LEGISLATIVE ASSEMBLY OF MANITOBA
THE STANDING COMMITTEE ON INDUSTRIAL RELATIONS
Wednesday March 7, 1990.

TIME — 8 p.m.

LOCATION — Winnipeg, Manitoba

CHAIRMAN — Mr. Parker Burrell (Swan River)

ATTENDANCE - 11 — QUORUM - 6

Members of the Committee present:

Hon. Mr. Enns, Hon. Mmes. Hammond, Oleson

Messrs. Burrell, Cowan, Edwards, Evans (Fort Garry), Harapiak, Ms. Hemphill, Messrs. Minenko, Praznik

WITNESSES:

Mr. Robert Hilliard, Private Citizen

Mr. Hugh McMeel, Private Citizen

Mr. Daryl Reid, Private Citizen

MATTERS UNDER DISCUSSION:

Bill No. 31, The Labour Relations Amendments Act

* * * *

Mr. Chairman: Order, please. I call the Standing Committee on Industrial Relations to order. This evening the committee will resume hearing public presentations on Bill 31, The Labour Relations Amendment Act.

If there are any members of the public who would like to see if they are registered to speak to the committee, the list of presenters is posted outside the committee room. If members of the public would like to be added to the list to give a presentation to the committee, they can contact the Clerk of committees and she will see that they are added to the list.

If we have any out-of-town presenters or any presenters who are unable to return for subsequent meetings, please identify yourselves to the Clerk of committees and she will see your names are brought before the committee as soon as possible.

Just prior to resuming public presentations, did the committee wish to indicate to members of the public how long the committee will be sitting this evening? What is the will of the committee?

An Honourable Member: Ten o'clock.

An Honourable Member: It is 8:15.

Mr. Chairman: Committee rise.- (interjection)- That is just a little humour there. Ten o'clock.- (interjection)- We will aim for ten o'clock.

An. Honourable Member: In or thereabouts.

* (2005)

Mr. Chairman: Okay, this evening we have three presenters. Mr. Robert Hilliard, No. 50 on your list; Mr. Hugh McMeel, No. 54; and Mr. Daryl Reid, No. 55.

Mr. Hilliard, please. Do you have a written presentation to distribute?

Mr. Robert Hilliard (Private Citizen): I am afraid all I have here is some scratch notes, which I will—

Mr. Chairman: Oh, that is a hundred percent, but if you had a written presentation, we like to pass it out before you get started.

Mr. Hilliard: I am afraid I cannot do that.

Mr. Chairman: We will let you just go right ahead then.

Mr. Hilliard: I would like to start by thanking the committee for this opportunity to speak on the topic of the repeal of final offer selection. I have had the opportunity of visiting this room on occasion over the last couple of weeks, and I have certainly seen an awful lot of people make statements concerning the statistics, the mechanics and the operation of final offer selection, and its relative merit. I do not intend to repeat all of those statistics.

I do think, however, it does bear repeating that final offer selection is a useful tool to ordinary men and women in Manitoba who are employed in workplaces that fall under the jurisdiction of The Manitoba Labour Relations Act. It is a tool that has proven time after time to be valuable as a means to encourage good-faith bargaining and a means to reach mutually acceptable collective agreements.

I do believe that the case has been made justifying the utility for final offer selection by previous presenters in terms of referring to the statistics, mechanics and individual experiences with FOS. I would like, however, to talk about some of the aims and the objectives of some of the individuals who have appeared before this committee to argue in support of the repeal of FOS.

Several days ago, Mr. David Newman, who is the president of the Manitoba Chamber of Commerce, appeared before this committee to argue in support of repeal. He told you that management needs to be unrestricted if our economy in this province is to realize its potential. These management rights must prevail, according to Mr. Newman. Just what kind of management rights was he talking about that he finds restricted by final offer selection? What does he say management needs to be able to do to operate efficiently?

For guidance on what Mr. Newman was talking about, I suggest that we refer to some of the proposals he himself has made on behalf of employer clients for use at the bargaining table. One example can be found in negotiations which took place between the United Food and Commercial Workers Local 111 and Amesco 1967 Limited, a division of Westburne Industrial Enterprises. Mr. Newman demanded the following terms to govern the discharge of new employees. I would like to emphasize these are proposals that Mr. Newman presented to a bargaining agent for a first contract. This is his style of negotiations.

* (2010)

He wanted to be able to fire new workers for any one of the following things which I will quote. He wanted to be able to fire them if a personality conflict existed. These are things he was writing into the collective agreement. He wanted to have management have the ability to fire people solely for the reason that a personality conflict may exist, no mention about whose personality may be at fault or who may be the antagonist, just if there is a personality conflict, then the employee goes.

No. 2, reliability is questionable, solely at management discretion. The ability to meet acceptable production standards is not timely available, whatever that might mean. Adaptability for the workplace is questionable. Again, what exactly does that mean? If the character of the new employee is questionable, these are words right in the collective agreement. If health and absenteeism is of concern. If management potential is not present or is doubtful.

The kicker, the last one, just in case there might be something Mr. Newman might have left out. If the suitability for the job is questionable for relevant, other work-related reasons than those listed above. In other words, Mr. Newman wanted to be able to terminate the employment of any employee for any reason that suits the employer at the sole discretion of the employer without any rights whatsoever for the employee. These are proposals that Mr. Newman puts forward at the bargaining table and submits to the Manitoba Labour Board for approval.

This one clause, as well as many others, was submitted as I indicated to the Manitoba Labour Relations Board on a first contract application. That clause and a great majority of the other clauses Mr. Newman had proposed were rejected. Any reasonable person would have rejected that blueprint for management tyranny. What Mr. Newman is clearly proposing is that employers should have the right to act in any manner they choose without regard for human rights, legal rights, or moral rights.

What kind of relationship have some of these employers and their representatives sought over the years in dealing with their employees? It is a matter they have considered for centuries. In fact, the common law that guides the relationship between employers and employees has its roots in feudal England. That common law is often referred to as the common law of master and servant. That philosophical and psychological relationship exists today.

Progressive statutes such as final offer selection amend this relationship between the employer and the employee. It is only the statutes that are passed in Legislatures today that amend that common-law relationship. Labour lawyer Michael Nash has noted and I quote: "It should be emphasized that unless the employee has the benefit of statutory protection, the comfort the common law gives is fairly cold."

I am astounded by the continuing far-right-wing agenda that flows from a few management representatives in this province. The conditions that Mr. Newman and his supporters seek in Manitoba are only turned back by progressive legislation such as final offer selection. Today, Mr. Newman wants final offer selection off the books. He has indicated first contract legislation should go as well. You heard him say that, he mentioned that in his presentation to this committee. What is next? Will he and his clients feel fettered by expedited arbitration? Will minimum-wage laws have to go as they have in many American jurisdictions? What about health and safety laws in the workplace? Environmental protection laws, are they also an annoyance to Mr. Newman? What the proponents of the repeal of final offer selection are really proposing is a return to the master-servant relations as contemplated by feudal society. They are reactionary and outdated. They do not belong in our modern society. What exists today that we can refer to for guidance on how some of these employers view the workplace and the economic challenge?

* (2015)

The Winnipeg 2000 study recently commissioned by the City of Winnipeg is one document we can refer too. What does it find troublesome about labour legislation? What does it identify as impediments to economic development? Let us have a look. Page 30, the report refers to such things as the need for compulsory overtime at any time at the sole discretion of the employer. Our employment standards and our labour relations act say that is not possible now, that the employee must consent to this unless there is an emergency situation. This terribly radical law, according to the Winnipeg 2000 report, must go.

It wants a lower minimum wage for young people. Again, this can be found on page 30 of the report. This is a clear violation of the Charter of Rights which prohibits discrimination based on age. The report also complains that workers are entitled to a one-hour, unpaid lunch break. This they also find offensive.

On page 12, the document observes that the immigration of native people into the workforce will be difficult. I will quote: "Businesspeople express concern that Natives do not share the same values and work ethic as other individuals in the workforce." A quotation lifted directly out of the report.

Page 28, the document expresses a concern about the increasing urban Native population. I quote again: "This is a growing concern because employers indicated that they believe rightly or wrongly that many Natives have a poorer work ethic than non-Natives." This is racist claptrap. Is this the sort of business value that

should be unleashed in our society? Is this the future? Is this really the kind of philosophy that should be guiding our society and workplaces?

Prior to his presentation, Mr. Newman stated, while being interviewed by media personnel in the hallway, that final offer selection should be viewed as a question of values. The values that permeate our community in the pursuit of economic success must be continually monitored, scrutinized and viewed in the larger context of what kind of society do we want to live in. Surely that is the job of legislators.

I am appalled by the clarity of the message delivered by Mr. Newman when he attacked Manitoba Government Employees' Association President Peter Olfert's presentation to this committee. Mr. Olfert stated in his presentation that he can now go to his union members and ensure to them that they can get a fair collective agreement. Mr. Newman's response: that is reason enough for the repeal of FOS. I was here; I heard him say it. Why is the very idea of fairness for workers so repugnant to Mr. Newman? Why is this so offensive to the people that Mr. Newman represents?

Society is not an entity to be used to maximize profit at any cost. We must be mindful of the need for a healthy mixed economy which includes the quality of life which we aspire to. We cannot turn that society into a malleable piece of putty to be changed at will to pursue the almighty dollar.

A healthy, sustainable economy, one that creates jobs and wealth, is absolutely necessary. That does not mean human and worker rights have to go out the window. We can have a healthy economy and fairness for workers and society. They are not mutually exclusive. Again, and my brothers and sisters forgive me for uttering these words, but I do agree with Mr. Newman's assessment that this FOS question is a question of values. It is not a question of statistics. It is not a question of mechanics. It is a question of values.

