



LEGISLATIVE ASSEMBLY OF THE NORTHWEST TERRITORIES
DEBATES

61st Session

8th Assembly

Official Report



FRIDAY, FEBRUARY 11, 1977

Speaker The Honourable David H. Searle, O.C.

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YELLOWKNIFE, NORTHWEST TERRITORIES

FRIDAY, FEBRUARY 11, 1977

MEMBERS PRESENT

Mr. Steen, Mr. Stewart, Mr. Lafferty, Mr. Lyall, Mr. Butters, Mr. Fraser, Mr. Whitford, Hon. Arnold McCallum, Mr. Evaluarjuk, Hon. Peter Ernerk, Mr. Kilabuk, Mr. Pudluk, Hon. David Searle, Hon. Dave Nickerson.

ITEM NO. 1: PRAYER

---Prayer

SPEAKER (Hon. David Searle): Item 3, questions and returns. Are there any returns?

ITEM NO. 3: QUESTIONS AND RETURNS

Return To Question W33-61: Mackenzie River Bridge

DEPUTY COMMISSIONER PARKER: Mr. Speaker, on Wednesday, February 9, 1977, Mr. Lafferty asked what plans the administration had for bridge construction over the Mackenzie River at or near Fort Providence. The administration believes that a bridge over the Mackenzie River at Fort Providence crossing is in the long-range forecast of the federal government, but no specific date for commencement of such a project is known to us at this time.

Return To Question W34-61: Power Rates, Fort Simpson

On Wednesday, February 9, 1977, Mr. Lafferty asked what action the administration was taking to alleviate financial problems of Fort Simpson residents caused by Northern Canada Power Commission electrical power increases.

This administration is sympathetic to the plight of Fort Simpson residents who may be experiencing difficulties due to high electrical power rate increases, but these problems are not unique to Fort Simpson, as many communities in the Northwest Territories have comparable or higher power rates. This House previously has recommended to the Minister of Indian and Northern Affairs that subsidies be provided to northern residents to assist in defraying high electrical power costs. No final resolution to this problem has yet been reached, but the Minister has indicated he is considering several possible courses of action to resolve this problem.

Return To Question W37-61: Fire Truck, Cape Dorset

On Wednesday, February 9, 1977, Mr. Evaluarjuk asked what plans the administration had for replacing the fire truck in Cape Dorset. The territorial budget for 1977-78 contains funds for the purpose of purchasing several mini-pumper fire trucks, one of which is designated for the settlement of Cape Dorset. This type of fire equipment is being purchased for the first time by this government following a very careful study undertaken by the Departments of Local Government, Public Works, and the fire marshal's office. The mini-pumper has a water reservoir capacity of 200 gallons and will provide up to four minutes fire-

fighting ability, until the community water delivery tanker truck arrives on the fire scene and is connected to the mini-pumper to provide additional water. This system thus provides a community such as Cape Dorset with quicker response to fire emergencies than is now being experienced. For Mr. Evaluarjuk's further information I have two pictures of a mini-pumper, which I will pass to him.

Return To Question W41-61: Recreation Trapping Licence

On Thursday, February 10, Mr. Lyall requested that the administration provide an explanation of the recreational trapping licence.

There are, in fact, two types of trapping licences authorized under the Game Ordinance:

1. General Hunting Licence. This allows trapping privileges as well as hunting and is available to native persons and some other long-term residents.
2. Trapping Licence. a) This is the licence referred to by Mr. Lyall as the recreational trapping licence. It is available to any person resident for six months in the Northwest Territories for a fee of five dollars annually. The issue and renewal of trapping licences must be recommended by a trappers' association. They are valid only in the area outlined on the licence under the control of the trappers' association concerned. b) Any resident may be issued a trapping licence if in the opinion of the Commissioner the licence should be issued in order to harvest properly an unoccupied area remote from other areas being harvested. The Commissioner may set limitations on the licence, such as the number and type of animals that may be taken. c) Trapping licence holders are not authorized to hunt big game unless they are the holder of a big game licence. They are subject to season and quotas the same as any other resident sport hunter.

MR. SPEAKER: Any further returns? Any written questions? Are there any written questions? There being no written questions, gentlemen, I skipped over Item 2, replies to Commissioner's Opening Address. That was put on, as you may recall, because Mr. Kilabuk was unavoidably detained and we undertook to put that on for him. So, I will return to Item 2, replies to Commissioner's Opening Address. Mr. Kilabuk.

ITEM NO. 2: REPLIES TO COMMISSIONER'S OPENING ADDRESS

Mr. Kilabuk's Reply To The Commissioner's Opening Address.

MR. KILABUK: Mr. Speaker, I am sorry that I was unable to come here earlier and I do not have very much to say but there are a few things.

Firstly, I did not hear what the Commissioner had to say but what I want to say, or what I want to say is most important, and that is about the Education Ordinance, and from my constituents that the people did not approve of the ordinance but it is too late now, it has passed.

In my constituency people have told me the way they read the ordinance and they said they did not understand it all. For instance, had they been given a year to study it they would have liked that but it is too late now. I am mentioning this because it is the wish of my constituents that I do so. Also they said about land in the Northwest Territories, where there are trees and no trees, they figure if they had different ordinances, on different sides of the tree line it would be better, but we heard from Ottawa that they will be electing two Members, and they spoke about this also, about the ordinance.

For those two who will be elected to Ottawa -- also, we have heard that the Commissioner might quit his job, but they should be very careful in who they elect as the future Commissioner. That is what the people have been saying, those two points, in my settlements. Also, what I am saying is that I gathered

from my constituency that information and I would like to thank you very much for giving me a chance to speak out, even though I was late in coming here and thank you very much for giving me this chance.

Still A Lot Of Problems To Be Solved

The Members of the Northwest Territories Assembly have a lot to do and I believe in them and that the things I have asked for are beginning to happen in the Northwest Territories and our strength is showing but there are still a lot of problems to be solved. However, I am sure in future we will be getting the things we want, because we do things to please our constituents, and ourselves also. I have seen things happening now that we have asked for and our constituents are thankful for this, and they are running things better than before. I thank my constituents and they are thankful they have elected us because we speak out for them and they really appreciate this.

If we do more things for our people and listen to them, we will get things a lot better, or things will be done better and this is our job and we can do it properly. Our constituents have given us the strength to do our job better, by supporting us and also what they want is really necessary and therefore we have to listen to them. I do not have many things to say and I will not say much more, but I would like to say a few more things during the sittings of the Assembly so I will not try and say everything right away and will be saying more later on. Again I thank you very much for giving me a chance to speak and waiting for me and for giving me this time. Thank you very much.

---Applause

MR. SPEAKER: Item 4, oral questions.

Item 5, petitions.

Item 6, reports of standing and special committees.

Item 7, notices of motions.

Item 8, motions for the production of papers.

Item 9, motions.

ITEM NO. 9: MOTIONS

Motion 9-61: Review Of Mental Health Ordinance

MR. WHITFORD: Mr. Speaker, Motion 9-61, a review of the Mental Health Ordinance. I would like to make a motion, Mr. Speaker.

WHEREAS the Mental Health Association of the Northwest Territories has requested a review of the Mental Health Ordinance;

AND WHEREAS it would appear that the ordinance is out of date and may be in need of an amendment;

NOW THEREFORE, I move that the administration be requested to review the Mental Health Ordinance and, if necessary, bring forth suitable amendments for consideration by this House.

If I may speak to the motion, Mr. Speaker ...

MR. SPEAKER: I will have to seek a seconder first. Is there a seconder? Mr. Butters. Proceed, Mr. Whitford.

MR. WHITFORD: Thank you, Mr. Speaker. Mr. Speaker, a day ago, on February 9, we had dinner with the Mental Health Association executive and, at this meeting they requested that if it was at all possible, to change the present ordinance for the mental health people in the Northwest Territories.

It seemed that it was out of date and they wanted it to relate more to the community. They wanted to be able to be closer to the community, Mr. Speaker, to communicate between their organization better and the people they are serving. They had with them part of the organizational plans that had been used in Alaska in development in that particular state. Some of the items that they had shown to us were, for example, to improve the effectiveness of the existing mental health service or provide a means for participation by local communities in the determination of the need for the allocation of mental health resources, establish a uniform ratio of local and state governments' responsibilities for financing mental health services. To prevent unnecessary duplication and frustration of services and expenditure, to establish them as an educational experience for professional technical and administrative personnel employed and community mental health services. To assist the community in establishing the organization and operation of community mental health services.

These are some of the areas they have pointed out, Mr. Speaker, and we feel that this ordinance we have presently got has to be changed to something like this for the future. Mr. Speaker, I am very concerned about mental health because I have a nephew as well who is afflicted at the moment with this kind of problem and it means a lot to me, Mr. Speaker, and I hope the rest of the Members do support such a thing being changed to support people like this who need that kind of help, Mr. Speaker.

MR. SPEAKER: Further discussion?

SOME HON. MEMBERS: Question.

Motion Carried

MR. SPEAKER: Question being called. All in favour? Carried unanimously.

---Carried

Mr. Butters, what do you want to do with Motion 5-61?

MR. BUTTERS: I still wish to defer the motion until later in the session, sir.

MR. SPEAKER: Item 11, consideration in committee of the whole of bills and other matters. This House will resolve into committee of the whole for continuing consideration of -- Mr. Butters?

MR. BUTTERS: I missed the tabling of documents. May we just return to that for a moment?

MR. SPEAKER: Unanimous consent requested to return to Item 10 -- I am sorry. I missed it out. I did not call it. It is not my day. This is the second one I have missed. Item 10, tabling of documents. Mr. Butters.

ITEM NO. 10: TABLING OF DOCUMENTS

MR. BUTTERS: Sir, I wish to table a document number 11-61, I referred to during the discussion of information items and relative to transportation in the North. This is a letter from the Hon. Otto Lang dated October 12, 1976.

MR. SPEAKER: Thank you, Mr. Butters. Any further documents to be tabled? Item 11, I will try it again, consideration in committee of the whole of bills and other matters. This House will resolve into committee of the whole for continuing consideration of Bill 11-61, the Workers' Compensation Ordinance.

ITEM NO. 11: CONSIDERATION IN COMMITTEE OF THE WHOLE OF BILLS AND OTHER MATTERS

---Legislative Assembly resolved into Committee of the Whole for consideration of Bill 11-61, Workers' Compensation Ordinance, with Mr. Fraser in the chair.

PROCEEDINGS IN COMMITTEE OF THE WHOLE TO CONSIDER BILL 11-61, WORKERS' COMPENSATION ORDINANCE

THE CHAIRMAN (Mr. Fraser): I do not know if I am supposed to be the chairman or not, but I guess so. Mr. Speaker did not announce it. We will just distribute some of these amendments around to the Members. Is it your wish to go back to the amendments or carry on?

MR. BUTTERS: Carry on.

Clause 11, Agreed

THE CHAIRMAN (Mr. Fraser): Carry on from clause 11, persons deemed workers. Agreed?

---Agreed

Clause 12, Agreed

Bill 11-61, An Ordinance Respecting Compensation to be Paid as a Result of Injuries or Death Caused to Workers in the Course of Their Employment. I wonder

if somebody would invite the witnesses to the table? Thank you. I think we stopped last night at clause 12, rights of action and subrogation. Hon. Dave Nickerson, I think you were on the floor. Clause 12, agreed?

---Agreed

Clause 13, Agreed.

Clause 13, effect of subrogation of board. Agreed?

---Agreed

Clause 14, compensation.

HON. DAVE NICKERSON: On page 21 at the bottom, the last line but one there is a typographical error. Twelve is written 12 instead of being spelled out as all other places in the ordinance.

THE CHAIRMAN (Mr. Fraser): Subclause 14(3) should have been written over compensation. I think that has been left out. You can correct that in your book. On page 21 the month "12" should have been written out instead of the number and there is a typographical error there under diseases. Those corrections being made on page 12, second last line, 12 months in writing and "preceding" should have only one "e". Clause 14, Mr. Butters.

MR. BUTTERS: I have a couple of questions relative to procedure in this process. On page 22 subclause 14(7), where a worker has been disabled for a very short period of time, is the compensation paid to the worker automatically or is there a requirement to apply for, say, the three or four days in which he is disabled?

The second question relative to that is at the bottom of the page "claim by dependant." Does it require that the dependant make an application here or does the board make application on behalf of the dependant?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

Notice Of Accident.

MR. MacLEAN: There is a provision first of all with respect to the worker making a claim within a certain time limit and I was just trying to find that period in subclause 17(1) "In every case of personal injury to a worker by an accident in any industry the worker shall ... give notice thereof in accordance with the regulations to the employer and to the board." Apart from that section you will notice that the board has jurisdiction to waive any non-compliance with the time limit. This has been the case in the past and I presume it will be the case in the future. As long as the claim is a just one and ought to be allowed, regardless of the technical fulfilment of filing the claim within a certain time, the board goes ahead and processes it.

In relation to where there is a death and a dependant is involved, in most cases the board contacts the dependant family and advises them as to procedure and sends them the necessary forms to be submitted to the board in order to process the claim.

THE CHAIRMAN (Mr. Fraser): Thank you.

MR. BUTTERS: My question was raised mainly in consideration of native people or native employees who are native to the territories. I have found that there is a very great misunderstanding sometimes about the technicalities of the law, a great ignorance of the law, with the result that people do not act and do not avail themselves of their rights and entitlements that they have under the laws of the land. Mr. MacLean said in responding to my second question that in some of the cases, I would hope that it would be in all of the cases, that where the recipient or dependant is a native person that the information should be translated into the language of that person, the language that that person uses in the main so that there can be no misunderstanding. I feel that often, as I say, native employees do not realize their entitlement and therefore, say nothing and do not claim and as a result lose the benefit because this clause obviously requires action on the part of the person aggrieved or injured. I think there should be some recognition that people in these circumstances do not avail themselves of their legal entitlements in all cases.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Butters. I think the legislation committee when they sat were quite concerned about that too. Maybe Mr. MacLean could bring us up on that.

Native Dependants Being Aware Of Their Rights

MR. MacLEAN: That is true. The standing committee on legislation brought this to our attention. We are aware of it and Mr. Butters is quite correct, that there have been cases in the past where native dependants were not aware of their rights and it resulted in some delay and some confusion. We have in mind what you might call a public education program with a series of pamphlets and so on translated into the native languages to be dispersed throughout the settlements. We also have hopes some time in 1977 to have our people out in the field visiting the various employers and perhaps coming into contact with various citizens' groups in the settlements with respect to explaining what workers' compensation is all about. We have, of course, two checks in relation to making sure that a dependant does make an application. Under subclause 17(3) it is mandatory for the employer to advise the board in relation to an accident or a fatal accident.

Now, if the employer does not do this he is subject to certain penalties, but failing that the board also receives with respect to fatals, copies of the accident reports from the RCMP, in relation to any fatal in the Northwest Territories and we follow it up on that basis.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Mr. Butters.

MR. BUTTERS: Just one more question. I think Mr. MacLean has given me assurances on the second point that the dependants, in the case of a fatal accident would be covered, my question is just to ensure that there would be no time loss or hardship experienced by the dependants in the event of a delay in treating such a case. I would presume that the people in Hon. Dave Nickerson's department would also be looking at this very carefully and act in the event there was not an entitlement being received.

With regard to the second question I am not satisfied that an advertising campaign of this nature would really do the job because when you are not injured you do not think of being injured. It strikes me that possibly the best means of communicating this right or entitlement would be that it would be part of the package that every doctor has when he is treating a minor accident victim, or when the nurse is filling out the forms, so the injured person could be then presented with a piece of paper that carries the message of the board on it. He could read it and recognize that before he left the doctor's office, that he had an entitlement for the four or five days in which he was either hospitalized or required to remain off his job.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Butters. If we could go back to page 21, presumption re accident, subclause 14(3), in the third line it should be "it occurred during" instead of "in" and also in the fourth line, "accident occurred during the course". Could we make those changes, instead of having "in", putting in "during"? Is it agreed?

---Agreed

Thank you.

Clause 14, Agreed

Clause 14, compensation. Is it agreed?

---Agreed

Clause 15, accident elsewhere than in territories. Clause 15. Hon. Dave Nickerson.

HON. DAVE NICKERSON: If I read clause 15 correctly it seems to me to be a very good idea. A number of businesses in the territories are called upon from time to time to go down for instance to Fort Chipewyan in Alberta or Uranium City in Saskatchewan and although they are based in Yellowknife, Hay River or Fort Smith the nature of the work they do is such that it is done over a fairly wide area. Would I be correct in thinking that under clause 15, a contractor with his head office for instance in Fort Smith would not have to now get compensation in Alberta every time he went down to Fort Fitzgerald to do some work?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

Employment Out Of The Territories

MR. MacLEAN: That is correct, subject to the stipulations of subclause (1) the worker has to be a resident of the territories or that must be his usual place of employment, in the territories and his employment out of the territories is a continuation of his work in the territories and the employment out of the territories has lasted less than six months. Subject to that you are quite correct.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Clause 15. Mr. Butters.

MR. BUTTERS: I just wanted to ask one brief question about employment out of the territories. I am assuming that the consideration here is in provincial jurisdictions, and it would seem to me possible if in drilling offshore on the Beaufort Sea, say 90 miles or 100 miles off the coast, this could be considered to be well out of the territories. I do not know whose jurisdiction it would fall into. It would almost be in the national jurisdiction. Does the stipulation take place, say, in a drilling accident 150 miles offshore?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Well, Mr. Chairman, the section indicates that if it is in the territories of course you are covered but legally I do not know if that is in the territories or not. If he is outside of the territories, whether it may be in the United States of America or part of that body of water deemed to belong to another country, the clause still applies.

MR. BUTTERS: Thank you.

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. Deputy Commissioner.

DEPUTY COMMISSIONER PARKER: The description of the Northwest Territories as taken by Canada is abundantly clear, and includes the waters contained within the apex of a triangle reaching from the north coast to the North Pole, and that is all part of the Northwest Territories.

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. Butters.

MR. BUTTERS: Could you clarify that definition? That is the definition of the Northwest Territories, not just of Canada's holdings but of the Northwest Territories?

DEPUTY COMMISSIONER PARKER: That is correct.

THE CHAIRMAN (Mr. Fraser): Thank you. Clause 15. Hon. Arnold McCallum.

In Foreign Jurisdiction

HON. ARNOLD McCALLUM: In subclause 15(8) in the third last line, should that conform with other parts of subclause (8) in respect to "province or territories"?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Mr. Chairman, subclause (8) in relation to the words "province" or "territories" as used in that clause?

HON. ARNOLD McCALLUM: In the third line it says: "... like jurisdiction of any province or territory ..." and further on in the line midway through the clause, it says: "... part of the work in that province or territory ..." and in the third last line it says: "... in conformity with the statutes in force in the province ..." and should that include the words "or territories" there?

MR. MacLEAN: To follow along logically it should.

Motion To Amend Subclause 15(8)

HON. ARNOLD McCALLUM: Then could you have that inclusion, I do not know if it would require a motion to put it in. In order to have it conform with the rest of the paragraph those two words "or territories" should be included.

THE CHAIRMAN (Mr. Fraser): We will have the Legal Advisor check it out and she says it is okay.

LEGAL ADVISOR (Ms. Flieger): The third last line would then read: "... statutes in force in the province or territories relating to workers' compensation ..."

Motion Carried

THE CHAIRMAN (Mr. Fraser): Is that agreed?

---Carried

Clause 15, Agreed

Clause 15, accident elsewhere than in territories. Is it agreed?

---Agreed

Clause 16, Agreed

Page 26, clause 16, assignment of damages. Is it agreed?

---Agreed

Page 27, clause 17, notice of accident. Is clause 17 agreed?

HON. DAVE NICKERSON: Mr. Chairman, clause 17 ...

