Onboard Attendant by seniority will be assigned to that trip. No **full** time Onboard Attendant will lose the guarantee **as** a result of any language requirement. **An** up to date list of trips that require language qualified, Onboard **Attendants** is available from the supervisor in charge of scheduling at any time. **The** schedule will list these assignments **as far** in advance **as** possible.

7.6 The Company will advise the Union seven (**7**) days prior to posting the work schedule for the season.

7.7 Employees may be asked to be available for non train service **as** set out in Article 3.4. **This** will occur during normal business hours (8:00 a.m. to 6:00 **p.m.**) except in the case of **an** emergency.

- 7.8 Both parties recognize whenever possible that it is desirable to avoid working back-to-back train cycles.
- 7.9 Regular assigned employees assigned to a temporary vacancy or an approved leave of absence will return to **their former** regularly assigned position at the expiration of such temporary vacancies or leave of absence .
- 7.10 For each working train day, the Company will provide the following breaks free **from** work
- lunch breaks of ~~thirty~~ minutes
 - a minimum of two fifteen-minute coffee breaks

These breaks will be scheduled according **to** operational requirements by the manager **on** the train or **his** designate.

- 7.11 Whenever possible, full time Onboard Attendants will not be scheduled for station departure duties on the **morning** after completing **a** trip. Attendants with lesser seniority will be used most often but not exclusively for station duties. **Full** time Onboard Attendants hired prior to August 15, 1993 who have special provisions outlined in Letter of Understanding #1 accompanying this agreement are expected to be available for station duties when requested. Every consideration will be given when scheduling these employees after they have returned from a trip.

ARTICLE 8 - VACATIONS

- 8.1 Vacation entitlement is based on the number of completed tour **seasons**. A completed **tour** season is equal to **56** working train **days**. The time required for casual Onboard Attendants to accrue **an** increase in vacation entitlement will depend on the number of train days worked and accumulated **from** year to **year**. Example: **A** casual Onboard Attendant **may** accumulate 168 working **train** days over **5** **seasons** to be eligible for **an** increase in vacation entitlement from 4% to **6%**.

8.2 Seasonal Full Time and Casual Onboard Attendants Vacation Entitlement Schedule:

Number of Completed Two Seasons	Vacation Entitlement	
	Weeks of Vacation	Vacation Pay
less than three (3) seasons seniority	2 weeks	4%
three (3) seasons up to and including the fourth (5) season seniority	3 weeks	6 %
greater than five (5) seasons seniority	4 weeks	8 %

8.3 Onboard Attendants may request a vacation leave during the operation season. Vacation requests require the approval of the Vice President of Guest Services or a designate and are subject to operational requirements.

ARTICLE 9 - STATUTORY HOLIDAYS

9.1 Statutory Holiday Pay

9.1.1 If an employee works on the ~~Statutory~~ Holiday he will be paid for the Statutory Holiday as well as one and one-half (1-1/2) times his rate for that day.

9.1.2 If an employee does not work a ~~Statutory~~ Holiday he will be paid for eight (8) hours at the hourly rate as per section 15.1.

9.2 The ten (10) ~~Statutory~~ Holidays are the following:

- | | |
|--|--------------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday (first Monday in August) | |
| Labour Day | |

ARTICLE 10 - UNIFORMS

- 10.1 Employees are responsible for Company issued **uniforms** from the time of issue until the uniform **as** specified is returned at the end of the season.
- 10.2 Employees **are** responsible for maintaining uniforms 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.
- 10.4 Employees will receive a cleaning allowance of *\$2.50 per working train day*. However, if the **Company** provides the **uniform** cleaning, **this charge does not apply**.

