

## TECHNOLOGICAL CHANGE

We have been in a continuous period of technological change, which has posed both challenges and opportunities within our workplaces. Without the appropriate foundations for dealing with technological change effectively, the potential negative impacts on jobs are real and the opportunities for workers to develop skills and share in technological productivity will not exist.



### Past Bargaining Programs

In the past, the union had acknowledged the issue of technological change in previous bargaining programs. For example, the bargaining program from 1999 provided a list of collective agreement provisions to establish that would address the challenge of new technology:

#### The Right to Know:

- Advance notice of technological acquisitions and ongoing briefings of technological developments.
- Timely and relevant information and data on new technology including software and management information systems and planned and projected capital and repair expenditures.
- The opportunity to review and assess technological designs and the implications of different technological choices.

#### The Right to Participate:

- Active technology committees with regular and mandated meetings.
- Resources to respond to technological issues including access to technological expertise.
- A broader role for technology committees around the design and choice of technology.
- Better training, education and development opportunities.

#### The Right to Negotiate:

- Negotiating the terms, conditions, safeguards and opportunities associated with technological change.
- Responding to particular technology-enabled work arrangements (i.e. teleworking)
- Limits on, and procedures for, handling technological job displacements.
- Procedures for following-the-work where technology is used to shift work away from the bargaining unit.

### Applicable Legislation

Various jurisdictions in Canada speak to the issue of technological change in labour legislation.

For example, New Brunswick's *Industrial Relations Act* requires that every collective agreement contains provisions regarding technological change. The legislation also includes a model clause – in the absence of any technological change provision – which requires the parties to submit any differences regarding technological change to final and binding arbitration.

Other jurisdictions allow mid-term negotiations in the event of a technological change. For example, under the *Canada Labour Code*, an employer must give advance notice of technological change and the union may give

notice to bargain in order to negotiate new measures to deal with technological change. However, these provisions may not apply if a collective agreement already contains technological change procedures or where the notice was given close to the time that regular negotiations would take place. Labour legislation in Saskatchewan and Manitoba also provide provisions that allow for mid-term negotiations resulting from the employer giving notice of technological change.

While only some examples have been summarized above, it should be noted that each jurisdiction differs with regard to addressing (or not addressing) the issue of technological change in unionized workplaces.

### Features of collective agreement language

Some expert labour sources have cited a number of elements that collective agreement provisions provide as it related to technological change. This includes provisions around:

1. Defining “technological change”
2. Advance notice of technological change
3. Prior consultation and/or agreement with the union
4. Job and/or income protection and attrition arrangements
5. Retraining and transfer opportunities
6. Severance pay and relocation allowances
7. References of disputes to arbitration

Sack & Poskanzer pose a checklist of questions in the *Contract Clauses* publication:

- Does the collective agreement define technological change to include, not only changes in equipment, but also changes in work methods, organization or operations?
- Is the employer required to give the union advance notice and information regarding proposed technological change? How much notice and what type of information is required? In the event of non-compliance, does the collective agreement provide that technological changes are to be postponed?
- Does the agreement provide for negotiation with the union of the decision to implement technological changes, and possible alternatives, or simply of measures to cushion the impact?
- Has a joint technological change committee been established? In case of disagreement regarding technological change, are disputes to be submitted to arbitration?
- Does the collective agreement contain measures to protect job security and income in the event of technological change? Are opportunities for retraining and transfer provided?
- Is the employer required to give extended notice, severance pay and relocation allowances to employees affected by technological change?
- Have other clauses in the collective agreement been reviewed in the light of the potential impact of technological change, e.g. early retirement, contracting out, scope clause, part-time employment, etc.?

## **COLLECTIVE AGREEMENT LANGUAGE FROM VARIOUS UNIFOR SECTORS**

### **Air Canada**

#### **18.07 TECHNOLOGICAL CHANGES**

**18.07.01** The intent and purpose of the following Articles is to ensure that ample consideration is given to the effect technological change will have upon the job security and conditions of employment of employees as well as the continuing effectiveness of the Company.

**18.07.02** Definition - Technological change means the introduction of equipment or material different in nature, type or quantity from that previously utilized and/or to the processes or manner in which work is carried on related to the introduction of such equipment which affects a significant number of employees.

