ISSN 0542—5492

First Session — Thirty-Second Legislature

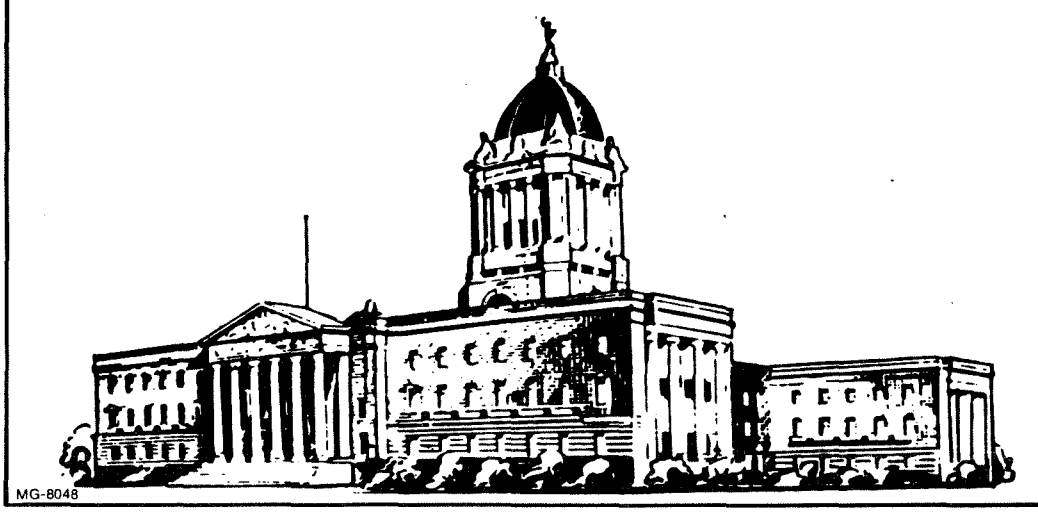
of the

Legislative Assembly of Manitoba

STANDING COMMITTEE
on
INDUSTRIAL
RELATIONS

31 Elizabeth II

Chairman
Mr. J. Storie
Constituency of Flin Flon



MG-8048

VOL. XXX No. 2 - 8:00 p.m., TUESDAY, 15 JUNE, 1982.

Printed by the Office of the Queens Printer, Province of Manitoba

LEGISLATIVE ASSEMBLY OF MANITOBA
THE STANDING COMMITTEE ON INDUSTRIAL RELATIONS
Tuesday, 15 June, 1982

Time — 8:00 p.m.

CHAIRMAN — Mr. Jerry Storie

BILL NO. 40 - AN ACT TO AMEND THE LABOUR RELATIONS ACT (Cont'd)

MR. CHAIRMAN, J. Storie: The Committee will come to order. When the Committee left off last, we were considering Bill No. 40. We were going through page-by-page. I understand there are a couple of delegations who'd like to make presentations to the Committee and if they're prepared to do so at this time, I'd call on June James to make a presentation.

MS J. JAMES: Mr. Chairperson, Ministers, other members, I'd like to thank you for allowing me to speak to the Committee. I represent the Congress of Black Women of Canada, Manitoba Chapter. The Congress of Black Women of Canada, Manitoba Chapter is a nonprofit organization whose major aims are to foster a climate in which it is acceptable for black women to openly examine the issues which affect them and to plan and implement a program of services geared to the needs of black women and their families. Our organization has been particularly concerned about the exploitative working conditions of domestics in unemployment authorizations.

We have reviewed the proposed amendments to Bill 41 and Bill 38 and offer the following comments and suggestions. In 1980, 11,555 employment authorizations were issued for domestic work. Twenty percent of these domestics came from the Carribean Basin. In fact, Jamaica was a second top contributor to the maid domestic category. For the past two decades, domestic workers have mainly been "foreign" because the existing working milieu, low wages and unsatisfactory working conditions is unattractive to Canadians, who consistently reject employment in this area. On the other hand, the attitude of the foreign domestic worker is that employment as a home worker was better than no employment at all.

On entry to Canada, domestic workers are documented on a form, EMP 2131, Confirmation of Offer of Employment, which is signed by the employer and a Canadian Employment and Immigration Commission official, and which include the provisions for job description, wages and working conditions. Although the domestic worker's signature is not on the form, it is a contract but one with no legal clout. Employer abuses are possible because domestics in Manitoba were not included even under the minimum pay legislation.

Furthermore, the domestics are very afraid too and found it difficult to complain to authorities about abuses in their working conditions or pay since employers threatened them with deportation.

In addition, few domestics have the skills to articulate their grievances to the Immigration Officer and would conclude that the Officer would likely side with the employer's version of the situation. Congress members have been aware of ongoing examples of these abuses in their meetings with domestic workers.

The Congress of Black Women, Manitoba Chapter, strongly supports the government's proposed legislation to include domestics who are employed for more than 24 hours per week by one employer, under The Employment Standards Act, Bill 41, and a Vacation with Pay Benefits, Bill 58. The organization anticipates that the government will enforce the new legislation.

"Contrast" newspaper, June 11, 1982, cites the case of a domestic worker who refused to work for employer after seven months employment because the employer did not pay the minimum wage estimated at $82 per week. The domestic from Antigua was paid $50 per week. She informed the immigration authorities about the matter; they agreed that she could get another job, that is merely changing employers. As well, despite a new federal edict in November of 1981, which states that a Canadian Immigration and Employment Commission should assist her in job hunting; Commission officials refused to help. Although this case occurred in Ontario it can happen here in Manitoba. The government should be prepared to monitor the employers to ensure the domestics get their benefits and due remuneration. Employers who violate the new Employment Standards Act should automatically be challenged. The responsibility for enforcement should not be with the domestics.

The Congress recognizes that this is a first step towards a desirable goal which will prompt Canadians to consider this job as a realistic work option, exemplifying the adage that there is dignity in all work.

We further recommend that once the bills have been legislated that, in conjunction with the Federal Government, appropriate steps be taken to ensure that all domestics in the province are aware of their rights and guarantees under the new bills.

MR. CHAIRMAN: Are there any questions for Ms James? The Honourable Minister.

HON. V. SCHROEDER: Thank you very much for your presentation. I note that your group is indicating that you would like the government to monitor the matter of minimum wages and I suppose the other minimum payment terms that we are now legislating. I should say that, just off hand, it would seem somewhat difficult to do so. In general, the system is geared toward individuals attending at the Department of Labour and indicating that there is a problem. Of course, in the past household workers were not entitled to do so because they weren't covered by the Act at all, so even though there was that contract they had nothing to rely on and we had no right to intervene and after this Act is passed, we will have the right to intervene. However, I don't very easily see how we could go beyond what we are doing in other instances with other workers in the province and if you have something to add in that area, I'd be pleased to hear from you in terms of how that could be done.

