

that it was impossible to adjust the dispute of the western lines without at the same time inquiring into conditions with relation to the eastern lines, and the chairman so reported to the Minister. Mr. Fullerton thereupon withdrew from the Board, and G. F. Galt, of Winnipeg, was appointed by the Minister of Labor, without a recommendation under sections 48 (2) and 8 (2) of the Act. J. Somerville was appointed on the recommendation of the employes, and the chairman, P. A. MacDonald, was appointed by the Minister, in the absence of a joint recommendation from the other members of the Board. The enquiry was resumed on June 3, and continued until July 8, the Board proceeding to Moose Jaw, Sask., on June 22, to take evidence there, and returning and resuming sessions at Winnipeg on July 2.

The Department received from the applicants, on June 8, a request that the original application might be amended by including within the scope of the Board's investigation the western carmen, and this request being supported by the usual statutory declaration, was duly complied with.

The investigation was by much the longest and most exhaustive held under the Industrial Disputes Investigation Act, the Board hearing evidence freely on the various points brought before it, several of which were of a technical or complicated nature. The decision of the Board that the eastern lines came within the scope of the investigation made the number of those directly or indirectly concerned in the dispute much larger than the original estimate, the increased number being placed at about 8,000. Several officials of the labor organizations concerned were present throughout the proceedings, as also were some leading officials of the C.P.R. western lines.

MAJORITY REPORT OF THE BOARD.

On July 16 P. A. MacDonald, chairman, and G. F. Galt, a majority of the Board, made the following report:

The dispute in question arose from the action of the C.P.R. Co. notifying its employes in the mechanical department on the Western Division of its road, of the termination of certain agreements, which were then in force, and which fully embraced the relations between the company and these particular employes. In substitution therefor, the company presented a set of rules for the government of its employes in the several trades.

The differences between the agreements in force and the rules proposed are as follows: Rule as to the definition of the machinists and boilermakers. Rule as to the method of dealing with grievances. Rule as to the proportion of apprentices to journeymen in each trade. Rule as to the method to be employed for reducing time in shops, where a reduction in the amount of work to be done necessitates either the cutting down of the staff, or the shortening of the hours of labor. Rule as to the make-up of the crews required in cases of wrecks. Rule as to the hours of labor in roundhouses. Rule regarding the duties of helpers to machinists.

Taking the questions in the above order, the Board finds: That the definition of the machinists' trade should be altered by eliminating the clause: "Drill presses, where a boring or facing tool is required, shall be operated on such work by machinists or apprentices."

2. For the old definition of a boilermaker, the company submit the following: First-class boilermakers to do testing, laying-out, fitting-up, and patching. Second-class boilermakers to do riveting, caulking, stay-bolting and tender work. Tubers, front end and back end. Netting and ashpan men. On this question the Board finds in favor of the company. The result of this finding being to add a class, no. 2, to this trade, it becomes

necessary to fix a rate therefor, and the Board accordingly fixes such rate at 40 cents an hour.

On the question of the disposition of grievances, the company at first claimed that no committees should be recognized, but during the progress of the proceedings submitted that they would be satisfied to allow a clause similar to the provision in the agreement between the engineers and the company. The Board finds that the men have abundantly proved that they are entitled to committee representation, and recommends the adoption of the following clause as effective, fair and just:

"Employes having grievances, either specific or of a general nature, may present the case to his proper officer. If investigation is desired, the aggrieved party, or another employe representing him, may, during work hours, arrange with the foreman for same. Investigation to be held within 48 hours after such application, and in case a satisfactory adjustment cannot be made, the case may be referred to the next higher officer of the Department until the Manager is approached. If, after investigation, the employe is found blameless, he will be paid for all time lost."

