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Comparative Settlement of Labour Disputes in United States and Canada
Règlement des conflits de droit aux Etats-Unis et au Canada

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Article abstract

Employers and unions in Canada are more and more being brought under a common code of behaviour with regard to disputes occurring after a contract is signed. Law makers have determined the shape or form and established the jurisdiction of the arbitration itself. After having given reference to the appropriate Canadian legislation for the settlement of disputes, the author turns to the United States and describes the composition and functioning of the American Arbitration Association. The last section of the article is devoted to the possible application in Canada of the principles and procedures of the American system concerning the settlement of justiciable disputes and account is taken of certain law and tradition differences existing in this country.

Comparative Settlement of Labour Disputes in United States and Canada.

H.D. Woods

Employers and unions in Canada are more and more being brought under a common code of behaviour with regard to disputes occurring after a contract is signed. Law makers have determined the shape or form and established the jurisdiction of the arbitration itself. After having given reference to the appropriate Canadian legislation for the stttlement of disputes, the author turns to the United States and describes the composition and functioning of the American Arbitration Association. The last section of the article is devoted to the possible application in Canada of the principles and procedures of the American system concerning the settlement of justiciable disputes and account is taken of certain law and tradition differences existing in this country.

Where the law requires that there must be a provision for the adjudication by a third person of disputes arising under a contract, certain consequences may be expected although they may not be available. Legislative provisions are, in the nature of things, general so as to meet the specific needs and interests of individual persons, corporations, or unions. Thus, the Ontario Labour Relations Act provides for compulsory arbitration of right disputes. This pattern is fairly common in Canada. In other words, Canadian employers and unions are more and more being brought under a common code of behaviour, at least with regard to disputes that occur after a contract is signed.

The point I am making is that behaviour is imposed by the legislatures. Once this happens, permissiveness is reduced and compulsion in increased. In Canada it is no longer a matter for the parties to decide whether there shall be arbitration or a trial by force, or simply an uneasy truce until the next bargaining period. This has been settled by law. And

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in the process of legislating, the lawmakers have done more than remove the issue from bargaining table; they have determined the shape or form and established the jurisdiction of the arbitration itself. This does not mean that we are prevented from establishing private machinery for dispute settlement as long as it is not inconsistent with the law. The present paper is designed to suggest that we can graft onto our developing Canadian structure of arbitration certain features of American practice which will improve the quality of arbitration in this country.

CANADIAN LEGISLATION

It is not my intention to make an exhaustive study of Canadian legislation on this point, but a few reference to the appropriate sections of the law relating to dispute settlement where labour-management agreements are in force will be necessary to indicate public policy. In setting this out I wish to draw attention particularly to the obligations under the legislation to provide for the settlement of disputes during the term of an agreement; to the limitations placed on the actions of the parties; and to the machinery provided by public authority to achieve the objective of peaceful settlement of disputes which arise during the contract period. Mention shall be made of certain American provisions as well.

As we all know, the Quebec Labour Relations Act (Sec. 24) (2) prohibits strikes or lockouts for the duration of the collective agreement until the complaint has been submitted to arbitration as provided in the agreement, or under the provisions of the Quebec Trades Disputes Act, and until fourteen days have elapsed after an award has been rendered. Thus, in Quebec we have a form of compulsory submission to an arbitral procedure without the award being mandatory. The process is compulsory, the award is not.

This right to resort to economic force is fast disappearing in Canada. Thus the Ontario Labour Relations Act requires the parties (Sec. 32) to include in the agreement a clause providing for the final and binding settlement by arbitration, without stoppage of work, of all differences between the parties arising from the interpretation, application administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable. To make doubly sure, the Ontario Act contains an arbitration clause which is deemed to be in

every agreement where the parties fail to make such provision themselves.

The Federal Act (Sec. 22) prohibits strikes and lockouts during the agreement, except on issues where the contract provided for revision during its term. It also requires the parties to provide for the final settlement without stoppage of work, by arbitration or otherwise, of all differences between the parties bound by the agreement concerning its meaning or violation. (Sec. 19). Legislation in most of the remaining provinces is either copied from the Dominion or from Ontario or has a strong resemblance to these sources.