MS J. JAMES: I know it's going to be a very difficult situation but perhaps it's a matter of not infringing on

anybody else's rights and I guess the rights of the employer. I don't know whether there could be some system set up - we know which homes have domestics and that just a spot check be done from time to time to ensure that the legislation is being carried out as states on the paper.

MR. CHAIRMAN: If there are no further comments or questions, I'd like to thank you on behalf . . . Mr. Mercier.

MR. G. MERCIER: I'm just interested in the statistics that you cite. In 1980 there were 11,555 employment authorizations issued for domestic work. Have those sorts of numbers continued for some years?

MR. CHAIRMAN: Ms James.

MS J. JAMES: Yes, the numbers in 1980 were quite high, but between '74 and '80, there was a large influx of domestics. The numbers gradually increased into 1980 and there has been a dropoff since then.

MR. G. MERCIER: The people who receive these authorizations for domestic work, obviously don't stay in that line of work then, for very long, do they?

MS J. JAMES: Well, the 11,000 authorizations refer to people who come in areas of work which they classify as domestic help. Some of these people could be governesses, baby-sitters, child attendants, so those are the total numbers.

In terms of people working as home workers, many of them have to go back after they've been here for a certain period of time. With the new legislation that was proposed last November, if they have the skills and the ability they can apply, if the Federal Government feels it's fit for them, to get a landed status and get maybe into another phase work, of upgrading themselves within the role of being a domestic.

Those figures are for the overall authorizations for work which is considered domestic; that is, work within the home.

MR. G. MERCIER: How long do you estimate they continue in that line of work?

MS J. JAMES: Well, speaking from personal experience, some people stay for four to five years. Many of them come in and will be a live-in domestic, and after that time some of them may volunteer to still be home workers, and going to the homes, and some of them have been able to get some basic health aid work and are working with some of the large medical firms in terms of doing homemaker services in that line.

MR. G. MERCIER: I realize there have to be and should be some minimum standards and I'm not opposed to the legislation that's here. Do you have any concerns that these standards will reduce the opportunities for employment authorizations?

MS J. JAMES: What do you mean?

MR. G. MERCIER: Will they reduce the opportunity for people to come to Canada to get a start in this particular area and move onto other kinds of work.

MS J. JAMES: I doubt it. In the Caribbean, there's a large backlog of people that are trying to get into Canada and many people who have applied have Grade XII, pre-university standings and feel that they don't mind sacrificing two or three years of their lives as a homemaker in an attempt to get in and further themselves in a country that offers promise.

MR. G. MERCIER: Thank you very much.

MR. CHAIRMAN: If there are no further questions, on behalf of the Committee I'd like to thank you for taking the time to present this brief to us. Thank you very much.

I call on Mr. Sutton of the Canadian Manufacturers Association.

MR. D. SUTTON: Mr. Minister, on behalf of the Canadian Manufacturers Association, I'd like to respond to the proposed legislation change of Bill 40, An Act to amend The Labour Relations Act, and more specifically the introduction of first contract legislation. We recognize and are pleased to see that Bill 40 has taken into consideration some of the Canadian Manufacturers Association's recommendations with the contravention of good faith bargaining being treated as an unfair labour practice to be dealt with by the Manitoba Labour Board.

We believe, however, that our other suggested changes to existing legislation of supervised strike and certification votes would minimize the need for utilizing first contract legislation. We would expect that both of the latter changes are still under government consideration.

With specific regard to first contract legislation, we reconfirm our approval of the Manitoba Labour Board being the third party as opposed to an arbitrator being appointed.

There are several areas of the proposed legislation to which we would suggest changes. They are as follows. Under the first one, Termination of strike or lockout, 75.1(4)(b), this clause as presently stated would require employees to be recalled strictly on the basis of seniority if no other agreement exists between parties. This would likely be the case since there is no collective agreement. Such wording does not give consideration to startup requirements when reopening a plant. Certain skills such as maintenance crews are required before production and other support personnel can be recalled. We would, therefore, recommend the clause be amended to include the ability to do the job in question as a criteria for recall.

Second, Procedure on setting terms and conditions, 75.1(5)(c). It is believed that it would be in the best interests of all parties involved if the proposed language of this clause went further and clearly stated that an imposed collective agreement would not contain innovative clauses.

Three, Term of first agreement, 75.1(6). This clause states that an imposed collective agreement shall be binding on the parties and on the employees in the unit as though it were a collective agreement voluntarily entered into between two parties. This being the case, it is believed that such a collective agreement

should be subject to the same restrictions as application for certification as defined in 26.2 of the present Act, rather than the proposed restrictions on application for decertification of 44.3.

This completes our comments. We are pleased to participate in the development of labour legislation in an effort to improve the labour climate of the Province of Manitoba.

Thank you very much.

MR. CHAIRMAN: Thank you, Mr. Sutton.

Mr. Minister.

HON. V. SCHROEDER: Thank you, Mr. Chairman. Thank you, Mr. Sutton.

In terms of the callback provisions, I would point out that the arbitrated first settlement, if it gets to that point, could take care of that. That is, the employer, if there were those kinds of difficulties, would certainly be pointing them out to the Labour Board and indicating that, in terms of the agreement itself, there should be some provision in terms of callback as it relates to different groups of employees. Although I would agree that it would be unlikely that there would be wording such as you're asking for in terms of ability to do a job, but maybe in terms of job classifications that's something that could be in the agreement.

MR. D. SUTTON: That's the way we read it. We felt that it presently stated that people would be immediately recalled upon the decision of the Labour Board to proceed with imposing a contract. So at that point in time there would be no collective agreement and no other provision and there would be no imposed contract, so there would be no criteria other than seniority, which doesn't appear to be manageable.

HON. V. SCHROEDER: Excuse me for a minute. Yes, Mr. Chairman, you are correct if the parties can't agree at that stage in terms of who comes back. There could be some initial difficulties, but then if you don't have a seniority clause, then I'm sure you'd recognize that there would be other difficulties in terms of how the employer chooses to call the people back. It would seem to me that then you would wind up in a situation where you couldn't, if we're going to have a peaceful callback, have it entirely in the hands of one of the parties.

