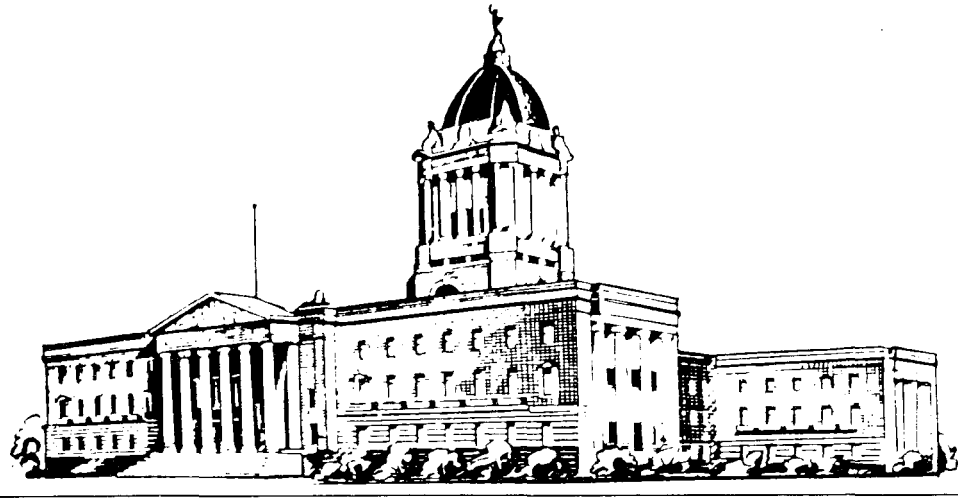
Legislative Assembly of Manitoba

HEARINGS OF THE STANDING COMMITTEE

ON

INDUSTRIAL RELATIONS

Chairman
William Jenkins, M.L.A.
Constituency of Logan



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THE LEGISLATIVE ASSEMBLY OF MANITOBA
STANDING COMMITTEE ON INDUSTRIAL RELATIONS
8 p.m., Wednesday, March 10, 1976.

CHAIRMAN: Mr. William Jenkins

MR. CHAIRMAN: Committee come to order. First presentation this evening is on behalf of the Newspaper Guild of Winnipeg, Mr. Stephen Riley. Would you proceed please, Mr. Riley.

MR. STEPHEN RILEY: Very good Mr. Chairman.

Mr. Chairman, Members of the Legislature, ladies and gentlemen, I wish to thank you for the opportunity you have given our union, The Winnipeg Newspaper Guild, to appear before you tonight. Rather than present to you a brief which covers a broad range of subjects which are of direct interest to us, we have chosen to commend to your attention only one matter -- but one which has been a matter of deep concern to the guild. I trust this brief may cause you to share in that concern and that you will give our proposal full and urgent consideration for submission to the legislature as a proposed amendment to the Manitoba Labour Relations Act.

Briefly, gentlemen, we urge that the Act provide discretionary power for the Minister of Labour or the Cabinet to impose a compulsory first contract upon a company and the certified bargaining agent for employees within that company, should all other means of reaching a settlement appear to be failures.

We note with some disappointment that the Minister has seen fit to exclude such a provision from his information brief concerning possible changes in Manitoba's Labour Legislation. We have been here before to ask that compulsory first contract legislation be enacted and we appear again tonight to urge you even more strongly to do so, despite our awareness that this type of proposal may not rest easily with some of you or with certain labour leaders.

It may be seen to conflict, to a certain degree, with a concept fundamental to the spirit of collective bargaining -- a process which demands negotiating in good faith with an honest desire by both parties to arrive at eventual agreement. Where you have an atmosphere of mutual trust, of meaningful communication, of respect for the legitimate interests of each party by the other, where you have an enlightened and reasonable approach by each party over the bargaining table, then collective bargaining can work effectively. And as a union within the larger movement of organized labour, we are proud to see results emanating from bargaining based on those positive, fundamental principles. But sometimes, gentlemen, there are unfortunate exceptions. Occasionally, one party or the other will exhibit an authoritarian, intransigent, dehumanized approach to collective bargaining; and despite the constant efforts of the party on the other side of the table to make progress, these archaic attitudes will remain the same or become even more regressive.

Our union has had such an experience with the Winnipeg Free Press. Gentlemen, our union was certified over two and a half years ago as the bargaining agent for certain groups of employees at the Free Press. Our efforts in more than two years to obtain a collective agreement with that company have borne no fruit whatsoever. In fact, the company had to be ordered by the Labour Board to even begin negotiating with our representatives and in the talks since then, the attitude of the Free Press has not changed one iota. The company has made it abundantly clear -- despite the wishes of the majority of the employees affected -- that it does not want the guild at the Free Press, despite the fact that we are legally recognized as a bargaining agent within that company. It has shown, through its actions and words, that it is determined those employees will not get a contract. We, for our part, are just as determined to get that contract. We feel we have bargained with an open mind and we have offered negotiable proposals from day one. We have made and are prepared to make concessions to those proposals. Even now, we are attempting to meet with the company for another round of talks, though quite frankly we have no evidence to believe the attitude of the Free Press is any different than it has been during past discussions.

(MR. RILEY cont'd) . . . . .Of course this uncompromising position isn't peculiar to the Winnipeg Free Press.

Mr. Chairman, I might add that there are portions of the brief that are not in the one that you have now, so you're just going to have to listen to those few portions. There are three or four references, that's about it.

But as I say, this uncompromising attitude isn't peculiar to the Winnipeg Free Press and I'd like to refer briefly if I could to the report of the Industrial Inquiry Commission regarding the dispute between Dycks Containers and Forest Products Limited of Swan River and the International Woodworkers of America.

The report which refers to legislation enacted in B.C. is dated August 20, 1974, and the Commissioner asks, "What can be done to make good faith bargaining an actuality and not a phrase more honoured in the breach than in the observance. The commission understands that the first contract provision contained in the B.C. legislation was at one time being considered for possible enactment in Manitoba but is not now under active consideration," this is of course in 1974, "possibly because of pressure from the business community and as well from some of the large unions. Large established unions may not need such a provision themselves, but seemingly are fearful of anything which smacks of compulsory binding arbitration. The commission urges the Minister to keep this matter under close study and to consider inviting officials from the B.C. Labour Relations Board to give seminars for both business and labour on the operation of the provisions in order to allay unwarranted apprehensions.

"It is the commission's understanding that such a provision, although legally permitting a labour board to impose its own solution to impass some particular matters when a first contract is being negotiated has in fact allowed effective mediation to take place. Operatively a first contract provision bears no similarity to binding arbitration. Moreover," and this should be emphasized," such a provision is only invoked when the Minister himself is satisfied that bargaining in good faith is not taking place."

In the instant case, that is concerning Dycks Containers and the IWA, had the Minister been able to invoke a first contract provision and not been restricted to the appointment of a commission with, in reality, nothing more than persuasive power to deal with the dispute, the whole matter might long ago have been settled.

The report then went on to recommend a first contract provision similar to the one currently in effect in British Columbia. Gentlemen in seeking compulsory first contract legislation, I want to make it clear we are not asking for third-party intervention to simply get us off the hook. We do not feel we are abrogating our responsibility to bargain in good faith; we have been aware of that responsibility from the start, and will do our best in the future to live up to it.

We are asking, rather, for an understanding by yourselves that the process of collective bargaining can be severely limited if one or both parties show a blatant disregard for the fundamental principles upon which such bargaining depends. In such cases, we feel an outside party -- the Minister or the Cabinet -- should be empowered by legislation to implement, on a selective, discretionary basis, a procedure to overcome such instances of disregard and contempt for collective bargaining.

If, after a period of time--say, 12 or 18 months-- the two parties are at an obvious impasse on all or almost all the items being negotiated, the third party could set a time limit--perhaps six months more--after which compulsory, binding arbitration would begin, assuming settlement was still not reached. Obviously, the company or union seeking recourse to this procedure would be required to provide plenty of substantive evidence to support its request. Obviously, a strong supportive statement from a government conciliation officer should also be required.

I would like to refer you to Appendix 'B' of the report from which I quoted a few minutes ago. This Appendix deals in detail with the purpose of the Legislation, and I'll just speak about a couple of relevant paragraphs here. It says, "in recognition of the extraordinary nature of this remedy only the Minister of Labour has authority to initiate a hearing for a first collective agreement. By requiring the Minister's recommendation frivolous applications should be discouraged. Also, the Minister has the advantage of the report of the mediation officer in the dispute to make an assessment of whether bargaining in good faith has taken place." In summary and I'm quoting still

(MR. RILEY cont'd) . . . . .
from the report, "the policy of the first collective agreement reform is to provide a new unfair labour practice remedy. Those who bargain in bad faith in order to destroy the certification of a union are deprived of the fruits of their illegal conduct and inherit precisely what they tried to avoid, a collective agreement. The new remedy, therefore, attempts to put teeth into the law so that the freedom to be a member of a trade union and participate in collective bargaining is not merely a pious hope.

Gentlemen, the Winnipeg Newspaper Guild appreciates, believe me, that the implications of a compulsory first contract are serious. We understand that it may be difficult in subsequent bargaining to surmount the taint of hostility which may be engendered by that first compulsory agreement.

Such an atmosphere though would be no worse than that which prevails at the Free Press today, an atmosphere of bitterness and frustration fostered for some obscure reason by the company itself through its arrogant rejection of its own responsibility to its employees. We feel any detriment which may be inherent within the compulsory first contract proposal must be carefully weighed against the possibility that employees who have agreed to bargain in good faith may not get a contract at all, no matter how sincere their approach, no matter how honest their intentions, no matter how much they are willing to reasonably concede.

The Free Press has been compelled by law to bargain with us, but no law compels it to reach agreement with us, and within those terms the company has clearly seen its duty that it must not agree with us, that it must in fact, carry on its battle against our certification by waging war through the collective bargaining process.

The Winnipeg Newspaper Guild suggest to you that traditional unfair labour practice regulations are ineffective against such unprincipled devices and that the mere existence of compulsory first contract legislation would mitigate against their use. We are aware of how sensitive this issue could be--which is why we emphasize the need for discretion and the need for plenty of hard, persuasive evidence before that discretion is exercised. We do not envisage its use except in the most extreme situations.

All we ask is that this committee recognize that such situations do arise on rare occasions, and that the present legislation is inadequate to cope with such occasions.

Gentlemen, there are organizations--few of them, thankfully-- on the side of both management and labour, which are determined that the spirit of co-operation, of enlightenment and trust will not interfere with their position. We know, we have faced such an attitude for two years.

Thank you, gentlemen, for your attention and for allowing us this opportunity to present this proposal.

MR. CHAIRMAN: Thank you, Mr. Riley. There may be some questions some members have Mr. Shafransky.

MR. HARRY SHAFRANSKY: Mr. Riley, when you speak of the Winnipeg Newspaper Guild you were making reference to only the Winnipeg Free Press. Is the newspaper people in the Winnipeg Tribune also represented within this Guild?

MR. RILEY: Yes, Mr. Shafransky, we have two units within the local of the Winnipeg Newspaper Guild, one at the Tribune and one at the Free Press. There is a contract in force at the Winnipeg Tribune. We collectively bargained quite successfully with the Tribune for that contract.

MR. SHAFRANSKY: How long ago was that?

MR. RILEY: The contract has been in effect a little over a year now.

MR. SHAFRANSKY: I just wondered, when you say that you were able to bargain with the Winnipeg Tribune and you are certified as a bargaining agent for the Winnipeg Newspaper Guild, how is it that the management of the Winnipeg Free Press has not come to the bargaining table? I assume, you know, once a group is organized and is within a collective bargaining unit, is certified to bargain, that they have now the support of all of the people within that unit and that they would be able to exert pressure by such things as have been used in other circumstances as the right of strike - withdraw their services. Has that not been a possibility?

MR. RILEY: With regard to the Tribune unit, that possibility was never seriously considered because it never reached that stage, but at the Free Press we used every means within our power to be able to arrive at an agreement with the Free Press and we even tried a means which we found out to our regret was not within our power. We held a strike vote and just prior to the strike vote the Free Press increased the wages of, I think, most of the employees within the bargaining unit and fairly effectively squelched our attempt to have an effective strike vote. The strike vote was taken, within our Constitution we require two votes, one a vote to take a strike vote and the second vote is the strike vote itself, which was lost 69 to 67.

MR. SHAFRANSKY: Who are the people within the Winnipeg Press who are within the bargaining unit, the collective ...

MR. RILEY: The classifications?

MR. SHAFRANSKY: Yes.

MR. RILEY: They would be classified, display, ad salesmen, sales people, the telephone ad solicitors, the reporters, editors, photographers, copy people, this kind of thing. Two departments primarily.

MR. SHAFRANSKY: All of those people that you indicate, the various branches, is the large percentage of them certified to have the Winnipeg Newspaper Guild as a bargaining agent?

MR. RILEY: We are the certified bargaining agent for all those employees, all those employees are not necessarily members of the Guild. The majority of them are but some are not.

MR. SHAFRANSKY: You mentioned some two years that you've been attempting to reach a collective agreement. Have all those people who have signed up two years ago still continue paying dues?

MR. RILEY: No they do not pay dues at all; within our constitution, again, there are no dues paid by members of a unit until a contract is signed. There are no dues paid at all, there has never been any dues paid by any member at the Free Press.

MR. SHAFRANSKY: Well is there sort of an application fee of, what, $1.00 ...

MR. RILEY: An initiation fee, yes, $1.00 I think at the Free Press.

MR. SHAFRANSKY: I'd just like a clarification, I have an idea and I'm not sure that I really understand the compulsory first contract. What do you mean by that, a compulsory first contract?

MR. RILEY: It's within the discretion of the Minister. He would be able to have an investigation done - well he would have application from one party or the other. For instance, in our period we've had about two years of unsuccessful bargaining. And we would submit, Mr. Shafransky, that within the terms of this legislation we would be able to apply to the Minister and ask him to impose a compulsory first contract. He would then talk to the mediation officer and get a full complete report from him, and I suspect from both sides as well, to find out whether in his opinion, one side or the other has been bargaining in poor faith.

If such was the case, I think within the terms of the B.C. legislation he simply refers it to the Board. I could be wrong on that point. But our recommendation is that instead the Minister specify a period of time, in this case perhaps six months from today, that within that six months if they still fail to arrive at an agreement he will impose, or cause the Board to impose compulsory first contract arbitration. This would give six months for them to realize there was a hammer over their head.

MR. SHAFRANSKY: Just one more question. Have you had any meetings with the management of the Winnipeg Free Press to try to attempt to come to some kind of an agreement at any time in the last two years? Have you had an occasion to meet with the management?

MR. RILEY: Oh, often, yes. We've sat down at the bargaining table for days on end - days on end, weeks, months with no result. I'm talking about situations ...

MR. SHAFRANSKY: You have bargained. It's not a matter of them refusing to meet, it's just a matter of coming to some kind of an agreement.

MR. RILEY: Yes, I'm talking about real petty stuff here. I'm talking about something where we cannot talk to management, for instance, they refuse to talk to us, we have to go through the conciliation officer. We cannot talk to them at all. We'll

MR. RILEY (cont'd):
come to them and they'll put something down on the table, and we'll say, "Okay, we agree with that." They say, "Okay, we'll bring that back at the next meeting in writing." The next meeting they bring it back in writing, that is in a final form, we say, "Yes, we'll agree with that," and they say, "Well we've changed our minds; we're not going to give you this after all, we've changed our minds." We shrug our shoulders and say, "What's the purpose of this, we thought we agreed on this last week, or last month or yesterday, whenever the last meeting was." They say, "We've changed our minds, we talked it over and we've changed our minds." They do this continuously. That's just one of the tacks that has been used.

MR. SHAFRANSKY: I just really can't understand it. I have been negotiating and I had always assumed, you know, when you form a bargaining unit that the other party meets with you and you are going to bargain collectively, I just can't see this, it's really something very strange. I do understand there has been a strike against the Winnipeg Free Press since what? 1919...

MR. RILEY: 1946.

MR. SHAFRANSKY: 1946. Has that ever been settled? That is against the printers ...?

MR. RILEY: No sir, to the best of my knowledge that was never settled.

MR. SHAFRANSKY: Okay thank you.

MR. CHAIRMAN: Mr. Johannson.

MR. JOHANNSON: Mr. Riley, are you employed by the Free Press?

MR. RILEY: No sir, I'm not. I'm a former employee of the Free Press, I'm currently employed by the Winnipeg Tribune.

MR. JOHANNSON: One thing puzzles me a bit, why has there been no publicity about the particular difficulty that your Guild has had with the Winnipeg Free Press?

MR. RILEY: I couldn't say that there has or hasn't. I know that on radio and television, there has been frequent allusions to the problems at the Free Press by various commentators at one time or another. I know within the Free Press and Tribune itself both newspapers have referred to the ongoing impasse, for instance, whenever something was referred to the board or whenever anything went to the courts, to an Appeal Court or anything like this, I think in most or all cases both newspapers referred to that. But as to the frustration and this kind of thing, I don't know that that has been really adequately explained. It's probably our own fault.

MR. JOHANNSON: Do you expect the Winnipeg Free Press to report your brief tomorrow?

MR. RILEY: That'a a pretty touchy question, you're talking about people that are friends of mine.

MR. CHAIRMAN: I think that would be a matter of speculation ...

MR. JOHANNSON: That is hypothetical, I will wait to see my copy of the Free Press tomorrow.

A further question: Judging by the hostility which you say has existed between the Guild and the Free Press, one would expect that there might be certain actions against the people who were involved in the Guild; have there been any people involved who were involved as leaders of the Guild who have been fired or who have been intimidated by the Free Press?

MR. RILEY: No sir, the Free Press is a very sophisticated paper. I'm sure they wouldn't resort to tactics like that.

MR. JOHANNSON: They wouldn't? I'm glad to hear that.

The salary increase you say occurred just before a strike vote. Does it put the Guild employees at the Free Press roughly at the same level as those at the Tribune?

MR. RILEY: I believe in most classifications, sir, they are generally equal and some classifications I understand they are higher. I don't know that in other classifications they may or may not be lower. I don't have that information. That is not readily available to us.

MR. JOHANNSON: Do you expect there would have been such salary increases had there not been a strike vote scheduled?

MR. RILEY: I believe sir, there may have been salary increases, whether they would have been to the extent that they were is doubtful at best.

MR. JOHANNSON: Well in your opinion did the work of the Guild have any effect on increasing salaries at the Free Press?

MR. RILEY: Yes, sir, it did.

MR. JOHANNSON: You said that a strike vote was lost mainly because of the salary increase right before the strike vote?

MR. RILEY: Well I shouldn't say mainly, Mr. Johannson. That is one reason, let me reword that.

MR. JOHANNSON: Okay. A salary increase occurred immediately prior to the strike vote?

MR. RILEY: Yes, sir.

MR. JOHANNSON: And the strike vote was lost 69 to 67. Do you anticipate a further strike vote in the future, are you going to try to get another strike vote?

MR. RILEY: Well the difficulty here is an operational one, I think. Perhaps some of you who may have been involved in labour would well know when you reach a difficulty like that the membership is at a fairly low level of activity, they're very frustrated, they have tried every means that they had at their disposal and had failed. You can tell by the vote itself, sir, that there is obviously a rift within the bargaining unit, to say nothing of a rift within the membership, and it takes time to heal these things and you cannot have a strike vote while you are attempting to heal these things.

MR. JOHANNSON: Okay. A further question: Are there any other unions at the Free Press which have collective agreements?

MR. RILEY: Yes, sir, there are. I can't be sure on the exact details, I believe the ITU has an agreement representing the mailers, I believe the printers have an agreement, and I believe there are one or two company associations which do have collective agreements within the Free Press.

MR. JOHANNSON: You're asking as a means of solving your problem for a compulsory first agreement. Given the fact that you've had so much difficulty in bargaining, supposing that a compulsory first agreement was brought in, wouldn't you have to have a compulsory second agreement, third, fourth and fifth, given the nature of the company you're bargaining with?

