

MEMORANDUM OF AGREEMENT BETWEEN THE CANADIAN PACIFIC RAILWAY
COMPANY AND THE BROTHERHOOD OF LOCOMOTIVE ENGINEERS COVERING
THE MANNING OF THROUGH FREIGHT TRAINS IN RUN-THROUGH SERVICE
BETWEEN TORONTO, ONTARIO AND SMITHS FALLS, ONTARIO.

Section

1. It is agreed that effective with implementation of run-through train operation, locomotive engineers on through freight trains between Toronto, Ontario, and Smiths Falls, Ontario, will operate through Trenton, Ontario.
2. Engineers with home terminals at Smiths Falls and Toronto will man through freight trains between Smiths Falls and Toronto under schedule rates and conditions except as otherwise provided hereunder.
3. Other than run-through operation, trains between Toronto-Trenton and Smiths Falls-Trenton will be manned in accordance with the existing division of work provisions.
4. Run-through trains will be manned in accordance with the provisions of Appendix "A" attached hereto. This Appendix "A" is subject to change by mutual agreement.
5. The hours on duty of engineers in run-through service between Smiths Falls and Toronto will not regularly exceed 10 hours.
6. Engineers in run-through service may be required to make not more than a combination of seven switches and stops, not to include more than three stops enroute in any single tour of duty for the purpose of picking up, setting off and switching of cars. Stops to set off bad order cars, bad order diesel units and setting off or picking up diesel units under Article 5(f) of the Collective Agreement not to be counted as a stop, except that setting off or picking up diesel units under Article 5(f) at Trenton and Ushaw will be counted as a stop under this Section.

Section

7. An Engineer in run-through service who stops to set off, pick up or switch cars enroute will have all time so occupied in excess of 59 minutes added to the mileage of his trip at the rate of
(cont'd.)

12½ miles per hour on a minute basis when payment for such trip is made on a mileage basis. Time occupied in picking up, setting off and switching by road engineer only to be counted. Such time to be computed from time switching commences until time train coupled and ready to depart. Time occupied setting off bad order cars, bad order diesel units and time occupied setting off or picking up diesel units under provisions of Article 5(f) not to be included in computing time under this Section.

8. Engineers on the Ontario District seniority list and those holding promotion rights to engineers on the signatory date of this agreement will be paid 201 road miles in run-through service between Smiths Falls and Toronto. Engineers not on Ontario District seniority list or those not holding promotion rights to engineers on the signatory date of this agreement will be paid actual road miles of 194.
9. When required by the Company to deadhead between Smiths Falls and Toronto, payment shall be as follows:
 - (a) for engineers on the Ontario District seniority list and those holding promotion rights to engineers on the signatory date of this agreement, the mileage to be paid when deadheading on freight trains will be 203 at minimum freight rate;
 - (b) for engineers not on the Ontario District seniority list or not holding promotion rights to engineers on the signatory date of this agreement, mileage to be paid in deadheading on freight trains will be 196;
 - (c) when deadheading is authorized on Canadian National passenger trains, the mileage paid for such deadheading will be 223;
 - (d) except as provided in (a) above, payment for respective methods of deadheading will be in accordance with the applicable provisions of Article 5 of the Collective Agreement.

Section

10. (a) Relocation Expenses

An engineer displaced and required to relocate as a result of implementation of the run-through operation Smiths Falls - Toronto shall, provided he meets the eligibility requirements listed below, be eligible for relocation expenses.

(b) Eligibility

The eligibility of specific employees for relocation benefits specified below will be negotiated provided that in each case the following basic qualifications are fulfilled:

An employee:

- (1) Must occupy unfurnished living accommodation to be eligible for benefits under Clauses (2), (6) and (7) of Sub-Section (c) of this Section.
- (2) Must establish that it is impractical for him to commute daily to new location.

(c) Relocation Benefits

- (1) Payment of door-to-door moving expenses for the eligible employee's household goods and his automobile, including packing and unpacking, insurance, and up to one month's storage; the mode of transportation to be determined by the Company.
- (2) An allowance of up to \$200.00 for incidental expenses actually incurred as a result of relocation.
- (3) Reasonable transportation expenses from his former location to his new location, by rail, or, if authorized, by bus or employee-owned automobile, and up to \$50.00 for a single employee, up to \$100.00 for an employee and spouse or dependent, and up to \$150.00 for an employee, his spouse, and dependent or dependents for meals and temporary living accommodation. Receipts will be required for rail or bus transportation.
- (4) Upon authorization, an employee may drive his automobile to his new location at an allowance of 10¢ per mile.
- (5) Up to three working days to relocate, and shall receive \$25.00 for each day, with a maximum of \$75.00.
- (6)
 - (i) Reimbursement for loss sustained on sale of a relocating employee's private home which he occupied as a year-round residence, provided that the Company is given the right in priority to everyone else to purchase the home. Loss sustained is determined as the difference between the value determined in accordance with Appendix "B" plus any real estate agent and legal fees, and the amount established as the selling price in the deed of sale.
 - (ii) The procedure to be followed in respect of determining the loss, if any, on the sale of a home shall be as described in Appendix "B" of this Agreement.
 - (iii) An eligible employee who desires to sell his house and receive any benefit to which he may be entitled under this Clause (6) must advise the Company's officer concerned accordingly within 12 months of the date the initial change takes place. No employee shall be entitled to any claim under this Clause (6) if the house is not listed for sale within 60 days of the date of the final determination of value and thereafter the house continues to be listed for sale. Any claim for reimbursement under this Clause (6) must be made within 12 months of the final determination of value.