Those MLAs who are contemplating to vote for the repeal of final offer selection will be voting for an increase in the imbalance of power in the workplace. They will be sanctioning the arbitrary exercise of power and authority against vulnerable working people. I ask those MLAs, if FOS is repealed, what will you do to protect those vulnerable workers, particularly women and young people? These women and young people are struggling to form unions and win fair collective agreements. If you repeal FOS, what are you going to put in its place to protect these people? You are not helping these people if you repeal FOS. You are taking what little protection they have away from them. We as a society are diminished if this happens. If you repeal FOS, you as legislators will be directly responsible for doing this. You have a choice between sanctioning the abuse of arbitrary authority or protecting vulnerable people. These are your choices. Who will you stand up for?

* (2020)

Before closing, I would like as well to make a few comments on the announcement that the Liberal Labour Critic gave yesterday. He had a press conference yesterday afternoon in which he announced the new position on FOS. He presented this new position, in my opinion, under the guise of a compromise. It is my opinion that it is not a compromise. It is smoke and mirrors. There has been virtually no movement from the Liberal position from before to now.

We had polar opposites before on FOS. We had the Chamber of Commerce position over here; we had the labour movement's position over here. The Chamber of Commerce said, FOS has to be repealed. The labour movement said, FOS must stay; we must run the course for five years; take a look at the experience of this five years and then judge on its merits, on the experience. From the Chamber of Commerce position of repeal the Liberal Party has moved to here, hardly any movement at all. They are still right in line with the Chamber of Commerce. The difference between repealing this legislation and the suggestion of the sunset clause being moved to three years is only a matter of six, eight months at most. If this committee and the Legislature votes to repeal FOS, by the time it gets through this committee, by the time it gets through third reading in the House, by the time it gets proclaimed, we are looking six to eight months, to the end of the year. The Liberal position is not radically different from that. It is very close to the same thing.

I would like to comment on something else about the Liberal position. We have heard many, many times from Mr. Edwards himself that the statistics that are available now on FOS are inconclusive, because it has been too short a period of time. Well, another six or eight months is not going to radically change that. It is still going to be too short a period of time.

Mr. Edwards (St. James) also announced—and he seemed to do so with a great relish and take pride in that—that the Liberals were going to make a new suggestion that there be a mandatory review of the legislation, that a report come back to the Legislature making recommendations, but this was all going to happen after the law has died, after it is off the books. It is going to leave that great big gap in there. Any review of the legislation should take place before it is gone.

Now if we are going to have a review of the legislation after the law has gone and there is going to be a recommendation come back to a Government that is philosophically opposed to FOS, there is no way there is going to be a new Bill on FOS. It is not going to happen. That is illusory. That is a meaningless suggestion. It might have meaning if the review were to take place before the legislation dies. To take place after, it is useless.

However, the Liberals are also saying that they want to extend FOS another six to eight months. If they are doing that, there is some implication in there that FOS must have some value, some limited value, because otherwise they would just continue with their position to repeal it immediately. If it has some limited value for six or eight months, it will have value in 1991 as well, and it will have value in 1992. The value does not disappear in six to eight months from now.

* (2025)

I have had the opportunity, as many other labour people have had, to meet with different MLAs on this issue on numbers of occasions, certainly met with the Liberal Party, Members of the Liberal Party, on a number of occasions. We have argued our position numerous times, tried to argue it from every possible angle, but we were told by Members of the Liberal Caucus before these committee hearings began that what they wanted to hear, they wanted to hear from some rank-and-file people. They wanted to hear but from some trade unionists who had changed their mind.

This committee has heard from those people. They have heard from many of those people, and those people have given a continuous, consistent message and that message is keep FOS. Let it run its course for five years; let us judge it on its experience after five years. Every rank-and-file trade unionist has said the same thing. There have been half a dozen other trade unionists who have come forward and indicated that they have completely reversed their position on FOS. This committee has heard from those people. The new Liberal position does not reflect what they have heard.

I have to comment as well: the NDP had announced sometime previous that they would put forward an amendment to change the sunset clause to four years. I am not aware of any trade unionist endorsing that plan. I personally felt uneasy with it. I thought it was necessary to run the full five years if a proper evaluation was to be made. However, if there was a genuine desire to find acceptable middle ground, and I emphasize acceptable, that perhaps a four-year sunset with a mandatory review before it expires might be that ground, but it cannot be anything less than that. Anything less than that is nothing but smoke and mirrors.

I thank you for the opportunity to present before this committee, and I am certainly willing to answer any questions that you may have.

Mr. Chairman: Thank you, Mr. Hilliard. Are there any questions to the presenter?

Mr. Jay Cowan (Churchill): Yes, I do not want to ask a lot of questions of Mr. Hilliard this evening, because we are going to try and get through as many presenters as we can, but I did want to ask his advice from his perspective as a member of the labour movement in Manitoba and a member of the leadership of that movement.

The Liberals, as you indicated, have put forward a proposal for three years. The assumption is that without that proposal the Government would proclaim final offer selection relatively quickly after the Liberals and the Conservatives supported its passage in the House. Therefore, their proposal would buy another number of months perhaps, seven, eight, nine, ten months. They are saying to us, and I think it is an attempt at a type of emotional blackmail, that if we do not agree to their three years they are then going to vote with the Conservatives to pass this Bill, and any strikes that take place between the period of time in which the Bill is implemented and the three-year time limit that they proposed would be the fault of the New Democratic Party.

I would like your response as to how you believe, given your vantage point and your perspective on labour in this province and the organizations and the Leadership within those organizations, that sort of emotional blackmail should be responded to by the New Democratic Party.

Mr. Hilliard: If that is a position that is being put forward by anybody, I would say it lacks total credibility. Why would it be the collective agreements that are going to expire in the last half of 1990 are more important than the collective agreements that expire beyond it. It just does not make any sense whatsoever. If this is a tool to help resolve difficult bargaining in the last half of 1990, it is also a tool to help resolve difficult bargaining in 1991. There is just no reason whatsoever why December 31, 1990, all of a sudden everything is going to change in the labour relations field in this province. Unless of course FOS is not part of that, then it might radically change.

* (2030)

If it is not a part of it in 1991, then those MLAs who vote to repeal FOS or at least not have it around for 1991, will be responsible for that change. The position lacks total credibility in my view; there is just no justification for suggesting a three-year sunset. It does not answer the argument of statistics and experience with FOS. It somehow seems to be saying for some inexplicable reason that a few collective agreements or maybe even many collective agreements in the last half of this year are more important than all of the other ones to follow. If that is the case, I would like to have somebody explain to me why that is, because I do not understand it.

Mr. Cowan: I would like to ask you the tough question that I have been asking myself then. In that instance, how would you respond to that threat, that if the three years is not accepted then they will vote with the Bill, pass it through, and we would see the repeal of final offer selection take place immediately? How do you respond to that when you have to weigh on the one hand the labour peace for that period of time that might be accomplished versus the perception of yours which is very accurate that this is a very transparent and illusionary attempt at trying to place smoke and mirrors rather than judge final offer selection on its merit?

Mr. Hilliard: I cannot imagine why anybody would advance that position and expect people to believe it, quite frankly. In the labour movement we have always taken the position that you do not sacrifice one person or one group for another. We bargain for everybody. What we want for one we want for all. We are not prepared to sacrifice everybody who has a collective agreement that expires next January or next February or any time in 1991. We are not prepared to put them on the sacrificial altar just so that a few others this year can have that advantage. We want it for everybody.

Secondly, and the other point I really want to make is that there is very little difference between allowing

FOS to just die and wither away in December or repealing it now and having that repeal take effect some time in the next couple of months. There is very, very little difference in that position. I do not think that anybody who advances that position to anybody, especially the working people in this province, they will see through that immediately for what it is. There is just no difference to those people at all whether FOS dies in December—I should not say no difference but virtually no difference—between whether FOS dies in December or June. It is still dying. That is the real issue.

If somebody wants to keep it, then let us keep it, but do not let it die in December instead of June. What is the difference?

Mr. Cowan: One of the reasons that the Liberals have put forward for their proposal, which is to have it repealed in three years and then a review done in six months, is that they believe that it requires some evaluation. Now that is exactly the same sort of basic situation in which we found ourselves when we brought the Bill forward and gave it a five-year life span and had intended to have the evaluation take place somewhere during the latter part of that period of time to determine whether or not to continue with final offer selection.

Because it was innovative, it was new, it was untested, there were questions that had to be answered. That process, as I visualized it at that time, would have a review take place. Then, if the legislation was found to be appropriate, maybe with some amendments, maybe without some amendments, it would be brought back in so that there would be a continuation of final offer selection at the end of that five-year period in its present form or somewhat modified form. If the review showed that it was not working and that the concerns that were expressed at the time were worthy of its repeal then it would not have been reintroduced.

I believe that any balanced, fair assessment of final offer selection will show, perhaps with some modifications, that the process in Manitoba works relatively well and is accomplishing what it was intended to accomplish. That is, to provide one more tool for both management and labour to use in trying to resolve otherwise irreconcilable conflicts without having to resort to a strike or lockout or other economic warfare. I truly believe that to be the case. I believe that there may be some modifications that are required but they are minor, and would welcome a review that would take into consideration any factors that anyone would want to lay on the table with respect to whether or not it is working.

Unfortunately, the option which has been put forward by the Liberals is the autopsy option. Kill it, and then tear it apart and see if it was working before you killed it, and then you can decide whether or not to stuff the organs back into the body and continue on with it, rearranging them perhaps in a modified fashion or just as they were.

