

COLLECTIVE AGREEMENT

Between

Rocky Mountain Catering Co Ltd.

And

CAW-Canada Council 4000/Local 4001

January 1, 2011 to December 31, 2013



TABLE OF CONTENTS

PREAMBLE	4
PURPOSE	4
ARTICLE 1-DEFINITIONS	4
1.1 Culinary Crew Member	4
1.2 Employee	4
1.3 The Company/Employer	4
1.4 Tour season	4
1.5 Client	5
Rocky Mountaineer Vacations (Great Canadian Rail Tour Company).	5
1.6 Worksite	5
1.7 Supervisor	5
1.8 Layover	5
1.9 On call	5
1.10 Union Representative	5
ARTICLE 2-RECOGNITION AND SCOPE	5
2.13 Human Rights	7
ARTICLE 3-UNION SECURITY	7
ARTICLE 4-UNION STEWARDS	8
4.1 SHOP STEWARDS	8
4.2 MANAGEMENT AND UNION MEETINGS	9
ARTICLE 5-RESERVATIONS TO MANAGEMENT	9
ARTICLE 6-SENIORITY AND ABILITY.	10
6.1 SENIORITY	10
6.2 Termination of Employment & Loss of Seniority	11
ARTICLE 7-PROBATIONARY PERIOD AND TRAINING	11
7.1 PROBATIONARY PERIOD	11
7.2 TRAINING	12
ARTICLE 8 -CLASSIFICATION AND WAGES.	12
8.2 Cost of Living Allowance	Error! Bookmark not defined.
ARTICLE 9-OVERTIME	13
ARTICLE 10-HEALTH AND WELFARE	13
ARTICLE 11-VACATIONS	14
ARTICLE 12-MEALS AND OUT-OF-TOWN LODGING	14
ARTICLE 13-UNIFORMS	15
ARTICLE 14-SHOE ALLOWANCE	15
ARTICLE 15-MISCELLANEOUS BENEFITS AND COMPENSATIONS	15
ARTICLE 16-STATUTORY HOLIDAYS	15
ARTICLE 17 MINIMUM CREW CONSIST	16
ARTICLE 18-WORK SCHEDULE AND BREAKS	16
18.5 BREAKS	17
ARTICLE 19-JOB POSTING, LAYOFF AND RECALL	17
19.1 JOB POSTING	17
19.2 LAYOFF AND RECALL	17
ARTICLE 20-GRIEVANCE PROCEDURE	18
ARTICLE 22-DISCIPLINE	20

ARTICLE 23-BEREAVEMENT LEAVE	21
ARTICLE 24-LEAVE OF ABSENCE	21
ARTICLE 25-PERSONNAL EFFECTS	22
ARTICLE 26-ILLNESS, INJURY AT WORK AND REHABILITATION	22
ARTICLE 27-GENERAL	22
ARTICLE 28 REPORTING FOR ASSIGNED DUTIES	23
ARTICLE 29-STANDARD OF CONDUCT	23
ARTICLE 30-PRINTING OF AGREEMENT	23
ARTICLE 31-DURATION OF AGREEMENT	24
LETTER OF UNDERSTANDING #1	25
ONBOARD SAFETY PROGRAM	25
LETTER OF UNDERSTANDING #2	27
JOINT CONSULTATION COMMITTEE	27
LETTER OF UNDERSTANDING #3	28
MATERNITY LEAVE (AS PER THE CANADA LABOUR CODE)	28
LETTER OF UNDERSTANDING #4	30
PARENTAL LEAVE (AS PER THE CANADA LABOUR CODE)	30
LETTER OF UNDERSTANDING #5	1
COMPASSIONATE CARE LEAVE (AS PER THE CANADA LABOUR CODE)	1
LETTER OF UNDERSTANDING #6:	4
LETTER OF UNDERSTANDING # 7:	5

PREAMBLE

Rocky Mountain Catering Co 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 and create a safe and positive work environment.

PURPOSE

(a) The purpose of the Agreement is to facilitate the peaceful adjustment of all disputes and grievances in accordance with Article 21 of this Agreement, to prevent strikes, lockouts, slowdowns or other interferences with work, unnecessary expenses, and avoidable delays in carrying out the most efficient and effective operations of the Employer(s) business, and to enhance the living standards and working conditions of the employees.

ARTICLE 1-DEFINITIONS

1.1 Culinary Crew Member

An employee that is covered by the provisions of this Agreement.

1.2 Employee

A Culinary Crew Member as defined in 1.1

1.3 The Company/Employer

Rocky Mountain Catering Co Ltd.

1.4 Tour season

The regular operating train season, which is normally from April to October each year could be extended by client running extra trains.

1.5 Client

Rocky Mountaineer Vacations (Great Canadian Rail Tour Company).

1.6 Worksite

The site in this collective agreement is the Rocky Mountaineer Vacations rail train(s), operated by the Client

1.7 Supervisor

A member of the Rocky Mountain Catering Co Ltd. management team not covered by the provisions of this agreement (ie: sous-chefs, executive chefs, owner, scheduler, other management positions).

1.8 Layover

Renumerated time off duty while away from home terminal.

1.9 On call

Described as a situation when a Culinary Crew Member is put on a “emergency availability calling list” for the next train departure as a method of ensuring missing staff will be replaced within reasonable time.

1.10 Union Representative

Means a duly authorized representative of the CAW.

ARTICLE 2-RECOGNITION AND SCOPE

2.1 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 described in this Collective Agreement.