- (7) If an employee who is eligible for moving expenses does not wish to move his household to his new location, he may opt for a monthly allowance of \$25.00 which will be payable, so long as he remains at his new location, for a maximum of 12 months from date of transfer to his new location. An employee claiming under this Clause (7) may elect within such 12-month period to move his household effects, in which case the amount paid out under this Clause (7) shall be deducted from the relocation expenses allowable.
- (8) Alternatively to Clause (6), the cost of termination an unexpired lease and legal costs connected therewith up to a value of three months' rent, where the relocating employee was renting a dwelling which he occupied as a year-round residence except that where such lease was entered into following the notice of the change without prior approval of the Company no benefit will be provided. Such prior approval will not be unreasonably withheld. Should the law require payment of more than three months' rent in order to terminate a lease, such additional amount will be paid providing the employee first secures the Company's approval to pay in excess of three months' rent.

Section

11. Maintenance of Basic Rate Benefit.

The specific employees entitled to maintenance of basic rate benefits provided hereunder will be negotiated.

- (a) An eligible engineer who is regularly employed in road freight service other than road switcher service on the day immediately preceding the effective date of the change, and who thereafter as a consequence of the change is unable to hold an engineer's position in road service shall be entitled to a maintenance of basic rate benefit to the extent of \$775.00 per calendar month.

- (b) (i) Except as provided in paragraph (ii) of this Sub-Section, (b), an eligible engineer who is regularly employed in road switcher service on the day immediately preceding the effective date of the change and who thereafter, as a consequence of the change, is unable to hold an engineer's position in road switcher service shall be entitled to a maintenance of basic rate benefit to the extent of \$615.00 per calendar month.
- (ii) An eligible engineer who is regularly employed in road switcher service on assignments listed in Appendix "C" attached hereto, on the day immediately preceding the effective date of the change and who thereafter, as a consequence of the change, is unable to hold an engineer's position on such road switcher assignments shall be entitled to a maintenance of basic rate benefit to the extent of \$770.00 per calendar month.
- (c) An eligible engineer who is regularly employed in passenger service on the day immediately preceding the effective date of the change and who thereafter, as a consequence of the change, is unable to hold an engineer's position in passenger service shall be entitled to a maintenance of basic rate benefit to the extent of \$840.00 per calendar month.
- (d) An eligible engineer who is regularly employed in yard service on the day immediately preceding the effective date of the change and who thereafter, as a consequence of the change, is unable to hold an engineer's position in yard service shall be entitled to a maintenance of basic rate benefit to the extent of \$630.00 per calendar month.
- (e) An eligible engineer who as a consequence of the change is unable to hold an engineer's position in any class of service shall be entitled to a maintenance of basic rate benefit to the following extent:
- (i) If employed regularly as an engineer in road freight service except road switcher service on the day immediately preceding the change - \$775.00 per calendar month.
- (ii) If employed regularly as an engineer in road switcher service, except those road switcher assignments listed in Appendix "C", on the day immediately preceding the change - \$615.00 per calendar month.
- (iii) If employed regularly as an engineer in road switcher service on assignments listed in Appendix "C" attached hereto, on the day immediately preceding the change - \$770.00 per calendar month.
- (iv) If employed regularly as an engineer in passenger service on the day immediately preceding the change - \$840.00 per calendar month.

- (v) If employed regularly as an engineer in yard service on the day immediately preceding the change - \$630.00 per calendar month.
- (f) An engineer shall be eligible for a maintenance of basic rate benefit provided:
- (i) He exercises seniority to the position with the highest earnings as engineer or fireman available to him at either his location or on his seniority district in accordance with seniority provisions. In the event of dispute, as to the position with the highest earnings to which the engineer must exercise his seniority, the Company will so designate.
 - (ii) If as a consequence of the change he is employed as engineer in yard service, he works all vacancies as road engineer available to him at his location consistent with seniority provisions.
 - (iii) If as a consequence of the change he is employed as a fireman (helper) he works all vacancies as engineer available to him at his location consistent with seniority provisions.
 - (iv) He is available for service the entire month. In the event he is not available for service for the entire month, the amount of benefit specified in Sub-Sections (a), (b), (c), (d) and (e) of this Section 11 shall be reduced by an amount equal to the earnings he would have earned during the period he is unavailable.
- (g) All compensation paid to an employee by the Company during any month shall be taken into account when computing the benefits specified in Sub-Sections (a), (b), (c), (d) and (e) of this Section. Shifts or tours of duty commencing between 0001 on the first day of the month and 2400 on the last day of the month will be included in computing compensation paid.
- (h) The benefits provided under this Section shall continue for a period not exceeding 12 months following the effective date of the run-through operation.

Section

12.

Early Retirement Allowance

An employee whose position is abolished by this change and who is

- (a) Sixty (60) years of age or over
and
- (b) eligible for early retirement under the rules of the Company's Pension Plan, will, if he elects early retirement, be entitled to receive:

- (i) an allowance of \$30.00 per month commencing in the month immediately following the last month in which the employee received wages and continuing each month until the normal retirement age of 65 years is reached;
or
- (ii) a lump sum equivalent to seventy percent (70%) of the total value of monthly allowances he could have received under this provision.

An employee who elects benefits under this Section will not be entitled to any other benefits provided for by this Agreement. Early retirement allowance will cease should the employee die before age 65.

Signed at Toronto, Ontario October 29th, 1969.

FOR THE COMPANY:

(sgd.) L. R. Smith

FOR THE EMPLOYEES:

(sgd.) E. C. Machin

Section

1. Two pool boards will be maintained at each home terminal, one for the home terminal pool engineers and one for the "away-from-home" pool engineers.
2. Away-from-home pool engineers will stand out ahead of "home terminal engineers" at the away-from-home terminal after eight hours (including calling time) from the time released on arrival except that home terminal engineers will be called for the following:

At Toronto:	928's freight
	916's freight
	904's freight
At Smiths Falls:	927's freight
	931's freight
	905's freight

NOTE: In the event no home terminal engineers or qualified engineers are available to man the above trains, away-from-home engineers may be called.