MR. D. SUTTON: No, we're suggesting, which is typical or common language in many collective agreements that have been workable for a number of years, that it would be seniority and the ability to do the job in question. Certainly if you had a senior employee it's got to be a criteria, but we're just concerned that - an example and it's an exaggeration, but if you had your top 20 senior people and they were all helpers and labourers or whatever and that implies that they would have to be called back first, well in essence, they couldn't do anything if the maintenance crews hadn't come in to start up the equipment to get things running, so that was our only concern.

MR. CHAIRMAN: Ms Phillips.

MS M. PHILLIPS: Yes, Mr. Sutton, on your second page in relation to 75(1)(5)(c), Section 2, I'm curious as to what you might consider an innovative clause?

MR. CHAIRMAN: Mr. Sutton.

MR. D. SUTTON: Off the top I'd have to think for awhile to be innovative, but it would be any clause or condition that wasn't common in an industry and that either the union or the management group were pressing hard for at the time and could have been a major hang-up as to why they didn't reach a first contract. We don't feel that it should be up to the Labour Board to decide that, yes, that would probably be a good idea and we'll try it. If it's a common practice in the industry, whether it's a metal fabricating shop or anything, a food store or whatever the case may be, there are different areas where different things apply.

MS M. PHILLIPS: Thank you, Mr. Chairperson. So if it were a clause that was the crux of the whole matter, the issue why they couldn't come to a collective agreement, would that not then be up to the Labour Board to make a decision on whether that should be, in effect, in the first agreement or not?

MR. D. SUTTON: If it was breaking ground in the area of a collective agreement in that industry, we're suggesting that it's not a good idea for any of the parties.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Thank you, Mr. Chairman. Mr. Sutton, in referring to your first comment at the bottom of page one, paragraph two, in your reading of Section 75.1(4)(b) the Minister has distributed an amendment to that subsection (b) that would delete the words "as work becomes available." I take it you don't have the bill in front of you. Do you have any comments on that amendment?

MR. D. SUTTON: "As work becomes available" - our concern is that productive work will not become available until the plant is ready to go.

MR. G. MERCIER: The amendment the Minister is proposing to this section would delete those words, "as work becomes available."

MR. D. SUTTON: I'm sorry I'm not with you, I haven't received that portion of it yet.

MR. G. MERCIER: No, I know you haven't received it, we've just received it in the Committee and we haven't gotten to that section, so the Minister hasn't explained it.

MR. CHAIRMAN: Mr. Minister, maybe you could clear that up?

HON. V. SCHROEDER: It might be a good idea to do that right now. As amended, you have, Mr. Sutton, Section 75.1(4) in front of you, if you go down to "(b) where no agreement respecting the reinstatement of the employees in the unit is reached between the employer and the bargaining agent on the basis of the seniority standing of each employee in relation to the

seniority of the other employees in the unit employed at the time the strike or lock out commenced." It is our view that the words, "as work becomes available," which are currently in that section are superfluous. They wouldn't be superfluous if you didn't refer to on a seniority basis, but if you, say you come back on a seniority basis, if you don't have an agreement then you hardly need to say as well "as work becomes available," because you won't be called back until the work becomes availble on your seniority basis.

MR. D. SUTTON: I follow your explanation for that and I think it would even be less of a concern, if that were removed, if our proposed changes were added, because it follows that you can't call people back to work until the plant is ready to go.

MS M. PHILLIPS: Thank you, Mr. Chairperson. Mr. Sutton, I'd like to pick up on the same issue that I asked before in terms of innovative clauses. What, for instance, in a situation where there weren't many employees in a certain industry unionized at this point at all, say for instance the banks, would you not consider that most of that contract could be innovative clauses.

MR. D. SUTTON: They may be innovative to that company, but I'm referring to the industry as a whole. Maybe if I can give you an example of what I would view as an innovative clause, quite common in most collective agreements you have a three-step grievance procedure with laid out time limits. I would suggest that if the major hang-up in arriving at a collective agreement between two parties, and it was a first collective agreement, was either a one step or a five step grievance procedure with either longer or shorter time limits, which didn't, you know, through experience in the industry, appear to be manageable and workable, then I would suggest that the board would have a good, hard look at that and say, look, you're going to have to sort that out on your own once you've got a collective agreement; we're going to go for the norm and here's your three-step grievance procedure. Things like that and that might not be a very good example.

MS M. PHILLIPS: Yes, that's a good example, thank you very much.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, Mr. Chairman, I was just conferring around here and to some extent we have to say that we agree that there may be some benefit in some change in that one would recognize that if a manufacturing plant is shut down and you restart it up, you would send in one particular department, maintenance department, for instance, first, before you send in others and you don't want to send in your sales people before you have something to produce or sell, etc. That's something that we're working on as a result of what you've said just now.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: Yes, I have a very brief question for you, I think pertaining to 75(1)(6), the last suggestion that you had.

I'm sure you would agree that application for first contract settlement would probably come about as a result of a confrontational situation between the two parties. They simply couldn't agree and therefore did not determine the contract themselves. I'm wondering if you feel that six months is enough time for them to learn to get along with each other?

MR. CHAIRMAN: Mr. Sutton.

MR. D. SUTTON: Well, it was through our research that we found that in other jurisdictions where first contract legislation has been imposed or is in force, such as in Quebec or the Federal Government or B.C., that it's never really worked; that during that period of first contract legislation, one of the parties has either - well, they've voided the contract either by decertifying or by going out of business. I guess we felt that in the intent of the legislation, and we do understand that it's hoped that it'll never have to be used, but the fact that it is there will make parties come to collective agreements; it should be treated as such.

MS M. DOLIN: Yes, I agree with you. It's deterrent legislation and we hope that there will be very little imposition of a first contract, that the parties will settle themselves. However, you may not be aware that as a part of this, we also plan to send in counsellors, if you will, to work with the parties which is something that is not present in the other jurisdictions to the degree that we hope to implement it.

MR. CHAIRMAN: Mr. Enns.

MR. H. ENNS: Mr. Sutton, just for some further clarification on your third paragraph of your brief where you state with specific regard to first contract legislation, "We confirm our approval of the Manitoba Labour Board being the third party as opposed to an arbitrator being appointed."

My question is, while that seems to be clear that given a set of circumstances of having first contract legislation, I read that to mean that you have made prior submissions to government or to the Minister about having the Manitoba Labour Board being the third party. My specific question to you, does the Canadian Manufacturers Association support first contract legislation per se?

MR. CHAIRMAN: Mr. Sutton.