Thus, as in Quebec the pattern of a compulsory process is widespread in Canada, but unlike Quebec, the award is generally mandatory in the other provinces. Compulsory arbitration of rights disputes is probably here to stay. Even in Quebec, where the rights to strike or lock-out have been retained in such disputes, the custom is to accept the award of the arbitrator without question, and in practice labour and management are behaving much as they would in the other provinces where the strike and lock-out have been banned during the term of agreement. I have knowledge of a very few cases in Quebec where one of the parties refused to accept the award of an arbitrator.

Hence it does seem reasonable to state that the principle of final and binding settlement of rights disputes is widely accepted in this country.

It is necessary to point out that the acceptance of this principle implies a fairly clear distinction between interests and rights disputes. When a union and a company bargain, each has no rights in respect of the other except that provided by law. Generally in North American practice this has come to mean that the parties have the right of recognition and negotiation and a continuation of existing conditions of work while the bargaining goes on. The parties are vitally interested in the outcome of the bargaining but employment terms and the specific nature of the mutual relationship have not been established until the contract is completed. It is for this reason that we can call bargaining disputes interest disputes.

But once the parties sign an agreement they have in fact mutually defined the precise nature of the relationship. The obligations of the

company to the union and the employees and vice-versa are spelled out in the agreement. Rights are recognized. Hence, disputes regarding contract observance or interpretation are disputes about rights, not interests.

It is only in recent years that this distinction between interest and rights disputes has become generally accepted, and even now there are some who, while perhaps recognizing the two classes of dispute, think of them as overlapping somewhat. Thus, in that historic piece of labour legislation, The Industrial Disputes Investigation Act passed by the Canadian Parliament in 1907 there is no distinction. The Act was concerned with the sttlement of disputes regardless of their nature. Recognition of rights disputes as distinct from interest disputes was related to the spread of unionism and collective bargaining and the almost universal adoption of the written contract in which rights are spelled out, and to which management, union officers, and arbitrators if necessary, can turn as a source of private industrial law binding the parties.

I should like to turn briefly to the machinery of arbitration as it operates in this country. The preference for the use of three-man boards is an old one in Canadian labour relations history with over half a century behind it. The principle was incorporated in the Dominion Industrial Disputes Investigation Act in 1907 and is contained in all the Acts of the present day. We have the familiar procedure by which, after failure to reach agreement via the grievance machinery each party names one person to a board and in turn these two try to reach agreement on a chairman. If they fail, usually the Minister of Labour appoints the chairman. The board is charged with the responsibility of hearing the evidence and argument of the parties, and of recording a decision. In a sense it acts as a court interpreting the law of the parties, the agreement.

AMERICAN LEGISLATION

Let me turn to the United States. Much of our labour legislation in Canada has been copied from the U. S. The idea of certification of a bargaining agent on a majority principle came from the United States. Compulsory collective bargaining is also borrowed from our southern neighbours. However, in the field of dispute settlement and arbitration we have been the experimenter rather than the Americans. Compulsory conciliation of bargaining disputes is fully established in

Canada as is compulsory arbitration of rights disputes explained earlier in this paper. The American practice is different.

Briefly, the Americans have relied much more on the strike or lock-out or the threat of one of these to act as the policing mandate in labour relations even with regard to contract interpretation and rights disputes. Yet the American need for an orderly process of settlement of disputes is not less than our own. It is just as important to them that working relations be continued without interruption as it is with us, particularly after the contract has been signed.

The Americans have met this need by the development of private institutions particularly the American Arbitration Association. In effect their objective is to encourage the parties to a collective agreement to include a no-strike or lock-out clause in the agreement and to provide for the compulsory settlement of disputes during the term of the agreement by arbitration if necessary. As has been shown Canadian legislation provides for both of these.

In the United States, however, the Arbitration Association has largely fulfilled the role undertaken by government in this country, with of course the important difference that compulsion is lacking in the United States system. Thus, the Association provides certain standard arbitration clauses which it recommends to the parties. This corresponds to the compulsory arbitration clause in the Ontario Act, minus the compulsion, of course. The Association provides the rules of procedure, the officers, the necessary staff, and the arbitrators, all of which are provided in this country through government agencies. The Province of Quebec falls somewhere in between general Canadian and American practices. We have the compulsory procedure as in Canada and the voluntary award as in the United States. As a means of considering the possible application to Canada of United States practice, some examination of the American Arbitration Association is necessary.