3. If an engineer books rest in excess of eight hours at the away-from-home terminal, he will be called in his turn at the expiration of such rest in preference to a pool engineer at his home terminal, except as provided in Section 2 of this Appendix "A".
4. An equal division of run-through dispatches, including deadhead dispatches, will be maintained on a weekly basis (Friday to Thursday) with a permissive variation of two dispatches. Any inequity in dispatches will be corrected at the first opportunity. Adjustments necessary to maintain this division of dispatches will be made in the dispatching of extra trains, sections of regular trains and deadheading of engineers. In order to keep a current record of dispatches for both pools, dispatches from each pool will be numbered consecutively on a calendar month basis. These records will be furnished to the B. of L.E. not later than the fifth day of the following month.

PARTICULARS OF HOUSE TO BE SOLD.

Name of Owner: _____

Address: _____
Number Street City - Town

Type of House: i.e., cottage, bungalow, split level _____

Year Built: _____ No. of Rooms: _____ Bathrooms: _____

Type of Construction: i.e.; brick veneer,
stucco, clapboard _____

Finished Basement: Yes _____ No _____

Type of heating: i.e., oil, coal, gas, electricity _____

Garage: Yes _____ No _____

Size of lot: _____

Fair Market Value: \$ _____

Other comments: _____

Date: _____ Signature: _____

The Following Road Switcher Assignments are those to which the \$770.00 Maintenance of Basic Rate Benefit applies as referred to in Section 11(b) (ii)

1st Emery

2nd Emery

3rd Emery

Peterboro - Lindsay

Havelock - Blue Mountain

Toronto - Oshawa

C
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C.P. RAIL
Eastern Region - Union Station, Toronto 1, Ontario

October 29, 1969.

File No. 20698-237

Mr. E. C. Machin,
General Chairman,
Brotherhood of Locomotive Engineers,
215 Medico-Dental Bldg.,
1396 St. Catharine Street, W.,
Montreal, Quebec.

Dear Sir:

In the application of Section 5 of the Agreement signed October 29, 1969, covering run-through operation between Toronto and Smiths Falls, it is understood the General Chairman, B. of L.E., may complain about any undue detention to run-through trains directly to the Regional Manager. On receiving such complaint immediate investigation will be conducted and corrective measures taken. If the detention reported results in engineers being regularly more than ten (10) hours on duty, same must be corrected within the ten (10) days following the initial complaint from the General Chairman or same will be considered a violation of the Agreement. Detention caused by derailments, impassable track and snow blockades will not be subject to the foregoing unless same is not corrected within a reasonable time.

Yours truly,

(sgd.) L. R. Smith,
for Regional Manager,
Operation and Maintenance.

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General Committee of Adjustment
BROTHERHOOD OF LOCOMOTIVE ENGINEERS
C.P.R. Eastern & Atlantic Regions

October 29, 1969.

Our File No: 53ER-4-26-6-4

Mr. W. J. Presley,
Regional Manager,
Operation and Maintenance,
Canadian Pacific Rail,
Room 354, Union Station,
Toronto, Ontario.

Dear Sir:

In connection with run-through operation between Toronto and
Smiths Falls, Belleville Subdivision.

In the application of Section 11, Maintenance of Basic Rate
Benefits, of the Agreement signed October 29, 1969, it is
understood the benefits specified in the various classifications
of service are based on current rates of pay contained in the
collective agreement and are not subject to adjustment as
result of future wage increases.

In the event that implementation of run-through takes place
subsequent to change in the current rates of pay, it is under-
stood the Maintenance of Basic Rate Benefits in the Memorandum
of Agreement signed October 29, 1969 will be adjusted to
reflect the rates of pay applicable at the time implementation
of run-through is effective.

I respectfully request your concurrence to the aforementioned
understanding. If you agree, please indicate by signing as
provided. Please return one copy for my files.

Yours truly,

(sgd.) E.C. Machin
General Chairman.

Concurred -

(sgd.) L.R. Smith,
for Regional Manager,
Eastern Region.

Memorandum of Agreement Between Eastern Region,
Canadian Pacific Railway Company and the
Brotherhood of Locomotive Engineers Covering
Conditions to be Implemented with the
Introduction of Run-Through Operation
Between Smiths Falls and Toronto.

ENGINE CONDITIONS:

Every effort will be made to improve the heating of diesel locomotive cabs. If incoming engineer indicates on Form MP.74 that cab on leading diesel unit is too cold for reasonably comfortable occupancy and if defects cannot be corrected, the diesel consist will be remarshalled or another unit supplied at either Smiths Falls or Toronto. Outgoing eastward engineer at Toronto will be given an opportunity to read M.P.74 completed by incoming engineer to learn if any cab heating defects were booked. Forms M.P.74 will be available at Smiths Falls. Diesel units to be maintained in accordance with Superintendent of Motive Power's letter of April 2, 1969 to Master Mechanic.

TRAIN INSPECTION:

No change in existing requirements.

SWITCHING AT TERMINALS

A minimum of switching will be expected of run-through crews at terminals. In cases where crews have been on duty for excessive periods enroute every effort will be made to expedite yarding of train, movement of diesel units to shop track and release of engineer from duty. Switching and transfer movements at terminals will be confined to cars in their own trains.

TRANSPORTATION IN TERMINALS:

In Toronto and Smiths Falls if an engineer is released from duty or required to take charge of engine at other than recognized point, transportation will be provided by the Company to deliver him to booking-in room or to point where he is to take charge of engine. Same provisions apply when engineers are deadheading, including those deadheading on C.N.R. passenger trains involving transportation between Guildwood and Toronto Yard. Proper instructions will be issued to ensure men will not be unduly delayed waiting transportation from Guildwood.

