



Teamsters Canada Rail Conference

General Committees of Adjustment
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Dave Able
General Chairman
Locomotive Engineers

Dave Olson
General Chairman
Conductors, Trainmen & Yardmen

April 27, 2011

All Local Chairmen
Teamsters Canada Rail Conference
LE & CTY West

Brothers,

Attached please find an agreement that has been reached with the company regarding terms and conditions for over miles arrangements, should you choose to enter into any agreements with the superintendent for your territory.

Any implementation in your territory can only be done with your concurrence. This agreement only outlines the scope and terms that must be included if any such agreements are reached.

Should you have any questions on this matter please contact us at your convenience.

Fraternally,

Fraternally,

General Chairman
LE West

General Chairman
CTY West

SCOPE ARRANGEMENT BETWEEN CANADIAN PACIFIC AND THE
TEAMSTERS CANADA RAIL CONFERENCE – (LOCOMOTIVE ENGINEERS,
CONDUCTORS, TRAINMEN, YARDMEN-WEST), REGARDING THE
OPPORTUNITY FOR EMPLOYEES TO WORK IN EXCESS OF THE MAXIMUM
MONTHLY MILEAGE

1. Scope and Term

1.1 The parties agree that at identified shortage locations, the Superintendent, with the written consent of each Local Chairman representing Locomotive Engineers and each Local Chairman representing Conductors, Trainmen and Yardmen at the shortage location, that the principals contained within this document may be implemented in order to address crew short falls at their terminals. Such arrangements may include, but are not limited to: opening the miles, spareboard guarantees, operational issues, special agreements to incent crews to work over 10 hours if deemed beneficial, special arrangements for Conductor-only Road Switcher assignments to be used to retrieve trains, etc. It is understood that the Company will pay lost wages for union representatives to participate in such meetings. These conditions may be implemented immediately upon agreement at the affected terminal.

(Note - Applicable to all Terminals: within the jurisdiction of Western General Committees.

1.2 The basis of the discussions relating to the over miles agreements, at these locations, will be governed by (but not limited to) the General Principles denoted below.

1.3 The scope and application of any such local agreement will remain in effect for Four monthly mileage periods, with the period beginning in May, and thereafter may be extended by mutual consent of all parties involved, for one monthly mileage period at a time, at each identified shortage location.

1.4 Agreements must be arranged by May 2, 2011

GENERAL PRINCIPLES

2. Mileage

2.1 On a voluntary basis, employees may work in excess of their maximum monthly mileage, without penalty in the subsequent month(s).

2.2 Pools and applicable spareboards will be regulated by Local mileage committees, utilizing chargeable miles and other pertinent information. The respective committees will *ensure* that pool and applicable spareboard employees are

afforded the opportunity to make a minimum of 3800 miles. Any local disputes over the regulation of the working boards will be immediately referred to the General Chairman and General Manager's office for resolve.

2.3 Should an employee work over their maximum monthly mileage, all miles earned over and above 3800 will be subject to a 20% premium payment.

(See appendix A)

3. Guarantee(s)

3.1 CTY Spareboard guarantees will be raised to 3800 chargeable miles for all TCRC Members.

3.2 Locomotive Engineers who are assigned to Locomotive Engineer Spareboards will be entitled to a 3800 chargeable mile guarantee.

3.3 Penalties applicable to Spareboard guarantees will remain in place and "all Spareboards" will be subject to the penalties, conditions and responsibilities outlined in the CTY Collective Agreement.

4. Miscellaneous

4.1 Any "over miles" agreements which are presently in place, will remain in place, and if not already entitled, these terminals will be entitled to the 20% over miles premium as identified herein, and will be effective immediately.

4.2 During the periods when this agreement is in force, at a specific location noted above, there will be no lay-off's at that location. Layoff and Spareboard guarantee provisions of any agreement will remain in force until the end of the final mileage date of the last pool employee who voluntarily participated in the over miles agreement in the final month that such agreement remains in place at that terminal.

4.3 During the periods when this agreement is in force, "Approved Leave of Absence" slots will be maintained at the level posted for each terminal in August 2008, EDO's will not be included in this calculation.

4.4 Any issues arising from agreements subject to these arrangements will be immediately elevated to the General Chairman and the General Manager for resolve.

4.5 Individual terminals that enter into an over-miles arrangement/agreement, will be subject to the same cancellation clause/conditions as noted below.

This scope agreement is made on a without precedent or prejudice basis. Should an issue(s) be identified by either party, the General Chairmen and the Vice President Operations will meet within 7 days. Should issues still exist, subsequent to that meeting, the agreement may then be canceled with 7 days notice by either party.

This agreement is signed the 26th day of April, 2011.

For the Company:

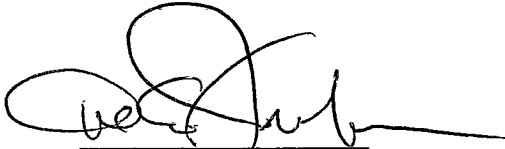


Guido Di Ciccio
Vice President Operations

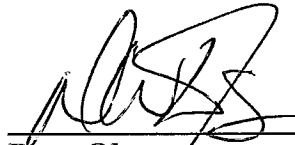
For the Union:



Dave Able
General Chairman
TCRC – LE West



Dave Freeborn
Manager, Labour Relations
for/
Director, Labour Relations



Dave Olson
General Chairman
TCRC – CTY West

Appendix A

Over Miles Incentive Payment - Questions & Answers

1) When am I entitled to this payment?

If your local has agreed with local management to open or raise the miles above 3800, and you have agreed to work over 3800 miles (not book off for miles at 3800), you are entitled to make an additional claim of 20% of the miles for all miles earned over 3800 in a mileage period. (Note - Once you have restarted your mileage period, you must make over 3800 miles again that month in order to qualify for this payment.)

2) How do I claim this payment once I have already exceeded 3800 miles?

Once you have exceeded 3800 miles, you can make a claim for 20% of the total miles on the ticket.

Example

- You have exceeded 3800 miles. After completing your next tour of duty, submit your ticket and take note of the Total Miles (i.e. 200 miles). Go into the revise tie-up screen for that ticket and make a miscellaneous ML claim for 20% of 200 miles (40 miles).

3) How do I make a claim on a ticket that puts me over 3800 chargeable miles?

On that ticket, make a ML claim for 20% of the miles earned above 3800.

Example

- Prior to the tour of duty, you have 3700 miles for the month. Upon completion of your tour of duty, you have made 200 total miles. To make a claim, go into the revise tie-up screen for that ticket and make a miscellaneous ML claim for 20% of the miles in excess of 3800 or, in this case 20% of 100 miles = 20 miles.