

understood that all of the above is subject to ratification by the membership of the respective I.L.A. Locals and of the membership of the Shipping Federation of Canada.

I wish to say at this point that this strike is over. The parties have accepted these terms, the ports are open and the workers are back at work.

Another point is that these terms, although they may appear to be indefinite, and particularly by the use of the words "by negotiation or otherwise," there was an understanding at that time and, if there had not been, so far as the unions were concerned I think it fair to say that they could have said, "We will not sign the terms as they have been stated." Therefore, I think we can feel assured that at that time there was agreement as to what was to be expected.

The Lippé Report, which was dated June 23, recommended the appointment of an industrial inquiry commission under the Industrial Relations and Disputes Investigation Act; and I have read the sentence from the clause which refers to it.

The commissioner for that inquiry was appointed on June 23. He is Mr. Laurin Picard, an engineer, of Montreal.

Now I come to the act itself, which can best be described as the terms of reference of the commissioner. Under sections 3 and 4 of the act his findings are to form part of the terms of settlement of June 14, 1966.

To clarify that point may I simply read a few extracts from the preamble to the act?

...in the report of the mediator appointed to mediate the issues then in dispute, it was recommended that an Industrial Inquiry Commission be appointed under the Industrial Relations and Disputes Investigation Act to inquire into certain matters on which agreement was not reached—

Then the next clause, which I will not read in its entirety:

And Whereas an Industrial Inquiry Commission to inquire into those certain matters has been appointed under the said act,...

I have already indicated who was appointed as commissioner.

...and it is in the national interest that the conclusions of the said Commission with respect thereto be carried into effect without delay following receipt of the report of the said Commission, by the

incorporation of those conclusions in the terms of settlement that were entered into following the settlement of the other issues...

May I read now the opening paragraph of clause 3, which is as follows:

Forthwith upon the receipt by the Minister of Labour of the report of the Commission—

I have already defined the commission, and it is defined again:

—the Minister of Labour shall cause copies of the report to be furnished to the Federation and to the Union, and thereupon each collective agreement to which this act applies shall be deemed to be amended by the incorporation therein of the conclusions of the Commission, as set forth in the report—

Let me say now what items are still open. First of all, under section 3(a) of the bill the commission is to inquire into and report upon the size of the work gangs, the sling loads, the use of equipment which is to come into play in the handling of freight in these ports. All of these items of course will affect productivity and go to the question of the increases in wages that were granted in return for certain improvements in productivity. In this matter of improving productivity, the commission—and it is provided in the bill—is to have regard for the health and the safety of the workers.

The further protection of the workers is considered in clause 3(b), which provides that the commission shall look into the question of the call up and the recalling of men.

The commission will also consider the question of job security—which is a very important issue when you are talking about increased productivity—for the union members in good standing on June 1, 1966, and who qualify for the welfare benefits under the plan they have.

The commission is also required, under the terms of reference imposed by this legislation, to have regard to special cases, as determined by the commission.

You may note that by clause 5, even with the findings of the commission, the parties may agree to vary the agreement; and the total agreement will be the terms of reference of June 14, 1966, as they vary the agreement that existed and which expired on 31 December, 1965, and as added to by the findings of the commission. But the parties may still agree to vary that agreement composed of those three elements.