I know how much trouble it took to get final offer selection through a Cabinet and a caucus that is generally pro-labour. I think you remember some of those debates as well. I know that it took a lot of time and energy, and it had to be a priority in order to be brought forward in a legislative form. I do not believe that any other Party right now would have that same intent and that same priorization of that issue. They have other priorities which they feel are more important, and that is fair, but I do not think we would ever see final offer selection in a legislative form again in Manitoba until there was a New Democratic Party in power, even if the review showed it to be a very positive factor in our labour relations climate.

I would ask you for your comment on why it is you think they are putting forward the autopsy option rather than an option that would have a review take place and leave final offer selection in place until a determination could be made as to whether or not to amend it, repeal it or leave it in place as is?

Mr. Hilliard: I have to only conclude that option, presented in that way, quite frankly, is an attempt to placate angry working people and placate angry labour leaders in this province. It is an effort to try to prevent us from venting our anger. In my view it is an incredibly transparent one. I do know the effort that went in to getting FOS under the legislative books. There was a lot of controversy involved. There were a lot of arguments. There was a lot of debate.

The committee hearings in which FOS was debated on the first go-around, a very hot summer day, as I recall. There was a lot of acrimony in the room quite frankly. A majority of the people did seem to want it, but there was certainly a vocal minority. It was a very difficult process to get in. I believe that the limited experience that it has had so far has indicated—in fact, there have been people change their minds. You have heard from some of those people. They have been here.

I think that the limited experience that has so far happened has shown that perhaps that debate was worthwhile. I do remember the original debate; I do know what went into it, I also know that the official positions of the Conservatives and the Liberals were adamantly opposed. The Conservatives, their position has been unchanged. I am not surprised about that. I expect that. The Conservative Party has traditionally gone the way of the Chamber of Commerce. The Chamber of Commerce has said they want the repeal of FOS. They are completely opposed to it. I expected the Conservative Party to maintain their position.

The Liberal Party often tries to be all things to all people, it seems to me. I see this latest effort as more of that. Unfortunately, I am not going to speak for the Chamber of Commerce. They certainly have not done anything for working people with this new position. It is transparent. It is non-movement in my eyes. It is the old position dressed up in new clothing. It just is not going to wash at all with us.

Mr. Chairman: Are there any further questions? Mr. Enns.

Hon. Harry Enns (Minister of Natural Resources): Mr. Hilliard, if I understood you correctly, towards the conclusion of your comments, you indicated to

Members of the committee and particularly to my colleagues of the Liberal Party that, in response to your perceived requests on the part of that group wishing to hear from the people of Manitoba on this issue, they had indeed over the course of this committee hearings and the course of the deliberations on this Bill have heard from a good number of the people of Manitoba as to the views of the Bill.

* (2040)

I have to tell you from my experience as a Member of this Legislature, both in Opposition and as Government, I commend my colleagues, the Members of the New Democratic Party, for their energy and for their effort on behalf of their position on this Bill. I commend yourself and other representatives of organized labour, both at the leadership level and the rank-and-file members that we have heard from during the course of the sittings by this committee hearing representation on this Bill.

The very fact that we have dedicated so much time to this Bill certainly underlines the point to me that it is considered to be a very important piece of legislation that is being considered here, at least certainly very important to one of the political Parties and groups within the Manitoba Legislature and certainly very, very important to organized labour as demonstrated by their tenacious defense of the Bill. What surprises me, and I feel it ought to surprise you as well, I cannot recall ever having sat in a Legislative committee—and I have sat, some would say regrettably and others may not, that I have sat in these committees for some 24 years—and I have heard many contentious pieces and bits of legislation passed.

I can recall sitting through a long, hot better part of July and August when a Government was passing legislation that impacted severely on the lives and interests of a large number of Manitobans, but prevailed and Autopac was created. They were hot and heavy committee hearings at that time. Some of you might remember that.

Certainly, without wishing to raise it, but more recently, hot and heavy and long, protracted committee hearings when a Government dealt with certain aspects of the controversial language question and constitutional questions dating back a few years, or indeed on any other kind of Bill. It can be the introduction of farm machinery legislation or something like that, and while very often the presentations are weighted one way or another, usually one has, in fact, in all cases have there been presentations from both sides of the coin, if you like.

It was absolutely surprising to me on an issue that organized labour, that the New Democratic Party says is of vital importance to the climate of labour relations in the province, that not a single employer has come forward in defense of the position that you are taking on this issue. I have heard different labour leaders up here talk with disdain and contempt of some employers whom they consider to be bad employers, but in the same breath they have also acknowledged that Manitoba has many good employers. It just surprises me as a member of this committee. I would simply ask you if it does not surprise you that neither Members of the New Democratic Party, neither organized labour, has been able to convince a single employer to come forward to this committee and speak in defense of the position that you are asking this committee to take. Thank you.

Mr. Hilliard: My first comment would be that we did not go to any employers to ask them to present. That is not our constituency. Our constituency is working people. Those are the people we represent. Those are the people we speak on behalf of. Those are the people we talk to.

I should emphasize as well, while you have not heard from any employers advocating the retention of FOS, you have not heard from very many employers advocating its repeal either. There have been not very many presentations advocating that. It is my view that the majority of employers in this province do not care a whole lot one way or the other.

There is, however, a strong, vocal, ideologically driven minority led by Mr. Newman who wish to attack every piece of labour legislation in this province. In fact, he referenced it in his committee presentation here. He said that every piece of labour legislation passed since 1972 has retarded economic growth in this province. I do not believe that Manitoba has suffered since 1972 with retarded economic growth first of all.

My second comment would be that if we are to return to pre-1972 labour law, we are really going back to getting rid of as much labour law as we possibly can and going back to the common law of master and servant. Mr. Newman's position is extreme. It is not followed by the majority of employers. Most of them do not care that much.

However, in my experience in dealing with and sitting in the same room with employer groups and trying to arrive at acceptable middle ground, it has been my experience that the vast majority of employers take the position that they do not want any law, that their position is, keep it off, we do not want it, we do not need it. The reason is quite obvious. They have the authority, they have the power, they have the ability to make decisions on their own now. Every law impinges a bit on that and provides a bit more democratic rights to other people. I do not find that surprising at all, but I do want to comment that I do not believe in my opinion that the majority of employers in this province give a hoot one way or the other.

Mr. Harry Harapiak (The Pas): Mr. Hilliard, I was here the evening that Mr. Newman made his presentations, and I was not surprised when you brought forward many of the positions that he had brought forward during negotiations. I also know many of the employers, some employers that have used it and feel that the legislation is fair and worked to help very difficult negotiations for them as well. I am just wondering if you feel—you said that most employers do not have the position that Mr. Newman took here, but do you think that is a position that most labour lawyers that Mr. Newman is bringing forward, or is that an extreme position that Mr. Newman brought forward?

Mr. Hilliard: No, I do not believe that. I have, in my previous capacity as local union president, negotiated with a number of different employers. I have also negotiated with a number of different labour lawyers. I will confess it has never been my displeasure to have sat across the table from Mr. Newman. However, the experiences in dealing with Mr. Newman are legion in the labour movement. Everybody who negotiates collective agreements knows about them. He is the epitome of bad faith bargaining. His sole objective is to break the union and get rid of it. However, that has not been my experience in negotiating with other labour lawyers, in negotiating with other employers.

Mr. Newman sat up here; he presented on the first evening of these committee hearings. There were many people sitting back here in the audience. Many of them were labour leaders who negotiate collective agreements in this province; many of those people have also negotiated in the same room in the same collective agreement against Mr. Newman. Mr. Newman cavalierly waved to the room like this and said, these are my labour friends. I want to tell you, there was not a single person in there that did not just rot inside at that statement. Mr. Newman has no labour friends. That is not the case for other labour lawyers. That is not the case for other employers. In fact, that is not very sensible labour relations.

* (2050)

I have been involved in strikes with mining companies. It can be very unpleasant, but when it is all said and done, we have to live with each other and we know that. We have the maturity to deal with each other, to respect each other, to accept the fact that we both have a right to exist and we are both part of this operation. We will continue to dialogue. Some of those people you can even call friends. You can deal with them on a social basis; you can have fun with them. Mr. Newman does not fit that category at all. His reference to his labour friends was offensive; it was very offensive.

I want to comment on something else. Mr. Newman talked about getting rid of all these labour laws that are impinging on the collective bargaining process. He referred back to 20, 30, 40, 50 years ago when labour leaders were, to use his word, heroic. They were heroic because they struggled against all odds. They struggled against the stacked deck. They had all the labour laws stacked against them and he would like to see those heroic labour leaders fight against all odds. He is the guy who is sitting on the other side with a stacked deck. It is almost sadistic.

Mr. Harapiak: Mr. Hilliard, I was involved in a strike that happened 30 years ago when some of those heroic labour lawyers were operating. I want to share with you that it was not a pleasant experience. I lived through a nine-month strike in Sudbury, so it was very encouraging to me to hear some of those young women, who were involved in some of the strikes that were taking place in Manitoba in the last little while, coming forward and sharing their stories about the difficulties that they faced while walking the picket lines. I guess from listening to their story, I think that the legislation does work, and I want to commend you for your presentation tonight. I guess I want to encourage you to continue to speak up for those little people who are involved in labour in Manitoba.

Mr. Chairman: Thank you, Mr. Harapiak. Are there any further questions? If not, thank you very much, Mr. Hilliard. We will now call on Hugh McNeil -(interjection)- McMeel, I am sorry. That is terrible writing, that is worse than mine. Do you have a written presentation to distribute, Mr. McMeel?

Mr. Hugh McMeel (Private Citizen): No, Mr. Chairman, I do not.

Mr. Chairman: Well, that is fine. Would you just proceed then whenever you are ready? Get a water there, if you like.

