

MEMORANDUM OF AGREEMENT BETWEEN THE
COMPANY AND THE UNITED TRANSPORTATION UNION (T) COVERING THE
MANNING OF THROUGH FREIGHT TRAINS IN RUN-THROUGH SERVICE BE-
TWEEN TORONTO, ONTARIO, AND SMITHS FALLS, ONTARIO.

The term "Trainman" as used in this Agreement shall be understood to include Conductor, Baggage man and Brakeman.

1. It is agreed that effective with implementation of run-through train operation, Trainmen on through freight trains between Toronto, Ontario, and Smiths Falls, Ontario, will operate through Trenton, Ontario.
2. Trainmen 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 provisions of the collective agreement.
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 Trainmen in run-through service between Smiths Falls and Toronto will not regularly exceed ten hours.
6. Trainmen 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, en route 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 or setting off or picking up diesel units that were operated or are to be operated by the Engineer on the run on which the service is performed are not to be counted as stops except that at Trenton and Oshawa stops to set off or pick up diesel units that were operated or

are to be operated by the Engineer on the run on which the service is performed will be counted as stops under this Clause.

7. Trainmen in run-through service who stop to set off, pick up or switch cars en route will have all times so occupied in excess of 59 minutes added to the mileage of the trip at the rate of $12\frac{1}{2}$ 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 Trainmen 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 or bad order diesel units is not to be included in computing time under this section. Time occupied in setting off or picking up diesel units that were operated or are to be operated by the Engineer on the run on which the service is performed is to be included in computing time under this Clause.
8. Trainmen on Toronto District No.1 or Smiths Falls seniority lists on the signatory date of this agreement will be paid 201 road miles in run-through service between Smiths Falls and Toronto. Trainmen not on either of these seniority lists 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 Trainmen on Toronto District No.1 or Smiths Falls seniority lists on the signatory date of this agreement, the minimum to be paid when deadheading is established at 200 miles at through freight rates;
 - (b) for Trainmen not on the Toronto District No.1 or Smiths Falls seniority lists on the signatory date of this agreement deadheading payments will be in accordance with Article 22 of the Collective Agreement.

10. Sufficient men will be assigned to the respective pools at Smiths Falls and Toronto to keep mileage or equivalent thereof within the limitations of 3500 and 4300 miles. This rule is not to be construed as amending or superseding the provisions of Article 16(a) of the Collective Agreement.

11. Relocation Expenses and Benefits:

The provisions of Article 45, Clause 2, of Memorandum of Agreement signed at Montreal on April 29, 1969, shall apply.

12. Early Retirement Allowance:

The provisions of Article 45, Clause 3, of Memorandum of Agreement signed at Montreal on April 29, 1969, shall apply.

13. Maintenance of Basic Rate Benefit:

The specific employees entitled to Maintenance of Basic Rate Benefits provided hereunder will be negotiated.

(a) An eligible Conductor 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 a Conductor's position in road freight service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$649.88 per calendar month.

(b) An eligible Brakeman who is regularly employed in road freight service other than road switcher service on the day immediately preceding the effective date of the change, who thereafter as a consequence of the change is unable to hold a Brakeman's position in road freight service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$568.68 per calendar month.

(c) (i) Except as provided in Paragraph (ii) of this section (c), an eligible Conductor 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 a Conductor's position in road switcher service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$732.32 per calendar month.

(c)(ii) An eligible Conductor who is regularly employed in road switcher service on assignments listed in Appendix "B" 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 a Conductor's position on such road switcher assignments shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$778.96 per calendar month.

(iii) Except as provided in paragraph (iv) of this section (c), an eligible Brakeman 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 a Brakeman's position in road switcher service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$640.33 per calendar month.

(iv) An eligible Brakeman who is regularly employed in road switcher service on assignments listed in Appendix "B" 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 a Brakeman's position on such road switcher assignments shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$689.64 per calendar month.

(d) (i) An eligible Conductor 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 a Conductor's position in passenger service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$753.30 per calendar month.

(d)(ii) An eligible Baggage man 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 a Baggage man's position in passenger service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$612.60 per calendar month.

(iii) An eligible Brakeman 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 a Brakeman's position in passenger service shall be entitled to a Maintenance of Basic Rate Benefit to the extent of \$602.70 per calendar month.

(e) An eligible Conductor who as a consequence of the change is unable to hold a Conductor'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 a Conductor in road freight service except road switcher service on the day immediately preceding the change - \$640.38 per calendar month.

(ii) If employed regularly as a Conductor in road switcher service, except those road switcher assignments listed in Appendix "B" on the day immediately preceding the change - \$732.32 per calendar month.

(iii) If employed regularly as a Conductor in road switcher service on assignments listed in Appendix "B" attached hereto, on the day immediately preceding the change - \$778.96 per calendar month.

