

*Canada Labour Code*

tion occurs from which management could not have protected the employer, then in many cases the contractual clause would say that this was beyond the control of management and therefore was not its responsibility.

In the original bill technological changes were all to be negotiated. I think that before this bill passes, the minister will have to give very serious consideration to several changes. First, I believe he will have to give consideration to reopening all existing contracts to allow negotiations, because we will find that many companies will anticipate when this bill might be passed and will be signing three-year contracts for each of the exemptions which are included in the bill. They will not be able to reopen until the open period and 90 days' notice from the employer as to the number of changes and number of people affected.

In all fairness, and in order to provide harmony in industrial relations, I believe it will be necessary to treat all contracts after the coming into force of this act in exactly the same way, so that all technological changes which are made will meet the requirements of this act although the contract may have been signed a year or so prior to the passage of the legislation. I say this in the hope that the minister will give consideration to establishing that kind of harmony, because I can see many employers making a contract available to their employees now and anticipating technological changes which will not be covered by this legislation unless it applies to all contracts.

The minister has exempted collective agreements which contain provisions designed to cushion the impact of change. I am not certain what that means. I hope it does not mean what it meant in respect of the Unemployment Insurance Act, where we found if severance pay agreements had not been negotiated which cushioned the impact of the shutdown or closure of a particular property, this was taken out of unemployment insurance. I hope this exemption of collective agreements which contain provisions designed to cushion the impact of change does not mean that anyone who has worked out any type of agreement, such as in the automobile industry or in a number of other industries, will not be eligible for the provisions of the act.

Secondly, there is reference to provisions in the collective agreement for the negotiation and settlement of problems arising from technological change. I do not see much difference in the first and second reference. If the collective agreement contains these provisions, I presume they were negotiated and that the problems were settled as they arose. It may be that some of these changes have been anticipated, as in the automobile industry. However, I believe there is a similarity in these two exemptions.

Third, there is reference to notice in writing of the change being given during the open period of the contract. I do not think one of the most difficult jobs the union negotiator would have would be being faced with the proposition of a 90-day clause indicating that an approximate number of people would be affected in a substantial way. I can see in the open period a good deal of digging up of technical changes which might be expected for the next three years, whether real or imaginary.

I am sure the minister will agree that the greatest fear and one of the difficulties which exist in negotiations is

that of the person who does not know whether he will have a job tomorrow. It is all right to say we will retrain him and provide him with alternative employment, but when he looks around and sees a lot of people unemployed and knows that the retraining he will be given will fit him for a job for which an unemployed person is already looking, he finds he is in a very serious position. I suggest that when it is indicated there is an approximate number of people who will be substantially affected by a change, this will cause undue fear and reluctance on the part of the worker to accept anything but an immense increase in his wages.

I worked for several years in the mines. When you take out the first ton of ore from a mine, whether the Inco mine in Sudbury or a small mine at the end of the road such as the one I worked for, you are that much closer to the closing of the mine. It is always anticipated that the mine will close. However, you always had the same chance a player has when playing poker. The mine might not close next year or the year after. You know it will close, but you could play the odds that it would not close now or while you needed a job. You would at least have a fair shake. But where in one area it is decided there is to be a technical change which will obliterate a substantial number of jobs without an alternative being provided, I am sure the employees who are affected will be exceedingly agitated and will probably make exorbitant demands to compensate for the fear they have in respect of the insecurity of their employment.

• (2150)

Mr. Speaker, I should like the minister to tell us why management felt this provision was going to be advantageous to them. Management is as involved in industrial relations as labour. If they have an unhappy labour force, then obviously management is unhappy. If a technical change occurs in industry, it is often reflected in the front office.

It is interesting to note that in companies where there is a very large turnover in the work force because of technical change, there is also a turnover at the management level. In some of the electronics industries it is said that when the American bosses come to the plant they will almost always end up with new management and new technical people in the front office. I wonder if the minister found any particular warmth in the exemptions he made, and why it was not an advantage to leave technical changes to the normal provisions of the fact so that on 90 days' notice negotiations can commence and go all the way through the process to arbitration or strike if necessary. Would that not be more advantageous than using the open period for this type of award which will obviously get mixed up with all the other changes that are suggested?

Mr. Speaker, as other hon. members have said, the federal government affects only a small portion of the Canadian work force. I would agree that a large part of the Canadian labour force is not going to be involved in any case where there is collaboration between labour and management. I think this is a sad state of affairs. A previous speaker mentioned the right to work, which probably carries a great deal of weight with many of the entrepreneurs of this nation. A lot of people are not cov-