MR. D. SUTTON: Our initial position was that we didn't feel first contract legislation was necessary legislation, that the code of employment was there to provide a similar remedy. We were then informed by the government that first contract legislation was in fact going to be introduced and we were asked to provide recommendations and suggestions relative to the legislation.

MR. H. ENNS: Fine, that answers my question. It tends to read as though the Canadian Manufacturers Association by presentation of this brief reconfirms your support for first contract legislation. With your

explanation that's not exactly that, it's a question of having to make the best of what is being offered and attempting to amend that to the point where it becomes a little more manageable and livable as far as the Canadian Manufacturers Association is concerned.

MR. D. SUTTON: I think that if I may, for it to flow you should have our original submission and then that would make more sense.

MR. CHAIRMAN: Mr. Mercier, do you have a question?

MR. G. MERCIER: I just said we'd be glad to have their original submission.

HON. V. SCHROEDER: There was a fair amount of verbal communication, as well as possibly a short written one, I don't recall that at the time. We're in the process of looking at a change.

First of all, I should say to Mr. Sutton, that I'm told by our Board Officer, Mr. Korpesho, who's present tonight, that with similar wording in the Federal Act, the Federal Board has in fact set the terms and conditions of a so-called Amnesty Agreement to bring workers back to work and reopen a plant before an agreement is settled upon.

Now, it hasn't been challenged and I'm not sure that the general legislation; there is a general power in the board to do many, many things in other sections of the Act. This is, however, a very specific section that orders the board to send people back to work on the basis of seniority, but we're seeing whether we can, in the meantime, adapt some wording to address the problem that you have told us about.

MR. CHAIRMAN: Mr. Enns.

MR. H. ENNS: I defer to Mr. Mercier.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, the second recommendation of the delegation refers to a suggested criteria that be added - no, pardon me, the Procedure on settling terms and conditions, 75.1(5)(c), in that section the wording that is used in the fifth line is: "and the board may take into account (a), (b), and (c). You're suggesting there should be a (d). But, the word is "may" take into account the extent to which the parties have or have not bargained in good faith, and "may" take into account the terms and conditions of employment, etc. throughout a same or similar functions.

Perhaps you haven't considered this, but I have a little concern that by using the word "may," the board may not take those into consideration. Would you have any views as to whether "may" should be deleted and the word "shall" should be substituted for "may?"

MR. D. SUTTON: Can you bring me back to where you're making reference? Sorry.

MR. G. MERCIER: Sure. 75.1(5). The line just above clauses (a), (b) and (c). It says: " . . . the board may take into account." I would like your views as views as to whether instead of the word "may" you should substitute "shall" take into account. I have a concern that if the word "may" is left in, the board in their discretion don't have to consider those items and could simply impose a first contract no matter what has occurred, no matter what terms and conditions are in similar functions.

MR. D. SUTTON: Well, that's a tough one to answer. I think that if the board is providing written decisions, as we've suggested as well, and is accountable for their actions they're going to act accordingly.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Mr. Chairman, it appears as though we're coming up with some wording right at the tail end of the submissions, the bill just keeps getting better. It's not getting older, it's getting better.

I do thank you for your submission and your comments. There are certain items that you have referred to, hopefully, I suppose, as still being under consideration and I can say that they are, that there are a number of items that will be referred between Sessions to a group - I'm not exactly sure how we're going to set it up, but it will be within the Department of Labour - to review existing labour legislation and any items which are brought forward will certainly be part of that review.

Thank you.

MR. CHAIRMAN: Mr. Enns.

MR. H. ENNS: Mr. Chairman, you called on me. Just for the information of Mr. Sutton, representative of the Canadian Mantufacturers Association, the reason why I asked that initial question with respect to Canadian Manufacturers Association's basic feelings with regards to first contract legislation was that we had a very strong submission this morning from the Manitoba Communist Party indicating their support for this legislation and it was interesting for me at least to determine whether or not the Canadian Manufacturers Association cared to associate themselves with that group.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, Mr. Chairman, I find it astounding that a person whose been a Member of the Legislature since 1966 would drag out that kind of a real red herring. On Saturday we had . . .

MR. H. ENNS: Mr. Chairman, on a point of order.

MR. CHAIRMAN: Order please. Order please.

HON. V. SCHROEDER: On Saturday we had 20,000 people marching on the streets of Winnipeg for peace. We happened to have a member of the Progressive Conservative Party there; there was one or two members of the Communist Party. Does that mean that the Conservative Party is a Communist Party? I find that outrageous!

MR. H. ENNS: Mr. Chairman, on a point of order.

MR. CHAIRMAN: Mr. Enns, on a point of order.

MR. H. ENNS: Mr. Chairman, what is outrageous about the representation we heard this morning, if it wasn't factual, of the relatively few submissions that we've heard on the Industrial Relations bill it was a forceful presentation by a Mr. Dyck, a member of the Communist Party of Manitoba, indicating their support of this government in their labour legislation. That's a factual statement, the record will bear that out.

MR. CHAIRMAN: Mr. Cowan.

HON. J. COWAN: I'd like to ask Mr. Sutton if he would have any objection if there was a provision added to the Act under the section which we are now discussing in respect to callbacks that would allow the board to set the terms of the callback if, in fact, it was necessary to allow for the startup of a totally shut down operation such as been suggested might be a problem?

MR. D. SUTTON: I think it's got to be in consultation with the people that are running the plant. They have to be the ones who determine, like in most collective agreements, who has the ability to do the job in question.

HON. J. COWAN: But you would have no objection to that consultation process being spelled out in the Act and the ultimate authority being given to the board, based upon the best available evidence provided to it by the different parties, to set the terms of the callback. Certainly the board would not want to, nor would it attempt to, set terms that would not allow for the efficient startup, because that in fact would be the purpose of the consultation.

MR. D. SUTTON: At that point in time the board has stepped in anyways.

MR. CHAIRMAN: If there are no further comments, Mr. Sutton, I'd like to thank you on behalf of the Committee for taking the time to present your brief to us. Thank you also to the Canadian Manufacturers Association.

If there are no more presentations to be made to the Committee, we'll continue with Bill No. 40, Page 4, and I believe we were ready for the question. The Motion before us was the proposed motion of Mr. Mercier that section 9 be amended by substituting the words "February 25, 1982" for "March 31, 1981." Are you ready for the question?

Ms Phillips.

