

Consolidated Agreements between the Teamsters Canada Rail Conference and Canadian Pacific on Oct 04th, 2011. It is understood that all items pertained in this document are on a without precedence or prejudice basis, and is effective on the 17th day of October, 2011. This agreement supersedes all previous Local Agreements to the contrary, covering the Locomotive Engineers and Conductors at London and Windsor, Ontario. This agreement will remain in effect, in part and/or in full until cancelled, upon thirty (30) days written notice from either party. Upon receipt of written notice, the Company and the Union agree to meet within 7 days to review and discuss the terms of this agreement. In the event that the parties cannot resolve the issue(s), the matter will be progressed to the General Chairmen and the General Manager for final disposition.

For the Union:

Peter Wynne
Local Chairman
TCRC – T Div. 528
London

Shane Duffy
Local Chairman
TCRC – LE Div. 528
London

Ray Vigneux
Local Chairman
TCRC – T Div.528
Windsor

For the Company:

Gerry Gionet
Superintendent
South Western Ontario

Andrew Creighton
Road Foreman
South Western Ontario

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BOARD PLACEMENT

JOINT

No Scoop Rule

An RTE in unassigned pool service on the Galt, Windsor or Hamilton Subdivisions who has been passed by another enroute will regain their original turn at the objective terminal when possible or upon return to their home terminal. If unable to secure their turn at the away-from-home terminal or at the home terminal their turn will be placed at the bottom of the pool list. This rule is applicable to through freight crews only between London and Toronto Yard and or Windsor/Detroit and or Hamilton. This rule also applies to those RTEs who have passed another RTE enroute and wish to have their turn repositioned. RTEs must advise CMC on arrival in order to have their turn placed in proper position. An RTE who books personal rest at the away-from-home terminal and is passed by another RTE while under personal rest will not be allowed to regain his original turn. It must be understood that there will be no additional expense to the company in the application of this rule.

NOTE: Turns lost due to TCS cannot be regained.

OMTS

RTEs in freight service yarding trains at terminals London, Toronto Yard, Windsor/Detroit and Hamilton will hold their turn from the time train concerned arrives at the following points. Toronto Obico mileage 10, Windsor, Lakeshore turnout mileage 109.77, London Windsor Sub. Adelaide St. London Galt Sub. Asylum Dr. and Hamilton Sub mileage 61.6.

TCRC-T

Short Turn Rule (150 Miles Home Terminal)

A Pool Conductor having worked a Short Turn ex London, (150 miles or less exclusive of arbitraries) or cancelled after performing work in the home terminal, may at the end of their tour of duty, have their turn repositioned to its original board placement at the time of call and indicate no short turn.

A Pool Conductor who elects to work a second short turn cannot reposition their turn and will be placed at the bottom of their respective pool.

A spare trainperson having worked a short turnaround of 150 miles or less at the home terminal, shall remain first out on the spare list, unless working two consecutive tours, then the employee will be placed to the bottom of the spareboard.

This does not include deadhead from ad hoc vacancies from outposts to home terminal.

It will be the employee's responsibility to notify the CMC of the application of this rule at the time of booking off.

Short Turn Rule (Away From Home Terminal)

A Conductor/Trainman called for a Short Turn at the Away From Home Terminal, upon tying up at expiration of that tour of duty to be replaced to their original turn in their respective pool in Toronto, Hamilton or Windsor, with the right to book up to eight hours rest. This Local Rule to be implemented with the understanding between the TCRC and the Company that every effort will be made by NMC in Montreal to deadhead said Conductor/Trainman to their Home Terminal at the expiration of personal rest or at tie up time. It will also be understood by the TCRC that availability of Conductors/Trainmen at the away from home terminal and the Company operational requirements will be the determining factor in terms of deadheading. Furthermore it will be understood by the Company and the NMC, that the provisions of Article 15.04 apply.

It is the responsibility of said Conductor/Trainman to notify NMC of their intent to be repositioned

TCRC-E

Changing Board Placement

Locomotive Engineers working in unassigned service must check their board standing upon tying up at the home terminal. Any changes to be made in board placement will be done within 2 hours of off duty time by notifying the CMC of changes to be made. In such cases where there are discrepancies in the board standing of an Engineer and said Engineer is not satisfied with the decision of the CMC, a final decision will be made by the Local Union representative on information received from the CMC Supervisor.

Pool: Off for Miles

When pool engineers are booked on after being off for miles they will be placed at the bottom of the pool list at 2201 for a call at 0001 if their turn is out. The pool engineer off the longest will be placed to the bottom of the pool list first. If their turn is in then they claim their turn on the pool list.

Spareboard: Off for Miles

Spare engineer booked on after being off for miles will be placed to the bottom of the spare board at 2201 for a call at 0001. Spare engineer off the longest will be placed at the bottom of the spareboard first.

Short Turn Rule (150 Mile Home Terminal)

An Engineer called for a Short Turn ex London, (150 miles or less exclusive of arbitraries) or cancelled after performing work in the home terminal, may at the end of their tour of duty, have their turn repositioned to its original board placement at the time of call and indicate no short turn. Note: for the purpose of this rule, the above noted jobs are considered short turns. Further jobs that are advertised ex London may fall into this category. This does not include deadhead from ad hoc vacancies from outposts to home terminal.

An engineer who elects to work a second short turn cannot reposition their turn and will be placed at the bottom of their respective pool or spareboard as per local rule. i.e. switch time and off duty time. An engineer who indicates "No Short Turn" and then works one (i.e. 100 miles cancelled after performing work) may reposition their turn a second time and indicate no short turn. Thereafter Engineer goes to bottom of pool or spare list. Rest may be booked as per collective agreement. It is the responsibility of the Engineer affected to notify CMA of their intention to reposition. It is also understood that there will be no additional expense to the Company as result of this local rule.

