

*Maintenance of Ports Operations Act, 1986*

In order to provide Hon. Members with some perspectives on this dispute it may be instructive if I briefly recount the findings of the Conciliation Commissioner who dealt with this dispute, Mr. Dalton Larson. In his report, Mr. Larson made recommendations dealing with all of the contentious issues, including wages, container handling, bulk terminal operations, pensions, hours of work and automation protection. Conciliation Commissioner Larson recommended a three-year agreement effective January 1, 1986, to December 31, 1988, with a wage freeze in the first year, a 2 per cent increase on the base rate in the second year, and a 3 per cent increase on the base rate in the third year of the agreement.

By far the most contentious issue, and the one which the Commissioner labelled "a singular impediment to the successful conclusion of the new collective agreement", is the container handling clause, article 26.05 of the collective agreement. This clause, which provides the union with jurisdiction over the stuffing and destuffing of consolidated cargo containers which are destined for or come from any point within the Vancouver local area or the Prince Rupert port area, places the Port of Vancouver at a competitive disadvantage with major United States ports such as Seattle and Tacoma.

The BCMEA feels that the removal of the limitations represented by the container clause would sharply increase the amount of container traffic and thus the amount of skilled work available to the union. This view is shared by the Vancouver Port Authority, the Vancouver Board of Trade and a number of shipping lines. From its point of view, the ILWU views the employer's claim with scepticism and is concerned that if the forecast of increased traffic predicted by the BCMEA is wrong the union will have surrendered jurisdiction over a substantial part of its present work with little hope of winning it back.

I think it would be worthwhile at this point to briefly review the situation pertaining to the container clause since its inclusion in the collective agreement in 1970. While the clause was negotiated into the collective agreement with the expectation that it would maximize work opportunities for longshoremen, it has actually proven to have had the reverse effect. With the advent of the container handling clause in the collective agreement, shippers began to move their containers through Seattle and other west coast ports and then truck them to Vancouver to avoid the effect of the clause. While the amount of container traffic to the Port of Vancouver has increased marginally over the past decade, it has lagged considerably behind the increase in the amount of Canadian container cargo handled via the ports of Seattle and Tacoma. Reliable sources have estimated that as many as 80,000 containers shipped through American west coast ports each year are destined for Canada.

The container clause has been the subject of a number of reports and studies by various interest groups. In 1982, a committee of two, one representing the BCMEA and the other

representing the ILWU, was appointed to make recommendations concerning the container clause. The report of that committee, co-authored by the current ILWU Canadian Area President, Mr. Don Garcia, recommended a one-year moratorium on the container clause with a monitoring of the related effects on container traffic through the Port of Vancouver and employment opportunities for longshoremen in the Port of Vancouver. That recommendation was subsequently rejected by the ILWU caucus.

During 1985 a larger committee was appointed by the parties to review the container handling issue and attempt to measure the amount of container work being done by longshoremen. Meetings were held from time to time from March to October of 1985 and options regarding the form of employment safeguards which would be required to replace the current provisions were explored.

In his recommendations for resolving the current labour dispute between the parties Mr. Larson recommended that the container clause be eliminated, on the condition that the BCMEA guarantee that the number of hours available to be worked on the containers in any year be fixed at 725,000. In the event that the hours fall below that number, the BCMEA would be required to pay any shortfall at straight time rates to trustees for the benefit of active members of the ILWU to compensate for actual work opportunities lost. The Commissioner also suggested that the guarantee should continue indefinitely until the employer is able to convince the union that there is no longer a need for it.

• (1530)

In other areas, the Commissioner has recommended the extension of the mechanization and modernization supplementary pension agreement to all union members without restriction as to when they joined the union, an increase in the employer contribution to the welfare plan, and increased flexibility in the deployment of dock gantry crane drivers as part of the regular workforce. Commissioner Larson recommended against the employer's demand for a comprehensive new system for bulk terminal operations and instead proposed a revision of work rules to allow for holding over a crew to the next shift to complete unloading procedures at overtime rates.

*[Translation]*

Mr. Speaker, the Bill before Hon. Members today, namely the Maintenance of ports operations Act, 1986, orders the immediate resumption of longshoring and related operations in the West Coast ports. The longshoremen will return to work under the terms set forth in the report of the conciliation commissioner, Dalton L. Larson, with the sole exception of matters related to container handling.

Mr. Speaker, the Bill provides that, if the parties to the collective agreement are unable to agree on the interpretation or incorporation of any of the conciliation commissioner's recommendations regarding the collective agreement, a referee may be appointed to interpret the amendment for the purpose of incorporating it in the agreement and/or to determine the