

● (1430)

I might point out that we looked at the grain handlers situation. That seems to be a catalyst to a degree; it seems to encourage the parties to resolve their disputes without the constant necessity of government intervention. We started out looking at that process through the appointment of an industrial inquiry commissioner whom I have the authority to appoint under the Labour Code.

I was looking at that situation and expressing the frustration that many members have with regard to breakdown of the system in terms of resolving this particular dispute. I find it regrettable that parliament again has had to intervene. Every member of the House has expressed that sentiment during this debate. There must be a better answer for this particular industry.

The Chairman: Shall clause 2 carry?

Clause agreed to.

On clause 3—*Longshoring operations to be resumed.*

Mr. Forrestall: With regard to clause 3, Mr. Chairman, I wonder if the minister will take a moment to elaborate on subclause (3) which reads:

Every officer or representative of a union shall comply with any order or request made pursuant to the collective agreement brought into force by section 4 that is applicable to him for the despatch of persons to perform longshoring or related operations at the port of Halifax.

The document the minister tabled today does not include the sections with regard to dispatch. I would like some clarification. Is the document that was tabled today complete? How does it dispatch persons during such a situation? Perhaps that is a better way to put the question.

Mr. Munro (Hamilton East): Mr. Chairman, this clause refers to the collective agreement that was agreed to on September 25 and which has been tabled. It does include those sections relative to the rules of dispatch. However, the bill exempts the four sections upon which there could be no agreement and throws that option to resolution between the parties themselves up to December 10.

Mr. Forrestall: Those four sections have been removed?

Mr. Munro (Hamilton East): The bill removes them. Does that answer the hon. member's question?

Mr. Forrestall: Yes, Mr. Chairman.

The Chairman: Shall clause 3 carry?

Clause agreed to.

On clause 4—*New collective agreement.*

The Chairman: On clause 4, I should ask hon. members to fill in the blanks as to the date of the tabling of documents referred to in that clause. Line 36 should read "October 22, 1976". The following line should read "document number 302-73". Shall the clause carry?

Clause agreed to.

Halifax Operations Act

Clauses 5 to 7 inclusive agreed to.

On clause 8—*Injunction.*

Mr. Forrestall: Mr. Chairman, I wish to pose one or two questions to the minister and his officials with regard to enforcement. Passage of this clause implies a request to the Supreme Court of Nova Scotia for an injunction. Why did the minister feel it necessary to extend the right to that injunction to July 1, 1977?

[*Translation*]

Mr. Olivier: Mr. Speaker, I shall reply to the question of the hon. member by saying simply that, according to the spirit of the bill, we would like everything to be over one day. In this case, it will end on July 1, 1977. Afterwards, we shall come back to what must happen, that is negotiation between the two parties. Ordinary labour legislation will prevail afterwards. This agreement will therefore be an 18 month agreement between the parties.

[*English*]

Mr. Forrestall: Mr. Chairman, I am slightly uncertain, but I think it is quite unseemly for the House to determine the length of an agreement between two parties.

Mr. Munro (Hamilton East): Just to elaborate on what my parliamentary secretary said, Mr. Chairman, the collective agreement dated September 25 that we are now inaugurating runs from January 1, 1976, to July 1, 1977. It is an 18-month agreement. We want to give the court authority for compliance for the duration of the agreement. The termination of the agreement that has been tabled is July 1, 1977.

Mr. Stanfield: Mr. Chairman, I wish to raise a question about the use of the word "shall" in the third line of clause 8. It seems to my colleagues and myself that this almost suggests instruction to the court. To that extent, there is a removal of any discretion as far as the court is concerned. I wonder why the word "may" would not be appropriate.

The final paragraph of that clause looks, on the face of it, as though it is rather gratuitous. The court would have the authority, in any event, to cite for contempt anybody who failed to comply with an injunction issued by the court. What is the purpose of spelling out the right to impose punishment for contempt, which is implicit in any event? Why does the bill virtually instruct the court to issue an injunction rather than simply authorize it?

Mr. Munro (Hamilton East): Mr. Chairman, I appreciate the notice the hon. member for Halifax gave me with regard to raising this question. That gave me an opportunity to get hold of the legal advisers in Justice to assist me in answering. I am told that it is not interpreted in that fashion. It is not an instruction to the court as such, but an instruction under certain conditions, the conditions being set out in (a) and (b).

I am also told that we had a similar provision in the legislation ordering the men back to work in the port of Montreal 18 months ago. The courts were called upon, follow-