MR. STEEN: I am a little bit concerned, particularly for native business in the territories where they are not aware of the implications of an ordinance such as this, where they may hire a number of people, they do not really know that they are required to carry out certain responsibilities under the ordinance before they hire people and not knowing this they may become convicted under this ordinance. I think perhaps some people, some people they may hire may know something about what they can do to a native business. Let us say if you hire people from the South, and they know all the time that they are covered or can be covered under workers' compensation, but the local business really does not know this and he may get himself caught and paying fines he really does not know anything about.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. LYALL: Mr. Chairman, on these things we are discussing in the legislation committee, we think there is a real need for education in every one of the ordinances that are passed. There should be an education program.

THE CHAIRMAN (Mr. Fraser): We will get an answer for Mr. Steen, Mr. Lyall, and I think we have to go through this anyway in committee of the whole, so we will have to get Mr. Steen's answer and then I think I have a couple more.

MR. LYALL: This was stressed very strongly by the advisers, that they are going to try and get education out in the field so that everybody would understand what is going on in the ordinance.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Lyall. Mr. MacLean.

Penalty To The Employer

MR. MacLEAN: With respect to the question of penalty to the employer, first of all we have to have something in the ordinance with respect to the employer who does not give notice or does not comply in order to make certain that employers will do what they are supposed to do under the ordinance.

Now, the board recognizes the fact that in some parts of the Northwest Territories some employers are not aware of what they are supposed to do with respect to workers' compensation, and the comments of the Members on the standing committee on legislation have been noted by us and we are going to attempt to bring this information more directly to all employers in relation to what their rights and obligations are under the ordinance. However, we do under subclause 17(4), even though the employer fails to give notice or to make a report or to furnish particulars of an accident, the board can waive the penalty and that is in the ordinance under the previous subsections. This is what we have always done in the past in relation to the native people, in particular, who were not cognizant of what the procedure is in accordance with making a claim or reporting an accident under the Workers' Compensation Ordinance. Therefore the board has the discretion to waive any penalty that an employer might be liable for.

MR. STEEN: Thank you.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson.

Motion To Amend Subclause 17(4)

HON. DAVE NICKERSON: First of all, Mr. Chairman, a very small comment on several typographical errors in the last line of subclause (4). I assume the word "but" is a typographical error and should not be in there and would it not also be more usual to say "two hundred and fifty dollars"?

THE CHAIRMAN (Mr. Fraser): Would you say that again, Hon. Dave Nickerson?

HON. DAVE NICKERSON: In the last line of subclause (4) I assume the word "but" is a typographical error and should not be in there at all.

LEGAL ADVISOR (Ms. Flieger): I agree with that.

HON. DAVE NICKERSON: And should it not be "two hundred and fifty dollars"?

LEGAL ADVISOR (Ms. Flieger): I disagree with that.

THE CHAIRMAN (Mr. Fraser): She agrees that the word "but" should not be in there but does not agree that that should be "two hundred and fifty dollars".

HON. ARNOLD McCALLUM: One of two is not bad.

Motion Carried.

THE CHAIRMAN (Mr. Fraser): Is it agreed? Nobody agreed. Subclause 17(4), the last line. Is it agreed?

---Carried

Clause 17, is it agreed? Hon. Dave Nickerson.

HON. DAVE NICKERSON: You never seem to see me over here, Mr. Chairman.

THE CHAIRMAN (Mr. Fraser): I am sorry about that.

HON. DAVE NICKERSON: There are a number of important points raised in this clause, specifically in subclauses (8) and (9) but it also permeates the rest of the ordinance and I think that this is a good time to bring it up. This is the fact that, as you will read in subclause (8), "Every report made or submitted to the board under any provision of this ordinance, etc., is for the use and purpose of the board only, is a privileged communication ...". Similarly under subclause (9) "Upon the written request of the employer ... with a report of the progress being made by the worker."

You will find, Mr. Chairman, that what is happening here is that the board is compiling all kinds of personal information on various people and, furthermore, it is to keep all this information to itself and occasionally give it out to the employers but under no circumstances will it give this private information to the people who should be most concerned with it and that is the workers themselves, the injured people.

MR. BUTTERS: Hear, hear!

HON. DAVE NICKERSON: I think that this is a gross miscarriage of the normal privileges which should be available to anyone.

MR. BUTTERS: Hear, hear!

Motion To Add Subclause 17(12)

HON. DAVE NICKERSON: I do not go for government secrecy, for secret files being compiled on people by government and quasi-government agencies. I think this is a great concern to everyone in the Legislative Assembly here and I would propose the motion which is in the process of being circulated, Mr. Chairman, and it reads as follows, that an additional section be added with the following wording or words to this effect if the Legal Advisor advises otherwise: "Notwithstanding anything in this ordinance, the board shall, on demand by a worker, provide that worker with a copy of any report or other material in its possession concerning that worker."

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. I think this was discussed at the standing committee on legislation meeting. Mr. Lyall, would you like to speak on that motion?

MR. LYALL: Mr. Chairman, this subject was discussed quite extensively all right, but I am kind of lost as to what we were discussing about it at the time, Mr. Chairman. Do you remember, Mr. Fraser?

THE CHAIRMAN (Mr. Fraser): If I remember right, I think it was discussed at length at our committee meeting and we, at that time, on subclauses (8) and (9) decided that if the board was paying for the information there is nothing to stop the worker from getting the same information or going to a doctor and getting the information himself. I think maybe Mr. MacLean could say something on that as to why it was left like that.

The Law In All Jurisdictions

MR. MacLEAN: To begin with, Mr. Chairman, the clause in the ordinance that I think Hon. Dave Nickerson is alluding to had been in the previous ordinance and is in fact the law in all of the jurisdictions in Canada. I have always taken the position, since I became chairman of the board, that although there are problems in disclosure, that is no reason to deny access to our files. We do not in fact have any secret files. We have files that are confidential to the board and to the worker and to the employer and on many occasions since I have become chairman of the board we have opened our files to the claimant himself and union representatives, sat down with them, gone through the file, allowed the union representative or the lawyer or the claimant himself to make notes out of what we have on the file.

There are some serious ramifications if we are going to release identical copies of medical reports that we may receive from a physician who is treating a claimant. We have in the past and we will continue as long as I am chairman of the board to supply summaries of any medical reports we have on to the claimant at his request. We have done this since I have been on the board and will continue to do so in the future, supplying him all of the information that may be beneficial to him in any appeal at the various levels. When you stop to think of what might be involved in relation to giving him an exact photostat of a doctor's report, you are first of all, I believe, taking away that closeness between the doctor and the board in relation to submitting a full report to the board on the individual.

Confidential Reports

There are certain examples and one in particular we have in relation to terminal illness at the present time. In the doctor's opinion the terminal illness which the patient, the claimant has should not be made known to the patient at the present time. There are psychiatric situations where the patient may react violently against the doctor who may have made the diagnosis. Of course, reports of venereal disease which by law we can not disclose. Again I make these points. There are also from time to time in doctors' reports something that may go outside of the exact medical report in relation to the individual himself. As I say, this is the reason for the section being in this ordinance and being in the other ordinances across the land.

We have with us in the gallery the medical adviser to the board, Dr. Gibson, and I am wondering if there is any further information needed in relation to the practising ethics of the doctor or what he as the medical adviser feels about these reports. I would be glad to ask him to come to the table and answer any questions this committee may have.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. The committee motion to add an additional section, "Notwithstanding anything in this ordinance, the board shall, on demand by a worker, provide that worker with a copy of any report or other material in its possession concerning that worker." To the motion.

MR. LYALL: Mr. Chairman, do you think it is a good idea to bring the doctor in and have an opinion from him? We might be doing something in conflict with what he has got to do. Maybe we should bring the doctor in.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Lyall. Agreed?

---Agreed

Introduction Of Dr. Gibson

MR. MacLEAN: Mr. Chairman, if I may before the questioning starts, I would like to just advise the committee that Dr. Gibson practised in British Columbia for some 20 years before coming to the Northwest Territories. He was chairman of the Canadian Medical Association public relations committee for four years from 1964 to 1968. He was president of the British Columbia Medical Association in 1969. He was president of the Northwest Territories Medical Association for two years from 1974 to 1976 and he has been of invaluable assistance to the board since he has joined us.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Dr. Gibson, did you hear the conversation in the last five or ten minutes?

DR. GIBSON: Yes, Mr. Chairman; I did.

THE CHAIRMAN (Mr. Fraser): Maybe you could elaborate on that a little bit or tell us some of the technicalities that may be involved in that section.

DR. GIBSON: Thank you, Mr. Chairman. I would like to take one or two minutes to just underline our present policy as outlined by our chairman. At the present moment we will discuss a file and show files to a worker's lawyer or representative. We are pleased to do this.

Secondly, we will provide a summary to a worker's lawyer or the worker's representative. There are several pieces of information that the summary would not include. Any information that is detrimental or damaging to the worker's appeal, and I emphasize that, if it is damaging to the worker's appeal, then it is not included in the summary, or if it is damaging to a reporting witness. In a very difficult case we often rely on reports from witnesses to the accident. We must depend on having honest, accurate witness reports, so some of those, as you can imagine, are confidential and they would not be included in the summary. The emphasis of the summary is that it must include all information that is beneficial to the claimant so that any information we have on file, all information we have on file that is beneficial to the claimant must be included in the summary. The underlying word there is "beneficial".

Problems Encountered

I think, as several Members of the Assembly have referred to, there are definitely problems encountered if you open up a file 100 per cent. In other words, if you just hand the whole file to the worker and tell him to take it home for a few days and look at it, you definitely do encounter some problems. First of all, we must rely on confidential reports from witnesses and from doctors if we are going to solve some of our difficult cases. Some of these cases are like a case in a court of law and they require a great deal of time. You have to look into all the facts and if we were denied confidential reports from doctors and confidential reports from witnesses, then some of our cases would be unsolvable. We could not do our work.

Secondly, as Mr. MacLean mentions, there is sometimes, and I would not say often, but sometimes on file information of a very confidential nature that the worker himself would not want public. This might include psychiatric problems, emotional problems, problems to do with alcoholism, there might be personal problems and family problems and as Mr. MacLean said, venereal disease and other problems of that nature.

A third point is that the emphasis in the medical profession now is to give as much information as possible to the patients all the time so that the old idea of medicine where it was the business of the doctor and he did not explain it to the patient, that really went out 20 years ago. Now, we give as much information as possible to the patient all the time, but this should always include proper interpretation. To hand out a medical report that is highly technical to a patient with no explanation or interpretation can be very, very misleading and patients can develop all kinds of funny ideas on what they might have or might not have. Really I think it is the doctor's responsibility when he is giving technical information to a patient, that it should always include proper interpretation. Thank you, Mr. Chairman.

THE CHAIRMAN (Mr. Fraser): Thank you, Dr. Gibson, I think that was very informative. Clause 17, to add an additional section. To the motion. Hon. Dave Nickerson.

Contradictory To The Accepted System Of Justice

HON. DAVE NICKERSON: I am afraid, Mr. Chairman, that I am unable to accept what has been said on this subject by the witnesses. It seems to me that these secret files, the refusal of the board to give to people information concerning themselves is completely contradictory to the normal accepted system of justice in Canada. A board sits very much in judgment on what the complainant or what the person who may or may not be entitled to compensation wants, and it is very much a quasi-judicial body in that it has great importance to the worker, what the outcome of a particular judgment might be. To me, the whole concept of people sitting in judgment on someone else, having all kinds of confidential information about that person, and expecting that person to be able to defend himself or put his case forward when he does not know what information they have, that is completely wrong and contrary to my understanding of the Canadian system of justice.

Now, Mr. Chairman, it is all very well for the witnesses who, of course, are all honourable men and I am sure they are doing their very best, it is all very well for them here today to give us their assurances that although they are not bound by law to do such a thing, generally they will try and operate to the best advantage of everybody and give people this information, but I do not think that is sufficient. I think we have to have a guarantee that this information will be forthcoming, not just when they feel like handing it out, but as a matter of right to the people involved.

On Making The Information Public

I think to a certain extent, Mr. Chairman, the witnesses are dragging a red herring into the proceedings when they suggested that this information is to be made public. Of course it is not to be made public, confidential medical and other reports will be made available only to the worker, they will not be broadcast all over the place, and of course, it will be up to that worker whether he wants to rip up his medical report and throw it away or whether he wants to put it on the front page of a newspaper, that is entirely at his discretion. So, that is really not a consideration. As for the fact that the board might not wish to tell somebody that they have an illness which is probably terminal, it would be my supposition that if anyone is suffering from a terminal illness he should have the right to know about that so he can put his affairs in order.

I am disappointed that people can not accept the elementary concept of Canadian justice in that people should be able to have all the information available to them on which they are to be judged, and on which their case is being decided. I do not want to see individual liberties, individual freedoms just thrown away and sacrificed for the sake of administrative convenience.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Hon. David Searle.

Two Parties

HON. DAVID SEARLE: This is a very interesting motion. As I understand the response so far from our officials it is indicated that it goes too far. My feeling is that it does not go far enough, that is, even the motion. My understanding of proceedings before the board is that there are really, there are really two parties, the employer on the one hand who of course must pay and there is the employee or worker on the other hand who is entitled to be paid. It seems to me therefore that the board should make available to either the worker or the employer whatever material they have in their possession because either of them can apply for a review, as I understand it. I do not know how you can knowledgeably and intelligently apply for a review if you are not in possession of the factual information which the review is obviously concerned about, particularly when you come to medical evidence.

The classical case is, of course, one of two situations. Either the worker is receiving compensation which the employer does not think he is entitled to because of his medical conditions, or, the worker is not receiving compensation and feels that he should. Of course, the bad ones are always back injuries and things like this as we know because they are so difficult to determine and wherever you get a back injury you have the employer thinking the guy is gold-bricking it and the guy thinking that he should have compensation when maybe he is not getting it.

Now, my experience has been that it is very difficult to really get down to the nitty gritty, to know, either for the worker or for the employer, whether or not you should apply for a review because it is like pulling teeth to get the reports from the board on which to base a knowledgeable judgment as to whether or not you should apply for a review. Do you follow me? You would probably have fewer applications for review if everybody all the time, (a) the worker and (b) the employer had as much information as the board did, as to the medical condition of the worker, but you see you get the worker and the employer in the position of having to guess if they do not have all the facts. Then you get into other medical assessments that might otherwise not be asked for if they really had all the information. So, my suggestion would be that not only therefore should the information be available to the worker on demand but as well his employer, and I am wondering, having said what I have, if there is any -- maybe I am in error. Is there any response to that?

THE CHAIRMAN (Mr. Fraser): Could we have a response to that, Mr. MacLean?

MR. MacLEAN: As I understand it, Mr. Chairman, this amendment deals with just medical reports or all reports, what are we talking about?

THE CHAIRMAN (Mr. Fraser): Hon. David Searle.

A Secret Society

HON. DAVID SEARLE: I was using as an example, of course, medical reports but I am not quite sure what other reports there are. I guess what I am saying is what is wrong -- I know how it is done, there is a file just like any other file and what is wrong with either the worker or the employer being able to examine the board's file which would contain the medical assessments, correspondence back and forth, requests for reviews, the basis for it you know all of this sort of thing? The sort of thing that bothers me is that these reviews even take place -- a worker applies for a review, a review may or may not be undertaken, at the board's discretion, but if it is, the past practice has been, and I do not know if it has been corrected by this ordinance, but the past practice has been that it is even undertaken in the absence of any notice to the employer and also the converse happens. It is almost a secret society.

MR. MacLEAN: Mr. Chairman, I still do not know what the amendment is, but in speaking to Hon. David Searle's comments, since I have been chairman of the board, there has been complete access and I stress those words "complete access" to our files. I have not had any dealings with Hon. David Searle, or Hon. David Searle's firm as far as I can remember over the past two or three months but we have had dealings with other lawyers and there is no problem. You come in and sit down with a representative of the board and the file is there and you can go through the file. All information that we have on that file we will gladly go over and discuss with the legal representative or any other representative which the worker may indicate by signature. I do not really appreciate why all of a sudden we are talking about secret files. The files are there.

In Relation To Review

Now, in relation to review, and this is only since I have been there and I am not too familiar with what went on before, but if there is an accident the claims officer makes a decision and if the worker is not happy with that decision then it is appealed. The appeal is heard by a review committee which usually consists of the claims officer affected, the senior claims officer, secretary of the board, and in most cases, our medical review officer. They make a decision. If the claimant is still not satisfied with that decision then an appeal is made to the board, in total, and on both the appeal to the review committee and to the board, a claimant is entitled to all information in that file which is beneficial to his case. That is the way the board has been operating since I have been there and I would think, taking everything into consideration in relation to the practice of other administrative boards in Canada, we are probably a little bit ahead of some of the boards in other jurisdictions.

With respect to the medical reports themselves, giving copies to the employee, and now Hon. David Searle indicates and quite rightly that if that is the case then a copy should be given to the employer, why not, they are both affected parties, but once you start giving copies of reports to the employee and the employer, with all due respect to Hon. Dave Nickerson, they will become public, one way or another the information leaks out or Harry shows it to his friends at the bar, or the board must discuss it with other people who are on staff in that industry. You just do not expect the employee and employer to take those reports, tuck them away in their drawer and no one will ever know about them.

Always Room For Improvement

With respect to the operation of the board at the present time that is the basis upon which we operate. There is always room for improvement and we are

prepared to adjust and be flexible in relation to whatever we can do with respect to the claimants' appeals and providing them all the information necessary. As the chairman of the board I think I have to say at this Assembly meeting here today that the board's operation since September in any event, since I have arrived, has been to this effect. We have no secrets. We are not trying to be clandestine or to work against the worker. The whole reason for us being there is to make sure that the claimant, if he has an injury, is taken care of to the best of our knowledge and the best of our ability and yet protect the employer with respect to his payments into the fund in that the accident fund is not operated in an inefficient or sloppy manner with respect to adjudication on claims.

Apart from the amendments, I now have a copy of it, the amendment says: "Provide that worker with a copy of any report or other material in its possession concerning that worker." The whole file concerns that worker and if the purport of this amendment is that the worker says he wants a copy of everything we have with respect to him, it would simply be a matter of saying, "Here is the file. Here is a photostat of our whole file. You can take that home with you." That is what this amendment purports to do and I really feel that is going a little too far in relation to trying to have an administrative board work efficiently in relation to the administration of the claims under the ordinance. However, we are in the hands of the Assembly and if this is what the Assembly wishes, then, of course, we will abide by it.

THE CHAIRMAN (Mr. Fraser): Hon. David Searle, do you want to hear Dr. Gibson first or do you want to speak first?

HON. DAVID SEARLE: I want to make one further comment. Mr. Chairman, Mr. MacLean protested too much. I certainly did not suggest since the last three months he has been chairman there has been a secret society going on over there. I was outlining some of my experiences which indeed occurred prior to that and I must say that notwithstanding that, I have always had the greatest co-operation from the board and its officers. I know the practice which is one of pretty much full disclosure. If you care to go over and ask them, they will show you the file. What I was arguing with, however, was not that so much as the way this legislation is worded. You know, it is one thing to say, "If you want to see everything we have got, come over and we will show you the file." It is another thing, however, to examine this legislation which does not of course require that, but quite to the contrary. It says here in subclause (8) of clause 17 at the bottom of page 29: "Every report made or submitted to the board under any provision of this ordinance by a physician or hospital for the use and purpose of the board only, is a privileged communication of the person making or submitting it." In other words, it is the doctor's privilege and the hospital's privilege, even though it is about you. I do not like that. I think that if you are going to have the worker and his employer knowledgeably seeking justice from the board, that the material in the hands of the board has to be available as a matter of right for an examination either by the employer or by the worker. I do not think you can just leave it up to the practice, the generosity of whatever chairman you may happen to have.