Short Turn Rule (Away From Home Terminal)

Locomotive Engineers in unassigned pool service who are called to make a short trip or turnaround out of the away-from-home terminals of Windsor, Toronto and Hamilton will upon tying up at the completion of tour of duty be repositioned to their original board placement at the time of their call. When practicable the Engineer will be deadheaded to the home terminal. This will not constitute a runaround for other affected engineers. If Engineer is deadheaded to the home terminal then local board placement rule will apply.

This Local rule to be implemented with the full understanding between the Company and the union that every effort will be made by OC Montreal to deadhead Engineers to their home terminal and that company operational requirements will be the determining factor in the terms of deadheading.

Furthermore it is to be understood by the company that the provisions of Ontario District Rule 6 apply.

NOTE: IT IS THE RESPONSIBILITY OF THE ENGINEER TO NOTIFY THE CMC OF THE REPOSITIONING OF THEIR TURN.

Protecting Spare Turns in Pool Service

Pool engineers will not be required to protect spare turns ahead of them on list and if used will only take one turn with them. If a pool engineer protects a turn ahead of him/her, when returning to London he/she will be repositioned ahead of the carried turn. Engineers called to protect other than their own pool turn must carry their turn with them.

CALLING PROCEDURES

JOINT

1st In 1st Out

All unassigned service to be manned by RTEs on a first-in first-out basis. Such service to include unassigned freight. Relief work for all assignments on the London Division will be manned by the London Engineers Spareboard and Trainpersons Spareboard for their respective craft.

TCRC-T

Relief Work in Unassigned Pool Service

If a conductor in the pools is unable to protect his/her turn for any reason other than being under rest, the turn will run spare. When in a Conductor-Only operation where there are no trainpersons holding first or second brakeperson's positions in the pool, relief for Conductors will be supplied by the first out Conductor on the spareboard. If there are no available trainpersons on the spareboard, the next available conductor in the same pool will be called. (i.e. the pool will be boosted).

When both a trainperson and a Conductor are required for the same train, the first two employees will be called; the senior of the two will run as the Conductor.

Relief Work in Assigned Service

Conductors' relief will be supplied by the senior qualified trainperson owning the assignment. If there are no qualified trainpersons working the assignment, the first up qualified available conductor on the trainperson's spareboard will be called.

Trainpersons relief will be supplied from the spareboard.

Jobs Manned from Spareboard

All unassigned work trains, snow plows, TEC cars (working and non-working) and assigned crews requiring relief account rest will be manned from the trainpersons spareboard. The first up qualified conductor and the first up trainperson(s) will be called. In the event that those called are all qualified conductors, the most senior will fill the position of conductor. If there are no qualified conductors on the Spareboard, the junior available conductor in the terminal will be called.

Outpost Terminal - If a Conductor or trainperson is called for a foreign job and he/she is unable to accept the call or books sick at the foreign terminal, when he/she books OK for duty, he/she must replace the employee who accepted the call in his/her place

Booking on - Assignments

Conductors and trainpersons booking OK for assignments or exercising their seniority for same, must book OK prior to the assignment having booked off duty or he/she will not be allowed to work until having done so.

TCRC-E

Filling Vacancies

Pool Service (Detroit Pool-DP, East Pool-EP, Ham Pool-EA)

- 1st out rested Engineer from Engineer Spareboard
- Engineer on E-1 list (to be called first-in- first-out basis)
- Engineer off for miles the longest

Assigned Job Vacancies (Wayfreights, Road Switchers, Work Trains at London or Outpost;)

- 1st out rested Engineer from Engineer Spareboard
- Engineer on E-1 list (to be called first-in- first-out basis)
- Engineer off for miles the longest.

London Yard Vacancies

- 1ST out rested Engineer from Engineer Spareboard
- Engineer requesting to make up lost shift
- Engineer on E-1 list (to be called first-in- first-out basis)
- Engineer off for miles the longest

Galt Hagey Yard Vacancies

- 1ST out rested Engineer from Engineer Spareboard
- Junior rested Engineer from Engineer Spareboard (more than one day)
- Engineer requesting to make up lost shift
- Engineer on E-1 list (to be called first-in- first-out basis)
- Engineer off for miles the longest

Windsor Yard Vacancies

1st out rested Engineer from Engineer Spareboard (one day only)
Junior rested Engineer from Engineer Spareboard (more than one day)
Senior rested Engineer from Windsor Yard making up lost shift

Senior rested Engineer from Windsor Yard requesting sixth shift
Senior rested Engineer from Windsor Yard requesting extra work
1st rested Engineer from Detroit Pool
1st rested Engineer from East Pool
1st rested Engineer from Ham Pool
Engineer waiting turn longest (all pools)
Engineer off for miles longest
Assigned Engineer working Windsor Yard on days off (on Windsor E-1 list)
Assigned Engineer on days off (on London E-1 list)
Assigned Engineer working Windsor Yard on days off (not on E-1 list)
Assigned Engineer on days off (not on London E-1 list)
Qualified Engineer not working as such (on London B-9 list)
Qualified Engineer not working as such (on Windsor B-9 list)
Qualified Engineer not working as such (not on Windsor B-9 list junior qualified)
Qualified Engineer not working as such (not on the London B-9 list junior qualified)

Work Trains

All work trains, TEC Cars (Working or Non- Working), snowplows and auxiliaries originating and tying up at London will be manned by the first-out available Locomotive Engineer on the London Engineers Spareboard. All work trains, snowplows and auxiliaries originating at London and tying up at other than London will be manned by the junior available Locomotive Engineer from the London Locomotive Engineers Spareboard.

All work trains, snowplows and auxiliaries not originating at London will be manned by the junior available Locomotive Engineer from the London Locomotive Engineers Spareboard. Relief may be requested by the Locomotive Engineer until tying up at the end of the first day. If run into a foreign terminal, e.g. Toronto, Windsor or Hamilton, Locomotive Engineer will be deadheaded home.