HELD AWAY-FROM-HOME TIME:

This will be kept to a minimum consistent with good railway operating practices. Payments as provided for in collective agreement will remain in effect. Consistently excessive lay-overs at distant terminals may be drawn directly to attention of Regional Manager by General Chairman for corrective action. Train Dispatchers will be provided with complete instructions as to what is to be expected of them. Copy of such instructions to be forwarded to General Chairman, B. of L.E., before run-through commences.

ORIGINATING POINTS OF TRAINS IN TORONTO TERMINALS:

Engineers in run-through service will continue to go on and off duty at Toronto Yard. In the event that a change in this pattern is at some future date found to be necessary sufficient advance advice will be provided General Chairman, B. of L.E., to permit consideration to be given to what is planned.

DEADHEADING:

Suitable accommodation will be provided for engineers when deadheading on freight trains.

DETOURING OF TRAINS:

No change is contemplated in the present policy with regard to the method of manning detoured trains between Toronto and Smiths Falls.

RESTHOUSE:

New resthouse will be constructed at Smiths Falls.

MARSHALLING TRAINS:

The Company recognizes the necessity of marshalling trains to facilitate set-offs in run-through territory. Whatever steps are necessary will be taken to accomplish this end.

EXPERIENCED MEN IN HEAD-END CREW:

To facilitate the expeditious handling of train and switching movements to keep hours on duty at a minimum, the Company recognizes the desirability of ensuring Headend Trainmen in run-through service are experienced and will do whatever is necessary to see that the employees working these positions have at least six months experience.

RESTHOUSE FACILITIES AT TRENTON:

Existing resthouse at Trenton will be removed from service but it will not be disposed of or demolished for at least one year from effective date of run-through operation.

PICK-UP SERVICE:

To lessen the amount of switching that may be required of run-through trains to comply with Sections 5 and 6 of the Run-Through Agreement, a Pick-Up service will be established Toronto-Trenton or Toronto-Cobourg. Should switching decrease sufficiently as result of establishing road switcher assignments at various points on Belleville Subdivision, changes in rail traffic patterns or other valid reasons this Pick-Up service may be changed or abolished.

PILOTS:

Initially pilot pools will be established at Smiths Falls and Toronto made up of Locomotive Engineers from Engineers' working lists. Those employees who will be eligible to have pilots are as shown on attached lists. Spare-board employees at Toronto after implementation of run-through may be given opportunity to familiarize themselves with run-through territory by creation of a separate pool.

TRAINS HANDLING EQUIPMENT ON WHICH
SPEED RESTRICTIONS APPLY:

Train handling equipment on which speed restrictions apply will set off such equipment enroute to eliminate excessive hours on duty.

SIGNED AT TORONTO, ONTARIO, OCTOBER 29, 1969.

FOR THE COMPANY:

(sgd.) L.R. Smith

FOR THE EMPLOYEES

(sgd.) E.C. Machin

TORONTO-SMITHS FALLS RUN-THROUGH

QUALIFIED ENGINEERS ELIGIBLE TO HAVE PILOTS - DIVISION 295

E.F. Harris	E. Dicker	W.S. Hyden	H. Chapell
G. Anderson	E. Witty	W.E. Beam	M. Hornsby
W. Campbell	J. Cheyne	P.R. Fitzgerald	F.G. Ryan
A. Colbeck	B. Harris	F.T. Pollock	V.S. Shaw
N. Spencer	B. Cameron	J. Ryan	G.E. Koph
M. Kennedy	C.W. Halpin	R.C. Cartwright	R.A. Egan
J.G. Gillospie	H. Schroeder	J.C. Warnick	P.H. O'Brien
J. Robinson	J.W. Hughes	W.J. Pickering	J.W. Hammersley
M. Antonette	J.J. O'Connor	A. Maxwell	R.J. Aude
W. Keyworth	R.A. Stix	W.R. Nelson	K.E. Croney
D. Rylott	I. Jasper	L.G. Kirk	W.T. Jones
A. Moore	R. Cochrane	W.G. Jones	J. Hanney
C. Peck	W. Hammond	F.J. Bunker	P.J. Gallagher
J. Park	C.W. East	R.E. Ostrander	J.C. Neil
M.H. Fox	W.J. Stewart	W.G. Shank	H. Dance
E. Warne	S. Munshaw	R.D. Jefferson	J.M. Amos
C. Woodard	J. Purdy	H.E. Fournier	D. Hurd
J.G. Donaldson	E.F. Slack	W.A. Munro	B.M. Stone
M. Hall	R. Sellars	W.T. Buchanan	P.L. Beckett
E.C. Graham	F. Strathdee	A.A. Smith	P.J. Fairfull
G.W. Alderson	C. Laddy	A. Campbell	F.G. Patterson
A. Parker	A. Fuller	W.H. Phillips	D.L. Atkinson
H.W. Lister	E.L. Gorshynski	D.H. Bodiam	F.N. Miller
G. Titley	H. Hughes	P. Wigglesworth	B. Gooderham
J.R. Stocker	J.F. Stinson	W.H. Cox	C. Belanger
C.W. Waters	W.R. Brown	C.J. Fox	V. McFadden
J. Galkin	B.D. Perkins	R.J. Westover	J.E. Anderson
J.G. Pearson	R.B. Armstrong	K. Dadd	J.R. Flint
C.H. Osborne	J. Alexander	V.J. Howell	T.B. Kinnear
J. Ballis	H.F. Hunter	D. Hardie	R. Davis
A. Wray	C.R. Ellis	D. Whistance-Smith	J.R. Crawford
J. Ovell	I.A. Stewart	P. Anderson	J. Whittle
E.K. Fawcett	J.V. Coburn	R. Bossi	M. Kristoff
R. Slater	F.W. Ineson	D.L. Rowat	H.W. Elen
D. McKee	D. Sullivan	N. Cantin	J.D. Sutherland
B. Barrett	F. Fernandez	D.L. Gano	E.A. Burke
G.F. Bush	R. Belanger	J. Ansell	K.H. Burnett
R. Roberts	P. Rudyk	J.H. Ritchie	H.A. Kirkby
C. White	V. Saigeon	J.W. Hamilton	A.G. Gerry
N. Famulak	M. Colton	W.D. Cardiff	R.P. Millward
R. Snowden	S. Bolton	A.B. Woods	F.J. Wade
J. Fortier	H.J. Pratt	D.H. Marshall	L.W. Clarke
A. Lamey	M.T. Kelly	H.A. Sims	R. Cook
R.J. Morgan	G. Exton	C.W. Finger	H.H. Allen
D.W. McCartney	D.R. MacKenzie	W.J. Nelson	
E.F. Atkinson	R.J. Chapell	A.G. Bellis	
J.D. Orr	A. Rolls	A.W. MacDonald	
T. Wilson	J.P. Cook	J. Glaus	
R.R. Sweeney	R.J. McDonald	H. Blocka	
E. Carrick	K.N. Brown	L.G. Hurd	
J.W. Buck	J.D. Connor	A. Farrell	
F.H. Jones	W. Blackhurst	J. Broadstock	
D. Robb	W.J. Robb	R. Alexander	
S.M. Andrews	W. Parks	A.J. Lomas	
J.F. Walter	F. Korolischuk	T. Calhoun	
W. Webster	H. Bradbury	J.T. Davis	