2.2 This Collective Agreement covers Culinary Crew Members work performed on all current routes and any/all future new introduced routes.

2.3 The main function of supervisors is to direct the work force. Supervisors and employees outside the bargaining unit will perform bargaining unit work subject to 2.4 below.

2.4 Supervisors (ie: as defined in 1.7 above.) may relieve Culinary Crew Members in the following instances:

- i) Where a bargaining unit members needs to take a break or in case of an emergency
- ii) Where a bargaining unit members becomes ill or injured during the performance of his/her duties on the Train; or
- iii) Where there is less than ninety (90) guests on a train, the designated supervisor will perform the work of the 1st cook. (Upon request the Company will verify such numbers of guests as per the guest manifest provided by the client.)

2.5 The Company shall replace a Culinary Crew Member who cannot complete his/her trip by another Culinary Crew Member who is inside the bargaining unit as soon as reasonably possible and taking into consideration the isolation factor of the workplace, such decision will be the responsibility of the Executive chef.

2.6 In accordance with Section 51 through Section 55 of the Canada Labour Code - Technological Operational or Organizational (T/O/O) change, the Company shall give the Union at least one hundred and twenty (120) calendar days' notice of any technological changes. During the notice period, the Corps will meet with the Union to explain the technological change and discuss any effect it will have on employees, with a view to minimizing such effects.

2.7 The Union shall be afforded sufficient time during employee orientation/training to introduce the Union and the Collective Agreement to the membership. The Union reserves the right to provide such training without Management presence.

2.8 The Union will have the exclusive use of one (1) latched bulletin board provided by the Employer, which will be located in the Vancouver Station office. This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to members of the bargaining unit. All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

2.9 The Company will not require an employee covered by this Agreement to cross a legal picket line of the CAW 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 erects a picket line, 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.

2.10 The Union and the Company agree that during the term of this Agreement there shall be no strike or lockout.

2.11 The Union will be advised in writing of any change(s) to the reporting structure and/or titles of supervisory roles.

2.12 An employee may wear the Union button without being disciplined.

2.13 Human Rights

2.13.1 In recognition of the right that every employee is entitled to a work environment that is free from harassment and/or discrimination, the employer and the Union recognize the principles of the Canadian Human Rights Act and will work together to ensure a workplace free from discrimination. Allegations of discrimination shall be limited to the prohibited grounds as specified in the Canadian Human Rights Act, specifically race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and conviction for which a pardon has been granted..

Complaint Process

If an employee believes that he/she has been the subject of discrimination or harassment, then the employee shall advise Employer and the Union.

If the employee's concerns are not satisfactorily resolved, then the employee may submit a grievance at Step Two or the grievance procedure, and/or refer their complaint to the Human Rights Tribunal of Canada.

ARTICLE 3-UNION SECURITY

- 3.1** All current employees who have not done so and all new employees will be required to complete and sign an Application for Membership and Authorization for Check off of Dues and Initiation Fee on Form supplied by the Union to the Company.
- 3.2** The Local Union copy of this form will be forwarded to the Local Union Financial Secretary upon completion.
- 3.3** All dues and initiation fees deducted must be remitted to the Local Union Financial Secretary within five working days of the deductions along with a list of names and the amount of each deduction.
- 3.4** The Company will supply to the Union Committee with the following information at the end of every month and send a copy to the local union office:
- Employees who are in the bargaining unit regardless of whether or not they paid dues in the month.
 - Employee's number and their hourly rate and classification.
 - The number of hours worked in the month.
 - Employees status (i.e. at work, on vacation, LTD, WCB, retired in the month, any other leave of absence) and the date of occurrence.
 - Layoffs and recalls.
 - Employees who have lost seniority.

- A list of forepersons and supervisors and all non-bargaining unit personnel will be supplied monthly by the Company to the Committee.
- 3.5** The Financial Secretary of the Local Union will notify the Company of any change in the amount of Union dues and/or Initiation fee to be deducted in line with constitutional requirement of the National Union.
- 3.6** Union dues are payable from the first full pay received by the employee following the date of hire. Minimum amount of union dues shall be:
- Two hours & twenty minutes straight time per month or whatever rate is determined by the Union or its Local;
- For those members paid by the hour, day, week or month, the dues shall be based on the amount earned per straight time hour in the last payroll period worked before the dues are payable
- 3.7** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article, except for any claim or liability arising out of an error committed by the Employer limited to the amount actually involved in the error.

ARTICLE 4—UNION STEWARDS

4.1 SHOP STEWARDS

- 4.1.1** The Union shall appoint from among the employees, and the Employer shall recognize a duly authorized Unit Chair and duly authorized Stewards selected by the Union.

The duties of the Unit Chair and Stewards shall be to assist in the reporting and resolution of all grievances as well as disseminating bona fide information of the Union to the employees. The Union agrees to advise the Employer in writing of any change made by Election or selection from time to time.

- 4.1.2** The Union will select a duly authorized steward for each train during the season; such steward will identify himself to the supervisor on duty at the time.

Note: The Unit Chair shall act as a Steward on the train(s) he scheduled on.

- 4.1.3** The Shop Steward(s), as well as the Unit Chair, first obligation is the fulfillment of his/her responsibility as an employee.
- 4.1.4** Shop Stewards will be granted reasonable time during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, such time shall be considered to be time worked.