MS M. PHILLIPS: Well, I just wanted to make a comment on that proposed amendment. I think that the date that is printed is very reasonable in that if you look at Sections (a), (b), (c), it's dealing with groups that have applied for certification, who are in the process of collective bargaining, where the collective bargaining has not been concluded and where in cases of the board deciding to impose first contract where problems have arisen. So what this particular date is doing is dealing with bargaining or certifications that are now in progress or that would need that time frame. I think what it does is exclude those that over the years have been unsuccessfully terminated in terms of, say, a particular bargaining unit, where the strike in effect has been lost and I can think of two examples. One, Quality Bed and two, The Winnipeg Clinic, where they may or may not have applied for decertification and where those employees are long gone, but the present employees might look at this and say, oh, this is a chance to pick up where we left off.

So I think in effect what this does is say, okay, the ones that are in process will be included, but the ones that have sort of died an unnatural or natural, whatever way one tends to look at it, death along the way will not be able to take advantage of this legislation to pick up where they left off years ago.

So I'm speaking against the amendment, Mr. Chairperson.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, when we were discussing this this morning my concern was based on the opposition to retroactive legislation and the Minister in commenting on it, referred to the date that was set out in The Marital Property Act, I believe in May 1977. That, Mr. Chairman, was the date that the former government introduced their family law legislation in the Spring of 1977 before the election in the fall, so I don't believe that is too good a precedent, that would be similar to the May 25, 1982 date that I've suggested, because the Minister is using that as justification for that date as the date, I believe, he says that the bill was announced in the Legislature. I wonder if the Minister has any further justification or comments to make for the March 31st, 1981 date?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Mr. Chairman, I've made those comments before. I should point out that the May date was used later on by a new piece of property legislation passed sometime after October of 1977, so the area of going back retroactive into a previous regime is not something that's unknown in the law of the province, although, as I've said before, this particular date that we're dealing with right here has nothing to do with retroactivity; nothing to do with retroactivity.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: Very briefly, I think that if the members will look at 75.1(1)(c), they will note that you can't possibly pass a law that would be effective February 25th that has a 90-day waiting period previous to application and not put those 90 days in at least. What this date does is simply collect or allow those who are in the process of collective bargaining for first contract at this point, to apply if they feel that there is a need to either the employer or the employee, but the date that is suggested in the amendment is unworkable with this legislation.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, the Minister refers

to the fact that we maintained that May, 1977 date in the new bill we brought into the House on The Marital Property Act, but that was similar legislation. We didn't pass first contract legislation in March of 1981. If (c) poses a problem for the Member for Kildonan then they can make amendments to that subsection (c). I won't oppose that. But what we're witnessing, Mr. Chairman, is retroactivity in the worst sense. This government is going back to labour relations, collective bargaining, where notice was issued after March 31st, 1981 and I believe that is offensive with respect to the kind of legislation this Legislature dealt with in the past, where we've tried to avoid retroactive legislation. This is going well back over a year and the Minister has offered no justification for it; none whatsoever.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Mr. Chairman, if the members of the Opposition want us to take the old date out completely and just allow us to go back and see whether the Winnipeg Clinic and all those other ones are still alive, is that what they want? We had to set a date somewhere, and it seems logical to set a date at a point in time about a year back so that we have, in general, those situations that where people have been bargaining and there may be people out there still in a position where there's no de-certification, where people are reasonably bargaining between employer and employee, we don't want to shut those people out and we will not and you can talk all you want about it. That is not retroactive; that is not retroactive. If those people had been decertified, then they're gone, there's no problem. But what we're talking about is a limitation on the unions, not on the employers and it is not a retroactivity clause. Only those who were in existence certainly after February 25th, 1982 could possibly come within this legislation. So what the members are talking about, and they can talk about retroactivity with the February 25th, 1982 point, when we said we were going to introduce it in the Throne Speech, fair enough, and we can argue about that, but they can't talk about it with respect to the other date, it just doesn't make any sense.

MR. CHAIRMAN: Are you ready for the question?

MOTION on the Amendment presented and defeated.
Page 4—pass; page 5 - Ms Dolin.

MS M. DOLIN: I would like to move an amendment, 75.1(3)(b) to read: "advise the Minister and the parties, in writing, that it believes that a settlement will be arrived at between the parties within 30 days of the date of advising the Minister under this clause and therefore it does not consider it advisable to settle terms and conditions of a first collective agreement between the parties; and where the Board has advised the Minister under clause (b) that a settlement will be arrived at between the parties within 30 days, and no such agreement is entered into between the parties, the board shall proceed to settle the terms and conditions of a first collective agreement between the parties within a further period of 30 days."

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, before the Minister offers an explanation of this amendment, it seems to leave out the existing (b). —(Interjection)— That's right. It substitutes this new clause for (b) but it seems to me that somewhere, if there's to be any discretion in the Board, that they should have the right to advise the Minister and parties that it does not consider it advisable to settle a first collective agreement. With this amendment, the Board can only do one of two things - actually three things - under (a) it settles the contract, where under the new (b) it says a settlement is going to happen within 30 days and therefore it's not advisable to settle the terms, or if no settlement is imposed within the 30 days, the board shall settle the contract within a further period of 30 days. I actually have two concerns then; one is that the board doesn't have the discretion, if this clause is substituted, to advise the Minister that it considers a situation to be one where it is not advisable to settle a first contract and then, under the amendment, should not the board also be left with the discretion to, say, in this situation where they advise the Minister that they believe a settlement will be arrived within a period of 30 days, because, say, they've been told that by the representatives of the two parties and they haven't really delved into the situation. Then it turns out there is no settlement. This amendment would say the board shall settle a contract within 30 days. Maybe the board, once they look into it, deem it not to be advisable to settle a first contract, but this amendment and those circumstances leaves the board no discretion.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Mr. Chairman, I remind the member that we start off with the issue not going to the board at all unless the Minister in his or her discretion deems it advisable. There's a discretion built into it at that point. There's certainly going to have been a time period have elapsed from the time bargaining began and, if there hasn't been, then there would be no doubt that there would be discretion exercised against referring it to the board, because there would be no logical reason for it, the parties hadn't worked on it yet. Once the Minister refers it to the board and 60 days have elapsed - that's a long time, that's two months - during those two months, one would expect that a lot of contracts would be settled, most contracts would be settled in fact, and what we're saying here is that if they're not after one set of discretions has been exercised, then there's another 30-day period during which the parties can work it out. Now you're talking three months already and that three months is a lot - you're probably talking four or five months at the very minimum from the time the employer and the employee first got together as a unionized group of employees and an employer facing a union for the first time. That's a long time, five months, and then you give them another month in which to come to a settlement and even then you have, after that if there's no settlement, another month in which to settle the terms and conditions. Of course, anything that the parties agree to must be contained in that agreement, so hopefully by that time the parties will have agreed to everything. If they have not, there must be an end to it.