ARTICLE 11 - MEALS AND OUT-OF-TOWN LODGING

- 11.1 Employees in active service on a train or at turnaround points will be granted three **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 terminal, they will be paid a daily meal rate or applicable portion thereof, based upon the following schedule:

	1997	1998	1999
Breakfast	\$8.00	\$8.00	\$8.00
Lunch	\$10.00	\$10.00	\$10.00
Dinner	\$13.50	\$15.00	\$15.00
Daily Rate	\$31.50	\$33.00	\$33.00

- 11.2 Employees required to **overnight** away from their home **terminal** will be provided with clean, secure and quiet accommodations. Single accommodation will be provided by the Company except under circumstances beyond the company's control. Under no circumstances will employees of opposite genders be required to share accommodation. Taxi fare or company transportation will be provided to employees required to overnight at such accommodation.
- 11.3 When an employee is required to commute to or from a location away **from** their home terminal, the Company will reimburse transportation expenses based on competitive and economical rates between terminals and **airports**.

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 will be entitled to three (3) days bereavement leave without loss of pay.

ARTICLE 13 • GRIEVANCE PROCEDURE

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

Step 1

An employee shall attempt to resolve the issue by consulting with **his** manager and/or the **Human Resources** Department within seventy two **(72)hours** of the issue occurring. The employee may be accompanied by a Shop Steward for this meeting.

The purpose of this consultation is to attempt to find a resolution that satisfies the parties concerned in order to provide a harmonious work environment for all parties. **In** the event that **a** resolution is not reached **the** employee may proceed to Step 2.

Step 2

Within ten **(10)** calendar days from the cause of a grievance or complaint, The employee and/or the Local Chairperson must present the grievance or complaint in writing to the employee's manager who will give **a** decision **as soon as possible** but in any case **within** ten (10) calendar days or receipt of the grievance.

Step 3

Within fourteen (14) calendar days of receiving the decision **under** Step 2, the Accredited Representative or Local Chairperson may appeal the decision in writing to **the** Vice President of Guest Services or **a** designate. The Company will render **a** decision within fourteen (14) calendar days of receiving the Step 2 grievance appeal.

Step 4

Within fourteen (14) calendar days of **an** unresolved grievance at Step 3, the parties will agree to proceed to either Alternative Dispute Resolution or Arbitration. **The** parties will select a Mediator or **an** Arbitrator from the list outlined in (c) below. Step 4 will be carried out without stoppage of **work**.

(a) Alternative Dispute Resolution (ADR) • ADR is a process to assist parties in reaching **a** consensual settlement through the facilitation of **a** mediator, The mediator cannot impose a settlement on the parties who voluntarily make their **own** decisions. ADR can be used **as an** alternative to Arbitration. If the parties **do** not reach a mutually acceptable settlement, they may proceed to Arbitration.

(b) Arbitration • The Arbitrator will not have the right to amend or change this Agreement in any way and his decision is considered **final** and binding. Arbitration can be used instead of ADR or when ADR does not result in a consensual settlement.

(c) For the duration of this contract, the parties will agree to a list of acceptable individuals who are qualified as Arbitrators and/or Mediators in Canada. The list may be amended by mutual agreement.

Note: The time limits as provided for in this Article may be extended only by mutual agreement which will not be unreasonably withheld.

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 Vice President of Guest Services regarding the above is considered absolute and final.
- 14.3 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 co-operate with the Company to ensure that the absent employee position is covered during his absence. A request for a leave of absence under this provision will not be unreasonably withheld.

ARTICLE 15 - RATES OF PAY

- 15.1 Onboard Attendant Rates of Pay An employee's pay category is determined by seniority at the start date of this collective agreement. Hourly rates for each year represent an increase as follows: 1997 rates are a 1.8% increase over 1996 rates, 1998 rates are 2.0% increase over 1997 rates, 1999 rates are a 2.2% increase over 1998 rates.

