persons on whose behalf the agreement was entered into.

(3) Every party to and every person bound by the agreement, and every person on whose behalf the agreement was entered into, shall comply with the provision for final settlement contained in the agreement and give effect thereto.

That is section 125 of the Canada Labour Code, and I put it on the record in order to establish, even if there had been no provision contained in the collective agreement, that the code requires that no strike should take place, and that all disputes pertaining to the interpretation or implementation of the collective agreement should be dealt with through compulsory arbitration. Therefore, we are not only faced with a private contract between the union and management, but are governed by a public rule, which is to be found in the Canada Labour Code. For this dispute was not a private dispute. It was a public problem right from the beginning, the origins of which, as I said, go back more than 50 days.

• (1050)

Of course, the management had recourse to the courts, and we all know that injunctions were granted, one by the Superior Court of Quebec ordering the men back to work. It is quite obvious that the injunctions were based on the provisions of the Canada Labour Code. Those injunctions were not obeyed. They were not respected by either the union leaders or members. Under the Code of Civil Procedure of Quebec, if one does not obey an injunction or order of the court, one is in contempt of the court. Section 51 of the Code of Civil Procedure provides as follows. I hope that I have the latest text, but I shall read what I have:

> Except where otherwise provided, anyone who is guilty of contempt of court is liable to a fine not exceeding five thousand dollars or to imprisonment for a period not exceeding one year.
>
> Imprisonment for refusal to obey any process or order may be repeatedly inflicted until the person condemned obeys.

That means that every day, from the day the injunction is granted, the court may pronounce a sentence of a fine not exceeding $5,000 or imprisonment for a period not exceeding one year, and it applies not only to the union leaders but to every member of the union who refuses to go back to work.

What does Bill C-230 provide? Clause 2 is an interpretation clause and need not be discussed. Clause 3 says:

> Forthwith upon the coming into force of this Act, each employer shall resume longshoring and related operations at the ports of Montreal, Trois-Rivières and Quebec.

As we know, this clause is not necessary because the employers have always been ready to resume longshoring and related operations.

Clause 4 says:

> (1) Each person who was an officer of a union on May 16, 1972 and each person who is an officer of a union on the coming into force of this Act shall forthwith give notice to the members of the union of which he was or is an officer, who are ordinarily employed in longshoring or related operations at any of the ports of Montreal, Trois-Rivières and Quebec that any declaration, authorization or direction to go on strike declared, authorized or given before the coming into force of this Act is invalid.

This is the case under the Canada Labour Code whether or not it is included in this bill.

Section 128(1) of the Canada Labour Code reads as follows:

> Except in respect of a dispute that is subject to the provisions of subsection (2),
>
> (a) no employer bound by or who is a party to a collective agreement shall declare or cause a lockout with respect to any employee bound by the collective agreement or on whose behalf the collective agreement was entered into, and
>
> (b) during the term of the collective agreement no employee bound by a collective agreement or on whose behalf a collective agreement has been entered into shall go on strike and no bargaining agent that is a party to the agreement shall declare or authorize a strike of any such employee.

That is the only part of section 128 that is applicable in this instance. Section 128(2) does not apply, so I shall not read it. Clause 4, therefore, merely repeats what is already set out under the Canada Labour Code.

Clause 5(1) states:

> Every 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, when so required, return to the duties of his employment.

Why say that? They are already so required by section 128 of the Canada Labour Code to which I just referred. Why say "when so required" when they are already required? They have been required to return to work from the time the strike first began. Under the law, this has been an illegal strike right from the beginning. Why should we say that they shall return to work when so required? They are already required, and have been so required from the beginning.

Clause 5(2) states:

> No officer of a union shall in any manner impede or prevent or attempt to impede or prevent any person to whom subsection (1) applies from complying with that subsection.

Section 128 of the Code does not mention an officer of a union, but section 147(4) provides:

> Every officer or representative of a trade union who contrary to this Part authorizes or participates in the taking of a strike vote of employees or declares or authorizes a strike contrary to this Part is guilty of an offence and liable upon summary conviction to a fine not exceeding three hundred dollars.

I suggest to you, honourable senators, that clause 5 does not add anything to the law.