A Topic Of Serious Public Debate

You know, more and more this business of what files government agencies and boards have is becoming a topic of serious public debate. In parliament the debate now apparently is going on as well as to should government files generally be open and available to public. I understand the way that debate is going is that the government is fairly positive on that with the exception of RCMP files. To make the files of the Workers' Compensation Board open to the worker and to the employer and their representatives, duly authorized in writing of course, is certainly not making the files of the board open to the public.

As to whom, for instance, a worker may pass on a copy of his medical report, in the bar or otherwise, clearly if he cares to let someone know that he has galloping something or other, that is his business, is it not? What harm other than to him is there to anybody else? As to the employer, of course, I think a copy of his worker's medical report should go to him on a confidential basis for release only to other medical people for their -- the only reason an employer would ever release his employee's medical information would be for examination and assessment by other medical doctors so surely there could be nothing wrong with that. I very much support Hon. Dave Nickerson's motion but I would go wider and include full disclosure to both the worker and the employer.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. David Searle. Dr. Gibson.

On Making Public Information Available

DR. GIBSON: Mr. Chairman, as we all know there is a strong swing now in government circles to have all public information available and I think everyone in this room is in favour of that. I think I would like to underline what our chairman has said. I think that the Workers' Compensation Board has probably led the way in this regard. I think our files are very much open to the worker and the employer, probably much more so than any other government department. We certainly do not deserve the label of a secret society. I think, Mr. Chairman, the point is not so much whether government documents are open to the public or not, it is to do with the medical documents.

I think really to understand that clearly we should look at medical ethics across Canada. Correct medical ethics from coast to coast are the same and that is that you go to see a doctor, he has a medical record on your condition. You do not have the right to walk into a doctor's office and say, "Say, Doc, I would like to have a look at my file. Would you mind loaning it to me for four days?" In no place in Canada do you have that right and there is a very good reason for that. As I said earlier, that leads to a tremendous amount of misinterpretation.

However, it is the intention of the medical profession for the patient to have full access to the information as long as misinterpretation does not creep in, so correct procedure, if you want that information on file, you go to a second doctor and have consultation with the second doctor and the second doctor can request the records from the first doctor. By law the first doctor must provide those records to the second doctor so that the patient can have the second doctor look over the records and give him proper interpretation and see whether a good job is being done, etc. That is correct medical ethics in Canada and really I think we have to observe the same in the Workers' Compensation Board or we are going to have a great deal of problems getting reports from doctors.

THE CHAIRMAN (Mr. Fraser): Thank you, Dr. Gibson. I recognize the time as 10:30 o'clock a.m. and the House will recess for ten minutes.

MR. MacLEAN: I wonder if I could ask if the Assembly needs Dr. Gibson any more this morning. He has other matters to take care of. If so, he will stay.

DR. GIBSON: I can stay. I will stay.

THE CHAIRMAN (Mr. Fraser): Thank you, Dr. Gibson.

---SHORT RECESS

THE CHAIRMAN (Mr. Fraser): The Chair recognizes a quorum. May we bring the meeting back to order? Clause 17, Mr. Stewart, to the motion.

MR. STEWART: To the motion, Mr. Chairman. I am inclined to agree with what this motion is trying to do but I would like to ask a question of the Legal Advisor. The way this motion is worded, what would happen to documents in the hands of the board which were marked "confidential" or privileged type of information they may have on file? Would this indicate that all of this information would have to be made available?

LEGAL ADVISOR (Ms. Flieger): Mr. Chairman, I take the motion as including any documents in the possession of the board, any report or other material in the possession of the board can be demanded by the worker. That would be the effect of this motion.

MR. STEWART: In other words then, the board loses all ability to have in its possession information which may be written on a confidential basis? This type of thing is completely broken down? I do not see how boards, particularly of this nature, can operate under those conditions. Surely if you are doing any type of business and a person wishes to communicate to you on a confidential basis, that right must be protected or else people are just not going to communicate and you are not going to necessarily get the full information that may be required. It seems to me that this thing goes too far in that respect. Surely the right of something being written in confidence must be included?

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Stewart. To the motion. Hon. David Searle.

Motion To Amend Proposed Subclause 17(12)

HON. DAVID SEARLE: Mr. Fraser, in keeping with what I said before I would like to amend the motion by adding the words "or employer" after the word "worker" as it appears in the second line of the motion so that it would read as follows: "Notwithstanding anything in this ordinance, the board shall, on demand by a worker or his employer, provide that worker or his employer with a copy of any report or other material in its possession concerning the worker."

If I may say so, as to Mr. Stewart's point, I fail to see the reasoning. Maybe he can help me as to why there would ever be a requirement for confidential material to be communicated to a board. I mean they act as a court and you can not go sneaking in one side or the other or someone sneaking into a court and saying, "Hey, psst, psst. Do not tell the other guy." You can not have a confidential document sitting there that you take into consideration in coming to your decision that the persons concerned do not know about. What kind of justice is that?

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. David Searle. The motion now reads, "Notwithstanding anything in this ordinance, a board shall on demand by a worker or his employer, provide that worker with a copy of any report or other material in his possession concerning that worker." Mr. Stewart.

MR. STEWART: Well, of course in reply to the Hon. David Searle, I presume in his particular profession for example I believe lawyers are supposed to see that justice is done, therefore, why should not their files be open because basically it is the same thing where justice must be done? I am quite certain that the files of any legal -- any person in a legal firm would not want to give up his files to both sides of the fence before you start. There is surely a cut-off point and I do not see that the ability of anyone to write anything in confidence, even a medical report or a doctor sending in the report, it is quite possible that in giving his opinion he could, if it is turned over to the client, he could possibly start a lawsuit on something the doctor said in his report. Who is going to give you an opinion if you are subject to this type of thing? I think you lose a great deal because the doctor might report "I think this guy's a dingbat" and this report then must go to the fellow and he will sue

him and so the doctor will say "Hell, then I will not say anything". I think the theory of the thing is great, and I do not disagree with that, but I do not think it is workable, I think you are going to create many, many more problems than you are going to solve.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Stewart. Hon. David Searle.

HON. DAVID SEARLE: If I could just continue the debate on this point with my colleague I am very thankful to him for giving me this reasoning which of course I do not agree with at all. Firstly, you are not in the same position as a lawyer with his files, if you are going to compare it to anything in the legal profession you would have to compare the board's operation with that of a court, and there is no doubt that any document or any exhibit or anything done there is open not only to the scrutiny of the parties but to the public at large. So, that comparison really does not work.

Protection For Doctors

Now, as to saying or as to the possibility of a doctor being sued because of calling someone honestly and probably correctly, a dingbat, that is easy enough to do. You could write into the legislation protection for the medical people, just as you have written in protection for the board in not being sued for anything being done in their personal capacity. I do not know what section that is, but that section could clearly be enlarged to protect doctors so you get honest and straightforward reporting from them. So, I think those comments answer the points raised by Mr. Stewart and that being so I am sure he is now in a position to support the motion.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson, are you in favour of the amendment to that motion? Where does this amendment go, does it only refer to medical reports or is it all reports? You have here "any reports" and are you referring to all reports concerning the worker or just the medical reports?

HON. DAVE NICKERSON: I think the motion is quite clear as to what it means.

THE CHAIRMAN (Mr. Fraser): Any report at all?

HON. DAVE NICKERSON: Any report or other material.

THE CHAIRMAN (Mr. Fraser): Where do you want it to go, in clause 17?

HON. DAVE NICKERSON: This is a matter of drafting where it is actually put in the ordinance and I would be quite prepared to leave it to the Legal Advisor.

THE CHAIRMAN (Mr. Fraser): Thank you, go ahead.

HON. DAVE NICKERSON: I must say I agree completely with what was said and my colleague, Hon. David Searle, in that this has to be looked upon as a judicial body. The case where a client meets with his lawyer on a personal basis or meets with his doctor on a personal basis, or any other professional for that matter, is entirely different. What goes on between a patient and his doctor is strictly between them and has to be taken, or has to be considered as confidential information, but when a doctor submits a report to the board, what he will be doing then is to sit down in his office and make out this report and give it all the thought which he deems necessary to give it, so it will not be an off the cuff comment that he really did not mean to say, it will be something that he has given his very careful consideration to, and it would be very, very similar as if a doctor was preparing an affidavit of some kind for use in a court. I think we have to be careful to make that distinction, that the analogy of the board to a court is a correct one and not the board to a private professional person dealing with his client.

Administration Of The Ordinance

Now, we have heard from the witnesses, over the last few months anyway, since the present chairman of the board has taken on that particular job, they have made it a practice to do precisely what we wish to be done. They have not run up against any difficulties, they say it is working quite well, so therefore it would appear to me that it imposes no great difficulty on them, on the administration of this ordinance were it to be made mandatory that this information be made available on request. The only thing I do not like is this attitude "Well, we do it but always reserve the right not to do it should we wish to" and I am sure that is the kind of attitude that the learned judges of the star chamber might have had, and doubtless they were all in their own right honourable men and men who wanted to see justice done. However, unless we can bring forth in our legislation this concept which has taken hundreds and hundreds of years to develop, that information should be available to people who think they have a case and might like to bring it forward, unless we do that I think we would be very much remiss as regards our responsibilities to the public.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Mr. Stewart.

MR. STEWART: No, sir.

THE CHAIRMAN (Mr. Fraser): Hon. Arnold McCallum, to the motion.

Further Motion To Amend Proposed Subclause 17(12)

HON. ARNOLD McCALLUM: Mr. Chairman, I agree with the intent of the motion, but I also appreciate Dr. Gibson's remarks concerning the medical profession and its ethics, and I would like to move an amendment to this particular motion to read "Notwithstanding anything in this ordinance, the board shall, on demand by a worker, or his employer, provide that worker or his employer with a copy of reports and other material, other than a medical report in its possession concerning that worker."

SOME HON. MEMBERS: Oh, no.

HON. DAVID SEARLE: That destroys the whole motion, why not defeat it, because the medical reports are the very thing that the decision, the disability or not, or the amount of disability is based on. I thought the Hon. Arnold McCallum was going to say "and the doctor shall be protected from civil and other liability", and that would make sense and then we could amend the ordinance to give him the same protection the board gets. However, to say "all reports but medical reports", it would be simpler to defeat the motion, that would be more merciful.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. David Searle. Hon. Arnold McCallum, do you wish to follow up on that?

HON. ARNOLD McCALLUM: No.

THE CHAIRMAN (Mr. Fraser): The motion now reads, "Notwithstanding anything in this ordinance the board shall, on demand, by a worker or his employer, provide that worker or his employer, with a copy of any report or other material, other than a medical report in its possession concerning that worker."

SOME HON. MEMBERS: The question.

THE CHAIRMAN (Mr. Fraser): The question is being called. Hon. Dave Nickerson.

HON. DAVE NICKERSON: I think you should be very careful when you call for the vote. The first thing that we will be voting on is Hon. Arnold McCallum's amendment, or the amendment to the amendment.

HON. DAVID SEARLE: And it must be defeated and then the motion voted for.

THE CHAIRMAN (Mr. Fraser): The question is being called.

HON. DAVE NICKERSON: I wonder, Mr. Chairman, for the benefit of the people who are about to vote, especially those who might require interpretation, which sometimes is a little bit lagging in our discussion, but because this is a very complicated matter, and we have a motion and a couple of amendments to it, I wonder, Mr. Chairman, if you could very carefully explain what people are actually voting on?

Second Amendment To Proposed Subclause 17(12), Defeated

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson, I can not talk Eskimo so I can not explain it, I can only depend upon the interpreters and the people who are getting the information to understand the amendment, I can do nothing else. The first amendment is "...other than medical reports" and the question is being called. All in favour? To the amendment, to the amendment. One. Contrary? The amendment is defeated.

---Defeated

MR. LYALL: The question on the first one, on the second amendment.

First Amendment To Proposed Subclause 17(12), Defeated

THE CHAIRMAN (Mr. Fraser): The question on the second amendment. "Notwithstanding anything in this ordinance the board shall on demand by a worker or his employer provide that worker with a copy of any report or other material in its possession concerning that worker."

To the amendment, the question is being called. All in favour? Three. Contrary, if any? Eight. That amendment has been defeated.

---Defeated

Motion To Add Subclause 17(12), Defeated

To the motion, the question has been called, to the motion. All in favour of the motion? Two. Contrary? The motion has been defeated.

---Defeated

Clause 17, Agreed

Is this clause agreed? Clause 17, notice of accident, is it agreed?

---Agreed

Clause 18, medical examination of worker. Mr. Lyall.

MR. LYALL: In reviewing clause 18 the committee agreed to substitute "submit" and "undergo" for "present" in subclause (3) and everywhere else where "present" appears "submit" should appear. Subject to the amendment, the clause was passed.

THE CHAIRMAN (Mr. Fraser): I think the amendments are in the new book. You are looking at the old one?

MR. LYALL: Yes.

THE CHAIRMAN (Mr. Fraser): Thank you. Clause 18 has the change that Mr. Lyall just described and it is in the new book. Hon. David Searle.

HON. DAVID SEARLE: Mr. Chairman, in that the majority of course in a house always prevails and that is a principle I very much honour and respect, in subclause 18(1) where it says "A worker who claims compensation or to whom compensation is payable under this ordinance shall present himself for medical examination in such manner and at such time and place as the board may require", should there not be a comma there and the words "and the results shall be top secret" appear to reflect the feeling of this House?

THE CHAIRMAN (Mr. Fraser): I think, Hon. David Searle, Mr. MacLean went through that in detail in the meeting of the standing committee on legislation.

HON. DAVID SEARLE: I am only concerned that the ordinance reflects clearly our thinking.

Clause 18, Agreed

THE CHAIRMAN (Mr. Fraser): You are not going to make a motion to that effect? Clause 18, agreed?

---Agreed

Clause 19, medical examination of worker.

MR. LYALL: In the third line, Mr. Chairman, of clause 19(1) "... to to undergo", one of those "to's" is to be taken out.

THE CHAIRMAN (Mr. Fraser): A typographical error, agreed.

Clause 19, Hon. Dave Nickerson.

HON. DAVE NICKERSON: I think there is a very small typographical error in the fourth line of subclause 19(1). I think the second word, the word "to" should be removed. It seems to be an insertion made there by the typist.

THE CHAIRMAN (Mr. Fraser): That is on the third line?

HON. DAVE NICKERSON: The third line -- the fourth line, the word "to" does not seem to make sense.

THE CHAIRMAN (Mr. Fraser): Agreed?

---Agreed

Clause 19, Agreed

Clause 19, agreed?

---Agreed

Clause 20, autopsy, agreed? Hon. Dave Nickerson.

Motion To Amend Subclause 20(2)

HON. DAVE NICKERSON: I wonder, Mr. Chairman, if the Legal Advisor could tell us whether or not the terminology used in subclause 20(2) the words "hospital authority" fit in with the terminology used under our Territorial Hospital Insurance Services Ordinance as amended at Rankin Inlet in the last session. I notice this is very much a copy of the Alberta act and we, in places, might have different terminology for the same thing.

THE CHAIRMAN (Mr. Fraser): Ms. Legal Advisor.

LEGAL ADVISOR (Ms. Flieger): As I recall in that amendment to the Territorial Hospital Insurance Services Ordinance we were talking about health facility. Is Hon. Dave Nickerson suggesting that "health facility" should be substituted for "hospital"? "Health facility" was designed to include first aid stations, nursing stations, even I think mobile clinics and x-ray clinics.

HON. DAVE NICKERSON: It is just a question that crossed my mind, Mr. Chairman. If the opinion of the Legal Advisor is there is nothing wrong with it as it stands, I do not wish to pursue the matter.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson.

LEGAL ADVISOR (Ms. Flieger): The question, Mr. Chairman, I think would be whether "hospital" is wide enough. This section would apply only to a worker who dies while confined to a hospital and you might want to expand that.

THE CHAIRMAN (Mr. Fraser): Thank you, Ms. Flieger.

HON. DAVE NICKERSON: That was my concern, Mr. Chairman, in that many of what we have called "medical facilities" in the Territorial Hospital Insurance Services Ordinance would not properly be defined as a hospital. A lot of them are, for instance, nursing stations which are not proper hospitals. If the Legal Advisor thinks it is necessary you might want to widen this by using the term "medical facility". I am not fully familiar with legal implications and the legal terminology and I just wanted to be assured on that matter.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Maybe we could leave clause 20 and have her reword it and come back.

MR. MacLEAN: I wonder if we added the words after "hospital" "or other health facilities", whether or not that might take care of the situation. The latter part of the paragraph would be the relevant authority and not just a hospital authority perhaps.

THE CHAIRMAN (Mr. Fraser): Would that fit, Hon. Dave Nickerson?

HON. DAVE NICKERSON: I think so. Perhaps it might be advisable if you were to leave this matter in the hands of the Legal Advisor and come back later.

Clause 20, Deferred

THE CHAIRMAN (Mr. Fraser): Agreed?

---Agreed

We will leave clause 20 and come back to it after the Legal Advisor has reworded it.

Clauses 21 And 22, Agreed

Clause 21, application for compensation, agreed?

---Agreed

Clause 22, evaluation of disability.

MR. LYALL: On clause 22 I would have liked to see the doctor here when we went through this because I spoke against taking this out. In clause 22 the committee agreed to delete "to the spine" in paragraph 22(2)(e). I do not know why they wanted to take this "to the spine" out. I do not understand that and I still do not but we deleted the words "to the spine".

THE CHAIRMAN (Mr. Fraser): Mr. MacLean, you were in that discussion and I wonder whether maybe you could just give us a little on it.

MR. MacLEAN: Mr. Chairman, I think the feeling of the standing committee was that complete paralysis of legs might occur by way of other injury than just injury to the spine and I believe one of the Members pointed out that perhaps it could be an injury to the head that might also cause this same disability. That was the discussion of the committee if I remember it correctly.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Clause 22, agreed?

---Agreed

Clause 23, notice of decision of board. Hon. David Searle.

HON. DAVID SEARLE: Mr. Chairman, I must say I am not very enamoured with this particular clause where the board may provide a summary of the reasons, including medical reasons, for its decision. However, I suppose that this naturally flows from the previous decision this House made with respect to keeping the medical reports secret. You know, how are you going to determine as a worker or as an employer whether you should seek a rehearing of a matter if you only get a summary of the reasons? Surely you should get a full and complete report from the board so that you can, on examination of it, form a conclusion as to whether or not a review should be sought. Anybody can write a summary in such a way as it will be totally and completely unclear to either side as to whether or not you should seek a review. There are masters at writing summaries. I can summarize anything you want to give me and you will not know whether after I have summarized it, whether you should or should not seek further or better clarity. Really there should be, I should think, a provision there for a full and complete disclosure of the reasons.

THE CHAIRMAN (Mr. Fraser): Thank you.

HON. DAVID SEARLE: These summaries, I am always very sceptical about them.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. David Searle. Hon. Dave Nickerson.

HON. DAVE NICKERSON: It would certainly seem to me, Mr. Chairman, that the words "a summary of" could be left out, deleted. It to my mind does not necessarily follow from previous discussions where it was agreed by the majority of this committee that doctors' reports were to be considered confidential and that they were not to be made available to the people whom they concerned most. I do not think it would follow from that discussion that the medical reasons for a certain determination could not be made available. There you would not be actually giving a copy of the doctor's report. You would be giving the reasons which would undoubtedly be outlined in the doctor's report but you would not actually be giving the report at all, so I guess my question, Mr. Chairman, to our witnesses: Would they foresee any difficulty if the words "a summary of" were to be deleted and they then would have to provide the reasons, not just a summary of, but the reasons for such decision as they might make?

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Mr. MacLean.