**18.07.03** To ensure the intent, purpose and benefits of technological change are achieved, the Company will meet at the Headquarters level with members of the Bargaining Committee and designated representatives of the Union at least once each quarter but in any case no less than one hundred and sixty (160) days prior to the implementation of any technological change.

**18.07.04** The Company shall provide the above representatives with materials pertaining to technological change which may be required to ensure that the fullest discussion will take place on such matters as retraining, filling of jobs created by technology, change of work methods, reorganization of work, change to the method of organization, etc., so as to ensure the change is implemented with the least possible disruption and with the maximum possible benefits to the Company and the employees.

### **Bombardier**

#### **ARTICLE 35.01 NEW TECHNOLOGY**

The parties agree that with the introduction of new techniques and technologies, it is important that advance planning be made to anticipate skills, needs and training required. Upon introduction of new equipment to the worksite those involved in the operation and supervision of the equipment shall receive safety related training.

It is agreed that the workers affected by the introduction of new technologies should have every opportunity to apply themselves to the new skills and the new technology.

The Company will assume that cost of on-the-job training to afford Bargaining Unit employees (who have the basic knowledge and ability to be trained) the opportunity to keep current with new methods, tools, machines and new technology affecting their work and job security.

The Company will notify the Union sixty (60) days in advance of any introduction in new technology and will notify the Union in advance of the introduction of new techniques so as to give the affected Bargaining Unit employee (who has the basic knowledge and ability to be trained) the opportunity to become acquainted with the new skill needs so that he/she will be available to perform the work when needed.

Senior employees, both production and skilled (who have the basic knowledge and ability to be trained) will be given preference under this Clause.

## ARTICLE 18 - TECHNOLOGICAL CHANGE

### Definition

**(1801)** "Technological change" means the introduction of electronic input devices, significantly modified types of equipment or machinery, new or significantly modified types of computer software programs or computer hardware or types of equipment or machinery not hitherto employed within the Bargaining Unit.

**(1802)** The operation of electronic input devices in departments represented by the Union, such as, but not limited to, cathode ray tubes, video display or makeup terminals, or significantly modified types of equipment or machinery, or types of equipment or machinery not hitherto employed within the Bargaining Unit, shall not be interpreted as changes in types of work covered by existing classifications, provided that such devices, equipment or machinery are used in the performance of work which is the same as, or similar to, work which has historically been performed within their classifications by employees represented by the Union.

### Notice

#### **(1803)**

(a) The Employer will give the Union three (3) months' notice prior to the introduction of a technological change which will:

1. Create a new job classification significantly different from any existing job classification or significantly alter the job content of an existing job classification; or
2. Involve the significant re-training of an employee;

and four (4) months' notice prior to the introduction of a technological change which will result in a reduction of staff.

(b) Within fifteen (15) days of such notice, the Employer will meet and discuss the details of the proposed changes including timing, procedures, training and transfers, together with any modifications that may be suggested by the Union.

(c) If the Union wishes to make a case for a reclassification and/or change in compensation on the basis of the addition of new work or modification of existing work which is a direct result of the introduction of any technological change, it may file a grievance at any time within the seventh month following any introduction which affects the classification or classifications involved. The parties shall meet within ten (10) working days of the date of the filing of the grievance and if no agreement is reached within ten (10) working days of the date of the first meeting, either party may submit the matter to Arbitration as set out in Article 26.

(d) If an Arbitrator should find against the Employer, the Employer shall forthwith re-determine the rates and/or classification retroactively and the Arbitrator shall retain jurisdiction to review any re-determination upon the application of the Union within thirty (30) days of such re-determination.

**(1804)** Upon the introduction of technological change as defined in Clause (1801), any employee who must acquire new skills necessary to perform the job shall be entitled to have a reasonable period of time in which to acquire such skills and if necessary shall receive retraining on the time and at the expense of the Employer. A

reasonable period of time shall be defined as no less than the amount of time provided for promotional trial periods in Clause (804).

If, after a reasonable period of time as defined in (1804) above, an employee is unable to perform the job satisfactorily:

(i) The employee may proceed, with no reduction in salary, in accordance with the provisions of Clause (1701) (f), (h), (k), (l), (m); or

(ii) Where an employee elects not to follow the procedures contained in (i) above, the Employer shall inform the employee of vacancies elsewhere in the Company for which he or she may apply and if retraining is necessary to equip the employee with the skills required by such jobs elsewhere in the Company, it shall be provided on the time and at the expense of the Employer. An employee relocated under this Section shall receive his/her previous salary until the wage classification to which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iii) Where an employee with less than five (5) years of continuous service, having exhausted the procedures contained in (i) and/or (ii) above, is still unable to perform a job satisfactorily, such employee shall be subject to termination with dismissal pay as set out in Clause (1901) (a) .

