Finally, there is the Saskatchewan Trade Union Act—where there is also a New Democratic government—that allows it sometimes when a strike has continued for 30 days. A time limit is put on it. The trade union, the employer or the employees involved in the strike representing at least 100 persons or 25 per cent of those in the union, whichever is less, may apply to the Labour Relations Board for a vote on the employer's final offer.

Every affected employee who has not secured permanent employment elsewhere is eligible to vote. The vote is held at the discretion of the board. It may be ordered only once for any strike.

The minister suggests that the amendments proposed in Bill C-101 would serve the public interest through providing—in addition to what I believe he said was conciliation and other mechanisms available under the legislation—a means that would assist in the settlement of bargaining disputes. I agree with him.

I believe that his interpretation of the bill coincides very closely with mine and that, generally, of my party. Nevertheless, neither clause specifies what person or body other than the Canadian Labour Relations Board, the CLRB, or the Public Service Staff Relations Board, the PSSRB, as the case may be, might be charged with conducting the last-offer vote or for what reason or on what basis an entity other than the relevant board would be selected.

The proposed amendments should be entered into the record so that there is no misconception on either side as to precisely what we are dealing with:

> B. Proposed Amendments to Minimum Employment Standards.
>
> 1. The Relationship Between Collective Agreements and Part III of the Canada Labour Code: Clause 13.
>
> Clause 13 would amend section 168 of the CLC by adding proposed section 168(1.1). This proposal would require that Divisions II, IV, V, VIII (Minimum Wages, Annual Vacations, General Holidays and Bereavement Leave, respectively) not apply to parties to a collective agreement that provided employees with rights and benefits at least as favourable as those provided under the stated Divisions of the Code in respect of length of leave, rates of pay and qualifying periods for benefits. Further, such employees would access the grievance and rights arbitrations provisions of the collective agreement for the settlement of disagreements related to those matters.
>
> It is a generally prevailing principle that minimum employment standards are exactly that—minimum standards. Further it is generally understood that these standards provide a "floor" from which unions often negotiate relatively more generous benefits. The proposed change would clarify that collective agreement provisions would prevail over select legislated provisions of part III of the Canada Labour Code in cases where the terms of the collective agreement at least met the code's requirements or annual vacation entitlements, general holidays, bereavement leave or minimum wage rates. Generally, collective agreement provisions exceed legislated provisions in these areas.
>
> The grievance procedure would be used in seeking redress in disputes related to these benefits. However employees in a non-unionized work environment who lack access to a grievance procedure could seek redress through either Labour Canada or the courts.

The modifications for maternity leave as outlined in this bill would cover approximately 700,000 men and women across Canada. We believe in this party that a fairly substantial group, nearly 200,000 additional women, could be covered through an amendment to clause 26 of the bill simply by adding immediately after line 8 on page 17 the following: "Section 206.2 Notwithstanding any provisions in this Part, sections 204 to 206.1 apply to a department within the meaning of the Financial Administration Act".

• (1610)

My colleagues, the MPs for Ottawa West and Kenora—Rainy River, will be joining in this debate. My colleague for Ottawa West who is the Liberal critic for the Public Service will deal with this question more clearly and in more depth.

I am quoting the minister: "Bill C-101 in its original form seeks to increase efficiency, competitiveness and prosperity for Canadian workers and also would extend the role of the federal government in fostering a productive and more aggressive labour-management climate." These are all very worthy goals to which I lend my unqualified support.

In general terms, the proposals, most of which were developed over a two-year period through consultation between employee, employer and the Canadian Labour Congress, which spoke for the unions are broadly acceptable. I say that they are broadly acceptable to all parties.

Organized labour however feels that there ought to have been consultation over the issue of the vote on an employer's last offer. I think that possibly if there had been more consultation, we might have been able to arrive at an agreement which was just about like the one that is in here but that option was taken from our hands.