AMERICAN ARBITRATION ASSOCIATION

The American Arbitration Association deals with arbitration cases as distinct from either mediation or conciliation. In other words, the parties have, in all cases, a contractual obligation to accept the award of the arbitrator. In effect this limits the American Arbitration Association to two varieties of cases as follows:

A. Settlement Provided in the Contract

This is similar to the type of case found in Canadian situations where the parties agree in the contract to submit unresolved disputes arising during the term to a third party for a final and binding settlement. This comprises the majority of American Arbitration Association labour cases. The appropriate clause in the contract provides for the use of American Arbitration Association machinery.

B. Submission Agreement Cases

The services of the American Arbitration Association are available to parties in dispute even though their contract contains no such provision. Thus the American Arbitration Association provides that "Parties to any existing labor dispute may commence an arbitration. . . by filing at the office of the Administrator two copies of a written agreement to arbitrate. . ."

The Submission Agreement usually applies to interpretation or rights disputes but the American Arbitration Association will undertake to provide arbitration facilities for contract negotiation disputes provided the parties agree in advance to accept the award. In other words, in this as in all other cases American Arbitration Association arbitrators must be clothed with the full power to arbitrate even in interest disputes. In actual fact it appears that the number of negotiation disputes coming before arbitrators from the Association is relatively small but the Association seems to be encouraging this practice.

ADMINISTRATIVE MACHINERY

The American Arbitration Association has a national office in New York and it operates sixteen regional or district offices throughout the United States. It must be emphasized that these district offices are branches under the control of the National office. The structure is strongly centralized and is not a federation. Each District Office is under the direction of a manager appointed by the association. Each office employs a secretary, and where the volume of work is large, there are assistants to the manager.

The organization seeks the support of all the segments of the public which might be of assistance in furthering its purpose. Thus, its large

Board of Directors of approximately one hundred persons includes many of the most prominent business and labour leaders in the United States, as well as professionnal men and members of the staffs of a number of the universities. The Board acts through an executive committee of twenty-one members. The Association's work is directed by its Executive officers namely the first Vice-President, Tribunals Vice-President, International Vice-President and secretary, together with several department heads. There are also a number of advisory committees.

PANELS

The Association now has over 2,000 names on its labour arbitration panel lists. Selection of names to go on the lists is made by a special Panels Board. New names are submitted from numerous sources. Members of the association, arbitrators, union officers, business men, and others nominate individuals whom they know, or have heard of. The association sends a questionnaire to the nominee and collects data from other sources. This information is placed before the Board and the nominee is either accepted or refused. Because the parties in a dispute have a large measure of control over the selection of the arbitrator in a given case, the Association has not had too much difficulty in getting the Panels Board to adopt new names.

METHOD OF OPERATION OF PANELS

The Association does not engage in arbitration itself. It provides the facilities for arbitration, and particularly it assists the parties to find a mutually acceptable arbitrator. The process is somewhat as follows. When the disputants have failed to agree, they apply to the Association for an arbitrator. In each office of the association the manager also acts as panel clerk. This official submits a list of names, usually nine, to the parties requesting arbitration. The parties score out the names of those they are not prepared to have arbitrate their dispute. Those acceptable are numbered in order of preference. The name with the lowest total score from the two lists is appointed arbitrator. If no name is mutually chosen a second list is submitted to the parties. If the parties still do not select a common name the Association has the authority to nominate the arbitrator, somewhat as the Minister does under our own legislation. If the Association names the arbitrator, it must select outside the rejected names.

The panel clerk ordinarily attends all meetings of the arbitration hearings and keeps a record of the proceedings, somewhat as does the grefier in cases in this Province, but the arbitrator is in charge. A copy of the record of proceedings is sent to the New York office.

A copy of the arbitrators decision is sent to the New York office where it is checked for procedure. Thus, officials in the New York office examine the award to determine such things as its validity if taken to court. If it appears to contain legal loopholes it is referred back to the arbitrator with observations. For example it is sometimes revealed that the arbitrator has exceeded the authority vested in him by the contract. Only after this check has been made is the award sent to the parties. This is done by the office of the Association. It should be noted, however, that the check is limited to matters of law and procedure. The Association does not check the wisdom of the interpretation. The awards are completely confidential to the parties.

THE AWARDS AND THE LAW

The United States' courts recognize the validity of the awards. Private labour arbitration has been strengthened by the Taft-Hartley Act. In fact very few decisions have been reversed or overruled by the courts. Probably the careful check by officials of the Association has had the double effect screening procedural errors, and encouraging care in the arbitrators.