Where an employee with more than five (5) years of continuous service, having exhausted the procedures contained in (i) and/or (ii) above, is still unable to perform a job satisfactorily, such employee shall be continued in the employ of the Employer in any job provided by the Employer and shall receive his/her previous salary until the wage classification to which he/she is transferred equals that salary, at which time his/her salary will be that of the wage classification in which he/she is employed.

(iv) An employee who does not elect transfer under the terms of (i) and/or (ii) above shall be subject to termination with dismissal pay as set out in Clause (1901) (b).

**(1805)** The Employer shall make reasonable efforts to avoid the need to reduce staff following the introduction of technological change. If the Employer concludes in its discretion that attrition will not accommodate the reduction required by the Employer within a reasonable period of time, it shall:

1. Invite voluntary transfers to vacancies in an employee's own Department or elsewhere in the Company according to the procedures in Clause (802). Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.
2. Where procedures in (1) above do not bring about the desired staff reduction, offer to employees in the classification or classifications affected with 15 or more years continuous service, and aged 55 or more but less than age 65, in order of seniority and in the following order:

(i) For employees aged 64 but less than age 65, the opportunity to take a fully paid leave of absence to normal retirement date.

(ii) For employees aged 60 or more but less than age 64, who elect early retirement under the provisions of the Toronto Star Pension Plan, a pension supplement which would provide him or her with a pension equivalent to that which would have been earned at normal retirement age assuming no increase in salary from date of separation to date of normal retirement. At normal retirement age such pension supplement shall be reduced by the amount of money received by such employee as a

result of Old Age Security and/or Canada Pension Plan at the levels applicable on the date of early retirement. In addition, such employee shall be eligible for dismissal pay in accordance with the terms of Clause (1901)(b).

(iii) For employees aged 55 or more but less than age 60, who elect early retirement under the provisions of the Toronto Star Pension Plan, in addition to dismissal pay in accordance with the terms of Clause (1901)(b), service credits in accordance with the following schedule:--

Age 55 - 5 year credit  
Age 56 - 4 year credit  
Age 57 - 3 year credit  
Age 58 - 2 year credit  
Age 59 - 1 year credit

The Employer will subsidize the difference between normal early retirement pension and the pension which would have been earned had service been extended in accordance with the above schedule of credits, assuming no future increase in earnings. When the employee reaches normal retirement age, the amount of the Employer's subsidy will be reduced by the amount of money received by such employee as a result of Old Age Security and/or Canada Pension Plan at the levels applicable on the date of early retirement.

(iv) As an alternative to the provisions of (2) (i), (ii), (iii) above, employees with 15 or more years continuous service and aged 55 or more but less than age 65, in order of seniority who elect a deferred vested benefit under the provisions of the Toronto Star Pension Plan, or an unsupplemented early retirement pension, may elect a severance payment in the amount of one week's pay at straight time day shift rates in effect at the time of separation for each 4 months of continuous service to a maximum of 104 weeks' pay, subject only to the provision that no employee may receive a severance payment in excess of the straight time earnings which he or she would have received had no separation taken place.

1. If, following the exhaustion of (2) above, further staff reductions are desired, the Employer shall offer to employees with 15 or more years of continuous service, aged 40 or more but less than 55, in order of seniority, the right to terminate their employment and receive dismissal pay equal to one week's pay at straight time day shift rates in effect at the time of separation for each 4 months of continuous service, to a maximum of 104 weeks' pay.
2. If, following the exhaustion of (2) and (3) above, further staff reductions are desired, the Employer shall offer to employees with less than 15 years of service the right to terminate their employment and receive dismissal pay as provided in Clause (1901)(b).

If, following the application of the foregoing procedures, a further staff reduction is desired, those named to be dismissed shall be the most junior in point of service in the group to be reduced in number. Those named to be dismissed shall, on the basis of seniority, be offered transfers to fill vacancies elsewhere in the Company, or if no such vacancies are available, be permitted to proceed in accordance with the provisions of Clause (1701)(f) without a reduction in salary for the 12 months immediately following such transfer. Where retraining is necessary to equip the employee with the skills required by the new job, it shall be provided on the time and at the expense of the Employer.