cont'd.

J.B. McNeil	E. Ferguson	A.C. Strachan
L. Sinclair	R. Mills	V.J. Lecour
W. Hayes	M. Robertson	R.H. Parcels
C.F. Slinger	H. Kraus	G. Kapsa
W.G. Gillis	F.J. Smith	T.D. Prendergast
J.R. Davies	D.G. Mowat	C.J. Martin
W. Walsh	T.F. Wazonek	D.G. Norton
J.P. Clarke	G. Copeland	
N. Stokes	E.A. Bolton	
G.C. Nagle	J.E. Connor	
J.H. O'Connor	R. Hadeau	
J.E. Fairfax	E.J. Tobin	
J.W. Blake	F. Parcels	
E.J. Scruton	B.R. DuMaresq	
J. Kowbus	H.J. Cardinal	
R. Hubbard	M. Kryklywy	
J. McCormick	O.V. Grant	

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TORONTO-SMITHS FALLS RUN-THROUGH

QUALIFIED ENGINEERS ELIGIBLE TO HAVE PILOTS - DIVISION 658

C. Hood	B. Taylor
J. Andre	L. Macvoy
R. Carey	F. Vertpny
B. Farrar	J. Robinson
G. Bryant	J. Finn
C. Powell	M. Gard
C. Madgett	B. Bannon
G. Knapp	B. Nickalqs
D. Bruneau	S. Campbell
V. Brunton	H. Cubitt
J. McCall	W. Howe
W. Steenburgh	B. McCrum
O. Powers	M. Rutherford
G. White	D. Ferguson
I. McCrimmon	B. Tugnett
B. Carpenter	J. Reid

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D R A F T

Date: TORONTO, October 27, 1969.

File No. 20698-237

From: Mr. W.J. Presley

To: Messrs. J.F. Crato,
C.R. Pike

In connection with run-through operation between Toronto and Smiths Falls, Belleville Subdivision.

The importance of proper handling of crews in this service cannot be too strongly emphasized. The covering agreement allows for cycling of crews in such a manner as to provide equal sharing of available work between the two pools. While this undertaking should ensure no crews are unduly delayed at away-from-home-terminal, I should like it clearly understood that you and your officers will be expected to keep held-away-from-home-terminal-time payments to minimum consistent with efficient operation. Complete and explicit instructions, in writing, should be given dispatching staffs so they will be aware of what is required of them. They should be told to contact you or your operating officers should they be in doubt about the correct course to follow in handling any given crew which might become involved in held-away-from-home-terminal-time.

Please acknowledge receipt.

Regional Manager,
Operation and Maintenance.

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CANADIAN PACIFIC

Toronto, April 2, 1969.
File: 3C - 1E - 3G

Mr. R. L. Machin; Smiths Falls
Mr. E.B. Wheeler, Toronto
Mr. A.A. Mellis, Toronto
Mr. L.L. O'Brien, London
Mr. J. McGown, Sudbury
Mr. D.L. Kavanagh, Chapleau.

In connection with the marshalling of diesel unit consists at originating points, a complaint has been received from the Brotherhood of Locomotive Engineers that during the past winter, cabs have been very cold due to defective cab heaters, also units equipped with pressure maintaining valves, toilets and cooling water facilities, have been marshalled in consists other than the leading unit of the consist. Another complaint received was that M.P. 74's were not being placed on the units at the originating points for the purpose of recording any defects which might develop on the locomotive. It was also stated that Assistant Foremen were removing the M.P. 74's at intermediate points upon arrival of run-through units. This is a Board Order and all records must be kept of any defects developing enroute and after work completed at maintaining stations, records are to be filed for further use, if required.

With regard to cold cabs, these units should be placed in the consist other than the leading unit. When consists are being switched, units should be marshalled in tandem so that should a cab heater become defective enroute, during severe weather, units can be reversed with a minimum of delay.

Where units are equipped with pressure maintaining valves, if in mechanically good condition, equipped with toilets and water coolers, they must be marshalled in the lead position in the consist.

Cab windows must be clean, door latches, windshield wipers and cab heaters must be in good operating condition.

All sanders to be operating as intended.

Cab debris, such as cigarette butts, pop bottles, lunch papers, expired train orders, etc., to be removed and placed in proper containers.

Floor brooms to be supplied and cab floors swept out, where staff is available.