RELATIONS BETWEEN THE AMERICAN ARBITRATION ASSOCIATION AND ARBITRATORS

The American Arbitration Association is an administrative organization independent of the Arbitrators. The latter may arbitrate independently of the Association. There is an American Academy of Arbitrators which has no connection with the Association although many of its member will be on the Association's panels. However, the Association does try to develop new arbitrating talent. Thus, in a list of nine submitted to the parties there will usually be three little known names placed there to get them before the public. The Association tries to avoid the criticism of being an employment office for selected professional arbitrators.

APPRAISAL

This section will be concerned with the possible application in Canada of the principles and procedures of the American Arbitration Association. Certain difference in law and tradition must be noted.

a) In Canada the legal tradition of compulsion goes back at least to the Industrial Disputes Investigation Act of 1907 when a compulsory waiting period coupled with public investigation was introduced. The legislation of the Second World War and after has established compulsory arbitration of right disputes pretty generally throughout the country. This is in contrast to the United States where generally speaking, only the compulsory waiting period *without* compulsory arbitration prevails.

b) The American Arbitration Association refuses publication of the awards which are to be the private concern of the parties. In Canada, in some instances, public hearings and report publication takes place although this is not general.

c) In Canada the sharp distinction between rights and interest disputes found in the United States is lacking. It is true that recognition of the distinction is growing but it is also true that the machinery of administration for rights and interest disputes is identical; the same persons handle both kinds of boards; and in some quarters it is assumed that the distinction is a false one which leads to the application of erroneous principles.

d) The very general practice of three-man boards in Canada is rare in the United States. In fact the American Arbitration Association discourages the multiple member boards. In Canada three-man boards are supported everywhere by legislation.

e) In some provinces arbitration costs may be borne by the government. In the United States costs must be met by the private interests. Although the level of remuneration is low, it is doubtful if industry and the unions would be willing to assume the full costs as in the United States unless it could be shown that the benefits would compensate fully for the additional outlay. In the United States the parties each pay $25.00 per day to the Association and Arbitrators fees seem to range from $50.00 to upwards of $150.00 per day. It should be noted that arbitrators sometimes waive their fee if the parties are financially weak.

f) Court interpretation of the respective constitutions has resulted in much greater centralizing of the labour function in the United States than in Canada where it remains largely a provincial responsibility. This would make a national scheme similar to the Association's more difficult to operate in Canada. Yet one of the more valuable aspects of the United system is its wide scope.

In spite of the difficulties which have been pointed out, much can be learned from United States experience, and it appears that certain features of the American system could with benefit be grafted on to the Canadian. Preliminary to making suggestions certain positive values from the American Arbitration Association system can be observed.

1.—Arbitration under the American Arbitration Association is consistent with the western tradition of collective bargaining which is essentially a private legislative process in which two parties, labour and management, establish a kind of local industrial law applicable to the jurisdiction established by the joint functional relationship. It recognizes the need for reference for binding arbitration to some mutually acceptable third party in case of failure to agree on the responsibilities of either party under the contract. This is not unique in the United States. Our own machinery of arbitration leaves to the parties the selection of the arbitrator. But the United States differs from us in that generally with them the process itself is voluntary.

2.—Compulsory conciliation and arbitration in Canada has made very heavy demands on arbitrators, has tended to throw the responsibilities for staffing the chairmanship on government and has placed unusually heavy demands on the judiciary as a source of supply.

3.—The American system has encouraged the development of a corps of professional arbitrators and has raised the level of competence and integrity of those involved.

4.—The system of checking in New York has had the effect of avoiding many errors, and of sharpening the work of the arbitrators.

5.—The creation of a supply of arbitrators has reduced the need to rely on outside authority for appointment and hence increased respect for the process and the results.

APPLICATION TO CANADA

There would seem little likelihood that a branch of the American Arbitration Association will be established in Canada. Aside from the matter of national sensitiveness, traditional differences are so great in custom and law that it would be almost impossible for the American Arbitration Association to operate here except in scattered instances, especially in the labour relations field. Compulsory arbitration, standard legal requirement in most of Canada is anathema to the American Arbitrator Association. The Association is strongly independent and will have nothing to do with a government service. The close relations between conciliation of interest disputes and arbitration of rights disputes in Canada is another stumbling block.

We should, however, be able to graft onto our own system some beneficial features from American experience. At present we have a great need for competent board chairman in both kinds of disputes. A Canadian organization fashioned somewhat on American lines would help to solve this basic problem. In spite of the American Arbitration Association attitude, there is no serious reason why this could not be established on a sound basis consistent with our own present machinery.