MR. MacLEAN: No, Mr. Chairman, I do not foresee any difficulties.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean.

Motion To Amend Clause 23

HON. DAVE NICKERSON: In those cases because it is not in keeping or does not necessarily follow from our previous discussion that the words "a summary of" should be retained here and the board has given us their advice that it would cause them no difficulty to delete them, I would then move that those words be deleted, that the words "a summary of" be deleted from this clause.

Motion To Amend Clause 23, Carried

THE CHAIRMAN (Mr. Fraser): Clause 23, the third line from the bottom of the clause, to delete "a summary of". The question is being called. All in favour? Opposed? Carried.

---Carried

All right, we will delete "a summary of". Hon. Dave Nickerson.

HON. DAVE NICKERSON: I wonder if it might not be possible for a little seminar on parliamentary procedure to be arranged for those Members of this gathering that undoubtedly need such instruction?

THE CHAIRMAN (Mr. Fraser): I wonder if you want to take the chair.

---Applause

Clause 23 As Amended, Agreed

Clause 23, is it agreed?

---Agreed

Clause 24, review of decision, is it agreed? Hon. Dave Nickerson.

HON. DAVE NICKERSON: This is the clause which deals with the review committee and to a certain extent with the review procedure. I wonder if we could be advised as to how this review committee is set up, who comprises it and how it generally goes about its business?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Under the existing ordinance the review committee is comprised of the original claims officer, who made the original decision on the claim, the senior claims officer who is in charge of the claims division, the secretary of the board and usually our medical officer. The claimant when notified of the claims officer's decision, if he is not satisfied or if the employer is not satisfied, then the appeal is made to the review committee. If in fact the claimant or the employer want to appear before the committee and make further representations they of course may do so. Subsequently the committee meets and a decision is made on the claim after a further review and, at that point in time, perhaps the committee may ask the claimant to have further medical examinations, more particularly by a specialist in the field with respect to an injury that the worker may have suffered.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Hon. Dave Nickerson.

HON. DAVE NICKERSON: Is it normal, Mr. Chairman, that people would be represented by an attorney at hearings of the review committee or is it generally a sort of informal hearing? Also, just one last question, how long does it normally take after a review has been requested until such a review takes place?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: It would be a matter of days. At the present time our review committee sits every Friday and some weeks every Thursday and Friday. So, a worker who made his appeal say on a Wednesday or Thursday would be heard the following Thursday or Friday, unless there were some circumstances where perhaps the worker could not be there who wanted to be there or some other mitigating circumstances.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean.

MR. MacLEAN: Perhaps I did not go far enough. There was another part to Hon. Dave Nickerson's question. The procedure is quite informal, it is not usual for either the worker or employer to be represented by counsel and, in fact at that level of proceedings it is very rare that there is a legal counsel involved.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson.

Claimant From A Remote Location

HON. DAVE NICKERSON: What happens, Mr. Chairman, in the case of a worker from a remote location, would he normally just write to the review committee and explain his case or is it necessary that he appear in person?

MR. MacLEAN: It is not necessary for him to appear in person and on many occasions we will send our senior claims officer out to the location if for one reason or another it is not possible for him to attend and interview the claimant at his home, and this has been done on several occasions.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Mr. Steen.

MR. STEEN: Just to add a little bit more to the questions of Hon. Dave Nickerson, the nit picker, you said you may require that someone go to the place of the accident or the place of the employer to find out more information. Now, is this travel expense going to be passed on to the business where the worker was hurt?

MR. MacLEAN: No, Mr. Chairman, if the claim has been allowed in the first instance then of course the worker is receiving compensation because he is not at work. The costs of our representative going out to interview the worker would be borne by the fund. The only time the employer might in fact be assessed the cost of any sort of an investigation would be where the employer had in effect contravened the provisions of the act. It occurs quite rarely, not very often.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Mr. Lyall.

MR. LYALL: Yes?

THE CHAIRMAN (Mr. Fraser): You requested a while back that you would like the doctor to explain something on clause 22 and I see Dr. Gibson is in the room and would you like to ask him to come to the witness stand and explain that or is it all right?

MR. LYALL: If it is agreeable to this House I would, yes.

THE CHAIRMAN (Mr. Fraser): Is it agreed?

---Agreed

Clause 22, Mr. MacLean. Maybe Mr. Lyall could explain to you what we took out of the ordinance in clause 22 and we could get an explanation.

MR. LYALL: Mr. Chairman, I could not understand why we agreed to delete the words "to the spine" in paragraph 22(2)(e). I could not understand the reason for deleting that word, but it was agreed that it should be taken out.

THE CHAIRMAN (Mr. Fraser): Dr. Gibson.

DR. GIBSON: I think complete paralysis of the legs or arms would normally be from an injury to the lumbar spine or dorsal spine or cervical spine, but if you have deleted that I think that is perfectly acceptable. There may be some situations where it was from a head injury and so I think I would agree with the motion this Assembly has taken.

Clause 25, Agreed

THE CHAIRMAN (Mr. Fraser): Thank you very much, Dr. Gibson. Clause 25, appeal to the board. Is it agreed?

---Agreed

Clause 26, review of compensation. Is it agreed? Hon. Dave Nickerson.

HON. DAVE NICKERSON: A question which probably Mr. Laing could answer better than anyone else, Mr. Chairman, and that is I would like to know how the board knows about commuting the payments into a lump sum payment, what type of financial formula is used?

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: The usual practice is to use a set of tables based on the mortality of workers and the rate of interest at the discretion of the board, to discount the future payments to compute the lump sums.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson.

HON. DAVE NICKERSON: So you are computing a present value for a series of payments that would otherwise have gone on into the future?

MR. LAING: That is correct.

HON. DAVE NICKERSON: What interest rate is used in this computation at the present time?

MR. LAING: I have not seen one calculated since I became associated with the board so I can not answer that. It would be my impression that a rate of interest of three per cent would be used.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson.

HON. DAVE NICKERSON: I notice that in Mr. Laing's report he recommended three per cent interest be used for this computation, and my initial reaction to that was three per cent is an awfully low rate of interest and I would be very interested in hearing Mr. Laing's reasons why he suggests the three per cent rate.

MR. LAING: The way the calculation works out, Mr. Chairman, the use of a low rate of interest increases the amount of the present value. The rate of interest at three per cent is consistent with the rate that is used in the courts for calculating the present value of the loss of income, in a damages case for example, and it takes some account of the possibility that the award might be increased in future, it takes some account of the possibility that the purchasing power of the money might drop in future and in all the representations I have made to courts the rate of interest of three or four per cent has been used in my calculations.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Laing. Are you satisfied, Hon. Dave Nickerson?

HON. DAVE NICKERSON: Yes.

THE CHAIRMAN (Mr. Fraser): If we gave you the chair possibly we might finish this ordinance today.

Clauses 26 And 27, Agreed

Clause 26, is it agreed?

---Agreed

Clause 27, payments to spouse or children. Is it agreed?

---Agreed

Clause 28, compensation payable in certain cases. Mr. Butters, clause 28.

MR. BUTTERS: You may rule me out of order, I do not know, but I am looking at the heading, compensation payable in certain cases. I realize that I have been out of the chamber for part of the discussion, but has there been any examination made of the situation that might occur where a pregnant employee is working on the job and works past a certain period of time or is permitted to work past a certain period in time, at which time there may be damage to the fetus, and if there is damage to the fetus, is there any thought of compensation in cases of advanced pregnancy of the employee?

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. MacLean.

MR. MacLEAN: Well, I would be of the opinion that that would be an accident occurring out of and during the course of employment, that is if it occurred at work.

MR. BUTTERS: As such, are they entitled to be considered for compensation by the board?

MR. MacLEAN: I would say, yes.

THE CHAIRMAN (Mr. Fraser): Thank you.

MR. BUTTERS: But there is nothing in the legislation to so include, and the fact that it is very general, and that the board's prerogatives and powers are quite sweeping, Mr. MacLean, as chairman, would you then consider an application on such grounds within the discretion of the board?

MR. MacLEAN: If the individual was first of all a worker, and secondly the injury occurred during the course of and arising out of her employment, then I would think that that is an accident under the legislation and would be considered by the board.

MR. BUTTERS: Thank you, sir.

THE CHAIRMAN (Mr. Fraser): Thank you. Clause 28. Hon. Dave Nickerson.

Case Of Unborn Children

HON. DAVE NICKERSON: I am concerned with paragraph 28(1)(b), to do with the case of cohabitation for a period of at least one year immediately preceding death. I take exception to the wording where it says they have one or more children and that leaves me in a quandary as to what that means. I would like to know whether children here would include the case of en ventre sa mere.

THE CHAIRMAN (Mr. Fraser): Could we get the last part again?

HON. DAVE NICKERSON: An unborn child, this only goes back for one year, and to my knowledge it takes nine months to have a child and so you would only be covering three months in effect there and it is quite possible that an unborn child could be involved in this and I wondered whether the unborn child would be covered.

THE CHAIRMAN (Mr. Fraser): The second one is nine months because the first one can come any time.

---Laughter

MR. MacLEAN: Thank you, Mr. Chairman. My interpretation of this section, and perhaps the Legal Advisor might have an opinion is that the child would have to be born. It says, "... and they had one or more children." And I do not think that could take place until there was a birth.

THE CHAIRMAN (Mr. Fraser): Clause 28. Hon. Dave Nickerson.

Motion To Amend Clause 28

HON. DAVE NICKERSON: I wonder if the Legal Advisor could advise us whether it would be possible to amend this clause fairly simply to allow for the case of an unborn child?

LEGAL ADVISOR (Ms. Flieger): Yes, such an amendment could be made I think.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson, then would you like to leave clause 28 and come back to it after she has made the necessary changes or do you want to make the changes now?

HON. DAVE NICKERSON: I think it is a fairly simple matter. Perhaps we could just find out whether or not this House agrees to this clause being amended to take into account en ventre sa mere?

Clause 28, Deferred

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson, she is going to work on it. She says she wants to come back. Is that agreeable that we come back to clause 28 with the necessary changes?

---Agreed

Clause 29, payment for child, agreed?

---Agreed

Clause 30, compensation for other dependants, agreed?

HON. DAVID SEARLE: Mr. Chairman, I have no amendment to propose but I just want to ask a question. It says "... but not so as to exceed two and three-quarters per cent ...". That again appears later in paragraph 35(1)(d), that same number two and three-quarters of one per cent. I am sorry, I am wrong. It appears as two and three-quarters per cent in subclause 30(1) and it appears as two and three-quarters of one per cent in paragraph 35(1)(d). I am wondering if one or other of those is in error.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean? Mr. Laing.

MR. LAING: I would have to ask the Legal Advisor if they both in fact mean the same, two and three-quarters per cent. It is two plus three-quarters of one per cent I think which is meant in the second place. Two and three-quarters per cent. They pretty well mean the same.

THE CHAIRMAN (Mr. Fraser): Ms. Legal Advisor.

HON. DAVID SEARLE: Except, Mr. Chairman, when you get to paragraph 35(1)(d) it says two and three-quarters of one per cent.

MR. MacLEAN: The amounts in both cases should be two and three-quarters per cent.

HON. DAVID SEARLE: I see. So when we get to paragraph 35(1)(d) you take out the words "of one per cent"? That is not relevant now then. I will wait until we get to clause 35.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. David Searle. Clause 30, agreed?

---Agreed

Clause 31, only one pension payable, agreed?

---Agreed

Clause 32, worker leaving Canada, agreed?

---Agreed

Clause 33, dependant not a resident of Canada, agreed?

---Agreed

Clause 34, suspension of payment of compensation, agreed?

---Agreed

PART 4, amount of compensation, clause 35, compensation for death. Hon. Dave Nickerson.

Increasing Previous Pensions

HON. DAVE NICKERSON: A general question on PART 4, Mr. Chairman. In Mr. Laing's report he suggested that the Workers' Compensation Board enter into negotiations with the Prudential Insurance Company trying to get their concurrence for increasing previous pensions. I just wonder whether anyone can report whether indeed the Prudential Insurance Company has been contacted and what their reply has been.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Mr. MacLean.

MR. MacLEAN: There have been no negotiations to date with respect to the possibility of Prudential increasing the amounts they are now paying on pensions. We intend to talk to them about this possibility as soon as this ordinance has been dealt with. The board, however, has gone ahead in relation to its powers under the ordinance and has in fact by board order increased the existing pensions from 1953 to 1975 by way of various percentages, depending upon the year in which the pension was awarded in accordance with Mr. Laing's report, and the date of accident. The cheques for the increases in these pensions will be going out before the end of February and will cover from the first of January to date and then be monthly thereafter.

MR. LYALL: Mr. Chairman, could we just have clause 35 distributed because we have not got it in the book?

THE CHAIRMAN (Mr. Fraser): You are unlucky because I have two of them. It is on page 40. I think maybe we will have to get them distributed because there is a piece missing from that. Have you got the new book, Mr. Lyall?

MR. LYALL: Yes, I have. I have it now. I got a page from the Page.

THE CHAIRMAN (Mr. Fraser): Mr. Lafferty.

MR. LAFFERTY: Hon. David Searle.

Motion To Amend Paragraph 35(1)(d)

HON. DAVID SEARLE: My only comment in this clause is that correction in (d) where it says in the second line "...equal to two and three-quarters" and we should strike the words "of one per cent". Is that correct?

MR. MacLEAN: Yes.

Motion Carried

THE CHAIRMAN (Mr. Fraser): Clause 35, PART 4, subsection (d) "to a dependant widow or widower, a monthly payment equal to two and three-quarters ..." and you want to strike out "of one per cent" or just "of one"? Two and three-quarters per cent, should we just strike out "of one"? That is in the second line in (d). Agreed?

---Carried.

Clause 35, PART 4. Hon. Dave Nickerson.

Source Of Funds For Increased Payments

HON. DAVE NICKERSON: Did I understand the witnesses to say, Mr. Chairman, that to take an example, a person who had an accident in 1970 and was receiving a pension of, say \$200 per month which was being paid by the Prudential Insurance Company and then comes along the first of January, 1977, and the board decrees that this pension should now be \$300 a month, so that the person would now be receiving his \$200 a month from the Prudential Insurance Company and a further \$100 a month to make a total of \$300 and this extra \$100 a month would be coming from the Workers' Compensation Board? If this is correct, where does that money come from, that extra \$100 a month? Who is it assessed against, people in the same class of employers as the person originally worked for or from the general fund or how is it arranged?

MR. MacLEAN: Perhaps I will let Mr. Laing answer that question. The money, of course, is coming out of the fund we built up on administrative assessments up to the first of January, 1977. What I have here is a copy of the board order increasing the existing pensions which Assembly Members may like to have. In 1974, did you say? 1970, the increase in existing pension for 1970 would be 37 per cent. At the present time there would be a cheque from Prudential and a cheque from us and our discussions with Prudential are going to involve one cheque probably payable by us with Prudential giving us the funds necessary for their share and at the same time negotiating with them on the possibility of increasing their share. Maybe I have already answered your question.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Hon. Dave Nickerson.

Indexing Compensation Payments

HON. DAVE NICKERSON: That is fine, Mr. Chairman. One other comment on the matter of the amount of compensation. In Mr. Laing's report he made several observations on whether or not compensation, pensions and payments should be indexed to keep automatic track of the rising cost of living. I think one of his suggestions is that this should be given consideration, that the matter be thoroughly discussed with the Legislature. That was one of his recommendations. I just wonder what has happened with regard to indexing compensation payments.

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: In the bill before the Legislature it does not provide for automatic escalation of benefits. There is a clause, I think it is clause 50, which provides for an annual review of pensions and other compensation by the board and they will make recommendations to the Commissioner. With the fund at this stage I think it would be very dangerous to expose it to automatic escalation linked without limit to the consumer price index. I think it is much better to leave the board in the driver's seat, as it were, and let them make the recommendations to this body from time to time.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Laing. Hon. Dave Nickerson.

HON. DAVE NICKERSON: That is fine.

THE CHAIRMAN (Mr. Fraser): Clause 35, compensation for death. Mr. Steen.

MR. STEEN: Mr. Chairman, in paragraph 35(1)(g) on page 41, I am just curious about the four letter word there "gaol", what does that mean?

THE CHAIRMAN (Mr. Fraser): The Legal Advisor says it is the old way of spelling jail.

Clause 35, Agreed

Clause 35, agreed?

---Agreed

Clause 36, remarriage. Agreed?

---Agreed

Clause 37, extended period of compensation for child attending school. Agreed?

---Agreed

Clause 38, award depends on year of death, agreed?

---Agreed

Clause 39, computation of remuneration. Is it agreed?

---Agreed

Clause 40, permanent total disability. Is it agreed? Hon. Dave Nickerson.

HON. DAVE NICKERSON: Should not in paragraph 40(1)(a) the last word be "or" instead of "and" and similarly in paragraph 40(2)(a)?

THE CHAIRMAN (Mr. Fraser): We are on clause 40. Did you agree to clause 40?

HON. DAVE NICKERSON: Perhaps you could request the Legal Advisor's advice. It would appear to me much better English to say "or" instead of "and" in paragraph 40(1)(a).

THE CHAIRMAN (Mr. Fraser): Paragraph 40(1)(a).

LEGAL ADVISOR (Ms. Flieger): I think that "or" is probably preferable.

HON. DAVE NICKERSON: At the same time I think there is a typographical error, the same, exactly the same occurs in paragraph 40(2)(a).

LEGAL ADVISOR (Ms. Flieger): I do not think we can blame that on the typists, the problem must be somewhere else.

THE CHAIRMAN (Mr. Fraser): Clause 40, is it agreed?

---Agreed

Clause 41, permanent partial disability. Is it agreed?

---Agreed

Clause 42, temporary total disability. Is it agreed?

---Agreed

Clause 43, temporary partial disability. Is it agreed?

---Agreed

Clause 44, further disability. Is it agreed?

---Agreed

Clause 45, maximum compensation. We have a paper circulating and the Inuit Members want to know what it is about, it is a year of accident summary and we could not get it interpreted in time but we will get it and circulate it at a later date if that is agreeable to them. Thank you. Clause 45. Is it agreed?

---Agreed

Clause 46, frequency of payments. Is it agreed?

---Agreed

Clause 47, where recipient under 19. Is it agreed? Mr. Butters.

MR. BUTTERS: Maybe this is answered somewhere but it would appear to me that where the employee is under 19 years of age, and who is seriously incapacitated at that age, obviously the earning power and earning ability which one may expect that he would achieve by age 30 could not be reached, could not be attained. What I am wondering is if compensation for a very serious disability would be paid to him, then what he was earning in his formative years as an employee would not reflect his potential earning capacity say, after he had training and became much more valuable as a member of the work force. Do I make myself clear?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: I think what you are saying, Mr. Butters, is, is the award computed on what he was earning at the time he hurt himself or is the award computed on the basis of what he might have been able to earn later on, which, of course, might have been a greater amount of money.

MR. BUTTERS: Yes, it is.

MR. MacLEAN: I think that subclause 47(2) seems to cover that, "Where the worker was at the date of the accident under 19 years of age, the compensation payable to such a worker may, upon his attaining the age of 19 years, be paid on the basis of the remuneration at the time of the accident of workers over the age of 19 years employed in an occupation similar to that in which the worker was employed at the time of the accident." We are governed under that section by the occupation, and what it means is that once he reaches age 19 we can award in excess of what he was actually earning at the time the accident took place in relation to the occupation he was working at.

MR. BUTTERS: That does not quite cover it, not in relation to the employee's occupation in relation to his potential, where that potential can be directly related to the job activity he was performing. Say, he was a trainee for instance working in a mine being paid at a minimal rate and then received a disability which would incapacitate him for the rest of his life, it would appear to me that he would be paid on the basis of what he was doing then or what other individuals alongside him, older than he may be, doing as well. I was thinking that there should be some recognition of loss of his potential earning power.

