

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE TEAMSTERS CANADA RAIL CONFERENCE (MOOSE JAW AND SUTHERLAND/WYNYARD) RE: REGINA TERMINAL

1.0 Scope

1.1 In recognition of the congestion in Regina Yard, the parties have agreed to provide flexibility to run Moose Jaw crews only from Moose Jaw Terminal through Regina Terminal and to originate and terminate trains at Craven, or points between Regina and Craven, on the Lanigan Subdivision. This agreement will govern the operation and working conditions for Sutherland and Moose Jaw crews.

2.0 Operating Conditions

Sutherland Crews

2.1 Crews headquartered at Sutherland and Sutherland crews working out of or into Wynyard and operating south to Regina, may be required to set out their train (southbound), at Craven or points between Craven and Regina, or pick up their train (northbound), at Craven (Mile 21.3) or points between Regina and Craven. In such cases, crews will be entitled to the fixed mileage method of pay associated with this territory.

2.2 In circumstances in which Sutherland crews are ordered in turn service to crew a northbound train or to set off a southbound train at Craven or between the OMTS Regina and Craven, they will be entitled to 100 miles for the deadhead portion of the tour of duty in addition they will claim the fixed mileage method of pay for the working portion of this turn service on the applicable run to or from Wynyard or Sutherland. Available Sutherland crews in Regina will not be run around in the application of this provision. This service does not affect the ability of the employee(s) to book home only as provided in the collective agreements.

Note: Item 2.1 supersedes the local fixed rate agreements presently in place on the Lanigan Subdivision, as it pertains to notification of rest and the associated fixed rate payment, for trains left or lifted at, or between, Regina and Craven.

Moose Jaw Crews (originating at Moose Jaw only)

- 2.3 Moose Jaw crews originating at Moose Jaw, may be required to operate trains through the Regina Terminal, through to Craven (Lanigan Sub).
- 2.4 In cases in which Moose Jaw crews are required to operate north through Regina or South from Craven through Regina they will be entitled to a rate associated with one of the following scenarios:
- a) MJ crew operates to Regina and return = dual method of pay (as per CA)
 - b) MJ crew operates through Regina Terminal to Craven, or any point between Regina and Craven, DH to MJ (or reverse order) = 170 miles
 - c) MJ crew operates through Regina Terminal to Craven, and/or any point between Regina and Craven, then operates back to Regina or any point south of Craven, then DH Home = 200 miles
 - d) MJ crew operates through Regina Terminal to Craven, then operates a train back to MJ (including relief at any point west of Regina Terminal) = 230 miles
- Note: All locations on the Indian Head and Lanigan Subdivisions are considered enroute locations and claims pertaining to “Running Off Sub” will not apply. In addition to regular Conductor only payment for work enroute or in terminals, claims for switching/marshaling the train and/or setting off or lifting more than 1 bad order car during the tour of duty, will be paid to Sutherland and Moose Jaw crews.
- 2.5 In circumstances in which the Collective Agreement application of time and miles is greater than the payments described above, the crew member will be entitled to the greater.
- 2.6 In all cases, Moose Jaw crews will be advised no later than the West Main Track Switch at Pinkie (91.89 Indian Head Subdivision), whether or not the crew will be required to operate outside mile 0.0 Lanigan Sub at Regina. The information provided at or before Pinkie will include the “operating plan” for the crew over the remainder of the tour of duty.
- 2.7 If not advised, crews will not operate outside mile 0.0 Lanigan sub at Regina.
- 2.8 If so advised, at a minimum, payment will be as per item 2.4 above, unless unforeseen circumstances (including but not limited to broken rails, line outages, engine failure) prevent the train from moving outside the present switching limits at Regina.

- 2.9 All other pay scenarios will be event based, as reflected by the pay scenarios highlighted in 2.4 (b – d).
- 3.0 It is recognized that Moose Jaw crews may require territory familiarization on the Lanigan Sub to Craven. Arrangements regarding familiarization will be handled locally with agreement between the TCRC and the Company.
- 3.1 Crews will be entitled to NR/NG payments, in line with the relevant provisions contained within the Collective Agreement, as well as, applicable Conductor Only premiums.
- 3.2 The ability of crews to provide notice of rest (ie in and off duty in 10) remains unchanged by the terms of this agreement and the notice of rest will not affect the entitled rates, as outlined in Articles 2.4 or 2.5 of this agreement.

4.0 Cancellation Clause

This agreement is reached on a without precedent and prejudice basis. The agreement may be amended, revised or cancelled upon (30) thirty days written notice by either party. Should notice be given, the Superintendent(s) and Local Chairmen and will meet within 7 days to attempt to rectify the situation. If unable to reach agreement, the issue(s) will be elevated to the General Manager and the General Chairman within 14 calendar days of notice being served.

Signed at Calgary, AB this 09 day of September, 2011.

For the Company:

Tracy Glad
Superintendent Sutherland

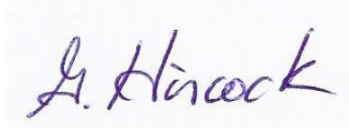
Peter Marotta
Superintendent Moose Jaw

Dave Freeborn
Manager, Labour Relations

For the TCRC:



Brad Wiszniak
Local Chair Regina - CTY



Gary Hiscock
Local Chair Moose Jaw – CTY



Dave McCulloch
Local Chair Sutherland - CTY



Paul Giesbrecht
Local Chair Sutherland – LE



Bob Purtill
Local Chair Moose Jaw - LE



Bill Pitts
Local Chair Moose Jaw – CTY



Dave Able
General Chairman
TCRC – LE West



Dave Olson
General Chairman
TCRC – CTY West