Cab fire protection appliances must be in good working order and not damaged.

Tools and cab equipment must be applied in accordance with drawing B-53-DL-67-B.

Copies of Enginemen's Report Form MP-74 must be placed in its proper container located on cab wall, and corrective action must be taken on defects reported by Enginemen.

You will note the above instructions are those that have been issued periodically over the past years. However, it is expected that you will make every effort to have these items again brought to the attention of personnel, your station, to assist in making this a successful operation.

(sgd.) L.W. Winslade,
Supt. M.P. & Rolling Stock.

cc: Mr. W.J. Presley
Mr. W.F. Cox.

cont'd.

cc: Mr. E.C. Machin,
General Chairman,
Brotherhood of Locomotive Engineers,
204 Medico-Dental Bldg.,
1396 St. Catherine St. West,
Montreal 25, Quebec.

This in connection with our conversation in the General Manager's
Office.

Supt. M.P. & Rolling Stock.

cc: Mr. D. V. Rose.

MEMORANDUM OF UNDERSTANDING

Manning of Auxiliaries
Belleville Subdivision

- 1) Auxiliaries will be manned at the home terminal of the auxiliary by a home terminal crew, except in circumstances when it is more expeditious to utilize an away-from-home crew already ordered, or on duty, or at Toronto Yard a yard or foreign crew to expedite the movement of the auxiliary from the terminal.
- 2) Should a home terminal crew on their own auxiliary, i.e., Toronto crew on Toronto auxiliary or Smiths Falls crew on Smiths Falls auxiliary, require relief, they will be relieved by men belonging to their own home terminal as soon as relief can be made available. The crew so relieved will not be unduly delayed beyond rest period at away-from-home terminal.
- 3) Should an away-from-home Smiths Falls or Toronto crew be used on a foreign auxiliary, i.e., Toronto crew on Smiths Falls auxiliary or Smiths Falls crew on Toronto auxiliary, the foreign crew will automatically be relieved if the auxiliary is expected to be required beyond ten (10) hours.
- 4) Practices now in effect for relieving auxiliaries at Toronto or Smiths Falls manned with yardmen or other foreign crews will continue.
- 5) The above arrangement may be cancelled on 30 days' notice by either party.

DEC 6 1972

A. Ramey
Local Chairman, B. of L.E.

F. L. Smith
Local Chairman, U.T.U. (E)

I. Burton Carpenter
Local Chairman, B. of L.E.

H. Cubitt
Local Chairman, U.T.U. (E)

J. P. White
Local Chairman, U.T.U. (T)

M. H. Small
Superintendent, Smiths Falls Division

B. Marcolini
Local Chairman, U.T.U. (T)

J. P. Patterson
Superintendent, Toronto Division

February 15th, 1972.

CP Rail

Eastern Region — Union Station Toronto 116, Ontario



inley

~~xxxx~~ R.C. Gilmore

Chambers

Chambers

July 21, 1970.

File: 20698-237

Mr. L. H. Breen,
General Chairman,
United Transportation Union,
Room 112, Drummond Bldg.,
1117 St. Catherine St. West,
MONTREAL 110, Quebec.

Dear Sir:

In connection with the run-through operation between
Toronto and Smiths Falls.

In the application of Section 7, it is understood that
if the diesel units are cut off the train to allow
switching to be performed by yard forces, or other
crews, the time occupied is to count as switching in
the application of this Section 7.

The matter of having a yard engine switch a train from
the rear at Trenton was reviewed and it is understood
that consideration for counting such time as switching
under Section 7 will be reviewed after the run-through
operation has been in service for a reasonable period
to determine to what extent such switching is performed
and whether or not time so occupied is to be counted in
the application of Section 7.

Yours truly,

for L.H. Smith
Regional Manager,
Operation and Maintenance.



CP Rail
Internal Correspondence

Date Toronto, July 21, 1970.

File: 20698-237

From Mr. J. D. Bromley

To Mr. J. F. Grate
Mr. C. R. Pike

In connection with run-through operation between Toronto and Smiths Falls, Belleville Subdivision.

The importance of proper handling of crews in this service cannot be too strongly emphasized. The covering agreement allows for cycling of crews in such a manner as to provide equal sharing of available work between the two pools. While this undertaking should ensure no crews are unduly delayed at away-from-home-terminal, I should like it clearly understood that you and your officers will be expected to keep held-away-from-home-terminal-time payments to minimum consistent with efficient operation. Complete and explicit instructions, in writing, should be given dispatching staffs so they will be aware of what is required of them. They should be told to contact you or your operating officers should they be in doubt about the correct course to follow in handling any given crew which might become involved in held-away-from-home-terminal-time.

Please acknowledge receipt.

for *L.R. Smith*
Regional Manager,
Operation & Maintenance.

CP Rail

Eastern Region — Union Station, Toronto 116, Ontario

July 21, 1970.

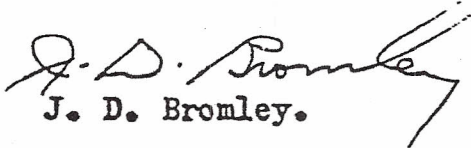
File:- 20698-237

Mr. L. H. Breen,
General Chairman,
United Transportation Union (T),
Room 112 - Drummond Bldg.,
1117 St. Catherine St., W.,
MONTREAL, Quebec.

Dear Sir:-

In the application of Section 5 of the agreement dated July 21, 1970, covering run-through operation between Toronto and Smiths Falls, it is understood the General Chairman, United Transportation Union (T), may complain about any undue detention to run-through trains directly to the Regional Manager. On receiving such complaint immediate investigation will be conducted and corrective measures taken. If the detention reported results in Trainmen being regularly more than ten (10) hours on duty, same must be corrected within the ten (10) days following the initial complaint from the General Chairman or same will be considered a violation of the agreement. Detention caused by derailments, impassable track and snow blockades will not be subject to the foregoing unless same is not corrected within a reasonable time.

