



**CANADIAN
PACIFIC
RAILWAY**

P.O. Box 50, Revelstoke, B.C., V0E-2S0

January 16, 2007

Mr. G. Edwards
Local Chairman
TCRC Engineers
P.O. Box 2850
Revelstoke, B.C.
V0E-2S0



Mr. W.J. Cyronek
Local Chairman
TCRC Conductors
P.O. Box 754
Revelstoke, B.C.
V0E-2S0

Mr. J. Kiengersky
Local Chairman
TCRC Conductors
P.O. Box 754
Revelstoke, B.C.
V0E-2S0

Dear Sirs:

This refers to our recent conversations related to the payment for ECCP at Revelstoke, B.C.

Confirming conversations, this will acknowledge that payment for ECCP will take into consideration our present Revelstoke Terminal Agreement.

The Revelstoke Terminal Agreement will remain in effect subject to it's terms and conditions, with one exception the revision of Item 2.3.1 pertaining to the crew's consent, this will not be required to run east to Greely (crew's consent only applies for west bounds trains).

The provisions of ECCP found in the collective agreements will apply for those areas beyond the Revelstoke Terminal Agreement.

Crews will be paid in accordance with the Revelstoke Terminal Agreement, and if running or taxing beyond the existing Revelstoke Terminal Agreement, payment in accordance with the ECCP Collective Agreement provisions will apply.

As an example; a crew taxing to Albert Canyon for a westbound change-off, the crew will receive the 15 mile payment under the terms of the Revelstoke Terminal Agreement and will thereafter go on deadhead pay leaving Greely (Mile 116.0) to Albert Canyon, where Turnaround Time at Albert Canyon will apply until departure, and then running miles to Greely. No double payment therefore occurs.

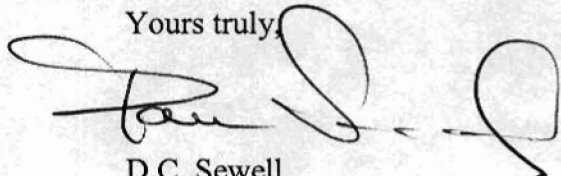
Another example of payment beyond the Revelstoke Terminal Agreement for a crew going to relieve an east bound train. When an eastbound crew changes-off at Three Valley, the train crew will automatically receive 15 miles under the Revelstoke Terminal Agreement, then receive deadhead pay from Mile 11.0, at Clanwilliam to arrival at Three Valley, then turnaround pay at Three Valley until departure and running miles back to Mile 11.0, (Revelstoke Terminal Agreement limits). No double payment therefore occurs.

Crews that stop short of the Revelstoke Terminal Change-Off Agreement limits, with their train, to change-off or secure their train, are compensated the fixed rate as per the ECCP Collective Agreement provisions and do not receive the 15 miles under the Revelstoke Terminal Change-Off Agreement.

This agreement is made without prejudice or precedent to either party and can be cancelled upon one party serving 30 days written notice to the other.

Please sign your concurrence in the space provided below so the necessary arrangements can be made.

Yours truly,

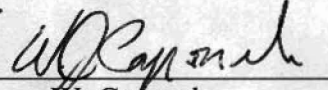


D.C. Sewell
Service Area Manager
Revelstoke, B.C.

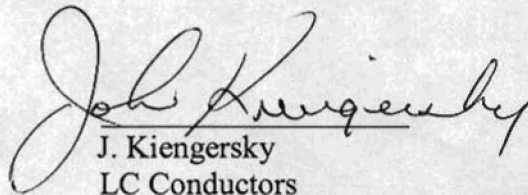
I CONCUR:



G. Edwards
LC Engineers



W. Cyronek
LC Conductors



J. Kiengersky
LC Conductors

Date:

Jan 19, 2007

Jan 19/07

Jan. 18/07