Where no vacancies exist to which an employee named to be dismissed may be transferred, dismissal pay shall be at the rate set out in Clause (1901)(b).

An employee named to be dismissed who refuses a transfer to a vacancy elsewhere in the Company shall receive dismissal pay as set out in Clause (1901)(a) upon the Employer giving 30 days notice in writing to the employee and the Union.

**(1806)** The Employer shall monitor and regularly inspect the operation of new or significantly modified processes, or new or significantly modified types of equipment or machinery to assure continual compliance with laws and regulations applicable to such new or significantly modified processes or new or significantly modified types of equipment or machinery. The results of such monitoring and inspections shall be made available to the Union upon request.

**(1807)** The Employer agrees to advise the Union in advance of any proposed introduction of a technological change in any department represented by the Union, irrespective of whether or not such technology falls under the terms of Clause (1803)(a).

## McMaster University (Unit 1)

### ARTICLE 23 - SUBCONTRACTING OR TECHNOLOGICAL CHANGE

**23.01** “Technological change” means the introduction or addition of equipment, machines or instruments or the modification thereof resulting in modification of the Employee’s tasks or skills required to fulfill the requirements of the position.

**23.02** In the event that the Employer decides to subcontract or introduce technological change that would result in a layoff, reduction in hours or reduce the pay Grade of an Employee, the terms of this Article 23 shall apply.

#### **23.03 Advance Notice and Disclosure**

**(a)** The Employer shall notify the Union, in writing, at least 6 months in advance of implementing the subcontracting or technological change.

**(b)** The notice shall contain pertinent data, including:

- i.** The nature of the subcontracting or technological change;
- ii.** The date on which the Employer proposes to implement the subcontracting or technological change;
- iii.** The approximate number and respective classification of Employees likely to be affected by the subcontracting or technological change;
- iv.** The effects that the subcontracting or technological change may be expected to have on the Employees’ terms and conditions of employment.

**(c)** To the extent available, information will be provided about the number of layoffs, new jobs or classifications to be created as a result of the proposed subcontracting or technological change.

**23.04** Within one month of the delivery of notice to the Union as outlined in Article 23.03, the Employer will meet with the Union to discuss alternative arrangements including, but not limited to, retraining to minimize the impact of any layoffs or reduction in hours of an Employee.

#### **23.05 Retraining**

**(a)** In the event of technological change, prior to new Employees being hired to work with new technology, the Employer will, where necessary, allow incumbent Employees:

- i. first, training as provided for in Article 28; plus
- ii. a training/assessment period of up to 6 months to acquire and demonstrate the knowledge, skill and/or qualifications necessary to adapt to the change, provided they are minimally qualified by education, aptitude and relevant experience.

**(b)** Employees to be retrained will not suffer a reduction in wage rate or normal scheduled hours during the training period.

**(c)** When Article 23.05(a) applies and the Employee is subsequently declared redundant, the provisions of Article 17 will apply.

**23.06** In the event that a position is declared redundant due to subcontracting, Employees affected shall be subject to layoff in accordance with the provisions of Article 17.

## London Health Sciences

### 30.08 TECHNOLOGICAL CHANGE

The Hospital agrees to notify the Union in advance, as far as practicable, of any technological changes which the Hospital has decided to introduce which will significantly change the status of employees within the Bargaining Unit. The Hospital agrees to discuss with the Union the effect of such technological changes on the employment status of employees and to consider practical ways and means of minimizing the adverse effects, if any, upon employees concerned.

Technological Change means the automation of equipment, or the mechanization or automation of operations, or the replacement of existing equipment or machinery with new equipment or machinery that results in the displacement of an employee from their regular classification.

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall be given a period of training during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee. The Hospital will endeavour to schedule such training during the employees regularly scheduled hours of work.

## Dominion Stores (Newfoundland)

### ARTICLE 30 - Technological Change (All Employees)

**30.01** - An employee who is displaced from his/her job, by virtue of technological change, will be given the opportunity to fill other vacancies for which he/she is qualified, and has the ability to perform, according to his/her seniority. Should the employee not be qualified, he/she shall be given a ninety day training period.

**30.02** - This ninety day training period will be provided for the employees affected. Training, whether on or off the job shall be paid for by the Company.