Covering Outpost Vacancies

Vacancies of one day only (Personal leave, EDO, Company business) will be filled by the first-out Engineer on the London Engineers Spareboard. Vacancies of more than one day and less than seven days will be filled by the Junior available Locomotive Engineer on the London Locomotive Engineers Spareboard, who has until the end of their first shift to request relief by a junior Locomotive Engineer from the Locomotive Engineers Spareboard.

Engineers returning from outside points when deadheading is not paid for will be given their turn from the off duty time at the outside point. If deadheading is paid for engineers must allow five hours before booking on. At outside points where permanent vacancies or annual vacation vacancies occur, the junior spare

engineer will be sent to cover the assignment unless a senior engineer applies. Spare engineer called to relieve at outside points for a specific or stated number of days will protect the assignment for the number of days stated only. There after the regular engineer must protect his own assignment. When the length is not specified, spare engineer will protect until the regular engineer returns to duty. The assigned engineer must book OK for duty before the scheduled completion time of the assignment to permit the relieving engineer to deadhead home on completion of his shift or tour of duty.

When more than one engineer is required to relieve at outside points, and provided both engineers are ordered or advised and are available to protect at the same time, the senior engineer will have his/her choice. A spare engineer will not be permitted to hold a temporary vacancy if their turn is required to protect an out of town assignment.

Locomotive Engineers Available List (E1)

Engineers who desire to make themselves available on the E1 list can put this on their WCC bid or by calling CMC.

Engineers making themselves available will be placed on the "available board" in seniority order and then will be called to work on a first-in-first-out basis.

Mileage made by the Locomotive Engineers on the "available list" will be used in computing their monthly mileage. Such mileage will also be charged to the appropriate pool or spare list.

An Engineer who is O.K. for duty and on the "available list" and does not accept a call will be placed on the bottom of the list.

AGREEMENTS

Deadheading on Freight Trains

When the Company orders a freight train and a deadhead or deadheads on the same train from the away-from-home terminal the Locomotive Engineer and Conductor/Trainman will be called in the following order. The first out available Locomotive Engineer and Conductor/Trainman will be called to work the train and the second out available Locomotive Engineer and Conductor/Trainman will be called to deadhead.

NOTE: Hours of service regulations will apply in all cases

Elkhart Crews Run Long

When US-Elkhart crews run to mileage 104.6 - Windsor subdivision the affected London Detroit Pool crew (Locomotive Engineer, Conductor and Trainperson - if any) will be paid the MOP mileage, as if they had operated over the entire subdivision. In the unlikely instance which precipitates the Elkhart crew performing legitimate C-Only switching (Initial or Final Terminal), which would have otherwise been performed by a CPR crew (potentially entitling that CPR crew to a C-only allowance), the adversely affected CPR crew will be entitled to claim such C-only allowance, in addition to their MOP mileage. In cases where it is not readily known if the US-Elkhart crew did perform such C-only switching, the appropriate Company Officer will advise the affected crew and such advice will not be unnecessarily withheld. When crews make such a C-Only switching claim, they will be required to denote the specifics of the work which was performed and the advising Company Officer, if any.

Employees Displaced - London Jobs in Toronto Terminal

It is agreed that Trainman/Conductors being displaced from working any London Zone Assignments, which have home terminals in Metropolitan Toronto, may exercise their seniority to assignments situated in Toronto District No. 1 Zone or Toronto District No. 3 Zone. The requirements to exercise seniority in the London Zone shall be waived.

Galt Deadheading

For the purposes of the application of Article 42, Rule 13, paragraph (a), as it applies to payment for deadheading, time occupied in deadheading from London to Galt or Galt to London to relieve on positions on Galt Yard assignments will be 4 hours. Such time to be paid at the same rate as that on which the spare trainperson is relieving. Further, for the purposes of the application of Rule 4, Rest Rule this confirms our understanding that when an employee is called to deadhead from London to Galt in order to work an assignment or an extra shift the employee will be entitled to 1 hour traveling time prior to when the shift commences, which will be added to his/her right to book rest after 11 hours

service.

Chatham Roadswitcher

It is understood that a number of Local agreements have been made in the past that have resulted in review by the parties with the goal of clarifying an appropriate protocol specific to the Chatham Roadswitcher, Assignment #10 starting at Chatham at 0700 hours, Monday through Friday, Saturday if required and a rest day of Sunday.

(a) Any review of wage claims prior to the signing of this agreement, specific to previous agreements, shall be conducted by the signatory parties and dispensed of thereafter in recognition that the claims were made in accordance with prior agreement.

(b) It is agreed that the 30-mile radius that is identified in the current Collective Agreements shall be extended to allow this assignment to perform any required customer switching at Glencoe, on the Windsor Subdivision. In such instances, time occupied beyond 30 miles or miles traveled beyond 30 miles, whichever is the greater with a minimum allowance of 50 miles each time this work is performed, shall be added to the wage claim of the crew working the assignment. This additional payment shall not be included in any guarantee payment that may be received by any of the crewmembers that may work the assignment.

Filling of Vacancies

The Company and the Union agree that in respect to trainpersons within the London Seniority Zone, Appendix A-4, (7) will be modified to allow a Yardperson to fill temporary vacancies in either Yard or Road service and to allow a Trainperson to fill temporary vacancies in either Road or Yard service. All existing time limits with respect to the vacancy will remain unchanged.

It is understood that this agreement supersedes any previous local rules that were in effect prior to .

All rules contained within this agreement pertaining to trainpersons are subject to the applications of Article 9 (A). The applications of this agreement will not result in any additional expense to the company, nor is it intended to result in placing either party in a less advantageous position.