4.1.5 The Employer and the Union recognize that the Employer does not own or control the work sites of its clients. Union representatives shall not be entitled to visit the trains or the Kamloops site except with prior authorization from the Corporate Chef – Operations & Staffing, or his designate

4.2 MANAGEMENT AND UNION MEETINGS

4.2.1 On the request of either party, the parties will meet at least once every two (2) months in season for the purpose of discussing workplace issues, excluding matters under discussion in the grievance procedure.

4.2.2 The Committee shall consist of two members each from management and the bargaining unit.

4.2.3 Minutes shall be kept as a record of the matters discussed during these meetings.

4.2.4 The committee shall not have jurisdiction over **any** matter of collective bargaining or the administration of the agreement, The committee shall not have the power to bind the Union, the employees or the Employer to any conclusions reached in their discussion.

ARTICLE 5–RESERVATIONS TO MANAGEMENT

5.1 The term "Management" shall refer to management and supervisors not covered under the certificate of the bargaining unit.

5.2 Except as provided specifically herein, nothing in this Agreement shall limit the Employer in the exercise of its function of management, and without restricting the generality of the foregoing, the Employer specifically reserves the absolute right to operate and manage its affairs and facilities, including the right to hire; the right to discipline and discharge employees for just cause; determine job content; assign and schedule work; establish methods, processes and means of performing work; assess the performance of work by employees; design and implement training programs; to determine the number of employees to be employed, the duties to be performed and establish policy and procedures as appropriate and which will be consistent with the provisions of this Collective Agreement.

- 5.3** The Union recognizes the right of Rocky Mountain Catering Co Ltd. to operate and manage its business in all respects in accordance with its mandate, goals, commitments, responsibilities and contractual obligations to its clients and the Collective Agreement.

ARTICLE 6-SENIORITY AND ABILITY.

6.1 SENIORITY

- 6.1.1** Overall Bargaining Unit Seniority shall be established by the Union and then based on length of service with the Company.

One completed tour season shall equal one (1) year of service/seniority.

- 6.1.2** Classification Seniority shall be based on the date an employee enters a classification. A seniority classification list will be maintained by the company.

- 6.1.3** All employees names will appear on a seniority list as of their date of hire and be revised every season and posted on the Union billboard in the Company's Vancouver Station office. A copy of such list will be given to the Union and to the Unit Chair and that list shall be posted one (1) week prior to the scheduled start of the train tour season.

- 6.1.4** In the event more than one employee is hired on the same date, the Union will randomly assign each employee with a seniority date which will be used in determining each employee's seniority standing within each classification

- 6.1.5** Seniority within each classification will prevail for the purpose of posting and awarding of assignments, layoff and recall, subject to the employee being sufficiently capable to perform the job.

- 6.1.6** Employees promoted within the bargaining unit shall retain seniority accrued in previous classification(s) or position(s). The seniority accrued in previous classifications will prevail for the work assignments, layoffs and recalls. Once promoted, or transferred to a higher classification, employees will not be allowed to displace other employees in a lower classification.

- 6.1.7** A Culinary Crew Member who is being promoted or transferred to a higher classification will not be paid less than the rate such employee was receiving in the classification from whence they came and shall be inserted at the appropriate wage level for his/her new classification.

- 6.1.8** Employees transferred to a lower classification shall not receive less pay than they were being paid in the higher classification for a period of 1 month thereafter, they shall receive their rate of pay in their new classification

6.1.9 Seniority will also prevail for any assignment on trains that are run outside the regular operating tour season, subject to the employee being sufficiently capable to perform the job.

6.1.10 Upon agreement between the Company and the Union, employees may return in to a lower classification.

6.1.11 One completed tour season with the minimum requested days (56) equals 1 year of seniority.

6.2 Termination of Employment & Loss of Seniority

6.2.1 Employees shall lose their seniority and their employment will be terminated when:

- a) They are discharged by the Employer and not reinstated through grievance or arbitration procedure of this agreement;
- b) They voluntarily quit or resign;
- c) They are laid off and fail to return to work within five (5) working after he/she has been notified by registered mail to do so by the Employer unless a reasonable explanation is made available;
- d) They abandon the work site without an authorized leave of absence unless a reasonable reason is given to the employer before returning to work for his/her next scheduled shift;
- e) They fail to return to work on the completion of an authorized leave of absence or vacation unless a reasonable reason is given to the employee within five (5) working days of the completion of the authorized leave of absence or vacation.

ARTICLE 7—PROBATIONARY PERIOD AND TRAINING

7.1 PROBATIONARY PERIOD

7.1.1 Newly hired Culinary Crew Members 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.

7.1.2 The Company shall inform the Union or one of its representatives of the dismissal of a probationary employee no later than 48 hours after the fact.

7.2 TRAINING

- 7.2.3** The Company agrees to provide all employees with a reasonable orientation class in the week preceding the scheduled start of the regular operating tour season.
- 7.2.4** The Company shall provide all employees with the Food Safe course certification as necessary.
- 7.2.6** From time to time the Employer may require employees to meet a training standard or complete a training program as a condition of employment. It is understood that an employee attending any such training would be paid as though at work at their regular rate of pay.

ARTICLE 8 –CLASSIFICATION AND WAGES.