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: I see Mr. Butters' point. As I understand this section, it brings the award up to the level of earnings of workers over the age of 19 once he has reached that point. He may get a smaller benefit from 18 to 19 and then it would be increased, having in mind the earnings of other workers in the occupation over 19. However, I think Mr. Butters has a point in that it does not meet the earnings that he might have had by the time he got to be age 30. The only provision at the moment that I see which would cover that point is the power of the board to review the awards from time to time to take account of that fact in later years. So, in that case, as a matter of justice or in light of any inflation that has taken place, and the drop in earning power, or drop in purchasing power of his award, it can be increased.

MR. BUTTERS: That is satisfactory, sir. Mr. Laing's answer is satisfactory.

Clause 47, Agreed

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Laing. Clause 47. Is it agreed?

---Agreed

Clause 48, consideration of allowance or benefit from employer to worker. Is it agreed? Hon. Dave Nickerson, clause 48.

Motion To Amend Subclause 48(2)

HON. DAVE NICKERSON: It would appear, Mr. Chairman, in the fourth line from the bottom in subclause 48(2) that the Alberta terminology has been used where it says "social allowance" and to the best of my knowledge we do not use that term in the Northwest Territories and perhaps the Legal Advisor could advise us which wording we should use if we are to be consistent with the terminology in our Social Assistance Ordinance.

Clause 48, Deferred

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. The Legal Advisor says she will check and we can come back to clause 48 if it is agreeable. Is it agreed?

---Agreed

Clause 49, clothing allowance. Is it agreed?

---Agreed

Clause 50, annual review of pensions. Is it agreed?

---Agreed

PART 5, medical and surgical treatment, special surgical or medical treatment. Clause 51. Hon. Dave Nickerson.

HON. DAVE NICKERSON: A question which probably the Legal Advisor could answer, are diagnostic services included under medical aid here? I notice further on it specifies both in a very similar context.

THE CHAIRMAN (Mr. Fraser): That is clause 51 but which section?

HON. DAVE NICKERSON: Subclause 51(1).

THE CHAIRMAN (Mr. Fraser): Subclause 51(1).

LEGAL ADVISOR (Ms. Flieger): Do I understand the question to be a diagnosis would be entered into before a surgical operation?

HON. DAVE NICKERSON: I am just wondering whether the term medical aid would include diagnostic services. Further on in the ordinance it mentions both.

LEGAL ADVISOR (Ms. Flieger): I would say yes, Mr. Chairman, to that. I think the definition of "medical aid" would be wide enough that any medical attention would fall into it.

HON. DAVE NICKERSON: I asked that because under the Territorial Hospital Insurance Services and diagnostic services act a distinction is made between medical aid and diagnostic services.

LEGAL ADVISOR (Ms. Flieger): In this context, the board is empowered to provide surgical operations which would never be entered into before the diagnosis, for example, it would be part of the services provided in relation to that operation I would think, and it also says "other medical aid".

THE CHAIRMAN (Mr. Fraser): You are saying the diagnosis should have been done before the surgical operation.

LEGAL ADVISOR (Ms. Flieger): Dr. Gibson is not here right now but I would certainly hope so.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson.

HON. DAVE NICKERSON: No further comments.

THE CHAIRMAN (Mr. Fraser): Clause 51. Is it agreed?

---Agreed

Clause 52, medical aid. Is it agreed? Hon. Dave Nickerson, clause 52.

Motion To Amend Subclause 52(1)

HON. DAVE NICKERSON: In subclause 52(1) it says here "The board ... may furnish or provide for the injured worker such medical aid as it considers reasonably necessary ..." etc. Surely the whole point behind this is that the board should provide such aid. I do not understand why it is left at the discretion of the board whether or not they provide this aid. Surely the point of the compensation ordinance is that people give up the right to sue their employer in respect of expenses, etc., arising out of an accident. So, surely, at the same time we should make it mandatory that the board should give such medical aid as is required.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: I think the Hon. Dave Nickerson has a point, and as far as I am concerned, the word "shall" instead of "may" would cover it and we are doing it in any event.

THE CHAIRMAN (Mr. Fraser): Clause 52, on the third line, take out "may" and put in "shall", is that right?

MR. MacLEAN: Yes.

Motion To Amend Subclause 52(1), Carried

THE CHAIRMAN (Mr. Fraser): Is that agreed?

---Carried

Thank you, Hon. Dave Nickerson. Clause 52. Mr. Butters.

MR. BUTTERS: We just did clause 51, did we?

THE CHAIRMAN (Mr. Fraser): We are on clause 52, clause 51 was agreed.

MR. BUTTERS: With the amendment. What was amended, was it clause 52?

THE CHAIRMAN (Mr. Fraser): Clause 52 was amended, subclause 52(1) on the third line.

MR. BUTTERS: I was agreeing to Hon. Dave Nickerson's amendment to clause 51.

THE CHAIRMAN (Mr. Fraser): Clause 51 was agreed.

MR. BUTTERS: That it should be "shall" as well.

MR. CHAIRMAN (Mr. Fraser): Do you wish consent of the rest of the committee to go back to clause 51? Clause 52, Hon. Dave Nickerson.

HON. DAVE NICKERSON: I was going to comment on Mr. Butters' suggestion as to whether the word "may" should also be changed in clause 51. I think it should be changed in clause 52 and the House has seen fit to change it, but in clause 51, where it starts talking about surgical operations and the circumstances envisaged in clause 51, it would appear in many of these cases payment for surgical operations here would be paid under THIS or under Medicare, or something of that nature. So, I would not see it absolutely necessary to change it in clause 51.

MR. BUTTERS: Thank you.

Clause 52, Agreed As Amended

THE CHAIRMAN (Mr. Fraser): Clause 52, medical aid, is it agreed?

---Agreed

Page 56, PART 6, silicosis, clause 53, whatever that means. Mr. Butters.

MR. BUTTERS: I just have a stupid question which is related or may not be related. Silicosis reminds me of the word narcosis and narcosis I understand is a condition which is developed by a body when it is deep diving, coming up quickly to the surface and as a result thereof getting nitrogen into the bloodstream or something. Would such a thing be considered, such resulting injury or death be considered by the Workers' Compensation Board where such could be proved to have occurred?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Mr. Chairman, if in fact it was an industrial disease. In this case Mr. Butters mentioned it could be so deemed. Narcosis, if it had an effect on the worker as such not being able to continue in his employment or any sort of permanent injury it could be so judged by the board as an industrial disease.

MR. BUTTERS: Narcosis is called rapture of the deep and an individual loses perspective of reality around him. The condition is generated by the body itself in that the body, the lungs, permits too much nitrogen in the bloodstream.

MR. MacLEAN: I appreciate that, Mr. Butters, but we are getting into the stage now of considering claims with respect to mental disorders brought on by an injury to a worker. He may have lost a leg and be affected mentally or have an effect mentally which would give rise to a claim not only for the leg but also for the mental disorder. I would say that narcosis would be judged by the board, if the fact was that he was a worker and it happened in the course of his employment. I understand we have divers up here, it could be judged as an industrial disease as such.

MR. BUTTERS: Thank you.

THE CHAIRMAN (Mr. Fraser): Clause 54? Hon. Dave Nickerson.

HON. DAVE NICKERSON: I have been signalling you and you have just not been seeing me. I think somehow we will have to change the seating arrangement so that you can see me.

THE CHAIRMAN (Mr. Fraser): We are on clause 53.

HON. DAVE NICKERSON: I am still on clause 52.

THE CHAIRMAN (Mr. Fraser): Clause 52 was agreed to. You were looking at a book when you should have been listening. We will go back if we get the consent of the committee to go back to clause 52, agreed?

---Agreed

Revert To Clause 52

HON. DAVE NICKERSON: The first point on clause 52, Mr. Chairman, is on page 55 in paragraph 52(8)(b) and my concern there is that if these medical facilities are to be operated by the board, would they or would they not be subject to the regulations or the legislation of the Territorial Hospital Insurance Services Ordinance? At Rankin Inlet we changed that ordinance because we wanted public input and public boards concerned with the operation of medical facilities. I wonder whether this would likely constitute an exception to that?

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. Lyaal, do you recall that change?

HON. DAVE NICKERSON: It was not a change. I was looking for information.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: We have not looked at that ordinance to see just what the situation might be and until I take a look at it I do not think I can give an opinion.

MR. BUTTERS: Stand it down.

MR. MacLEAN: Perhaps the Legal Advisor is more aware of what is in that ordinance than I would be.

THE CHAIRMAN (Mr. Fraser): Have you any comment on that?

MR. MacLEAN: The whole thought behind this subsection is that the board should have funds available to do certain things if and when it is necessary or to assist in doing certain things if and when it is necessary.

LEGAL ADVISOR (Ms. Flieger): Mr. Chairman, I think that if the decision were ever taken to allow the board to operate a facility under this section, that it would probably require legislation at any rate to make it very clear what the status of that facility was in relation to the Territorial Hospital Insurance Board.

You will notice, Mr. Chairman, that the section requires the approval of the Commissioner so that no doubt this would all be dealt with in the decision to allow the board to set up a facility.

Medical Facilities Operated By Workers' Compensation Board

MR. BUTTERS: Mr. Chairman, I think the Hon. Dave Nickerson's point is very well made here. I see there is a possibility of a duplication of services and it looks to me like the board is getting into the rehabilitation business. I think the board would be wise, the members of the board would be wise to refer those individuals requiring clinical service in residence in rehabilitation centres to existing institutions and not develop them themselves, which I think this clause or phrase gives them the approval to do, "... construct, equip, maintain and operate clinics or residence facilities for the treatment and rehabilitation of injured workers."

THE CHAIRMAN (Mr. Fraser): Have you something on that, Ms. Flieger? Mr. Butters, the Legal Advisor says she can not do anything about it now.

LEGAL ADVISOR (Ms. Flieger): Mr. Chairman, what I suggested was any action taken under the section would very likely require some additional legislation because I do not imagine that the board would be able to operate a facility, a clinic to treat injured people without more legislation than is contained in that section. It would have to be very clear what exactly the status of the facility was.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson.

HON. DAVE NICKERSON: It would appear to me, Mr. Chairman, were the board to set up, construct and operate the facilities, what would be required would be an amendment to the THIS Ordinance to say that, "This ordinance applies not only to hospitals owned by the Government of the Northwest Territories but also to medical facilities owned by the Workers' Compensation Board." I do not think it is something we should probably get into too detailed a discussion here but when the THIS Ordinance comes up for its monthly renewal, maybe we could look at it again there.

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. Butters.

MR. BUTTERS: Sir, what disturbs me is that to my recollection the bulk of the ordinance and clauses we have been considering envisage the board and the support people working for that board as a quasi-judicial body which makes decisions and makes recommendations. It does not get involved in the business of providing a service and yet here is what is being suggested it could do. I would be just as happy to see that deleted entirely. If the board felt that at some time they were not getting satisfactory treatment for the people who come before them through contracting with doctors, nurses or existing institutions for medical aid or rehabilitative services, fine, then maybe they would have to set up their own facilities but not until they find that the people requiring treatment are not getting adequate treatment.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Butters. Mr. MacLean.

MR. MacLEAN: The main reason I believe for that clause to be in there is that as the years go along the board hopefully will have funds available to invest in something of this nature if it is needed. I agree with Mr. Butters that at the present time there is no thought of the board doing any of these things. If the Assembly were to delete it, it would have no immediate effect upon our operations and perhaps in the future we could come back with something of a more specific nature.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Mr. Butters, do you want to make a motion to that effect?

Motion To Delete Paragraph 52(8)(b)

MR. BUTTERS: I think I will make a motion to delete it. The reason being that we are attempting I think in the territories to get services as close to the communities and the people as possible and a duplication of such services as this envisages I think weakens and diminishes our chances to obtain such qualified and skilled people on the ground so I would move that it be deleted and maybe if the need is required the board can bring it to the attention of a future Legislative Assembly.

THE CHAIRMAN (Mr. Fraser): What section are you talking about now, paragraph 52(8)(b)? That is to be deleted?

MR. BUTTERS: To be deleted, yes, sir.

THE CHAIRMAN (Mr. Fraser): Paragraph 52(8)(b): "with the approval of the Commissioner, construct, equip, maintain and operate clinics or residence facilities for the treatment and rehabilitation of injured workers." To the motion. Hon. Dave Nickerson.

HON. DAVE NICKERSON: Mr. Chairman, although I do not feel that strongly on this, I would be inclined to agree with Mr. Butters in that I do not like to see all kinds of possibly unnecessary powers being given under an ordinance unless proof can be given that they are necessary. It might be that this will become necessary in the future and I think it is right that at that time the matter should be given consideration by the Legislative Assembly, so I would be inclined to support Mr. Butters' motion.

Motion To Delete Paragraph 52(8)(b), Carried

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. To the motion. The question has been called. All in favour? Seven. The motion is carried.

---Carried

LEGAL ADVISOR (Ms. Fliieger): Is it the wish of the committee that the words "for the treatment and rehabilitation of injured workers" found at the end of paragraph (b) be moved up to the end of what shows as paragraph (a)?

---Agreed

HON. DAVE NICKERSON: I wonder when you call a vote could you find out how many people vote for the motion and how many people vote against the motion.

THE CHAIRMAN (Mr. Fraser): They all voted for it.

HON. DAVE NICKERSON: That was not my observation. These are fairly important matters and in future if you could maybe determine, or call both sides, both for and against the vote.

THE CHAIRMAN (Mr. Fraser): I will think it over. We are on clause 52 and have deleted paragraph 52(8)(b). Hon. Dave Nickerson.

HON. DAVE NICKERSON: I wonder, Mr. Chairman, on the top line of page 56 whether we could be advised what is the difference between the words "conveyance" and "transportation"?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: To my mind, as far as any injured worker is concerned there is no difference. If you are conveyed or transported, I think it probably means the same thing.

HON. DAVE NICKERSON: What I am worried about with subclause 52(9) apart from that it might be an unnecessary duplication but I am not really that concerned with it, but it says here "Every employer shall, at his own expense, furnish to any worker injured in his employment who is in need of it, immediate conveyance and transportation." If he fails to do this, if he fails to provide this immediate conveyance and transportation he is liable to suffer greatly for it at the hands of the board. In a lot of cases in the Northwest Territories it just is not possible to provide immediate conveyance and transportation, and when workers, very often, enter into agreements of employment with their employers they know full well that they will be going to a remote location 500 miles out of town. If it is just a case of one employer and one employee going there they probably would not even have a radio and they know full well that there will be no plane coming for three weeks, and that is one of the chances they take. So, I am afraid I can not subscribe to the clause as it stands at present, it is not designed for the Northwest Territories.

Motion To Amend Clause 52

So, I would move that the words "if possible" be added after the word "transportation" or wording to that effect if that is not good enough.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Well, if you put in the words "if possible" then, what is possible and what is not possible? We get into that realm of discussion if a worker is injured and the employer does not want to do anything for him in relation to getting him to a doctor, or to a hospital, or to his home, it is very easy for the employer to say "it is not possible". It may not be possible for a number of reasons, and the employer might decide that as far as he is concerned it is not possible. The whole idea behind this subsection is that if a worker is hurt he should be immediately taken for treatment as it is available, and the word "immediate" to the board, if you are fogged in and no aircraft can get in, then of course it is not possible to take him away to a hospital, but there might be a doctor or nursing station there or another facility for medical aid. The whole idea is to get the worker to medical aid for treatment, as quickly as possible. Perhaps there is some other wording that might be better, as I do not really like those words "if possible".

HON. DAVE NICKERSON: I do not worry what the words are but previous to my taking up employment with the government I was involved in the prospecting business and very often I would find myself in an extremely remote location maybe with one employee and there was the worry if something happened you could not get anywhere. You were stuck there until the plane turned up in three weeks time, and for somebody in those circumstances it would obviously be grossly unfair to assess all these various penalties against him for not taking his employee to hospital immediately because he was just not able to do that. So, if the Legal Advisor could come up with suitable wording to take into account those circumstances I would be most pleased if that could be done.

THE CHAIRMAN (Mr. Fraser): Ms. Legal Advisor.

LEGAL ADVISOR (Ms. Fliieger): Yes.

THE CHAIRMAN (Mr. Fraser): Do you wish to say something?

LEGAL ADVISOR (Ms. Fliieger): The intent is to amend the opening words of subclause 52(9), am I right on that? Is that the intent rather than the words relating to the liability to pay the costs for the transportation?

THE CHAIRMAN (Mr. Fraser): Is that right?

LEGAL ADVISOR (Ms. Flieger): Because there is no mention of any penalty for failure to immediately convey. The penalty is in relation to failing to pay.

HON. DAVE NICKERSON: That is correct but there are other penalty clauses within the ordinance to say what the penalty shall be and the exact penalty for not carrying out a particular clause is not specified.

THE CHAIRMAN (Mr. Fraser): This one is quite clear I think, they are not asking for a penalty, they were just asking to pay for transportation. Ms. Legal Advisor.

LEGAL ADVISOR (Ms. Flieger): I wonder if the motion is that perhaps a subclause be inserted between subclause (9) and subclause (10) which would exonerate the employer who, because of remote location was unable to immediately transport the injured worker.

HON. DAVE NICKERSON: That would be satisfactory, Mr. Chairman.

THE CHAIRMAN (Mr. Fraser): Could we have the Legal Advisor work on the wording of that and come back to clause 52? Mr. Butters.

MR. BUTTERS: I agree with the Hon. Dave Nickerson but I just wonder, the way it is presently worded subclause 52(9) would require that a person have an aircraft right on site in the event that an accident did occur so that immediately conveyance could be guaranteed, but does this not mean that the employer shall, on becoming aware of an accident to an employee, or the fact that an employee is injured then immediately provide conveyance and transportation. Obviously the awareness of the need is what is critical here. As soon as he knows -- since there is a chance he will not be at the site but as soon as it is communicated to him that this need is apparent, he then moves immediately, weather permitting, to ensure that medical aid is taken to that person and the person brought to hospital if he so requires.

THE CHAIRMAN (Mr. Fraser): What do you say, Ms. Legal Advisor?

LEGAL ADVISOR (Ms. Flieger): I think that that thought is implicit in the section at any rate. It is impossible to react to something that you are not aware of.

MR. BUTTERS: If that is implicit in the section then the section, as it is, is satisfactory.

Clause 52, Deferred

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Butters. Clause 52, with the amendment to come in after it has been drafted, is it agreed?

---Agreed

For the second time we move to PART 6, silicosis, clause 53. Hon. Dave Nickerson.

HON. DAVE NICKERSON: I wonder if the witnesses could provide us with some information as to whether or not at the present time they enter into any agreements regarding silicosis with the Government of Canada or any other province regarding the sharing of claims. What would be the main points of these agreements, have we one now and if not, do we expect to enter into one in the near future?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MACLEAN: To the best of my knowledge at the present time there are no agreements in effect and I do not believe that we have the authority under the existing ordinance to enter into those agreements. If you might just wait for a minute perhaps I can get that information.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean.

Agreements On Silicosis

MR. MACLEAN: It seems I am entirely wrong. It seems we have agreements with every province except Quebec but I have not seen one yet and that is why I was not aware of it, the basis of the agreement is that compensation will be paid by that jurisdiction, the last jurisdiction in which the employee worked. My understanding of "silicosis" means -- to have silicosis does not mean you can not continue employment. Apparently there are certain degrees of silicosis. So, a worker may be employed in the Northwest Territories and they contract silicosis here to begin with but, as you know, mine workers tend to move around and might move from here and be in British Columbia and still not affected as far as a claim for compensation is concerned. He may work in British Columbia and then move to Alberta and maybe in Alberta when the condition becomes a factor with respect to his working ability he then claims for compensation. Ordinarily if you could establish that the claim did arise here then we would be liable, but by virtue of these agreements we have in existence, wherever he is working at the time that the claim is made, is the jurisdiction that is involved in respect to payment.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. The Legal Advisor tells me that on page 57, the second line from the bottom "any province" should be changed to "any province or territory" and is that agreed?