MR. RILEY: No, the philosophy of compulsory agreements is rather abhorrent to us and I'm rather embarrassed, frankly, to be here asking for it. I must say our executive wouldn't recommend this unless we felt we absolutely had to, Mr. Johannson.

As to second and third agreements, I think that if we can't, after having a compulsory first agreement, come to a second or third agreement, I don't suppose there is much sense of the membership keeping the Guild around really. The company, I think, after the first agreement would begin to realize that - I credit them with having enough savvy to realize that it's not some script written by Beelzebub, you know, that it's a rational, logical way to do things and it's been accepted for decades by companies larger than the Free Press, it's an accepted way of doing things. If we can't, after that first agreement, come to a second or third agreement with them, perhaps by then our membership will have coalesced to the point where we would have more militants and we would use that regrettable strike action.

MR. JOHANNSON: If the Free Press already has some collective agreements with other unions, why is it that they're so reluctant to come to an agreement with your Guild?

MR. RILEY: I don't know, sir, I wish I could answer that. I have my own philosophies, and I think just about everybody who has ever been involved with the struggling at the Free Press - not against the Free Press but against the Free Press attitude - that we have our own ideas about why that is but we have never really come to a satisfactory answer. We shrug our shoulders; two and a half years later, we're still shrugging our shoulders; we've got humped backs, some of us.

MR. CHAIRMAN: Mr. Sherman.

MR. SHERMAN: Thank you, Mr. Chairman. Mr. Riley, through the Chairman

MR. SHERMAN (cont'd)
to you. Obviously you feel that the disease is pretty bad but that the cure isn't worse than the disease; in this case the cure is justified, you make that obvious in your brief. But let me ask you this: are you pleading for a first agreement arbitration purely from the point of view of the Winnipeg Newspaper Guild and the particular difficulty that the Winnipeg Newspaper Guild is having with one employer or I'd be interested in knowing whether you think that first agreement arbitration is desirable from the point of view of the labour movement generally, because you're asking for an amendment to the Manitoba Labour Relations Act. You're not here and not in a position, nor are we, to consider a special case for the Winnipeg Newspaper Guild, so what you are asking for is organized labour and the community generally in Manitoba to be given this mechanism.

MR. RILEY: Yes, sir. When our executive and our organizers and leaders first became aware of the philosophy of compulsory first contract, I think that, at least as it applied to Winnipeg, we saw it in purely subjective terms as related to our negotiations with the Free Press. Since then we have become a little better educated in how this would apply and the implications it would have for industry. We at first were more inclined because it was our union that was involved to look at it with fairly tunnelized vision but that expanded after awhile, we saw things like was happening with Dycks Containers and Forest Products up in Swan River, that, you know, we were sitting back and saying, "Wow, we've seen that before," you know. These guys have got the same hassle we've got. You know, we're not the only ones in the province that have got this kind of problem.

And then when they considered introducing that kind of legislation in B.C., I don't know of any specific cases in B.C., Mr. Sherman, where I could name companies or unions but there were enough of them; as a matter of act, in the two years ended December 31st, there were 42 groups which had applied to the Minister of Labour in B.C. for compulsory arbitration. So, you know, we're not the only ones. We know that now, we would like it for ourselves; if we can't get it for ourselves I think that it sure as hell would help people in Dycks Containers and Forest Products up in Swan River for starters.

MR. SHERMAN: Yes. So you would share the view of the Manitoba Federation of Labour as it was conveyed to us by Mr. Wilford as being in favour, in terms of, you know, the labour community generally, of first agreements.

MR. RILEY: Yes, sir. Absolutely, sir. Yes, sir.

MR. PAULLEY: But, Mr. Chairman, if I may interject on a matter of privilege ...

MR. CHAIRMAN: A point of order?

MR. PAULLEY: No, a matter of privilege on behalf of the party that made the representation, Mr. Wilford, gave us some qualification of that - on assistance on the first collective agreements.

MR. SHERMAN: Some qualification but essentially he was talking about ...

MR. PAULLEY: Never mind essentially, there was a qualification. I don't think that it would be fair to leave the impression with the delegation who I do not believe was present at the time of the hearing by the Manitoba Federation of Labour that that was precisely so. That's all I want to say. Of course it's technical.

MR. SHERMAN: That is so, that's fair comment but it's not in any way consistent with my impression of what Mr. Wilford was asking for, so if the Minister of Labour is attempting to insinuate positions to me and attribute positions to me which he says are in conflict with what took place before the committee, I reject that, Mr. Chairman.

MR. PAULLEY: That's fine.

MR. SHERMAN: My impression was that Mr. Wilford did make that contention and make that plea and I'm interested in knowing whether the Winnipeg Newspaper Guild is approaching it from that total point of view or just to solve this one particular problem.

MR. PAULLEY: My point of order, Mr. Chairman, is that the delegation to the Winnipeg Newspaper Guild was not here at the time, as far as I'm aware, when Mr.

MR. PAULLEY (cont'd)
Wilford was making his presentation.

MR. SHERMAN: Well that may be, if so, I'm sure that Mr. Riley could apprise me of that. I thought he was here, if he wasn't here I assume he would apprise me of that.

MR. PAULLEY: That's okay, just carry on.

MR. CHAIRMAN: Mr. Sherman.

MR. SHERMAN: Mr. Riley, have you been to either the Minister of Labour or the Labour Board with the difficulty that you've had with the Free Press, your brief points out that the Labour Board instructed the Winnipeg Free Press that it should bargain, that it was obligated to bargain collectively with your organization, with your unit, but you've had no luck in bringing them to fruitful collective bargaining procedures. Have you been to the Labour Board or the Labour Minister with that difficulty?

MR. RILEY: Mr. Sherman, we asked the Minister to appoint a conciliation officer which he did, Mr. Jim Davage, who has been directly concerned with our case for some time now; and as far as the Labour Board goes, there were various instances, specific ones, not the general instance, but there were specific instances where we felt the Free Press had breached the Act or other Acts and in certain of those cases we went to the Labour Board. In other cases we did not because by that stage our membership was pretty bent on getting a collective agreement, and the standard procedure of treating the Free Press was that you went to the Labour Board, the Labour Board handed down a ruling which was generally against the Free Press, the Free Press appealed it. We had months and months and months that went by during which there was no collective bargaining. We sat, there was nothing to be done.

We knew that any time we would take legal action against the Winnipeg Free Press we would simply be met with long stalling tactics and with delays and with appeals that completely frustrated our membership, so it got to the point where our membership said from now on when they break the Act unless it's something really heavy, forget it, we want to get the bargaining done, we want to get a contract. So that's what I'm talking about when I talked about that increase in salaries. They broke the Act right there, they disobeyed the Act. You are not supposed to do that kind of thing without the approval of the bargaining agent. Well what were we going to do? Go to the Labour Board again? Go through that same hassle again month after month after month? We wanted an agreement. We don't want lawyers, we don't want sitting in courts and sitting in front of boards, we want an agreement.

MR. SHERMAN: I assume that you monitor the feelings, the sentiments of the employees who would be members of your Guild on a pretty regular basis and would it be possible that in confronting them with the kind of treatment that you feel you've had, illegitimate treatment you feel you've had, that they might not be persuaded and encouraged, notwithstanding the salary increase that was referred to, might be persuaded and encouraged to exert pressure such as withdrawal of service; or would you say that their enthusiasm for that kind of activity has waned as a result of that salary increase.

MR. RILEY: Well it would depend on, you know, Mr. Sherman, it depends largely on the individual, of course, how they are going to react to something like a wage increase. If somebody's making the minimum wage to start with and you give that person a 25 percent increase, that's a pretty healthy increase. If somebody else is making $12,000 a year and you give him $1,000, it's a little harder to judge, that person maybe a Guild activist, the person may be an Association activist. It's hard to judge in those terms.

If it was a simple black and white situation where we could have gone to our members and said, Look they're trying to buy you off, if we could have told them that in the simplest terms. Things were never very simple over there. The company supervisors would from time to time have people down in their office, using subtle and not so subtle techniques to tell them they didn't want the Guild there. There's a sweetheart association that despite the fact that we were recognized as the bargaining agent, and despite the fact that a bid for decertification failed, that that association is still around there, you know, just maggots in the woodwork, still hanging around there. Whenever a new employee comes, they're always there, always pestering him, always bothering

MR. RILEY (cont'd);
him, despite the fact that we are the certified bargaining agent.

Now if I could explain it to you in terms of black and white and say we can go up to our people, we go up to them and say, "well, look these guys are trying to buy you off, " you know, and they'll say, "Oh yes, well maybe they are, yes, I guess they are" and then go around a corner and they see three of these people from the Association there, say, "why don't you come out for coffee with us;" or the supervisor comes by and says, "why don't you drop by my office for a couple of minutes." You know ...

MR. SHERMAN: You obviously don't feel that there is anything provable that provides you with a case under the Act and before the Board in the area of unfair labour practices that would hang together?

MR. RILEY: We have gone at the Free Press whenever we felt we had a case that was provable Mr. Sherman, and in many cases where we knew we had a case that was provable, with documented evidence and witnesses, we decided not to simply because it would delay our procedure. Now we could have gone at them for bargaining in poor faith I suppose, but that's a pretty tough row to hoe according to our lawyers and I don't suppose - well I suppose many of you know better than I do that that's a pretty tough row to hoe. You have to be able to prove that they are determined to get a contract and they're not going to stand up in any court and say they were determined not to get a contract.

MR. SHERMAN: Thanks very much, Mr. Riley.

MR. CHAIRMAN: Mr. McKenzie.

MR. McKENZIE: Mr. Riley, earlier in the committee hearings, I don't know if you were here that day, Mr. Green was here and the gentleman that was making a presentation was a bricklayer of some years in the industry, and the words that went back and forth between these two gentlemen was the fact that the more legislation that we pile on the records, the more problems that people like you and others are going to have, and in those days, they had no basic problems, Mr. Green said and this honourable gentleman who was a bricklayer, said that, and there was no basic legislation on the books and they solved their problems without any basic problems. Now can you give me some idea of what legislation you're looking for us in the committee to give you the rights that you're asking for tonight, sir? What can we do to help you solve this impasse?

MR. RILEY: Just look at Section 70 and 71 of the B.C. labour code, pick it out, and where it says B.C., put in Manitoba, pass it and I'm happy.

MR. McKENZIE: That's all you're asking?

MR. RILEY: That's all I'm asking. You know, Mr. McKenzie, I can't talk about Mr. Green's argument, he's talking about the philosophy of having labour legislation at all. The government accepts that there should be labour legislation. We are approaching the Legislature, we are approaching your committee on one point only because we accept the assumption that this Legislature believes there should be labour legislation. Now if we're going to be discussing, debating or arguing the point whether there should be any labour legislation of any kind, that's a whole new kettle of fish. I didn't come here prepared to discuss that. I came here prepared to discuss this one particular point. We're making our case to the government, if somebody wants to stand up and make a case for no labour legislation at all, I suggest that they talk to the government about it because I'm here to talk about one thing.

MR. McKENZIE: Now, Mr. Riley, that was not my intention at all. My intention was you would give me the benefit of your wisdom in this legislation that we're drafting here or hope to draft, that you're satisfied - it was your thought tonight that it will solve your problem.

MR. RILEY: No, sir, I can't even say that. I phoned B.C. today to find out just what kind of results they've had from that and the Deputy Minister of Labour - I took down some of his notes and I think he made the same kind of case that I hope I can make to you tonight. Just in two paragraphs, he said that the legislation has proven generally effective since it came into force on January 1st, 1974, so it's been in force now, it's been enacted a little more than two years now. He says it has proven generally effective, I said, do you know of any intention on the part of the

MR. RILEY (cont'd);
government to change it, to amend it, this session or at any time in the near future, and he said no, he knew of no interest in that kind of amendment at all. So I said, you're fairly satisfied with what it's done. He said, yes we are. He said I don't think, and then he said they, the two sections, I don't think those two sections within the Act, that are the compulsory arbitration sections, I don't think they're a panacea, that they're a useful addition to ensuring better discussion at the bargaining table. I would say it is a remedy but not a solution for instances where an impasse is reached. And he cited some figures which you may be interested in, I don't know, that there were 42 applications to the Minister during those two years, 16 were rejected by the Minister, and 26 were referred by him to the Labour Board. Of those 26, eight were settled by the parties themselves.

Now before I go on, I would like to stress that. That it's not necessary that this thing have to go the whole route, that you have two dogs sitting down across the table fighting each other. Once they know the hammer is there, I think that pounds a bit of sense into their head and it shows here that fully one-third, well just about one-third of the parties that were treated by the Board, found out that, oh yes, I guess we can settle things after all. So there was eight settled by the parties themselves. Four were rejected by the Board. In other words, the Minister had passed them on and the board considered maybe by its terms of reference or some procedural details that it couldn't properly consider them, whatever. Six of those 26 were subjected to arbitration and compulsory first contracts resulted. That's a little less than a quarter, a little less than a quarter. And yet that's pretty encouraging, that's pretty encouraging. That's even less than the number that was settled by the two parties themselves after the hammer was put over their head. Seven at January 31st, to my understanding, six or seven, we got a little mixed up in our figures here, were outstanding, in other words, they hadn't been settled, and one out of those 26 that had been referred to the Labour Board, one union was discertified in the meantime.

That's the outcome of the B.C. legislation and to me it is pretty encouraging because it includes that principle, and yet at the same time it can be seen that the Minister did use his discretion, apparently wisely, and the board used its discretion wisely, and the parties that were at bay, that were sitting there under that legislation, eight of them sat down, almost a third of them sat down and said, well I guess maybe we can come to some agreement.

MR. McKENZIE: Mr. Riley, this hammer over their head, what are you talking about man. Don't you support the fact that management has some rights, you know, --(Interjection)-- well I don't think that we in this committee or in this legislation are going to give, I think nobody should have a hammer over anybody else's head.

MR. RILEY: Absolutely. Absolutely. Mr. McKenzie, I agree with you perfectly. There should never be a hammer over people's head. You have an intransigent beast sitting in front of you that will do nothing. You don't have to hit them with a hammer, Mr. McKenzie. You have to show it to them. And I might add that of the 42 applications that were made, not all of them were made by unions. Not all of them were made by unions, Mr. McKenzie. I never at any point in my brief suggested that this be left open entirely to unions. There are some who suggest it should.

MR. McKENZIE: My next question: In the world today, and you're in the newspaper business, and we hear it every day, big corporations, big unions, big government; do you belong to a big union?

MR. RILEY: I don't know, if I knew the figures for the steelworkers and for the knitters union I could give you some balance on it. I don't know the figures. I know our figures, I can give you those, I don't know if they mean anything to you but ...

MR. McKENZIE: Well what's your membership?

MR. RILEY: In Winnipeg?

MR. McKENZIE: Yes.

MR. RILEY: Our membership in Winnipeg is about 240 at the moment.

MR. McKENZIE: What's the membership of the union?

MR. RILEY: Total? It's an international union, and it's about 50,000 members in Canada and the United States. In Canada there are about 4,000. At the Free Press

MR. RILEY (cont'd);
there's about 130.

MR. McKENZIE: And of course you're looking for a first agreement like sort of thing, and the Free Press have come up with extra monies and that, and in this legislation, and you're likely familiar, we're dealing with strikebreaking concepts like. Now, of course, you haven't had an agreement yet, but were in fact you in agreement, had an agreement with the Free Press, so you were negotiating, and the tactics that are used by the newspaper by adding money to those people, would that be considered to be strikebreaking?

MR. RILEY: Not strikebreaking if you don't have a strike. We never went out on strike, we never had a contract. --(Interjection)-- You mean union busting?

MR. McKENZIE: Yes, union busting or what ... It's all part ...

MR. RILEY: I consider that if a company's going to bust a union it doesn't go out and doesn't beat everybody over the head. It sits back and considers it carefully. It considers the tactics that have been used by other organizations in busting unions. It tries to think of how it can get around the law, of all the loopholes, of all the subtle techniques it can do to bust the union, and uses those techniques. Among those techniques are the giving of raises before a critical vote.

MR. McKENZIE: Well they're basically using the same hammer that you were talking about by using those tactics, aren't they? Well the Free Press by adding these wages then are basically using a hammer which ....

MR. RILEY: Some of them are, sir, and some of them are illegal.

MR. McKENZIE: Yes, I agree. The one other thing in contracts, and this is where ... you know, the gross national product of our country today is nil, the trade balance is at a deficit figure we've never seen in my life time in this country. Should productivity some place be part of an agreement or contract between you and management?

MR. RILEY: Well, Mr. McKenzie, I don't like to avoid questions but you know, what am I supposed to do, pull out of my pocket a whole list of productivity figures to show the productivity now relative to 1938 or 1964 is so much greater, so much less than it was then? I'm not going to fool around with statistics. Now productivity is a thing a lot of people have tried to put down in statistical terms. I don't have the statistics with me. I know the people I work with are damn hard workers. You know, what am I supposed to say. I don't have the statistics. I'm talking about an amendment I want you guys to put through, but when it comes down to philosophizing about productivity, what am I supposed to ... I don't have it. I know the guys I work with work long hours, the girls that ... the reporters, everybody, they're workers.

MR. McKENZIE: It basically doesn't concern you at all then?

MR. RILEY: What? That's not what I said, Mr. McKenzie, I didn't say anything like that at all. What are you trying to ... put words in my mouth like that? You know I didn't say that. I'm saying I don't have the information, Mr. McKenzie. If you're looking for statistics, I don't have it. If you want to philosophize about productivity, I don't think this is the forum to do it in.

MR. CHAIRMAN: I think the point is well taken.

MR. McKENZIE: Mr. Chairman, one more question, it's over on the second page of the brief. And by the way, may I ask you since the day that your brief was dated, March 1st, you've changed it a lot since then. Is that since you have had a chance to speak to the Deputy Minister in British Columbia or why ...?

MR. RILEY: Well it is partly. The thing is when we submitted our brief to the clerk, under naivety we thought we might be up the next day. We'd only researched it for about a week ahead of time. We just noticed the notice in the newspaper, we should have been aware, but within the Guild we had a lot of stuff going on. Now in the week that we've had since we first submitted our brief, we've had more time to research it, and I hope we've come up with a slightly better product than we had a week ago.

MR. McKENZIE: In the middle of the second page of your brief, you say, "we urge that the Act provide discretionary power for the Minister of Labour or the Cabinet to impose ..." How can we legislate that discretionary power that you're suggesting there. You know, we have a problem of transit strike here right now and we give this Minister all the discretionary powers that the Opposition can possibly give him to help

MR. McKENZIE (cont'd);
solve that strike. He can't solve it. How can you ...

MR. RILEY: I'm talking about ...

MR. CHAIRMAN: Order please. I'm going to try, and I have during these hearings, because we don't have specific legislation and I'm trying to let as much discussion come out as possible, but I think, Mr. McKenzie, you know, we try to basically not get on to some specific item. We quite agree we have a transit strike, I think everybody knows that.

MR. McKENZIE: Well, Mr. Chairman, on a point of privilege, the gentleman that has presented a brief to us here is asking for discretionary powers to be included in this legislation, and I'm sure Mr. Riley well knows that the debates of this week in the Chamber, the Opposition has given the Minister and the Government all the power, said look, write it, bring it in, we're with you all the way, but solve it.

MR. CHAIRMAN: Order please. If the honourable member is going to keep on this tack, I'm going to get pretty arbitrary in the Chair, and you know I can do that.

MR. SHERMAN: Haven't seen any for a while Bill.

MR. CHAIRMAN: Well, maybe, but ... I'm trying to keep these hearings as open, as fair as possible.

If the gentleman doesn't want to answer the questions, he's not under any obligation to do so, and I can assure you, he'll have the protection of the Chair in that case.