- 8.1** As part of the settlement of this first Collective Agreement the parties agreed to the individual wage rates and bonuses which were in place at the signing of this first Collective Agreement. Such individual wages rates and bonuses are identified in a signed confidential Letter of understanding # 7 which forms part of this Collective Agreement but is not attached because of Privacy matters. Such LOU will remain in place for the term of this first Collective Agreement.
- 8.3** An end of season bonus will be paid as an hourly accrual based on train hours worked. The bonus will be paid at the end of the tour season to all Culinary Crew Members who complete the season unless otherwise laid off or absent from the workplace for a bona fide reason in which case the bonus will be prorated. The employer agrees to pay the bonus on a separate cheque or payment. Employees who are terminated with cause or quit will not be entitled to any bonus.
- 8.4** Lay over pay will be calculated at five (5) hours at the respective hourly rate exclusive of the bonus rate.
- 8.5** i) Employees will be compensated a minimum of four (4) hours at the regular rate of pay if required to fly to or from Calgary.
- ii) When required to fly to or from Jasper, employees will receive a travel allowance of nine (9) hours at the regular rate.
- Such employees who are required to fly will be allowed the appropriate meal allowance as shown in Article 12.1.
- 8.6** Employees who are scheduled for work on the Fraser Discovery Route (FDR) shall receive a travel allowance of \$125.00 for a full trip (4 train working days) and \$62.50 for a half trip (2 train working days) (meal allowance is included in the rates shown for FDR)

- 8.7** Employees who are “on call” for the next train departure will be compensated at a rate of three (3) hours pay regardless of whether or not a such employee is being asked to report for duties. If insufficient employees are available to protect the on call position, it will be filled on a senior may, junior must basis.

*Note: If the employee is being asked to report for duties but fail to show up while “on call”, no compensation shall be paid.

- 8.8** The Company will consult with the Union Unit Chair when hiring part time or casual employees.
- 8.9** The Company shall not create new Job Classification(s) or abolish any existing classification positions without first consulting the Union Unit Chair.

ARTICLE 9-OVERTIME

- 9.1** Due to the nature of the work in a continuous operation involving regular hours and days of assignment, overtime will be averaged according to the following schedule.
- 9.1.1** Train Hours worked by Culinary crew for a designated 8 week period will be totalled, hours in excess of the total basic hours of three hundred and twenty hours (320) for the period involved will be paid at time and one half (1.5).
- 9.1.2** Over time pay is calculated based on the hourly base rate excluding bonus, deadheading, fly out, layover, on call and any other non train hours are not eligible for overtime averaging. Over time pay will be paid out on June 10th, Aug 5th, Sept 30th, 2009. At the commencement of the Season in 2010, the Company will advise the Union the specific dates over time pay will be paid out.

ARTICLE 10-HEALTH AND WELFARE

- 10.1** The Company agrees to pay monthly premiums of ~~\$54.00~~ for BC MSP coverage to all eligible employees (during train season)
- 10.2** 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.
- 10.3** The Company shall cover the cost of Hepatitis A vaccination shot for every Culinary Crew Member as required. Employees are required to keep a record of their most recent vaccinations in this regard.

ARTICLE 11-VACATIONS

- 11.1** Vacation entitlement is based on the number of completed tour seasons With Rocky Mountain Catering. A completed tour season is equal to fifty-six (56) working train days or more.
- 11.2** Culinary Crew Members vacation entitlement schedule will be calculated as per 2008 rates and until the end of this collective agreement.
- 4% for employees less than 3 seasons with the company.
- 6% for employees over 3 seasons with the company.
- 11.3** Applicable vacation pay, as defined above, will be paid to each and every employee on all regularly scheduled pay deposits.
- 11.4** Culinary Crew Members may request a vacation leave during the operation season. Vacation requests require the approval of an Executive Chef or a designate and are subject to operational requirements.

*Note: It is understood that in the event of an employee taking such vacation leave, there will be no compensation in the understanding that the vacation rate is being paid on all regularly scheduled pay deposits.

ARTICLE 12-MEALS AND OUT-OF-TOWN LODGING

- 12.1** 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 good quality and kind. 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:

April 1, 2009	
Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$22.00
Daily Rate	\$44.00

- 12.2** Employees required to overnight away from their home terminal will be provided with reasonable 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.
- 12.3** When an employee is required by the Company 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 13–UNIFORMS

- 13.1 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.
- 13.2 Employees required to wear uniforms will be provided with such uniforms at no cost to the employee. The Company will make all reasonable efforts to ensure uniforms issued are sized properly for each employee.
- 13.3 Employees will receive a cleaning allowance of \$15.00 per trip (including half trips).
- 13.4 In the event a part of uniform or the whole uniform is damaged, the Company agree to replace it at no cost to the employee.

ARTICLE 14–SHOE ALLOWANCE

- 14.1 The Employer agrees to pay all employees a shoe allowance up to One Hundred dollars (\$100.00) every year at the start of the train season.
- 14.2 Employees shall submit their shoes receipt to the management no later than the end of May.

ARTICLE 15-MISCELLANEOUS BENEFITS AND COMPENSATIONS

- 15.2 Employees called in for staff meetings when not on a trip will be paid their hourly rate for a minimum of two (2) hours.
- 15.7 Culinary Crew Members shall get compensated \$35.00 each time they have to share hotel room; such instances shall be kept to a minimum.
- 15.9 If an employee is terminated, the Employer shall dispense a severance pay in accordance with the Canada Labour Code in existence at the time of signing this Agreement.
- 15.10 Employer will update regularly the list of staff, phone numbers. Email addresses and important contact informations, such list will be made available to the Union periodically as needed.