Either party may cancel this agreement by informing the other in writing with at least 30 days notice

Work Train MOP - London

ON DUTY	MILE S	ON DUTY	MILE S	ON DUTY	MILE S	ON DUTY	MILES
0:01 – 10:00	200	12:55	311	14:00	325	15:05	339
10:01 – 11:59	250	13:00	313	14:05	326	15:10	340
12:00	300	13:05	314	14:10	327	15:15	341
12:05	301	13:10	315	14:15	328	15:20	342
12:10	302	13:15	316	14:20	329	15:25	343
12:15	303	13:20	317	14:25	330	15:30	344
12:20	304	13:25	318	14:30	331	15:35	345
12:25	305	13:30	319	14:35	332	15:40	346
12:30	306	13:35	320	14:40	333	15:45	347
12:35	307	13:40	321	14:45	334	15:50	348
12:40	308	13:45	322	14:50	335	15:55	349
12:45	309	13:50	323	14:55	336	16:00	350
12:50	310	13:55	324	15:00	338		
MILES CLAIMED MUST BE UNDER A LOCATION CLAIM CODE							
WITH AN "IP" CLAIM OF ONE MILE TO ROUTE TO AUDITOR FOR ADJUSTMENT							

Weekly Crew Change Procedures

General Principles:

1) These procedures are designed to eliminate mid-week displacements and consequently provide employees a more stable work place.

A weekly crew change will take place each Sunday at 2201 to be effective 0001 Monday governing:

- i) Establishment of or reduction to the number of regular assignments
- ii) Adjustments to the pools
- iii) Adjustments to the spareboards
- iv) Movement to or from permanent or temporary vacancies

All regular assignments, temporary vacancies existing or known, and positions on the respective spareboards will be filled on a weekly basis.

(a) Annual Vacation will begin and end effective with the weekly crew change. Employees will automatically be booked off and on by CMC, to coincide with the weekly crew change. If one or more General Holidays fall within an employee's annual vacation period, in all circumstances, the extra day(s) of vacation will be

filled as a vacancy of less than five days (yard), six days (road), seven days (engineers).

(b) When an employee goes on holidays before pension, his/her vacancy will be filled on the first day of the holidays, permanently.

(c) Employees electing to take the General Holiday before or after their scheduled annual vacation period, in the application of item 4, will have their turn established in their assignment <or> pool <or> spareboard (seniority permitting) at 2201 Sunday night, effective 0001 Monday and the turn will run spare until the employee returns. (see item 16)

5) General Advertisement of Assignments will coincide with the weekly crew change and all regularly assigned positions will be bulletined and awarded as per individual bid and on a seniority basis.

6) The Company will post job abolishment's, annual vacation vacancies, pool adjustments, or any other known claimable vacancies between 1600 EST on Tuesday to be applied the following Monday at 0001. Arrangements will be made for employees to access such information as required.

7) Bulletins advertising new assignments will be posted, by the Company, no later than 1400 EST on Thursday to take effect at crew change following the proper bulletin period. Applications for new assignments will be awarded to the senior qualified employee making an application. Arrangements will be made for employees to access such information as required.

Note: In exceptional circumstances and in the event that operational requirements necessitate an extra assignment(s) and the information supporting these requirements was received after the 1400 EST Thursday bulletin deadline, upon mutual agreement between the Company and Union Representatives, the Company may bulletin such assignment(s), no later than 1600 EST on Tuesday. As such, these vacancies will be filled through the weekly crew placement process and will be re-bulletined the following Thursday, should the position(s) still exist.

8) Local representatives of the company will consult with the Union on adjustments to the pool(s) and spareboard(s) by no later than Tuesday at 1200 EST. The results of any adjustments will be reflected in the weekly

crew changes. This weekly mileage information will be posted at all reporting locations, by 16:00 EST on Tuesday.

9) Subsequent vacancies created by this award will be filled within the same bulletin advertising the permanent vacancy or new assignment. If no applications are received, or a position is not filled by bid, the junior qualified employee on the respective spareboard, will be assigned to the position.

10) Weekly crew changes will be posted, no later than 16:00 EST on Friday. Employees who are affected, due to the weekly crew adjustment process, will be notified by the Company in a timely manner, via e-mail if requested, via fax at outpost if on duty, via bulletin, or by phone call.

11) When Locomotive Engineers exercise their seniority to a temporary vacancy they must remain on same until displaced by the regular Engineer or Senior Engineer, unless a new temporary vacancy is created as per the WPP (Weekly Placement Process). This not to include moving from one vacancy to another within a Pool.

WEEKLY Bid System

The weekly bid system will operate in the following manner:

12) The deadline for submission of the employee's weekly bid sheet, either new or revised, is 10:00 EST Friday of each week, to be effective with the following seven-day period, commencing 0001 Monday.

13) When returning from annual vacation, employees may submit a new bid prior to the 1000 EST Friday deadline. If no bid is received by that time, the last bid submitted will be used for board placement.

14) Vacancies on regular assignments created by an employee changing assignments on their return from annual vacation will be handled in the manner outlined in items 7 & 9.

15) Employee(s) returning from unscheduled absences in excess of five consecutive days (yard), six consecutive days or more (road), seven consecutive days (engineers) and whose temporary vacancy has been filled under the terms of this agreement, will notify the company of their expected date of return prior to the 10:00 Friday deadline. This employee

will be placed according to their weekly bid, and in accordance with the terms of this agreement. If unable to place onto a position effective with the regular crew change, the employee's position will run spare until the employee is actually placed onto the working position.

16) In the unlikely event that employee(s) unexpectedly return from unscheduled absences in excess of five consecutive days (yard), six consecutive days (road), seven consecutive days or more (engineers), and who were unable to provide notification as outlined above, will be handled as follows;

TCRC – T (Road/Yard):

in pool service, if holding a temporary vacancy or a permanent position, the employee will return to the position held prior to departure (seniority permitting), and the pool will run "heavy" until crew change.

if the last position held was assigned service, the employee will return to their regular assigned position prior to departure. The employee relieving will be placed on the spareboard until crew change. Employees unqualified for all classes of service required will be assigned to familiarization tours.