MR. RILEY: Sir, I'll answer any questions that the committee puts to me.

MR. McKENZIE: Well I'm asking you, what kind of discretionary powers can we, more than we give to the Minister this week, to help you get your first agreement? --(Interjection)-- on the second page.

MR. PAULLEY: The Minister will answer that in a minute.

MR. RILEY: I know what part you're talking about. Did you say this week, is that what you mean?

MR. McKENZIE: Yes. In the debates in the Chamber this week, Mr. Riley, that the Opposition gave the Minister and the Government full reign to help solve this transit strike, and that's discretionary powers at the widest level.

MR. RILEY: I'm not going to speak for the Minister, Mr. McKenzie, I would assume that he has to act within the law and to the best of my knowledge, compulsory first contract arbitration is not within the law. If you're going to have arbitration of any kind, you have to have the two parties agreeing to it. What I'm saying here is whether one party agrees to it or not, it would be imposed. Now as I say, I'm not going to speak for the Minister about that, hell no.

MR. McKENZIE: Well I'm just asking you, you know, what discretionary powers you want us to grant more than we can give you here tonight, the assurance that we'll ...

MR. PAULLEY: Other than knock some sense into your head, that's what ....

MR. CHAIRMAN: Mr. Barrow on a point of order. Order please.

MR. BARROW: This brief, you know, deals with a specific problem and I resent the fact that some members try to make headlines of something unrelated to this brief. I think it's entirely out of order.

MR. CHAIRMAN: Mr. Sherman, on the same point of order.

MR. SHERMAN: Yes, on the same point of order. I think Mr. Riley has demonstrated quite adequately that he's very capable of using the English language in speaking for himself. If he feels that the questions are not answerable or should not be answered he is capable of saying so. If you feel they're out of order, you, sir, have demonstrated you're capable of ruling them out of order. I don't see why we need six chairmen at this meeting.

MR. CHAIRMAN: Order please. One Chairman here. If I don't satisfy you, you can move my removal, and I'll be glad to sit down and ask some questions. But as I said to the witness before us here that he is under no obligation, he's not subpoenaed here, he's not under oath, he doesn't have to answer any questions if he doesn't want to. All I'm asking the members of the committee to try to keep it as much as possible to the presentation that is before us.

MR. BARROW: Mr. Chairman, on the same point of order ...

MR. CHAIRMAN: Order please. There's no point of order.

MR. McKENZIE: Well, Mr. Riley, I have one more question and I don't have the number, it's the second last page of your brief, about the middle of the page you go on and you say that "in such cases we feel an outside party, the Minister or the Cabinet, should be empowered." Do you feel that that's an outside party?

MR. RILEY: Yes.

MR. McKENZIE: You do, eh? Okay. The other thing in the legislation that we're dealing with is in the fact that some briefs have come and said ... like in the appeal section and things like, that the court should no longer be - that the Labour Board should have all the powers of the appeal section and everything. Do you support that the court should no longer be part of the legislation and then when we deal with - your case would be an appeal - that it be dealt with by the Labour Board and not the court?

MR. RILEY: The actual procedures, Mr. McKenzie, that we would advocate here would be pretty well close to what they have in B.C. This is a discretionary power of the Minister to consider the matter and refer it to the board for action on compulsory binding arbitration for the first contract. So the actual contract itself would be decided upon, I suppose, by the Labour Board. They have a different set-up of course for the Labour Board in B.C., I don't know whether the board as it's now constituted in Manitoba has that power. If it does not have the power perhaps the Minister himself would be the agent to have that contract put into effect, to have it enacted. Whether the Legislature sees fit to give the board the power, assuming it doesn't which I don't know anyways, well that's something that you people will have to consider. I don't know.

MR. McKENZIE: Well, Mr. Chairman, I thank you very much for your brief, Mr. Riley, and I hope that with the legislation we can help you solve your problem. I think your brief is an excellent one; and I think with your information and the fact that we are here, I hope we can put it in black and white that you can solve your problem.

MR. RILEY: Thank you, sir.

MR. CHAIRMAN: Mr. Paulley.

MR. PAULLEY: Mr. Chairman, I have one or two comments to make to Mr. Riley, I'm sure, Mr. Riley, that you're well aware that I am fairly conversant with the history of negotiations with the Winnipeg Free Press ...

MR. RILEY: Yes, sir.

MR. PAULLEY: .... the noble exponent of freedom of the press and the rights of the individual, and I am sure that you would concur with me in the caption that appears on the top of the editorial page ...

MR. RILEY: Absolutely, absolutely, Mr. Paulley.

MR. PAULLEY: ... of the Winnipeg Free Press, that that clear declaration of a principle and a policy is there for other people and not the Free Press.

I'm interested, Mr. Riley, just in passing, I'm prompted to make a comment on one aspect of your brief and then I will go into others, a comment made by Mr. McKenzie where you indicate you feel that an outside party, the Minister, should be empowered by legislation to implement on a certain basis a procedure to overcome instances of disregard and contempt for collective bargaining. I recommend to my colleague, Mr. McKenzie, and his group that if they had accepted that principle the busses would be running on the streets of Winnipeg today. But apart from that ...

MR. CHAIRMAN: Mr. McKenzie.

MR. McKENZIE: Mr. Chairman, on a point of order. The day the House opened we asked and assured this Minister that we would give him every support possible to get the busses rolling and, Mr. Chairman, he told us he didn't need our help, he could handle it himself.

MR. PAULLEY: We won't go into that tonight, of course. I intend to make a full statement tomorrow of the attitude of my dear beloved colleagues who have deprived the citizens of Winnipeg of an opportunity of riding on a bus. But apart from that, I'm very interested in a number of points, Mr. Riley, you raise in your brief, and I realize the difficulties that the Newspaper Guild has had with this employer - I almost was going to describe the type of employer that you had to deal with but it might be unparliamentary, so I will desist from that until I get absolute immunity inside of the House, which I don't really need, because there have been no contemptuous, in my opinion, employers in my history as Minister of Labour as one that is referred to from time to time in this

MR. PAULLEY (cont'd)
Chamber and in this committee room. So I realize the problems that you are having.

I would like to ask one question to start with, Mr. Chairman, of Mr. Riley. Knowing the difficulties that have been encountered with the News Guild in the City of Winnipeg, It's my understanding that the Winnipeg Free Press is a part of a chain of newspapers or there is an association fairly widespread across Canada and maybe down into the United States - I wonder, Mr. Riley, whether you could indicate that that is the case, and if it is the case is there, to your knowledge, any collective agreements entered into by some other subsidiary or component of the Winnipeg Free Press into a collective agreement with a newspaper guild?

MR. RILEY: Yes, Mr. Paulley, the Free Press is part of the F.P. Publication chain, I don't believe they have any papers in the U.S., I don't know what kind of interest they might have in other things in the ...

MR. PAULLEY: Let's forget the offshore ...

MR. RILEY: As far as actual contracts go, yes, sir, definitely they do have contracts with other locals of our union in other cities in Canada. Yes, sir, that's true.

MR. PAULLEY: Then I would be correct in presuming then the application or the rejection of proper and fair collective bargaining - and don't hang me up just on the phraseology I'm using - seems more applicable in Manitoba than it is in other areas where the Free Press have collective agreements with the Newspaper Guild?

MR. RILEY: Yes, sir, that's our definite impression, Mr. Paulley.

MR. PAULLEY: That's your impression? Fine. I think, Mr. Chairman, it is worthwhile then for this committee to consider that aspect, that it appears that possibly it's not on a matter of policy or principle of not having collective agreements with their employees in other jurisdictions but it seems precisely the case that is happening here in Manitoba, and it could conceivably be that as much as some people do not like labour legislation or imposition by legislation, we have the possibility of a peculiar situation here in the City of Winnipeg where it might be construed as a reasonable good employer outside of Manitoba takes a different attitude and approach in Manitoba.

Now Mr. Riley, you mentioned in your brief, or as an additive to your brief, a paper that was presented to me by an industrial inquiry commission headed by Mr. Roland Penner, Q.C., into the Dycks Containers at Swan River, and you indicated there his recommendation, it was a situation such as prevailing at Swan River, a recommendation for the first compulsory collective agreement. Now have you had an opportunity, Mr. Riley, of considering the suggested alternatives contained, I believe, in the paper that I caused to be distributed in December, whereby instead of the similar type of legislation that they have in the Province of British Columbia, that no employer would be able to do as the Free Press did, that is change working conditions after a period of 90 days, in that without the permission of the union or the board, conditions of employment after certification could only take place when either a collective agreement was reached or, the union folded or was decertified. Have you had an opportunity, Mr. Riley - I don't want to put you on the spot, but I would like to have the benefit of your observations on that because this is, I would suggest, a slightly different approach to overcome, the type of approach in collective bargaining adopted by that bastion of freedom and democracy - namely the Free Press.

MR. RILEY: Mr. Paulley, that's a concept with which we would generally agree. The application of the concept, Mr. Paulley, in this case might not mean a damn thing, because we are under no allusions about the actions of the Free Press so far; we are under no allusions as to what they would do in the future in this particular case, that if we were to say to them, no, you will not change the conditions, we will not give you permission to do that; no, we don't think you should increase the wages, we have a lever here in a sense, we would have a lever that after what? after a year this kind of thing, or two years of this kind of thing, employees would get pretty fed up and they'd leave. That wouldn't bother the Free Press at all, Mr. Paulley, not at all, not at all; we are under no allusions about that. They wouldn't mind their employees leaving, sir.

MR. PAULLEY: Well, Mr. Riley, we have had some representation, or I've had some indication from some opponents to this proposition, that if the concept that is

MR. PAULLEY (cont'd)
being suggested, that is an open end until a contract is arrived at or the union folds, we have had some indication from some business communities in representations to me that the hardship would be on the poor employer, that they may fold up. So, of course, in that my question to you would be, you mention to me that the employees would go away, my question would be, do you not think that it might be just as well if the employer of that particular type folded the tents like the Arabs and stole away? You don't have to answer that because you might incriminate yourself. But that concept is possible.

Now I want to ask another question or two, Mr. Chairman, if I may. It riles me sometimes when I deal and have to ask questions in connection with employers similar to the Free Press. But Mr. Riley, you mentioned being in conversation with the Minister of Labour, I believe, Deputy Minister of Labour because there was a slight change in government in B.C. a while ago, they now have the type of government that's being advocated by the "red" one here in Manitoba, but apart from that, apart from that it's my understanding that in two years, and we follow this very very closely, since the first compulsory collective agreement has been legislated for in British Columbia, there are only about three cases in which there was a collective agreement imposed by compulsion. I believe you said a different figure.

MR. RILEY: I was told, sir, by the deputy today that the figure was six.

MR. PAULLEY: Six, eh? The reason I'm asking that is that it will be verified tomorrow, that out of 42 applications over two years there were only six.

Were you able to ascertain from the Deputy Minister of British Columbia when those agreements were entered into and whether or not they're at a period where they may be soon expiring? And whether or not in any of the six compulsory first agreements - and of course it's only as you understand, Mr. Riley, only on a first collective agreement that there is the compulsion, that any of those six in the two years have now gone into a second year voluntarily as a result of the first imposition. Did you get any of that type of information?

MR. RILEY: No, sir. Mr. Paulley, I neglected to ask that question. I must say though that the Deputy Minister - I would volunteer this - that the Deputy Minister did qualify the success to some extent; that he said it had been, "generally effective" was the word that he used. He didn't mention the particular instances, I should say I was led to believe there were particular instances, I think maybe two, maybe three, and I don't even know whether they were the ones that have been thrown out of the 42 or which ones they were where decertification had in fact taken place, where the union had in fact broken up.

MR. PAULLEY: Yes. That's fine, Mr. Riley, I'm not trying to elicit information from you insofar as the operation in B.C., of course, which have great interest to us, that we also have of course been interested.

MR. RILEY: Sir, if I could, I would like to put one thing straight, just for the record. You made some allusion to the Free Press folding up and going away. I'm sure you appreciate more from your experience than my own, sir, that this is a self-defeating purpose. The members of our Guild are pretty conscientious workers I think for the most part. I'm not going to name names but generally speaking are pretty conscientious workers and I believe they're pretty productive workers. What would be the sense of the Free Press leaving. You know, we've got all of our members and all these employees on the street, we can't use that kind of thing.

MR. PAULLEY: No. Mr. Chairman and to you, Mr. Riley, I wasn't suggesting that they should. I would prefer them to become a decent employer, will be one of my objectives, but apart from that, I wasn't suggesting that they should fold up. What I did say at that particular time, Mr. Chairman, to Mr. Riley, was, some of the observations being made to me by some employer groups, or some groups, let me be broad, is that if we impose first collective agreements, then the companies concerned would just simply pull up their stakes and buzz off, and it was in that context, not in the context of the Free Press. There's nothing I'd like better, quite frankly, is to get the Free Press to be a decent employer and continue or at least start having harmonious relationsips with its employees. That is my desire.

MR. RILEY: I concur entirely with you on that.

MR. PAULLEY: That's fine. Now then, Mr. Chairman, there was one or two other points that I think may be of interest to the committee. Are you aware, Mr. Riley, that as a result of present legislation - I believe you referred to court cases, I believe in one case went to the appeal court - my question to you, Mr. Riley, were these initiated by the newspaper guild or by the enforcement agencies of the Department of Labour and its offices, as a result of allegations of unfair labour practices or breaches of labour laws?

MR. RILEY: I confess, Mr. Paulley, my involvement with the Guild at that time was not in this particular area. It may have been that they were initiated by the Guild - no by your department, I'm sorry, no by your department, I've been corrected by a nod.

MR. PAULLEY: So we have a record, Mr. Riley, I'm not too happy with the results, but nonetheless that is the record of the situation that you're drawing to this committee's attention.

Mr. Chairman, I do hope that the questions that I have posed to Mr. Riley have not caused any embarrassment either to him or to the Guild, but having a record, a pretty dismal record, of this employer over the last few years, it might tend one to take a different approach than one would with normal employers. But I conclude by saying, Mr. Chairman, the suggestion contained in the brief presented by the newspaper guild is one that I know has been tried in British Columbia, it is a suggested alternative and I believe, Mr. Riley, you did indicate possibly it may be worthwhile giving it a whirl. If you have any further comments on that, I'm sure that the committee would be pleased to hear them.

MR. RILEY: Mr. Chairman , Mr. Paulley, as I said before, you know this is a principle that we believe in. As applied to ourself we feel that it may have some success, but as a general principle it is one that we endorse and it is one that we are asking you to seriously consider. As for the other one, I think we feel pretty well the same, that as a general principle that kind of legislation would be pretty positive.

In terms of our own particular situation I wouldn't say that we would be any more hopeful, certainly it would be another method to use, but I have no evidence or indication to believe that it would be any more effective than some of the stratagems that we have used in the past.

MR. PAULLEY: May I ask one more question, Mr. Riley? Presuming the committee recommended eventually or the government introduced legislation dealing with the first collective agreement, to be applicable in your case it would have to, I would suggest, be retroactive to the period prior to the expiry of the 90 days. Have you given any consideration to that, because as I understand it, the Guild is still the certified bargaining unit, the 90 days under present legislation for changing of working conditions has expired and possibly - and I'll have to have legal advice on this - that that collective agreement or the provisions contained in the Labour Relations Act of the 90-day clause having expired and the adjustments, to call them that, in the working conditions and salaries having been made in accordance with the previous Act, to have the application of a collective agreement on the basis of a first compulsory agreement in your case, conceivably would have to be made retroactive.

Have you had any legal opinions or advice in that particular area, because as I understand, the present law has been fulfilled by the company, that is that 90-day business, and you're making a case, and I say a reasonable case, for a first collective agreement. I wonder if you've had any consultation with your legal advisors as to how that could be made applicable in the case of the Guild and the Free Press or indeed, and I guess this is beside the point, in respect of the Dycks Containers and the International Woodworkers. Do you know of any consultation of the legal point that way, Mr. Riley?

MR. RILEY: No, Mr. Chairman, Mr. Paulley, I don't.

MR. PAULLEY: That's fine. If you haven't, Mr. Riley, we don't need to pursue it. We'll find out.

MR. CHAIRMAN; Mr. Barrow.

MR. BARROW: Mr. Chairman, through you to Mr. Riley. By your name, I would say you're Irish, is that right?

MR. RILEY: Flin Flon Irish, yes, sir.

MR. PAULLEY: Flin Flon Irish. There's a difference there Tom.

MR. BARROW: Well would you agree that the first fight in Ireland took place when the Irish got of age to swing.

MR. CHAIRMAN: Order please. I don't think that's . . .

MR. BARROW: Mr. Riley, seriously though, I'm just joking, Mr. Chairman. You have been in the labour movement for how long, Mr. Riley, as an organizer, whatever, in your union or your Guild.

MR. RILEY: Well with the Guild, sir, two and a half years.

MR. BARROW: So you're actually a rookie in this type of thing?

MR. RILEY: Yes.

MR. BARROW: Well do you realize also through history that the idea to bargain in good faith has met enormous resistance. Have you read the history . . .

MR. RILEY: I haven't been through the history, I've been through one strike when I was with another union but I wasn't an organizer with that union. That was the steelworkers, sir.

MR. BARROW: I'm glad you said that - Steelworkers.

MR. RILEY: The only other resistance I know of, Mr. Chairman, and Mr. Barrow, is from what I've read about, sir. I've thankfully been spared too much of the practical experience.

MR. BARROW: I'll leave you some of my books. Dycks Containers, that interests me because I was very much involved with that - Dycks Contai ners in Swan River. I got a call to come down there immediately to try and solve their difficulties, and the first thing I said when I went there was, "well you have an MLA here, why don't you go to him." They said, "well he's so busy shining his spurs and reading his press clippings, he hasn't got time to . . ."

MR. CHAIRMAN: Mr. Barrow, you're asking your own questions and giving your own answers.

MR. BARROW: Okay. That's it, Mr. Chairman, that's it, I'm all finished. The Dycks Containers was a very interesting episode.

MR. DEPUTY CHAIRMAN: Mr. Barrow, on a matter of order, will you please direct your questions to the brief?

MR. BARROW: Well he did mention Dycks Containers, Mr. Chairman.

MR. DEPUTY CHAIRMAN: Well it's not mentioned in the brief.

MR. BARROW: It certainly is, isn't it?

MR. RILEY: Mr. Chairman, it was included in my submission.

MR. DEPUTY CHAIRMAN: Oh, okay.

MR. BARROW: Oh yes. See, Mr. Chairman, if you would keep up . . .

MR. DEPUTY CHAIRMAN: Please, Mr. Barrow, try to direct your questions to the brief.

MR. BARROW: Dycks Containers was a good example of union versus labour. Right? Pardon me. Labour versus management. I'll give you the history of this, Mr. Patrick.

MR. DEPUTY CHAIRMAN: Mr. Barrow, please keep your questions short, succinct and to the brief.

MR. BARROW: What does succinct mean?

MR. DEPUTY CHAIRMAN: Clear.

MR. BARROW: It's very interesting if you'd like to hear about it.

MR. DEPUTY CHAIRMAN: No.

MR. BARROW: I will go to the next question, Mr. Chairman. Compulsory binding first agreement. In this what you're saying to me is, when you are trying to organize in a certain place like the Free Press or Dyck's, the corporation or the company can spoil the whole movement by giving benefits to prevent the union from becoming organized. Is that right? The getting bought off thing?

MR. RILEY: Yes, this is the standard type . . .

MR. SHAFRANSKY: What's wrong with that . . .

MR. DEPUTY CHAIRMAN: Order. Mr. Shafransky - if you wish

MR. BARROW: You're out of order Harry.

MR. BARROW (cont'd):
Well why does not the employee realize that? What is behind the man who is getting a ripoff, would you say, not to belong to a union, although the union indirectly has given him that increase. Right?