ARTICLE 16-STATUTORY HOLIDAYS

- 16.1 The ten (10) Statutory Holidays are the following:

New Year's Day

Labour Day

Good Friday
Victoria Day
Canada Day
Civic Holiday (first Monday in August)

Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

- 16.2** To be entitled to statutory holiday pay, an employee must have worked for the Company at least one hundred twenty (120) hours in the thirty calendar days prior to the statutory holiday.

ARTICLE 17 MINIMUM CREW CONSIST

- 17.1** The minimum crew consist shall be based on no less than one (1) First cook, one (1) second cook and one (1) dishwasher for a “A” dome, or one (1) first cook and one (1) dishwasher for a “B” dome, unless there is ninety (90) guests per train or less, in that case article 2.5.2 (iii) will apply.
- 17.2** In the case of a Train which has twenty-six (26) guests or less, the Crew consist shall be limited to one (1) sous chef and either one (1) dishwasher or one (1) second cook based on the Executive chef decision.
- 17.3** In the case of a Train which has twelve (12) guests or less, the Crew consist shall be limited to one (1) sous chef working by him/herself.
- 17.4** In the event that a DOME attached has less than 12 guests and the sous chef is already working on another dome, then one (1) first cook will be scheduled to work by himself on that specific dome. (Except the 9507 trial dome)

ARTICLE 18-WORK SCHEDULE AND BREAKS

- 18.1** Every reasonable effort will be made to give priority to returning staff with at least one (1) year of seniority to work a minimum of up to 700 hours.
- 18.2** Every reasonable effort will be made to give Employees the opportunity to work their preferred trips, subject to availability, sufficient capability, seniority and/or operational requirements. (final decision will rest with the Executive Chef or his designate).
- 18.3** Every reasonable effort will be made whenever possible to avoid working back-to-back train cycles.
- 18.4** If an employee wishes to trade a shift within a classification, he/she must apply in writing and obtain authorization from the Executive Chef at least (48hrs) hours prior to the trip, subject to the employee being sufficiently capable to perform the job.

18.5 BREAKS

18.5.1 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, one for breakfast and one for lunch

18.5.2 Employees shall, without question, be entitled to a minimum of a 15 minute break every 3 hours after 8 hours worked.

18.5.3 It shall be the onus of the Employees to take assigned breaks when possible and practical, consistent with their responsibilities to the client. In cases where employees are unable to take their meal break they will be paid thirty minutes at their straight time rate. No overtime will be paid for missed breaks.

ARTICLE 19-JOB POSTING, LAYOFF AND RECALL

19.1 JOB POSTING

19.1.1 Employees who have indicated in writing their interest in applying for another position shall be given consideration in seniority order, prior to the hiring of a new employee.

19.1.2 On promotions, transfers and the filling of vacancies, the Employer will consider each applicant(s) skills, ability, experience and qualifications. The senior applicant employee will be awarded the position provided the employee possesses the necessary skill and ability to perform the full measure of the work required.

19.2 LAYOFF AND RECALL

19.2.1 An employee shall be provided with two (2) weeks notice of layoff or pay in lieu thereof.

19.2.2 As a condition of employment all employees will be laid off at the end of the season

19.2.3 In the event of a layoff before the completion of the working season, the order of layoff within the affected classification shall be as follows:

- Probationary employees, then employees with the least seniority.

19.2.4 When employees are reduced, the employees having the most seniority within their classification will be retained. During the period of staff reduction and/or layoffs and/or recall, new employees will not be hired until after all available qualified laid-off employees are recalled.

19.2.5 Employees who have been laid off in accordance with the above provisions will be returned to work in line of seniority in which they were laid off.

19.2.6 The Company agrees that no Culinary Crew Member will be scheduled or called to work in another job classification if some Culinary Crew Member(s) of that same job classification have not been recalled yet.

Example: A second cook will not be asked to act as designated first cook if at least one (1) first cook is still on layoff.

19.2.7 The Employer shall give notice of recall to a bargaining unit position(s) by telephone and/or e-mail. Records must be kept and available upon request of the Union.

19.2.8 The employee shall keep the Employer informed of the Employee's present mailing address or locations where they may be reached.

19.2.9 If an employee declines an offered position within the bargaining unit, or fails to respond to a notice of recall within 5 (five) working days from the date of receipt of the original notice, or fails to report to work within the period outlined in this sub section, such employee shall be considered to have resigned and shall forfeit his/her recall and seniority rights.

19.2.10 Should an employee be prevented from returning to work due to illness or accident he/she shall retain his/her recall rights and the Employer shall be at liberty to recall another employee until such time the employee is well enough to return to duties.

ARTICLE 20-GRIEVANCE PROCEDURE

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

Any complaint or difference raised by the Union, on behalf of an employee through the Union or the employer, concerning the interpretation, application, administration or alleged violation of the provisions of this Agreement will be dealt with in the following manner.

Step 1 - Informal Discussion

Should an employee have a concern relating to the application of this Agreement, it shall first be discussed with the employee's Corporate Chef or his/her designate, not later than fourteen (14) working days from the date of the incident that gave rise to the concern. The purpose of this discussion is to explore the employee's concern with the potential of reaching a resolution to the matter. The Employee shall be accompanied by a duly authorized Union Representative.