One of the very reasons for this kind of legislation is

that one doesn't want this to drag on in an acrimonious fashion over a long period of time. I believe that the longer it drags out, the more unlikely it is that you're going to avoid some kind of bitterness that is so long lasting that it will be difficult for the parties to work together in harmony in the near future.

Again, half a year from the time that people are certified to the time they have a first contract, during that time there is a certain amount of animosity, fear, rumour mongering on both sides; people get carried away with beliefs about what the other side is doing, etc., and I believe that the sooner you can get it settled, the better. I would ask, if the member feels at the end that there should be no negotiated or no settlement at all imposed, what circumstances he would envision where no settlement should be imposed?

MR. G. MERCIER: Well, Mr. Chairman, the Minister refers to six months. It has become customary in the City of Winnipeg, approaching the middle or the end of June, it seems to happen every year where it takes the City of Winnipeg and their various unions, with which they bargain over six months, to conclude an agreement with their specialized experts on each side.

What the Minister is doing then with this section - and he appears to confirm my concerns - is that he's taking away from the board the discretion, where they deem it advisable, to refuse to settle a first collective agreement. The Minister is the one who put it in in the first place, (b) "advise the Minister and the parties, in writing, that it does not consider it advisable to settle terms and conditions of a first collective agreement between the parties." He's the one who said that we don't want this legislation to be used very often, that it should be used in very isolated circumstances, and now he's proposing to take away all the discretion of the board. Once this procedure is started, then the parties know, under this legislation with these amendments, that one way or the other they're going to have a contract imposed, and they do. Once the Minister directs the board to enquire into negotiations, under his amendment, there's going to be an imposed contract. —(Interjection)— Under this amendment?

HON. V. SCHROEDER: Mr. Chairman, I don't know of any circumstance, where following that kind of time in Quebec or in the federal jurisdiction or B. C., one wouldn't have a contract. You will either have a negotiated contract or you will have a settled contract, one or the other; but it simply is not a fact that once there's an application made that you will have a forced contract. First of all, again you have the Minister's discretion. The Minister would take a look at it to determine whether this is an appropriate case to send to the Labour Board, and any Minister must surely take a look at that and determine whether it would be appropriate for us to send in the conciliation troops or whatever. There may be a number of other options available in the beginning. If the Minister determines that it is an appropriate case for settlement, then it is sent to the board, there are 60 days given during which the parties will surely be negotiating and hoping to come to an agreement; then another 30 days and another 30 days. So you're talking about 120 days before you could come up with a contract which would be a legislated first contract by the Labour Board.

Now, I can't conceive of a situation where you'd have gone through that Ministerial discretion and examination, the decision making, to tell the board to go ahead with this contract settlement, the 60 days, the 30 days, another 30 days and then having the board at 120 days walking away and saying, well, there's no first contract and we're not going to impose one. That is not the purpose of this legislation. That doesn't mean that the purpose of the legislation is to impose first contracts. The purpose of the legislation is to do everything possible to ensure that it will be done in a peaceful fashion and I believe that this legislation is legislation which will move to that end.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: I'll pass. My remarks have been stated by the Minister.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, I wonder if the Minister could explain to me, under this legislation, it appears to me that once the Minister refers it to the board - where "the minister directs the board to inquire into negotiations." - after it's gone past the Minister, under these amendments, would he confirm my interpretation of this legislation then that a contract will eventually be imposed unless the parties agree to some settlement in the meanwhile. The Minister's nodding his head. The board will have no discretion, for whatever reason they would consider it advisable, to say to the Minister, "We don't think that it's advisable in this situation to settle the first contract." Is that right?

HON. V. SCHROEDER: Mr. Chairman, I've thought about this very, very carefully. The answer to that question is yes and the answer is yes because of the changes. The changes have been put in because I cannot conceive of a situation where once the board is involved, it would walk away without an imposed contract or a settled contract. I just don't see how you could have either one or the other. If the member has an example to give me, I certainly would be interested in hearing it.

MR. G. MERCIER: Well, Mr. Chairman, the representative of the Manitoba Federation of Labour, who was before the Committee this morning, said that there were, in the Province of Quebec, 134 requests for first contract legislation, and there were 36 imposed contracts. So, there were some 98 requests that weren't dealt with by the board, where the board refused to settle the contract?

HON. V. SCHROEDER: No, Mr. Chairman. That is not the case.

First of all, some of those may have been rejected by the Minister or may not have been rejected by the Minister, but even if all of them went to the board, most of them will have been settled before you get down to the board making a legislated first contract.

You see, if you had numbers from Quebec that said 40 of them, neither had a first contract legislated nor settled between the parties, then that would be a different story, but my understanding of it is that there are no such large numbers of unsettled contracts.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: It would seem to me that what Mr. Mercier is suggesting is that if a board were to advise the Minister that it chose not to either see that a contract was settled between the parties or impose a contract where that wasn't possible, the board would in effect be seeing that they were ending all precollective bargaining between those parties, because I can't envision another road that the parties - either employer or employee - could go.

It seems to me that what this legislation is saying is that there will be a contract and the parties have a choice of having it either imposed or of designing it themselves. The incentive simply gets greater once it has been referred to the board to settle it themselves.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, I would appreciate the Minister indicating how this legislation will differ from federal legislation, B.C. legislation, and Quebec legislation. I have been looking at a case, a decision of the Canada Labour Relations Board, involving CUPE and Huron Broadcasting Limited. In this decision, on Page 10, there's a comment that the board delved into comparisons with the legislative policies of British Columbia and Quebec and set out at length how it intended to use that discretion. On Page 12, they indicated, "The board adds that according to Section 171.1, it has the discretion to decide whether or not to impose a first collective agreement." Now, it would appear from my reading of this particular case that the legislation in other jurisdictions still leaves with the Labour Board the discretion to decide whether or not they actually wish, under the circumstances, to impose a first collective agreement. The Minister has acknowledged that he is introducing amendments to the effect that once he has directed the board to inquire into the matter, there will be an imposed contract unless the parties agree. But, the legislation in other jurisdictions appears to be quite different in that it leaves to the board the discretion not to impose a first contract, if they deemed it advisable not to do so.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, Mr. Chairman, just going to the previous question. I would refer the member to Section 75.1(1), where we deal with the period of time when the union or the employer can apply for the first contract; that is, it would be no sooner than 90 days after the certification of the bargaining agent and in fact after the 90-day period, there could be a further three-month period or a succession of three-month periods under Section 10(3) of the Act and at the expiry of any one of those three-month periods, either party could apply to the Minister and the Minister can then investigate the matter and then settle the terms and conditions of the first collective agreement between the parties.