MR. RILEY: This is our feeling, sir, yes.

MR. SHERMAN: Is it possible he doesn't want . . .

MR. DEPUTY CHAIRMAN: Order. Would both Mr. Sherman and Mr. Shafransky if they wish to ask questions, indicate that they want to get on the list.

MR. SHERMAN: I'm on the list . . .

MR. DEPUTY CHAIRMAN: Wait your turn then.

MR. BARROW: Yes, they are being very impolite, Mr. Chairman. To me, Mr. Riley, this is intriguing, - indirectly they've got benefits and yet they wouldn't join the union. What you're saying . . .

MR. RILEY: No, sir, that's not correct; that the majority of them are union members, sir.

MR. BARROW: They are certified?

MR. RILEY: Sure.

MR. BARROW: I see. You say, too, that to bargain in bad faith. What do you mean exactly by that? That they have no intention of bargaining or you have no intention of bargaining?

MR. RILEY: No, sir, basically that the fundamental object of bargaining would be to reach an agreement.

MR. BARROW: Within a limited time.

MR. RILEY: Well, I think within what may be judged . . . I don't know who would do the judging, I would assume somebody that's a reasonable person would be able to judge what is a reasonable length of time.

MR. BARROW: And then you'd come in with a compulsory first binding agreement. After a reasonable time.

MR. RILEY: Very generally speaking, yes that's . . .

MR. BARROW: But then I gather from your remarks and your answered questions you do not believe in compulsory binding arbitration as a whole, as a policy..

MR. RILEY: The general principle, Mr. Chairman, to Mr. Barrow, is not one I think that rests well with any trade unionist, with any labour leader or with management, and I don't think it ought rightly to rest easily with them. However, as I say there are a few exceptions, a miniscule few exceptions where one party or the other does not want the outcome of that collective bargaining to be an agreement, which it ought rightly to be. And in cases like those, I am suggesting that this committee ought to consider recommending special means to cope with it, no matter how unsavory those means may be in principle.

MR. BARROW: Well you are either for it or you are against compulsory binding arbitration; you know, it's like being pregnant, you can't be a little bit.

MR. RILEY: That sir, is an over-simplification of the highest order. That is ridiculous. I do not agree with that at all. As a matter of fact, if I could cite a specific example - in fact I can cite maybe off the top of my head three or four specific examples without going into the actual cases, that it is my knowledge that the United Steel Workers and the paper workers and the IBEW were three unions which in principle opposed this kind of thing in British Columbia.

MR. BARROW: As a first binding object.

MR. RILEY: Yes. Those three unions were among three of the applicants for compulsory first contract arbitration once that legislation was passed.

MR. BARROW: But yet rejected it on the broad scale.

MR. RILEY: But rejected, I shouldn't say rejected on the broad scale, as I say, they didn't feel that they could live with the general application of compulsory arbitration yet they recognized there were specific examples that came up from time to time where special means had to be employed and this was a special means that they . . .

MR. BARROW: For the first agreement though.

MR. RILEY: Yes for the first agreement.

MR. BARROW: That's the answer I was . . .

MR. RILEY: Absolutely, for the first agreement, sir, yes.

MR. BARROW: But after the first agreement, and then you wouldn't agree to it, is that right?

MR. RILEY: I'm sorry.

MR. BARROW: After the first agreement is established, that in three years hence you wouldn't go for compulsory arbitration, is that right?

MR. RILEY: No, sir; that's correct.

MR. BARROW: That's correct. Even though it favoured the employee? If binding arbitration, a decision given down by an arbitrator or a conciliation officer was in favour of the employee, and the signs are good, it's going to be good for you, you still wouldn't agree to it. Right?

MR. RILEY: I would say that's right, sir. We would not agree to that.

MR. BARROW: That's good.

MR. RILEY: It's the first contract that we're interested in.

MR. BARROW: Now another thing, the last question is that the delaying tactics employed by corporations by going to court, appealing and so on, how long do those delaying tactics last, for instance?

MR. RILEY: They can be endless, they're completely open-ended.

MR. BARROW: Thank you, Mr. Riley.

MR. CHAIRMAN: Mr. Shafransky.

MR. SHAFRANSKY: Mr. Riley, . . . for some time, a lot of those questions that I had in mind have already been asked, but I just wondered, of the some 200 employees, are they all within the Winnipeg Free Press or is this within the total Guild?

MR. RILEY: In Winnipeg, sir, we're in the process right now of collating all our membership, and we've signed up some new people - well we're always signing up new people - but off the top of my head, I would say about 115 is the membership at the Winnipeg Tribune and about 130 at the Winnipeg Free Press - I could be incorrect, I think that's about what it is. Maybe 140.

MR. SHAFRANSKY: Now those people within your guild, you indicated earlier, they have received an increase, sort of the company voluntarily increased their salaries which is comparable to the people within the collective agreement or established collective agreement with the Winnipeg Tribune. Is that the case?

MR. RILEY: It is my understanding, sir, that they are generally about the same level as the Tribune, in some cases higher, and possibly -as I say we don't have access to that information - possibly in some cases lower.

MR. SHAFRANSKY: I see. So actually what you are saying is that you still prefer to have a collective agreement and not depend on the benevolence of somebody giving something, you know . . .

MR. RILEY: Oh, absolutely. Quite apart from the matter of principle, Mr. Shafransky, quite apart from the matter of principle which we endorse pretty strongly and a matter of practical application, when it comes down to take-home pay, I don't doubt that Tribune employees are making more. Because we're not talking here about a simple matter of wages, we're talking here about differential, we're talking here about overtime, we're talking about salesmen's commissions; we're talking about any, I'm sure, ten different wage-related items that we have got guaranteed.

MR. SHAFRANSKY: In the Winnipeg Tribune, that it is not available in the Free Press?

MR. RILEY: Yes, sir.

MR. SHAFRANSKY: Okay, thank you.

MR. CHAIRMAN: Mr. McBryde.

MR. McBRYDE: Mr. Chairman, I'll try and keep it brief, many of the questions have been answered already. Before you were certified, did you have difficulty getting certified?

MR. RILEY: At which unit, sir, the Free Press or the Tribune?

MR. McBRYDE: The Free Press.

MR. RILEY: Yes, sir, we had some amount of difficulty. I believe there was $2\frac{1}{2}$ or 3 months elapsed between the time we actually applied for certification and the time that certification was granted.

MR. McBRYDE: Was there a real battle, I mean was the company strongly opposed to the union in the first place?

MR. RILEY: We thought at the time that it was a real battle but in light of subsequent occurrences it turned out that it was a short, sharp battle, because since then, it's been a long, you know, head against the wall kind of battle.

MR. McBRYDE: Do you see the present situation as only a continuation of that battle, you got certified but the company is still continuing to fight the same way they did before only with new weapons?

MR. RILEY: Yes, sir.

MR. McBRYDE: Is the newspaper guild a member of the Manitoba Federation of Labour?

MR. RILEY: Yes, sir, we're affiliated with the Federation of Labour.

MR. McBRYDE: And you're aware that the Federation of Labour has twice, at their conventions, passed resolutions favouring this first contract?

MR. RILEY: Yes, sir, we're aware of that section.

MR. McBRYDE: I have a tougher one for you. When does the inability to reach an agreement become bad faith? How can you tell when they don't want an agreement and when they are legitimately saying, "we just can't agree with your conditions."

MR. RILEY: This, Mr. Chairman, to Mr. McBryde, has been a labour-related, philosophical problem that has cropped up ever since the expression "bargaining in bad faith" came into being; it's a judgmental decision that, as I indicated before, is never easy to make. For the person that is making the judgment they have to consider the evidence because they are not going to get any kind of testimony from the employer that it is his object not to reach a contract. That is bargaining in bad faith. If an employer would stand up before the Court or before the Board or whatever the judicial body may be, and say, oh yes, just in case you are wondering, that's right, we never did intend to reach an agreement, we don't now. Oh that's quite true. Do you think anybody is going to say that? They don't say that; it's a judgmental decision that the Board or the Court or whoever it might be will have to look at the evidence and say, well they sat down at the bargaining table in May and they offered $5.00 an hour. They sat down in June and they offered $4.00 an hour. They sat down in July and they offered $3.00 an hour. They sat down in August and offered them no money at all. That to me is evidence.

MR. McBRYDE: It's a matter of somebody's judgment as to when there's not seriousness in a negotiation?

MR. RILEY: Yes, sir.

MR. McBRYDE: If you had had an extension or no limitation of 90 days, would it affect your negotiation or your bargaining? --(Interjection)-- If the 90 day no change clause had been changed or there were no limits on the time with which there couldn't be a change in the conditons of employment, would that have helped your case or would it have made any difference in your case?

MR. RILEY: It could conceivably have helped our case, Mr. McBryde, though there are provisions within the Labour Relations Act which we took advantage of and, perhaps it was naivety at that time or lack of experience or something, we believed that they would have helped us at that time. As it turned out, even when we were found to be in the right, they didn't help us, because it delayed. There were delays and delays and delays. If this was in effect, as I say, it's conceivable, if it was open-ended, that it could help us.

MR. McBRYDE: Do you see any other remedy besides the first agreement, compulsory arbitration, when bad faith is shown, do you see any other remedy besides that that would work in this type of situation?

MR. RILEY: Through looking over the remedies that have been available in other jurisdictions, Mr. McBryde, I would say no there may be remedies that I'm not aware of. This is, as you advisely put it, this is a remedy, not a solution.

MR. McBRYDE: Just one final question, Mr. Chairman, that relates to . . . your proposal is a little bit different from the B.C. legislation where it goes to the Minister and then to the Board, and you're proposing, as I understand it, that it not go to the Board.

MR. RILEY: Well the only reason that I say that, sir, is that I understand at this particular point the Board does not have, I think - now I could be wrong in this case, but I think that the Board in Manitoba does not have the stronger powers that the Board in B.C. has had delegated to it. I could be wrong on that, I don't know.

MR. McBRYDE: If it was put in the legislation then it could be the same as the B.C. Board I assume?

MR. RILEY: Yes, as I say, their Board is a different set up than our Board but the general principle, I think even the wording, with a few exceptions, the wording of the sections in the B.C. legislation could be applied - the principle of it could be applied without any difficulty. The actual wording of course would be something that would have to be worked out relative to what powers the Board has got and what powers the Minister has and what powers the Legislature would see fit during the session to grant to the Board or take away from the Board, whatever.

MR. McBRYDE: Maybe I do have one more question. The figures that you gave us, I got the impression you interpret those as pretty positive, and rather negative.

MR. RILEY: Yes, sir. I do. Because of the 26 that did go to the Board, better than half were solved by - that is 14 of them were solved, there's still, at that point, some outstanding - 14 of them were solved, that is they had a contract. Eight of those contracts were arranged between the two parties and the other six were imposed.

MR. PAULLEY: He has more confidence in the Minister than some people have. Is that the answer?

MR. CHAIRMAN: Mr. McKenzie.

MR. McKENZIE: Mr. Riley, in your questioning by the Minister, the subject matter of "decent employer" came up and I'm wondering what you're talking about. Is this a problem of low wages, hours of work, pension plan benefits, working conditions of the building, management, coffee breaks, or you know, what, if I heard it correctly, I heard the terminology of "decent employer." Is that part of the problem in this impasse?

MR. RILEY: We're talking, Mr. McKenzie, about collective bargaining. We have a bargaining agent that is legally certified there to act on behalf of the employees, where you can have two sides sitting down at a table and working out these kind of conditions. Now we believe that some of the matters that you are discussing there, whether it's pensions or vacations or whatever, should rightly come within the jurisdiction of, if not necessarily the unit at least within the jurisdiction of the two people that are sitting down bargaining, that these are the things they can rightly discuss. Now all those employment conditions we feel should be subject to negotiation and we feel this is a basic right that we have to sit down with our employer and bargain in an honest collective spirit.

MR. McKENZIE: Was it real bad at the Free Press?

MR. RILEY: Well they don't hang people by their toes yet, Mr. McKenzie, but . . . I mean relative to what?

MR. McKENZIE: Oh I don't know. The Minister raised the subject, and I just want to know if you could elaborate on . . .

MR. RILEY: Well maybe you should ask the Minister, Mr. McKenzie . . .

MR. PAULLEY: . . . certain merchants that are operating out in the country in a certain constituency.

MR. McKENZIE: Let's compare it to the Tribune then.

MR. BARROW: That's like asking if you've stopped beating your wife yet.

MR. CHAIRMAN: Order please. I think if the honourable members want to rangle one another, you maybe take a ten minute break and . . .

MR. RILEY: Mr. McKenzie, I'll answer that question. That's a silly question. With all due respect, sir, to you, that's a silly question.

MR. CHAIRMAN: Any further questions. Mr. Sherman.

MR. SHERMAN: Mr. Chairman, I don't wish to prolong this but I find Mr. Riley's presentation interesting and I find his case interesting. We're embarked on I think what we all feel is a fairly serious mission here and I would like to just prevail on the committee for two minutes to ask a couple of questions that have come to mind.

Mr. Riley, I'd like to ask you if you can, to tell me why the urgency to organize at the Free Press. I'm not saying that there shouldn't be first agreement arbitration, I'm prepared to consider the strong and legitimate case you make for it, but why the

MR. SHERMAN (cont'd):
urgency to organize? Is the rationale for a trade union and a collective bargaining unit not to provide workers, employees with better wages and better conditions, and if they are obtaining those better wages and better conditions, why the urgency to organize?

MR. RILEY: I'd like to answer your question, Mr. Sherman. I'd like to ask one thing though. Maybe I just don't understand the first part. You talk about an urgency to organize. We began organizing our union at the Free Press when the Free Press people, that is to say, the Free Press employees contacted the Guild, so the organizing started better than two and a half years ago, the actual organizing of the people. Now the talks have gone on for a year and a half. I don't know that at that time, a year and a half ago, whether we felt that it was particularly urgent. We were more concerned with getting a collective bargaining agreement. We were concerned with the correct spirit on both sides, a spirit of honesty, openess, and the realization at the end that we would have an agreement that was satisfactory to both parties. After being certified as a bargaining agent for two and a half years, urgency really, to my way of thinking, doesn't come into it. You know, if we got a contract next month, fine. If we got it in ten months, fine. If we got it in two years, hell that's lamentable, but as long as we got it, that was fine. That was what the employees wanted, that was what the membership wanted, a contract.

MR. SHERMAN: Well that's helpful, and leads into another question that I was going to ask you. Have you in fact functioned as the organizer for the guild in the Winnipeg area, or as an organizer for the guild in the Winnipeg area?

MR. RILEY: There are no full-time staff members of the guild in Winnipeg, Mr. Chairman, Mr. Sherman. The size of the local in Winnipeg isn't really I don't suppose in the opinion of the guild higher-ups that requires one; in my opinion, it doesn't really require a full-time staff person. From time to time, there have been organizers here, there have been staff people from other locations in Canada or in the States that have come up to give us advice. In actual full-time organizing, no sir. I myself, I'm on a two week leave of absence right now for the guild, which by the way, is something that's provided for under our contract, that the company has allowed me two weeks to take off to work for the guild. In other organizing drives, I've taken part personally as some of our other members have in Winnipeg to organize in other locations, but you know, I'm a journalist, I'm a full-time journalist, you know that's my vocation, that's what I do, I'm a journalist.

MR. SHERMAN: Well was the Guild invited into the Tribune by Tribune staffers, was it invited into the Free Press by Free Press staffers or did it initiate the contact?

MR. RILEY: I confess to a certain amount of ignorance on what other unions do in terms of organizing but our union is pretty proud of its democratic record in this kind of thing, that if an interest is shown by a number of employees that they would approach the guild at some other location, well in Ottawa which is the head office. They would suggest to the guild that perhaps they could come up and have a talk about the possibility of organizing here and the guild representative on those first two or three visits generally acts the part of devil's advocate; would say, what's the point of us coming here if you can't show us any strength and the onus is on a core of people to show that representative that there is support for the Guild. He has to be convinced, he has to be convinced with names, addresses, phone numbers, the whole thing, he has to be shown. Here they are. These are the possibilities. So that on the organizing drive, when you go out and organize, you have to be able to come back and show him the percentage - look, here's what we've got. We've got 90 percent or 95 percent or two percent or whatever the hell it is, and he has to make a judgment on whether or not he feels it's worth using the Guild's time and its experience and its resources to come in and help those employees organize to get a collective agreement.

MR. SHERMAN: It's true that this has always been a tough town for the Guild though, isn't it. Canadian Press and the old British United Press and the Tribune and the Free Press and various other news organizations and outlets, 25 - 30 years ago were having difficulty at that time with the Guild.

MR. RILEY: Depends what side you're on whether they are having difficulty with it or not, Mr. Sherman. The employees, I'm sure, never felt it was any difficulty.

MR. RILEY (cont'd):
The employers might have felt there was some difficulty. I don't think that the Guild in Winnipeg may have had any more or less tribulation than they had in certain other centres in North America, that the Canadian Press organization, for instance, some 24 years ago had a tremendously difficult time, the employees there who tried to certify had a terrible time with their employer, there are instances of some real bad scenes in guild activity and there are some instances of some really encouraging ones, I must say some very encouraging ones.

MR. SHERMAN: I just have one final question, Mr. Chairman, through you to Mr. Riley. Mr. Riley, has the Winnipeg Newspaper Guild approached the Minister of Labour before this, before this brief and before this presentation tonight and asked him for changes in the legislation that would enshrine first agreement arbitration?

MR. RILEY: Yes, sir, we have.

MR. SHERMAN: I now have a second and final question, Mr. Chairman. What response have you had from the Minister of Labour?

MR. PAULLEY: He would consider it.

MR. RILEY: The response, I wouldn't say it was negative because in this particular White Paper that the Minister has brought before the committee, it's not mentioned. I wouldn't say that there was no specific part of the White Paper that said, to hell with compulsory first contracts, but the fact that he hasn't said that does give us some encouragement and yet at the same time, it gives us disappointment, because we believe that it was something that was worthwhile and the Federation of Labour and certain other unions believed that it was worthwhile and we pressed for it and we didn't get it, so here we are back again.

MR. SHERMAN: But his response has not been overwhelmingly enthusiastic?

MR. RILEY: Not overwhelmingly, no.

MR. SHERMAN: Thanks very much, Mr. Riley.

MR. PAULLEY: May I then be prompted to ask a question?

MR. CHAIRMAN: Mr. Paulley.

MR. PAULLEY: No maybe, Mr. Riley, I will not, because you know as well as I do, there is an alternative that would be more productive, in the opinion of the Minister, than what is a law in B.C. I think, Mr. Riley, you will agree that there has been a reasonably good association with this Minister of Labour in respect of hearing the Newspaper Guild. You would agree with that?

MR. RILEY: Yes sir, that's correct.

MR. PAULLEY: I wonder sometime whether you might tell Mr. Sherman.

MR. CHAIRMAN: I don't believe there are any more questions, have no more here, I want to thank Mr. Riley on behalf of the committee.

MR. RILEY: Thank you very much, gentlemen.

MR. CHAIRMAN: Winnipeg Chamber of Commerce, Mr. Frank Hinings.

MR. HININGS: Mr. Chairman, members of the committee, I'm representing the Winnipeg Chamber of Commerce; I'm the chairman of the labour relations committee of the chamber. Our brief was prepared and sent to Mr. Paulley with a covering letter before we realized there was going to be a session of the committee so I will read the covering letter as part of the brief and then carry on.

Dear Mr. Paulley:
The Winnipeg Chamber of Commerce has considered the paper on Possible Changes in Manitoba's Labour Legislation that you published on December 2, 1975, and attached to this letter are our comments regarding the points made in that paper.

We consider it desirable that legislation should help create a climate in which increasing productivity can lead to increasing benefits for organizations and for the employees of those organizations. We feel that the law as it is now being applied does not meet this objective, and in some cases actively works against it - the allowance of jurisdictional picketing that can harm an otherwise successful organization, and thus the prospects for employment of a number of its people, is a case in point.