15.1 Pay categories and hourly rates are outlined below:

Pay Category	Hourly Rates		
	1997	1998	1999
Employees hired after October 31,1995 (FT0)	\$11.13	\$11.35	\$11.60
Employees with the equivalent of one year service as of October 31,1995 (FT1)	\$11.39	\$11.62	\$11.87
Employees with the equivalent of two years service as of October 31,1995 (FT2)	\$11.67	\$11.90	\$12.16

15.2	<u>Layover Rates</u> (per day)	1997	1998	1999
	Employees hired after October 31,1995 (FT0)	\$61.18	\$62.41	\$63.78
	Employees with the equivalent of one year service as of October 31,1995 (FT1)	\$66.74	\$68.07	\$69.57
	Employees with the equivalent of two years service as of October 31,1995 (FT2)	\$72.30	\$73.74	\$75.37

15.3	<u>Bonus</u> (per 4 working train days)	1997	1998	1999
		\$105.00	\$110.00	\$115.00

15.4 Returning full time seasonal Onboard Attendants are entitled to move to the next applicable year in their pay category at the **start** of the tour season.

15.5 Returning casual seasonal Onboard Attendants are entitled to move to the next year in their **pay** category once they have worked the equivalent of **fifty six (56)** working train **days** which will accrue from year to year.

15.5 **End of Season Bonus**

15.5.1 The bonus ~~is~~ paid based on the completion of a working train day. The bonus will be paid at the end of the tour season to those full time Onboard Attendants who have been ~~with~~ the Company for the entire season.

15.5.2 For casual Onboard ~~Attendants~~ the bonus will be prorated and paid at the end of the season for each working train day. Casual Onboard Attendants who refuse four calls for work in one season lose their accumulated ~~bonus~~ for that season. It is understood that casual Onboard Attendants ~~will~~ make themselves available until the end of the season to be entitled to the bonus.

15.6 A one-way trip is defined to be two **(2)** working train days.

15.7 **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.

15.7.1 ~~If~~ possible and ~~at~~ the sole ~~discretion~~ of ~~the~~ Vice President of Guest Services, ~~an~~ employee may be provided a maximum of one **(1)** week leave of absence during the ~~Tour~~ Season at the non-train service rate with such pay being taken out of the employee's vacation entitlement.

15.7.2 ~~Each~~ full time employee will be provided with one free one way trip for up to two (2) people based on double occupancy. The time of the trip has to be approved in advance by the Vice President of Guest Services and ~~can~~ only be used by the employee and/or his immediate family members or friends. It is not the intention nor will it be allowed for the employee to sell or receive ~~any~~ compensation for ~~these~~ free seats. All trips must be taken during the operating season ~~and~~ are not to be carried forward ~~from~~ one season to the next.

15.8 **An** out-of-town layover is defined ~~as~~ when an employee is away from his home terminal for longer ~~than~~ 24 hours.

15.9 **Other Benefits:**

The Company will provide:

- Accommodation and meals while working on **the** trains;
- Accommodation while on out-of-town layovers; (Seasonal Onboard Attendants will be responsible for their own meals at a per diem set out in Article 11.1)
- A uniform which **must** be kept clean **and** neat **and** which is to be returned by the employee at the end of the season.

ARTICLE 16 - OVERTIME AVERAGING

16.1 Due to the nature of the work in **a** continuous operation involving **regular** hours of work and days of assignment, overtime will be averaged according to **the** following schedule.

16.1.1 Hours worked by ~~Casual Seasonal~~ Onboard Attendants for each designated eight (8) week period will be totaled. Hours in excess of the total basic hours of three hundred and twenty (320) for the period involved will be paid at time **and one half** (1 1/2).

16.1.2 **Hours** worked by full time seasonal Onboard Attendants will be recorded and divided by the number of weeks worked during the tour ~~season as~~ set out in 19.10. If the average hours per week exceed 40 **hours** per week for the ~~season~~ then the Company will pay time and one half for each **hour** or portion thereof.

16.2 Overtime pay will be calculated based on the employee's hourly rate **as** defined in Article 15.1.

ARTICLE 17 - HEALTH AND WELFARE

17.1 Every employee must have B.C. Medical Service **Plan** coverage.

17.2 For full time employees, **the** Company **will** pay 50% of the B.C. Medical Service **Plan** premiums and the employee will pay 50% of the premium.

