agreement but benefits and conditions have been in force for some time, and are well known. Collective agreements are elaborate and fairly complex contracts that, in most cases, are built up over a period of many years and which are normally modified or altered only very gradually through careful negotiation and collective bargaining procedures. Under existing federal law, or Bill S-3 in its present form, the Ottawa Terminal Railway Company will not only not be bound by any of these collective agreements, but its employees will have no recognized bargaining agents to negotiate for them, because in this area federal law is silent about the responsibilities of successor employers. This may seem strange, particularly in such a case as this, where the successor company will in reality be only a paper company and the employees only nominally not be continuing as employees of Canadian National or Canadian Pacific, but it is nevertheless the case. Certain sections of the Industrial Relations & Disputes Investigation Act provide for an orderly succession of union to union under a continuing company but not from one company to another, while Section 17 of the Canadian National-Canadian Pacific Act provides in cases of joint operation or the creation of a jointly owned company "for a fair and reasonable apportionment as between the employees of National Railway and Pacific Railways, respectively, of such employment as may be incident to the operation of such measure, plan or arrangement" and "preference for work to employees in any services or on any works taken over by such new Company", but that is all.

Thus, unless Bill S-3 is amended, creation of the Ottawa Terminal Railway Company will suddenly deprive many longterm employees of all of the rights, privileges and responsibilities that they have obtained through years of collective bargaining, and at the same time it will deprive them of their bargaining medium—their union. As employees of the Ottawa Terminal Railway Company, their present wages and working conditions might be continued, and they might not lose their pension rights, and they might not lose their health and welfare benefits, and they might be granted an equivalent job security plan, but they would have no way of knowing or ensuring this. As a practical likelihood, perhaps we will be permitted a degree of scepticism, on grounds that the past always speaks to the future. Equivalent jobs do not always mean equivalent pay on the two railways and when the Toronto Terminals Railway Company was formed in the early part of this century, wages were subsequently set at the lower of the two rates. Other things being equal, is it unreasonable to expect the same policy to be followed by the Ottawa Terminal Railway Company? Toronto Terminals Railway employees were also deprived of their right to replace junior men elsewhere on the system. Were the same practice to be followed by the Ottawa Terminal Railway Company, senior men would thereby lose the opportunities for advancement and the considerable protection against unemployment that they now enjoy by virtue of their seniority agreements. This would be a particularly galling development in the face of management's repeated admonitions about the evils of so-called "point seniority."

Perhaps we have said enough to explain our interest in Bill S-3; we hope that it is also sufficient to justify a protective amendment being placed in the bill. If so, then while it would probably be presumptuous for us to propose appropriate legal terminology, we would respectfully submit that the essence of the amendment should be to bind the Ottawa Terminal Railway Company to each and every applicable collective agreement or otherwise established benefit and practice now in effect on the Canadian National or Canadian Pacific Railways, until normal termination or until replaced through collective bargaining procedures under the Industrial Relations & Disputes Investigation Act. A relatively simple clause of this sort would guarantee orderly con-