

SCOPE AGREEMENT 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 Superintendent's, at identified shortage locations, will engage the Local Union Representatives, in no case later than November 20, 2010, in order to discuss and explore, where appropriate, local arrangements to address the likely crew shortfall, per terminal. 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 three monthly mileage periods and thereafter may be extended by mutual agreement for one monthly mileage period at a time, or as determined at each identified shortage location.

**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 last effected mileage date in the month that such agreement remains in place.

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.

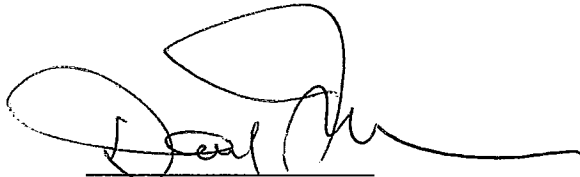
This scope agreement is made on a without precedent or prejudice basis. Should an issue(s) be identified by either party, the General Chairmen and the Vice President

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.

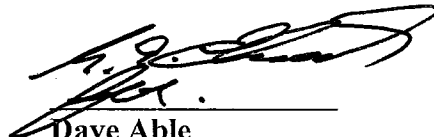
This agreement is signed the 12<sup>th</sup> day of November, 2010.

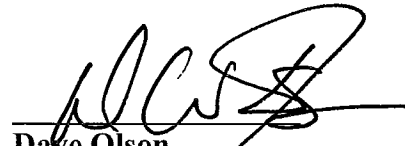
**For the Company:**

  
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**Guido Di Ciccio**  
**Vice President Operations**

  
\_\_\_\_\_  
**Dave Freeborn**  
**Manager, Labour Relations**  
**for/**  
**Director, Labour Relations**

**For the Union:**

  
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**Dave Able**  
**General Chairman**  
**TCRC - LE West**

  
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**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 miscellaneous ML 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.