- in either event, this will not result in a mid-week crew change. No monetary loss will be incurred to the employee's affected.

TCRC – E:

in pool service, if holding a temporary vacancy or a permanent position, the employee will return to the position held prior to departure (seniority permitting), and the pool will run "heavy" until crew change.

if the last position held was assigned service, the employee will return to their regular assigned position prior to departure. The employee relieving will be placed on the spareboard until crew change. Employees unqualified for all classes of service required will be assigned to familiarization tours.

- in either event, this will not result in a mid-week crew change. No monetary loss will be incurred to the employee's affected.

17) Should an employee leave their position mid-week for any reason (including taking an extra day(s) av in advance of the av period due general holiday(s) falling within the av period), the following will apply;

the respective turn will run spare until the next weekly crew change (or) the respective spareboard will run short until the next weekly crew change.

NO BIDS OR INSUFFICIENT CHOICES

18) If no bid exists for an employee, or if there are insufficient choices provided by the existing weekly bid, employee(s) will be placed according to the default bid provided by the Local Union Representative. This is to be done in conjunction with the weekly crew change.

MOVEMENT WITHIN THE TERMINAL

19) The weekly crew placement process is not intended to circumvent Collective Agreement applications and/or local practices, relating to movement within the Terminal or Outposts thereto, except when such applications or practices conflict with the application of this agreement.

Local Board Placement Rules:

Movement from Pool to Pool – employees awarded temporary positions in the pool must declare a turn by 1800 Sunday, senior choice.

If vacancies are not claimed by 1800, vacancies will be filled by the oldest OMTS time first, if no OMTS time then Off Duty time will be used.

(iii) An employee who claims a temporary vacancy or an employee who is returning to a permanent pool position from a temporary vacancy and is under personal rest at the time the turn is called, will have their turn filled by the respective London Spareboard. The employee returning to his permanent pool position or the employee claiming the vacancy will establish their turn at the bottom of the respective pool once the turn has been called out.

New turns created in a pool as a result of pool adjustments will be placed to the bottom of the respective pool in seniority order.

If a subsequent permanent pool position is created as a result of an employee moving to a regular assignment or pool, this position will be filled in accordance with Item (iii) above.

524/525 ASSIGNMENTS BETWEEN LONDON AND HAMILTON, ONTARIO

This Agreement recognizes the unique economic environment within which the railway and its employees compete. It is intended to enhance the employer's ability to operate efficiently within this environment, thereby enhancing the job security of its employees and the Company's competitive edge in the automotive business.

1 - Crew Consist

Trains in this service will operate with a crew consisting of no less than a conductor and locomotive engineer.

This Agreement will facilitate the operation of trains between London and Hamilton with employees who have London as their assigned home terminal. Trains will operate straightaway, in both directions, between London and Hamilton.

2 - Assigned Service

It is intended to operate trains between London and Hamilton, on an assignment basis. When trains are operated in this fashion, the following shall apply.

Assignments will be bulletined, specifying start/on duty time at London and Hamilton, and assigned days of work and rest.

On duty time at London will be 2100 and 1100 at Hamilton. Assignments may be pushed back at the AFHT (Hamilton) to an on duty time of no later than 1400. Crews may turn out of Hamilton if mutually agreed to by Local Ops and the crew.

Where it is required to change the start time at the AFHT (Hamilton) for a longer period, so as to facilitate work programs or other temporary conditions, the signatory parties may mutually agree, at a local level, to such change without re-bulletining the assignment. Start time may be pushed back to a time of 1600. Crew in Hamilton will be compensated for (2) hours excess lay as a result.

3 - Compensation

Crews on trains in an assigned service will be compensated as follows for each leg of the trip, London to Hamilton and Hamilton to London.. Each leg shall be considered a complete single tour of duty.

4 - Rates

- i) A flat rate of 132 miles, one way, for each leg of the trip. Wayfreight rates apply with all conductor only premiums set out in the Collective agreement;

- ii) The length of run and length of train specified in the collective agreement; plus Time, on the minute basis at 12.5 miles per hour, for all time in excess of 3 hours and 25 minutes cumulative initial and final time.
- iii) Work enroute will be paid according to the Conductor Only premiums as prescribed in the collective agreement. Should the crews be required to stop additional times enroute, they shall be compensated for such up to (5) stops.
- iv) Should the crew not be required to work on a General Holiday, the crew shall be compensated as such:
- v) Cancellation pay of 132 miles for each leg, plus
- vi) General holiday pay as set out in the Collective Agreement.

5 - General

For purposes of this agreement, the following shall apply with respect to OMTS point for purposes of calculating cumulative initial and final time:

Hamilton - Mileage 62 Hamilton Subdivision

London- Mileage 112.0 Galt Subdivision.

When called to relieve on an assignment spare men shall be governed by this agreement and compensated as per the terms of this agreement for the working service;

6 - Cancellation Clause

Either party may serve a 30 day notice of their desire to review the terms of this Agreement and both parties agree to meet within that time frame to discuss all outstanding issues. In the event that no agreement is reached, this agreement will be null and void 30 days after the expiry of the 30 day notice.

7 - Agreement Basis

8.1 It is agreed that this agreement is entered into on a without precedent or prejudice basis to any of the signatory parties. Both parties agree that this agreement will not be used in any other forum without the express written consent of the other party.

Signed at London this day of July 2010.

For the Company

For the Union

Gerry Gionet
 Manager Operations
 London, ON London, ON

Shane Duffy
 Local Chairman TCRC-E Div 528

Peter Wynne
 Local Chairman TCRC-C Div 528

Manning Locomotive Engineers Positions in Windsor:

Memorandum of Understanding Between Canadian Pacific Railway & TCRC
Division 528 (Trainmen) and TCRC Division 528 (Locomotive Engineers) London
/ Windsor

It is understood that the purpose of this Agreement will be to address various issues related to the historic forcing of employees from the Home Terminal of London, Ont., to the Outpost Terminal of Windsor, Ont., and the impact both financially and personally resulting from the proper application of the Collective Agreement. The intent of this agreement is that employees will work closer to their place of residence and therefore improve their work/life balance, also enhancing productivity and performance.