---Agreed

Hon. Dave Nickerson.

HON. DAVE NICKERSON: I wonder if the witnesses would tell us do other provinces have legislation similar to PART 6, dealing with other forms of pneumoconiosis rather than silicosis?

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: As far as I know the other provinces have no list of industrial diseases that we could recognize in this ordinance, and in the various ordinances. The industrial diseases as such are not listed. They are treated on the merits of the case and there is no exclusion of any disease, or limitation of industrial diseases to a particular list.

HON. DAVE NICKERSON: That was not really the question. As far as I can see the intent of PART 6 is basically to allow us to enter into agreements with respect to compensation payable for silicosis with other provinces and

territories. In this proposed ordinance we cover all industrial diseases, whatever they happen to be but silicosis is the only one with which we have authority to enter into agreements with other provinces as far as I can see, and I just wondered whether in other provinces they have now adopted the position that these same treatments given to silicosis could be extended to other forms of pneumoconiosis such as asbestosis?

MR. MacLEAN: Mr. Chairman, as the Hon. Dave Nickerson probably knows better than I do there are continuing studies going on in the various jurisdictions with respect to chest diseases and as more is learned about cause, effect and relation to work, and working conditions, there could quite possibly be agreements of this nature as time goes on, but to the best of my knowledge there are no other agreements similar to this sort of arrangement on silicosis between other jurisdictions.

Clause 53, Agreed

THE CHAIRMAN (Mr. Fraser): Clause 53, is it agreed?

---Agreed

Clause 54, medical examination for silicosis, agreed?

---Agreed

PART 7, the accident fund, formation of accident fund, clause 55, agreed?

---Agreed

Clause 56, separate experience accounts for each employer, agreed?

---Agreed

Clause 57, investment of board funds, agreed?

---Agreed

Clause 58, audit, agreed?

---Agreed

MR. BUTTERS: It says the accounts of the board shall be audited by the territorial auditor. Do such organizations also meet the scrutiny of the Auditor General when he makes his annual examination of the territorial government's accounts?

MR. MacLEAN: Yes, they do. As a matter of fact this point was discussed by myself and the Legal Advisor and there was some thought that we should have in there "the accounts of the board shall be audited by the Auditor General" but after discussing it we came to the conclusion that the territorial auditor was the right person to put in this section because in fact the Auditor General has powers under other legislation, the Northwest Territories Act, I think to audit all accounts of the territorial government which would include the board.

MR. BUTTERS: I am just trying to determine and I think I have that determination that the Auditor General will make some examination annually of the accounts of the board.

MR. MacLEAN: That is my understanding. I know your Legal Advisor looked at it also and she may have an opinion.

THE CHAIRMAN (Mr. Fraser): Ms. Legal Advisor, have you checked into it?

LEGAL ADVISOR (Ms. Flieger): It is my understanding these accounts will be audited by the Auditor General.

MR. BUTTERS: Thank you, Mr. Chairman.

Clause 58, Agreed

THE CHAIRMAN (Mr. Fraser): Clause 58, agreed?

---Agreed

PART 8, assessments, clause 59, classes and subclasses. Hon. Dave Nickerson.

HON. DAVE NICKERSON: The first thing that I noted in reading through PART 8 is that there appears to be no provision for appeal against assessments. I wonder if I am correct in that.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: I take it you mean a formal manner of appeal. Not in this section, no, but the fact of the matter is that we do have appeals. An industry, says, "That really is too high. Why is it set at that amount?" And then of course we have pretty well the same sort of set-up as we have with the claims officers. The assessment officer who made the ruling, if that is not satisfactory, the employer would contact us and then we would sit down with the senior assessment officer and, if needed, the board, using the secretary of the board to review it. Then that committee would report back to the board to indicate that the employer had appealed and that they had reviewed it and this was the rate they thought was satisfactory. If there is any further dispute or discussion on the matter, the board is prepared to hear the employer in relation to the rates charged to this class or subclass.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Hon. David Searle.

HON. DAVID SEARLE: Mr. Chairman, I guess this is another one of those areas where we are really subdelegating or, rather, delegating to another body the authority to tax because that is really what this is. It is a payroll tax which supports the fund. I do not like it and am entirely opposed to the holus-bolus delegation by this House to avoid levying any rate that they wish. I would be happier, as we have done with the years maximum assessable remuneration to prescribe it in the ordinance or in a schedule thereto if that were at all possible. I suspect that it is probably not possible but I would like to hear our advisers on the point as to whether or not it would be possible to come up with or prescribe at least the terms and leave to the board some discretion. I just hate to leave it all up to the board.

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

Formal Provision To Appeal

MR. LAING: It seems to me that is a slightly different point from the right of appeal. I do not think it would be practical or possible to put the rates in the ordinance or to schedule them because they are dependent on the accident experienced, the exposure to risk of accident and many other things and the board has to have power to assess it in relation to the risks and hazards to which they are exposed. I think it is a very different point to say there should be some formal provision for appeal than the rates to be assessed. The rates are published by the board and there is reference to publishing them in the territorial Gazette so they are out in the open. They are not secret or anything like that but in my view personally it would not be the place to put them in the ordinance. I know of no other board that has attempted to do that.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Laing. Hon. David Searle.

HON. DAVID SEARLE: Just continuing then if you are going to leave the rates to the board, what right of further recourse does an employer have who is assessed a rate which he thinks is entirely unreasonable? Is there in this legislation an appeal provision or do you just come back to the board? That is no appeal. It is one thing if you are asking the board for a review of a disability because there has been further and other medical evidence. That is the proper thing for the board to do, to have a review, but in a matter like this as to rates, if the board sets them, it would not be appropriate to appeal back to that board.

MR. MacLEAN: We always have to be concerned about keeping in mind the actuarial base of the fund and the basic actuarial principles upon which the fund is run. This enters into the setting of rates. As Mr. Laing pointed out to the committee, matters can change very rapidly and very drastically in relation to certain classes, depending upon accidents and many variable factors. At the present time in the ordinance there is no definitive procedure with respect to appeal on rates. I set out what our directive of the board is in relation to the employees in the assessment section on rates and that is the procedure followed. I do not know if the Hon. David Searle is suggesting that there should be an appeal to someone outside of the board.

Appeal In Other Jurisdictions

HON. DAVID SEARLE: Mr. Chairman, I guess my question would be whether there is in any other jurisdiction to the knowledge of our advisers to appeal with respect to assessment. You know, it is such a technical area. It is really an actuarial sort of decision. I assume the rates are set on the advice from the actuary so to put in an appeal to the courts, unless they had independent actuarial advice, would not be in a much better position, so I am wondering what is done in other jurisdictions. Is there an appeal to anyone?

MR. LAING: Mr. Chairman, I do not know of any other jurisdiction in Canada that has an appeal outside of the board on the question of rates. However, what I do know is that if the board misuses its powers to tax there will be a public outcry as we have seen in a certain other province and there will soon have to be changes made. I do not think it would be practical to put a provision for appeal outside of the board on such a technical and variable matter as this.

THE CHAIRMAN (Mr. Fraser): Hon. David Searle.

HON. DAVID SEARLE: Yes, but surely you can not say that there is an appeal if it is just back to the board. That is not an appeal.

MR. MacLEAN: Call it what you will, but that is the procedure we have at the present time. If the committee has any suggestions on improving that, we would only be too happy to look at it.

HON. DAVID SEARLE: As I say, I think there is a distinction between a review by the board of its previous decision and I think that is proper in the case of a disability. That is a proper thing, but if a board were to set your rate, then surely you do not have an appeal from it back to it because there would not be any new evidence that would cause them to change their mind. They are either right or they are wrong and in that case if you are going to have an appeal it seems to me it has to be to someone else.

MR. MacLEAN: I guess the proper word is "review". As long as we understand that this question of rate setting is common throughout Canada in relation to other administrative boards too. For instance, trucking rates within a province is the same kind of procedure.

THE CHAIRMAN (Mr. Fraser): We will recognize the clock now. I think we are having trouble with the interpreters' mikes. It is lunch time and we will recess until 2:30 o'clock p.m.

MR. BUTTERS: I have an announcement, Mr. Chairman, to remind Members that the elections committee; Hon. David Searle, Hon. Peter Ernerk, Mr. Evaluarjuk, Mr. Steen and myself, that there is a meeting immediately following the recess in room 303. I think Hon. Arnold McCallum is motioning to me. All Members will remember that there is a caucus meeting at 2:00 o'clock p.m. in room 303 also this afternoon.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. Butters.

---LUNCHEON ADJOURNMENT

THE CHAIRMAN (Mr. Fraser): The Chair recognizes a quorum and calls the committee back to order. I wish at this time to report progress, is it agreed?

---Agreed

MR. SPEAKER: The House will come to order. Mr. Fraser.

Report of the Committee of the Whole of Bill 11-61, Workers' Compensation Ordinance

MR. FRASER: Mr. Speaker, your committee has been studying Bill 11-61, An Ordinance Respecting Compensation to be Paid as a Result of Injuries or Death Caused to Workers in the Course of Their Employment, and wishes to report progress.

MR. SPEAKER: Thank you, Mr. Fraser. Mr. Butters.

MR. BUTTERS: May I request unanimous consent to return to Item 6?

MR. SPEAKER: Unanimous consent requested to return to Item 6, reports of standing and special committees. Is it agreed?

---Agreed

Proceed.

ITEM NO. 6: REPORTS OF STANDING AND SPECIAL COMMITTEES

MR. BUTTERS: I wish to make a brief oral report on the results of the meeting of the elections committee held this afternoon. I will table the report later in this session but the main recommendation from my committee approved by all Members was that we seek to have the Northwest Territories Act amended to contain a provision or clause worded as follows: "The Commissioner in Council may make an ordinance to increase or decrease the number of Members of the Council but the number of Members shall not be fewer than 15 or greater than 25."

MR. SPEAKER: That, Mr. Butters, would be a recommendation that your committee has put in for consideration by the Assembly for recommendation as to amendment of the Northwest Territories Act I take it?

MR. BUTTERS: Yes, sir, the written report will contain or clarify this recommendation.

MR. SPEAKER: Yes. Returning to Item 11, consideration in committee of the whole of bills and other matters.

REVERT TO ITEM NO. 11: CONSIDERATION IN COMMITTEE OF THE WHOLE OF BILLS AND OTHER MATTERS

Tabled Document 9-61, Report to the Council of the Northwest Territories on the Establishment of an Advisory Committee on the Political Development of the Northwest Territories. This House will resolve into committee of the whole for consideration of Tabled Document 9-61, with Mr. Stewart in the chair.

---Legislative Assembly resolved into Committee of the Whole for consideration of Tabled Document 9-61, Report to the Council of the Northwest Territories on the Establishment of an Advisory Committee on the Political Development of the Northwest Territories, with Mr. Stewart in the chair.

PROCEEDINGS IN COMMITTEE OF THE WHOLE TO CONSIDER TABLED DOCUMENT 9-61, REPORT TO THE COUNCIL OF THE NORTHWEST TERRITORIES ON THE ESTABLISHMENT OF AN ADVISORY COMMITTEE ON THE POLITICAL DEVELOPMENT OF THE NORTHWEST TERRITORIES

THE CHAIRMAN (Mr. Stewart): The committee will come to order to study Tabled Document 9-61, Report to the Council of the Northwest Territories on the

Establishment of an Advisory Committee on the Political Development of the Northwest Territories. You will find this document in your big black book. Tabled Document 9-61. Mr. Butters, as chairman of this committee that submitted this report do you wish to start with general comments?

MR. BUTTERS: I would wish to make a few brief opening remarks and then possibly, with the indulgence of the committee would call on my colleague Hon. David Searle to assist in putting forward any points that I have missed as Hon. David Searle has been very helpful in this area.

The committee as Members will recall was struck at Rankin Inlet on October 25, and on that motion Members asked that this Legislature undertake a review of the future social, economic and political development of the Northwest Territories, and it further requested that a committee be struck to act as a steering committee to move us toward that objective and also to determine the available funding. The work of the committee is contained in the document which I tabled on behalf of the committee last Friday, and as you have said, sir, every Member has had it in their books and I think every Member is very, very familiar with the material it contains, and the recommendations it contains. I would just leave that as being as much as I wish to say at the moment and possibly I could ask Hon. David Searle if he would like to provide any other background because of the work he has been doing in this area too.

THE CHAIRMAN (Mr. Stewart): Hon. David Searle.

HON. DAVID SEARLE: Mr. Chairman, I think it is important to deal with each of the recommendations in a summary way, then possibly to have some discussion on them and then follow the whole discussion up with a motion accepting the report on behalf of the House.

Carrothers Commission Recommendation

As we know, there are two companion bills, Bills 9-61 and 10-61 which are appended to the report, and the one bill, the general bill, Bill 9-61, An Ordinance Respecting Public Inquiries has already been given committee of the whole study and is ready for third reading. I think it is important to stress, Mr. Chairman, that we have to go back to the Carrothers Commission report which, among other things, recommended that a review be undertaken within ten years. That ten year period has just passed and what this committee report proposes therefore is a natural step following up on Carrothers. It is important as well to realize that in the committee's opinion, it was essential for this House to take this step itself. The committee feels that it is important at this time that this Legislature show the necessary leadership and direction in this territory. We could have recommended that we once again ask the Minister to establish an inquiry, we could have recommended a royal commission, we could have recommended a parliamentary commission or study by a parliamentary committee, we could have asked for a senate investigation, and all of these things would have required us to ask someone else, once again, to do something for us.

What the committee is recommending is that we show the leadership, and that we establish pursuant to our legislation an inquiry into the future political development of this territory, bearing in mind the social -- it is not really political but economic -- bearing in mind the social and economic implications. We have been very careful in the bill which is a very brief bill, and I draw the committee's attention to Bill 10-61, subclause 2(2) which would require this advisory committee to submit a report to the Speaker on or before the first of September, 1978. In other words it is not an open-ended thing that could go on and on forever. The report would then be used, submitted to this House, and if accepted by this House then it would represent the position that this House feels should be presented on behalf of all of the people of the Northwest Territories to the federal government for implementation with respect to future constitutional development. It envisages, of course, wide consultation by this advisory committee and hence, visits to each of the 65 settlements.

Involvement Of Members

Its composition takes a new and interesting turn, it contemplates the appointment, as chairman, of an outstanding Canadian who would sit on a rotational basis from time to time with Members of this House. For example, if the sittings of the committee were held say in Inuvik, there would be the chairman of course as one member, the Member from that area, Mr. Butters as that member and there would be a third member, a Member of this House who would not have likely anything to do with the area and probably would be badly in need of learning the local situation there, so possibly, if I could use as an example, and since he is not here I will not offend him, but maybe Mr. Pearson might be the other Member when the committee sits in Inuvik. Similarly, when it sits in Frobisher Bay you would have your chairman, Mr. Pearson in that case, and maybe someone like myself, although I am sure he is equally convinced how badly I am in need of knowing what the Eastern Arctic is all about.

This has the advantage of having the involvement of all the Members of this House with their local knowledge of their constituency, it has the advantage of this House hearing directly from the people, it has the advantage of a strong credible nationally recognized chairman who would presumably in consultation with the persons who sat with him write the report, subject to editing by Members who assisted him.

The Timing Is Critical

The timing is critical. The timing is shaped to coincide with the life yet left in this House, a life of approximately 25 months. It contemplates the beginning by May, I will just turn to that section if I might, the chairman will be appointed by May 1977, the study would start in June 1977 and the hearings I have outlined would take place from then until September 1978, if necessary. The report as well is to have been written by then so presumably the hearings would have to conclude probably about June. You might have as much as a year of hearings, and then the writing of the report and its presentation to a special session likely of this House called for September 1978, and then this House debating it, fine tuning it and hopefully presenting it to a special meeting of the federal cabinet, possibly, or certainly the federal government and even possibly the provinces of Canada by October, 1978.

We foresee this as getting to the current government while that is still in office, although that is not probably essential. The next thing of course is the budget. We foresee requiring \$1,666,000, one million dollars out of this year and \$666,000 out of next years budget. We do not plan to recommend asking the Treasury Board for any additional money, we plan to squeeze the grapefruit so to speak, the grapefruit being our existing budget, and next years budget and give the money that way. I think, Mr. Chairman, I should draw Member's attention to the administrative framework proposed, and the subjects we foresee being discussed. We would see there being a chairman and two members, but with the two members rotating. We foresee a director, an executive assistant, a legal advisor, and an executive secretary. In terms of staff we see money for travel, transportation, etc. I will not go into the budget in detail, it is there, it was approved by the committee and I think with those few, if you will pardon me for saying so, few words, I would like to suggest, Mr. Chairman, we turn to page 2, item 4 where one or two changes which we suggested as a committee were not unfortunately reflected in the final report.

Changing The Word "Political" To "Constitutional"

In item 4 it says: "The study should emphasize political development but take cognizance of the economic and social factors that influence this development. The fundamental question to be answered can be framed as follows ..." and here is where I think we should, if I might suggest a couple of changes, not in meaning but in emphasis. "What is the position of the future ..." and I suggest instead of "political" we use the word "constitutional" and then going on, "... development, bearing in mind the economic and social implications ...", rather than "ramifications ...", and I think the rest might just stay the same, emphasizing and underlining the word "all." With those very much expanded "few" words, I think, Mr. Chairman, I have summarized the committee's recommendations. If I neglected anything, then possibly the other committee Members would feel free to cover what I have missed.

THE CHAIRMAN (Mr. Stewart): Thank you, Hon. David Searle. The Chair would like this opportunity of recognizing in the gallery His Worship Mayor Paul Kaeser of Fort Smith, former Member of this Assembly. Any further comments of a general nature on the paper. Hon. Dave Nickerson.

Taking The Initiative

HON. DAVE NICKERSON: First of all, Mr. Chairman, I would like to compliment Mr. Butters, the chairman of this committee and the Members who have devoted so much time and energy to this and come up with what in my opinion is an excellent and first rate document. This report, if it is adopted by the House, allows us to take the initiative. For too long this body has just studied other people's recommendations and said "No" or "Yes" as the case may be, but we have never on our own seized that initiative and done what we thought was right on behalf of all the people of the Northwest Territories.

MR. BUTTERS: Hear, hear!

HON. DAVE NICKERSON: I think it is time for a change and the changes are implicit in the report of this committee. I stress that our responsibility is to all of the people of the Northwest Territories. I think that over the last two or three years the Members of this House have come to realize that, that when they are here they do not just speak on behalf of their own constituency. They do not just speak on behalf of the people of the same ethnic origin as themselves, but they have a responsibility to all of the people of the Northwest Territories. Although we still argue amongst ourselves which, of course, is what a Legislature is for, this House in my opinion has now reached that state of maturity where people can accept that.

I think the time is ripe for a detailed close look at the various serious constitutional issues that involve the Northwest Territories. I have made just a brief list of what some of these are and I would like to recite some of those items now. The first is division. Should the territories remain one political unit or should it be divided and, if so, in which manner should it be divided? Some people have gone so far as to suggest annexation of parts of the territories with some of the provinces. This is a serious question which affects not only ourselves in the territories but also the provinces and Canadians in general.

At various times the question of the franchise has been brought up in this House. We have never really satisfactorily resolved these issues and that is something that will have to be given very careful consideration.

