

**COLLECTIVE AGREEMENT**

**BETWEEN**

**GREAT CANADIAN RAILTOUR COMPANY LTD.**

**AND**

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



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## TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION AND SCOPE	1
ARTICLE 2 - SENIORITY AND ABILITY	3
ARTICLE 3 - JOB CLASSIFICATION AND DESCRIPTIONS	4
ARTICLE 4 - LAYOFF AND RECALL	5
ARTICLE 5 - CONSISTS PER TRAIN	5
ARTICLE 6 - WORK SCHEDULE	5
ARTICLE 7 - VACATIONS	9
ARTICLE 8 - STATUTORY HOLIDAYS	10
ARTICLE 9 - UNIFORMS	10
ARTICLE 10 - MEALS AND OUT-OF-TOWN LODGING	11
ARTICLE 11 - BEREAVEMENT LEAVE	11
ARTICLE 12 - GRIEVANCE PROCEDURE	12
ARTICLE 13 - DISCIPLINE	13
ARTICLE 14 - LEAVE OF ABSENCE	13
ARTICLE 15 - COMPENSATION	14
ARTICLE 16 - OVERTIME AVERAGING	15
ARTICLE 17 - HEALTH AND WELFARE	16
ARTICLE 18 - NOT REPORTING FOR ASSIGNED DUTIES	16
ARTICLE 19 - GENERAL	16
ARTICLE 20 - MANAGEMENT RIGHTS	17
ARTICLE 21 - TERMINATION OF EMPLOYMENT	18
ARTICLE 22 - DURATION OF AGREEMENT	18
LETTER OF UNDERSTANDING #1 - HIRED PRIOR TO AUGUST 15, 1993	20
LETTER OF UNDERSTANDING #2 - UNIFORMS	21
LETTER OF UNDERSTANDING #3 - WORK SCHEDULE PROCEDURE	22
LETTER OF UNDERSTANDING #4 - ONBOARD SAFETY PROGRAM	23
LETTER OF UNDERSTANDING #5 - GRATUITIES	24
LETTER OF UNDERSTANDING #6 - DEALING WITH HARASSMENT	25
LETTER OF UNDERSTANDING #7 - PERFORMANCE REVIEWS	25
LETTER OF UNDERSTANDING #8 - TRIP PREFERENCES	26
LETTER OF UNDERSTANDING #9 - STAFFING LEVELS	28
LETTER OF UNDERSTANDING #10 - TERMINOLOGY	29

## **PREAMBLE**

The Great 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 that there will be no harassment or 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 Seniority order of employees will be based on the date and time of the offer letter of employment.
- 2.1.2 A seniority list will be posted and a copy provided to the Union at the time of posting once a year; on the first day of training.
- 2.1.3 Disputes regarding seniority must be grieved within fourteen **(14)** calendar days of the annual seniority list being posted. It is understood that grievances must be confined to issues which arise from alterations **and/or** omissions which arise from the subsequent posting of the list and not issues which should have been addressed within fourteen **(14)** calendar days from the date an employee's initial seniority was assigned.
- 2.1.4 Seniority will prevail for the purpose of posting and awarding of assignments, layoff and recall.
- 2.1.5 When a former employee is recalled in the subsequent year, that employee will retain his seniority relative to all other employees also recalled.
- 2.1.6 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.
- 2.1.7 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.

### 2.2 Probationary Period

- 2.2.1 Newly hired Onboard Attendants will be on probation from their start date until the completion of their first twenty-four **(24)** working train days. In calculating probation, training trips will not count towards the twenty-four **(24)** working train days.

## **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 6.
- 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 Article 6.
- 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. Should an impasse be reached, jobs in a new classification may be filled, pending a resolution through arbitration. 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
- 3.5 Train management staff will support Onboard Attendants in the successful performance of their assigned duties and any problem will be resolved in a timely manner.

## **ARTICLE 4 - LAYOFF AND RECALL**

- 4.1 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.
- 4.2 The Company will recall an employee based on the employee's seniority.
- 4.2.1 The seasonal Onboard Attendant must inform the Company not later than **seventy-five (75)** days prior to the **first scheduled train departure of the season** (such dates to be stated in writing to each employee within thirty (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. Upon request the Company will provide a copy to the Union Chief Shop Steward.
- 4.2.2. When an employee is recalled, his seniority will be determined as per Article 2.1.5.
- 4.2.3 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 19.10.