In all the trades the proportion of apprentices to journeymen has been fixed at one to five, and one for the shop. The evidence adduced before us shows that in all trades, excepting that of the machinists, there is no injustice being worked on either side, because the number of applicants for positions does not exceed the ratio provided. In the case of the machinists, the evidence is that a large number of applicants are prevented from learning this trade by reason of the limitation contained in this rule. Evidence was given to show that the work in the shops would not permit of a larger number of apprentices obtaining a proper knowledge of this trade. But this Board is of the opinion that the proportion might be enlarged and made one to four, and one for the shop, without injuring the education of such apprentices, and that the necessity for skilled labor, and the desirability of retaining and developing the boys of the country, rather than importing foreign mechanics, are features which compel attention and justify the Board in favoring this increase.

The rule regarding the reduction of expenses, at present in force, provides for a reduction in time of the whole staff, all the men being satisfied to accept a proportionate reduction in their earnings rather than that any should be discharged. The company wish to abolish this provision entirely, in order to permit of a reduction of the staff, but retaining the full day's work for those remaining in the employment. This Board recommends that no charge be made in this rule.

By rule in the machinists' schedule, it is provided that in case of wrecks, where it is necessary to disconnect or replace engines on track, two machinists shall accompany the wrecking crew. The company claim that this clause should be taken out, and on this point the Board find in favor of the company.

The company asked to have changed the rule with regard to the working hours as applied to roundhouses. At present work begins at 7 a.m. and ends at 17 o'clock. It is proposed that the men shall work in shifts, some beginning at 7 a.m., as at present, and ending at 17 o'clock, and others commencing at 8 a.m. and ending at 18 o'clock. The object of this change is to secure continued work in the roundhouses, with a diminution in overtime, a similar arrangement to apply to the night men. No good reason being advanced against this proposal, the Board recommends that this change be made.

The company ask that helpers to machinists should be allowed to use tools, under

the direction of the machinists. The Board is not able to recommend this change.

It is the understanding of the Board that, except in so far as the present schedules are altered by the rulings as above, they shall continue in force.

At the time when this Board was constituted, the differences between the company and the employes on the Eastern Division of the road as to the details of their schedules had not been presented for consideration. Subsequently, the differences having reached a stage where the provisions of the Act could be invoked, application was made to the Department to have the Board deal therewith, the Minister of Labor, by letter, referring the matter to the Board, if, in its discretion, the questions could properly be decided at the same time with those already under consideration. The questions above reported upon are questions which are in dispute between the company and the men in the East equally with those on the Western Division, and this Board recommends that its findings should apply to the persons interested in the dispute in the East.

One other question remains for disposition, affecting only the employes on the Eastern Division, that is, the question of the right to a nine-hour, instead of a 10-hour day, with the rate of pay increased to make the earning capacity of the men under the nine-hour day equivalent to that under the 10-hour day provision. The position of the company as presented to us on this question is, that if the companies who are their competitors in business grant the nine-hour day in the East, that they will raise no objection to granting this application of their men. This statement of the Company, coupled with the knowledge of the Board, that the present conditions of business in this country are not such as to justify employers in increasing wages, enables this Board to dispose of that question by refusing to recommend that the change asked for be allowed. But this Board desires to express its confidence that the company will, as soon as they may, without injustice to themselves, change the working hours of their men from 10 to nine hours a day, with a corresponding increase in pay, along the Eastern Division of its road.

The question of the method to be adopted in the framing of agreements between the company and the men, whether the Eastern Division and the Western Division should be treated with at the same time, is one presented to the Board for consideration. After thorough discussion, it appeared that the wishes of the men were to deal by single committee with all trades at the same time and place. The company have explained that they have no objection to dealing with the men through one committee, but that on their part it will be necessary that this committee should meet with the officials of the company having to do with Western interests at Winnipeg, and with the officials of the company having jurisdiction over its Eastern matters at Montreal. The differences between the two parties to this reference, as above set forth, is so slight that the Board feels justified in holding that the schedules should be arranged by negotiations at Winnipeg and Montreal, to be consummated at a time agreed upon.

During the progress of the reference, a further application was received from the carmen, employes of the company, to be included amongst the employes interested in these proceedings. The question was referred by the Minister of Labor to the Board for their consideration, and the company agreeing thereto, it is considered that the carmen are entitled to the benefit of the findings of the Board as above.

The company, in the event of their position with regard to the abolition of the flat rate not being upheld, claim a decision