

*Canada Grain Bill***INVESTMENT COMPANIES BILL****FILING OF STATEMENTS AND INFORMATION, QUALIFICATIONS AND DUTIES OF AUDITORS, TRANSFER OF SHARES, ETC.**

The House proceeded to the consideration of Bill C-3, respecting investment companies, as reported (with amendments) from the Standing Committee on Finance, Trade and Economic Affairs.

Hon. Allan J. MacEachen (for Minister of Finance) moved that Bill C-3, respecting investment companies, as reported (with amendments) from the Standing Committee on Finance, Trade and Economic Affairs, be concurred in.

Motion agreed to.

Mr. Speaker: When shall the said bill be read the third time?

Mr. Baldwin: By leave, now.

Mr. Speaker: Is this agreed?

Some hon. Members: Agreed.

Mr. MacEachen (for Mr. Benson) moved that the bill be read the third time and do pass.

Motion agreed to and bill read the third time and passed.

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CANADA GRAIN BILL**ESTABLISHMENT OF COMMISSION, PROVISIONS RESPECTING GRADING LICENCES, ELEVATORS, ETC.**

The House proceeded to the consideration of Bill C-175, respecting grain, as reported (with amendments) from the Standing Committee on Agriculture.

Mr. Knowles (Winnipeg North Centre): Mr. Speaker, there are some amendments to be moved, are there not?

Mr. Speaker: Since the hon. member for Assiniboia (Mr. Douglas) is not in the House, perhaps hon. members will agree to consider motion No. 2, in the name of the hon. member for Crowfoot (Mr. Horner).

Some hon. Members: Agreed.

Mr. J. H. Horner (Crowfoot): I move:

That Bill C-175, an act respecting grain, be amended by deleting Clause 41 and by renumbering the subsequent clauses accordingly.

I only hope, Mr. Speaker, that all hon. members will lend an ear to what is said on this important amendment. Clause 41 of the bill as now drawn would constitute an entirely new approach to legislation affecting grain in Canada. There is nothing like it in the old Canada Grain Act. Perhaps I ought to say, first of all, that the bill sets out the powers and objectives of the Board of Grain Commissioners. Clause 41 constitutes a new departure inasmuch as it includes a new provision under which the Board of Grain Commissioners may stop payment on stored grain if there is a labour stoppage on the part of

[Mr. Turner (Ottawa-Carleton).]

certain employees. The idea here is that if grain is not in a position from which it can be delivered, the fault must therefore lie with the elevator companies and storage payments to them ought to be stopped. This clause will seriously affect the whole question of wage negotiations conducted through the process of bargaining. Clause 41 provides that storage charges will be paid for the first seven days, but if there is a dispute they will not be paid thereafter. From my reading of subclause 2 or clause 41, it is apparent that the payment of storage charges will cease after seven days under certain conditions.

At present, the government is greatly concerned about holding the line on costs in our society. It wishes to hold the line on cost inputs and, without doubt, labour costs are part of these inputs. In my opinion, clause 41 strengthens the hand of the unions and those negotiating on behalf of labour. It would strengthen their hand at the negotiating table. The clause provides categorically that, under certain conditions, storage payments will cease after seven days. In other words, the clause would encourage elevator companies to come to a settlement in any dispute before seven days, so that the storage payments would not be cut off.

The Manitoba pool elevator companies submitted a brief to the Standing Committee on May 26, 1970. On page 7 of the brief there is a reference to the question of wage negotiations. Also, United Grain Growers Limited, which has its head office in Winnipeg, wrote to the minister. A copy of the letter was sent to the Chairman of the Standing Committee on Agriculture. The letter contains this reference to clause 41 of the bill:

● (3:50 p.m.)

Section 41 of Bill C-175 could provide unions with undue advantage over terminal operators in any wage negotiations. We would suggest that while the holder of a warehouse receipt could be inconvenienced by an elevator labour stoppage, the elevator operators continue to incur the bulk of storage expenses throughout the period of a stoppage; and it would be prudent for the Act to limit specifically the Commission from reducing maximum storage charges to less than fifty per cent of the regular charge. We would further suggest that in the interests of producers, who in the final analysis pay the cost of elevator employee wages, maximum tariffs must be set at a level sufficient that undue bargaining leverage will not come into force.

The letter as written and signed by Mr. Runciman, the president of United Grain Growers Limited, and was sent to the Standing Committee on Agriculture. I am sure the minister has a copy. The Manitoba pool and the United Grain Growers are owned by the producers. I quote what the North-West Line Elevators Association had to say:

Section 41 of the proposed Bill is an extraordinary piece of legislation. It is the opinion of this Association that this entire Section should be removed from the Bill rather than amended. Our reasoning for so recommending are fears of the harmful effects that this Section will have in promoting higher wage settlements to the detriment of producers. It should be noted that the bulk of the expenses incurred in storing grain in terminal elevators continue to be incurred whether the plant is operating or not.

The North-West Line Elevator Companies Association operates a series of elevators in the three Prairie provinces. They primarily operate under the title, the Pioneer Grain Company. I could read many, many submissions