

one which must exist. However, clause 6, which gives the minister authority to enter into an agreement with an employer or a group of employers, makes no reference at all to the individual concerned—to whether he ought, or ought not, to be undertaking a training program. This is an essential difference and one which should be borne in mind in terms of two aspects of the bill as they are set forth in clauses 4 and 5 together and in clause 6.

• (1450)

I am not quarrelling with the principle that the minister should have authority to enter into agreements with employers or employer groups. I understand there are two aspects of the program. There are occupational training courses which are operated by an employer within his own premises and, second, there are situations in which an employer can arrange to send an employee to an institution for training and be reimbursed for costs so incurred. It seems to me there is an essential element missing from the minister's proposals, and that its absence warrants some changes being made in the bill when it reaches the committee stage. I suggest that, to the extent that the new arrangements for entering into contracts with private employers fails to provide for direct contact with individual trainees, an important safeguard is missing, even if one considers the matter from the point of view of protecting the public purse alone. In addition to being satisfied that the employer concerned has consulted the government of the province in which the trainee is located before a contract can be entered into, there should, in my view, also be a provision that the minister must be satisfied that the employer has entered into consultation with the certified bargaining agent of the employee before he can enter into a contract. In my opinion, the minister should consider adding to the new clause 6(3), after the part which states that the minister must be satisfied that the employer has consulted with the government of the province, something along these lines: "and with any certified bargaining agent or agents of the employees of the employer, or the group or association, as the case may be."

I am not putting this idea forward out of a vacuum, as it were. I am advancing it partly because the proposed new clause 6 would remove the prohibition against entering into contracts in which the minister agrees to pay an employer the cost of on-the-job training in skills only useful to that employer. The minister will recall that there is a provision in the present section 6 of the act which gives general authority to enter into an agreement, subject to a subsection which states:

The minister shall not enter into a contract with an employer described in subsection (1) with respect to training of adults employed by that employer, that is, training on the job, or in skills useful only to that employer unless he is satisfied that such training is necessary because of technological or economic changes affecting that employer which would otherwise result in loss of employment by the adult being trained in the course.

This is not an inconsequential matter if one thinks in terms of safeguarding tax money provided by the citizens of Canada for training programs which directly involve individual private employers and which is connected presumably with their attempt to improve the efficiency of their operations. The safeguard is also important as a means of discouraging employers from simply using the

Adult Occupational Training Act

mechanism provided by this act in order to enhance their own private positions as a result of the expenditure of public funds. Perhaps no more effective safeguard could be provided than to require that the minister must be satisfied in all cases where a trade union is certified that the union has been consulted.

The proposal in this legislation, if I understand it correctly, is designed to make possible a more permanent application of some of the features of the on-the-job training program. This has given rise to some concern in the ranks of certain trade unions, because these arrangements have been used in such a way as to interfere with terms which have been negotiated as part of union agreements.

• (1500)

In some cases in Canada—this is a matter that can be gone into in depth in committee more effectively than one can discuss it in a speech on the floor of the House—very detailed contracts, agreements or memoranda of agreement have been worked out plant by plant with some employers which provide for on-the-job training of employees as a matter of course. As part of the collective agreement it has been deemed to be to the mutual advantage of employer and employee that the employer, without any assistance from the public purse, has a continuing program of training for his employees for upgrading their skills, so the employer always has available a work force which is expert in the skills which it performs in the plant.

In some cases these agreements in their genesis go back over a number of years. As a result of experience during the course of time, they have been upgraded and improved. To my knowledge, during the past winter, through the on-the-job training program and without any knowledge whatever coming either from the employer or the officials in the minister's department, the employers in effect, started to interfere with what was and has been accepted as being normal practice in the plant under memoranda of agreement between trade union and employer.

I suggest to the minister that, quite apart from anything in the legislation, as a matter of administrative practice—I am sure that under the act which set up his department the minister has this authority—it should be routine for the management of a local manpower office to advise and consult with established trade unions who are certified as the bargaining agents for employees in the particular plants or activities carried on by employers in their area of operation.

Apart from any legislative requirement for consultation by the employer, manpower offices should be a source of information. There should be a two-way flow of information between manpower offices and local offices of trade unions lying within their area of operation. This has not always been universal practice across the country and has led to unnecessary misunderstanding and confusion about what has been actually going on in regard to the work force of the area concerned. I suggest that this question could best be dealt with in detail in committee, but I put the matter forward now in the hope that the minister and his advisers will give the situation very serious consideration and that opportunity will be given