The problem of adaptation is not insuperable. A voluntary association could be set up to function as follows:

a) The major responsibility would be to make available competent chairmen. In this respect the role would be the same as that of the American Arbitration Association. The sources and methods of selection could be similar to those used by the American Arbitration Association.

b) At present when parties are to appear before a board, chairmen are recommended by various agencies such as the Board of Trade, Union offices, legal counsel, industrial consultants, and the conciliation service itself. With the exception of the last named, all these sources are identified as either a management or a union source. An active association would gradually take over this function and, being bi-partisan, would develop confidence in arbitrators and reduce suspicions between the parties.

c) So far as the law is concerned, there need be no alteration. The association idea is not a proposal to do anything but establish an additional unofficial agency in no way inconsistant with the present law.

The formal appointment could still be made by the Minister who would be relieved of much of his present load of finding arbitrators when the parties fail to agree.

d) It would be necessary to consider carefully the question of authorizing the association to select in case of failure to agree by the parties. If this power were granted to an association it would in effect be taking over a ministerial role, *but only by consent of the parties in each case.* However, it might be wise to permit the use of the association to parties without this final selecting condition, at least for a time until confidence grows.

e) The system of checking presents special problems and could not be adequately handled until a nationwide association was operating, and experience had accumulated.

f) As in the United States, it would be possible to draw support from all influential areas of business, labour and the professions. The advisory and consultative committees could be established with profit to all.

g) Such an association could stimulate research, encourage contract improvement and help to "educate" arbitrators. University institutes like this one at Laval and the Industrial Relations Centre at McGill could be of assistance.

h) The question of rules of procedure is important. In the United States this has been met by the "Voluntary Labor Arbitration Rules" of the Association which the parties accept by implication when they name the Association in their arbitration clause. But since these are themselves determined by the association which is made up of labour and management representatives, it means that the framework of arbitration and the regulations by which it is to be directed are being shaped privately by the parties. In this country the general framework has been legislated in our compulsory system. Nevertheless there is much scope for supplementary direction by Industry and Labour through their own joint private arrangement.

SOMMAIRE:

REGLEMENT DES CONFLITS DE DROIT AUX ETATS-UNIS ET AU CANADA

De plus en plus le législateur, partout au Canada, a tendance à rendre plus uniforme la loi régissant les conflits qui suivent la signature d'une convention collective. Il tolère moins, il impose davantage. Il décide non seulement quand il y aura arbitrage, mais aussi la forme qu'il prendra et sa juridiction.

Nous pouvons rehausser la valeur de notre structure d'arbitrage en analysant les qualités de la législation américaine en ce domaine. Notons ici qu'au Canada le recours à la force économique est largement disparu comme moyen de régler les conflits pendant la durée du contrat. L'arbitrage obligatoire est en voie de devenir la règle en ces cas.

Dans le domaine de l'arbitrage, il y a lieu de distinguer entre conflits de droit et conflits d'intérêt. Cette distinction est apparue avec la croissance des syndicats, l'évolution de la convention collective et l'adoption générale de la convention écrite énumérant les droits de chacun.

Au Canada

Le Canada a copié beaucoup de ses lois ouvrières sur celles des Etats-Unis, v.g. la certification des agents négociateurs. Cependant nous avons expérimenté avant les Américains dans le domaine de l'arbitrage comme solution des différends, v.g. conciliation obligatoire des conflits d'intérêt et arbitrage obligatoire des conflits de droit. Aux Etats-Unis, on se repose davantage sur le moyen de la grève ou de la contre-grève pour faire respecter les droits réciproques.

Aux Etats-Unis

Aux Etats-Unis cependant, contrairement à la tendance générale canadienne, on essaie de maintenir l'harmonie en recourant à des organismes privés, tel que l'Association Américaine d'Arbitrage. Leur but est d'encourager les parties à s'entendre, en introduisant dans les contrats une interdiction de la grève et de la contre-grève et l'obligation de recourir à l'arbitrage obligatoire. Au Canada, ces deux questions ont été réglées par le législateur. Aux Etats-Unis, l'obligation légale d'aller à l'arbitrage n'existe pas; c'est pourquoi l'Association d'Arbitrage (organisme privé) a assumé le rôle que le gouvernement joue au Canada en ce domaine, v.g. en fournissant des clauses modèles d'arbitrage, des règles de procédure, les officiers, les arbitres, etc. Remarquer que l'Association Américaine d'Arbitrage s'occupe des cas d'arbitrage en tant que distincts des cas de médiation ou de conciliation. Elle se limite à deux types de cas: 1) l'arbitrage obligatoire pendant la durée de la convention lorsqu'il est prévu par une clause de la convention; 2) convention d'arbitrage par les parties, même si le contrat ne comporte pas de clause à cet effet.