Locomotive Engineers

Agreed Practice

Accommodations at Windsor will not be provided for those who exercise seniority to permanent or temporary vacancies, under the provisions of this agreement, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold work at London.

In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.

When initially training Locomotive Engineers at Windsor, for the purposes of this agreement, the opportunity to enter the Locomotive Engineer Training Program will be open to all Non-Locomotive Engineer qualified employees at London and Windsor only. Selection of candidates will be based upon protocols established for the Locomotive Engineer training program outlined in the Collective Agreement.

Should Locomotive Engineer Trainees, qualified at Windsor after the signing of this agreement, be demoted and working within the confines of the TCRC – Trainpersons Collective Agreement at other than Windsor Terminal, they may be required to respond to recall at Windsor in accordance with the Collective Agreement. This will not result in any added expense to the Company.

A Locomotive Engineer from London may displace another Locomotive Engineer from London (from an assignment in Windsor) and there will be no added expense to the Company.

Permanent Vacancies

Permanent vacancies will be bulletined as outlined in the TCRC - Locomotive Engineers Collective Agreement.

Permanent vacancies will be awarded from bids received. The successful applicant will not be provided accommodations by the Company at Windsor, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold this work at London. In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.

If no bids are received for a bulletined position the senior qualified Locomotive Engineer not working as such, at Windsor, will be placed on that position. Permanent vacancies at Windsor will be filled by the junior spareboard Locomotive Engineer in London only after all Qualified Locomotive Engineers at Windsor are set up in Locomotive Engineer positions at Windsor.

In the event that Locomotive Engineers from London are required to fill permanent vacancies in Windsor, they will be provided with accommodation while working in Windsor. Further, mileage allowance or transportation will be permitted for the duration of the vacancy, payable on a weekly basis (example: 14 day vacancy, car mileage would be paid twice on a round trip basis <or> round trip transportation would be provided twice). Employees covered by this provision must exercise seniority to the home terminal at their earliest opportunity. Failure to exercise seniority to the home terminal at the earliest opportunity will result in the discontinuance of both accommodations and mileage allowance.

Temporary Vacancies (Annual Vacation, vacancies over 7 days)

Temporary vacancies will be awarded from bids received (claimed). The successful applicant will not be provided accommodations by the Company at Windsor, except in such cases in which a temporarily set back Locomotive Engineer at London chooses to remain as a Locomotive Engineer and cannot hold this work at London. In such circumstances, such employee(s) must exercise their Locomotive Engineer seniority, at the home terminal, at their earliest convenience, or choose to remain at the outpost. If they choose to remain at the outpost, accommodations will not be continued.

If no bids are received or the job is not claimed, the senior qualified Locomotive Engineer not working as such at Windsor will be placed on that position.

Temporary vacancies at Windsor will be filled by the junior spareboard Locomotive Engineer in London only after all qualified locomotive engineers not working as such at Windsor are set up in Locomotive Engineer positions at Windsor. Such employees will be granted accommodation for the duration of the vacancy. Further, mileage allowance or transportation will be permitted for the duration of the vacancy, payable on a weekly basis (example: 14 day vacancy, car mileage would be paid twice on a round trip basis <or> round trip transportation would be provided twice). Employees covered by this provision must exercise seniority to the home terminal at their earliest opportunity.

Failure to exercise seniority to the home terminal at the earliest opportunity will result in the discontinuance of both accommodations and mileage allowance.

4. Ad Hoc Vacancies (sick, personal, vacancies of less than 7 days)

Calling procedure as follows:

- 01 - First out rested locomotive engineer from London engineer spareboard (1 day only)
- 02 - Junior rested locomotive engineer from London engineer's spareboard (more than 1 day)
- 03 - Senior rested engineer from Windsor Yard making up lost shift
- 04 - Senior rested engineer from Windsor Yard requesting extra work
- 05 - Senior rested engineer from Windsor Yard on rest day requesting 6th shift
- 06 - First rested engineer from Detroit Pool
- 07 - First rested engineer from East Pool
- 08 - Senior rested engineer from London off for miles, waiting turn longest
- 09 - First rested engineer from Windsor E1 Availability List
- 10 - First rested engineer from London E1 Availability List
- 11 - First rested qualified engineer from London B9 Availability List
- 12 - Senior rested qualified demoted engineer from Windsor
- 13 - Junior rested qualified demoted engineer from London

In the event that a Locomotive Engineer ex. London, filling an adhoc vacancy at Windsor, books rest upon arrival at Windsor, calling decision rules 3 through 5 will apply, on and immediate basis.

c) Locomotive Engineers from London filling adhoc vacancies in Windsor will be paid as follows in addition to their regular shifts:

- a. car mileage or transportation to Windsor
- b. 100 mile deadhead from London to Windsor
- c. accommodation at Windsor
- d. car mileage or transportation to London
- e. 100 mile deadhead from Windsor to London

d) Time Deadheading to the Home Terminal will begin upon the conclusion of the working tour of duty or expiration of rest and employees will not be held at the outpost location (Windsor) for more than 4 hours awaiting transportation to the Home Terminal.

Trainpersons:

1. When an insufficient amount of trainpersons exist in Windsor to fill all the required trainpersons positions, the vacancies will be filled by applying the proper application of the Collective Agreement.

2. London trainpersons required to fill adhoc vacancies in Windsor will be compensated as follows:

- a. car mileage or transportation to Windsor
- b. 100 mile deadhead for travelling from London to Windsor.
- c. Regular rates, not less than a minimum day at applicable rates, for the tour of duty at Windsor.
- d. 100 mile deadhead for travelling from Windsor to London.
- e. car mileage or transportation to London

2(i). In application of this clause, trainpersons deadheading to Windsor to fill adhoc vacancies will not be entitled to book rest upon completion of the deadhead portion of their trip to Windsor.