ARTICLE 18 - NOT REPORTING FOR ASSIGNED DUTIES

- 18.1 Employees are expected to report on time, ready and capable to perform their assigned train and non train duties. If an employee is late and subsequently misses a train trip, no wages will be paid for that trip.

ARTICLE 19 - GENERAL

- 19.1 All terms and conditions not covered by this collective agreement will be governed by the Employee Standards provisions of the Canada Labour Code.
- 19.2 Pay days will be every fourteen (14) days by Direct Deposit. Any employee short-paid must be given the balance within forty-eight (48) hours.
- 19.3 The Company and Union both recognize the right of employees to work in an environment free of sexual harassment. Any complaints of this nature will be submitted at Step 3 of the grievance procedure, which will be handled expeditiously and as confidentially as possible.
- 19.4 Employees called in for staff meetings when not on a trip will be paid their hourly rate for a minimum of two (2) hours.
- 19.5 All pre-season training for seasonal Onboard Attendants will be paid based on the employee's hourly rate as defined in Article 15.1.
- 19.6 If an employee is unable to work for medical reasons of longer than three (3) days, the Company may request a medical certificate. Where an employee is demonstrating a consistent pattern of absences less than three days in duration for sickness, a medical certificate verifying that the absence is due to medical reasons may be requested by the Company.
- 19.7 When responsible for selling Company products or services, the Attendant is expected to follow Company procedures and to maintain accuracy in counting cash and collecting and recording guest payments. If an Attendant miscalculates the amount of a guest payment, the Company will be responsible for any financial loss incurred. If the guest payment has been accurately collected and the full amount of the payment is not submitted, then the Attendant is responsible for returning revenues collected to the Company. Errors in handling financial transactions will be dealt with as a job performance issue.

- 19.8 The Company will provide a cash verification process at each terminal station.
- 19.9 All references to discipline assessed will be removed from the employee's personnel file after two seasons have been completed without any further incidents requiring discipline.
- 19.10 Where a tour season is referred to in **this** article or in any other article of this collective agreement, it is defined **as** the operating season established by the Company each year, plus the training and any pre **and** post season work performed.
- 19.11 An end of season review and debrief is scheduled between each Onboard Attendant and their respective manager. The focus of the discussion is **to** enhance employee performance and career development and assess ways of improving the work environment and leadership effectiveness of the management team. The discussion is a **summary** of experience over the past season and a planning forum for the next **season**. Active participation of the manager and the employee in the discussion is emphasized to enable everyone to be **successful** in their positions and to support the Company's growth and development.

ARTICLE 20 - MANAGEMENT RIGHTS

- 20.1 The term "Management" shall refer to management and supervisors not covered under the certificate of the bargaining unit.
- 20.2 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:
- 20.2.1 Hire, classify, promote, demote, lay off, suspend, discharge or otherwise discipline employees for just cause.
- 20.2.2 Maintain order, discipline **and** efficiency; establish and enforce rules and regulations governing the conduct of employees, and which will be consistent with the provisions of this Agreement.
- 20.3 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.
- 20.4 **The** above clauses will not deprive employees of the right to exercise the grievance procedures **as** outlined in this Agreement.

ARTICLE 21 - TERMINATION OF EMPLOYMENT

- 21. The following circumstances result in termination of employment.
 - 21.1 The employee resigns.
 - 21.2 The Company terminates ~~an~~ employee's services for just cause.
 - 21.3 The employee is absent without a bonafide reason for one trip.
 - 21.4 The employee is on a continuous layoff for longer ~~than~~ eight (8) consecutive months.

ARTICLE 22 - DURATION OF AGREEMENT

22.1 ~~This~~ Agreement will become effective on November 1, 1996 and will ~~remain~~ in effect until October 31, 1999 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, 1999. 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 to 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. this _____ day of _____, 19_____.

