In support of this suggested substitution in your proposed sub-clause (2) of clause 365 we would draw to your attention the fact that many collective agreements now in existence between employers and our affiliated organizations provide for their automatic renewal from year to year unless either party indicates its desire to amend the contract on renewal. It is also true that labor relations laws in all jurisdictions in Canada provide that, in spite of anything contained in the agreement, the contract shall be extended without amendment throughout any period of negotiation and conciliation. The time for strike action is not generally provided in these laws as being the point at which the contract terminates, but the point in time after a due lapse of a certain number of days following the completion of the conciliation procedure. Thus it appears to us that the provision in the labor relations law for the exercise of the right to strike is not geared directly to the termination of the collective agreement, but to the *failure to conclude an agreement or to obtain amendment or renewal* of the existing agreement after all means of negotiation and conciliation have been exhausted.

More particularly, the Industrial Relations and Disputes Investigation Act avoids any mention of the termination of an agreement in laying down the conditions which must precede the taking of strike action. Section 21 of the Act reads, in part: "Where a trade union on behalf of a unit of employees is entitled by notice under this Act to require their employer to commence collective bargaining with a view to the *conclusion or renewal or revision* of a collective agreement, the trade union shall not... declare or authorize a strike of the employees in the unit,... until..." The succeeding subsections (*a*), (*b*), and (*c*) lay down the precedent conditions to the taking of strike action.

The Ontario Labour Relations Act, while attempting to fix certain specific times when collective agreements become operative and cease to operate, relies, as does the federal statute, upon compliance with certain precedent conditions before a trade union may exercise the right to strike. Section 49 (1) reads, in part: "Where a collective agreement is in operation no employee bound by the agreement shall strike..." Section 49 (2) reads, in part: "Where no collective agreement is in operation no employee shall strike... until a trade union has become entitled to give and has given notice under section 10 or ... (Section 38)... and conciliation services have been granted and seven days have elapsed after the conciliation board has reported to the Minister."

Noting these examples of federal and provincial statutes which serve to set forth the precedent conditions which trade unions must comply with prior to taking strike action, we are of the opinion that the word "termination" in the proposed subclause to clause 365 is not desirable or adequate. We respectfully suggest that further consideration be given to this matter and that the alternate wording suggested above be carefully considered.

It may, on the other hand, be considered more satisfactory and the wording of the proposed subclause made more specific if a modification of the language of the Industrial Relations and Disputes Investigation Act were used.

A further alternative, of course, might be to define "termination" for the purpose of this subclause.

These suggestions, of course, also apply equally to proposed subclause (6) of clause 372.

Yours very truly,

PERCY R. BENGOUGH,
President
The Trades and Labor Congress of Canada.