Mr. McMeel: Mr. Chairman, Members of the committee, I have sat through a number of these hearings, and it was not my plan to come before this committee to present something to you. However, as the previous speaker indicated, I was here also when Mr. Newman was making his presentation, and Mr. Mitchell the same evening. Listening to some of the people who have given presentations since then—and Mr. Newman referred to just a moment ago his labour friends. He used my name in particular if I recall correctly.

I thought that, yes, Mr. Newman made a presentation, and he has a right to his point of view, but let me tell you he told you stories. He did not tell you the complete story. So in talking to some of the people who had been involved in FOS, I thought, well, perhaps I should come and give you perhaps the final details on the part that he left out and give you my personal experience before and since FOS.

I have spent many years in the labour movement, Mr. Chairman, Members of the committee, and I have taken part in many lengthy strikes, been involved personally. My first strike was in 1966 with Canada Packers, which was a very long strike, and lasted between 14 and 16 weeks. This was prior, of course, to FOS. There have been many other strikes in Winnipeg and Manitoba since then and have been referred to before this committee, so I will not go into details on all of them. The ones that I will relate to—the next very lengthy strike were the years 1971-72 at Old Dutch, the only strike that ever has taken place there to my knowledge. It was also a very lengthy strike for the simple reason that there was no FOS. It is very difficult when you go on strike to have a tool to get negotiations going again. That is why we feel very strongly that FOS is just another tool to get both parties together.

The next long strike that I was involved in was at Swift Canadian in 1974. Again it lasted for 10 to 12 weeks. Again, of course, no FOS and the trend was lengthy strikes. Then we had a strike at, '76-77, the East-West Packers custom abattoir in Best Brand Beef—there were four plants, a very lengthy strike again. It lasted for anywhere between perhaps 10 and 12 weeks.

We had a very lengthy strike that I was involved in in 1977 at the Canada Packers poultry plant. It lasted

for approximately 14 weeks. There was one that I think has been referred to, a couple of them perhaps last night by Mr. Atkinson, the Export Packers strike, the J. M. Schneider strike, which was nine months, Export Packers and J. M. Schneider about 16 weeks.

Then we had in 1984 the Burns strike here in Winnipeg. It lasted again between 14 and 16 weeks. We had the same year a lockout at Canada Packers. Canada Packers took the position that if they went on strike in Burns, you would get locked out. We were forewarned of this. People at Canada Packers did not want to go on strike. They wanted to work. Of course, companies have the right to lock them out and we accept that right. They have a right to lockout, we have a right to go on strike.

However, with no FOS, there was nothing for those people at that time, those 800 or 900 people at Canada Packers; they were simply just out on the street. Now in those days, of course, if you went on strike, people take that very seriously before they vote to go on strike, because they knew they were going to have no income or next to no income in wages or strike pay, which was very, very minimal in those times. But, at the same time, the companies were prepared to close down their plant.

You know, I have heard here discussions about level playing field. Certainly we do not in the labour movement think that there is anywhere close to a level playing field. However, it was certain we could say, more level if the company has decided that we are going to close the plant, you go on strike, the plant will close. They are losing money; so are we. That is a fairly reasonable approach. But, of course, in more recent years, that is not the position of companies. They are simply, as soon as you go on strike, hiring scabs and keeping the plants operating. Companies are not making as much profit as they would like to, but they are operating and making a reasonable dollar perhaps. The people are not. There is no way of course that these people could get back into the plant if it was not for FOS.

Now in the more recent years that Mr. Newman and Mr. Mitchell referred to that I was personally involved in, I want to tell you some of the facts they left out. The strikes have been referred to a number of times here. I hope I will not bore you with going through the facts and giving you the remainder of what was left out in some cases.

Fisons Western, down in eastern Manitoba, Whiteshell area, the peat moss situation—you have heard that referred to before this committee many times. Mr. Mitchell was here making a presentation, but he conveniently left a number of things out. Yes, FOS was on the books, and before a strike or anything took place, I was representing those people I was negotiating. I met with the company numerous times before the contract was even legally allowed to be open. They simply took the position, we are going to be asking for rollbacks. We are going to be asking for a cut in weekend premium, a cut in overtime premium; we are going to be asking for a cut in stat holidays. This is a company that we have had very good labour relations, working conditions with in the past years. For the last 10-15 years, we have negotiated agreements with them and very few difficulties. Yes, we have had our problems; we have had a short strike or came close to a strike perhaps a few times, but we always seemed to get an agreement and we are certainly very proud of the conditions we had negotiated for those people—not part of the province.

* (2100)

However, they took the position because another company came on the scene in the later years, which I will be referring to in a few minutes, that were not paying the same rate of pay or had the same conditions as we had, and they felt, we are going to roll you back to where they are.

Now when a company comes into Manitoba—this company came from Quebec—we all, of course, welcome these companies with open arms; however, it was our job to organize them. We did that. However, as the saying goes, Rome was not built in a day. We did not get the same agreement from them—I am speaking now of Premier West Peat Moss, they are situated in Giroux and further, southern Manitoba, east, I guess—everything we had at Fisons Western, we did not get from them, it's very true.

The first agreement, unfortunately, who did we have negotiating? Mr. Newman. We ended up on first contract. If it had not been for first contract, we still would not have an agreement. I will not even bore you with the details of some of the clauses he was proposing. We thought we were being very reasonable. All we wanted was a reasonable agreement, the wording of the agreement we have at Fisons, which in the industry—in case some of you are not aware—normally have the same wording in an agreement if it is packing house or peat moss or health care or whatever—similar wording in each agreement.

You will not have all the conditions and the benefits, but at least you will have similar standard wording. He would not even agree with that. Would you believe some of the clauses he was proposing was to delete parts of The Labour Relations Act? Really, you do not need too much experience for that; that is impossible, you cannot do that. If the agreement is silent, you are still governed by The Labour Relations Act. He would have the nerve to do this, bring proposals on the table, reams of paper, to antagonize you and keep the thing going. However, we ended up in first contract with them because, I am sure, of Mr. Newman.

I want to go back to Fisons Western, this past year, because they were going to roll us back to their standard; we had not reached the plateau that we had at Fisons with Premier. They said, we are going to roll you back. The workers there felt, we have negotiated with this company for the last 15 years, we are certainly not going to let them roll us back, take away our weekend premium, our stat holidays. In Premier, we only had nine at that time; we had 11 at Fisons. They wanted to take two away, they wanted to take weekend premium away. We had double time for working Sunday; we only had time and a half at Premier.

These were some of the things they wanted to take away. The people, of course, knew about this because

the company made it very clear before we even opened the agreement. What the company did was they applied for FOS. They were right to do that. They talked to me about it. I said, go ahead, we have no problem with that, you apply for FOS.

If the membership accepted, you have FOS. I have heard that this committee and some of the Members of the committee are even saying, FOS is not fair, the company has no say. Now, I ask you, Mr. Chairman and Members of the committee, how more democratic can you be than saying to the membership, you will vote by secret ballot? Do you want this or do you not? Yes, I think that is very, very fair, the way FOS is set up. The company can apply, the union can apply. The company applied, we endorsed it, we had our membership meeting, we presented it to the membership, the membership were very, very upset, not at the company applying for FOS, but by being reminded every day that, hey, we are going to cut you down to the size of Premier West, because they are our competition.

There is no doubt that the company perhaps has a right to try that in negotiations and use that as a lever for them to negotiate. I have no problem with that. We take the position, well, yes, you have a reasonable argument. However, we are not prepared to go down; we are prepared to try and get the other ones up. This is how negotiations work.

Anyhow, the membership voted there by secret ballot and turned it down. We started in negotiations, and of course we did not get very far with negotiations because it was concession after concession. There was no movement at all right up until the deadline. Of course, our people were quite upset because this is an industry that it is summer, and it has to be very good weather for the operation to work successfully. That year, we must have been doing something right because certainly the weather was on our side. It was just beautiful harvest weather, as they called it, for harvesting the peat moss. Of course, our people were prepared and they said, we do not want to delay one day; we want to be ready to go on strike if we do not have an agreement on June 1. The agreement expired the end of May.

It was my job to make sure everything was ready. We had applied for conciliation and we had gone through the process which is not compulsory, but we did that because I believe, personally, in trying to get a negotiated settlement without a strike if you can possibly do it. It just was not there. We had such a frustrating meeting with the conciliation officer—I mean, he just threw up his hands, he said, forget it, we cannot, we are not even close.

Anyhow, they went on strike. I will not go into the details of the strike because I think it is mentioned many, many times here, what happened. Finally, after the second window, I think the 60-30-day period, we applied for FOS, because certainly it was mentioned here last night what the company was prepared to do. The company was prepared to keep us out, lock us out, if you want to call it that, and say, you guys are not coming back. They had made it very clear to us, we are not going to operate the rest of the year. There will be no work for you during the winter, and there will be no unemployment either because this it is, you will simply be on lockout.

Of course, we had to give that a lot of consideration. So what we did is we applied for FOS, and this is when Mr. Mitchell got involved. The date, I understand, that was given to you last night was a certain day of August 5, I guess it was, when the union applied for FOS, which was the first day that we could apply. Mr. Mitchell, in his wisdom, challenged that and delayed it for another three weeks, saying in that, well—used legal terms—you cannot do this and so on and so forth. Of course, then, the Labour Board was delayed in setting up a vote. It meant that these 150 people were on strike three weeks longer than they should have been.

However, all he really did—and he did not mention this to you at the committee hearing—was he just used that as, I assume, a legal argument to delay the return to work. Would you believe on the eleventh hour Mr. Mitchell in his wisdom withdrew his objection so that it took the Labour Board three weeks to set up the hearing? Everything was go for the next morning, and I get a phone call close to midnight, the night before the hearing, saying the hearing is off but unfortunately we are going to have to go because Mr. Mitchell did not get in touch with me early enough.