Yours truly,


J. D. Bromley.

CP Rail

Eastern Region — Union Station, Toronto 116, Ontario

Smith
President
Bromley
General Manager
Operation and Maintenance
Gilmore
General Manager
Traffic and Service
Chambers
Assistant Vice-President

OCT 15 1970

October 13, 1970.

File: 20698-237.

Mr. L. H. Breen,
General Chairman,
United Transportation Union,
Room 112, Drummond Bldg.,
1117 St. Catherine St. W.,
MONTREAL 110, Quebec.

Mr. C. J. Allen,
General Chairman,
United Transportation Union,
Room 611,
1117 St. Catherine St. W.,
MONTREAL 110, Quebec.


Mr. E. C. Machin,
General Chairman,
Brotherhood of Locomotive Engineers,
216 Medico-Dental Bldg.,
1396 St. Catherine St. W.,
MONTREAL, Quebec.

Dear Sirs:

With reference to the run-through operation of crews on trains between Smiths Falls and Toronto and with particular reference to Clause 2 of Appendix "A" - Cycling of Crews.

This will confirm understanding reached in meetings on September 9, 1970, to the effect the eight-hour rest period provided for in Clause 2 referred to above will not apply in cases where employees or crews are to be returned from distant terminal to home terminal in deadhead service.

Yours truly,


Regional Manager,
Operation and Maintenance.

CP Rail

Eastern Region — Union Station, Toronto 116, Ontario



February 9, 1971.

FEB 10 1971

File: 20698-237.


Mr. L. H. Breen,
General Chairman,
United Transportation Union,
Room 112, Drummond Bldg.,
1117 St. Catherine St. West,
Montreal 110, Quebec.

Dear Sir:

Will you please refer to your letter of December 23, 1970, in connection with the run-through operation Smiths Falls - Toronto, and with particular reference to Appendix "A" and the mandatory 8-hour rest period provided therein.

You will readily agree what you request will result in reducing the rest periods for Trainers. It is my feeling we should not do anything that will result in a decrease in the mandatory 8-hour rest period for those in run-through service.

Yours truly,


Regional Manager,
Operation and Maintenance.

CP Rail

Eastern Region - Union Station, Toronto, Ontario M5J 1E8
Tel (416) 366-7411

JAN 28 1977



ALLISON
Vice President

L. A. HILL
General Manager
Operation and Maintenance

R. A. TEOLI
General Manager
Marketing and Sales

J. G. DOW
Administrative Assistant
to Vice-President

January 22, 1977

File: 20698-237

Mr. E. C. Machin
General Chairman
Brotherhood of Locomotive Engineers
Room 216, 1396 St. Catherine St. W.
Montreal, P.Q.

Mr. C. J. Allen
General Chairman, U.T.U.
P.O. Box 58
Two Mountains, Que.
J7R 4K1

Mr. L. H. Brer
General Chairman
United Transportation Union
1231 Ellesmere Road
Scarborough, Ontario
M1P 2X8

Dear Sirs:

This will confirm the understandings reached at our meeting on January 18, 1977, at Toronto, Ontario, disposing the matters raised in Mr. E. C. Machin's letter of December 20, 1976, in respect of the run-through operation between Toronto and Smith Falls.

Subject #1

It was agreed to waive the compulsory rest rule when dead-heading crews with the understanding that the Company would order crews, if possible, before going off duty.

The crews would be responsible for booking in at the terminal in their proper turn.

Subject #2

It was agreed that crews can be deadheaded from their home terminal to equalize dispatches regardless of away-from-home crews being available.

Subject #3

Amend local rules pertaining to run-through operations to provide that Locomotive Engineers, Firemen (helpers) and

Trainmen who are called for short turnaround service or called and cancelled at the away-from-home terminal will stand first out with a two hour call unless they have been paid a minimum day, in which case they stand first out subject to the compulsory rest rule of six hours. Men will not be called in short turnaround service at their away-from-home terminal except in cases of emergency.

Subject #4

It was agreed to amend Item 2 of the Memorandum of Understanding dated February 15, 1972, governing the Manning of Auxiliaries on the Belleville Subdivision to read as follows:

"When a crew on an auxiliary require relief, same will be provided from the terminal which has jurisdiction over work at the location at which the auxiliary is working. It is understood that the crews will deliver the auxiliary to its home terminal and such crews would be deadheaded to their home terminal without undue delay."

Arrangements will be made to have our Superintendents exchange letters of understanding with their respective local Chairmen, confirming this amendment to the Memorandum of Understanding.

It is understood that this satisfactorily resolves all matters contained in General Chairman Machin's above mentioned letter. If the foregoing meets with your understanding, will you kindly indicate your concurrence in the space provided below and return one copy to me for my records.

Yours truly,

L. Will
General Manager,
Operation & Maintenance

I CONCUR:

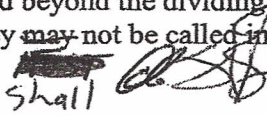
Leo H. Breen
General Chairman

**Memorandum of Agreement between Canadian Pacific Railway
and the TCRC – Trainpersons and Locomotive Engineers of
Divisions 295, 658, 381, of Toronto, Ontario and Smiths Falls, Ontario
Governing Train Operations on the Belleville Subdivision and
Superseding Certain Terms and Conditions Identified in the Belleville
Run-Through Agreement**

Scope:

This agreement will supersede certain terms of the Belleville Run-Through Agreement, which govern the handling of crews and the general train operations on the Belleville Subdivision, in-line with the following criteria.

