

# **MEMORANDUM OF AGREEMENT**

## **BETWEEN THE**

**DELAWARE AND HUDSON RAILWAY COMPANY, INC. (D&H)  
d/b/a CANADIAN PACIFIC RAILWAY**

## **AND THE**

**BROTHERHOOD OF RAILWAY CARMEN DIVISION  
TCU/IAM (BRC)**

**The BRC recognizes and understands that the Delaware and Hudson Railway Company is not part of the National Negotiations involving the US Class 1 Railways and the NCCC. As such, the BRC also recognizes that the Carrier is under no obligation to adopt any of the recommendations set for by PEB 250 and the subsequent agreement ratified by the BRC membership on other Class 1 Railways. The Carrier also recognizes that due to circumstances surrounding the supply chain it is prepared on a one time and without prejudice basis to adopt the following recommendations set forth in PEB 250 in the same manner they are implemented by the Class 1 Railways represented by the NCCC during this round of negotiations. Specifically:**

### **ARTICLE I – WAGES**

#### **Section 1 - First General Wage Increase**

Effective August 1, 2022, basic hourly and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of seven percent (7%) representing a general wage increase.

A productivity bonus in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and (Effective Date of agreement) and who: (1) maintains an active employment relationship with the company as of (Effective date of agreement); or (2) retired or died on or after January 1, 2022.

## **Section 2 - Second General Wage Increase**

Effective August 1, 2023, basic hourly and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of four percent (4%) representing a general wage increase.

A productivity bonus in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and (Effective Date of agreement) and who: (1) maintains an active employment relationship with the company as of (Effective date of agreement); or (2) retired or died on or after January 1, 2023.

## **Section 3 - Third General Wage Increase**

Effective August 1, 2024, basic hourly and monthly rates of pay in effect on the preceding day for employees covered by this Agreement shall be increased in the amount of four and a half percent (4.5%) representing a general wage increase.

A productivity bonus in the amount of \$1,000 shall be made to each employee who performed active service under the collective bargaining agreement between January 1 and (Effective Date of agreement) and who: (1) maintains an active employment relationship with the company as of (Effective date of agreement); or (2) retired or died on or after January 1, 2024.

In determining new hourly rates, fractions of a cent will be disposed of by applying the next higher quarter of a cent.

## **ARTICLE II – HEALTH AND WELFARE**

### **Section 1 Health & Welfare**

The Railroad Employees National Health and Welfare Plan (“the Plan”), the Railroad Employees National Dental Plan (“the Dental Plan”), the Railroad Employees National Early Retirement Major Medical Benefit Plan (“ERMA”), and the Railroad Employees National Vision Plan (“the Vision Plan”), modified as provided in this Article with respect to employees represented by the organization and their eligible dependents, will be continued subject to the provisions of the Railway Labor Act. All amendments to the aforementioned plans and amendments governing Employee cost sharing as in effect between BRC and the NCCC on or subsequent to the effective date of this agreement shall be incorporated herein by reference and adopted by the parties to this agreement.

### **ARTICLE III – PERSONAL LEAVE**

Each employee shall be provided with an additional paid day off and will elect, by providing notice to the Company during the prior year's vacation scheduling process, to use the additional paid day off as:

- (a) A personal leave day to be scheduled during the upcoming year, subject to rules associated with personal leave days.
- (b) An additional single use vacation day to be scheduled during the upcoming year, subject to the rules associated with single use vacation days; or
- (c) An awarded day off on the employee's birthday during the upcoming year or, if such birthday falls on a scheduled rest day, on the working day immediately preceding or following the employee's birthday, subject to the rules associated with scheduled vacation.

An employee who does not make an election during the prior year's vacation scheduling process will be considered to have elected option (b).

### **ARTICLE IV – EFFECT OF THIS AGREEMENT**

- A. The purpose of this Agreement is to fix the general level of compensation and rules covering working conditions through December 31, 2024 and thereafter until changed or modified in accordance with the provisions of the Railway Labor Act, as amended.
- B. Neither party to this Agreement shall serve prior to November 1, 2024, not to become effective prior to January 1, 2025, any notice or proposal for the purpose of modifying, adding to, or deleting from the provisions of this Agreement.

The above provisions do not prohibit the parties from reaching agreements on any subject that may be mutually beneficial and agreeable.

- C. The parties exchanged various proposals and drafts antecedent to adoption of the various Articles that appear in this Agreement. It is our mutual understanding that none of such antecedent proposals and drafts will be used by any party for any purpose and that the provisions of this Agreement will be interpreted and applied as though such proposals and drafts had not been used or exchanged in the negotiation.

- D. In the event any Article of this Agreement is determined to be illegal, invalid, or unenforceable under any present or future law by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that, if any such provision is held to be illegal or unenforceable, there will be added in lieu thereof a provision that is similar in terms to such provision as is possible to be legal, valid and enforceable.
- E. Except to the extent specifically modified in this Memorandum of Agreement, all other terms and conditions contained in the Schedule of Agreement, remain unchanged.
- F. This Agreement is effective on, February 15, 2023.

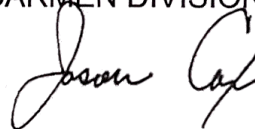
For the:

DELAWARE & HUDSON RAILWAY  
(d/b/a Canadian Pacific)

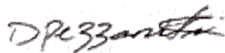


Myron Becker  
Chief Labor Officer

BROTHERHOOD OF RAILWAY  
CARMEN DIVISION (BRC / TCU)



Jason Cox  
General Chairman BRC



David Pezzaniti  
Director Labor Relations



Don Grissom  
President BRC



Justin Dittrich-Bigley  
Manager Labor Relations

## Side letter No. 1 – Retroactivity and Eligibility

February 13, 2023

Jason Cox  
National Representative BRC  
PO Box 570  
Bellevue, OH 44811

Dear Sir,

This refers to our discussions regarding payment of the retroactive portion of the General Wage Increase effective August 1, 2022.

The Company shall endeavor to make the retroactive payments applicable to the period dating from August 1, 2022 up to the effective date of this agreement, within sixty (60) days from the effective date of this agreement, subject to all applicable taxes and deductions.

All current employees working for the carrier are eligible to receive the retroactive payments provided herein. Any and all employees who have retired or are deceased must have had an employment relationship with the Company on or after August 1, 2022 to be eligible for the retro active wage and lump sum payments.

In the event the Company is unable to make such payments within sixty (60) days, it shall notify the General Chairman of the reasons for the delay and the date on which such payments shall be made.

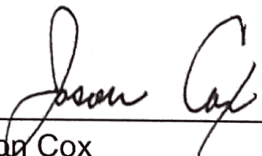
If you concur this reflects our understanding during negotiations leading to the tentative agreement between the parties, please sign in the space provided.

Sincerely,



Myron Becker  
Chief Labor Officer  
Canadian Pacific

For BRC



Jason Cox  
National Representative  
BRC