(ii). Such employees will be subject to the rest provisions of their Collective Agreement pertaining to the class of service (ie. ordered on arrival at Windsor, Full Crew – 11 hours, Reduced Crew - 10 hours). Time deadheading will count toward MTOD and work rest rules/regulations/specifications .

(iii) Upon completion of the working tour of duty, employees will be permitted to book rest but will take such rest at the outpost terminal.

(iv) Time deadheading to the Home Terminal will begin at the conclusion of the working tour of duty or expiration of rest and employees will not be held longer than 4 hours at the outpost location (Windsor), while awaiting for transportation to the home terminal.

(v) Upon arrival at the home terminal all London local rules will apply.

This Memorandum of Understanding, is on a without precedence or prejudice basis, and is effective on the 14th day of February, 2005. This agreement supersedes all previous Local Agreements to the contrary, covering the Locomotive Engineers and Trainpersons at London and Windsor, Ontario. This agreement will remain in effect until cancelled, upon thirty (30) days written notice from either party. Upon receipt of written notice, the Company and the Union agree to meet within 7 days to review and discuss the terms of this agreement. In the event that the parties cannot resolve the issue(s), the matter will be progressed to the General Chairmen and the General Manager for final disposition.

For the Union:

D.K. Baillie
 Local Chairman
 TCRC – T Div. 528
 London

Tom Sonier
 Local Chairman
 TCRC – LE Div. 528
 London

Ray Vigneux
 Local Chairman
 TCRC – T Div.528
 Windsor

For the Company:

M.P. Bilec
Manager, Road Operations
Windsor/Detroit

E. Langlois
Road Manager
Windsor/Detroit

Woodstock Roadswitcher Assignments

Letter of Understanding Between Canadian Pacific Railway/London Terminal

and

Teamsters Canada Rail Conference Division 528

It is agreed that the 30 mile radius identified in the current Collective Agreement, as applicable to Roadswitchers, will be relaxed only to the extent hereinafter identified;

It is understood that the present Roadswitcher Assignments that commence duty from Woodstock, Ontario, identified as TK12 and TK21 shall be paid a flat rate of 124 miles per day at the Roadswitcher rate of pay for each day that the assignment works and/or is assigned to work.

With this understanding, crew members, while assigned to work these assignments, shall not be entitled to make claim for any Roadswitcher guarantee identified within their respective Collective Agreements.

further;

It is agreed that the 30 mile radius identified in the current Collective Agreement, as applicable to Roadswitchers, will be relaxed only to the extent hereinafter identified;

(a) Roadswitcher Assignments, TK12 and TK21, which commences their tour of duty at Woodstock, Ontario, may travel beyond 30 main track miles from the outer main track or designated point in any direction from the starting point, to perform all necessary switching at St. Thomas, Ontario.

(b) During days that the identified Roadswitcher Assignments will be required to travel beyond 30 main track miles from the outer main track or designated point in any direction from the initial starting point, to perform all necessary switching at St. Thomas, crew working the assignment shall be compensated over and above the payment of the tour of duty and any applicable guarantee in the following manner;

(i) time or miles whichever is the greater at the rate of 12 ½ miles per hour, for all time in excess of 30 main track miles from the outer main track or designated point in any direction from the initial point, to perform all necessary switching at St. Thomas.

(ii) time at the rate of 12 ½ miles per hour, for all time beyond the traditional initial terminal at Woodstock while performing switching to assemble the train prior to departure of Woodstock.

(c) All claims identified in 2(i) or 2(ii) shall be submitted using the H2 claim code.

(d) Payments identified in 2 (i) or 2(ii) shall be a minimum of 75 miles. This agreement may be cancelled upon 30 days written notice by any of the signatory parties.

D.K. (Butch) Baillie
Chairperson, LCA
TCRC
London Road

Date: _____

T. Sonier
Chairperson, LCA
TCRC
London

Date: _____

Gerry Gionet
Manager Road Operations
Canadian Pacific Railway
London, Ontario

Date: _____

T69 Assignment between London and Guelph Jct.

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC RAILWAY AND
TCRC DIVISION 528
REGARDING T69 ASSIGNMENTS BETWEEN LONDON AND GUELPH JCT, ONTARIO

This Agreement recognizes the unique economic environment within which the railway and its employees compete. It is intended to enhance the employer's ability to operate efficiently within this environment, thereby enhancing the job security of its employees and the Company's competitive edge in the automotive business.

1 - Crew Consist

Trains in this service will operate with a crew consisting of no less than a conductor and locomotive engineer.

This Agreement will facilitate the operation of trains between London and Guelph Jct with employees who have London as their assigned home terminal.

2 – Intent

Trains will operate straightaway, in both directions, between London and Guelph Jct.

3 – Assigned Service

It is intended to operate trains between London and Guelph Jct, on an assignment basis.

When trains are operated in this fashion, the following shall apply.

- a) Assignments will be bulletined, specifying start/on duty time at London, and assigned days of work and rest.
- b) On duty time at London will be 1200.
- c) Crew will go off duty at Guelph Jct once inbound train is yarded.

4 - Compensation

Crews on trains in an assigned service will be compensated as follows for each leg of the trip, London to Guelph Jct and Guelph Jct to London.. Each leg shall be considered a complete single tour of duty.

Rates:

- a) A flat rate of 125 miles, one way, for each leg of the trip. Wayfreight rates apply with all conductor only premiums set out in the Collective agreement;
- b) The length of run and length of train specified in the collective agreement; plus

- c) Time, on the minute basis at 12.5 miles per hour, for all time in excess of 3 hours initial and final time for each leg of the run.
- d) Work enroute will be paid according to the Conductor Only premiums as prescribed in the collective agreement. A CT payment will be paid at the initial terminal for the return trip. Should the crews be required to stop additional times enroute, they shall be compensated for such up to (5) stops.
- e) Should the crew not be required to work on a General Holiday, the crew shall be compensated as such:
 - (i) Cancellation pay of 125 miles for each leg, plus
 - (ii) General holiday pay as set out in the Collective Agreement.

