

The Toronto Railway Employees' Strike.

Following a demand served on the company for an increase of 10c an hour in wages, and some changes in general working conditions, the Toronto Ry. employees struck work at midnight, July 10, certain night cars completing their schedules and returning to the barns at 5.30 a.m., July 11.

The agreement under which the men had been working, was entered into July 12, 1915, and was for 2 years from June 16, 1915. The rates of pay per hour being as follows:

Motormen and conductors—1st year, 23½c; 2nd year, 25½c; 3rd year and after, 27½c; Sunday work 4c an hour in excess of week day rate.

Shed men, foremen, 27½c; assistants, 24½c; car washers, 23½c; motor and truck repair men, 1st year, 23½c; 2nd year, 25½c; 3rd year and after, 27½c. On Nov. 1, 1916, although the agreement had 7½ months to run, the company, on account of cost of living, etc., voluntarily increased the wages 2½c an hour, except to car washers, who were advanced 1½c.

Some weeks prior to the expiry of the two years agreement negotiations took place as to a new agreement, but owing to the absence of officials, etc., the matter was somewhat delayed. At a mass meeting of employees, July 8, it was resolved that a demand be made for an all round increase of 10c an hour, with time and a half for work on holidays, and this was sent, and 48 hours given for consideration. The company's management after considering the demand, replied that it could not accede to it, but offered an increase of 2c an hour as a war bonus, which with the voluntary increase of 2½c an hour, and 1½c an hour to car washers would make increases of 4½c and 3½c respectively over the rates provided in the expiring agreement. In the event of this offer not being accepted, the company offered to arbitrate the matter, either under the Industrial Disputes Investigation Act, or before an independent board, and to abide by the decision.

A final meeting of employees took place at midnight, July 10, when after several futile efforts had been made to bring the parties together, the men decided to reject the company's offer, and also declined to arbitrate, the vote for a strike being almost unanimous. An international union official who was present announced that the union's constitution provided for arbitration, but that the matter rested with the men themselves. If, however, they declined arbitration, the international union could not, in the face of the provisions of the constitution, countenance the strike.

On the application of the Mayor of Toronto, the Ontario Railway and Municipal Board intervened, on July 11, and A. B. Ingram, Deputy Chairman of the Board endeavored to bring the parties together, suggesting to the company that it pay, and to the men that they accept, an increase of 5c an hour, pending investigation. This attempt at settlement failed, and it was later announced that the board intended giving the company notice that unless the service was restored within a certain time, it would take hold of the system and operate it pending settlement. It was also stated that a "street railway expert" had been engaged to manage the system, and that he was in Toronto ready to take hold. The question as to whether the Ontario Railway and Municipal Board has the necessary power to operate the

system under the conditions which existed, is an interesting one. A careful reading of the Ontario Railway and Municipal Board Act does not show that the board has such power, except possibly by inference, but it is almost impossible to see that any such inference can be drawn correctly from any of the clauses in the act covering the board's jurisdiction or powers to enforce its orders.

On July 12 some members of the Ontario Government met the company's General Manager, and after considerable negotiating, the company announced its willingness to pay an increase of 6c an hour until the differences were settled by an arbitration board. This was submitted to a meeting of the men at midnight, July 12, and was accepted, the men agreeing to arbitration under the Industrial Disputes Investigation Act. It was also agreed that car service was to be resumed as soon as possible, and this was done on July 13, at noon. Subsequently the men appointed D. A. Carey, of the Toronto Telegram, as their representative on the board, and the company appointed Duncan McDonald, formerly General Manager, Montreal Tramways Co., as its representative. These two representatives failed to agree on a third party to act as chairman, so the Minister of Labor appointed Judge Snider, of Hamilton, Ont., July 26.

The dislocation of business, caused by the interruption of the service, was considerable, vehicles of all kinds being requisitioned for the carrying of passengers from outlying points. Jitneys naturally reaped a harvest, as all regulations respecting their operation were temporarily suspended.

It was announced, July 12, that the Mayor of Toronto had communicated with the company, advising that he intended taking action against it for the loss of revenue, being percentage of receipts of the railway, owing to its non-operation, and that the claim would be based on an average of \$20,000 a day. It is not known if this is intended seriously or not. He showed his hostility to the company in various other ways and undoubtedly seriously complicated the whole situation.

The position adopted by the employees apparently brings them under the operation of the Industrial Disputes Investigation Act, chap. 20 of 1907, clauses 56 and 59, where it is provided that it shall be unlawful for any employer to declare or cause a lockout, or for any employee to go on strike, on account of any dispute, prior to or during a reference to a board of conciliation and investigation under the provisions of the act, provided that nothing in the act shall prohibit the suspension or discontinuance of any industry or of the working of any persons therein for any cause not constituting a lockout or strike, and provided also that nothing in the act shall be held to restrain any employer from declaring a lockout, or any employee from going on strike in respect of any dispute which has been the subject of reference under the provisions concerning railway disputes in the Conciliation and Labor Act. It is also provided that any employee who goes on strike, contrary to the provisions of the act, shall be liable to a fine of not less than \$10, nor more than \$50, for each day or part of a day that he is on strike, and any person who incites or encourages or aids in any manner, any employee to go or continue on strike, contrary to the pro-

visions of the act, shall be liable to a fine of not less than \$50, nor more than \$1,000.

Transportation of Postmen at Reduced Rates Prohibited in Nova Scotia.

The Nova Scotia Board of Public Utilities gave the following decision on June 14 in re Cape Breton Electric Co., Ltd., re transportation of postmen at reduced fares:

"This matter is brought to the attention of the board by a letter from the company, requesting the opinion of the board as to the legality of a practice, for some time prevailing, by which special priced tickets for car fares on the company's tramway are issued to mail carriers. The tickets are issued in books containing 100, the price per book being \$3, and each ticket entitling a mail carrier in uniform to one ride. The lowest rate charged to all other customers is 5c a trip.

"This company was incorporated by chap. 130 of the acts of 1900. By rule 8 of schedule A to that chapter, which is incorporated with the act and is to have the force of law, the minimum rate of a single fare is to be 5c. The Public Utility Act prohibits any discrimination in rates and no authority or legal sanction for the rate under consideration has been suggested. Such being the case the board is of the opinion that the special rate is contrary to both the company's act of incorporation and the provisions of the Public Utilities Act. The practice referred to must be discontinued."

For several years the Cape Breton Electric Co. sold tickets for postmen, at the special price of \$3 per 100, but some months ago notified the Post Office Department that it would discontinue to do so. However, the local postmaster had a considerable stock of the reduced rate tickets on hand and the postmen have been continuing to use them. In view of the decision above quoted it is a question whether their use should not be immediately discontinued.

Regulation of Electric Railway Service in Glace Bay, N.S.

The Glace Bay Town Council has passed an ordinance, providing that no tram passenger car, while operating within the town limits, shall carry more passengers than there is seating accommodation for, and in no event more than 50 passengers. It also provides that the Cape Breton Electric Co. shall, when traffic requires it, place in service a sufficient number of extra cars, following the regular car, to provide comfortable accommodation for all persons desiring to travel on the company's lines, through, from, or to, the town.

The ordinance was passed under the Cape Breton Electric Tramway & Power Co.'s Act of Incorporation, Nova Scotia Statutes, 1900, chap. 130, schedule A, rule 13, which provides as follows: "The municipal council of the County of Cape Breton, and the councils of the incorporated towns and the towns to become hereafter incorporated, shall have power to make such other rules and regulations as may in their judgment be necessary for the safety and comfort of their citizens, and to impose such penalty for the breach thereof as they may deem proper."