

THIS AGREEMENT, made this 29th day of  
O c t o b e r, A. D. 1935, by and between THE NEW YORK CENTRAL  
RAILROAD COMPANY, Lessee of the MICHIGAN CENTRAL RAILROAD, herein-  
after called the MICHIGAN COMPANY, party of the first part, and  
the TORONTO, HAMILTON & BUFFALO RAILWAY COMPANY, hereinafter called  
the HAMILTON COMPANY, party of the second part, WITNESSETH THAT:

WHEREAS, the parties hereto, in conjunction  
with the Canadian Pacific Railway Company, operate through passen-  
ger train service between the Cities of Toronto, Hamilton and Wel-  
land, Ontario, and Buffalo, New York, so as to afford transporta-  
tion without change of cars or unreasonable delay, and

WHEREAS, the parties hereto have each provided  
locomotive and train crews, which have operated said passenger  
trains over the lines of both of the parties hereto between the  
Cities of Hamilton and Buffalo, (the said Canadian Pacific Railway  
Company having provided the crews for its portion of the through  
line between the Cities of Toronto and Hamilton), pursuant to sun-  
dry understandings and agreements in the premises, and they now de-  
sire to set forth in this writing all of their understandings and  
agreements for the providing of said locomotive and train crews for  
the continued operation of said passenger trains between the Cities  
of Hamilton and Buffalo on and after January 1, 1935, and the con-  
tributions to be made by each of the parties hereto to the wages  
paid to said crews;

NOW, THEREFORE, it is mutually covenanted and  
agreed:

FIRST: Each party hereto shall furnish such number of  
locomotive crews and such number of train crews for said service  
as may be from time to time agreed upon. It is the intention of  
this paragraph that, over a period of a calendar year, insofar as  
it may be practicable, the HAMILTON COMPANY shall furnish sixty

per cent (60%) and the MICHIGAN COMPANY shall furnish forty per cent (40%) of the total number of locomotive and train crews, respectively, which may be required to operate the scheduled trains and the extra sections of the scheduled trains for which the parties may arrange; said percentages representing the approximate relative proportions of the mileage operated by said crews on the respective lines of the parties hereto to the combined mileage operated on the lines of both parties hereto.

In the case of special or excursion trains, each party hereto shall furnish locomotive and train crews for those trains which originate upon its own line, but, in so doing, shall, insofar as may be possible, select employees who are qualified to run upon the line between Buffalo and Hamilton.

When pilot service is required, the party over whose line a pilot is necessary shall furnish said pilot at the joint expense of the parties hereto.

SECOND: The wages of said crews shall be prorated between, and borne by, the parties hereto in the same relative proportions as the mileage operated by said crews upon the respective lines of the parties hereto shall bear to the combined mileage operated by said crews upon the lines of both parties hereto. It is expressly understood and agreed that, in the instance of crews which operate between the Cities of Buffalo and Hamilton, the mileages operated over the lines of the parties hereto and the proportions of the wages to be borne by the parties hereto shall be taken to be as follows:

The HAMILTON COMPANY	37.57	miles or	59.82%
The MICHIGAN COMPANY	<u>25.23</u>	miles or	<u>40.18%</u>
Total	62.80	miles or	100%

In determining the mileage operated by said

erows upon the respective lines of the parties hereto between points other than those above mentioned, the so-called time table mileages of the parties hereto shall be used.

It is further understood and agreed that, where pilot service is required upon the line of either of the parties hereto upon a train which shall operate upon the lines of both of the parties, hereto, the wages of the pilot shall be prorated between, and borne by, the parties hereto in the same relative proportions as the wages of the locomotive crew of said train is prorated between, and borne by, the parties hereto, as aforesaid.

Provided, however, that when said crews are detained upon either party's line by reason of derailments, washouts, or other accident or casualty, or obstructions requiring the detouring of trains, the additional wages paid to said crews on account of said detention shall be deducted from the joint account and charged to and borne solely by the party upon whose line the detention occurred.

THIRD: Each party hereto shall prepare, and render against the other, promptly after the close of each month, a bill for its account against the other party hereto under the foregoing provisions of this agreement, and each party hereto agrees to pay the bills so rendered against it within sixty (60) days from the date of rendition.

FOURTH: In west bound movement, said crews shall be taken to be the employees of the MICHIGAN COMPANY until the trains of which they have charge or custody shall have arrived, and made the so-called station stop, at the Welland passenger station, whereupon they shall be taken to be the employees of the HAMILTON COMPANY. In east bound movement, said crews shall be taken to be

the employees of the HAMILTON COMPANY until the trains of which they have charge or custody shall have arrived, and made the so-called station stop, at said Welland passenger station, whereupon they shall be taken to be the employees of the MICHIGAN COMPANY, PROVIDED, HOWEVER, that such crews, while engaged in attending or handling passengers, baggage or mail destined to or from Welland, while said trains are making the station stop thereat, shall, with respect to said services, be taken to be the employees of the parties hereto whose business such passengers, baggage or mail may be, as set forth in Subdivision (a) of Section IV of that certain agreement between The Michigan Central Railroad Company and the HAMILTON COMPANY dated July 1, 1922, providing for the use of the Welland terminal facilities of the MICHIGAN COMPANY by the HAMILTON COMPANY.

As between the parties hereto, each party shall bear all liability, if any, for injury to or death of its employees as hereinbefore defined, and all liability, if any, for loss of or damage to property and injury to or death of person caused by the acts or omissions of its said employees, and shall indemnify and save harmless the other party hereto from all claims, demands, suits, judgments, costs and expenses in connection therewith, including payments or compensation under any present or future "Compensation for Injuries Act", "Workmen's Compensation Act" or "Employers' Liability Act", so-called, Provincial or Dominion, State or Federal.

FIFTH: This agreement shall cancel and supersede as of the 1st day of January, 1935, all prior understandings and agreements between the parties hereto in the premises, and shall remain in force for a period of one (1) year from said date, and thereafter for successive periods of one year each, unless or un-





NO. 58

Dated 29th October, 1935.

Between

THE NEW YORK CENTRAL RAILROAD  
COMPANY, Lessee of the  
MICHIGAN CENTRAL RAILROAD

and

THE TORONTO, HAMILTON AND  
BUFFALO RAILWAY COMPANY

Agreement as to  
Locomotive and Train Crews,  
Hamilton-Buffalo Service.