

**MEMORANDUM OF AGREEMENT
BETWEEN
CANADIAN PACIFIC RAILWAY)
AND
TCRC DIVISION 528
REGARDING 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.

Crew Consist

1. Trains in this service will operate with a crew consisting of no less than a conductor and locomotive engineer.
2.
 - a) This Agreement will facilitate the operation of trains between London and Hamilton with employees who have London as their assigned home terminal.
 - b) Trains will operate straightaway, in both directions, between London and Hamilton.

3.0 Assigned Service

- 3.1 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.

3.2

- a) Assignments will be bulletined, specifying start/on duty time at London and Hamilton, and assigned days of work and rest.
- b) 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.
- c) 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.**

4.0 Compensation - Assigned Service

- 4.1 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.

Rates.

- a) 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;

- 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 and 25 minutes cumulative initial and final time.
- d) 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.
- e) Should the crew not be required to work on a General Holiday, the crew shall be compensated as such:

- (i) Cancellation pay of 132 miles for each leg, plus
- (ii) General holiday pay as set out in the Collective Agreement.

4.3 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.

6.1 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;

7.0 Cancellation Clause

7.1 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.

8.0 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

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

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