## **ARTICLE 5 - CONSISTS PER TRAIN**

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

## **ARTICLE 6 -WORK SCHEDULE**

- 6.1 Trip Eligibility:
- 6.1.1 Full-time seasonal employees will be allowed to bid to work up to twelve (12) train days in each ~~twenty-eight~~ (28) day cycle.
- 6.1.2 Full-time seasonal employees will **be** guaranteed a minimum of fifty-six (56) train days. To ensure the minimum guarantee of train days in a season, employees must reasonably make themselves available for work.
- 6.1.3 If, when a bulletin is posted, there are more than twelve (~~12~~) train days available for every employee, full-time seasonal employees will be notified that they will be allowed to bid an additional trip.

**6.1.4** Full-time seasonal onboard employees will be allowed to bid on half-trips with the following understanding:

- a) If consist numbers change the provisions of Article **6.6b** will be applied In such situation the most junior attendant with a half trip will be affected first.
- b) If the change results in a reduction in total train days, the seasonal onboard attendant will have the right to next available trip.
- c) If the change results in an increase in two train days, the most junior on board attendant able will be asked to work a full four day trip and give up another half trip in the cycle so that they do not work more than twelve (**12**) days prior to a more senior onboard attendant. In the event that none of the attendants with a half trip are able to give up another two day trip to keep within the twelve day limit then the work will be offered in seniority to the first eligible and available attendant. If all other available attendants already have twelve scheduled train days then the work will be offered to the most senior attendant already scheduled on the affected train.
- d) If none of the above conditions solve the solution, then both parties recognize that maintaining twelve (**12**) train days is the most important factor.

## **6.2** Station Duty Eligibility

**6.2.1** Station duties will be permitted by full-time employees in seniority order, but shall only be awarded to such employees when necessitated by operational requirements. Under such conditions, full-time employees will be allowed to bid on said station duties with all reasonable attempts being made to honour said bids during scheduling.

**6.2.2** “**D Packs**” shall be assigned in seniority order to available full time attendants who have not achieved the maximum **12** train days in a **28** day cycle, so long as said **D-pack** would not take the employee beyond the **12** train days in the **28** day cycle. If all full time attendants receive the maximum **12** trains in a cycle, **D-packs** will awarded to the Casual pool following the scheduling requirements of said group. If all employees have **12** train days in a **28** day cycle, the “**D Pack**” shifts will be awarded to the most senior employee desiring the work.

**6.2.3** Wherever possible, full-time seasonal employees will not be scheduled for station departure duties on the morning after completing a trip, unless otherwise bid. Attendants with lesser seniority will be used most often, but not exclusively for station duties.



### 6.3 Scheduling Procedure:

#### 6.3.1 Procedure for scheduling first (most senior) 20% of employees.

- a) The Company will post a bulletin of available shifts twenty-eight (28) calendar days prior to the start of the cycle.
- b) The most senior 20% of employees will be allowed to bid in this round to work up to twelve (12) train days in a cycle, and will be allowed four days to submit their bid sheets from the day of the bulletin. Trips will be awarded in seniority order unless otherwise agreed between the parties.
- c) Scheduled assignments will be issued to these employees within three (3) days of the bidding close.

#### 6.3.2 Procedure for scheduling the second 40% of full-time seasonal employees.

- a) The Company will post another bulletin of available shifts twenty-one (21) calendar days prior to the start of the cycle.
- b) The second 40% of full-time seasonal employees (Full-Timers) will be allowed to bid, in accordance with the bidding procedures, in this round up to twelve (12) train days in a cycle and will be allowed four (4) days to submit their bid sheets from the day of the bulletin. Trips will be awarded in seniority order.

