

Air Traffic Controllers

the words "collective agreement" elsewhere, as well as "employee and employee organization". All I want to say is that the English version does not correspond to the French version.

● (2120)

The Chairman: Order, please. I would point out to the hon. member that as usual the definitions in bills are placed in alphabetical order, both in the French version and in the English version; the French definition does not necessarily come in the same order as the English version, but it can be found further down.

[English]

Clause agreed to.

On clause 3—Notice to be given.

[Translation]

Mr. Macdonald (Rosedale): Mr. Speaker, I note a difference in the French version, in clause 3(2). The words "les fonctions de son emploi" are missing, so I suggest that clause 3 be amended by striking out line 10 at page 2 of the French version and substituting the following therefor:

dre, selon le cas, les fonctions de son emploi.

[English]

Mr. Deputy Speaker: Order, please. It is my interpretation that the amendment proposed by the minister is more in the terminology than otherwise. I think it should be considered more as a printing correction than an amendment. The sense is exactly the same. That may be an easier way of solving the problem. Is there unanimous consent to make the correction and accept the interpretation of the minister?

Some hon. Members: Agreed.

Amendment agreed to.

Clause 3 as amended agreed to.

On clause 4—Return to work not to be denied and employees not to be disciplined.

Mr. Broadbent: Mr. Chairman, the central point that we made in the second reading stage of the debate in outlining our opposition to this iniquitous piece of legislation—

Some hon. Members: Oh, oh!

Mr. Broadbent: I wish the Liberal backbenchers would get back to their serious work which is writing newsletters to their constituents.

Some hon. Members: Oh, oh!

Mr. Broadbent: I am sorry, I am probably giving them more credit than they are due. I know it is difficult for Liberal backbenchers to take the civil liberties of Canadians seriously, but some of us are actually trying to practice what we preach.

I said earlier that we oppose this legislation because there is one central part of the package that is objectionable. It is objectionable on the grounds that there was a proposition that

[Mr. Prud'homme.]

according to two legitimate interpretations of the anti-inflation law which is in force in Canada now, it would be possible to conclude that the contract proposal put forward by CATCA, which included a wage increase related to reclassification, was a legitimate one and, second, that such a proposal would not be consistent with the law—

Mr. Baker (Grenville-Carleton): What clause are you dealing with?

Mr. Broadbent: Clause 5.

Mr. Baker (Grenville-Carleton): We are on clause 4

Mr. Deputy Speaker: Shall clause 4 carry?

Some hon. Members: Carried.

Clause agreed to.

On Clause 5—Term of collective agreement extended.

Mr. Fraser: Mr. Chairman, I shall be brief. Consistent with the position I took this afternoon, clause 5(4) indicates that while there is provision for aspects of the schedule as presented in this bill to be altered before an arbitrator, there is a limitation placed on what that arbitrator can do. The arbitrator is confined to making such internal changes in the schedule as he may see fit, but not to allow the aggregate amount allowed under that schedule to be changed.

My point is that we believe it is appropriate that the argument that these prevail, and there was plenty of discussion on that this afternoon and tonight, to the effect that there is an arguable case for a larger amount to be claimed, that the amount over the schedule which is still to be argued ought to be put before an arbitrator because it is against the principles that have been enunciated and confirmed on both sides of the House that this House should determine the final terms of settlement of back to work legislation. As a consequence I move, seconded by the hon. member for Grenville-Carleton:

That subsection 5(4) at page 3 be amended by striking out lines 28 to 32 thereof and substituting therefor the following:

"Of pay and any such variation is binding on the parties to the collective agreement to which this Act applies."

● (2130)

The Chairman: Perhaps while the Chair considers the acceptability of the amendment the committee could hear the Leader of the New Democratic Party with regard to another proposed amendment to which the hon. member referred earlier in his remarks.

Mr. Fraser: On a point of order, Mr. Chairman, I ask the courtesy of the House so that I can clarify one point. The object of the amendment I have put forward is to enable the arbitrator to increase the total amount payable under the schedule and change the specific items under the schedule. Nonetheless, our interpretation of the bill, as it would then stand, is that the result would still be subject to the ruling of the Anti-Inflation Board.