Step 2 - Written Grievance

Within Fourteen (14) working days of the discussion with the Corporate Chef or his/her designate as indicated above, should the matter remain unresolved, and the union representative wishes to pursue the matter, the Union Representative will provide a written grievance to the Corporate Chef – Operations and Staffing

Within fourteen (14) working days of receipt of the grievance, the Company will discuss the grievance jointly with the employee and the Union Representative. The Corporate Chef – Operations and Staffing, or designate, will render a decision in writing to the Union Representative with a copy to the employee within fourteen (14) working days of the date of this discussion at Step 1.

- 20.2** If the time limits specified herein or otherwise agreed to are exceeded:
- (a) In the Case of the Union: the grievance will be deemed to be abandoned.
 - (b) In the Case of the Company: the grievance shall be deemed settled in favour of the grievor.
- 20.3** Employees who are discharged or suspended and who are subsequently reinstated will be placed on the seniority list consistent with the employee's seniority date prior to being discharged or suspended. Unless otherwise ordered by an arbitrator.

ARTICLE 21 - ARBITRATION

21.1 Within thirty days (30) calendar days of receiving a decision at Step 2, any unresolved grievance will proceed to a single Arbitrator for 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.

21.2 All grievances being submitted to arbitration shall be adjudicated by a single arbitrator.

21.3 Within fifteen (15) working days of written notice to arbitrate the parties will attempt to agree on an arbitrator.

The arbitrator shall not alter, modify or amend any part of this Agreement

21.4 Each party to this Agreement will equally share the fee, expenses and disbursements of the arbitrator and each party shall bear its own costs.

21.5 The time limits outlined herein are mandatory but may be extended by mutual agreement between the parties. Requests for extensions shall not be unreasonably withheld and shall also be done in writing.

ARTICLE 22-DISCIPLINE

22.1 No employee will be disciplined without just cause. Formal discipline, when utilized, shall be communicated in a timely manner, with a copy of such communication placed in the employee's personnel file, and copied to the Union.

22.2 The Employer agrees that discipline should be corrective in nature and depending upon the nature of the infraction should normally impose a verbal or written warning before imposing a suspension or resorting to termination.

22.3 When an employee is required to attend a meeting, the purpose of which is to conduct an investigation or to render a disciplinary decision concerning the employee. They are entitled to have, at his request, a representative of the Union attend the meeting. In the event the Unit Chair or a Shop Steward is not available within a reasonable period of time the employee may elect to have another employee present. Employees shall be considered at work and paid at regular rates for any disciplinary meetings called by management.

22.4 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 23-BEREAVEMENT LEAVE

- 23.1** Every employee is entitled to and shall be granted, in the event of the death of a member of his immediate family, bereavement leave on any of his normal working days that occur during the three days immediately following the day of the death.
- 23.2** Every employee who has completed three consecutive months of continuous employment is entitled to bereavement leave with pay at his regular rate of wages for his normal hours of work, and such pay shall for all purposes be deemed to be wages.
- 23.3** Immediate family shall mean the employee's spouse or common-law partner; the employee's father and mother, and the spouse or common-law partner of the father or mother, Step parents, the employee's child(ren) and the child(ren) of the employee's spouse or common-law partner; the employee's grandchild(ren); the employee's brothers and sisters; the grandfather and grandmother of the employee; the father and mother of the spouse or common-law partner of the employee and the spouse or common-law partner of the father or mother; and any relative of the employee who resides permanently with the employee or with whom the employee permanently resides.

ARTICLE 24-LEAVE OF ABSENCE

- 24.1** The Company will consider any reasonable request for leave of absence subject to available employees to cover for the absent employee and reasonable time is provided to enable the Company to schedule an extra employee to cover for the absent employee.
- 24.2** The Unit Chair at a time may be allowed to a leave of absence for bona fide 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.
- 24.3** In the instance a Culinary Crew Member is successful in seeking an elected or appointed office within the Union, a leave of absence will be granted for the period of such; such employee shall have his/her seniority protected for all applications of seniority including but not limited to placement rights, etc.
- 24.4** The Company will honour its maternity, parental and/or compassionate leave obligations as outlined in the Canada Labour Code and in Letters Of Understanding #3, #4 and #5 of this Collective Agreement.
- 24.5** An employee who is summoned or who serves on jury duty and is required to lose time from their assignment or tour of duty shall be paid the difference between the amount paid by the court for such jury service and the amount of the

employee's regular hours and wages that he or she would have otherwise worked, excluding allowances paid by the court for meals, lodging or transportation.

ARTICLE 25–PERSONAL EFFECTS

25.1 Where the Client agrees, the Employer agrees to continue its current practice of providing secured lockers and locking fridges for employees to store their personal effects on the train.

ARTICLE 26-ILLNESS, INJURY AT WORK AND REHABILITATION

26.1 An employee who is injured or fall ill while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of his/her work day at his/her regular rate of pay including overtime when applicable. The Employer shall bear the costs of any necessary transportation.

26.2 The Employer will seek to accommodate employees recovering from illness and/or injury. If appropriate an accommodation plan would be implemented unless the accommodation would represent an undue hardship on the Employer and/or the Union consistent with the Human Rights Act of Canada, Section 15.

ARTICLE 27–GENERAL

27.1 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 or as otherwise agreed.

27.2 Working conditions specifically as laid out in the employer's handbook shall not be inconsistent with the terms of this collective agreement.