In the Province of Quebec, I don't have any numbers that indicate that the board hasn't come down and settled. I don't know of any instance where that board has not either settled a case or had the parties bargain to the conclusion of a collective agreement. I can't think of a situation, as I've said now twice before and I'll say it again, I can't think of a situation where a Minister of Labour would refer a matter to the board saying this is a matter for first collective bargain settlement and have the board come back with no settlement, months later, no settlement and no imposed first contract saying, we don't think we should have one. So that being the case, I don't see the logic in saying that is an option for the board to have at that point in time. The whole purpose of the legislation is to end the conflict and to end the conflict with a one-year contract.

MR. G. MERCIER: Mr. Chairman, I'll read again from Page 12 of this judgment: "The board adds" - this is the Canada Labour Relations Board - "that according to Section 171.1, it has the discretion to decide whether or not to impose a first collective agreement. Parties, particularly, union parties who might feel that they are automatically entitled to the imposition of a first collective agreement and who might, therefore, systematically neglect to exercise restraint and responsibility in collective bargaining might very well do themselves a disservice. The employers of the same ilk might bitterly regret having let their cases take the route leading to adjudication by this board. Having considered the matter, the board has reached a first conclusion. The insertion of Section 171.1 in the Code, creates an exception to the general system and its general thrust, an exception that does not relieve the parties of their obligation to continue to make the efforts normally expected of them with a view to freely reaching and understanding and to negotiating their own collective agreement. Interventions by this board will be the exception, rather than the rule, and the possibility of such an intervention does not absolve parties of their obligation and duty to do all in their power to conclude a collective agreement. It might also happen that owing to an error in judgment a party will resort to a work stoppage which will not, in fact, suffice to convince the board that it should intervene, and one or both parties will therefore pay the price for their own lack of judgment or restraint."

Now, Mr. Chairman, the Minister has acknowledged that under his amendments once he refers negotiations between an employer and the bargaining agent to the board, under these amendments there will be an imposed contract unless there is a settlement. He's spoken in the past in introducing the bill, and on various aspects of the bill, of following the federal legislation, the B.C. legislation, the Quebec legislation, and this is a statement of the Canada Labour Relations Board, which they made after comparing the policies in B.C. and Quebec, and they set how they intended to use that discretion and they say they intend to use this discretion as the exception rather than the rule. What the Minister is saying is they will have no discretion. Once he in his almighty wisdom and judgment, and that could be any Minister of any party, Mr. Chairman, once the Minister, whoever he is,

in his wisdom refers a matter to the board, then the board doesn't have any jurisdiction unless the parties agree there won't be an imposed contract. What effect, I would ask him, will that have on free collective bargaining, when parties know the board will have no discretion once we convince the Minister to refer this to the board, then we'll have an imposed contract.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: I'd like to read into the record a bit of information about B.C. and what has happened there to reaffirm the fact that this legislation does work and that has to do with the situation —(Interjection)— If I could continue - when the Labour Minister in Ontario said that the B.C. legislation wasn't working, response was received to that statement indicating that there were approximately 1,000 first contracts negotiated in B.C. each year, which is about the same as Ontario, and this information that I have is from May of 1978, where the Labour Board Chairman at that point said that in the past two years in B.C., which would have been 1977-78, there had been only three requests in those two years to have a first contract imposed by the B.C. Labour Board, an indication that it is deterrent legislation. It seems to me that there is no point in having deterrent legislation if that legislation isn't clear in what will happen when an application is filed.

The incidence of settlements after application for first contract by the two parties is greater than the incidence of imposition of a first contract. That's very clear in every jurisdiction. I think that is an indication that the deterrent effect works and that's exactly what this legislation is setting out to do, is to encourage the parties to settle themselves.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: I should add and remind the members opposite that there is a discretion in the Minister, which he or she will obviously have to exercise with care, as to whether or not the matter is appropriate to send to the Labour Board. Beyond that there is another difference in the general background to what we've been saying all along, with respect to the Canada Labour Relations Act or the other codes, and that is that we're not interested in hanging fault on the employer or the employee. We think that it is destructive of the relationship that those people are into to have a hearing where the whole issue is, "Did you or did you not bargain in good faith?" We think that is just like a marriage counsellor sitting there and saying, "Yes, but was it your fault that your husband left or whose fault was it?" That isn't the issue. The issue is the parties aren't getting along and you want to get them together. You're not going to get them together by sitting there and pointing fingers at them and having them come in arranging evidence that will demonstrate that the other side has been bad. That's not the issue. The issue is the parties have not been able to come to an agreement and for the first time we are saying that we believe that it is in the public interest to set a first contract and go beyond that to work with the parties during the term of that contract in preventive conciliation in order that, hopefully, they can get to live together comfortably in their new relationship.

We don't want to completely imitate what has happened in British Columbia in terms of that area of good faith, not good faith. We've seen some of those labour cases here in Manitoba and they're pretty difficult. They're very hard on the parties and certainly after you've been accused of all kinds of nasty deeds, it's very difficult for you the next day to be sitting across the table from that very same individual or group in trying to negotiate an agreement or changes to the agreement nine or ten months down the road.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, can the Minister advise why he wishes not to follow the policy of the Canada Labour Relations Board and give them the discretion to decide whether or not to impose a first collective agreement?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, I'll repeat myself. I just made the point that once the Minister has gone through the exercise of determining whether all areas have been covered by the parties and believes that it's necessary to settle an agreement, at that point we don't want to wait a year until we have an agreement. I've said before I can't see how once a Minister exercises a discretion to ask the board to look into the settling of a first contract, how the board could come back two months later, three months later, one month later, with no settled contract saying, "We're not prepared to settle a contract." Because I know of no example of such a case, I see no purpose of setting that kind of an option out for the board.

If there was no discretion in the Minister, if it was an automatic, then I would be as concerned as the member. You know, if one party could simply say, "We want to go to settled first contract," and then they automatically get a first contract that would be a matter for serious concern, but that's not what the legislation says. There is a discretion and the discretion will be exercised by an elected official, not by an appointed board, but when the elected official says, "This one goes to either an arbitrated settlement or will be settled in the meantime," then that is what will happen. The other area where there is some difference in perspective is in the area of not finding fault, not just simply worrying about whether or not a party has bargained in good faith.