You have in the past stated that your objective as regards Labour Legislation was to provide a climate in which Managements and Unions could work out their differences between themselves, with a minimum of third party interference. However, it

MR. HININGS (cont'd):
must be borne in mind that a great many employees are not unionized and while few labour leaders would admit it, many have no wish to unionize. We are concerned that the freedom of action that current labour law allows to unionized groups of employees is causing a situation where the public at large, tired and frustrated by a seemingly endless round of strikes, is going to insist that the freedom that now exists for Management and Labour to bargain collectively, be increasingly restricted and that settlements be imposed on both sides.

The right to strike should never include the right to jeopardize the health, safety, or livelihood of others. The right to picket should never include the right to prevent others from working. Too often, the right of one group of workers to exercise what is often called their "democratic rights" is taken to mean that they have a licence to use any means at all to impose their opinions on others. This is not democracy. Organized labour today is as much a conglomeration of special interest groups as is any other large segment of the population. The function of a democratically elected government should be to balance the needs of all segments of the population, and while democracy has often been criticized as being a very imperfect form of government, few of us would wish it to be exchanged for a more autocratic form.

While we do not agree with some of the potential changes in the White Paper, we are pleased to be able to endorse a number of others. We have tried to approach the paper from an objective viewpoint, and hope that you will accept our comments and give them consideration with this in mind.

Then we ask for a meeting with the Minister which of course this replaces.

COMMENTS ON POSSIBLE CHANGES IN MANITOBA'S LABOUR LEGISLATION.

The Labour Relations Act.

With the increasing powers of the Manitoba Labour Board, and the increasingly close resemblance that it bears to a court, it becomes more and more important that the Board has the impartiality of a court, and that it appears to all concerned to have that impartiality. With all due respect to the present Chairman, we submit that his close relationship to a political party makes it impossible for him to be regarded as impartial, whether or not that is actually the case. With that thought in mind, our comments on the various possible changes mentioned, are as follows:

1. Unfair Labour Practices.

We are diametrically opposed to the "reverse onus" provision prevalent in many cases in the Labour Relations Act, where an individual or group accused of an unfair labour practice is required to prove innocence, and in the event that this cannot be done, is assumed to be guilty. While we concede that the proof of guilt may be extremely difficult in some cases, we must also point out that proof of innocence can be equally difficult and lead to equal injustice. With that serious reservation, we agree with the proposed amendments which will more explicitly define unfair labour practices, and the requirement that the Manitoba Labour Board, rather than the courts, be the judicial body in such cases.

We are extremely concerned over these amendments which severely restrict freedom of speech on the part of an employer. We do not object to the right of the employee to select the bargaining agent of his choice, but in making that choice, the employee should be able to make his judgement on the basis of the knowledge of all aspects of his decision. We understand that the Labour Relations Council of the Winnipeg Builders' Exchange will be expressing their concern over the damage that can be done to an employer, and the livelihood of his employees, by jurisdictional disputes between unions, and we would like to support that concern. Too often, in the matter of union jurisdiction and the certification of a particular union for a particular employer, the employee is the forgotten individual. If that employee is unable to go to his employer for information on the impact a particular course of action may have, the proposed amendments do not provide him with any alternate source of advice.

Provided that there is a proper definition of unfair labour practices, as earlier proposed, we have not objection to the extension of the powers of the Board in dealing with unfair labour practices.

We endorse the proposed amendment that would make it an unfair labour

MR. HININGS (cont'd):
practice to discriminate against a person with regard to admission to a union.

We are not aware of any need for additional protection for an employee who exercises his right under Acts of the Legislature or of Parliament, or who gives evidence. However, there could be considerable justification for an increase in the witness fees payable to individuals who give evidence.

As regards the proposal to extend the time limit within which applications for remedies in unfair labour practice cases must be filed, we would point out that the longer the time lag, the harder it is to establish the true facts of a case. An individual, a union, or a company should be able to make a decision quickly and the emphasis should be on the speedy resolution of any such allegation. We see no reason for extending the present 90 day period.

Regarding the proposed amendments respecting Board procedures, we are in favour of anything that will clarify the rights of employees and other parties to Board proceedings, and that will make the resolution of matters before the Board speedier.

We have commended your department before on the excellent quality of the administration of the Labour Relations Act by the present staff of the Labour Board, including any part they may have played in preventing frivolous misuse of the powers of harassment available to individuals under the "reverse onus" type of clause now present in the Act. However, we do feel that safeguards should be considered to protect against the abuse of process that is technically possible under the Act.

2. Professional Strikebreakers.

A new definition of strikebreakers should not include those who find a struck employer's offer fair and wish to work. We are against the use of force by employers and unions alike, and note that on occasion there is scope for better enforcement of the present laws that would apply to conduct during a strike.

3. Exceptions to Employer Interference.

We should point out that, in theory and quite often in practice, the employer has no official knowledge of a certification move by a union until an application has been made by that union to the Manitoba Labour Board.

4. Section XV111: Alteration of Working Conditions.

We suggest that the present 90 day period be retained, but that the Manitoba Labour Board be given the power to extend it on application from the Union or the Company, if the case can be made that would warrant extension.

5. Certification.

We endorse this proposal.

6. Decertification Votes.

Similarly we endorse this proposal.

7. Representation Votes.

We endorse the proposal, but consider that regulations are needed that would enable the Board to apply its powers with a degree of consistency.

8. Timeliness of Certification and Decertification applications.

We consider that the proposal could contribute to stability, but again are concerned that, while union rights are very well protected, there is much less protection of the rights of employees.

9. Professional Employees.

We agree with the principle of the proposed amendments regarding the inclusion or exclusion of professional employees in bargaining units; and we agree with the definition of the term "majority" as a "majority of those actually voting."

10. Dependent Contractors.

We are very concerned that there is no community of interest between dependent contractors and employed personnel, and suggest that any moves to link the two should be undertaken very cautiously.

11. Transfer of Business.

We consider that the term "otherwise disposed of" is vague, but otherwise we agree with the proposal. A definition of what is considered a "business or part of a business", beyond just land and buildings, is needed under this and other legislation.

12. Union Mergers.

We agree with the proposal.

MR. HININGS (cont'd):

13. Review of Arbitration Board Awards.

We agree with the proposal.

14. Parties to Confer with Conciliation Officer.

We agree with the proposal.

15. Compulsory Check-Off of Union Dues.

We maintain our previously held position that deduction of union dues should be a matter for negotiation, not legislation.

16. Voluntary Agreements to Delay the Right to Strike or Lockout.

We agree with the proposal.

17. Technical Irregularities in Grievance and Arbitration Procedures.

A contract is, in effect, private law between parties, and arbitration is a judicial proceeding. An arbitrator ignoring time limits is in fact changing the terms of an agreement, which is generally specifically disallowed by that agreement. Time limits in an agreement were agreed to by both parties and should be left undisturbed.

18. Declaratory Orders.

We agree with the proposal provided that the powers of the Labour Board are limited to declarations as to whether strikes or lockouts are legal or illegal.

19. Court Review of Board Decisions.

We do not disagree with time limits provided that these are not too short - we suggest no later than 90 days.

20. Panel of Mediators-Arbitrators.

We agree with the thinking behind the proposal, but feel that all parties would need assurance that the individuals selected for the panel are qualified and objective. Further, their use should not be compulsory, and the parties should be able to set up alternative procedures for themselves.

21. Penalties.

We do not feel that we can make any comment on this proposal until the actual changes are introduced.

THE VACATIONS WITH PAY ACT.

1. Qualification for Three Weeks Vacation.

We endorse the proposal that an employee must work at least 50 percent of the regular working time in his first four qualifying years.

The Chamber thanks the Minister of Labour for the opportunity to present these comments and hope that it can continue to work co-operatively with the provincial government to develop sound labour legislation.

Respectfully Submitted, M.P. Michener, President;
F.L. Hinings, Chairman Labour Relations Committee,
and
W.W. Draper, Secretary and General Manager.

MR. CHAIRMAN: Thank you, Mr. Hinings. There may be some questions that some members of the committee may wish to ask.

MR. PAULLEY: If I may, Mr. Chairman, to Mr. Hinings . . .

MR. CHAIRMAN: Mr. Paulley.

MR. PAULLEY: . . . on the introductory letter and for the benefit of the committee, I do want to indicate that Mr. Draper did call me in accordance with the letter from Mel Mitchener and I indicated to him that the reply would be by your appearance here this evening, so I carried through that commitment.

Possibly Mr. Chairman, some of the other members may have some questions. I've had the opportunity of having this document for some time and I have a few comments to make. I will be very very brief and may not even require any definitive reply from Mr. Hinings because some of them, to raise them tonight, would be almost repetitious of comments that have been made previously, Mr. Chairman, and of course, I'll start off with the powers of the Labour Board in reference to the chairman, I think that the committee has heard a considerable amount of discussion on that particular matter and I have no intentions of pursuing it. Maybe other members of the committee, which of course is their right, will do that to the delegation before us.

MR. PAULLEY (cont'd):

I would like just to make a reference to unfair labour practices and the position taken by the Chamber dealing with the so-called "reverse onus." And I'm wondering whether or not the Chamber might have a comment to make in respect of the difficulty that an individual employee has had in the past, particularly in the area of unfair labour practices, of establishing a case against an employer, who I think we could agree generally speaking would have far more financial resources to oppose through the use of legal talent and the likes in opposing a legitimate and proper complaint by an individual worker, and of course, Mr. Chairman, I'm sure that our friend at the end of the table would be cognizant of the possibility of that case, and while it may be construed that in the traditional application of onus of guild, my question would be, would you not agree that there conceivably are cases, have been cases, where an individual lacking financial responsibility, maybe it's been changed now because of the free legal aid that is being provided by the government at "taxpayer's expense," to quote a well-known commentator over the airwaves, but my question to the delegate would be, does the Board recognize the possibility of cases where this may be so?

MR. HININGS: I think you almost answered your question, Mr. Paulley, but . . .

MR. PAULLEY: I would like you to answer it more explicitly.

MR. HININGS: I will agree that there could be cases where an employee might have difficulty in making a case against his employer. The point we're making is that there could equally be cases where an employer has difficulty making a defense and that the injustice could be just as equal.

MR. PAULLEY: Okay. That's fine. So then we're in equality before the law even though traditional law is somewhat upset by the . . .

MR. HININGS: It's the upset of traditional law that we do not like, we are against, and we have been against from the start.

MR. PAULLEY: That is fine. Mr. Hinings, you mention on Page four, a matter that has been of great concern, that dealing with professional strikebreakers - and maybe it's presumptuous on my part to sense that the suggestion is in the using of the term -- strikebreakers would be a prohibition for anybody entering into a plant to perform work. Has the Chamber of Commerce considered the definition and application of professional strikebreakers in the context of that that is contained within the British Columbia Act at the present time?

MR. HININGS: I haven't read the British Columbia Act, Mr. Paulley, I would be pleased to consider it if you have the wording there. We are concerned that it not be so broad as to include people who just want to work for that particular employer, whether they be present employees or new employees.

MR. PAULLEY: But your general application, sir, is in the general context of the application of the term "professional strikebreakers" without being relatively precise, and having taken a look, I believe, by your admission, into the legislative interpretation in other jurisdictions such as B.C.

MR. HININGS: No, we have not looked at other jurisdictions.

MR. PAULLEY: That's fine. Thank you very much. Now again, sir, on page four - Section 4 on Page 4, dealing with Alteration of Working Conditions, you're suggesting that the present 90-day period be retained. And, of course, I'm sure we would agree that this has been the subject matter of an hour's or longer debate this evening regarding the first collective agreement and that of course I believe, Mr. Chairman, is what the Board is referring to; that the Board would be happy, or at least appeared to suggest, that we should retain that happy period, call it happy or otherwise, maybe I'm being a little loose when I say that Mr. Hinings, that after that it's open sesame as far as the employer is concerned, and of course prior to the 90 days only by connivance or agreement by the Labour Board or the Union. So in effect, you're rejecting the concept of a first collective agreement by compulsion as is the law of British Columbia.

MR. HININGS: Yes, we are.

MR. PAULLEY: And also rejecting the suggestion that I believe is contained within the paper that I caused to be circulated - I almost fell into the trap of an alternate proposition that I connived, or constructed as to a no time limit once a union has been certified - the Chamber basically rejects B.C., and to use a phraseology, rejects

(MR. PAULLEY Cont'd) the Paulley approach - and I don't mean that egotistically, but with the retention of the present.

Might I ask you in all seriousness, and I'm being serious, I trust, in all of my remarks, has the Chamber of Commerce given any consideration to any other methodology whereby we can in the industrial relations field have an alternative in our present legislation, that is after the 90-days open sesame, the B.C. compulsory imposition and the no end after certification as suggested in the White Paper. I don't want to put you on the spot, sir, but one of the purposes, of course, of our hearings tonight and the hearings of the committee is seeking opinions, not necessarily objections. Has the Chamber given consideration to any other alternatives?

MR. HININGS: We thought we were suggesting an alternative, Mr. Paulley. We do reject the B.C. arbitrated first contracts proposed. We felt we were suggesting a modification, actually, somewhat between the present law and your own approach. In other words, the 90-day period stays in the law but that there be provision for it to be extended by the Labour Board if a good case can be made by either side for extending it, leaving it open-ended or extending it for a specific period maybe.

MR. PAULLEY: But with this caveat on that extension, "on application from the union or the company," there is that slight caveat of either side. You're not suggesting, or do I misunderstand, that there is the possibility that the Board on its own volition can extend that, because your paper here indicates either to extend on application from either the union or the company.

MR. HININGS: Either or, not both, not a joint application. Application from one side only, either/or. The Board, as I see it, would have no need to act on its own if neither party felt that he could go to the Board and ask for an extension. It is not both, not a joint application.

MR. PAULLEY: May I ask this question, Mr. Hinings. If in the opinion of the Board, without an application from either the union or the company, felt upon investigation - and of course, that investigation could only be made, I would suggest, internally with the process of endeavors to reach a collective agreement through the Department of Labour, the conciliation officers, the likes of that. Would you extend on the basis of that information without an application from either the union or the company, the right of the Labour Board, of its own volition, extending that period of 90 days. I think you would appreciate what I'm getting at is . . . still the difference of your approach.

MR. HININGS: Yes. I can't speak for the Chamber because it hasn't been considered, but from a personal point of view, I can't really see too much problem with that. Though the Board might, quite frankly, not be thanked by either party if it jumped into a dispute like that; but certainly say if a conciliation officer recommended this type of approach, I think personally I would find that acceptable. But not normally I would think without an application from one side or the other.

MR. PAULLEY: I see. That's all right because you've given me - me, I'm saying that arbitrarily, I suppose, while I am still the Minister - you have given me another trend of thought because I find that here really is a further alternative to the propositions that we have had. So anyway, we'll leave that for the time being, Mr. Chairman.

I would like just to refer briefly to Page 6, Mr. Hinings, if I may, item number 16, Compulsory Check-off of Union Dues be subject for negotiation not legislation. Is there any real signifance as to why you say that, in the event of an employer who is a party to a collective agreement just simply saying no, and by saying no, very positively would reject union dues deductions. It doesn't often happen, I suppose, in a collective agreement but there is that possibility.

MR. HININGS: There are two points here. We don't like the law as it stands, making union dues deductions compulsory, but okay it is the law and it stands. But with the law as it stands removing that word "monthly" or making any change that opens it wide could make it extremely easy for a union to put an employer in a very awkward spot if that union through its constitution decided on a pattern of dues deductions that really didn't fit that employer's pattern of operation. And okay, so we're also saying that the style of dues deduction should maybe be negotiable, not just the matter of dues deduction which we made before and we wish we still had, but the style of dues deduction should be a matter for negotiation.

MR. PAULLEY: We've had some difficulties, I'm sure you appreciate, and I'm sure one of your colleagues appreciated the difficulties that we've had in some certain segments of industry.

The next one then, if I may, Mr. Chairman, dealing with Technical Irregularities in Grievance and Arbitration Procedures. We have had difficulties in some court cases where there has been a - I almost presumed to be a judge and jury, but in my opinion, some rather peculiar judicial judgments as to irregularities in the intent of arbitration proceedings entered into between management and labour under a collective agreement, and the reason for the suggestion in this is to try and overcome a judicial application that the "i" was not dotted in the proper place or the "t" crossed in the proper place, and this has happened. And that I suggest to you, Mr. Hinings, is one of the reasons why this is raised, not with the general application of intent, but we have had legal cases where arbitration boards because of interpretations in courts have set aside arbitration awards, and I would appreciate very much if, as Minister, I could have an expansion of your objections to that.

There's one other one, Mr. Chairman, I don't want to take much further time. Dealing with question No. 20 on Page 7, dealing with the Panel of Mediators and Arbitrators, I find that in your presentation, sir, that you agree with the thinking behind this proposal, and maybe it's my fault that I didn't more clearly expand the thinking behind this.

It was that we would have a panel of arbitrators nominated by management and labour, to use those two areas, and having once received those nominees - and we would presume that both labour and management would pick people who in their judgment would be reasonably competent, and of course it's always judgmental whether a person is competent or otherwise, I don't believe there's any disagreement about that - but the purpose would be to have an alternating panel, and this is the concept, have an alternating panel so that where a mediator or an arbitrator - and I'm thinking of single arbitrators or mediators or chairmen of panels - that on a rotating basis regardless of whether the one who happens to be at the top of the list has been suggested and accepted by the Minister, being a person from the labour ranks or vice versa, one from management ranks. That is the general concept. And you say that they should not be compulsory but the effort would be to overcome - gee maybe I'm sticking my neck out when I say overcome the political thought behind some people's minds, that when the Minister, even including the present incumbent, appoints an arbitrator in accordance with a collective agreement it's a political appointment - and the concept behind this would be to get away from that concept. And then you say in your No. 20, "but feel that all parties would need assurance that the individuals selected for the panel are qualified and objective." I don't know, Mr. Hinings, whether you could tell me how you could arrive at a panel of such people.

MR. HININGS: We're not suggesting that it would be easy, Mr. Paulley. Your concept of a rotating list, a list up of nominees from both labour and management, I know is already used in some areas by some employer-employee groups. I have heard one very serious objection to that one. And that is that it is not uncommonly a practice for one group or the other to toss in the direction of an arbitrator appointed by the other side, a case that they don't mind losing, so that the next case that comes up they're going to win.

MR. PAULLEY: Most interesting. So maybe we'll throw out the concept because people aren't honest.

MR. HININGS: I think most people are honest most of the time.

MR. PAULLEY: I really think they are.

MR. HININGS: Sometimes the temptation gets a bit too much. It does pose quite a serious drawback to that system and particularly where the list of names is known and it, no matter how good the security may be it is likely to become known.

MR. PAULLEY: Well I'd hate like hell to think of two people or two groups there deliberately going to arbitration, particularly if they involve the legal profession, and that's quite costly, that if they would go to that degree there just simply to bypass one arbitrator so that in another case they're going to get somebody else. Anyway,

(MR. PAULLEY Cont'd) . . . Mr. Chairman, there are a few questions that I did want to ask Mr. Hinings, and I appreciate the approach he takes in the brief.

MR. HININGS: Can we go back to your question on No. 17, the technical irregularities, which I didn't answer. I don't disagree that sometimes there are judicial rulings that raise eyebrows. Maybe that's about all that should be said. But I think these rulings quite often raise eyebrows from one side as from the other so that labour groups taking matters to court are as often surprised by the ruling as are employers taking matters to a court. But I think in balance, the judicial system and the rulings of courts in balance and overall are fair and just because there happened to be a few that one side or the other or both sides don't like, I don't think is any reason for throwing out the system as it presently works.