Ethnic Minorities Or Majorities

Another important point to be studied by the constitutional advisory committee is the question of whether ethnic minorities or majorities, for that matter, should receive direct or indirect representation in any legislative body. We have to

decide in the territories whether or not we want to follow the normal provincial model in constitutional development or whether people in the territories might see the need for something different. It might be that out of the hearings to be held people will suggest something which is peculiar to the Northwest Territories which would do us better here than the constitutional system adopted elsewhere in Canada. That is a possibility. Whatever we do decide on or whatever the committees's recommendations are, what they foresee as being the utopian constitutional set-up for the Northwest Territories, we still have to decide on the best method of getting to that point from where we are at the present time, what the stages will be and what the timing will be.

In conclusion, Mr. Chairman, I would again like to thank Mr. Butters for the excellent work of his committee and their staff and I give this report my full concurrence.

THE CHAIRMAN (Mr. Stewart): Thank you, Hon. Dave Nickerson. Hon. Arnold McCallum.

HON. ARNOLD McCALLUM: Mr. Chairman, I again would like to echo Hon. Dave Nickerson's comments about the work that was done by Mr. Butters and his committee on this particular proposal. I am very much impressed with the recommendations that come forward. These recommendations, sir, are the kinds of things that this body has been attempting to achieve for some time.

The one point that I would like to make in this deals with the first recommendation which states that any study into the future political or constitutional development of the Northwest Territories should be done for this Legislative Assembly, not for or by the federal government, not for or by the Department of Indian and Northern Affairs.

MR. BUTTERS: Hear, hear!

---Applause

The Importance Of Our Constitutional Problems

HON. ARNOLD McCALLUM: This is the role that we must look forward to, the role that we must play. We have to present what we feel we should have. We have to become part of that constitutional development. The constitutional problems that are prevalent in Canada as a whole today present quite a crisis for the federal government. Ours, though we lack the population that other provinces may have, are none the less just as important.

The thing that concerns me would be that we are going to be able to make ourselves heard. We know full well that our position is not the position that will be taken or is taken now by other people. Regardless of that, we still must insist that we as a Legislative Assembly have a responsibility to the people we represent to make sure that we have a say in any kind of constitutional development, political development for the entire Northwest Territories.

There are forces, of course, that would deny this to us. We have the proliferation of many different groups of people within and without the territories that would not want us to move in this direction but we are a truly representative body for the entire Northwest Territories. What this paper and the motions that are supplementary to it say or what it says recognize that we are the representative group and we have a right to be the responsible group just as other particular jurisdictions in Canada are responsible.

MR. BUTTERS: Hear, hear!

HON. ARNOLD McCALLUM: The only way we are going to do that, I suggest to you Mr. Chairman and other Members of the Assembly, is for us to have this kind of research, this kind of inquiry, commission, call it what you want, so that we can have the views of everybody in the Northwest Territories and that we make the blueprint for our own constitutional development.

I would most heartily recommend to every Member here that we get behind this kind of approach and that we become united in the search that we are going to embark on to reach the goal of responsible government.

---Applause

THE CHAIRMAN (Mr. Stewart): Thank you, Hon. Arnold McCallum. To the paper, remarks of a general nature. Mr. Steen.

The Need For Another Inquiry

MR. STEEN: Mr. Chairman, I would just like to echo everything that was said pertaining to this paper. I am very pleased to see that many of the Members are thinking in this direction. I can recall that this very same idea was presented by myself to the minister of Indian Affairs, the then minister of Indian Affairs, the Hon. Judd Buchanan, last summer when I was replying to the opinions on the Nunavut land claims. This is from that letter. Although I did not envision just exactly how we would go, I felt really that something should be done to have unity in the Northwest Territories where we would not get involved with one ethnic group against another.

I really felt that another inquiry into the political development in the Northwest Territories should be launched similar to that of the Carrothers Commission. In saying this I would like to congratulate the committee that put this paper together on the very good work, the great amount of time and their job in putting it together. I sincerely would like to add my support to this paper.

THE CHAIRMAN (Mr. Stewart): Thank you, Mr. Steen. Any remarks of a general nature? Gentlemen, it is not usual with the matter of a paper to go through it page by page, section by section. We usually reserve that for bills. However, because of the importance of this paper is it the wish of the House that we proceed in this manner?

---Agreed

HON. DAVID SEARLE: Possibly go through the summary in that manner. Mr. Chairman, it is page one where it is marked "Summary" and then there are recommendations and that goes on for four pages and I think that is where you might want to stop because the rest of it is the history and other background which makes up the ten recommendations.

---Agreed

THE CHAIRMAN (Mr. Stewart): Is that agreed?

---Agreed

Summary, Agreed

I direct your attention to page one, under summary, are there any comments? Is it agreed?

---Agreed

Recommendations Of Committee

Recommendations of committee, these are broken down basically into ten sections and go from page one to page three. Do you wish to take each one individually?

MR. BUTTERS: I suggest we take each one individually and you read each recommendation into the record prior to discussion.

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Is it agreed?

---Agreed

"1. Any study into the future political development of the Northwest Territories should not be done directly by the Legislative Assembly but for that Assembly and not for the Department of Indian and Northern Affairs, nor for the federal cabinet." Is that agreed?

---Agreed

"2. The study should produce a report which is to be a blueprint for future political evolution." Hon. David Searle.

Motion To Change The Word "Political" To "Constitutional", Carried

HON. DAVID SEARLE: Again just to reflect a slightly different emphasis, instead of "political evolution" could we say "constitutional evolution"?

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Is that agreed?

---Carried

So the word "political" will be changed to "constitutional".

"3. The report of the advisory committee should be ratified by the Legislative Assembly of the Northwest Territories. It should thereafter be presented by the Legislative Assembly to the federal cabinet as the basic policy statement of the Northwest Territories at a future federal provincial constitutional conference." Is that agreed?

HON. ARNOLD McCALLUM: I wonder if I might just ask you to return to the first recommendation. I had suggested in my earlier comments on this particular section, or on this first recommendation, that not only was I concerned that any study into the future political development or constitutional development of the Northwest Territories, should not only be done directly by us but for us and not for the Department of Indian and Northern Affairs nor for the federal cabinet, but also not done by them. In other words, I would like to emphasize that we are getting no assistance to do this, that it becomes then us. Now, if that is implicit within it then I would be satisfied, but I want to make it abundantly clear from my own position that I do not want this study done, not only for the Department of Indian and Northern Affairs and the federal government, but done by us.

THE CHAIRMAN (Mr. Stewart): Hon. David Searle.

Motion To Amend Recommendation 1, Carried

HON. DAVID SEARLE: To facilitate that, the words "or by" could be added in the third line in paragraph one that begins with "and not for" we could insert the words "or by" and then say "nor by" the federal cabinet.

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Is it agreed?

---Carried

On page 2, item 4, "The study should emphasize political development but take cognizance of the economic and social factors that influence this development. The fundamental question to be answered can be framed as follows: What is the position of the future constitutional development, bearing in mind the economic and social ramifications, that the Legislative Assembly of the Northwest Territories should advance to the Government of Canada on behalf of all the people of the Northwest Territories?"

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Is it agreed? I was wondering whether you wanted to change item 1. The word "political" shows there and did you want to change it to "constitutional"?

SOME HON. MEMBERS: Yes.

THE CHAIRMAN (Mr. Stewart): Is that agreed, change the word "political" to "constitutional"?

---Agreed

Hon. David Searle.

Motion To Amend Recommendation 4, Carried

HON. DAVID SEARLE: Just a grammatical change. Where we said "What is the position of"; it should really be "on". It should be "What is the position on the future constitutional ..." and that word "of" has been giving me difficulty and I think the word should be "on".

THE CHAIRMAN (Mr. Stewart): Change "of" to "on" and that is in the centre, after "What is the position ...". Is that agreed?

---Carried

"5. Costs incurred by the advisory committee should be borne by the Northwest Territories budget, particularly from the contingency allotment. No special request for funding of the study need be made to the federal government which, however, should be approached to discover whether the moneys to be laid out can be recovered from the Department of Indian and Northern Affairs." Is that agreed?

---Agreed

"6. The research assistance group will submit a list of possible chairmen for the advisory committee on the constitutional development of the Northwest Territories who will make a recommendation to the Legislative Assembly." Is that agreed?

---Agreed

"7. The chairman of the advisory committee on the constitutional development of the Northwest Territories, once selected by the Legislative Assembly on the advice of the committee on future development, should select the other two members of the advisory committee, if the Assembly wishes to strike a three man rather than a one man advisory committee." Is it agreed?

---Agreed

You will notice there was a word changed there. "Political" became "constitutional".

Motion To Amend Recommendation 7, Carried

HON. DAVID SEARLE: I think the word "if" should be "as". I think it is clear because I think it is clear we want it to be three men but two will be from the Legislature on a rotating basis. Do you not think so?

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): I can not find it.

HON. DAVID SEARLE: On the third line from the bottom.

THE CHAIRMAN (Mr. Stewart): That should be changed to?

HON. DAVID SEARLE: "As".

THE CHAIRMAN (Mr. Stewart): Agreed?

---Carried

So it should read "advisory committee, as ...". Is that agreed?

---Agreed

"8. The advisory committee on the constitutional development of the Northwest Territories should be assigned a legal advisor who, when deemed appropriate by the chairman, could cross-examine witnesses."

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Is it agreed? Hon. Dave Nickerson.

Motion To Amend Recommendation 8, Carried

HON. DAVE NICKERSON: Would it not be better to use the word "legal counsel" rather than "legal advisor"? "Legal advisor" does not connote the meaning of a person involved in cross-examining witnesses and that type of thing.

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): "Legal counsel" instead of "legal advisor", is it agreed?

---Carried

"9. Detailed terms of reference for the advisory committee on the constitutional development of the Northwest Territories will have to be worked out after the appointment of its chairman and with his consent by the Legislative Assembly on the advice of the committee on future development. The perimeters of this study should be clearly defined before the start of the hearings. During the course of the committee's investigations these terms of reference should not be expanded unless consent has been obtained from the Legislative Assembly of the Northwest Territories."

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): Hon. Dave Nickerson.

Motion To Amend Recommendation 9, Carried

HON. DAVE NICKERSON: Should not the word "perimeters" read "parameters"?

SOME HON. MEMBERS: Agreed.

THE CHAIRMAN (Mr. Stewart): The word "perimeters" is changed to "parameters" and the word "political" of course is substituted by "constitutional". Is it agreed?

---Carried

"10. The findings of the advisory committee on the constitutional development of the Northwest Territories should be completed and a report submitted by September 1978, for debate and ratification by the Legislative Assembly in special session. The time allotted to the study will be 16 months." Noting the change again "political" to "constitutional". Is it agreed?

---Agreed

"In accordance with Motion 14-60 and 15-60, and following a meeting of the committee on future development, pursuant to clause 3 of Motion 14-60 the present proposal for an advisory committee on the constitutional development of the Northwest Territories was evolved.

The Administrative Framework

- a one man advisory committee chaired by a person of national stature whose recommendations will be assured of acceptance by the federal government and the provinces;

- a rotating hearing committee directly responsible to the chairman to ensure the continuing involvement of all Members of the Legislative Assembly in the work of the committee;" Is it agreed?

---Agreed

"- A senior staff of at least four persons, including a legal advisor;" and that will then read "A senior staff of at least four persons, including a legal counsel". Is that agreed?

---Agreed

Motion To Amend "The Administrative Framework", Carried

HON. ARNOLD McCALLUM: On page three, under "The Administrative Framework" should that be a one man or three man advisory committee? We said that we wish to strike a three man committee rather than a one man.

THE CHAIRMAN (Mr. Stewart): Your point is well taken, Hon. Arnold McCallum.

HON. DAVID SEARLE: It has everybody in the House because it rotates. If you look at the bill I think that is where you get -- where is the bill?

HON. ARNOLD McCALLUM: Page 22.

THE CHAIRMAN (Mr. Stewart): Is it necessary to put in "one man", why not leave "one man" out of it because it is chaired by a person?

HON. ARNOLD McCALLUM: Copacetic.

THE CHAIRMAN (Mr. Stewart): It is on the bottom of page 23.

HON. DAVID SEARLE: It says on page 23 "The advisory committee on constitutional development shall consist of the Members of the Council of the Northwest Territories together with such other persons as the Commissioner may by order appoint." And that other person, of course, would be from outside the membership of the House and that would be the chairman. But, it would sit as a committee of three on any particular hearing.

THE CHAIRMAN (Mr. Stewart): This states "a one man advisory committee".

HON. DAVID SEARLE: I think you could say "an advisory committee".

THE CHAIRMAN (Mr. Stewart): Are we agreeable to dropping that "a one man"?

--- Carried

So, that would read "an advisory committee chaired by a person." Is that agreed?

---Agreed

"Administrative, clerical and financial support staff to be seconded from the Northwest Territories government." Is that agreed?

---Agreed

"- Seven study sectors to deal with

- 1) constitutional aspects
- 2) economic aspects
- 3) physical aspects
- 4) legal aspects
- 5) non-renewable resources
- 6) renewable resources
- 7) socio-cultural aspects".

Is it agreed?

---Agreed

The Time Framework

"- A chairman of the advisory committee to be appointed by May 1977;" Is it agreed?

---Agreed

"- A study to start June 1977, which will report to the Legislative Assembly, Northwest Territories, in special session in September 1978;"

---Agreed

"- Hearings to be held in 65 communities during the period June 1977, through September 1978;" Is it agreed?

---Agreed

"- Submission of a report, ratified by the Legislative Assembly, on the political development of the Northwest Territories to the federal government and provinces of Canada by October 1978;" Is it agreed?

HON. ARNOLD McCALLUM: Change "political" to "constitutional".

THE CHAIRMAN (Mr. Stewart): I am sorry. Notice the change of that word. Is it agreed?

---Agreed

The Budget.

"- A total of \$1,666,000 for the study and work of the advisory committee, with an allocation of one million dollars to the budget year 1977-78 and \$666,000 for 1978-79." Agreed?

---Agreed

"Funding to come from the Northwest Territories budget with partial or total recovery from the federal government and/or other sources." Agreed?

---Agreed

Gentlemen, that completes in essence the paper. Is it your desire that I report this paper accepted by this committee and move approval in formal session?

---Agreed

MR. SPEAKER: Mr. Stewart.

Report of the Committee of the Whole of Tabled Document 9-61, Report to the Council of the Northwest Territories on the Establishment of an Advisory Committee on the Political Development of the Northwest Territories.

Motion Of Concurrence

MR. STEWART: Mr. Speaker, your committee has been studying Tabled Document 9-61, Report to the Council of the Northwest Territories on the Establishment of an Advisory Committee on the Political Development of the Northwest Territories. This paper met with the approval of your committee and I would at this time move in formal session that this paper be adopted.

MR. SPEAKER: Is there a seconder? Mr. Butters. Discussion having taken place, are you ready for the question?

SOME HON. MEMBERS: Question.

MR. SPEAKER: Hon. Arnold McCallum.

HON. ARNOLD McCALLUM: Before you call for the question I would request a recorded vote.

MR. SPEAKER: Recorded vote being called. This requires Members to stand when the question is being called and remain standing until the Clerk of the House reads their names into the record. Question being called. All in favour?

CLERK OF THE HOUSE (Mr. Remnant): Mr. Steen, Mr. Stewart, Mr. Lafferty, Mr. Lyall, Mr. Butters, Mr. Fraser, Mr. Whitford, Hon. Arnold McCallum, Mr. Evaluarjuk, Hon. Peter Ernerk, Mr. Pudluk, Mr. Kilabuk, Hon. Dave Nickerson.

MR. SPEAKER: I will note for the record that the vote was unanimous.

Bill 11-61, this House will resolve into committee of the whole for continuing consideration of Bill 11-61, the Workers' Compensation Ordinance, with Mr. Fraser in the chair.

---Legislative Assembly resolved into Committee of the Whole for consideration of Bill 11-61, Workers' Compensation Ordinance, with Mr. Fraser in the chair.

PROCEEDINGS IN COMMITTEE OF THE WHOLE TO CONSIDER BILL 11-61, WORKERS' COMPENSATION ORDINANCE

THE CHAIRMAN (Mr. Fraser): Bill 11-61, An Ordinance Respecting Compensation to be Paid as a Result of Injuries or Death Caused to Workers in the Course of Their Employment. I think at lunch we had agreed on clause 58. Hon. Dave Nickerson.

HON. DAVE NICKERSON: Yes, Mr. Chairman. I listened with interest to the discussion taking place between Hon. David Searle and our expert witnesses before lunch. I think that they persuaded us that an appeal procedure on assessment rates was not really possible if the appeal was to be by an independent body because that expertise would be hardly likely to exist outside of the Workers' Compensation Board. With regard to the review of assessment rates I think it would be quite possible for some formal system of review to be written into the ordinance. We have been told by the expert witnesses that as it is at present they do, in an informal manner, carry out these reviews at the request of employers. To my mind it would be better if we could write something into the ordinance just as we have done with clause 24 with regard to the review committee which would review claims. I think we could do the same thing for the assessment committee.

Motion To Amend PART 8

Therefore, because it would not cause any great deal of difficulty for the board, I would move as follows: I move that PART 8 of the ordinance be amended to provide for a formal assessment rate review procedure.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Mr. MacLean, can you see any problem with that change?

MR. MacLEAN: Thank you, Mr. Chairman. What Hon. Dave Nickerson is proposing is something similar to what we have in clause 24 on claims. We are already doing that and I see no objection to formalizing it by putting it in the ordinance as such. It is just a question of drafting.

THE CHAIRMAN (Mr. Fraser): Thank you. Ms. Legal Advisor?

LEGAL ADVISOR (Ms. Flieger): That is fine.

THE CHAIRMAN (Mr. Fraser): Go ahead, Hon. Dave Nickerson.

HON. DAVE NICKERSON: My motion reads as follows: I move that PART 8 of the ordinance be amended to provide for a formal assessment rate review procedure.

Obviously I would not know what type of wording to put in there and I think the logical thing to do would be for the Legal Advisor to sit down with the expert witnesses and draft up something which is acceptable to everyone. I want to leave it as vague as possible to just give the intent at the present time.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. So there is nothing on clause 59, PART 8, assessments? We will come back to that after the Legal Advisor has the right wording for that. Agreed?

---Agreed

Clause 60. Hon. Dave Nickerson.

Concerning The Low Rates

HON. DAVE NICKERSON: Still on assessment in general, Mr. Chairman, the list of classes and subclasses and provisional assessment rates has been circulated and my first impression of these is that they are awfully low. I am used to paying much greater rates than this to buy my insurance or when I used to buy insurance. I would certainly like to compliment the people involved if they are able to get away with such low rates and still provide the benefits. One question is, are the rates here in respect of the years maximum assessable remuneration, \$14,500 a year or are these rates designed for the lower yearly maximum remuneration?

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

MR. MacLEAN: Perhaps I will let Mr. Laing answer that.

MR. LAING: Mr. Chairman, these are provisional rates based on the present ordinance and the maximum earnings figure of \$10,000.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson, has everyone got those rates? Have they been circulated?

HON. ARNOLD McCALLUM: They have been circulated.

THE CHAIRMAN (Mr. Fraser): We did not get any at this table. Carry on, Hon. Dave Nickerson.

HON. DAVE NICKERSON: Thank you, Mr. Chairman. Would I be correct in assuming, Mr. Chairman, that in the increase in the years maximum assessable remuneration we would be looking for a 25 per cent or so increase in rate?

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: No, Mr. Chairman, that would not be an automatic change as a result of the increase in the years maximum assessable earnings. The effect of increasing the maximum is to increase the income without any change in the rates by 45 per cent or something of that order. That does not necessarily mean a change in rates but, of course, as we have had experience of these classes and employers who fall into these classes we will of course be looking at the rates on a continuing basis.