#### 6.3.3 Procedure for scheduling the remaining 40% of seasonal employees (Casuals)

- a) All trips, half or full, will be assigned to Casuals on a rotating seniority basis.
  - i. During the creation of the first cycle to include Casual on-board attendants, the Schedule Coordinator will start at the top of the Casual pool and will assign, in seniority order, one trip to each casual until all trips have been allocated. As best as possible within the confines of the schedule, Full trips will be awarded first then half trips then "D-Packs" to comply with other aspects of Article 6.
  - ii. When extra trips come available to the Casual pool, the Schedule Coordinator will award them starting from the point he/she left off during the initial schedule formulation, and continue assigning all extra trips, in seniority order, until all extra trips have been allocated.
  - iii. At the beginning of the next and subsequent schedule cycles, the Schedule Coordinator will start assigning trips to the

**Casual pool wherever he/she left off in accordance with Articles 6.2.3 a i and ii above. From this point the Schedule Coordinator will then allocate trips in seniority order.**

- b) When all Casuals have been awarded a full twelve (12) train days in a cycle, extra work will be first offered to the most senior available onboard attendant.**
- c) Station duties will be assigned to Casuals on a rotating basis .**
- d) The final schedule will be posted eleven (11) days prior to the start of the cycle; within six (6) days of the bidding close.**

6.4 Special Provisions:

- 6.4.1 For the first 28 day cycle of the operating season, the time frames noted in the scheduling procedure will be compressed.
- 6.4.2 Trip start date, from Vancouver, will determine the cycle to which the trip is allocated.
- 6.4.3 Language qualified assignments will be awarded by seniority to qualified Onboard Attendants. If a language qualified trip is not requested, it will be assigned to the most junior qualified employee that is available.
- 6.4.4 Both parties recognize whenever possible that it is desirable to avoid working back-to-back train cycles.
- 6.4.5 Full-time On Board 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.
- 6.4.6 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.
- 6.4.7 The schedule will be available to the Union upon request.
- 6.4.8 For any partial cycle at the conclusion of the operating season, the number of train days allowed to be bid will be prorated.

6.5 Scheduling Changes:

- 6.5.1 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.

- 6.5.2 When a seasonal employee is unable to **work** a scheduled shift, or when additional shifts become available, the assignment will be given to the next available, **full-time Attendant without 12 train days scheduled in the 28 day cycle. Otherwise, the additional trip will be given to the next** casual employee **without 12 train days in the 28 day cycle**, on a rotating seniority basis. If all the casual employees have been scheduled for twelve (12) train days in that cycle, then the additional shifts will be offered by phone message to available full-time seasonal employees in seniority order who will have **thirty (30)** minutes to confirm their acceptance
- 6.5.3 If an employee wishes to trade a shift **he/she** he must apply in writing and obtain authorization from the Onboard Crew Manager at least **72** hours in advance for a trip and **48** hours in advance for a station duty.
- 6.6 (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 **that is assigned to a shift equal to that which is being reduced** will be displaced and be offered first refusal on the next available trip.
- 6.7 Breaks:
- 6.7.1 For each working train day, the Company will provide the following breaks free from work:
- lunch break of thirty minutes
  - a minimum of two fifteen-minute coffee breaks
- 6.7.2 These breaks will be scheduled according to operational requirements.

## **ARTICLE 7 - VACATIONS**

- 7.1 Vacation entitlement is based on the number of completed tour seasons. A completed tour season is equal to fifty-six (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 one hundred sixty-eight (168) working train days over five (5) seasons to be eligible for an increase in vacation entitlement from **4%** to **6%**.
- 7.2 Seasonal Full Time and Casual Onboard Attendants Vacation Entitlement Schedule:

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

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

**7.4 Applicable vacation pay, as defined above, will be paid to each and every employee on all regularly scheduled pay deposits.**

## **ARTICLE 8 - STATUTORY HOLIDAYS**

8.1 Statutory Holiday Pay

8.1.1 If an employee works onboard the train or station duties on the Statutory Holiday they will be paid for the Statutory Holiday as well as one and one-half (1-1/2) times their rate for that day.

8.1.2 If an employee does not work a Statutory Holiday he will be paid for eight(8) hours at the hourly rate as per section 16.1.

8.2 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 9 - UNIFORMS**

9.1 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.

