dispute and the usefulness of appointing an industrial inquiry commissioner. Subsequent to the minister's meetings with the parties in Ottawa on June 22, the Maritime Employers Association advised that it had now decided to initiate arbitration and formally requested Judge Alan Gold, the first arbitrator named in the agreement, to arbitrate the issues in dispute. The union, however, refused to participate in the arbitration hearings which commenced on June 27 last. Union officers with counsel made an appearance at the arbitration hearings which were held on June 29 only for the purpose, they pointed out, of arguing that the issues in dispute could not be arbitrated.

The arbitrator dealt with the four issues that had been submitted to him by the Maritime Employers Association and he concluded as follows:

(1) Insofar as article 501-I is concerned, it is evident that there was a dispute between the parties concerning the interpretation and the application of the collective agreement. Under the circumstances, the men were obliged to continue working in accordance with the order given by management. Their failure to do so is a breach of this clause.

(2) Insofar as article 501-J is concerned, it is equally clear that once these orders were given the President and the business agents of the Union had no right to hinder or stop the progress of the work nor to interfere with the exercise of the company's rights to determine and to direct methods of procedures of operation.

In intervening as they did and in taking the men off the job, the Union, its President and its business agents clearly breached the provisions of this clause.

(3) Insofar as article 6 is concerned, it is clear that the partial and total work stoppages that resulted were in direct contravention and breach of this clause and contrary to law.

(4) Article 911, the issue at the root of this dispute, is in a sense irrelevant in view of the larger issues involved, for even if the union were right in its pretention—which I do not believe—it was wrong to act as it did. It should have had recourse to the grievance procedure, the accepted method of dispute settlement under the collective agreement and the law.

The fact is, however, that on the merits of the question the Union is wrong. If there is ambiguity between article 3 of the old agreement and article 911 of the new it is readily dispelled by the clear terms of the Memorandum of April 3rd, 1972.

Under the proper construction of the new agreement and the Memorandum I must conclude that management's stand was correct. Whatever the practice may have been before, it is clear that under the new regime (including the transitional period awaiting the installation of the computer) the practice was to be changed.

In the result, I find that at all times material article 911 was in effect and the construction put upon its terms by management was in conformity with the agreement between the parties and that the orders given to the workers as a result were lawful and should have been obeyed.

Following the release of the arbitrator's report, from which I have just quoted, the International Longshoremen's Association decided that they would not accept the arbitrator's award.

On June 30 last the minister dispatched the deputy minister, Mr. Bernard Wilson, and the Assistant Deputy Minister for Industrial Relations, Mr. W. P. Kelly, to Montreal to arrange meetings with the Maritime Employers Association and the International Longshoremen's Association, and, if possible, to mediate conditions that would enable the ports to be reopened.

The key issues apparent in a return to work were: The lifting of the suspension of the employees by the employers; agreement by the union and the employees to accept the arbitrator's awards and return to work, and the calling back to work of the employees as and when work became available. Of course, the most important item had to do with the job security provisions of the collective agreement.

• (2130)

Officials of the department conducted intensive mediation over the holiday weekend and when it was evident the parties could not reach agreement they submitted a detailed proposal recommending the conditions which should prevail to bring about lifting of the suspensions and a return to work. The recommendations were to be submitted to union meetings on July 4, and the Maritime Employers Association was to consider the proposal the same day. I do not think I need outline what these proposals were because they have been given considerable public attention.

On July 5 the Maritime Employers Association informed the Minister of Labour that they would accept the proposals of the mediators. On the same day, however, the Montreal local of the ILA rejected clause 3 of the proposals dealing with job security—and this relates to the provision contained in clause 7 of the bill—and, although the Trois-Rivières and Quebec locals accepted the proposals, they did so with the proviso, also stipulated by the Montreal local, that legal proceedings initiated by the employers be dropped.

The question of legal consequences had not formed part of the mediators' proposals.

Accordingly, work has not recommenced at the ports in question, and the Minister of Labour in consequence introduced Bill C-230 in the other place yesterday. The purpose of this bill now before the Senate is to express public concern at the economic hardship created by the closure of the St. Lawrence River ports, and to ensure the reopening of these ports without further delay.

The bill requires that the Maritime Employers Association resume operations at Montreal, Trois-Rivières, and Quebec as soon as this bill comes into force. It also requires that the Longshoremen's Association direct its members to return to work forthwith.

Specifically the bill requires that union officers inform their members that any strike declaration, authorization, or direction previously given is invalid. All union officers must also comply with any order or request for the dispatch of longshoremen.