- (e)(iv) If employed regularly as a Conductor in passenger service on the day immediately preceding the change - \$753.30 per calendar month.
- (f) A Trainman shall be eligible for a Maintenance of Basic Rate Benefit provided:
- (i) He exercises seniority to the position with the highest earnings available to him on his seniority district in accordance with seniority provisions. In the event of dispute as to the position with the highest earnings to which he must exercise his seniority, the Company will so designate.
 - (ii) If as a consequence of the change he is employed as a Brakeman he works all vacancies as Conductor available to him consistent with seniority provisions.
 - (iii) 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 Sections (a), (b), (c), (d) and (e) of this Clause 13 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 Sections (a), (b), (c), (d) and (e) of this Clause. 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) An eligible Yard Foreman who is holding a regular position as such on the day immediately preceding the effective date of the change

and who thereafter, as a consequence of the change is required to work as Yard Helper, will continue to be paid at the rate of \$29.95 for each shift worked as Yard Helper up to a maximum of 5 shifts per week, provided he works all vacancies as Yard Foreman available to him consistent with seniority provisions.

- (i) The benefits provided under this Clause 13 shall continue for a period not exceeding 12 months following the effective date of the run-through operation.

14. Weekly Lay-Off Benefits and Severance Payments:

The benefits provided hereunder apply only in respect of eligible employees who are laid off from the work force as a consequence of the institution of the run-through operation between Toronto and Smiths Falls. The specific eligible employees concerned will be identified by negotiation between the parties on the basis of the determining factors set forth hereunder:

1. Lay-Off Benefits

An eligible employee who is regularly employed in road or yard service on the day immediately preceding the effective date of the change and who as a consequence of the change does not thereafter stand for work on his seniority territory will, provided he has three or more years of cumulative compensated service as of date of lay-off, be granted a weekly lay-off benefit, payable bi-weekly, for each complete week of seven calendar days laid off as follows:-

- (a) Employees with three but less than ten years of cumulative compensated service:

A lay-off benefit of \$30.00 per week or such lesser amount as when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under U.I.C. for such week will result in the employee receiving 80% of his basic weekly rate at time of lay-off.

Examples covering employees with dependents:

(i) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee receives from U.I.C.	53.00
Employee's outside earnings	Nil

Employee would be entitled to the \$30.00 as this, when added to the U.I.C. payment, does not exceed 80% of basic weekly rate.

(ii) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee receives from U.I.C.	53.00

Employee's outside earnings \$20.00; as this amount is less than the allowable earnings of \$27.00 under U.I.C. it is not a factor in computing the 80%. Employee would be entitled to the \$30.00 as this when added to the U.I.C. payment does not exceed 80% of basic weekly rate.

(iii) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62

Employee's outside earnings \$47.00; as this amount exceeds the allowable earnings under U.I.C. by \$20.00, employee would receive from U.I.C. 33.00

Employee's outside earnings over allowable U.I.C. earnings of \$27.00 20.00

Employee would be entitled to the \$30.00 as this when added to the U.I.C. payment and outside earnings does not exceed 80% of basic weekly rate

(iv) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee's outside earnings	80.00
Employee receives from U.I.C.	Nil
Amount required to equal 80%	24.62
Employee would receive	24.62

(b) Employees with ten or more years of cumulative compensated service:

A lay-off benefit of \$35.00 per week or such lesser amount as when added to unemployment insurance benefits and/or outside earnings in excess of those allowable under U.I.C. for such week will result in the employee receiving 80% of his basic weekly rate.

Examples covering employees with dependents:

(i) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee receives from U.I.C.	53.00
Employee's outside earnings	Nil

Employee would be entitled to the \$35.00 as this when added to the U.I.C. payment does not exceed 80% of basic weekly rate.

(ii) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee receives from U.I.C.	53.00

Employee's outside earnings \$20.00; as this amount is less than the allowable earnings of \$27.00 under U.I.C. it is not a factor in computing the 80%. Employee would be entitled to the \$35.00 as this when added to the U.I.C. payment does not exceed 80% of basic weekly rate.

(iii) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62

Employee's outside earnings \$47.00; as this amount exceeds the allowable earnings under U.I.C. by \$20.00, employee would receive from U.I.C. 33.00

Employee's outside earnings over allowable U.I.C. earnings of \$27.00 20.00

Employee would be entitled to the \$35.00 as this when added to the U.I.C. payment and outside earnings does not exceed 80% of basic weekly rate.

(iv) Employee's basic weekly rate	\$130.77
80% of \$130.77	104.62
Employee's outside earnings	80.00
Employee receives from U.I.C.	Nil
Amount required to equal 80%	24.62
Employee would receive	24.62

- (c) It shall be the responsibility of the employee to report for each week for which he is claiming a weekly lay-off benefit under this agreement any amounts received from the Unemployment Insurance Commission in respect of such week as well as any wages earned during such week while employed outside the Railway. In the event

an employee does not report all such outside earnings for any particular week this will be interpreted as notice from him that his outside earnings for such week are the same as those for the previous week.