9.2 Employees are responsible for maintaining uniforms in a clean and well maintained condition.

- 9.3 Employees required to wear uniforms will be provided with such uniforms at no cost to the employee.
- 9.4 Employees will receive a cleaning allowance of:
  - 9.4.1 **\$4.50 per working train day**
  - 9.4.2 **\$2.25 per station duty.**
- 9.5 Employees will be allowed to wear one union pin, as approved by the Company,

**ARTICLE 10 - MEALS AND OUT-OF-TOWN LODGING**

- 10.1 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:

**Jan. 1, 2003**

<b>Breakfast</b>	<b>\$ 10.00</b>
<b>Lunch</b>	<b>\$ 12.00</b>
<b>Dinner</b>	<b>\$ 20.00</b>
<b>Daily Rate</b>	<b>\$ 42.00</b>

- 10.2 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.
- 10.3 When an employee is required to commute to or from a location away from their home terminal, the Company will **either provide transportation** or reimburse transportation expenses based on competitive and economical rates between terminals and airports.

**ARTICLE 11 - BEREAVEMENT LEAVE**

- 11.1 **Upon the death of an employee's spouse, child, or parent, the employee will be entitled to five (5) days bereavement leave with pay.**

Upon the death of an employee's brother, sister, step-parent, father-in-law, mother-in-law, brother-in-law, or sister-in-law, grandparent, grand children 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 with pay.

**11.3 Bereavement Leave shall be paid at eight (8) hours per day at the non-train rate.**

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

12.1 The following grievance procedure does not preclude the principles of open communication between employees and management, and the union.

Any complaint raised by an employee or a Union representative 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 **fourteen (14)** calendar days from the cause of the grievance or complaint, employees and/or Shop Steward must present the grievance or complaint in writing to the Vice- President, Guest Services or the Vice-president, Human Resources.

As soon as possible, but in any case with **fourteen (14)** calendar days of receipt of the grievance, the Company will provide a decision.

### **Step 2**

Within **fourteen (14)** calendar days of receiving a decision under Step 1, the regional Union Representative and Executive Vice President and C.O.O. will meet, or otherwise communicate to review any unresolved grievance.

Within **fourteen (14)** calendar days of the meeting, the Company will provide a decision.

### **Arbitration**

Within fourteen (14) calendar days of receiving a decision at Step 2, any unresolved grievance will proceed to arbitration, or by mutual consent, Alternate Dispute Resolution.

- (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) **The selection of an arbitrator will be by mutual agreement or if an agreement is not reached, a request will be made to the Minister of Labour to appoint an arbitrator.**

**12.2 The time limits outlined herein may be extended by mutual agreement between the parties. Requests for extensions shall not be unreasonably withheld.**

### **ARTICLE 13 – DISCIPLINE**

- 13.1 An employee will be put on notice that discipline is being considered within a reasonable time period of the incident being known.
- 13.2 Any discipline forthcoming will be issued in a timely manner providing the employee has made himself/herself available to meet with management.
- 13.3 An employee being disciplined by management may be accompanied by the first available shop steward should they **so** desire.
- 13.4 The Company will provide a copy of a disciplinary notice to:
  - 1. The employee being disciplined
  - 2. The employee's personnel file
  - 3. The union, unless otherwise requested by the employee being disciplined
- 13.5 References to specific disciplinary notices assessed will be removed from the employee's disciplinary record after two seasons have been completed without any further related incidents requiring discipline.

### **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 reasonable time is provided to enable the Company to schedule an extra employee to cover for the absent employee.
- 14.2 The decision of the V.P., 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 reasonable 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 - COMPENSATION**

15.1 Hourly pay rates are outlined below:

Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005
\$13.62	\$14.27	\$15.11

15.2 Layover pay will be calculated as five (5) hours of hourly rate inclusive of the bonus rate. An out-of-town layover is defined as when an employee is away from his home terminal for longer than 24 hours.

Jan. 1, 2003	Jan. 1, 2004	Jan. 1, 2005
\$80.60	\$83.85	\$88.05

15.3 An end of season bonus will be paid as an hourly accrual based on train hours worked. **This trip bonus will not be accrued for probationary employees on training trips.** The bonus will be paid at the end of the tour season to those Onboard Attendants who have completed the season. It is understood that Onboard Attendants will make themselves available until the end of the season to be entitled to the bonus.