FOR THE COMPANY

FOR THE UNION

James Terry, Vice President
Guest Services

Robert Storness-Bliss, National
Representative, **CAW**

Grant Setter, Director,
Train and ~~Station~~ Services

Sandra Karbovszky, Chief Shop
Steward, CAW

Laurel Norton, Director,
Human Resources

David Thomson,
Shop Steward, CAW

LETTER OF UNDERSTANDING #1

**SPECIAL PROVISIONS FOR FULL TIME SEASONAL ONBOARD ATTENDANTS
HIRED PRIOR TO AUGUST 15, 1993**

As an **integral** part of the Collective Agreement signed between the parties, it is understood **that** none of the full time Onboard Attendants hired at the signing of **this** agreement in **1992** is **to** be negatively affected by the introduction of provisions **and** rate categories introduced after August 15, 1993.

Full time Onboard Attendants covered by **this** Letter of Understanding are listed on the next page of **this** document.

The rates of pay will increase during each year of the contract **as** follows: **1.8%** in **1997**, **2.0%** in **1998** and **2.2%** in **1999**.

The rate of pay for each year of the contract **as** follows:

	One-Way	Layover	Non-Train Day*	Bonus	Hourly Rate**
1997	\$278.11	\$72.31	\$71.51	\$155.00	\$11.67
1998	\$283.67	\$73.76	\$72.94	\$160.00	\$11.90
1999	\$289.91	\$75.38	\$74.54	\$165.00	\$12.16

* Non-train **days** are pro-rated to the actual number of days on layover.

** The hourly rate is used for staff meetings **and** the calculation of overtime pay.

1. It **is** mutually **agreed** that the full time seasonal Onboard Attendants listed on the next page will never receive less **than** the rates listed above.
2. The non-train day rate is to pay for full time seasonal **Onboard** Attendants doing the non-train service duties outlined **in** Article **3.4**. Those individuals listed on the next page will receive the non train rate pro-rated to the number of days full time seasonal Onboard Attendants are in Vancouver **on** layover. This special provision will be for **their** benefit **only**. **This** very **unusual** arrangement is because of **historical** reasons **and** arises out of the change in **1991** in the number of trips the Company **runs** in the course of **the** season. It **was** never the intention of either party to receive pay for **time** off if there is no actual work for them to perform.

3. **Statutory** Holidays will be paid for days worked. On days when full time seasonal Onboard Attendants receive the non ~~train~~rate, there will not be any additional Statutory Holiday pay.
4. Training will be paid based on the non-train service rate **as** in previous years.
5. The full time seasonal **Onboard** Attendants listed below will continue to be paid on the basis of the special provisions of **this** Letter of Understanding while they work for **the** Company.

They receive the “grandfather” rights to these special benefits but they do not apply to any future employee hired after the signing of the Collective Agreement.

These special provisions apply to the following Onboard Attendants:

Chris Murphy
Bill Romaniuk
Tina Thomas
Sandra Karbovszky

LETTER OF UNDERSTANDING #2

UNIFORMS

The Company agrees to consult with a representative(s) of the Union for the purpose of receiving input on the Uniforms (composition, style and fabrics). Meetings for this purpose will be scheduled following the end of the season each year.

LETTER OF UNDERSTANDING #3

POSTING PROCEDURE

It is understood and agreed that as a result of the implementation of this new posting procedure should unforeseen problems develop, the **Company** and the **Union** will meet to discuss and propose resolutions. Any resolutions reached will be **as** locally agreed upon in writing **between** the **Chief** Shop Steward and the designated **Company** Officer.