MR. G. MERCIER: Well, obviously, Mr. Chairman, the Minister and I are in disagreement. I don't accept his arguments and I take it he doesn't accept mine and we will oppose the amendment.

MR. CHAIRMAN: Are you ready for the question? On the Proposed Amendment by Ms Dolin, all those in favour say Aye. All those opposed say Nay. In my opinion, the Ayes have it.

MOTION on the Amendment presented and carried.

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, Mr. Chairman, as a result of the submission of the Canadian Manufacturers Association, we are considering bringing in a further amendment at Third Reading, at Report Stage, and it would be done by adding to Section 75.1(4)(b) where no agreement - I'll read the whole (b) as it would be amended. We want to just have a look at it overnight. - "where no agreement respecting the reinstatement of the employees in the unit is reached between the employer and the bargaining agent, as work becomes available on the basis of the seniority standing of each employee in relation to the seniority of the other employees in the unit employed at the time the strike or lockout commenced," the following words would be added "except as may be directed by an order of the Board made for the purpose of allowing the employer to resume his operations in an orderly way."

Now, there's another amendment.

MR. CHAIRMAN: Ms Dolin.

MS M. DOLIN: I would like to move an amendment to 75.1(4)(b), to delete in lines two and three the phrase, "as work becomes available."

MR. CHAIRMAN: Any discussion?

All those in favour of the motion, signify so by saying, Aye. Those opposed, Nay.

MOTION presented and carried.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Jerry, I take it we're on page 5?

MR. CHAIRMAN: Yes, we are.

MR. G. MERCIER: On the next section, I put a question to the representative from the Canadian Manufacturers Association, I would ask the Minister if he has any comments. In the fifth line it says, "the board may take into account." Would he not consider substituting "shall" for "may," so that the board has to take into account the extent to which the parties have or have not bargained in good faith and the terms and conditions of employment, etc. negotiated through collective bargaining for employees performing the same or similar functions? Why would the Board not take those into account?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Just off hand, Mr. Chairman, I certainly couldn't see any objection to "shall" on (b). "Shall," on (a), is one that as I've indicated before that although I can see it having some influence, I wouldn't think that to be a key issue for the Board to be focusing on.

MR. G. MERCIER: Well, Mr. Chairman, is that not the main purpose of the legislation, to encourage parties to bargain in good faith?

HON. V. SCHROEDER: One would hope, of course, that parties would bargain in good faith, but the minute you start focusing on whether or not a party has bargained in good faith in terms of a requirement that you do so, sort of like proving cruelty in a divorce case, you know, if you have to do it, then in each case you're going to have the parties bringing in all of the dirty linen about where the cards were being signed up and that type of thing.

MR. CHAIRMAN: Page 5—pass?

MR. G. MERCIER: Mr. Chairman, I'll leave it in the hands of the Minister. He's going to be responsible for how this legislation works out.

MR. CHAIRMAN: Page 5—pass; Page 6 - Ms Dolin.

MS M. DOLIN: I'd like to move an amendment.

MR. G. MERCIER: I've a question on the previous section before you get to Section 10.

MS M. DOLIN: On 75.1(6)?

MR. G. MERCIER: Yes.

My question to the Minister, Mr. Chairman, is how does he see this to be interpreted? It says, "where a first contract is imposed, the collective agreement shall be effective for a period of one year from the date on which the board settles the terms and conditions of the collective agreement." He has referred to a situation where there might be up to - I believe he said - up to six months where there may be negotiations continuing. As I read this section, it would mean that the collective agreement is not retroactive for those six months. It's effective from the date the board makes the order for a period of one year. Is that a correct interpretation of this section?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: That is a correct interpretation. There would be no retroactive pay; there would be no retroactive changes in anyone's status or anything like that. It would simply be from the day on which the board settled the terms and conditions of the agreement.

MS M. DOLIN: An amendment to the Commencement of the Act section; Section 10 be amended by adding thereto at the end thereof, the words and figures, "and at any request to the Minister under subsection 75.1(1) of The Labour Relations Act as enacted by Section 9 and any direction to the board by the Minister under that subsection made between February 25, 1982, and August 1, 1982, shall be conclusively deemed to have been made on February 26, 1982, except for the purposes of subsection 75.1(3) or (4) of The Labour Relations Act as enacted by Section 9."

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Is that a different amendment than the one that was handed out?

HON. V. SCHROEDER: Mr. Chairman, if I could explain that. The last two lines were added and the

reason for that being that it would be illogical in terms of the 60 days. You can't report 60 days before you've been asked to settle the contract.

MS M. DOLIN: For clarification the new section is "except for the purposes of subsection 75.1(3) and (4).

MR. G. MERCIER: Can the Minister offer an explanation then?

MS M. DOLIN: On the whole amendment?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: This Section will leave parties, who were in a position of conflict where there's no first agreement entered into, where that conflict was existing on February 25, 1982, in the same position in terms of each other as they were on the date that we announced that we were bringing forward this legislation. The new amendment this evening would ensure that any application under this legislation would be dealt with by the Labour Board in priority to any other applications which might be filed before it.

I should say as well that I had been asked to comment with respect to the Manitoba Federation of Labour proposition. They had asked for a contract that would last not less than one and not more than two years. It was the view of the government, in rejecting that position, that a very specific commitment had been made before the election, that it was going to be a one-year term, not more, not less, and that it would be from the time the agreement was settled. There were several speeches made to that effect by certain individuals who were in the Legislature before the election. There were references made along those lines and certainly we felt it would inappropriate to be bringing forward legislation that didn't accord with what we had said we were going to do.

MR. CHAIRMAN: Mr. Mercier.

MR. G. MERCIER: Mr. Chairman, just sort of a general question. Where will we find, in future years - I guess we'll find it in the Department of Labour Report - as to the activities of the Labour Board with respect to the imposition of first contract codes?

MR. CHAIRMAN: Mr. Minister.

HON. V. SCHROEDER: Yes, both in the annual and quarterly reports of the department.

MR. CHAIRMAN: Are you ready for the question? On the proposed amendment of Ms Dolin, Section 10, all those in favour signify by saying Aye, all those opposed signify by saying Nay.

MOTION presented and carried.

MR. CHAIRMAN: Are there any further comments on Page 6? Page 6—pass; Preamble—pass; Title—pass; Bill be reported.

BILL NO. 41 - AN ACT TO AMEND THE EMPLOYMENT STANDARDS ACT

MR. CHAIRMAN: Bill No. 41, Page 1—pass; Page 2—pass; Page 3—pass; Preamble—pass; Title—pass; Bill be reported.

That completes the work of the Committee.

Committee rise.