27.3 The Company shall not force any employee into mandatory retirement.

27.4 An employee has the right to refuse unsafe work as per the provisions of the Canada labour Code Part II.

27.5 An end of season interview will be scheduled between each Culinary Crew Member and their Executive Chef(s). This interview is not meant to be a disciplinary meeting of any sort as both parties will make every effort to discuss the issues in a positive and constructive way. The focus of the discussion will be to enhance employee career development and assess ways of improving the work environment and leadership effectiveness of the management team. The discussion will be a casual chat about the ending season and the observations made during it that will enable the Company to enhance its growth and development

- 27.6** Personnel files. Upon providing appropriate notice, an employee may request in writing their personnel file be made available for her examination in the presence of an Executive Chef, or designate. There shall be one (1) personnel file for each employee in the bargaining unit. Personal files are available for viewing only in the Vancouver or Kamloops office of the Company or electronically and only during weekdays. All requests to see files must be made 48 hours in advance not including weekends during regular season.
- 27.7** Use of Client facilities. Employees are not permitted to use client facilities or equipment, including computers, telephones, fax machines or other devices for personal reasons without authorization.
- 27.8** Job descriptions for all bargaining unit positions shall be supplied to the Union.
- 27.9** Mid-season interviews and exit interviews will be conducted in a way so as to ensure employee confidentiality. At the employee's request, the interview may be conducted on their own time outside of the train during the season.

ARTICLE 28 REPORTING FOR ASSIGNED DUTIES

- 28.1** Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations except in an emergency or unless authorized to do so, at times or in a manner inconsistent with the terms of this Agreement.
- 28.2** If an employee is late and subsequently misses a train trip, no wage will be paid for that trip.

ARTICLE 29-STANDARD OF CONDUCT

- 29.1** In all of their dealings with each other, the Employer and the Union agree that management employees, bargaining unit employees, representatives of the Union, and Union officials, will treat each other with dignity and respect.

ARTICLE 30-PRINTING OF AGREEMENT

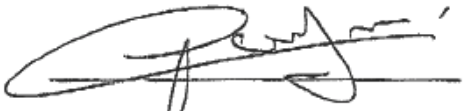
- 30.1** Effective the first of the month following ratification of this Agreement, the Company agrees to undertake the responsibility for the printing of this Collective Agreement in booklet form and its cost within sixty (60) days of signing the Master Agreement.
- 30.2** A copy of this Collective Agreement in booklet form will be supplied to all employees.


ARTICLE 31-DURATION OF AGREEMENT

31.1 This Agreement shall be in effect January 1, 2011 and will remain in effect until December 31, 2013 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 in the last year of the Agreement. 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 this 2nd day of June, 2009:

For the Company:





For the Union:









LETTER OF UNDERSTANDING #1

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 Culinary Crew Members, 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 Company's office at the Vancouver station.
- 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 lunch room and in company's office at the Vancouver station.

Safety Inspection:

- The Committee will appoint two members (one Culinary Crew Member 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 and with the Union participation.

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 #2

JOINT CONSULTATION COMMITTEE

The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate processes for the purpose of providing joint consultation on matters of common interest.

On the request of either party, the parties will meet at least once every two (2) months in season for the purpose of discussing workplace issues, excluding matters under discussion in the grievance procedure.

The Committee shall not have jurisdiction over any matter of collective bargaining or the administration of the Agreement. The Committee shall not have the power to bind the Union, the employees or the Employer to any conclusions reached in their discussions.

The Committee shall consist of two members each from management and the bargaining unit.

The Employer will grant leave with pay to employees attending joint consultation meetings.

LETTER OF UNDERSTANDING #3

MATERNITY LEAVE (AS PER THE CANADA LABOUR CODE)

Medical certificate

An employee's request under subsection (1) must be accompanied by a certificate of a qualified medical practitioner of the employee's choice indicating the expected duration of the potential risk and the activities or conditions in order to eliminate the risk.

Rights of employee

An employee who has made a request under Article 23 of the Collective Agreement is entitled to continue in her current job while the employer examines her request, but, if the risk posed by continuing any of her job functions so requires, she is entitled to and shall be granted a leave of absence with pay at her regular rate of wages until the employer.

- (a) Modifies her job functions or reassigns her, or
- (b) Informs her in writing that it is not reasonably practicable to modify her job functions or reassign her, and that pay shall for all purposes be deemed to be wages.

Onus of proof

The onus is on the employer to show that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable.

Employee to be informed

Where the employer concludes that a modification of job functions or a reassignment that would avoid the activities or conditions indicated in the medical certificate is not reasonably practicable, the employer shall so inform the employee in writing.

Status of employee

An employee whose job functions are modified or who is reassigned shall be deemed to continue to hold the job that she held at the time of making the request under subsection 204(1), and shall continue to receive the wages and benefits that are attached to that job.

Employee's right to leave

An employee referred to in subsection (4) is entitled to and shall be granted a leave of absence for the duration of the risk as indicated in the medical certificate.

Entitlement to leave

An employee who is pregnant or nursing is entitled to and shall be granted a leave of absence during the period from the beginning of the pregnancy to the end of the twenty-fourth week following the birth, if she provides the employer with a certificate of a qualified medical practitioner of her choice indicating that she is unable to work by reason of the pregnancy or nursing and indicating the duration of that inability.

Employee's duty to inform employer

An employee whose job functions have been modified, who has been reassigned or who is on a leave of absence shall give at least two weeks notice in writing to the employer of any change in the duration of the risk or in the inability as indicated in the medical certificate, unless there is a valid reason why that notice cannot be given, and such notice must be accompanied by a new medical certificate

Maternity Leave (as per the Canada Labour Code)

Entitlement to leave

206. Every employee who

- (a) has completed six consecutive months of continuous employment with an employer, and
- (b) provides her employer with a certificate of a qualified medical practitioner certifying that she is pregnant is entitled to and shall be granted a leave of absence from employment of up to seventeen weeks, which leave may begin not earlier than eleven weeks prior to the estimated date of her confinement and end not later than seventeen weeks following the actual date of her confinement.