LETTER OF UNDERSTANDING #4

HEALTH AND SAFETY COMMITTEE

A Health and Safety Committee will be established for the train operation to include 2 Onboard Attendants as selected by the Union. The Committee will have a mandate to recommend and implement written procedures or guidelines on workplace hazards, incidents **and** injuries, **as** well **as** work site inspections, emergency preparation, first aid services, security practices **and** back care. The Committee will determine its own rules of conduct and meeting frequency. The Company will pay for hours worked in connection with the Committee's mandate. The Committee will work **within** the guidelines set out in the Canada Labour Code.

LETTER OF UNDERSTANDING #5

GRATUITIES

Purpose: The **Company** recognizes that gratuities are **an** integral part **of** the employees' **total** potential income and will make the following assurances:

1. Sales Brochures will include a statement **with the** following intent; "Gratuities **are not** included in Railtour or package tour prices for Onboard Attendants. It is however acceptable to recognize good service in a tangible manner."
2. Written documentation given to guests at the station of their departure will confirm in addition to the statements above, **an** additional statement indicating that guests **wishing** guidelines **as** to the acceptable amount should **ask** the onboard Guest Service Manager. **The** Company will consult **with** the Union, examine market trends and use guest surveys to determine the suitable range of gratuities to be suggested to guests (passengers).
3. A section of the **training** for all Reservations Agents, whether year round, returning or **new**, will be conducted to ensure that the Reservations Department **staff** is appropriately supporting the above concepts.

The Company will review policies and procedures regarding gratuities periodically and **any** changes will be discussed, in advance **with** the **union** and in keeping **with** the purpose of this letter.

In accordance **with** the **Company** policy **any** gratuity solicitation by **an** Onboard Attendant or for another employee is prohibited.

LETTER OF UNDERSTANDING #6

During the 1996 negotiations between the **Company** and the Union for a new collective agreement the Union presented **a** proposal for the inclusion of **a** Paid Education Leave **Program** whereby employees of the Company would be permitted to attend CAW Labour oriented Education Leave. The **cost** of **this** program would be partly sponsored by the Company.

The Company recognizes the importance of **this program** to **the** Union and commits to **discuss** during the “closed period”, **the** possibility of the inclusion of **this** program in **the** Collective Agreement.

In the event the Parties are unable **to** reach **mutual** agreement on **this** issue during the closed period it **is** understood that Paid Educational Leave will be **a** priority issue in the next round of collective agreement bargaining.

PARTIES IN AGREEMENT WITH THE LETTERS OF UNDERSTANDING NUMBERS 1 TO 6 INCLUDED WITH THIS COLLECTIVE AGREEMENT INCLUDE:

FOR **THE** COMPANY

FOR THE UNION

Signed **this** _____ day of April, 1997 at Vancouver, BC.

MEMORANDUM

To: Robert Storness-Bliss

From: James Terry

Date: February 21, 1997

Re: Performance Reviews

During our recent negotiation meetings, you **asked** that the Company clarify the difference between disciplinary action and performance reviews.

The Company's **annual** performance planning and review process is **a** summary or review of all areas of **an** employee's performance throughout the year **and** a plan for performance and career **goals**. The review process is not intended nor is it to be used for the purpose of accessing disciplinary action.

Performance issues which require disciplinary action will be dealt **with by** the Company **when** the issues **arise**.

I hope **this memorandum** reflects **our** intent and previous discussions about these two issues.

Sincerely,

James Terry,
Vice President, Guest Services

MEMORANDUM OF AGREEMENT

BETWEEN

**GREAT CANADIAN RAIL TOUR COMPANY LTD.
(Hereafter referred to as "the Company")**

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND
GENERAL WORKERS UNION OF CANADA (CAW-CANADA)
(hereafter referred to as "the Union")**

It is hereby **understood** and **agreed** that the attached tentative collective agreement represents the full and final settlement of all proposals put forward for collective bargaining by the Company and the Union.

It is **understood** that this tentative agreement is subject to ratification of the employees of which the Union Bargaining Committee will be fully recommending **acceptance**.

Signed this _____ day of February 1997 in the City of Vancouver, B.C.

FOR THE COMPANY:

FOR THE UNION

32