Now to me, I think it is very, very wrong to do something like that, but these are some of the tactics that are being used. So it delayed it for three weeks. Finally, we had to vote and went back to—of course, you go back to work immediately. That is what FOS does for the people. They were able to get back to work. I also will not go into the details of how it is done, the selector and all that. I am sure you are all well aware of it. But what happened was we had the selector appointed and we communicated with the company. Mr. Mitchell was not involved in the negotiation. The selector was there. We drafted our proposals. The company drafted theirs. We went through all the legalities of setting up the meeting and so forth, exchanging proposals. We met and, would you believe it, Mr. Chairman and Members of the committee, we started presenting and the selector said, I do not know why you people could not have reached an agreement. He says, I am going to let you people continue here. I am available. He went to the next room. We negotiated for two days. Lo and behold, we came up with an agreement.

* (2110)

Why did we come up with an agreement? Because FOS is there. It is doing its job. There was pressure on both parties. Yes, we agreed to some concessions, and the company, of course, changed their plan from before. But we came up with a very reasonable agreement, and this is one of the statistics, of course, when we get into numbers, saying that so many have been settled without the selector. I was personally involved in that. I am very well aware of what had taken place before FOS in negotiations before the strike and what took place after when FOS was there and the company knew and the union knew, we knew, that hey, we have to be a little bit more reasonable.

I might say to you that our proposal to the company before we went on strike—really all the people were

looking for was an extension of the agreement. They were not asking for large increases in wages or anything else. They knew, yes, the company has had hard times for the last year or so. We put that to the company. Oh, no, they wanted to reduce them by $5 an hour starting off with. Then they go down to $2.00. But then if they feel they have a little leveller with FOS—that is what we put in our proposal.

Unfortunately, with FOS, unless you agree on the term between the company and the union, you are going to end up with a one-year agreement. Now, of course, we did not want a one-year agreement. Neither did the company, however, because we would be back at the bargaining table a short time after that. So, during our discussion in front of the selector, we agreed that it was going to be a two- or three-year agreement. So then he left the room and said, you guys agree on it. We finally agreed on a three-year agreement. But let me tell you, if it was not for FOS, those people would have been out there all winter, no question in my mind.

We went from that on to Premier West this past year, which is the company that is creating a lot of these problems. They want lower wages, lower benefits, you name it. I again was, fortunately or unfortunately, in charge of negotiations, but that is our job. I mean, I say that is why we get paid so good. We are supposed to do a good job. So you are there and it is your round, your time to do it. However, we took the position that look, it is going to be difficult with this company. That same company told us and told the people and made it very clear to all the workers every chance they got—their agreement expired, if I recall correctly, on September 27—they said, if we do not have an agreement, we are going to lock you out. The reason why we are going to lock you out is that we want to make sure that you are not going to be able to collect unemployment insurance. We lay you off every winter anyhow. You know, it is normal. After October, September if the weather is poor, but October, they go from 75 to 15, 20 people. But we are going to lock you out. That is knowledge of all the workers, because of that reason.

So then we start thinking, hey, legally the company can do this. They can lock you out anytime whether it is September 27 or October 27, and yes, there would be at least 45 of you who would get nothing. You cannot collect unemployment insurance if you are locked out. So we thought, well, the best thing to do here is apply for FOS. Of course, I, being their leader, more or less was familiar with the details of what to do, and we did this.

First of all we applied for FOS. Mr. Newman came on the scene. First of all he was going to be heading up the negotiations for the company. Now I talked with the company. We have a very good relationship with this company, always had, since Day One, even though for the first agreement—Mr. Newman has been involved in the second agreement—first agreement we went for first contract. The second agreement Mr. Newman was involved, but then the vice-president came in from Quebec, got rid of Mr. Newman, said, I will settle this. One day—we had a settlement when Mr. Newman was removed, and I am not saying because he was removed we had the settlement.

The vice-president came in and I guess got filled in on what was happening, because we gave him an earful and the company maybe gave him an earful. He said, well, okay, we will meet, set up a meeting, and we got an agreement within one day. Then, of course, this time around the company indicated to me, we are going to head up this negotiation ourselves, without Mr. Newman.

In the meantime I get a letter from Mr. Newman saying, correspond with me, all future correspondence has to go through me. I pick up the phone, phone the company—what is this? You are telling me one thing; Mr. Newman is telling me another. Who do I deal with? He says, deal with me. I did that, started negotiations, got our proposals, met with the company. Mr. Newman was not there. We met for two days with the company; the company told us, look, yes, we know we have to come up, we are prepared to give you a number of these things, benefits that we did not have, you know. We did not have a sick plan, we did not have a dental plan, we did not have vision care, we did not have LTD, we did not have a pension. Very little benefits we had, with that company.

He said it is there, but we are not sure of the structure, how you are going to get it or whether it will be as good as Fisons or not, but yes, it is there. We did not have a very good year, we did not make much money, but we know that you are going to give us a good battle for it and it is there, and the money, well, we will talk about that. So we had to send in our proposals to Quebec, and he said I will get back to you. We also had two days set for negotiations the following week, and the third week down the road, two more days. Mr. Newman gets involved, and there were no more meetings that took place.

We had only two days of meetings, and the company wanted to meet before it is even legal to open the agreement. I was out of town that week, and I even opened the agreement on the phone and said, well, I will send you the letter, but I am not available, so we had our meetings with the company. Mr. Newman got involved; there were no more meetings. We were forced then to apply for FOS, because I am sure you are aware of the legislation. It says you have to apply on a certain day, that is before the agreement expires. We did that, on the last day we applied. I waited hoping we would have negotiations, that we would not have to apply.

Mr. Newman challenged it before the Labour Board. You cannot do that, there is no dispute. This was his position, there is no dispute, you cannot apply for FOS. Delayed negotiations because when you apply for FOS the company did not want to meet, Mr. Newman did not want to meet, there were no negotiations. It took about a month to get the hearings going and then they went for a couple of days, before the board, finally the board agreed that yes, there was a dispute. I will not go into the details of it, but it was pretty obvious to me, you do not have to have a very high I.Q. to know that if you do not have an agreement you should have a dispute. If you have proposals here, five or six pages of them, and no agreement on any, you certainly should have a dispute. However, that was not good enough for Mr. Newman. There was no dispute as far as he was concerned. The Labour Board agreed with us, that

yes, there was a dispute and we went from there to the vote, et cetera, for FOS. After that, of course, Mr. Newman was involved at all negotiations. We went through the procedure then of setting up the selector and all the rest of it, without too much difficulty; yes, we agreed on a selector and then we continued to negotiate.

Mr. Chairman, we spent I think it was about six days in negotiations during the time that we were supposed to be before the selector, because the selector will give you time at your meeting. I was confident that perhaps we would get an agreement and we could negotiate. So those certain dates that you have to comply with, we were doing that.

However, we negotiated with the company and Mr. Newman for, I think, six days. Finally, we were not getting as far as I thought we should be going. I applied for conciliation, even though we had the mechanism ready for FOS, because I felt conciliation is always a help. It is there and you can use it. We applied for conciliation, had meetings with the conciliation officer. One of the vice-presidents arrived from Quebec, same as happened three years ago. He sat at the table across from us and gave us a little bit of information about the company and we continued. We started in conciliation in the Norquay building at nine o'clock in the morning; we were there till 3 a.m. the next morning. It was on a Saturday, too, if you do not mind.

* (2120)

Sunday morning, we finished. We got an agreement with the vice-president of the company, in conciliation. Without going into too many of the details, the vice-president of the company was fairly loose in some of his wording and all the i's were not dotted and the t's stroked, and there was a number of areas where there were question marks. However we got those corrected. We got an agreement, without having to go to the selector.

Of course, Mr. Newman was presenting a brief here to this committee, saying everything was wrong with FOS. The fact of the matter is, the question was asked the previous speaker about some of the companies that did not come here. I can assure you, Mr. Chairman, the companies I deal with do not see anything wrong with FOS. They certainly have not told me. I was in negotiations today. As a matter of fact, the company was enquiring how it was going, a company that was referred to a little earlier, AMESCO. These are some of the companies. They are not going to come here and say, we are in agreement with FOS, for the simple reason the Chamber of Commerce is telling Mr. Newman, you go as our spokesman and oppose it.

Why do you think Fisons Western applied for it if they are not in favour? But they did not come here to say they are in favour. It has been mentioned since that labour relations was so with Fisons Western before the strike and what it has developed into since, and about starting up this industrialists assistance committee, if that is the proper wording, from the federal Government, to create better labour relations. Everything is going very well. I have attended a number of these meetings, and certainly there is no animosity.

Also at some of these hearings I have heard it said that there are winners and losers in FOS. Well, of course. Labour relations is a winner and a loser. Even in negotiations, there are winners and losers. Agreements that are negotiated, there is a winner and a loser. In an arbitration case, there is a winner and a loser. This is just life. If you do not get what you are asking for, you are a loser. Ask some of the people who are working in our plants when we are in negotiations. There is no strike or there is no lockout, but there are losers. As far as they are concerned they have lost, because they did not get everything they expected.

But we accept that. That is negotiations, and that is collective bargaining in good faith. You give a little here and the company gives a little here. In FOS people are saying, but the selector will take one or the other. Now I say to you, what can we find wrong with that? Any different than we are sitting across the table, and we are negotiating.

The company will give a little here, and you will give a little here. You will get an agreement. When the selector is taking one, you certainly have to follow a fairly straight line and say, hey, we have to cut out a lot of this stuff because there is no more room for fooling around. You give your proposals, and these proposals, remember now, are drafted by the membership. I have heard references here at this committee about the union. The union is not me. The union is the people in the plant working. Those are the people. I seem to get the feeling so much that there were three parties. There was the company, there was a union, us guys, and there was the poor worker.

