

*Extension of Sittings*

Do not look now, Madam Speaker, we just pulled our goalie and we are only into the second period. But wait, the other team is giving us one of their goalies. Now that is temporary entry! An American firm installs new computerized industrial equipment. A large team of trained computer operators is brought in from the parent company, temporarily, of course. No employee retraining seems to be necessary. The farm team has entered the arena. These computer experts are three to five years temporary and outside the normal labour contracts of Canadian workers in the same plant.

These are facts. Do the rules of fair play in labour relations still apply? Are American workers on long-term temporary entry required to pay a full share of benefit costs, benefits which Canadian communities provide?

Next I draw your attention, Madam Speaker, to Chapter Nineteen. How much will it cost Canadian businesses to play the Can-Am Traders Cup? Chapter 19 describes what will happen if an American business blows the whistle on Canadian business.

If it is a situation involving GATT, there is no problem. It will take about six months for Canadian officials to obtain a resolution to a disagreement. However, under Chapter Nineteen, if a Canadian is defending his or her company against American charges, look out, Madam Speaker, the game just went into overtime.

Article 1904 of the trade deal prohibits Canada from requesting a panel until the U.S. Department of Commerce and International Trade Commission make final determinations approximately one year from the time the petition is presented, then go on to require a bilateral panel to make financial decisions within 315 days from the date it was requested.

What will it cost Canadian businesses to play in this game? Well, according to a retired Canadian trade negotiator, the cost under the trade deal would be prohibitive for many companies. They would face at least one year's legal costs while a petition is before the U.S. Department of Commerce and International Trade Commission. If the Canadian company requested a panel to review a U.S. decision, its legal bill would increase substantially. The company could be required to provide U.S. Customs with securities to cover temporary countervail and dumping duties for as long as 18 months before a panel decision.

The legislation before us makes no effort to compensate or assist Canadian businesses against American harassment through Chapter Nineteen. But then, I suppose that would be considered an unfair subsidy. You see, it is a game that we cannot win.

I have spoken with members of the business community, chief executive officers of successful Canadian companies, businesses keen to get into the game, to score in the Can-Am Traders Cup. Some of them find this legislation, though, more crippling than enabling, more rushed than encouraging. Every time they turn around—

**Mr. Kempling:** Who are you talking to? Give us names.

**Mr. Keyes:** They are coming. Have patience, my hon. friend. Every time they turn around, it is a three on one break for the American industry. They wonder why the rules are not balanced for everyone. The apparel industry is a case in point.

This trade agreement removes from our clothing manufacturers the right to use the highest quality materials from around the world. While these Canadian manufacturers do not compete in quantity, they can definitely compete in quality, until now. Powerful Washington lobbyists have won the provision that Canadian apparel exported to the U.S. must be made only with North American fabrics. This is not free trade but manipulated trade in favour of protectionist interests in the U.S. textile industry.

For example, access to the U.S. market from Hamilton's Copley Group has been restricted by quotas and duties to 2 per cent of the U.S. market, while American companies can compete for 80 per cent of the Canadian market. We suggest that the best the Government could do for the industry is to provide time, time to upgrade and expand worsted wool fabrics, time to establish long-range contracts in the U.S., time to obtain large financial outlay.

Large American companies will score long before one can put a viable team on the ice. By forcing Canadian apparel makers to use American fabrics, this agreement limits the variety and quality available to differentiate Canadian high standards from American mass production. It is clear that the Government has no interest in the maintaining of standards of quality in clothing or in professional certification.