Bonus Accrual    **\$ 2.50 per train hour worked**

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

15.5 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.

15.5.1 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.

15.5.2 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.

#### 15.6 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 10.1)
- A uniform which must be kept clean and neat and which is to be returned by the employee at the end of the season.

#### 15.7 Language Premium

A premium of **\$0.35** per hour, to a maximum of **\$350**, will be paid at the conclusion of the season to qualified employees required to use a Company designated language (other than English) in the performance of their duties.

#### 15.8 Flying:

Employees will be compensated **4** hours at the regular rate of pay if required to fly to or from a destination.

Such employees will be allowed a "Breakfast" meal allowance if required to **fly**.

#### 15.9 Employees working **onboard** will receive an additional thirty (**30**) minutes pay after train arrival to reflect additional duties required.

### 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 totalled. 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 ½**).

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 19.9. 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 inclusive of the bonus rate as defined in Article 15.1 and 15.3.

16.3 Deadheading, flying and layover hours shall not be included in the computation of overtime averaging.

#### ARTICLE 17 - HEALTH AND WELFARE

17.1 The Company will pay the applicable premiums during the season for returning Onboard Attendants who enrol for the Company's BC MSP coverage.

17.2 Coverage for eligible Onboard Attendants will be maintained year-round and employees will be responsible for pre-paying the applicable premiums for the off-season at the completion of the regular operating season.

17.2 Company payment of premiums for eligible employees' BC MSP coverage will commence the first of the month following an employee's return to work date for the season and conclude on the last day of the month following an employee's last day worked for the season.

#### 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 two (2) business days.

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 2 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.
- 19.8 The Company will provide a cash verification process at each terminal station.
- 19.9 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.
- 19.10 An end of season review and debrief is scheduled between each Onboard Attendant and their respective manager (see Letter of Understanding regarding performance reviews). 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**

- 21.1 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 continuous layoff as follows:
    - a) For longer than eight (8) consecutive months, if the employee has three years of service or less.
    - b) For longer than twelve (12) consecutive months, if the employee has more than three years service.

## **ARTICLE 22 - DURATION OF AGREEMENT**

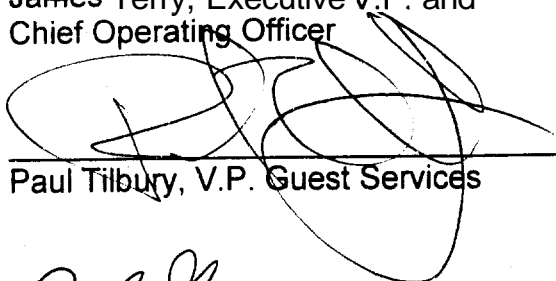
- 22.1 This Agreement will become effective on January 1, 2003 and will remain in effect until December 31, 2005 and thereafter, subject to *two (2)* months' notice in writing from either party to the Agreement of its desire to revise, amend or terminate it. Such notice may be served anytime subsequent to September 1, 2005. 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 \_\_\_\_\_, 200\_\_\_\_\_