For purposes of this agreement, the following shall apply with respect to OMTS point for purposes of calculating cumulative initial and final time:

- Guelph Jct - Mileage 40.2 Galt Subdivision
- London - Mileage 112.0 Galt Subdivision.

5 - When called to relieve on an assignment spare men shall be governed by this agreement and compensated:

- a) As per the terms of this agreement for the working service;

6 - Cancellation Clause

Either party may serve a 30 day notice of their desire to review the terms of this Agreement and both parties agree to meet within that time frame to discuss all outstanding issues. In the event that no agreement is reached, this agreement will be null and void 30 days after the expiry of the 30 day notice.

7 - Agreement Basis

It is agreed that this agreement is entered into on a without precedent or prejudice basis to any of the signatory parties. Both parties agree that this agreement will not be used in any other forum without the express written consent of the other party.

Signed at London this day of April 2011.

For the Company

For the Union

Gerry Gionet
 Manager Operations
 London, ON

Shane Duffy
 Local Chairman TCRC-E Div 528
 London, ON

Peter Wynne
Local Chairman TCRC-C Div 528
London, ON

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Roadrailer

Further to our discussion pertaining to Conductors in Road Railer, Service who are not available to man their assignments out of Detroit. It is agreed by the undersigned that the following guidelines will apply:

- a) Conductor's relief will be supplied from London in accordance with the applicable provisions as contained in the Collective Agreement and Local Rules.
- b) In the event that there is less than five (5) hours between the time, the Conductor has made himself/herself unavailable, and the time the assignment is ordered an employee may be called from the Common Spareboard in Windsor. This employee would then be deadheaded back to Windsor upon his/her arrival in London.

Chatham Wayfreight - #15

It is understood that a number of Local agreement have been made in the past that have resulted in review by the parties with the goal of clarifying an appropriate protocol specific to the Chatham Wayfreight, Assignment #15 used to accommodate traffic between Rougemere, Windsor and Chatham.

- (a) Any review of wage claims prior to the signing of this agreement, specific to aspects herein identified, shall be conducted by the signatory parties and dispensed of thereafter in recognition that the claims were made in accordance with prior agreement.
- (b) It is agreed that the Running miles from OMTS Windsor to Chatham, Ontario shall be 96 miles, and crews shall be run on a turn around basis between these locations. In situations that this assignment is turned between Walkerville on the Windsor Subdivision and Chatham on the Windsor Subdivision, the Running miles shall be reduced to reflect the actual running distance between OMTS Windsor and the turn-around point.
- (c) Crews may be transported by the Company between the starting location of the Windsor Yard Office and Walkerville on the Windsor Subdivision, prior to the Eastward leg of their tour of duty for any operational requirements and/or departure preparations pertaining to their train. In such circumstances, the crew shall be considered on initial time, without reduction of running miles.
- (d) Crews may be transported by the Company between Walkerville, on the Windsor Subdivision, and the Windsor Yard Office after completing the Westward leg of their tour of duty for any operational requirement and/or yarding,

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pertaining to their train. In such circumstances, the crew shall be considered on final time, without reduction of running miles.

CN Sarnia/Port Huron Agreement

A Locomotive Engineer, on return to their home terminal after completion of a tour of duty to CN Sarnia/Port Huron, has the option to reposition their turn to its original board placement. The present option to request "no short turn" on subsequent tour of duty remains in effect and the right to book up to twenty-four (24) hours rest at the home terminal will not be affected. The option to reposition will not be available after two (2) consecutive tours of duty on the CN, however the right to request "no short turn" will remain an option. It is understood that it is the responsibility of the affected employee to advise the CMC of their desire to reposition their turn. It is also understood that there will be no additional expense to the Company as a result of this local rule. ADD MOP FOR SARNIA 130 MILES

Utility Employee - London Yard (Agreement)

The company and the union agree to create a position to be known as a "utility employee". This employee's job duties will be carried out solely within the confines of London Yard and will be defined as follows:

- a) Lining up of inbound/outbound trains for the purpose of assisting crews and/or the ATS; protect pull-by of trains at specific locations;
- b) Make cuts on trains to assist in set-off or lifts of cars or cuts of cars. This may also entail making the coupling to put train back together;
- c) Verify couplings and do hosed on lifts as may be necessary to assist outbound crew. (Usually ahead of time);
- d) Assist yard crew (s) in yard moves; this may mean lining a movement, turning switch(s), or helping to switch as the need may arise.
- e) Other work that would be related to yard or train operations.
- f) The 'Utility employee' will work under the direction of the on-duty ATC only.
- g) The "Utility employee" will be called on an ad hoc basis, as required, and as the agreed upon spare board level permits.
- h) The presence of the 'Utility employee' will not relieve the company of their

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responsibility to call a "required Trainperson" for a road crew when the switching requirements for that train so dictate as stipulated in the Collective Agreement.

i) Crews engaged in activity for which payment is provided under the Conductor - Only agreement, and have received assistance from the "utility employee" during that activity, will not have their entitlement to payment affected in any way.

j) The "utility employee" may, if a company vehicle is available, use same in their functions, including moving crew members to different locations, as required.

k) This position will be filled from the Common spareboard and will be paid at the Yard Foreman's rate of pay, including the preparatory time provisions. Provisions for lunch will be as provided in Article 42, Rule 3 of the Collective Agreement.

l) Utility employees can book rest at the expiration of 10 hours on duty. Additionally, utility employees can book up to 24 hours rest.

m) The requirement for a "utility employee" must be identified on the crew lineups at least 8 hours in advance of the call.