MR. PAULLEY: I am mindful of course of the situation that prevailed down in Quebec with the Honourable Minister of one department down there by the name of Chretien, and I don't want to put myself in the same position; that is insofar as any criticism of judiciary. Thank you, Mr. Chairman.

MR. CHAIRMAN: Mr. Sherman.

MR. SHERMAN: Thank you, Mr. Chairman. Mr. Hinings through the Chairman to you, just two questions, sir. I would like to compliment you on the Chamber's brief and a concise presentation for us. Is the Chamber saying, and I realize that I'm referring here to Mr. Mitchener's letter, but you are here representing the Chamber and I'd like to put the question to you anyway. Is the Chamber saying in the paragraph on the top of page two of Mr. Mitchener's letter that it would favour legislation banning strikes in essential services?

MR. HININGS: Yes we would, Mr. Sherman, though as Mr. Paulley has pointed out earlier in these sessions, the definition of essential services can be extremely difficult.

MR. SHERMAN: Extremely difficult. But the Chamber would be interested in attempting to arrive at a definition of a category of essential services and then in favour of legislation that would ban strikes in that category?

MR. HININGS: Yes we would, Mr. Sherman.

MR. SHERMAN: And on the other point, this has come up before, but I would appreciate some instructions from you on it. When you say that the Chamber is anxious to see the Chairman of the Manitoba Labour Board as a completely or virtually completely impartial person and you'd like to see the regard for the Chairman to be such as would recognize that person as being as impartial as it's humanly possible to be. Have you got any suggestions as to mechanics, as to how one could find a totally impartial person who was competent for the job or how one could guarantee, how we could guarantee less partiality than you seem to suggest is possible under the present system?

MR. HININGS: I would like to emphasize that, Mr. Sherman, you corrected yourself. We're not suggesting impartiality exists, we are suggesting that it would seem to be possible and that's all, and we are not criticizing the present Chairman.

There are a variety of ways this could be done. A colleague of mine I think only half seriously or half jocularly suggested a day or two ago that maybe this position should be held by a judge, and someone with the tenure of a judge presumably has no political debts to pay to anybody.

MR. SHERMAN: Or at least they're all paid.

MR. HININGS: Or they're all paid. The account is settled by then. But the Labour Board is becoming more and more like a court and maybe it needs someone with that standing at its head; whether or not the individual is actually a judge is another matter. I think there are individuals available who are not lawyers and maybe who would not be appointed as judges who do have the confidence of both sides or have been seen by both sides in the past - I hate this both sides, it smacks of confrontation, and we don't like confrontations - but who are seen by both parties to these proceedings to be objective in the past and I think an individual could be found, because this situation is going to arise whatever party is in power in the Legislature. I think a member of this committee mentioned the other day, the next Conservative administration.

MR. SHERMAN: There are many of us who are looking for the Chairmanship of the Labour Board.

MR. HININGS: And we're suggesting it should be taken right out of the political arena, NDP, Conservative, Liberal . . . It won't be an easy task but I think an individual could be found.

MR. SHERMAN: In other words, the Chamber has given it some thought and would be prepared perhaps even to upon invitation, to suggest a method to this committee?

MR. HININGS: I think we would.

MR. SHERMAN: Thanks very much.

MR. CHAIRMAN: Mr. Shafransky.

MR. SHAFRANSKY: On Page 7, you state "the contract is in effect private law between parties." Does the Winnipeg Chamber consider the Labour Relations Act an aid or a hindrance to collective bargaining?

MR. HININGS: In some areas of the Act an aid, in some areas a hindrance, Mr. Shafransky. I would hate to be definitive and say the whole thing is good or the whole thing is bad. It isn't.

MR. SHAFRANSKY: On Page 2, the letter, indicates you know, "while democracy has often been criticized as being a very imperfect form of government, few of us would wish it to be changed for a more autocratic form." Well does not the Labour Relations Act by the fact that it's there tend to lead autocratic rule because it establishes on both parties certain things which are not satisfactory and leads to a lot of disputes.

MR. HININGS: It may lead to some disputes, I think it helps to solve others, Mr. Shafransky. I don't think an Act generally of any democratic government is an autocratic document or an autocratic form of arranging matters. Because we don't necessarily agree with all the provisions of the Act, doesn't mean to say that we feel it is an autocratic document.

MR. SHAFRANSKY: Well it does, the fact that it stipulates things, that possibly there are certain things which could be agreed to and one party or the other says well we can't because this is not within the Act.

MR. HININGS: Any legislation stipulates things that must be done by one party or another and the Labour Relations Act does lay onus on both parties to an agreement or to an employer-employee relationship. I don't consider it autocratic, although I don't agree with all of it.

MR. SHAFRANSKY: On Page 2, a question has been asked about impartiality of the Chairman; you say that it makes it impossible for him to be regarded as impartial because he happens to be a member of the New Democratic Party, whether or not that is actually the case. What leads you to this conclusion, has there been a situation or an instance where the present Chairman has shown this bias?

MR. HININGS: I have had no case of bias quoted to me, Mr. Shafransky, and I am not accusing the present Chairman of bias.

MR. SHAFRANSKY: Well, the press did report.

MR. HININGS: No, the press didn't. The press reported me accurately, at least the Tribune did, that I did not accuse Mr. MacKay of bias.

MR. PAULLEY: As a matter of fact, you commended him.

MR. HININGS: I did. As a matter of fact, I was before him a few weeks ago and won my case and it was . . .

MR. PAULLEY: I sent you a letter of appreciation for that commendation, didn't I?

MR. SHERMAN: You read the wrong paper, Harry.

MR. CHAIRMAN: You've been taking the wrong paper, Mr. Shafransky. Mr. Osland.

MR. OSLAND: Mr. Hinings, the other day, we had a brief presented to us by management and it was in an emergency area of the hospitals, to be precise, and the chap that did the presentation brought forth the idea that he was not after the idea of outlawing the right to strike, that he would like that to proceed, like he didn't want to interfere with that sort of procedure, but that he was trying to find an answer to the fact that this is an emergency situation and therefore he tried to look at both sides of the fence whereby the hospital, for instance, could go on strike but certain services

(MR. OSLAND Cont'd) . . . would be ongoing and though the people that were actually participating in carrying out those services, they would literally be on strike but they would be working, and I was just wondering if the Chamber has had a look at it from the business side, the management side, in the same situation as far as emergency situations within the province.

MR. HININGS: We hadn't taken our deliberations quite as far as the gentleman representing the Manitoba Health Organizations, I heard his brief and I was quite impressed with his reasoning. I can't say what the Chamber's reaction would be to that sort of approach, again only personally, I can say that it sounded reasonable. Again we are providing, you know, this would seem to provide essential services. Maybe he had something toward the definition of essential services there, though let's face it, hospitals are not the only essential services, and some services can be essential at some times and not at others.

MR. PAULLEY: Even government.

MR. HININGS: One matter that did come up for discussions was an employee of Greater Winnipeg Gas. Today, it's essential, July, no. And the definition whatever is I hope, eventually decided upon is going to be extremely difficult. From the point of view of health care, I thought, personally, that gentleman had a good approach but I can't speak really for the Chamber on that.

MR. OSLAND: The Minister, following the brief and the presentation and the discussion asked the gentleman if they could do further thinking on it and bring it forth in a form of submission. I just wondered - like we are caught so often sitting in this Chamber, we're getting one side of the picture, the other side of the picture, and somewhere along the line we've got to try and get a no-man's land sort of thing, and I think rather than a confrontation, I think what's coming myself, this is my own personal feeling, we're going to have to cross this bridge, we're going to have to come up with sensible answers - I just wondered if we can ask the Chamber to possibly follow through this maybe and present some further thoughts.

MR. HININGS: We could try and present some further thoughts or if that gentleman does come up with his proposal, we would be ready to have a look at that as well and maybe see if that could be extended into other areas.

MR. CHAIRMAN: Mr. Shafransky.

MR. SHAFRANSKY: Just one question. Dealing with the impartiality of the Chairman of the Labour Relations Board, was this position dealing with impartiality held by the Winnipeg Chamber of Commerce, is this a fairly recent view or was this the annual attitude of the Winnipeg Chamber of Commerce?

MR. HININGS: I don't think it's been our annual attitude, I think it's the first time we ever said it, Mr. Shafransky, in a public brief of this nature certainly. No doubt it has maybe been the opinion of Members of the Chamber but it has not previously been expressed, as far as I know.

MR. SHAFRANSKY: It wasn't expressed during the time of the Conservative Government?

MR. . . .: Yes it was, Harry.

MR. HININGS: It probably would be. Whatever Chairman the Labour Board has, is going to be accused from time to time of bias, but we feel that it's important that whatever accusations are made, that the appearance of impartiality be there, as much for general acceptance of the Labour Board rulings by either side; and let's face it, if there is a man appointed by a Conservative administration, his rulings or the rulings of his Board are going to be questioned by the labour movement, and we feel that questioning by either side should not have a political basis.

MR. CHAIRMAN: Thank you, Mr. Hinings. If I might make just one suggestion, I made it to the Minister, that perhaps we should resurrect Solomon. Thank you Mr. Hinings on behalf of the committee.

Next delegation is the Labour Relations Council of the Winnipeg Builders Exchange, Mr. George Aikens.

MR. SHERMAN: Mr. Chairman, would the committee entertain a motion to adjourn?

MR. PAULLEY: You could always entertain one Mr. Chairman, whether it

(MR. PAULLEY Cont'd) . . . would be agreed to or not I don't know.

MR. CHAIRMAN: Mr. Aikens has been here since day one and he's not the only one left of the people, there are other people but they have gone, they haven't appeared. I think Mr. Aikens has sat here patiently, I'm not going to tell the committee what they can do, they can overrule what I say, but I would say that in all courtesy, we should hear Mr. Aikens while he is here.

MR. BARROW: I believe this will be the last brief, won't it? Is there more?

MR. CHAIRMAN: Well there are other people but they are not here this evening, so . . .

MR. PAULLEY: Mr. Chairman, May I deign to suggest as a member of the Committee, and I concur in your courtesy to Mr. Aikens, that he has been here since the hearing started, we do know that certain other people did indicate they wanted to be heard. An announcement was made to the effect that we would be here tonight to hear representations. If following the hearing of Mr. Aikens representations that are none further, I would suggest that the purpose of the calling together of this committee to hear public representations has been achieved. Further representations can be heard because I would be inclinded to think legislation will be forthcoming at which time further expressions can be made.

So I would say to you, Mr. Sherman, as the representative of the opposition groups, that we should give the courtesy to Mr. Aikens, I don't know how long he will be, I know he's a very accommodating sort of an individual, that if after hearing his brief there are no further, there may be this commitment on behalf of the present Minister of Labour to hear public representation before the introduction of legislation may be achieved. And if that's agreeable, let's go on.

MR. SHERMAN: Mr. Chairman, if I may just speak to that. I would like it clearly understood that there was no suggestion on my part that Mr. Aikens be prevented from, or in any way impeded from making his presentation. It's my understanding that the hour being what it is, Mr. Aikens or any other witness appearing before the committee might feel that they might be happier, feel fresher if they were to make their presentation on Monday morning when the committee next met, and I was merely opening the opportunity up for that arrangement should Mr. Aikens so desire.

MR. PAULLEY: In other words, Mr. Chairman, what Mr. Sherman is saying is that we leave it to the good judgment of Mr. Aikens as to whether he wants a night's sleep or whether or not he would like to make his presentation.

MR. CHAIRMAN: Mr. Aikens.

MR. AIKENS: Mr. Chairman, gentlemen, I'd like to leave that decision to the committee. I have a reasonably lengthy brief, I'm quite prepared to give it tonight or to give it at any other time of your convenience.

MR. PAULLEY: I would suggest then, Mr. Chairman, that Mr. Aikens give his presentation tonight. Being the elder in the audience.

MR. AIKENS: Mr. Chairman, gentlemen, the Labour Relations Council - Winnipeg Builders' Exchange is an autonomous specialty labour relations association. All of our 150 member firms are unionized and in aggregate they perform approximately 85 percent of all construction work performed in Manitoba in the Commercial/Industrial Sector of the Industry.

Our comments and recommendations regarding the possible legislative changes contained in the "White Paper" issued by the Minister of Labour, December 2, 1975 are the views and opinions of firms who have a great deal of experience in labour relations. Most of our members voluntarily recognized the construction craft unions without certification and some of them have been dealing with organized labour on this voluntary basis since the early decades of the century. Therefore, if we cannot be characterized as the friend of labour, we can certainly claim to be the long time partners of labour in our industry. The detailed reasons behind our submissions are set forth in our Briefs to the Minister of April 9, 1974, October 22, 1974 and January 7, 1976, copies of which have been sent to all the Committee members. At this time therefore, we shall highlight the salient considerations only.

1. Unfair Labour Practices - It must be realized that the Government's stated policy "to encourage the growth of collective bargaining in the Province" carries with it a

(MR. AIKENS Cont'd)... corollary responsibility to protect the rights of those Manitobans who, for whatever reason, prefer to conduct their relationships with their employer on an individual rather than a collective basis. Presently these are the forgotten people in Manitoba's Labour Legislation.

It is certainly a step in the right direction for the Government to concern itself with the rights of individuals to join a union. We would inquire, however, if equal concern is being given to the rights of those employees who do not wish to join a union or who wish to join a union other than the one which holds a dominant position in their industry. Current Canadian legislation in almost all jurisdictions has been curiously loath to recognize and protect the rights of individual employees from excessive concentration by unions on their institutional objectives and the power struggles resulting therefrom. Careful inspection of Section 9 and 14(2) of the Manitoba Labour Relations Act will reveal that the purported protection of employee rights is severely circumscribed. While no one will argue that the abuses found in Quebec by the Cliche Commission or in Ontario by the Waisberg Inquiry are equally prevalent in Manitoba, prudence demands the strengthening of our legislation on this vital human rights issue.

For example, it is the common practice of the International Craft Unions, who dominate the construction industry, to extend and protect their unilateral claims to work jurisdiction by;

1. Enforcing boycott of the handling or installation of goods produced by other bonafide and certified unions who are rivals of, or who are not affiliated with, the subject union.

2. The concerted refusal of certain Unions to work along side members of bonafide certified unions who are not affiliated with the subject union.

3. The use of nominally informational pickets to coerce the organization of employees who are not members of the subject union by closing the project on which such non-members are employed by means of concerted refusal of the members of the organizing union, and all of those unions who are affiliated with the organizing union, to work behind the informational picket line.

We respectfully submit that these practices, which are now common in Manitoba, are an unwarranted and blatant discrimination aginst the rights of the workers whose goods or persons are so boycotted, and should be declared to be an unfair labour practice. It is of interest to note that the Province of Quebec has recently legislated this vital protection for the employees of that province as a result of the recommendations of the Cliche Commission. The Law as it presently exists in Manitoba does not supply sufficient protection to the employees and the employer being boycotted.

2. Right of Free Speech - In view of the affect that boycotts such as those previously detailed, have on the market opportunitites of companies whose employees do not wish to organize, or who wish to organize within a union of their choosing other than the union which dominates their industry, such basic human rights protection is a necessary quid pro quo for the proposed elimination of the present right of the employer to explain to his employees the affects of their choice of bargaining agent upon his present and prospective markets.

3. Extension of Powers of Manitoba Labour Board - Any extension of the judicial powers of the Manitoba Labour Board would depend for successful application on the following prerequisites;

The establishment of a full-time Board with tenure of appointment.

A less partisan division of the appointees.

A wider base in the legal expertise and training of the appointees.

A chairman equally acceptable to labour and management.

The establishment and preservation of an alternate source for final appeal. The right of appeal is a fundamental tenet of the function of the judicial system. Indeed, justice cannot be done without it. Therefore any extension of judicial power for the Board would of necessity require the right of appeal.

4. Declaratory Order - Should the right to issue Declaratory Orders and Cease and Desist Orders be added to the prerogatives of the Manitoba Labour Board the unrestricted right of appeal to the Courts, wh o currently hold the sole prerogative to issue such orders, must be clearly established and maintained.

(MR. AIKENS Cont'd) . . .

5. Remedial Payment for Unfair Practices - The combined emphasis of:

The onus on the accused to prove his innocence,

The proposed denial of the employer's right to free speech,

The proposed payment of up to $500.00 for interference with a person's rights even when that person has not suffered loss or diminution of income, could result in the encouragement of frivolous or malicious complaints. We cannot agree justice will be served by the allotment of monetary rewards to persons who have suffered no damages.

6. Professional Strikebreakers - In our Brief of October 22, 1974, we have set forth in detail the crucial importance of defining professional strikebreakers to exclude genuine ordinary workers who find the conditions of the employer's work offer reasonable, fair and worthy of acceptance.

The use of threats, intimidation, or force of any kind is equally reprehensible whether used by strikers or strikebreakers and should be rigidly controlled by means of active law enforcement and the provision of heavy penalties.

7. Alterations of Working Conditions - In these dynamic times, if the terms of employment and remuneration of any business are frozen for any extended period that business will lose its employees to its competitors due to the rapid changes prevailing in the labour market, and will soon be forced out of business. Therefore, if terms of employment are frozen the employer will be forced to capitulate or lose his business. In this situation the demands of the Union can, with impunity, be totally unconscionable since capitulation is only a matter of time. The existing 90-day freeze on changes in working conditions is reasonable since the union is barred from striking during this stipulated negotiating period. Once the statutory restriction on the right to strike is removed however, fair play demands that the statutory freeze on terms of employment and remuneration also be lifted.

Failure to do so will so distort the balance of power that equity in the first agreement can only result at the pleasure and good grace of the union bargaining agent. Since equity is the goal of all labour legislation this provision is untenable.

Our fear is not that employers will fold their tents and quietly steal away, but that they'll be forced into unconscionable agreements to avoid losing their employees. To forestall one or two poor employers we would ask that you do not pervert the entire balance of your legislation which is applicable perforce to the thousands of progressive and responsible employees who work under it. If economic sanction is to remain the prescribed method of obtaining agreements it must be accepted that once in awhile the wrong party may win, and I'd ask you not to use an elephant gun to kill a mosquito. I think that if economic sanction is not acceptable then let's impose honest arbitration and proclaim the rule of equity rather than the rule of force.

8. Dependent Contractors - We would support the contention of the Winnipeg Builders' Exchange that the term "dependent contractors" should apply to persons who:

a) Have their own tools and equipment.

b) Perform the work on a contract basis and retain all income after expenses.

c) Are not employees of the firm contracting out the work.

In addition, we consider it essential that the right of dependent contractors to perform work be protected to ensure their right of access to work on projects in the construction and other industries where the work jurisdictional claims of certain unions and the unilateral methods employed by these Unions to enforce same can, under present legislation, bar employment in these industries to persons who are not members of the dominant union or group of unions, all as set forth in our recommendations regarding unfair labour practice. This is a matter of grave concern to dependent contractors since, at present, most unions refuse membership to dependent contractors, thus forcing them to remain unorganized or to establish their own independent bargaining representatives, and at the same time that they deny them admissions these same unions attempt to limit the dependent contractors access to the work on the grounds that they are not members of recognized affiliated bargaining units.

9. Effect on Certification and Collective Agreements of Transfer of Business - The transfer of bargaining rights is a logical corollary to the transfer of an active business since the rights of the employees who create the activity should not be compromised by

(MR. AIKENS Cont'd) . . . the transfer of the ownership of the business. This principle is only applicable in the event that an active ongoing business is transferred. Any attempt to extend the principle to the transfer of the physical assets only of a defunct business would create a farcical situation. Therefore, the Act should clearly state that the amendment does not apply to a closed or discontinued business or to the disposal of physical assets only of an active business.

10. Review of Arbitration Board Awards - We agree that a time limit should be placed upon application to the Courts for review of arbitration awards but, for the reasons detailed in our Brief of January 7, 1976, respectfully request that 90 days is a reasonable compromise between the desire to speed proceedings and the careful review, consultation and consideration required prior to instituting such a serious action.

