Clause 6 of Bill C-230 reads:

> During the term of the collective agreements to which this Act applies,
>
> (a) no employer shall declare or cause a lockout;
>
> (b) no person who is an officer of a union shall declare or authorize a strike; and
>
> (c) no person who is ordinarily employed in longshoring or related operations at any of the ports of Montreal, Trois-Rivières and Quebec and who is bound by a collective agreement to which this Act applies shall participate in a strike.

This clause merely repeats what is already provided in the sections of the Canada Labour Code which I have already read.

I come now to clause 7 of the bill. There is something special in this clause. It reads as follows:

> (1) The collective agreements to which this Act applies continue to be binding in accordance with their terms—

That is obvious.

> —except that the job security plans set out therein and all provisions that relate to or affect the operation of those plans, to the extent that they relate to or affect the operation of those plans, are of no effect until such date as is specified in an award made by an arbitrator pursuant to subsection (2).

• (1100)

> (2) An arbitrator selected or chosen as provided in the collective agreements to which this Act applies is hereby empowered, on the application of an employer, a union or the Minister of Labour, to make an award
>
> (a) fixing the date on which the job security plans set out in the collective agreements to which this Act applies and all provisions that relate to or affect the operation of those plans, shall come into effect; and
>
> (b) making such modifications to those plans and those provisions as in his opinion are required to give effect thereto on and after the date fixed by him.

This is, of course, a problem that has been created by the strike, and especially by the length of the strike. The problem is really private, not public; it is only incidental and consequential. I agree that possibly we are helping to clear the air in order to solve a difficult situation by providing for an adjustment of the job security plans included in the collective agreement and which, because of the strike, are impossible to implement at this time, since the funds have not been provided by the contributions of the employees because of their work stoppage.

I would go so far as to suggest that this is outside the competence of Parliament. It is really the problem of the parties themselves. We are saying, "Well, in view of the fact that you will have this problem, we are going to provide for an arbitrator who will try to adjust this plan to the circumstances that have been created by the length of the strike." In any event, I suggest to you, honourable senators, that if we had only this problem to deal with it did not justify the passage of special legislation by Parliament.

Clause 8 is also to some extent related to the problem of the plans. It provides:

> The Minister of Labour may refer any matter in dispute between an employer and a union to an arbitrator selected or chosen as provided in the collective agreement to which this Act applies where the employer or the union could have so referred the matter but failed to do so in a time that, in the opinion of the Minister, was reasonable having regard to the nature of the dispute.

As I say, this is related to the problem of job security, but it is wider in the sense that if a party to the collective agreement has a grievance and does not refer it to arbitration, the minister may do so. It seems to me to be childish.

We here have a case in which the union and the longshoremen thought they had a grievance. I am not too sure they thought they had a good grievance, but they thought they had a grievance, and they did not go to the arbitrator as provided in the collective agreement but decided rather to go on strike. It was their own business. Now it is said that the minister may refer the matter to an arbitrator.

I do not know what clause 8 will accomplish. If it is as successful as the last attempt—when the matter was referred to Judge Gold for decision, and his decision was completely disregarded and ignored by the union and its members—I do not see what it really can accomplish. It is already provided in the legislation that if you have agreements you go to an arbitrator, and you do not go on strike.

Honourable senators, I am coming now to the last clause, which reads simply:

> This Act shall come into force on the day immediately following the day it is assented to and expires on the termination date of the collective agreements to which this Act applies or on such earlier day as may be fixed by proclamation.

Of course, this is simply an operative provision. It means that the act will come into force probably tomorrow, and that it will apply during the period of the collective agreement. It will be remembered that these collective agreements were signed on March 30 last for a period of three years. But these collective agreements were governed, and were to be governed for their duration, by the Canada Labour Code. If I am correct in stating that this bill adds nothing to, and changes nothing in, the Labour Code then, whether you say this in clause 9 or not is completely immaterial.

I have been trying really to find out what we are attempting to achieve. Of course, the argument may be made that, although the bill does not provide any specific penalty, the minister has indicated that he is counting on the application of section 115 of the Criminal Code, which provides:

> Every one who, without lawful excuse, contravenes an Act of the Parliament of Canada by wilfully doing anything that it forbids or by wilfully omitting to do anything that it requires to be done is, unless some penalty or punishment is expressly provided by law, guilty of an indictable offence and is liable to imprisonment for two years.

Section 646 of the Code gives an option to the judge to impose a fine in lieu of the imprisonment provided here.