

MEMORANDUM OF AGREEMENT BETWEEN CANADIAN PACIFIC AND THE
TEAMSTERS CANADA RAIL CONFERENCE – RUNNING TRADES DIVISION
(LOCOMOTIVE ENGINEERS/CONDUCTORS/TRAINMEN-EAST), CONCERNING
THE OPPORTUNITY FOR EMPLOYEES TO WORK IN EXCESS OF THE
MAXIMUM MONTHLY MILEAGE

1. Scope and Term

- 1.1 The parties agree that all Running Trades employees with written consent of each Local Chairman representing Locomotive Engineers and each Local Chairman representing Conductors, Trainman and/or Yardman., working at the terminals noted below, will be permitted to avail themselves of the opportunities, rights and obligations, noted in this agreement.

Note - Applicable Terminals: London, Toronto, Hamilton

- 1.2 This agreement will remain in effect for a maximum of four monthly mileage periods commensurate with the signing of the agreement. This agreement may be terminated earlier as deemed necessary by the Company (due to operating conditions), but provisions and conditions in existence at the time of cancellation will be continued until the end of the last monthly mileage period in effect at the particular terminal.

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 Spareboards will be regulated as per normal regulation requirements with the opportunity to make a minimum of 4300 chargeable miles for the Conductors/ Trainman and 3800 chargeable miles for the Locomotive Engineers, utilizing chargeable miles and other pertinent information. Any miles worked by employees utilizing the over-miles provisions will not be included for weekly crew adjustment purposes.
- 2.3 Should an employee work over their maximum monthly mileage, all miles earned over and above the maximum allowable mileage will be subject to a 20% premium payment. (See appendix A)

3. Guarantee(s)

- 3.1 CTY Road Conductor/Trainman & Common Spareboard guarantees will be raised to 4100 chargeable miles. Employees on the Conductors Spareboard will have guarantees based on Conductor (C-Only) Thru Freight rates.
- 3.2 Locomotive Engineers who are assigned to Locomotive Engineer Spareboards will be entitled to a 3800 chargeable mile guarantee @ Locomotive Engineer (C-Only) Thru Freight rates.
- 3.3 Conditions related to penalties applicable to Spareboard guarantees will remain in place and all Spareboards will be subject to the penalties, conditions and responsibilities as outlined in the CTY Collective Agreement. (see Appendix B)

4. General

- 4.1 During the periods when this agreement is in force, there will be no lay-off's at the locations noted herein. Lay-off and Spareboard guarantee provisions 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 of said agreement.
- 4.3 During the periods when this agreement is in force, "Approved Leave of Absence" numbers will be as per the numbers advertised in 2008. EDO's will not be included in this calculation.
- 4.4 Any issues identified from this agreement will be immediately elevated to the General Chairs and the General Manager.

This agreement is made on a without precedent or prejudice basis. Should an issue(s) be identified by either party, the General Chairmen and the General Manager will meet within 7 days. Should issues still exist, subsequent to that meeting, the agreement may then be canceled with 30 days notice by either party.


This agreement is signed the 13th day of May, 2011.

For the Company:


Guido Di Ciccio
Vice President Operations

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

For the Union




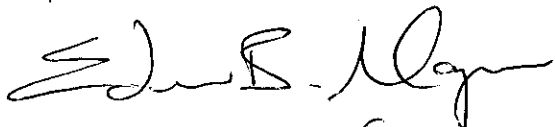
T. Beaver
General Chairman
TCRC - LE East



B. Hiller
General Chairman
TCRC - CTY East

MAY 17 2011

I CONCUR 
J. CAMPBELL
LC DIVISION 295
LOCOMOTIVE ENGINEERS
TORONTO

I CONCUR 
EDWARD MOOS
LC ROAD DIVISION 295
TORONTO CTY

Appendix A

1) When am I entitled to this payment?

If your local has agreed If you have chosen to work over 3800 miles as LE or 4300 miles as CTY(not book off for miles), you are entitled to make an additional claim of 20% of the miles for all miles earned over 3800 and 4300 respectively in a mileage period. (Note – Once you have restarted your mileage period, you must make over 3800 /4300 miles again that month in order to qualify for this payment.)

2) How do I claim this payment once I have already exceeded 3800/4300 chargeable miles?

Once you have exceeded 3800/4300 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 3800/4300 chargeable miles?

On that ticket, make a ML claim for 20% of the miles earned above 3800/4300.

Example:

Prior to the tour of duty, you have 3700/4200 chargeable 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 3800/4300 or, in this case 20% of 100 miles = 20 miles.

Appendix B

Road Spare Board Guarantee Reductions

73.07 The guarantee will be reduced under the following circumstances:

- (1) each time an employee books sick or otherwise is not available for duty, and an additional reduction will be made for each subsequent 24-hour period or major portion thereof commencing at the expiration of 24 hours after the time such employee first booked sick or otherwise made themselves unavailable for duty,
- (2) each occasion on which an employee books in excess of 12 hours rest and subsequently misses work as a result.
- (3) The above conditions do not preclude the calling of an employee for duty after expiration of 8 hours rest, if no other spare employee is available for duty¹⁶. However, in the event an employee is called and is not available for duty for any reason between the expiration of the eight (8) hour and the twelfth (12) hour, no reduction shall be made in their guarantee. In the application of this clause, no further reductions will be made should an employee miss further calls within the 8-hour period immediately following the missed call for which a reduction was made.