That is not so. There are only two parties. There is the company and the union. The union is the workers in the plant. We are the paid servants. Someone would say, as I have said before, very well-paid, and other people say not well enough. That is part of life. There is nobody in-between. All we are doing is trying to give leadership. So there are not three parties involved in this. Then there is the company, the people in the plant. Those people in the plan, as far as I am concerned on FOS, have the final say—secret ballot vote.

Now, how much fairer could you be? It has been suggested in this committee too that the committee (sic) does not have any say. The committee (sic) should be able to implement. I say, yes, I agree with that. However, I only agree with it if they agree that, yes, you can have a secret ballot vote in your plant. Normally, these votes are taking place in the workplace. Whenever I had to vote at Fisons, we had ballot boxes in the lunchroom or out on the field. At Premier West the same thing.

We believe in giving the people the final say and letting them vote on it. For a Member of the committee to sit here—I am not sure who it was; I think it was Mr. Edwards who was asking the question a few times about it. It is not fair the company does not have any say. The company should be able to implement it. Some Member, I think, last night had mentioned that would not be fair at all, because if you had that, you would be taking away the right to strike. That is very dear to us people in the trade union movement.

The right to strike is like life and death. If you take away our right to strike, the labour movement just could

not accept that. However, FOS is just another option. Everybody does not want to go on strike. It is a very serious thing to go on strike. You know, I will go back to my opening remarks where I said I was involved personally in a 16-week strike at Canada Packers. Believe me, I was just fairly new in the labour movement then. It was a big decision with a young family, because Canada Packers had the history of, if you go on strike with Canada Packers, be prepared for a long one.

Fortunately, there were not were many strikes in Canada Packers. That was the first one in 1966 from '47—before my time. But the point is, yes, we were prepared for a long strike. It is a very serious thing when you think of the people when they vote for a strike. They are not doing it willy-nilly to say, we will go on strike, as somebody said here at the committee, for 60 days, so we can apply for FOS. Get that out of your mind, Members of the Committee! There is just no way that any person I know of would vote for a strike and say, oh, in 60 days I can apply for FOS.

Of course, FOS is a last resort. You only apply for FOS if you feel that it cannot be corrected otherwise. Now, there have been many statistics given to this committee, and I will not bore you with too many of them, other than a couple I think that are very, very important. I just want to repeat them because it is my understanding that there have been 72 applications for FOS. Out of those 72, 58 have been finalized by the Manitoba Labour Board. Out of the 58, 49 of these, 85 percent—and I am part of that statistic—have been settled without final offer selection, without the selector.

Although it was there for them, the parties have agreed, and in my experience, personally involved in two of them, one of them especially, the Fisons-Western strike, was the most difficult strike our union has had in many years. Certainly, I was not proud to be part of it, but that was part of the job. Mr. Atkinson said the same thing last night, and true, we were all involved, because it was so difficult that it was just too much for some of us. We had to all be involved in it.

These are some of the things I ask you to have another look at. It was only brought in for a five-year period. There is the sunset clause that is going to be looked at. Personally, I did not think that when this thing was being brought in, there should have been any five-year clause. But that is what the legislation says, and I accept that. It was not as good as we would have liked. However, I certainly think that yes, two years is a very short time for the Government to be saying, it is not working, we are going to do away with it.

I think the proof is there that it is working, and from somebody that has been involved before FOS and since FOS, I can assure you that as far as I am concerned, Mr. Chairman and Members of the committee, it is working and working very well. I would certainly ask you to reconsider what you are doing.

The previous speaker had mentioned the Liberal proposal. I certainly agree with him completely. I do not think it is a compromise at all. I think that it is even ridiculous to suggest something like that, because if it is going to go today instead of a few months down the road, what is the difference? We are saying, let it stay the course, have a review, and then we will see, you people will see for yourselves whether it has worked or not.

Mr. Chairman, Members of the committee, I would like to thank you for having the privilege of presenting my personal views on this, and if there are any questions, I would be pleased to try and answer them.

* (2130)

Mr. Laurie Evans (Fort Garry): First of all, I want to thank you very much for what I felt was a very in-depth and comprehensive review of this. Of course, we have heard different versions of the issue numerous times. I am going to ask a question. If you feel it is a dumb question, then please tell me that it is a dumb question, because I have been accused of asking foolish questions before.

The last election was almost two years ago. The labour movement knew at that time that if a Conservative Government was elected, in all probability final offer selection would be repealed. The question I cannot understand is, knowing that—and you have told us and the previous speaker told us that final offer selection is very satisfactory as far as the labour movement is concerned. Both yourself and the previous speaker indicated that you did not think the majority of companies were violently opposed to final offer selection.

I cannot understand then, knowing what was likely to happen, why all of those agreements that have been signed in the last two years and those that would be signed from now until the end of this year, would not have the voluntary inclusion of the utilization of FOS in them automatically. If it is not objectionable to the union, not objectionable to the company, why in the world would you not negotiate to have it voluntarily included in all the contracts, knowing there was a good possibility that the legislation would be repealed?

Mr. McMeel: Mr. Evans, to write it into a union agreement—I mentioned before that the right to strike for union members is very, very dear. It is like a religion to some of them. If they do not have the right to strike, they might as well not have a union. Although they do not want to go on strike, it is a last resort. If you write it into your agreement, you would be giving up the right to strike. Yes, there are some agreements that have it in, and that is fine and dandy if they feel like putting it in. There are many, many of our people out there who will not agree. That would be a very good reason to have a very good agreement rejected, if you had that one clause in your agreement, to say that future agreements will be settled by FOS. If it is in your agreement, then you are giving up the right to strike. That is the way I would interpret that.

Firefighters, I guess it is, have a right to arbitration. They have given up the right to strike, I think I am correct. They have given up the right to strike and they have arbitration. If you want to write that in—the doctors are another example. The doctors now are planning on going on strike. They can go on strike. They could have applied for FOS before if they had wanted to, but

they did not. I could give a much longer answer, but I think I have given you that, by writing it into the agreement, to me is giving up the right to strike. FOS is not doing that in our opinion.

Mr. Laurie Evans: I still have a little difficulty with the concept that it is currently in the legislation that you have not lost the right to strike. Surely there is a way of wording it into a contract where it could be utilized in exactly the same fashion that it is utilized under legislation and still have it included in a contract where it is negotiated, where labour does not lose the right to strike, but the facility of FOS is written in there in exactly the same terms as it is now where a democratic vote on the part of the labour force could trigger the utilization of FOS.

Maybe I have missed some salient point here somewhere along the line, but I cannot see why it is absolutely essential that if you include it in the contract, you would automatically have to lose the right of strike at the same time. Why can it not be included in a contract in virtually the same terminology that is currently legislated in the legislation that is being discussed and considered for repeal?

Mr. McMeel: Perhaps it could be included and perhaps it could be included with still the right to strike. But, as I said before, it is very difficult to get a clause like this in the agreement, that you will get a company and the union membership agreeing on it, because it is usually a package that you presented to the company, a package that you presented from the company to the union with.

Very often companies would not want to present that in case that it would get the proposed contract voted down. One item in the total package, if you could vote on every item separately, yes, then you could put it in an agreement and you could probably vote that one down and vote the other ones in or vice versa. It is very difficult when you are negotiating something if that is one thing that the membership are not too sure of—I am not certain how it works—you could vote the whole thing down.

Mr. Laurie Evans: I have operated to a limited extent, on both sides of the table. My experience is that in most cases, a contract is dealt with on an article-by-article arrangement. Admittedly, that may not necessarily be signed article by article, but if you are bargaining in good faith, normally once an article has been agreed on by both sides and initialed, you would anticipate that there would not be backing off on that. I am wondering, is my rationale wrong or have I been involved in negotiations that are atypical.

Mr. McMeel: No, I would not say that their negotiations are any worse than what mine would be or any different, perhaps, if you are involved in the bargaining table like I am. Clauses are not voted on separately. They are negotiated separately. If a company feels that this clause perhaps would get the whole deal rejected, they will withdraw it. The union would say to them, look, that clause could get the whole thing rejected. So then you will adjourn and the company will think it over and they will probably withdraw that. But to have everything thrown into a package, it could get the whole thing rejected. They are not voted on separately. Yes, they are negotiated separately.

Mr. Laurie Evans: I have just one final question. I do not want to put words in your mouth, but I gathered from your comments that having it voluntarily included and retaining the right to strike, in your opinion would be difficult but certainly is not something that is on the verge of being impossible.

* (2140)

Mr. McMeel: Well, as it stands right now that is exactly what we have. We have the right to strike. FOS is in the legislation; you do not need it in your agreement. It is there. It is used very infrequently, you know, 72 times since January of'88. There have been many, many agreements that have been settled without it. It is just another mechanism, that is all it is.

Mr. Laurie Evans: I had said it would be final, but I just will ask you one more-than-personal question. If it became obvious to you that either final offer selection is going to be repealed by the legislation that is being proposed by the Conservative Government, or if a decision was made that the proposal that the Liberals have put forward that would see it delayed until the end of this year—and you are currently in negotiations or will be, I assume, with various companies that you work with—would you visualize an attempt on your part to include FOS voluntarily in the contracts that you are working on and the retention of the right to strike at the same time?

Mr. McMeel: I have not given it any thought, because I am still very optimistic that FOS is working so well in The Labour Relations Act that people at this table will change their mind and this Legislature will change their mind and it will be there, we will not have to put it in our agreements.

Mr. Chairman: Thank you. Mr. Evans, you are finished? Mr. Cowan.