FOR THE COMPANY



James Terry, Executive V.P. and  
Chief Operating Officer

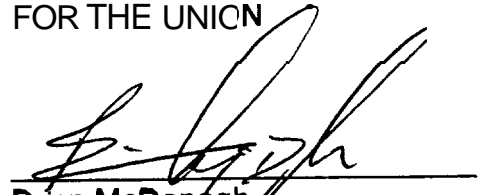


Paul Tilbury, V.P. Guest Services

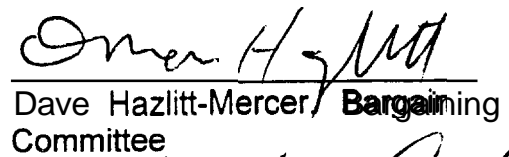


Aila Morgan, V.P. Human Resources

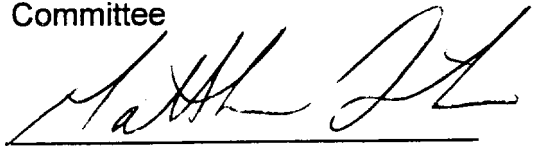
FOR THE UNION



Brian McDonagh,  
National Representative, CAW



Dave Hazlitt-Mercer, Bargaining  
Committee



Matthew Fischer, Bargaining  
Committee



Adrian Bois, Bargaining  
Committee

**LETTER OF UNDERSTANDING#1**

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

As an integral part of the Collective Agreement, it is understood that none of the following full time Onboard Attendants hired prior to August 15, 1993 will be negatively affected by new rate categories:

Chris Murphy  
Tina Thomas

These employees will not have their wages increase, but will receive a lump sum payment based on hours of service during the season in lieu of a rate increase.

	One-Way	Layover	Non-Train Day*	Bonus	Hourly Rate**	Lump Sum
Jan. 1/03 - Dec. 31/03	\$289.91	<b>\$80.60</b>	<b>\$74.54</b>	<b>\$165.00</b>	<b>\$13.62</b>	<b>\$2.02</b>
Jan. 1/04 - Dec. 31/04	\$289.91	<b>\$83.85</b>	<b>\$74.54</b>	<b>\$165.00</b>	<b>\$14.27</b>	<b>\$2.67</b>
Jan. 1/01 - Dec. 31/05	\$289.91	<b>\$88.05</b>	<b>\$74.54</b>	<b>\$165.00</b>	<b>\$15.11</b>	<b>\$3.51</b>

\* The Non-train day rate is paid due to historical reasons and this special provision is for their benefit only. It was never the intention of either party to receive pay for time *off* if there is no actual work for them to perform.

\*\* The hourly rate is used for the calculation of overtime only.

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.

Training will be paid based on the non-train service rate as in previous years.

The full time seasonal Onboard Attendants listed above 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.

## **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**

### **WORK SCHEDULE PROCEDURE**

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



## LETTER OF UNDERSTANDING#4

### ONBOARD SAFETY PROGRAM

The Company and the Union are jointly committed to continuing to foster a safe workplace (in the station and onboard) through the development and maintenance of a safety program which meets applicable regulations.

#### Committee:

- The Company and the Union agree to maintain a joint Occupational Health & Safety Committee.
- The Committee will be composed of **two** Onboard Attendants, selected by the Union, and two management representatives appointed by the Company.
- The Committee will have **two** Co-chairpersons, one appointed by the Union, and one appointed by the Company.
- The CO-Chairpersons will post the names of the Committee members on the bulletin board in the Onboard room.
- The Committee members will **be** given reasonable time to perform their duties, and will be paid for time spent on these activities as though they were at work.
- 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, and health and safety training.
- The Committee will receive, in a timely manner, copies of all documentation pertaining to health and safety, as required by the Canada Labour Code Part 2 and applicable regulations.

#### Meetings:

- The Committee will meet at least monthly during the main operating season.
- An agenda will be prepared by the Co-chairpersons and issued to each committee member at least three (3) working days in advance of the meeting.
- The Co-Chairpersons will prepare and post the minutes of the meetings on the bulletin board in the Onboard room.

#### Safety Inspection:

- The Committee will appoint two members (one Onboard Attendant and one management representative) to conduct a safety inspection onboard the train and in the station on a monthly basis during the main operating season.
- A written report of the safety inspection, recording unsafe conditions or actions, will be submitted to the committee as a whole.

#### Accident Investigation:

- Accidents will be investigated in accordance with applicable regulations.

#### Right to Refuse

- The Company will ensure that all employees are informed of their right to refuse hazardous work, which may harm them, or any person.

#### Day of Mourning

- On April 28th, or the nearest working day thereto, the Company and the Union shall recognize the National Day of Mourning to commemorate those persons who lost their lives and or were injured on the job.

## **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 Managers. 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.

All Onboard information will be translated into German, Japanese, Spanish and French.

## **LETTER OF UNDERSTANDING #6**

### **DEALING WITH HARASSMENT**

The Company and the Union will NOT tolerate harassment in any form. As per the commitment in Article 1.16, the Company and the Union agree to the following.

