

Government Orders

proposed arbitration, but we decided on final offer selection instead, that is all.

[English]

Mr. Blaikie: Could I have clarification on the process, Mr. Chairman. I understand we are still on clause 8 and we have not proceeded from there.

The Assistant Deputy Chairman: That is correct.

Mr. Blaikie: We need to move to the clause where the amendment can properly be made and the House can properly divide on it and we can proceed from there.

The Assistant Deputy Chairman: I take the occasion to thank the hon. member for his intervention. I was waiting before getting to the next clause to bring to the attention of the House, this being the first occasion in the 35th Parliament that we have sat in committee of the whole, that according to the standing orders on the question of relevancy speeches in committee of the whole must be strictly relevant to the item or clause under consideration. We should be more specific in our deliberations on the clause in question.

I am sure that is something all members will keep in mind. Under the circumstances, this being the first occasion that we are in committee of the whole, I probably extended too much latitude.

(Clause agreed to.)

(Clause 9 agreed to.)

On clause 10:

[Translation]

Mrs. Francine Lalonde (Mercier): Mr. Chairman, I have an amendment. Let me move an amendment and say at the same time that I did hear the minister's answer, but I would still like to have this amendment. I find his proposal interesting, if there were no amendment.

• (1725)

It reads as follows:

That clause 10(c) be amended by adding at the end: "or concludes with the combination that appears most equitable based on the respective final positions of the parties".

If I may add a few words on the exact wording of the amendment, it preserves the final offer and requires the arbitrator to choose between the union's offer or the employer's or to determine a position in between the two which seems more equitable to him. But he does not have the mandate to go beyond that. This is very different from arbitration where the arbitrator has complete freedom.

In arbitration, the arbitrator could decide on 85 cents or 59 cents. He is free. Of course pressure is put on him, but in this case, it is between the two elements of the final offer. This

means that pressure on the two parties would continue in a way that either of them could hope to be the winner.

That is why we are presenting this amendment and we think that it preserves the labour minister's ability to act later and allows for use of the best conditions in the final offer. Under these conditions we cannot say that the final offer was tried, because everyone in all universities will say that the previous conditions were not such that the final offer could be judged.

The Assistant Deputy Chairman: The amendment is in order.

The debate is now on the amendment.

[English]

Shall the amendment carry?

Some hon. members: No.

Some hon. members: On division.

(Amendment negatived.)

(Clause agreed to.)

(Clauses 11 and 12 agreed to.)

On Clause 13:

[Translation]

Mrs. Francine Lalonde (Mercier): Mr. Chairman, this is the first time in a bill that all the costs of arbitration by the government, not arbitration in a collective agreement, are borne by the parties.

I know that these are tough times, but I wonder if it would not have been better to propose an amendment to the code itself, rather than use a special law, which for the first time in such a case will make the two parties pay the costs.

• (1730)

[English]

Hon. Lloyd Axworthy (Minister of Human Resources Development and Minister of Western Economic Diversification): Mr. Chairman, just as a matter of information, under the Canada Labour Code when grievance arbitrators establish such a procedure the parties to the dispute are asked to carry the costs on it.

As the hon. member said, these are frugal times. As part of the discipline that we want to apply to parties in this dispute we expect that if there is a certain cost factor there that we should not ask the public, which has already paid an enormous cost over the past 10 weeks. The parties to the dispute should pay it.

Mr. Vic Althouse (Mackenzie): Mr. Chairman, I wonder if the minister could clarify for us what the points of the dispute are, what the financial differences are between the two parties. Reports in the press say that it is 10 cents the first year, 10 cents the second and a nickel for other benefits. Is that in fact the only thing that is at issue between the two parties at this time?