Mr. Cowan: I just want to continue on with Mr. Evans' line of questioning for one moment and then go on to some other questions. I do not believe that Mr. Evans (Fort Garry) missed the salient point, but I think what he may have overlooked is the historical way in which legislation gets rolled into agreements. We have found in the past that labour legislation, particularly legislation of this sort that is innovative and new, gets first put into place globally through a legislative mechanism, and then over a period of time, as the parties, both management and labour, become more familiar with it, starts to find its way into legislation as a protection.

I would ask the question of you, Mr. McMeel, do you think that if final offer selection was in place for another five or 10 years and people gained more familiarity with the concept, they would be able to more easily negotiate it into contracts and would do so?

Mr. McMeel: Yes, certainly. On that vein I could just make reference to something. You know years ago we

did not have anything in The Labour Relations Act dealing with safety and health. I can remember in negotiations time after time with Canada Packers. We used to negotiate right across the country at one bargaining table for Canada Packers. It was unbelievable. The company would give us the right to refuse to operate dangerous equipment, whatever the wording was. They gave us the right to refuse to operate it.

We even had safety committees long before the legislation was here, put a hold tag on it, do not operate that equipment. The safety chairman of the plant had that right. We had tried our darndest year after year to get something in the collective agreement, something dealing with safety and health. We told them at the bargaining table, look, you have given us that right across the country at every plant. Why do you not put it into the agreement? They would not put it into the agreement. No way.

However, after many years of having the legislation in safety and health here in The Labour Relations Act—I am not sure what year it went in, in '72 or whatever—finally the first few times they would only put in the number of the section. They did not want to put in the wording, and the reason for this—of course, it makes a lot of sense to the company. I will enlighten you why they did not want to put it in, in case you are not aware. They did not want the members in the plant to be able to read what they could do. They were telling us, the safety committee—and I am not just saying Canada Packers, other companies—yes, you have a right not to use that equipment if it is unsafe, but we will not write it in the agreement because we do not want that guy to know it. We will refer to Sections 74, 75 and 76 of The Labour Relations Act and then, well, it is there. This was a compromise again.

Getting back to your question. They would not put it in because they did not want the people to know. Oh, yes, now it is simple, it is there. We say, what the heck, it is in the legislation, you might as well put it in. They stopped arguing about it and, yes, they put it in. So, yes, you are correct in saying that it takes many years, for some companies a lot of years, before they will agree. I thought that was very interesting, where companies would agree to put the numbers in and not the wording. That is the only conclusion I came to. Mind you, if you cannot get the wording, well, you accept that because you have it. You do not really need it in the agreement, and instead of having an argument with the company at the bargaining table, you simply sort of throw up your hands and say, to heck with it, we have it in labour relations anyhow.

But it is true. After many years of being in the legislation, they will then agree to put it in the contract.

Mr. Cowan: Mr. McMeel, you have negotiated a lot of different agreements?

Mr. McMeel: Was the question, did I—yes, I have negotiated many.

Mr. Cowan: Most of them were negotiated without a strike or lockout?

Mr. McMeel: Yes, a large majority of them. I think any labour rep would have the same answer. Most of our collective agreements are negotiated without either strike or lockout. The strikes and lockouts are few and far between.

Mr. Cowan: Can I suggest that there are probably three reasons for a strike being forced? I would seek your opinion on this.

The first reason is that it is just lousy negotiators. They could not find an agreement if it stared them in the face. The second reason is that the company really wants to break the union. The third reason is that there are really irreconcilable differences, that there are differences that cannot be resolved without a struggle, an economic struggle, and these are usually major advances in either progressive labour legislation or major concessions on the part of the Government. Would those be the three venues in which strikes would normally take place?

Mr. McMeel: I am not sure if strikes would take place for all three. I would say that, perhaps No. 1, being lousy negotiators, I guess that none of us would want to admit that it took place for that reason, or companies, of course, would not want to admit. In fairness, it would not be fair to accuse companies for being lousy negotiators that caused the strike.

Mr. Cowan: Maybe I can just rephrase that—miscommunication among negotiators and a lack of ability to hear the other side well.

Mr. McMeel: There is no question that, yes, those three reasons—and there are many other reasons that strikes or lockouts could develop.

Mr. Cowan: The reason I make that point is because if you have people who are not hearing each other for one reason or another, final offer selection can force them to listen more carefully to each other, as a strike or lockout can force them to listen more carefully to each other.

If you have a company that is wanting to break a union, final offer selection can in that instance help bring some reasonableness to the table. If you had a union that was wanting to break a company, and I do not know why that would happen, but if that converse were ever to be true, it would have the same effect.

You still require the right to strike on those issues, or on those negotiations, where the middle ground will not do. There is a major issue at stake.

So final offer selection serves as a tool in the majority of the instances to avoid the strike or lockout, but you still have to reserve that right to strike. Management has to reserve that right to lock out for those major issues on rare occasions where you cannot resolve it through any form of arbitration.

If that was taken away, what you would see in labour relations is a status quo entrenched and very little major shift that brings along progressive change or regressive change over a period of time. Would that be a fair assessment?

Mr. McMeel: Yes, I think that is a very fair assessment. Of course in most sets of negotiations, most companies are certainly not out to break the union, but some are, yes.- (interjection)- Labour lawyers, particularly.

In fairness to the companies, it is the advice that—again, you know I feel bad when I refer to these people as labour lawyers. That bothers me. I do not like to refer to them as labour lawyers. A labour lawyer to me is a person who is working for labour, you know.

If there is another word that we could come up with—the likes of Mr. Newman should not refer to himself as a labour lawyer. No reflection on Mr. Newman's profession, but he is not a labour lawyer. It is labour destruction. You see that is what these people—and there are a few others, but thank God, they are few and far between. Most companies are not like this at all. It is the advice that they get, and of course unfortunately, yes, some of these so-called—that is a good phrase—labour lawyers like to keep agitating, and get things going.

Mr. Cowan: So when you do run across those few and far between, final offer selection can be a way of bringing some reasonableness, and as you indicated, forcing both parties, and I use your wording, to realize that there is no more room for fooling around. You have to get down to finding the compromise.

* (2150)

Mr. McMeel: Yes, certainly for many lawyers who represent companies at the bargaining table, we have had a very good relationship with them. They realize that, yes, some of these proposals, there is no point in coming before the negotiating committee with them, because they will be rejected, and it will create animosity.

Very often when you have animosity at the bargaining table, you will never reach an agreement, but if you have reasonable people there—and I think that is a word that Mr. Newman used, if I recall, quite a bit, was reasonable. I tell you if you are bargaining with him, sometimes you feel he is not very reasonable.

Mr. Cowan: I have a lot more questions to ask you, Mr. McMeel, but I am going to ask you just two, because we have another presenter who has been waiting for quite some time. I hope we can get him on this evening if others do not have questions.

You mentioned that in one instance you were negotiating recently, the company said that if you did not have an agreement by the end of the contract that they were going to lock you out. How did your members vote on whether or not the company could lock them out?

Mr. McMeel: It never really got as far as that, because whenever I heard this information, I just tucked it in here, and kept it in the back of my head, and remembered, counted, the days on the calendar when we have to apply for FOS, because if I had missed that by one day, knowing Mr. Newman, I would not have gotten FOS.

Mr. Cowan: Perhaps, I can rephrase the question. Did your members have any control? Would they have had any control over a lockout if the company wanted to lock them out? In other words, would they have been able to say no to that decision by the company to lock them out? Would it have gone to a vote with your membership, or would the management just come along on the basis of a decision they made internally, however they made it, and put the padlock on the door, and your members were out without any say whether they wanted to strike or walk or work or occupy the plant or whatever? They were out without any democratic recourse to that decision. Would that be a fair assessment?

Mr. McMeel: It certainly is. As I said before, sometimes at these committees, I thought there were three groups in this, that there was management, union and the membership. As I said before, there are only two. There is management and the union, and the union being the membership. The membership, before you can go on strike, must have—and most unions, certainly in our union, pretty well all unions—a democratic, secret ballot vote on a strike. First of all, you must vote on the rejection; then you must have a secret ballot vote on the strike, whether you want to strike or not. Usually you give the company a couple of days notice, but you do not have to according to the legislation. The company does not have to do anything other than, that is it, turn the key if there is a key to be turned.

What they told our people at Premier West, and in no uncertain terms they were being told that every day by the foreman, I guess the company is going to lock you people out. There was no question in our mind that they would have locked them out some time in October, and they would have been locked out yet, because they will not be starting until—well, maybe with this weather they will start a little earlier if the snow goes, but usually it is May before they get started.

Mr. Cowan: So final offer selection, or at least the opportunity to use final offer selection, in that instance prevented the company from making an arbitrary decision. In other words, it evened the balance a bit, prevented the company from making an arbitrary decision to lock out the employees without having to ask the employees whether or not they wanted to be locked out or continue negotiations. Is that a fair assessment?

Mr. McMeel: Mr. Chairman, am I glad you asked that question? I had that in my notes, to tell you people in my final remarks how we ended up with this company that was going to lock us out and be out all winter. We applied for FOS, we got the agreement without FOS, and would you believe that we got our pension plan, our dental plan, our long-term disability, our sick plan, our vision care, in benefits, plus a few others we never had before. Life insurance, we had it increased by $10,000.00. I think, if I recall correctly, we had a $10,000 life insurance policy, which is peanuts, but we had it increased, I think, to $25,000.00. We got a three-year agreement, and we got increases in each year.

We got a pension plan. Our union pension plan is very difficult to negotiate with companies. Companies

resent coming into this. It is a very good pension plan. Of course, I should say that because it is the union pension plan, but it is a pension plan that we are very, very proud of, and, yes, we got the company—and certainly no thanks to Mr. Newman, but he was their spokesman. We did get them into the pension plan, and we have a very, very reasonable agreement, not as good as we would have liked to, but after all, as I said before, Rome was not built in a day. This is the company that had none of these plans before, and this year now, yes, we have a three-year agreement with all the plans intact.

