

organizations represented were called in, and with their assistance negotiations were continued, resulting favorably to the conductor.

The question of the validity of schedule agreements was appealed to the President, Sir Thomas Shaughnessy, and a declaration was received from him to the effect, that schedules or agreements between the Company and the employees must be observed by both parties, and that any attempt on the part of an officer to evade or misinterpret any clause of the schedule or agreement would not be tolerated. Sir Thomas further stated that when an emergency, such as a wreck or other catastrophe, arises, it is necessary that every technical consideration be put aside.

We believe this to be absolutely essential to the best interests of the Company and the employees, and is concurred in by this Committee. For example: A wreck occurs and only one crew is available to run a relief train, and that crew has booked rest. It is not intended that under such circumstances the schedule agreement would protest or justify men in refusing duty. Under such circumstances the President rules that an employee declining to obey instructions, even though in violation of agreement, and assume a defiant attitude, would be insubordinate and subject to discipline.

In connection with the second matter: It was asked: "Employees represented by these organizations be not asked, nor required to participate in efficiency tests on fellow-employees."

During the conferences with the Western Lines management on this question, a letter was received containing their decision, which reads as follows:

It is not the intention that any tests shall be made which involve violations of the rules; it is not proposed to make any which in the remotest degree involves danger to the employee; it is not our wish to invite the men to assist in the testing where it can be done without that; but I am so thoroughly convinced of the value of these tests that I could not consider any proposal to discontinue them, or to so hedge them about with restrictions that they would be useless."

This decision, being acceptable only in part, was also referred to the Grand Lodge Officers, and after further negotiations with their assistance, it was agreed with the management, at the request of the management, that a few months' time be given them to demonstrate their ability to meet our views, and if it was found that objectionable practices were still being indulged in, the matter might be reopened by the Committee for further adjustment.

After considerable discussion of this same question with the management for Eastern Lines, the Joint Committee of Grand Lodge Officers and General Chairmen advised the officers of the Company that the matter would also be left in abeyance for a time on Eastern Lines, and if complaints continued to come from the men the question would be reopened.

Concerning the third question, the Committee asked that:

"Conductors will not be required to take train orders over the telephone except in cases of injury to persons on or by their trains, and in case of wrecks, washouts, or snow blockades on the sub-division over which the train requiring the orders is being moved."

This matter was satisfactorily disposed of on Western Lines, the request of the Committee being granted. On Eastern Lines it was the subject of considerable discussion, it being shown that conductors had in some cases been required to take orders by telephone apparently in order to evade paying an operator. It was agreed that this would be discontinued, and when orders were required and an operator available, whether on duty or not, he would be called and orders transmitted as by rules, and that operators would be maintained at ballast