- (d) For the purpose of determining the lay-off benefit payable under paragraphs (a) and (b), the following are established as basic weekly rates:

(1) Yardman	\$138.75
(2) Trainman (Psgr.)	\$138.60
(3) Trainman (Frt.)	\$130.77

2. The weekly lay-off benefit in respect of any eligible employee shall cease to apply at the expiration of the number of weeks following the date of lay-off as a consequence of this change which are specified in the table below:-

<u>Years of Cumulative Compensated Service</u>	<u>Maximum Period of Time During Which Lay-Off Benefit Entitlement Applies</u>
3 years but less than 5 years	13 weeks from date of initial lay-off
5 " " " " 7 "	26 " " " " " "
7 " " " " 9 "	39 " " " " " "
9 " " " " 11 "	52 " " " " " "
11 " " " " 13 "	65 " " " " " "
13 " " " " 15 "	78 " " " " " "
15 " " " " 17 "	91 " " " " " "
17 years and over	104 " " " " " "

3. If during the maximum period of time during which lay-off benefit entitlement applies an employee in receipt of lay-off benefits returns to work for a period of time and is subsequently laid off, he shall again be considered eligible for a lay-off benefit but, in any event, such benefit shall cease when the number of weeks following date of initial lay-off as specified in Clause 2 above have expired.
4. To be eligible for lay-off benefits as provided above, an employee must be on laid-off status as a consequence of this change. Notwithstanding

anything to the contrary, an employee shall not be regarded as laid off:

- (a) during any period the employee stands for work on his seniority territory;
- (b) following retirement;
- (c) during any period when a reduction or cessation of work occurs due to strikes by employees of the Company;
- (d) in respect of any period in which he is receiving other payment of any kind or nature directly from the Company, nor shall lay-off benefits be payable in respect of part weeks of lay-off.

5. An eligible employee who has qualified for weekly lay-off benefits as above for a period of five consecutive weeks or more from date of lay-off as a consequence of this change may elect to resign and claim a net severance allowance as follows, provided that he has not been eligible for work or has not been recalled to service prior to the time such claim is made:

<u>Cumulative Compensated Service</u>		<u>Gross Severance Allowance</u>
3 years but less than	4 years	\$ 900
4 " " " "	5 "	1,050
5 " " " "	6 "	1,200
6 " " " "	7 "	1,350
7 " " " "	8 "	1,500
8 " " " "	9 "	1,650
9 " " " "	10 "	1,800
10 " " " "	11 "	2,000
11 " " " "	12 "	2,200
12 " " " "	13 "	2,400
13 " " " "	14 "	2,600
14 " " " "	15 "	2,800
15 " " " "	16 "	3,000
16 " " " "	17 "	3,250
17 " " " "	18 "	3,500
18 " " " "	19 "	3,750
19 " " " "	20 "	4,000
20 " " " "	21 "	4,250
21 " " " "	22 "	4,500
22 " " " "	23 "	4,750
23 " " " "	24 "	5,000
24 " " " "	25 "	5,250
25 " " " "	26 "	5,500
26 " " " "	27 "	5,750
27 " " " "	28 "	6,000
28 " " " "	29 "	6,250
29 years and over		6,500

From the Gross Severance Allowances indicated above shall be deducted the sum of all weekly lay-off benefit payments which have been made. The difference shall represent the Net Severance Allowance. The foregoing monetary benefits shall be reduced in whole or in part in each case by any amount to which an employee is entitled from any other assistance program established for similar purposes.

SIGNED AT TORONTO, ONTARIO _____ JULY 21 _____ 1970.

FOR THE COMPANY:

FOR THE EMPLOYEES:

LR Smith

for

Regional Manager,
Operation and Maintenance.

Leo H. Breen

General Chairman,
United Transportation Union (T).

Section

1. Two pool boards will be maintained at each home terminal, one for the home terminal pool Trainmen and one for the "away-from-home" pool Trainmen.
2. Away-from-home pool Trainmen will stand out ahead of "home terminal Trainmen" at the away-from-home terminal after eight hours (including calling time) from the time released on arrival except that home terminal Trainmen 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 Trainmen are available to man the above trains, away-from-home Trainmen may be called.

3. If a Trainman 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 Trainman 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 Trainmen. 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 U.T.U.(T) not later than the fifth day of the following month.

The following Road Switcher assignments are those to which Maintenance of Basic Rate Benefits apply in the amount of \$778.96 for Conductors and \$689.64 for Brakemen as referred to in Section 13(c)(ii) and (iv):-

1st Emery
2nd Emery
3rd Emery
Peterboro-Lindsay
Havelock-Blue Mountain
Toronto-Oshawa