Mr. Cowan: In your opinion, does the company like that agreement too?

Mr. McMeel: Very much so. Their labour relations since the so-called final offer have never been better, but I might say now that this company has always been fairly reasonable to deal with, in fairness to the company, but of course Mr. Newman is not on the scene any more. Certainly we have had a very good relationship with the company since the agreement has been accepted.

Mr. Chairman: Are there any further questions? Thank you very much, Mr. McMeel. Now it is very close to ten o'clock. What is the will of the committee? Have we one more presenter? Is it the will of the committee to hear the last presenter? (Agreed) Mr. Daryl Reid, please, No. 55 on your sheet.

Mr. Daryl Reid (Private Citizen): Thank you, Mr. Chairperson. Thanks to the Members of the committee for giving me the opportunity to address my remarks here to you this evening. I am an employee of CN Rail. I do not profess to have a great deal of experience in negotiation like the speakers before me have.

I have been with this particular company for 21 years. I had served from the union point of view on the executive board, and I am currently working as a middle manager for CN Rail. So I have experience on both sides of the negotiation process, although I am not directly involved in negotiations.

I also am currently Canadian president of an association that represents supervisors in the CN Rail system and VIA Rail. I have seen many things take place during my working career. During my years of association with my current employer, I have witnessed first-hand four major strikes and have received notice at least once from my employer of a lockout. The duration of these strikes was from two days to 10 days, and they were terminated by back-to-work legislation in every case.

(Mr. Laurie Evans, Acting Chairman, in the Chair)

The federal Governments of the day forced the employees back to work and then invoked binding arbitration. This created a potential for conflict of interest since the federal Government is the sole shareholder of the railways. My company during these strikes lost current sales and customers as well as public prestige and a tarnishing of its image. But that is not the only thing that was lost. The union members themselves lost wages, salaries and benefits and suffered considerable financial and emotional stress within their families. This I witnessed first-hand.

* (2200)

It is my opinion and the opinion of many others whom I work with that had FOS been a law of Canada, the general public of the country would not have had to witness a disruption of an essential service nor legislate the employees back to work. Final offer selection, while not answering everyone's questions, nevertheless goes a long way to solving one of the main problems, and that is to serve the customer, the average Manitoban, by supplying goods and services through uninterrupted company operations. As the saying goes, you do not throw out the baby with the bath water.

It has been reported in the media recently that a compromise proposal would allow the FOS law to be repealed and then study and review the FOS results during its three-year life span. I suggest to this committee that this proposal is very similar to the decision made by the federal Government to appoint a Royal Commission to study the VIA Rail after completing a devastating reduction of service to the Canadian travelling public and a loss of employment for over 2,000 employees.

I am sure that we have all heard the story of closing the barn door after the horse has escaped. This analogy aptly describes the proposed amendment. We must all of us remember who it is ultimately that the final offer selection process serves. That is the Manitoba general public.

The additional winners also happen to be the companies and the unionized employees for reasons I have previously stated. This law provides a win-win situation for all parties involved in the process.

I believe the future will show that if FOS is repealed, strikes and work disruptions may become the norm once again. and we will revert back to past form. The citizens of Manitoba will come to realize the very high value that the FOS process was for us. I believe also that there is a political price to pay for those who repeal this fair and just law.

We must not follow through with the repeal of the final offer selection by way of Bill 31. The FOS should be allowed to continue unfettered as a means to resolve the sometimes difficult contract negotiations. The Manitoba public's interests are served, employees continue working, and the businesses continue to operate. That is essential in this province.

I thank the committee for allowing me the opportunity to address my remarks to you here this evening, and I hope the FOS will continue in the long-term future.

The Acting Chairman (Mr. Laurie Evans): Thank you, Mr. Reid. Are there any questions from committee members? Mr. Cowan?

Mr. Cowan: Yes. Mr. Reid, you used an interesting analogy, and that is in respect to the massive cutbacks and reductions in service, and then having a Royal

Commission afterwards to review the system. In your opinion, can that Royal Commission accomplish anything now? Can it put back the system once it has been cut, or is it a matter of once that egg has been scrambled, we are stuck with the results of it?

Mr. Reid: It is my personal belief that no matter what the outcome of the Royal Commission, it will not, in any way, bring back what we have lost to this country. The VIA Rail situation was an incident, not an incident, but a condition brought on by an improper mandate from the beginning. For a Royal Commission to now come forward to tell the Government of Canada the same things the people of Canada have been telling the Government over the years is bad timing, and it will not reverse the decision that has been made, in my opinion.

Mr. Cowan: So that Royal Commission, in essence, would be largely a waste of time with respect to what has already transpired?

Mr. Reid: I agree.

Mr. Cowan: The question then is, given the option that has been put before us as a "compromise" option, the autopsy option: do you believe there is any sense in repealing the law in three years and then having a review of six months to determine whether or not you took the right course of action six months previous?

Mr. Reid: No, I think you have to have a review process if you are going to have a fair and an impartial understanding of the process that has taken place over the last three years. You must conduct this review process prior to any decision and draw on all the facts that are presented, and allow input from interested parties that may have concern with respect to this particular law. For it to be repealed and then have a review process is futile, in my opinion.

Mr. Cowan: You had indicated in your presentation that you are the president of an association with respect to your present job. Could you just elaborate upon what that association is and what its objectives are?

Mr. Reid: We, as a Canadian national association, represent the middle management supervisors in the railways across Canada. We try to present fair means of resolving any disputes that may arise between the middle managers and the senior managers within the company. We do not have a bargaining agent status at the present time. We try to do it through discussions between the senior managers and the association.

We have received a lot of stonewalling over a number of years, and we have not always been successful in resolving some of the disputes that have arisen. But we are still working towards an end of fair representation and fair treatment and just treatment of the middle-managed supervisors across the country.

Mr. Cowan: How many members do you have in that association?

Mr. Reid: Currently, we are approaching about the 1,000 mark.

Mr. Cowan: What percentage of middle managers would that represent, and how does one become a member of the association?

Mr. Reid: The middle management membership in our association is strictly voluntary. We have a minimum yearly fee that the members contribute or pay towards the association's activities and that is $15 per year, a very minimal sum. The activities of the association are conducted strictly on a voluntary basis. Individuals come forward, let their names stand for election and they then go forward and represent the interests or the causes of the middle management people.

Mr. Cowan: What percentage of the entire work force in middle management would you represent or would be members of your organization? I am certain you represent them all.

Mr. Reid: The latest figure that I have seen would be about 5,000 middle management people across the country, so we represent approximately one-fifth of that.

Mr. Cowan: Would final offer selection be a mechanism that you could use in your own discussions with senior management, if it was available to you?

Mr. Reid: I believe it could. I think also that as I stated earlier in my comments, that final offer selection is a process that could be utilized throughout the country as a means of resolving difficult negotiations. It has been my viewpoint, as a manager, and in understanding the FOS law that the intent of it is to bring the two sides together to negotiate in good faith. It has been my experience over the years that not always does good faith bargaining take place, and with FOS there to encourage that to take place, I think it would go a long way to solving some of the problems and the strikes that I have seen in the past years.

* (2210)

Mr. Cowan: In your job as a middle manager, do you have to negotiate either formally or informally with the staff whom you manage?

Mr. Reid: No, I do not.

Mr. Cowan: From a management perspective, if you had to do that, would you be fearful of final offer selection as it is mandated in the legislation, or would you see it as a tool that might help you in difficult circumstances where the bargaining process just is not working as well as it should?

Mr. Reid: It has been my experience over my 20 plus years with my employer where the one side or the other for whatever reason, will not bargain in good faith in my opinion, my estimation. I think that if FOS was a reasonable alternative to be used, it would cause both parties to come together, knowing that if it got to the point of FOS where it could be implemented, then that particular party, if they had presented an untenable or unreasonable position, it would be rejected and the other party's offer would be selected instead. I think

it causes a fair and reasonable negotiation process to take place.

Mr. Cowan: Management has certain rights that it has actually gained early on in the change to an industrial society with the master and servants legislation originally, which has evolved into management rights clauses in contracts and in common-law management rights provisions. As a manager you have those rights, and they are fairly powerful in some instances. Final offer selection tends to even out that balance a bit, not by eroding or taking away a specific management right, but just saying that management rights must be applied within this context and tested against the criteria of reasonableness which would be put on the table by a selector. As a manager, would you be fearful that some of your own rights might be eroded by that process and you would have less ability to manage well?

Mr. Reid: Management is just a term somebody came up with that gave individuals that have been appointed to a certain position the control over a certain portion of an operation within a business. I would not be fearful of FOS in my particular operation. I think that if there are fair and reasonable people taking part in any part of the negotiation process or in any part of the company operations, the company operations can continue to run smoothly as long as there are reasonable people involved.

Mr. Cowan: I would like to thank you, Mr. Reid, for your presentation tonight. I wish we had more time to question you longer, but I sense some desire to adjourn the committee. But I do want to thank you for your presentation. Your perspective, along with the perspective of the others who have participated in the committee tonight, has been helpful in clarifying some of the questions that we had about final offer selection and some of the compromise proposals and other solutions that have been put on the table. So we appreciate your patience and the patience of everyone who presented here this evening in sitting through many meetings to be able to do so. Thank you.

The Acting Chairman (Mr. Laurie Evans): Are there further questions? If not, thank you very much, Mr. Reid.

Mr. Reid: Thank you for the opportunity.

The Acting Chairman (Mr. Laurie Evans): Before we rise for the evening, I would just like to remind the committee Members and the public that this committee will meet again tomorrow night at eight o'clock in this room.

The time is now approximately 10:15. What is the will of the committee?

Committee rise.

COMMITTEE ROSE AT: 10:15 p.m.