11. Technical Irregularities in Grievance and Arbitration Procedures - Collective bargaining is the method chosen in Manitoba Labour Policy to perform the private legislative function to govern relationships between the parties. Arbitration is the method required by statute to perform the judicial function of interpreting, applying and enforcing the contract terms agreed by the Parties during the collective bargaining process. Any departure in Arbitration from decision within the four corners of the contract is a usurping of the function of the collective bargaining process. If the Parties have agreed to certain technical provisions such as time limits, etc. it must be assumed that they have done so knowingly, for reason and for consideration. No attempt should be made to play God by ignoring or changing the conditions agreed to by the Parties as their private law for the term of the Agreement.

12. Court Review of Board Decisions - In our view the compromise between avoiding unreasonable delay and allowing reasonable time for the necessary legal review, re - commendation and decision could best be met by setting a time limit of no less than 90 days on the filing with the Court of applications for review of Labour Board decisions.

13. Panel of Mediator - Arbitrators - It is generally agreed by experienced mediators that their chance of success is greatly enhanced if they are freely selected by the Parties to the dispute. We, therefore, support both the general concept of the appointment of the panel as suggested by the Minister and the conditions proposed by the Winnipeg Builders' Exchange for the selection of the mediator/arbitrators as follows;

1. That those chosen are jointly agreed to by both management and labour.

2. That a sufficiently large list is established to ensure adequate freedom of choice and that the parties to the dispute be allowed the right of selection from the panel.

3. That, should the parties to the dispute jointly agree upon a person not part of the established panel, their decision be respected and granted.

The Vacations with Pay Act - While the amendment proposed in the government's White Paper is an obvious improvement upon the present statute, we concur in the position of the Winnipeg Builders' Exchange that clearer interpretation would result for the construction industry if the wording required "that the employee must work 50 percent of the regular working days in each of the four years ---" rather than regular working time.

Respectfully Submitted, Labour Relations Council - Winnipeg Builders' Exchange. And gentlemen, just for clarification, I'd like to say our Council is a separate organization from the Winnipeg Builders' Exchange, not a department of it. . . separate council . . .

MR. CHAIRMAN: Thank you, Mr. Aikens. There may be some questions that members of the committee have. Any questions? Mr. Shafransky.

MR. SHAFRANSKY: Yes . . . clarification, that the employee must work 50 percent of the regular working days in each of the four years rather than regular working time. What is the significant difference?

MR. AIKENS: Well in our industry it would be pretty hard to say what the regular working time is. Hours can vary vastly from job to job and with weather conditions and emergency situations and you get into a situation where it's very hard to tell what regular working time might be. Regular working days would be those days that the firm is in operation, and it would vary for each firm but it would not be hard to establish how many days per year you had operated.

MR. SHAFRANSKY: So that that working time could be 12 hours . . .

MR. AIKENS: Yes, if you go into northern contracts, you know, they customarily

(MR. AIKENS Cont'd) . . . . . work as much as 84 hours a week.

MR. SHAFRANSKY: What are you suggesting it should have . . .

MR. AIKENS: In all industry, we think that each firm could easily establish what were its regular working days, but to establish what might be considered as regular working time would be subject to endless dispute and controversy.

MR. CHAIRMAN: Any more questions, Mr. Shafransky?

MR. SHAFRANSKY: No, not right now, Mr. Chairman.

MR. CHAIRMAN: Mr. Paulley.

MR. PAULLEY: I just have one or two questions, Mr. Chairman to Mr. Aikens. On Page 4, Mr. Aikens, you deal with Declaratory Orders and Cease and Desist. There are some jurisdictions at the present time that have this in law, is that not the case? Maybe I can somewhat answer . . . special jurisdiction, do they not have that?

MR. AIKENS: Yes, Mr. Paulley, I think that there are some labour boards that are empowered to make these orders in certain provinces; in general these are the provinces that have established permanent labour boards with full time people. And I think the principle here is that as you move out of a strictly labour relations function more and more into a quasi-judicial function, you must then constitute your labour board to take care of the judicial function that you are creating for it.

MR. PAULLEY: I see. So that's the point you're attempting to establish in this reference, Mr. Aikens. The other one on the same page, Mr. Aikens dealing with the extension of powers of the labour board and composition of the labour board, I'm somewhat intrigued by section (d) wherein you state "a Chairman equally acceptable to labour and management." That would be a pretty tough proposition, generally, do you not think?

MR. AIKENS: Mr. Paulley, with respect, I do not believe so.

MR. PAULLEY: You don't?

MR. AIKENS: In many of our collective agreements this year, we selected panels of ten arbitrators to be listed in the agreement, and these selections were easily made by the parties and when they were finished selecting, you couldn't tell which people had been selected by management and which had been selected by labour. And everybody agreed that we had come up with some damn good panels.

MR. PAULLEY: But, Mr. Aikens, I can appreciate that insofar as mediators and arbitrators are concerned, in collective agreements, and I do compliment the construction industry on having to achieve that, but this is in reference to the chairman of a labour relations board which will be dealing with matters not at all times connected with collective agreements but cases referred, such as through Employment Standards Act, payment of wages and what have you.

MR. AIKENS: Mr. Paulley, there are many people in this province that I could name as being people that would be accepted by both sides because they're acknowledged for their complete integrity and impartiality.

MR. PAULLEY: I guess one of them you could name is a well-known Conservative that I appointed to the Construction Wages Board.

MR. AIKENS: Mr. Paulley, I have to confess that I don't even know who that appointment went to.

MR. PAULLEY: Never heard of a guy by the name of Fox-Decent . . . a candidate for the Conservative Party at one time, who the Minister of a New Democratic Party Government in Manitoba selected, on the joint recommendation, incidentally of management of labour. I thank you, Mr. Chairman.

MR. CHAIRMAN: Any further questions? Mr. Sherman.

MR. SHERMAN: No I don't have any questions, Mr. Chairman, but I would appreciate just a few seconds to make a comment. I would hope that through you, sir, to Mr. Aikens, that I could say to him that the lack of questions from myself and our group does not reflect a lack of response to the intensive work that the Labour Relations Council of the Winnipeg Builders' Exchange has undertaken in preparing and presenting in advance, a very comprehensive brief on their position, with a covering letter and with a precis that was submitted tonight, I just want to assure Mr. Aikens that we have had the full brief in our hands for some time and we have found it most instructive and helpful and thank him for presenting us with the positions that we'll be able to bring the

(MR. SHERMAN Cont'd) . . . further deliberations on this legislation. I suggest that we're prepared to acknowledge that he's had a long enough day and a long enough week in waiting to appear before the committee and we don't wish to prolong the exercise with questions; we appreciate the case he's made, we think it's clear and very helpful. Thank you, Mr. Aikens.

MR. CHAIRMAN: Thank you, Mr. Aikens, on behalf of the committee.

MR. PAULLEY: Mr. Chairman, may I now suggest, as I indicated a wee while ago, and also in conjunction with that, I believe that the clerk has distributed some copies of briefs that were submitted by individuals who are not here this evening. I think that we have fulfilled the purpose of the meetings of this committee in that prior to legislation being drafted or forwarded into the House, we have given the public an opportunity, if they so desire, of being heard which was a commitment made almost a year ago now, and I think that it would be proper, Mr. Chairman, for the committee to consider that that has now been achieved and that the committee of course will meet from time to time during the session to consider precise legislation and at that time representations, of course will be made insofar as the respective pieces of legislation are concerned. --(Interjection)-- Well due notice. And then I do want to say this, because of a considerable number of people who had expressed a desire to make comments dealing with Workers' Compensation, that already formal notice has been given in the House that there will be amendments introduced to the Workers' Compensation Act and I would suggest at that time, those people who originally expressed a desire to be heard and who are not here today, I'm sure that the committee will consider their representations at that time, and it may be possible through their major spokesman, to have them informed.

So I would suggest, Mr. Chairman, that if this is agreeable to the committee, that the committee rise on the . . . well, the Chairman asked me "and report." I think the only report that could be made was to the effect that the committee met to hear public representations and that would be about the content of the report, if that's agreeable to members of the committee. I cannot see of any other report being made, and if that is agreeable, maybe that can be done and let us then consider the commitment of public representations prior to legislation has been fulfilled.

MR. CHAIRMAN: Is that agreeable to the committee? Committee rise.

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(Briefs received but not presented to the Committee.)

Presentation to the Standing Committee of the Manitoba Legislature on Labour Relations by Alex Tkach on behalf of mislead, gagged and blackmailed workers, captive members of international construction unions on Manitoba Hydro sites and elsewhere.

Mr. Chairman and Honourable Members: In coming before you with this presentation I am under no illusions in expectation of any great changes of benefit for our citizens workers of this province. From the first time I appeared before a body such as this in these chambers, 35 years ago, to the last time four, I have found out that regardless what political party forms our government rights of individual workers count for very little when confronted by the Establishment. But this I can say in all honesty, in the 'bad' old days when labour unions as a force were relatively weak workers knew where they stood to begin with whereas now, presumably with unions in power, they are more confused than ever. This stems from the fact, at least to a great extent, that monopolies, whether in business or labour, produce leaders which feel they and they alone know best what is good for those they represent. In other words, democracy, with all its ideologic practises is only a device to fool us into a state of complete authoritarianism from the top. The exact name does not matter.

Nevertheless, being in the labour movement for over forty years on both political and industrial fronts I am far from inclined to criticise labour unions as a detrimental force. I know what they have done in respect to better wages and working conditions far better than some of the contemporaries in the unions. They base their solutions on hearsay and full stomachs whereas the old timers base their's on sorrowful conditions, starvation wages and near hopelessness. Yet, bad as conditions were then, outside a few alien orientated rabble rousers, there were enough of us to assure all of us collectivly that what we strived for and did was to promote democracy on all fronts and be good citizens of a free and sovereign nation. This is not the case today.

When union leaders, with help from the governments, sign working pacts with employers for durations of ten years without rank and file approval; when members are coerced to join unions against their conscience; when workers cannot work in enterprises they own with the rest of citizens -- like Hydro -- without paying exorbitant blackmail dues to American originated and dominated unions; when leaders of these unions can with complete immunity resort to fraud and forgery in collecting dues without required signatures from their members and when our courts uphold thistreachery with impractical technicalities . . . we are not living in a democracy. All bills and acts on human rights, fair business practises and labour become meaningless, our dignity as conscientious human beings and citizens of a sovereign nation suffers. Just how this is cunningly put into practise I am about to relate.

In my last appearance before this body, four years ago, I presented certain recommendations for implementation in our labour statutes. Of course, they fell by the wayside. This time I am not only going to repeat them but show how one union, my union, the International Brotherhood of Electrical Workers, AFL-CIO-CLC, captures members, presumably for life. It is a manner of double talk, akin to a charming strumpet laden with disease turned loose in a male army camp.

I have here a copy of the I.B.E.W. Constitution. I wish it was possible for me to give one to every member on this committee and the rest in the Legislature. However, the Minister of Labour has one or should. It is, so to speak, the bible of this great labour organization. The word ' organization' is one its leaders prefer to that of union. And well they should, it is an organization not in the true sense of a legitimate union as we know in Canada. If you had this 123 page Constitution you would be astounded by the 'dos' and 'don'ts' members must follow.

Within the front flap cover with an obituary underline is its Declaration. It should be referred to from time to time. It reads;

Our cause is the cause of human justice, human rights, human security.

We refuse, and will always refuse, to condone or tolerate dictatorship or oppression of any kind.

We will find and expel from our midst any who might attempt to destroy, by subversion, all that we stand for.

This Brotherhood will continue to oppose communism, nazism or any other subversive 'ism'. We will support our God, our nations, our unions. End of quote.

What a noble preamble. Fit to be hung over church altars and over fire places of our staunchest patriots. So what is wrong? Only this, it is a damned lie! It is the siren call of a hooker.

In this union new members are not briefed prior to taking a blind oath of allegiance to it. They do not know what is expected of them. All they know is that either, where there are no unions, this is a good union to belong to or, as the case is on Hydro and all closed shops, they have to join. At union meetings they find out they are free to talk on innocuous subjects and in support of those promoted by higher ups but are either sidetracked or cautioned to adhere closely to the Constitution and By-laws. They find out further that democratic elections for officers and/or agreements, also respecting strikes, are far different than those in politics or other organizations. That there is no such thing as true secret ballots when they are handed out and marked in crowded halls with few pencils and peeping over shoulders. But above all, sooner or later they find out, how their inalienable democratic rights have been taken away from them.

On page 96, article XXVII, is headed Misconduct, Offenses and Penalties. It is too extensive and in some instances redundant to be presented in its entirety, I will only give its most obnoxious high lights. After each one the noble Declaration should be read for their hypocritical inconsistency.

A member may be penalized for:

1. Resorting to courts for redress by members for alleged injustices by the I.B.E.W. or any of its local unions without making first use of a . . ." four month waiting period in the United States."

Get this; in the United States! This was inserted in the Constitution at the last Convention of the I.B.E.W. in 1974 in Kansas City, Missouri, upon the recommendation of its international president and secretary treasurer, after numerous and heated discuss-

ions between Canadian delegates seeking more autonomy and representatives of the Union hierarchy. It is proof positive that Uncle Sam will not free Canadians from his clutches on the Nelson River or elsewhere.

2, 3 & 4. Advocating action against the I.B.E.W. As I am doing here. "Violation of any provision of the Constitution and the rules herein, by-laws ... " Having knowledge of the violation . . . failing to file charges."

This is akin to the blood oath of the Mafia. A good I.B.E.W. member is expected to be an informer against his fellow workers in this brotherhood. If he isn't he has no right to work.

5. "Advocating or attempting to bring about a withdrawal from the I.B.E.W. of any local union or any membership or group of members." Let us stop right here!

Section 17(3), of the Manitoba Labour Relations Act, reads; "Any provision in a collective agreement requiring an employer to discharge an employee because the employee is, or continues to be a member of, or engages in activities on behalf of, a union other than a specified union is void."

The intention here is clear and good but which should prevail? How many rank and file members, especially newcomers, know of its existence? Their union bosses will not tell them. On the contrary they will frighten them with the provision in the I.B.E.W. Constitution. As the Minister of Labour knows, I wrote identical letters to him and the incumbant I.B.E.W. head in Canada, Ken Rose in Toronto, and asked which law was right. After a prolonged delay Brother Rose replied that the I.B.E.W. respected our statutes and alluded to me as unworthy of a reply, no wonder, at the I.B.E.W. Convention he put boots to Canadian sentiments but the Minister was more diplomatic. He said he would stick by the Act . . . except that final decision was up to courts. In all fairness, may I ask, what courts? Those in the United States or Canada? If in the States it means our labour statutes are fictional guidelines. If in Canada it can mean, as I along with other plaintiffs on Hydro sites found out, legal gerrymandering can make our Labour Relations Act subject to the I.B.E.W. Constitution. In plain words, we should know, without any hair splitting or legal polemics . . . who in the hell is running this government, we, as citizens of a sovereign nation and independent province or labour bosses from Washington?

7, 8 & 9. "Publishing or circulating . . . misrepresentation" . . ."Sending letters or statements, anonymous or otherwise . . . oral statements . . . to public officials" . . . etc. "Attempting to create dissatisfaction . . . "

You guessed it, I, here before you, making this presentation as an alleged free citizen in a free country, am subject to be reprimanded by a union which pays lip service to its false Declaration cited earlier. Four years or so ago our former I.B.E.W. head in Canada, William Ladyman, took me to task for writing to our Minister of Labour, the Attorney General and the Premier about labour conditions in the north. They were not authorized to deal with this subject. The fact that I went to them only after his local agents failed did not matter. The I.B.E.W. with the other construction unions were the only authorized bodies to do with us as they pleased. For this type of alien skulldoggery, upon retirement from his lofty post with an executive's pension, paid for by the sweat of rank and file I.B.E.W. brows in Canada, the said Brother Ladyman has been rewarded with a $200.00 per diem by Trudeau as a Member of the Anti-Inflation Board. Whilst I, in the land of my birth, who contributed towards his oppulent living, had bread snatched from my mouth by him and his lackeys in this province.

I can go on and on citing provisions in the I.B.E.W. Constitution and By-laws which humiliate us in the eyes of decent men and women; which are meant to destroy our affection and aspirations for our country but as members of different political parties, you gentlemen should appreciate the following.

16. "Attending or participating in any meeting or gathering not suitable to the I.B.E.W.

Within that cluster of words in a short sentence are hidden implications too dangerous to overlook. The I.B.E.W. is a self-appointed censor to tell us who we should vote for in all elections. We can be made to vote on all levels of government as the I.B.E.W. dictates from Washington, Toronto or Winnipeg. If it decreed we need not change governments we wouldn't. This is no democratic body and it admits it in those few words. How can we break this appalling vision of monopoly labour power if we want to salvage what little freedom we have left? I therefore beg of you, regardless of polit-

ical labels, to give your utmost consideration to the following proposals.

The Labour Relations Act should be amended with onus of protecting democratic rights of all concerned, with emphasis on the rights of individual workers. As now constituted unions can only represent employees under the assumption that they always act on behalf of their members without bias. It means that where once workers had one master, their employer, they now have two, employers and unions; and between both of them the latter are much worse. Employers seldom prevented dismissed workers from seeking work elsewhere but unions can and do. To illustrate how self-containing this is we cannot move freely from one part of Canada to another in search of work without approval by our monopoly octupus unions. This may be very orderly, military style, but it is not democratic. Now for specifics:

1. We should have a Labour Court or, in its place the Labour Board should be presided by a judge with an impeccable reputation as its chairman. It should have the same powers as Courts of Queen's Bench.

2. Closed union shops to be modified with the Rand formula but as in the case of objectors on religious grounds dues to be paid to churches of choice. However, in respect to the right to work, especially in public utilities, there must be no discrimination in hiring or retaining union or non-union employees.

3. All union constitutions to be screened prior to recognition by the body cited in paragraph 1, with all provisions in conflict with our democratic rights expunged. We cannot permit a near treasonable document like the I.B.E.W. Constitution in its present form to make mockery of our laws and turn workers into second hand Canadians.

4. Union dues not to contain pension premiums as gimmicks to enslave workers for life. Such fraternal pension plans to be approved by our Provincial Pension Board. A separate brief on I.B.E.W. pensions will be mailed to all Legislative Members shortly. Some of you may already have received it.

5. An annual detailed audit of local union funds by accredited auditors to be mailed to all members concerned, not merely shown upon request, if at all, in union offices. Presently our monies are lumped into very brief accounts, leaving them open to question. For instance, we can readily find out what you gentlemen earn as Members in the Legislature, likewise those holding office as Ministers, but we cannot find out exactly how much our business agents and staff earn in a year. That is how I.B.E.W. union democracy works. During 1974 we were belatedly told, when an increase in dues was forthcoming, that in that year we sent over $129,000.00 to the head office in Washington and went $45,000.00 in the hole.

6. All employees' agreements with employers be ratified by members concerned. How many know, including many union leaders, that the ten year pacts on Hydro sites received no such endorsation? This black mark in labour participation, forced obedience to American unions and convenience of Hydro, must be shared in no small measure by our Premier and the Minister of Labour. The former represents this Government on Hydro and the latter, through one of his representatives, assists in negotiating agreements in which workers have no say. Furthermore, all those in responsible positions cannot escape some responsibility by their silence. It is discriminatory to say the least, for touting the virtues of participatory collective bargaining with rank and file approval everywhere in Manitoba except north of the 53rd parallel.

9. All bargaining agencies on behalf of employees to be certified. The idea that just because certain employers are willing to recognize unions without certification, as in the case of Hydro, lends itself open to many abuses. The only people who can determine this are the employees involved.