Terms:

- 1) Effective October 2, 2005, the Company will no longer be required to equalize dispatches between Smiths Falls and Toronto crews. The present crew calling rules & procedures will remain in place at both terminals and crews will be governed by the application of the Collective Agreement and the decision tables, which are currently in place at both locations. (Reference Appendix A – item 4 of the governing Belleville Run-Through Agreements)
- 2) Upon monthly review of all chargeable miles per terminal, if either Smiths Falls or Toronto crews (Belleville Pool) are determined to be short of chargeable miles, in relation to the other terminal, crew(s) will be cut from, or added to the pool(s), in order to balance miles for both terminals. This review will be done jointly at the local level in the middle of the month. Chargeable miles associated with short turns called between the home terminal and Trenton will not be charged to the pool miles for the purpose of balancing miles between terminals.
- 3) The rules regarding relief work and the present requirement to utilize certain crews for this work beyond the dividing line at Trenton, will be modified and will permit the Company to utilize Smiths Falls or Toronto crews for this work, based on operational requirements and a deemed crew shortage (i.e. no availability in the pool or road spareboard) at either terminal. Should crews be utilized beyond the dividing line at Trenton, as per the circumstances identified herein, they ~~may~~ not be called in turn service out of the away from home terminal.

- 4) All trains assigned to a particular terminal (currently trains 238 and 239) will be placed into unassigned pool service.
- 5) One train pair, currently trains 238 & 239, may, at the Company's discretion, be operated into and out of Obico as a single fixed mileage tour of duty.

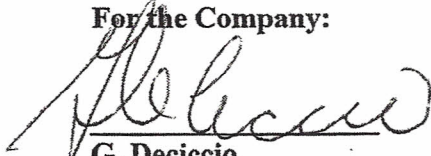
This Memorandum of Settlement supersedes any conflicting application/article contained within the Belleville Run-Through Agreement(s) dated October 29, 1969 and July 21, 1970 respectively.


This Memorandum of Settlement is effective on the 2nd day of October, 2005.
Administration of the Agreement will be done locally and any unresolved issues may be advanced to the General Chairman and the General Manager.

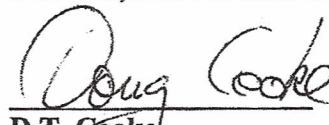
Notice to review the terms of this agreement may be served via thirty (30) days written notice by either party. Should this clause be enacted, the parties will meet within seven (7) days to attempt to rectify the situation. This agreement may be changed or modified by the parties upon mutual agreement.

Dated this 7th day of September, 2005.

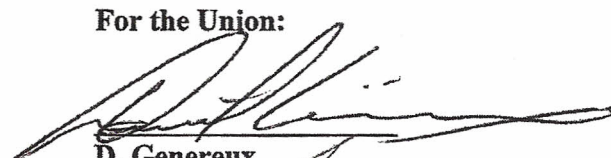
For the Company:



G. Deciccio
General Manager

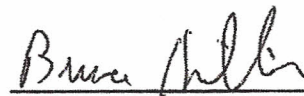

J. Copping
Director, Labour Relations

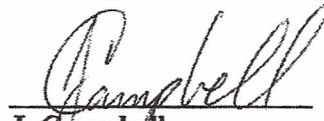

D.T. Cooke
Manager, Labour Relations


For the Union:

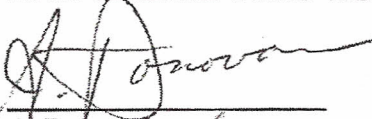

D. Genereux
General Chairman TCRC-T


T. Beaver
General Chairman TCRC-LE


B. Hiller
Vice-General Chairman TCRC-T


J. Campbell
Vice-General Chairman
TCRC-LE


D. Lemay
Local Chairman TCRC-LE


A. Donovan
Local Chairman TCRC-T

Tuesday, May 20, 2008

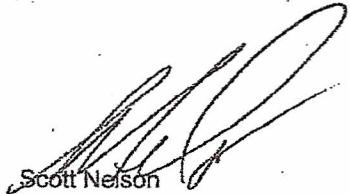
Mr S. Kmit
Local Chairperson
TCRC Local 658

Mr. D Crate
Local Chairman
TCRC 381

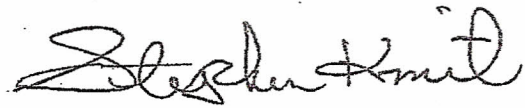
RE: Run-through pool crews operating west of Mi. 199.5 Belleville Subdivision

This is a letter of understanding that run-through pool crews will not be required to operate west of Mi. 199.5 Belleville Subdivision with the exception of handling trains 230/231 to and from Obico Yard.


It is also understood that run-through pool crews operating west of Mi. 199.5 Belleville Subdivision on train 231 in excess of seven and one half hours on duty when train arrives at Mi. 195.2 Belleville Subdivision having served proper rest notice to the company are not required to handle train 231 to Obico Yard.



Scott Nelson
Manager Road Operation
Smiths Falls, ON



Steve Kmit
Local Chairman 658



Doug Crate
Local Chairman 381

RUN-THROUGH POOL
(Home terminal Toronto)

Vacancies (Run-Through pool)

Conductors and Trainpersons filling vacancies in the Run-Through Pool service, District #1, having established their turn (made a trip), must be displaced on arrival, except by the regular person or a displaced person from another filled vacancy.

Set offs (File:P742)
TORONTO, October 21, 1991

“In response to your letter and our recent conversation concerning the marshalling of traffic to be set off enroute between Toronto and Smiths Falls as it pertains to the Run Trough Agreement.

This letter will confirm that I have agreed that traffic to be set off enroute should not be handled behind any more than fifteen (15) cars behind the engines.

In the event that the train is not properly marshaled, then steps will be taken to remarshal same to accomplish this end at the originating terminal.”

Yours truly,
L.A. Clarke
Superintendent
PCC/

cc: G.A. O’Callaghan