LETTER OF UNDERSTANDING #4

PARENTAL LEAVE (AS PER THE CANADA LABOUR CODE)

Entitlement to leave

Subject to subsections (2) and (3), every employee who has completed six consecutive months of continuous employment with an employer is entitled to and shall be granted a leave of absence from employment of up to thirty-seven weeks to care for a new-born child of the employee or a child who is in the care of the employee for the purpose of adoption under the laws governing adoption in the province in which the employee resides.

Period when leave may be taken

The leave of absence may only be taken during the fifty-two week period beginning

- (a) in the case of a new-born child of the employee, at the option of the employee, on the day the child is born or comes into the actual care of the employee; and
- (b) in the case of an adoption, on the day the child comes into the actual care of the employee.

Aggregate leave — two employees

The aggregate amount of leave that may be taken by two employees under this section in respect of the same birth or adoption shall not exceed thirty-seven weeks.

Aggregate leave — maternity and parental

The aggregate amount of leave that may be taken by one or two employees under sections 206 and 206.1 in respect of the same birth shall not exceed fifty-two weeks.

LETTER OF UNDERSTANDING #5

COMPASSIONATE CARE LEAVE (AS PER THE CANADA LABOUR CODE)

Definitions

The following definitions apply in this section.

"Common-law partner"

"Common-law partner", in relation to an individual, means a person who is cohabiting with the individual in a conjugal relationship, having so cohabited for a period of at least one year.

"Family member"

"Family member", in relation to an employee, means

- (a) a spouse or common-law partner of the employee;
- (b) a child of the employee or a child of the employee's spouse or common-law partner;
- (c) a parent of the employee or a spouse or common-law partner of the parent; and
- (d) any other person who is a member of a class of persons prescribed for the purposes of this definition or the definition "family member" in subsection 23.1(1) of the Employment Insurance Act.

"Qualified medical practitioner"

"Qualified medical practitioner" means a person who is entitled to practice medicine under the laws of a jurisdiction in which care or treatment of the family member is provided and includes a member of a class of medical practitioners prescribed for the purposes of subsection 23.1(3) of the Employment Insurance Act.

"Week"

"Week" means the period between midnight on Saturday and midnight on the immediately following Saturday.

Entitlement to leave

Subject to subsections (3) to (8), every employee is entitled to and shall be granted a leave of absence from employment of up to eight weeks to provide care or support to a family member of the employee if a qualified medical practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within 26 weeks from

- (a) The day the certificate is issued; or

- (b) If the leave was commenced before the certificate was issued, the day the leave was commenced.

Period when leave may be taken

The leave of absence may only be taken during the period

- (a) That starts with
 - (i) The first day of the week in which the certificate is issued, or
 - (ii) If the leave was commenced before the certificate was issued, the first day of the week in which the leave was commenced if the certificate is valid from any day in that week; and
- (b) That ends with the last day of the week in which either of the following occurs, namely,
 - (i) The family member dies, or
 - (ii) The expiration of 26 weeks following the first day of the week referred to in paragraph (a).

Shorter period

If a shorter period is prescribed by regulation for the purposes of subsection 23.1(5) of the Employment Insurance Act,

- (a) The certificate referred to in subsection (2) must state that the family member has a serious medical condition with a significant risk of death within that period; and
- (b) That shorter period applies for the purposes of subparagraph (3)(b)(ii).

Expiration of shorter period

When a shorter period referred to in subsection (4) has expired in respect of a family member, no further leave may be taken under this section in respect of that family member until the minimum number of weeks prescribed for the purposes of subsection 12(4.3) of the Employment Insurance Act has elapsed.

Minimum period of leave

(6) A leave of absence under this section may only be taken in periods of not less than one week's duration.

Aggregate leave — more than one employee

The aggregate amount of leave that may be taken by two or more employees under this section in respect of the care or support of the same family member shall not exceed eight weeks in the period referred to in subsection (3).

Copy of certificate

If requested in writing by the employer within 15 days after an employee's return to work, the employee must provide the employer with a copy of the certificate referred to in subsection (2).

LETTER OF UNDERSTANDING #6:

During bargaining the Company raised concerns over the operation of Prototype Car 9507 by the Client, as it at times does not operate in the conventional manner of regular Dome Cars.

Union agreed to recognize that when Prototype Car 9507 is being operated as a test car then Article 2(c) and Article 17 would be waved in regard to manning issues.

It was further agreed that when Prototype Car 9507 is being operated as a regular Dome car then Article 2(2) and Article 17 shall fully apply.

LETTER OF UNDERSTANDING # 7:

INTENTIONALLY LEFT BLANK (See Article 8.1)

LETTER OF UNDERSTANDING #8

(This Letter shall not form part of the Collective Agreement)

Letter of Understanding between the Parties in regard to Two Complementary Tickets received from the client annually:

Should any service including “red-leaf” service be discontinued or replaced, the parties agree to make every reasonable effort to retain the two annually complimentary tickets normally given to the returning Culinary Crew Members by the Client.

The Parties further agree to make every reasonable effort to keep the same level of benefit in the replacement service or next available service.