10. All union voting to be supervised by inspectors from the Department of Labour. Especially in respect to elections of officers, ratification of agreements, strikes and money matters. This practise was in vogue before and can be again. Although, as a rule, voting is by ballot there is little secrecy without supervision when ballots are passed around and marked in crowded meeting halls. It likewise is open to abuses by peeping over shoulders and coercing the timid. At these meetings it is nothing unusual for the chairman to be partial, as he should not be.

Mr. Chairman and Members, public meetings such as this on labour relations, to be meaningful, must be more than just forums to let off steam and forgotten. The

points and views raised by me do have wide support amongst union members and non-union citizens. I mention the latter because they have a stake in the industrial life of the country and, as in the case of Hydro, they are part owners. In this respect it is the duty of the Government to see that all legislation passed is fair to the public at large. With equality of opportunity open to all of us, to earn our livelihood in accordance with our talents and conscience . . . without any misleading and fraudulent means engaged by individuals or organizations for none other but selfish interests. Furtherthereto, on more than one occasion I have come across statements by Minister Paulley that he believes in collective bargaining with little, if any, interference from his department. This is the ideological concept. In practise it seldom works because there are few restraints - - Inflation Board notwithstanding, -- as guidelines. Unions, especially international construction unions, have proven many times they do not give a damn for Canada for no other reason but to exploit it materially and morally. Good citizenship, as Canadians, is the last thing they have in mind. And the I.B.E.W. Constitution proves it. I thank you. Alex Tkach.

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Brief of Mennonite Brethren Herald:

Legislative Industrial Relations Committee

I speak to this committee both as a private citizen and as a member of a religious group within the province, the Mennonites, who have a long history of concern about the relations of people to one another. In particular, a significant number of my brothers and sisters within the church have felt very deeply the disturbing trends within Canada within the labor-management sphere.

It takes no great insight to recognize that we have drifted further and further into an atmosphere of militancy and confrontation, in which few seem willing to genuinely listen to one another or to take the public welfare into account. I would like to register my presence before this committee as an expression of deep concern.

I am concerned in particular about the following:

1. The deeply ingrained militancy which has come to characterize labour management relations. We hear and read about strikes almost continuously. There is virtually no sector of the economy which hasn't experienced strikes, and even when the distance between an offer and a demand would appear to be very slight, both union leaders and rank and file workers have no hesitation to talk strike. Teachers, policemen, bus drivers, nurses, doctors, construction workers, all talk strike and have gone on strike as it has suited them.

2. The growing disrespect for both a signed contract and the law of the land. Equally distressing to many citizens, as one would hope also to legislators, is the growing tendency for unions to call strikes in violation of their contracts or to defy back-to-work orders when ordered to go so by courts or by governments. While the ordinary citizen must pay heavily if he is caught in a violation of the law, all of us have seen the blatant disregard of the law by union officials with little or no accountability, before the law.

3. We should also be disturbed by the expectation implied by the demands frequently made that society owes me a living, and not only that, but an increasingly higher standard of living. I am deeply persuaded that Canadians have been some of the worst culprits in the world in this respect. Demands for a higher level of income which is not reflected in greater productivity can only be gained at the expense of someone else. It is only because Canada enjoys perhaps the most abundant natural resources in the world that we have not bankrupted ourselves by our demands. We must begin to take seriously the frightening trend toward parasitism we've been encouraging. Work and genuine productivity should not be viewed as unreasonable or unfashionable goals.

4. Further, it is disturbing to note the militant insistence of those already receiving high wages to ask for unconscionably higher raises. It should not be acceptable for us, for instance, that under the anti-inflation guidelines of the federal government that the highest-earning people should be able to receive increases up to $2400 while those on the lowest incomes can only receive $600. But neither should it be acceptable for people in certain trades, as the building trades, where the costs can easily be transferred onward, to receive the increases they received in this province this past summer. Such increases represent a serious exploitation of less advantaged groups within our society.

It is with these trends that we must come to grips. Unfortunately, it is quite likely that the legislation which the Minister is proposing will do nothing to help to change the directions I've indicated. Indeed, they may merely reinforce them, providing the legislative framework for greater militancy and confrontation. I would like to suggest causes for our problems:

1. On the one hand, we have come to place increasing faith in legal contracts, social legislation, the courts, and other similar instruments to maintain a sense of social responsibility, when concern for one another and justice finally depend on our attitudes. I think we should view it as extremely serious that we should find it necessary to establish our rights to such an extent as we are proposing to do within the legislation which is under consideration before this committee. If we don't want to treat one another with justice and respect, no amount of legislation will make us do so. If there is no trust among work associates, legislation won't create it. Society is built, in the final analysis, on a social contract among people. We agree to submerge our own interest for the sake of others and work for the common good, if the society is to function. Increasingly, we are functioning as though our only trust is in the legislation we enact or the courts we establish, and yet very little of what has resulted gives us any reason to hope that the solution lies in that direction.

A gifted American educator told a meeting of Christian leaders recently that it is "sacred beliefs and social bonds which bring us together. When these roots wither .. legal contracts (may) keep us from killing each other. Marital contracts (may) define who will do the dishes and who will have the affairs. Surgeons will practice with the aid of attorneys. Courts and contracts set the standards and define the relationships where once there were unspoken bonds of cohesive community. But no one celebrates the contract." I think we should recognize that legislation such as that which we have enshrined within the Labour Relations Act does nothing to re-establish or even foster community and cohesion within the world in which most of us do our work.

2. To that I should like to add, that in the labour legislation which has found acceptance within our country, as well as many others, we have accepted the ideology of the class struggle and the structures of the adversary system. It is virtually impossible for people within the structures of unionism in Canada to see management as anything but an enemy and for management to see unions or their workforce as anything but opponents. Instead of approaching one another with from the standpoint of common interests, it is assumed that they will see one another as working against each other's best interests. Both feel compelled to make unreasonable demands upon the other. Instead of looking at each as partners in a joint enterprise, they must see each other as opponents. I would like to say that for many Christians, including many within this province, this stance creates serious questions of conscience. As Christian says to himself that he is accountable to a higher law, the law of Jesus Christ, and that whether he is an employer or an employee, he is in fact a servant of Christ. Both employers or employees should see one another as partners under God, the Christian tries to say to himself, and an adversary stance cannot be acceptable. I would hope that this government would take that conviction very seriously. And I would like to suggest, with all respect, that if this attitude were encouraged by this government, it would do a great deal more for labour - management relations in this province than the legislation that further enshrines the principles of the adversary system.

3. Associated with the adversary system is the use of the strike as the ultimate and frequently the only means of arriving at solutions. It is surely a reflection of the sterility of the thinking of many governments and labour movements that the strike is seen as the only effective means of coming to some solution on differences. What this does is establish <u>force</u> as the way of coming to solutions. It encourages the use of intimidation and makes the definition of right dependent on the side which can development the greatest force. It minimizes such issues as justice and morality in favour of force.

4. One sees the outcome of this elevation of right arrived at through might in the very clear shift of unions away from a sense of responsibility for the poor, the disadvantaged and the helpless. It should be unthinkable that a handful of men should go on strike and cause the evacuation of hundreds of people from a hospital. Surely their interests can't be said to supersede the interests of the sick who can't be held responsible

for the grievances of those on strike. The conditions of work cannot be so unacceptable that it would justify a strike, and if they are, they should be free to leave the place of work for another. But they should not be allowed to exploit the helpless in this manner. A responsible government should be able to guarantee both fair treatment of employees in essential services and the maintenance of those services.

I am deeply convinced that a thorough-going reformation of the entire union movement in Canada is of first importance, beginning with a recommitment to the principle that the movement is there for the welfare of all people, not merely the members of a particular union or local. There is little indication at this point that virtually any union is willing to consider the impact of its demands on the poor, the aged or the helpless.

Many times the first impact of increases in wages is felt as exploitation of the poor, or those on fixed income.

This reformation will need to involve a readiness to allow workers to organize into unions along the lines of their philosophical or religious convictions. The very pervasive trend toward single union representation within particular industries, or firms, has made it extremely difficult for the genuine concern for the welfare of the whole to come to the surface. Dissent, serious concern for alternate approaches have been submerged by powerful leadership within closed shop union structures. Yet there is no good reason why workers within individual industries or firms could not be represented by a variety of unions reflecting their various convictions and ideologies. It is working in other countries.

Let me conclude with a word of encouragement. All of us are dismayed at times by the many problems we see about us. When we see exploitation, when we read of another strike, when we discover another point at which we appear to be experiencing a breakdown, we are outraged. Yet we must not lose heart and think it doesn't pay to work for a better way. There is a way which guards the dignity of all men, there is a way which seeks the welfare of the next person, there is a way which looks out for the poor and the helpless, there is a way which is concerned with doing justice, rather than only getting it; it is the way taught by simple peasant prophet many centuries ago. His concerns should continue to be our concerns, and we can never go wrong when we accept them; "And what does the Lord require of you but to do justice, and to love kindness, and to walk humbly with your God?" Respectfully submitted,

Harold Jantz, Editor, Mennonite Brethren Herald.

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BRIEF OF THE CONFEDERATION OF CANADIAN UNIONS

The Confederation of Canadian Unions is pleased to have this opportunity to meet with you today, to present our views on legislation which affects the workers of this province.

This is the first presentation which the C.C.U. has made to the Government of Manitoba. We have decided to limit our remarks today to matters which bear directly on the Manitoba Labour Relations Act, since amendments to that Act are under consideration. However, we hope that in the future, the C.C.U. will have the opportunity to express its views on more general government policies and legislation which are of concern to our members.

Since its formation in 1969, the Confederation of Canadian Unions has experienced a steady growth. We now represent over 25,000 workers from Montreal to Vancouver Island, organized into a dozen national unions, employed in just about every type of industry and by many of the largest corporations in the country. The C.C.U. stands for an independent labour movement for Canada, one that is democratically controlled by Canadian workers and free from the dictates of organizations based in a foreign country.

This is a position which, we believe the vast majority of workers in Canada support, and the growth of our own organizations, as well as the debate on this issue which is developing within the American unions in Canada, testify to this support. Although much remains to be done, we are confident that the day is not far off, when Canadian workers will be united in a labour movement, independent of any foreign control, and fighting with all its strength for the needs of the workers of Canada.

We have studied carefully the information which the Minister of Labour released in December, 1975, concerning possible changes in Manitoba's labour legislation. Many of these proposals we agree with, especially those strengthening the protection of workers under the unfair labour practices sections. However, there are a number of proposals with which we disagree and there are additional points which we would recommend be included in the Act.

Manitoba Labour Relations Board

(a) C.C.U. Representation. The Confederation of Canadian Unions believes that it is time that representation be given to the C.C.U. on the Manitoba Labour Relations Board. The Government of British Columbia appointed a C.C.U. nominee to its Labour Board last May, and we feel that the growth and stature of the C.C.U. both in Manitoba and across the country warrants that a similar move be taken here.

The powers which the Manitoba Labour Relations Board exercises have a serious impact, not only on the development of unions, but also on the lives of workers across the province. In view of the importance of the decisions of this Board, the government has an obligation to ensure not only that the Board is operating in a just and fair manner, but also that the appearance of justice is maintained by the Board. The C.C.U. submits that such standards cannot be met with the present composition of the Board.

As you no doubt are aware, there are serious differences between the American unions affiliated to the Manitoba Federation of Labour and the independent Canadian unions in the C.C.U. When a C.C.U. affiliate makes an application to the Board, it faces a situation in which the labour nominees to the Board have been appointed from the ranks of the American unions. Our affiliates are understandably skeptical that their arguments will be given a fair hearing when the labour member has come from an organization which is openly opposed to the objectives of the C.C.U. Indeed, we often have the impression that the labour member is against us before the hearing begins. This is particularly the case when the application is one in which a C.C.U. union and an American union are in conflict.

It has been argued that the C.C.U. does not have sufficient members in Manitoba to justify an appointment to the Board. However, it must be remembered that the C.C.U. in standing for an independent labour movement for Canada, represents a distinct position among Canadian trade unionists. This position has traditionally been met with intense hostility by the representatives of the established American unions, but it is a position which is winning increasing support from workers across the country. To ensure that recognition is given to the desires of thousand of workers in this province to have independent Canadian unions, we feel that it is necessary to appoint a C.C.U. nominee to the Board.

Certification

(a) Automatic Certification. The Confederation of Canadian Unions recommends that the provisions in the Act for automatic certification be spelled out. As the Act now reads, Section 30(1)(a) states that the Board may order a vote if it is satisfied that the union has the support of 50 percent of the bargaining unit. The authority to grant automatic certification is not stipulated but merely implied.

The C.C.U. would further recommend that in applications for groups of unorganized workers, automatic certification be granted when the Board is satisfied that 50 percent of the employees are union members. A simple majority is all that is required to decide most questions in a democratic society. Indeed, most of the governments of Canada feel quite comfortable in exercising their authority without the support at the polls of a simple majority of the electorate. It is the position of the C. C. U. that to require more than a simple majority for the certification of a union is not a democratic safeguard, but rather a deliberate roadblock to union organization.

(b) Evidence of Membership. The C. C. U. feels that it is time to re-examine the requirement that a payment of $1.00 be made when signing a union card. There is an inconsistency in the present regulations under the Act. The Board accepts anti-union petitions and petitions to decertify a union without evidence of the payment of any fees; why should union supporters be put to this test?

(c) Access to Information. Section 58(1) of the Act now provides that once a union has been certified, the employer is obliged to provide the union with a list of the names of the employees in the bargaining unit, along with their job classifications and rate of pay.

The C. C. U. recommends that this information, plus the addresses of the employees should be made available to the union once an application has been made. Such information could be vital to the application, and an employer should not be in a position to thwart an application simply by hiding some of the employees in the bargaining unit.

The C.C.U. therefore recommends, that at the very least, all information relevant to the application, including an up-to-date list of employees, be provided to the union following its application. We would strongly urge, however, that the practice recently enacted in British Columbia (Section 4(2)(b) of the B.C. Labour Code) be adopted in this province whereby a union, on notifying the board that it intends to apply for certification for a group of unorganized workers, be supplied by the employer with a list of the names, addresses and phone numbers of its employees.

(d) Representation Votes. The Confederation of Canadian Unions is pleased that the government intends to clarify the issue of who is entitled to cast a ballot in a representation vote. The C. C. U. is concerned, however, that the question of who votes not be left entirely to the discretion of the Board, but rather that clear guidelines be set out in the Act.

We recommend that the current practice (as laid out in Rules 35 and 36) be maintained, which allows the vote only to employees who were in the bargaining unit on the date when the application was made. This regulation is necessary to prevent employers from padding the voting constituency with stooges after an application has been made, and in this manner attempt to upset an organizing drive.

We would recommend, however, that an employee who was a member of the voting constituency on the date of the application, but who voluntarily terminates his employment before the date of the vote, not be entitled to vote.

Suspended, fired or laid off employees should be eligible to vote if they were employed on the date of the application. However, we recognize that in these latter cases the arguments for inclusion or exclusion can vary substantially and the Board should be empowered to use its discretion in such cases.

(e) Timeliness of Certification and Decertification Applications. The Confederation of Canadian Unions wants to state its objections in the strongest terms possible to the proposals that would restrict the period when an application for certification can be made where there is an existing collective agreement.

As we have already stated, the Confederation of Canadian Unions represents the movement among trade unionists for independent Canadian unions. Increasingly, in every part of the country, workers are deciding to get out of the American unions and either join an existing Canadian union, or in some cases, set up a new union.

The C.C.U. is well aware from our contact with rank and file workers, that the sentiment for Canadian unions is very strong. We have argued that if Canadians were given a chance to vote on whether they wished to belong to an American union or a Canadian union, the overwhelming majority would vote Canadian. In the only example of such a vote being conducted within an entire union, the 50,000 members of the United Papermakers International Union voted 87 percent in favour of forming a Canadian union.

One reason why, despite this sentiment, there are not more moves to break out of American unions is that the constitutions and practices of the American unions, - and in some cases, the laws of this country - are holding Canadian workers captive in these unions. We think that it would be a disgrace for the Government of Manitoba to consider legislation which would make it more difficult for workers of this province to exercise their right to choose the union which will represent them.

The proposals before the government, if enacted, would mean that the opportunity for workers to change their union would coincide with the termination of the collective agreement - if the contract ran for a period of two years or less. But this is precisely the time when negotiations are taking place for a new contract. An application by a union to replace the existing bargaining agent at this time invariably means a delay in negotiating a new contract. It is not uncommon for the proceedings in such instances to be drawn out for many months. Naturally, many workers are reluctant to consider such a move when they know that it could disrupt contract negotiations and result in a delay in receiving wage increases.

The C.C.U. is not fooled by this proposal. We know that it is being put forward by the American unions in the hope that they can further barricade themselves from the wishes of Canadian workers and undermine the rights of workers in Manitoba to belong to the union of their choice.

The Confederation of Canadian Unions believes that the question of whether workers want to belong to a Canadian or an American union must be separated from the question of contract negotiations. If any changes are to be made in the present legislation, we propose that the "open season" as it is called, must be removed from the period at the termination of a collective agreement. The C.C.U. maintains that workers in Manitoba must retain their right to change their union once every year, but that the open season be moved to the 6th, 7th and 8th months of each year of the collective agreement.

(f) Freedom to Change Unions. In Sections 9, 14(2) and 17(3) of the Act, the government now recognizes that it is necessary to protect individual union members from discriminatory action taken by their union because they have exercised their rights under this Act. The C.C.U. maintains that these protections must be strengthened and extended.

The constitutional structure of many American unions makes it difficult and expensive for Canadian workers to break away. For example, through the "reverter clauses" which are a part of most American union constitutions, all the assets and property of a local union which breaks away, reverts to the U.S. headquarters. These assets rightfully belong to the workers whose dues dollars have built them up and should accompany these workers should they decide to leave the union. The C.C.U. maintains that such reverter clauses in union constitutions should be outlawed by the Act.

Of even more importance are the pension and welfare benefits which are vested with the American union and which a union member would lose should he join another union. In most cases, contributions to these plans are compulsory, yet the U.S. headquarters of the union can hold the loss of these benefits as a club over the head of any group of dissatisfied workers in order to keep them in line. The C.C.U. maintains that the Labour Relations Act should ensure that the receipt of such benefits for which a worker has paid, should not be dependent upon his continued membership in the union.

Arbitration

The Confederation of Canadian Unions has become increasingly concerned about the cost of fighting a grievance through to arbitration. It is no longer uncommon for the costs of an arbitration case to be several thousand dollars. For corporations, these bills can be written off as tax free operational expenses, but for unions - and it is usually the union at the local level that pays for arbitration cases - it has become a serious financial burden. We feel, quite frankly, that the arbitration process is turning

into a racket, and that the government must act to rectify this situation before it gets completely out of hand.

We want to remind you that it is the state which has taken away from workers the right to strike during the life of a collective agreement and imposed on them by law, the arbitration system. The C.C.U. therefore maintains that the state should pay the costs of arbitration. The Manitoba Labour Relations Act already recognizes this principle by providing that the costs of conciliation boards and officers be paid out of general government revenues.

At the very least, the government should establish a fee schedule for chairmen of arbitration boards which would govern their expenses, and the C.C.U. maintains that such a fee schedule should bear a close relationship to the average industrial wage in the province.

Declaratory Orders

The Minister of Labour has indicated that consideration is being given to the adoption of legislation which would give the labour board power to issue declaratory and cease and desist orders. We presume that the intention of this proposal is to take out of the hands of the courts the authority to issue injunctions in labour disputes. If this is the intention, the C.C.U. supports this move, as the misuse of injunctions by the courts has been a longstanding grievance of the labour movement in this country.

Conclusion

The Confederation of Canadian Unions has appreciated this opportunity to present to you its views on these matters. We trust that you will give them careful consideration when you are formulating the policies of this government. And we hope that in the future, we will have the opportunity to present and discuss our recommendations on issues which are of concern to our members in this province.

Respectfully submitted, R. Kent Rowley, Secretary Treasurer