HON. DAVE NICKERSON: In Mr. Laing's experience in other parts of the country would it be his advice that we could afford to be as generous, perhaps the word is not "generous" -- some people think we have not been overgenerous but the rates that we intend to pay under this proposed ordinance, is it his opinion that it is likely that the assessment rates to pay for that will remain reasonably the same as those outlined here?

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: Yes, Mr. Chairman. From my experience I would expect there would not be very much change in these rates. There may have to be some extra assessments for extra hazards. Aviation is somewhat different in the territories from most places but basically I would expect there would be very little change in the level of rates.

THE CHAIRMAN (Mr. Fraser): Thank you.

Extra Assessments Related To Hazards

HON. DAVE NICKERSON: I was going to get around to the question of extra assessments related to hazards but because Mr. Laing has brought that up perhaps we could pursue that at the present time.

One complaint that I always used to have with regard to workers' compensation was the additional payments. Very often you could send an employee out for a 50 mile airplane trip and he would go out and come back and you would be stuck with an extra \$40, \$50, \$60 in insurance to pay for that one particular trip. I wonder if Mr. Laing could perhaps elaborate on this and give us some assurance that under the collective liability system that might not happen to such a great extent or tell us to which extent it might happen.

MR. LAING: Thank you, Mr. Chairman. We are somewhat inhibited in what we could do this year because of the commitment to set the rates at 80 per cent of what employers were paying last year under the insurance system. There was a greater variety of special extra rates or extra hazards and aviation extras which we are committed to perpetuate for this year but it would be my recommendation, in due course, to the board to incorporate all these extras and to avoid having special extras on special occasions and that the whole industry would have a single rate in due course as soon as we got the experience and put these rates together.

HON. DAVE NICKERSON: So if I get this right, what might happen in the future is, for instance, in the mining industry there would be a rate set at maybe four dollars per hundred and then presumably people engaged in handling explosives would be subject to an additional hazard so that the company would be required to list all the people who handle explosives and pay a special premium on account of those people. Is that the way it would work?

MR. LAING: That is exactly correct.

Special List For N.W.T.

HON. DAVE NICKERSON: Another question concerning the rest of classes and subclasses. Would I be correct in assuming that someone has just copied the Yukon's list and come up here, or is this a special list compiled for the Northwest Territories?

MR. LAING: This is a special list that was presented and approved by the board of the Northwest Territories and does not really bear any resemblance to the Yukon at all.

HON. DAVE NICKERSON: One thing that worries me is that I see in class 2, subclass 1 you have listed there asbestos and coal mines, an assessment rate of four dollars and to the best of my knowledge there are no asbestos mines or coal mines in the Northwest Territories whereas there is one asbestos mine and one coal mine in the Yukon. I thought perhaps that is where it came from.

MR. LAING: The reason for that is that I went through the list of industries in Statistics Canada, in their reports, and looked at the classes that they report on a national level and so our statistics will fit in to the national pattern. So, we put everything in and you will see in class 1, subclass 2, market gardening and I do not know if there is very much of that industry either.

HON. ARNOLD McCALLUM: There could be in certain locations.

HON. DAVE NICKERSON: I am assuming that fishing will be included at a later date presumably but it is not listed here but you would expect to set up a subclass of fishing.

MR. MacLEAN: That is correct, under the existing ordinance there is specifically included fishing and trapping -- excluding, excuse me, and when this ordinance comes into effect they would be included.

THE CHAIRMAN (Mr. Fraser): Thank you.

HON. DAVE NICKERSON: In subclass 2 of class 2, mining, gold and uranium, would I be correct in assuming that because Cominco Ltd. is in subclass 5, the only operation in subclass of class 2 would be Giant Yellowknife gold mines?

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: My recollection is, and I would have to refer to my papers, but I think there is another company.

THE CHAIRMAN (Mr. Fraser): Thank you. Hon. Dave Nickerson.

A System Of Self-Insurance

HON. DAVE NICKERSON: It bothered me a little bit because there may be one other very, very small gold mine operating in the territories, maybe one or two men, but as far as I know Giant would be the only company in that class. What you are really getting into when you just have one operation, or one subclass, is that you are working around to a system of self-insurance really. If you are going to do that you might as well have an ordinance that specifies what compensation shall be paid and leave it up to the company to pay it rather than going through the board.

THE CHAIRMAN (Mr. Fraser): Mr. Laing.

MR. LAING: I would like to correct what I said earlier, because as far as my notes are concerned there is only Giant in class 2, subclass 2. However, that does not mean we are wholly on a system of self-insurance. There is a protection to these employers to draw from the contingency fund that is held as part and accident fund, so that accidents in excess of our normal level will be charged partly to the contingency fund. So, we will be able to protect employers from violent fluctuations in rates through the use of the contingency fund and the whole of the accident fund.

THE CHAIRMAN (Mr. Fraser): Thank you.

HON. DAVE NICKERSON: I take it if there was a major accident at Giant Yellowknife mine and say ten people were killed, the next years rate, although there would probably be an increase, would not be increased to pay for those ten deaths.

MR. LAING: That is exactly right.

Reinsurance For Major Catastrophes

HON. DAVE NICKERSON: On the same subject of catastrophes whether we could be given some information as to what the board has done in the way of reinsurance for very major catastrophes such as the death of 200 or 300 employees.

MR. MacLEAN: We sought reinsurance with respect to calamities that might occur in two directions. One was through the private insurance companies and secondly through the federal government. On placing our tender into the world market on reinsurance through the insurance companies we came up with a very exorbitant premium on the basis of five million dollars coverage. It was going to cost us somewhere in the neighbourhood of \$135,000. Before we got too far into that we were fortunate enough to have further discussions with the federal government and we have received an assurance, a guarantee by the Minister of Indian and Northern Affairs to back up any losses that might be incurred by way of a calamity or catastrophe through additional moneys being made available to the Government of the Northwest Territories. The board has acted on that second direction and accepted that guarantee and we have dropped our efforts, or expect to, with respect to reinsurance in the world market.

HON. DAVE NICKERSON: Is that guarantee in writing?

MR. MacLEAN: The guarantee we have received so far is by way of a telex and there is to be a letter following up, as I understand it, and also with Treasury Board approval apart from the Minister's guarantee.

Assessment Rates

HON. DAVE NICKERSON: Maybe two very brief last comments on the matter of assessment rates. It would appear to me that subclass 3 of class 2, mining, other metals, is probably low. Cominco for instance has a fairly good accident record and they are assessed at four dollars, whereas mining, other metals, in the territories with the exception of the Cantung operation, which probably has a fairly reasonable accident rate, the other mines are small mines operating in difficult geological conditions and it is my information that their accident rate is in excess of that experienced by companies such as Cominco and Giant Yellowknife. Of course I might not be correct but that was my previous understanding.

THE CHAIRMAN (Mr. Fraser): I recognize the clock at 4:00 o'clock, p.m., coffee time. Is it agreed?

---Agreed

The House will recess for 15 minutes to give those guys a chance to look up an answer for that one.

---SHORT RECESS

THE CHAIRMAN (Mr. Fraser): The Chair recognizes a quorum and calls the House to order. It looks to me like there is a lack of interest; do you wish me to report progress? Is it agreed?

MR. BUTTERS: Mr. Chairman, there is no lack of interest. I think we could have been found quite readily if there had been an indication.

THE CHAIRMAN (Mr. Fraser): We adjourned for 15 minutes and it has been 45 minutes now.

MR. BUTTERS: I had some other business to do and I was doing that business.

MR. STEEN: I was also doing some other important business.

THE CHAIRMAN (Mr. Fraser): Thank you. Does the committee wish to carry on with the ordinance or do they wish me to report progress?

SOME HON. MEMBERS: Carry on.

SOME HON. MEMBERS: Report progress.

THE CHAIRMAN (Mr. Fraser): Carry on. Thank you. Bill 11-61, clause 59. I think Mr. MacLean was on the floor first. Is there any reply to Hon. Dave Nickerson's question?

MR. LAING: I think Hon. Dave Nickerson was asking about the possibility that the rate shown in the table for class 2, subclause 3 might be a little on the low side and that is quite possible, that the rates that were being charged by the insurance companies varied over a wide range and the rates that are charged for that class in other jurisdictions vary over quite a wide range. We will just have to look at it and try and keep the rate as steady as possible.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson, is that fine?

HON. DAVE NICKERSON: Yes.

THE CHAIRMAN (Mr. Fraser): Clause 59. Is it agreed?

HON. DAVE NICKERSON: Mr. Chairman, I believe the Legal Advisor was to come back to us with a redraft of probably clause 59 and there might even be other sections too dealing with a formalization of the review procedure.

THE CHAIRMAN (Mr. Fraser): I think she has that, Hon. Dave Nickerson. So, we will come back to clause 59 with the changes. Is it agreed?

---Agreed

Hon. Dave Nickerson, I think the amendment was to clause 60 and she has that amendment if you want her to read it.

Motion To Amend Clause 60

LEGAL ADVISOR (Ms. Flieger): Clause 60 would be amended by adding three subclauses, (16), (17) and (18). Subclause (16) would read, "Where an employer is dissatisfied with the amount of an assessment, he may request that a review committee appointed by the board review the assessment. (17) If an employer is dissatisfied with the decision of the review committee, he may appeal to the board. (18) In considering either a review or an appeal, the review committee or the board shall give the employer an opportunity to be heard and to present any new or additional information relating to the amount of the assessment."

THE CHAIRMAN (Mr. Fraser): Do you want that typed and circulated?

HON. DAVE NICKERSON: I think that might be advisable, Mr. Chairman. Because the amendment is to be made to clause 60 rather than clause 59 perhaps we could complete clause 59 and leave clause 60 to a later date with those three new subclauses.

THE CHAIRMAN (Mr. Fraser): Clause 59. Is it agreed?

HON. DAVID SEARLE: Mr. Chairman, I agree with that but I wonder if Ms. Flieger could have those subclauses typed and circulated because there are one or two things that I think might easily be added to what she said to make it acceptable, certainly to me.

THE CHAIRMAN (Mr. Fraser): Thank you. I do not think we will get to deal with them today. We will have them typed and circulated and come back to clause 60 at a later date.

Clause 59, Agreed

Now, clause 59, is it agreed?

---Agreed

Clause 60, we will have the necessary amendments made and come back to. Is that agreed?

---Agreed

Clause 61. Hon. Dave Nickerson.

Motion To Delete Clause 61

HON. DAVE NICKERSON: I move that clause 61 be deleted.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean.

HON. ARNOLD McCALLUM: Could we have an explanation why, on the motion?

HON. DAVE NICKERSON: Certainly. Clause 61 is the section that says any assessment shall be a minimum of \$50. As I see it quite a casual employer, someone who just hires somebody for a matter of three days or so, and I will probably get back to this, the very small casual employers later, but if they are or if they have to pay assessments for just hiring somebody for two days per year, an assessment of \$50 is much, much too onerous. You might only be paying somebody \$100 in wages and a \$50 assessment on \$100 wages is completely out of this world and I just do not see the reason of putting this in here in the first place. It would certainly do much to discourage casual employment. It certainly would not bring in that much revenue to the board, so in my opinion it would be best just to leave it completely out.

THE CHAIRMAN (Mr. Fraser): Thank you, Hon. Dave Nickerson. Mr. Laing or Mr. MacLean?

MR. MacLEAN: The assessment, of course, is not on the one employee. It is on the one employer and works out to one per cent of a \$5000 assessable payroll over the year. I would think anybody in business is probably going to spend that much in a year. The reason for it being in here is strictly for administration costs. The cost of going to the trouble of working out an assessment less than \$50 is rather high. To save time and the cost of administration a minimum was put in.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. Hon. Dave Nickerson.

No Exemption For Casual Employer.

HON. DAVE NICKERSON: Do I understand the witness to say, Mr. Chairman, that if I hired somebody for a period of just a week, just one week in the course of a year, for instance, I hired somebody to dig fence posts in my yard, I would not have to pay compensation for him? This whole thing is set up presumably for the permanent company, people in business continuously. As I read through it, I see no exemption for the casual employer, the employer who just employs one employee for a few days per year and in those particular circumstances there is no way you should have to pay \$50.

THE CHAIRMAN (Mr. Fraser): Hon. Dave Nickerson, I do not know. I must have misunderstood. I thought he said the \$50 was administration fees for that one employee based on \$5000 assessable payroll. Mr. Laing, would you explain that again?

MR. LAING: Yes, that is the level that is looked upon, one per cent of \$5000. There are minimum benefits under the ordinance which are based on a level of earnings like that. If the case you are suggesting is where you are in business for only one week and employing somebody on a casual basis for that one week, then that is correct. You could have an accident or he could have an accident and that is the minimum processing charge to give the coverage for one week and set up records in the board's office.

HON. DAVE NICKERSON: Surely, Mr. Chairman, this is complete nonsense to say that somebody who hires a person just for three days a year, three days out of a year is going to get hit with this \$50. It should be just in respect of permanent employers. It seems to me not only with workers' compensation but in every other aspect of government what we are doing is we are doing everything to get rid of the small guy. The little guy just gets kicked in the teeth all the time and I do not like this. I think we should do everything possible to encourage the little guy, to see that people give other people jobs. Just recently I was reading through some new aeronautical regulations and what they are trying to do there, maybe not intentionally, just as the Workers' Compensation Board is not intentionally trying to do anything here, but what they are doing is putting the little guy out of business. If we allow this type of legislation to go through, that is what we are doing. We are part and parcel of the same thing.

THE CHAIRMAN (Mr. Fraser): To the motion. The motion is to delete clause 61, all of clause 61. Mr. Stewart.

Cost To Register.

MR. STEWART: Mr. Chairman, I wonder if I may ask the witnesses what the computed cost is to register? Is it \$50? Is it \$25 or \$35? Do you have a figure that it actually costs you to put a person on the registry?

MR. MacLEAN: Well, we do not have a figure per se because it depends upon the amount of work you have to do. All we are saying is that if it is an assessable payroll of \$5000 or less, that the cost as far as we are concerned in relation to the administration would make it more feasible to have a minimum. However, as Hon. Dave Nickerson points out, in his estimation this may be onerous. If you want to delete it, it certainly is not going to affect the operation of the board to that great an extent.

THE CHAIRMAN (Mr. Fraser): Thank you, Mr. MacLean. To the motion. Clause 61, to the motion. In just about a minute I will report progress here. We have been talking about it for the last ten minutes. If you were not talking, you would have heard the motion. Do you want to delete clause 61? Agreed?

HON. DAVE NICKERSON: Call the vote, call the question.

Motion To Delete Clause 61, Carried

THE CHAIRMAN (Mr. Fraser): Question has been called. All in favour? Four, five. Contrary? One. Abstaining? None. Is that the way you want it? Okay, the motion is carried.

---Carried

Clause 61 is deleted, agreed?

---Agreed

Clause 62.

MR. STEWART: That now becomes 61.

THE CHAIRMAN (Mr. Fraser): That now becomes clause 61. The Legal Advisor tells me the amendments she had to include in clause 60, she could use that amendment for clause 61. Is that agreed?

HON. DAVE NICKERSON: Agreed.

THE CHAIRMAN (Mr. Fraser): Thank you.

HON. DAVE NICKERSON: I believe, Mr. Chairman, there are some blanks to be filled in with respect to clause 62.

THE CHAIRMAN (Mr. Fraser): Blanks? What are you referring to, Hon. Dave Nickerson?

HON. DAVE NICKERSON: Subclause 62(1), the final words in that subclause say "equal to the full cost of the claim in respect of an injury up to a maximum of ..." and there is obviously something missed out.

THE CHAIRMAN (Mr. Fraser): Yes, I think I agree with you there.

HON. ARNOLD McCALLUM: That is once!

THE CHAIRMAN (Mr. Fraser): Mr. MacLean, have you got the right wording for that? Maybe we could put that \$50 in there.

LEGAL ADVISOR (Ms. Flieger): Mr. Chairman, my previous notes show that that should read "up to a maximum of \$100." Maybe Mr. MacLean can confirm that for us.

MR. MacLEAN: Mr. Chairman, I believe that to be correct. I think at the time it came before the standing committee there was some discussion as to whether or not that was an appropriate amount. That may be why, because of that discussion the amount was not put back in again, but \$100, if my mind serves me correctly, is the amount.

THE CHAIRMAN (Mr. Fraser): That is a good excuse. Mr. Lyall, do you remember why that was left out?

LEGAL ADVISOR (Ms. Flieger): I think I recall the reason that was left out was, the amount was shown in numerals rather than the words written out and there was a note which is not picked up in retyping it.

THE CHAIRMAN (Mr. Fraser): Thank you. Mr. Lyall.

MR. LYALL: According to my notes, I have not got anything down on that. I do not know why there would be a blank there on page 63.

THE CHAIRMAN (Mr. Fraser): No, it is on page 67, the bottom of the top paragraph on page 67.

MR. LYALL: In the minutes of our meeting there is nothing. I do not recall.

THE CHAIRMAN (Mr. Fraser): The Legal Advisor advises me it was in Roman numerals and she had a note of it but it was left out when they typed this up, so I think that is probably right.

MR. LYALL: It is supposed to be \$100?

THE CHAIRMAN (Mr. Fraser): One hundred dollars. Mr. Butters.

MR. BUTTERS: Let us stand this down. We are obviously not going to complete this bill today. Let us give Mr. MacLean a chance to check back and we will come back to it Monday.

THE CHAIRMAN (Mr. Fraser): Mr. MacLean, I think maybe we will hear from the Legal Advisor first. Go ahead.

LEGAL ADVISOR (Ms. Flieger): The clause always did read \$100. It was merely that the committee instructed that any place where numbers were not written out in words the changes should be made and, unfortunately, the note was there but the words were left out and so were the numerals.

THE CHAIRMAN (Mr. Fraser): Mr. Butters, you have suggested that we leave clause 62 until the right wording is put in and come back to it, is that right?

MR. BUTTERS: Agreed.

THE CHAIRMAN (Mr. Fraser): We are going to report progress. Agreed?

---Agreed

MR. SPEAKER: Mr. Fraser.

Report of the Committee of the Whole of Bill 11-61, Workers' Compensation Ordinance

MR. FRASER: Mr. Speaker, your committee has been studying Bill 11-61, the Workers' Compensation Ordinance, and wish to report progress.

MR. SPEAKER: Thank you. I suspect we are all pretty weary. Do you wish to go back into committee of the whole on anything else or do you want to recognize the clock and adjourn until Monday morning?

---Agreed

Gentlemen, the Press Club North invites all Members to a Press Club North gathering in room 417 at the Yellowknife Inn tonight, now. For those Members who can and wish to attend. Are there any other announcements? Mr. Clerk, orders of the day, for Monday.

ITEM NO. 12: ORDERS OF THE DAY

CLERK OF THE HOUSE: Orders of the day, February 14, 1977, 9:00 o'clock a.m., at the Explorer Hotel.

1. Prayer
2. Questions and Returns
3. Oral Questions
4. Petitions
5. Reports of Standing and Special Committees
6. Notices of Motions
7. Motions for the Production of Papers
8. Motions
9. Tabling of Documents
10. Consideration in Committee of the Whole of Bills and Other Matters: Bill 3-61, Bill 11-61, Bill 2-61, Bill 6-61, Motion 24-60, Sessional Paper 1-61, Territorial Government Policy as to Pricing Liquor, An Integrated Housing Policy for the Northwest Territories, Report of the Task Force on Electrical Energy Costs in the North
11. Third Reading of Bills
12. Assent to Bills
13. Orders of the Day

MR. SPEAKER: The hour being 5:30 o'clock p.m., this House stands adjourned until 9:00 o'clock a.m., February 14, 1977, at the Explorer Hotel.

---ADJOURNMENT

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Yellowknife, N.W.T. at \$5.00 per session
Published under the Authority of the Commissioner
of the Northwest Territories