Procedure for dealing with harassment:

#### Step 1: Talk to the Individual

You are encouraged to begin by telling the harasser that his/her conduct is unacceptable and unwelcome. If you have found that your attempts to stop the behaviour(s) have not been successful or if you cannot attempt to do so for fear of reprisals, proceed to make a complaint. Try to keep a record of the behaviour. Write down dates, times, locations, names of witnesses and any other details.

#### Step 2: Make a Complaint

You may discuss the nature of the harassment with Human Resources, a Supervisor, or other Management representative with whom you feel comfortable. Since the complaint is of a sensitive nature, you will be given the opportunity to have a co-worker or Shop Steward in attendance, if you wish. It is agreed that an employee may refuse to work in a situation where his/her safety is threatened.

#### Step 3: Investigation

**All** acts of harassment will be taken seriously and will be investigated in a sensitive, impartial, timely and confidential manner.

#### Step 4: Consequences

Based on the outcome of the investigation, the appropriate action, up to and including termination will be taken.

This procedure in no way circumvents an employee's right to file a complaint with the Canadian Human Rights Commission and seek redress under the Human Rights Code.

**Training:** The Company will ensure that **all** employees are informed of their rights to a harassment-free workplace through training. In preparation for the pre-season training program, the Company agrees to consult with the Union and to consider in good faith the Union's resources and expertise in anti-harassment programs.

## **LETTER OF UNDERSTANDING #7**

### **PERFORMANCE REVIEWS**

The Company's annual performance planning and review process is a summary and 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.

LETTER OF UNDERSTANDING#8

Between

GREAT CANADIAN RAIL TOUR COMPANY LTD.

And

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

Regarding

SENIOR AND FULL-TIME ATTENDANTS' TRIP PREFERENCES

This letter is intended to confirm the Company and the Union's mutual interest in honouring Senior and Full-time attendants' trip preferences in terms of destination (i.e. Jasper, Calgary) and service (i.e. GoldLeaf, RedLeaf) as much as possible. We believe it is beneficial to motivate staff by providing them with the opportunity to work their preferred trips, subject to availability, eligibility and **sufficient** qualification to meet guest service standards. We also agree to the importance of maintaining guest service standards and ensuring Full-time attendants are sufficiently qualified to work on both routes and in both services. The Company will continue to provide opportunities for attendants to cross-train and refresh their skills. The Union agrees that attendants must take personal responsibility to participate in training opportunities and utilise their bidding rights to maintain their proficiency on both routes and in both services. We jointly agree to continue to ensure that the principles expressed above guide the scheduling procedure.

We are committed to working together to investigate and resolve any trip preference issues that may arise. In addition, we believe that there should be proactive communication with attendants regarding qualification.

LETTER OF UNDERSTANDING#9

Between

GREAT CANADIAN RAIL TOUR COMPANY LTD.

And

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

Regarding

STAFFING LEVELS

This letter is intended to confirm our mutual interest relative to staffing levels of Onboard Attendants each season. Our goal is to ensure sufficient operational coverage while, as much as possible, providing Senior and Full-time attendants full-time hours. Apart from macro economic influences, the most significant factor that impacts the Company's ability to achieve this goal is the degree of uneven distribution of guests across trip departures, across services (**GoldLeaf** and **RedLeaf**) and across the season overall.

We have also discussed staffing practices in terms of the numbers of attendants assigned per coach relative to the number of guests. The Company has provided assurances that the commitment to guest service standards is the guiding principle in *staffing* levels. Certain factors complicate the consistent distribution of guests per coach such as guests traveling in groups, but we mutually agree that an attendant have a reasonable number of guests in the coach.

We are committed to working together to investigate and resolve any staffing issues that may arise.

**Between**

**GREAT CANADIAN RAIL TOUR COMPANY LTD.**

**And**

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

**Regarding**

**TERMINOLOGY**

This letter is intended to confirm our mutual interest in defining terminology used in the Collective Agreement. We have agreed to meet and document the intended definitions of key terminology within 90 days of the ratification of the Collective Agreement. This deadline may be extended by mutual agreement.