1. Association Américaine d'Arbitrage

L'Association Américaine d'Arbitrage a un bureau national, 16 bureaux régionaux, une liste de plus de 2,000 personnes pouvant agir comme arbitres. L'Association ne fait pas elle-même d'arbitrage. Elle fournit les services requis et aide les parties à s'entendre sur un arbitre. Les tribunaux américains reconnaissent la validité de leurs sentences. Cette procédure mérite d'être étudiée en regard de la situation canadienne.

a) Au Canada depuis 1907 une période d'attente obligatoire jointe à une enquête publique a été introduite et depuis la deuxième guerre, l'arbitrage obligatoire a été institué alors qu'aux Etats-Unis, on ne trouve généralement que la période d'attente obligatoire sans l'arbitrage obligatoire.

b) L'Association Américaine d'Arbitrage refuse de publier les sentences, alors qu'au Canada et séances et sentences sont rendues publiques.

c) Dans les organismes canadiens, la distinction entre conflits de droit et conflits d'intérêt n'est pas nettement établie, alors qu'aux Etats-Unis, elle l'est.

d) Au Canada, on recourt à trois arbitres et aux Etats-Unis rarement à plus d'un seul arbitre.

e) Dans certaines provinces canadiennes, le gouvernement peut assumer les frais d'arbitrage; aux Etats-Unis, les parties elles-mêmes défrayent le coût.

f) Au Canada, un plan d'envergure nationale, tel que celui de l'Association Américaine est difficile à cause d'une centralisation provinciale de la législation.

2. Avantages du système américain

Le système américain est difficile, mais comporte des avantages positifs:

1. L'arbitrage pratiqué dans le cadre de l'Association Américaine est compatible avec le régime de la convention collective qui constitue également une législature privée. Nos propres mécanismes d'arbitrage laissent aux parties le choix de l'arbitre.
2. La conciliation et l'arbitrage étant obligatoires au Canada, les arbitres disponibles sont accaparés et on confie au gouvernement la tâche de nommer des présidents dont la majorité sont membres de la magistrature.
3. Le système favorise le développement d'arbitres honnêtes et compétents dans les questions ouvrières.
4. Les vérifications faites à New-York évitent de nombreuses erreurs et améliorent le travail des arbitres.
5. Un nombre plus grand d'arbitres diminue le recours à une autorité extérieure et augmente le respect envers la procédure et les résultats.

APPLICATION AU CANADA

Il n'y a pas grande chance que soit organisée une succursale canadienne de l'Association Américaine d'Arbitrage. Cependant on pourrait former au Canada une association indépendante qui fonctionnerait de la façon suivante:

a) Sa responsabilité principale serait de rendre disponibles des présidents compétents et de choisir des arbitres de la même façon que l'Association Américaine le fait.

b) Le caractère de cette association bi-partisane ferait grandir la confiance envers les arbitres et diminuer la méfiance entre les parties.

c) Aucun changement n'est requis en ce qui concerne la loi. Le ministre pourrait procéder à la nomination officielle.

d) Si les parties n'arrivent pas à s'entendre sur le choix du président, avec leur assentiment, l'association pourrait assumer ce rôle.

e) Pour que le système de vérification fonctionne avec satisfaction, il faudra attendre l'établissement d'une association nationale.

f) Comme aux Etats-Unis, les comités consultatifs pourraient être institués au Canada et au profit de tous.

g) Une telle association pourrait stimuler des recherches, encourager l'amélioration des conventions collectives et aider et à « éduquer » les arbitres. Des instituts universitaires comme celui-ci à Laval et le centre de relations industrielles à McGill pourraient y apporter leur concours.

h) Aux Etats-Unis, les règles de procédure sont fixées par l'Association mais formulées privément par les parties. Au Canada, le cadre général a été fixé par nos lois à l'intérieur d'un système obligatoire, mais toutefois, patrons et ouvriers conservent une grande latitude pour élaborer privément des directives supplémentaires.

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