**30.03** - The Company will meet with the employees affected for the purpose of consulting on the effect of the change and to arrange training.

### Canadian Pacific Railway Company

#### **NEW TECHNOLOGY**

**31.4** The parties agree that with the introduction of new techniques and technologies, it is, important that advance planning be made to anticipate skills, needs, and training required.

The Company will assume the cost of "on-the-job" training to afford bargaining unit employees who have the basic knowledge and ability to be trained to keep current with the restructured, modernized trades, new methods, tools, machines and technology affecting their assigned work and job security.

Senior employees assigned to jobs requiring training in the new technology will, based on operational requirements, be given preference under this clause.

### Caesars Windsor (Windsor Casino Limited)

#### **Article 76. Technological Change**

- 76.1 "Technological Change" is defined as a substantial change in technology to the process, equipment, or methods of operation that differs significantly from those previously utilized by the Company.
- 76.2 In an effort to minimize the impact on employees as a result of any technological change, the Company is prepared to do the following:
- a) Exercise their seniority and displace a junior employee pursuant to Article 58 – Layoff and Recall provisions of the Collective Agreement; or
  - b) Decline to exercise the right to exercise seniority when given notice of layoff and resign employment with the Company. In this instance, the employee will receive a payment in an amount equal to \$1,000.00 per year of service (pro-rated), less required statutory deductions. (For example, an employee with 7.5 years of service will receive a gross payment of \$7,500.00, less statutory deductions);
  - c) Employees who are unable to displace a junior employee pursuant to the layoff and recall provisions of the Collective Agreement, or do not wish to resign and accept a payment pursuant to (b) above will remain on layoff, subject to the provisions of Article 15.7 e) – Seniority/Loss of Seniority of the Collective Agreement and will be eligible to receive an education/training allowance of up to \$2000.00 per year, to a maximum of \$4,000.00 during the first twenty-four (24) months following the layoff. Payment of this allowance will be contingent on the employee following the procedures prescribed in Article 55 – Tuition Fees of the Collective Agreement.
  - d) An employee who does not accept any of the options listed above will be eligible for training on any vacancy unfilled following the posting process that exists at the time an employee is laid off due to technological change before new employees are hired. Employees will be eligible for such training in order of seniority. The postings covered by this provision are those for which training can reasonably be completed during working hours within sixty (60) calendar days. Such training will not exceed sixty (60) calendar days. An employee will only be eligible for such training on one (1) position. In the event

a more senior employee is unsuccessful in such training, they will be laid off from work and the training will be offered to any other employee on layoff due to technological change, in order of seniority, in accordance with the foregoing. This provision does not alter, modify or amend the provisions of Article 26 – Job Vacancies and Posting of the Collective Agreement.

- e) An employee displaced by a more senior employee exercising bumping rights pursuant to Article 58 – Layoff and Recall of the Collective Agreement will be eligible for the options set out in paragraph two (2) above as if they had been originally displaced.

### **Advance Notice**

76.3 If the Company anticipates that a technological change may have a major impact on the work performed by bargaining unit employees, the Company, wherever possible, will give sixty (60) days' notice to the Union. At that time, the Company will discuss the nature of the changes, the approximate number of employees likely to be affected by the technological change and the effect the technological change may have on the working conditions and conditions of employment.

### **New Positions**

76.4 Any new position created as a result of a technological change will be posted in accordance with the job posting provision of the Collective Agreement.

### **Training**

76.5 Where new or greater skills are required, such employees shall, at the expense of the Company, be provided with a reasonable period of training.

76.6 Employees displaced from their jobs; as a result of a technological change will have the right to displace junior employees pursuant to the layoff provisions of the Collective Agreement.

## **Green Shield Canada**

### **ARTICLE 27 - TECHNOLOGICAL CHANGE**

**27.00** In the event of any technological change which will adversely affect the rights of an employee, his/her wages, or his/her working conditions:

- (a) the Company will notify the Union at least twelve (12) months before the introduction of any such change, if at all possible;
- (b) such change will not be introduced until the Company and the Union have reached an Agreement regarding the measures to be taken to protect the employee from these adverse affects,
- (c) any employee who is rendered redundant, or who is displaced from his/her job as a result of any such change shall have the opportunity to fill any job posting for which he/she can qualify under Article 13 of the Agreement. If there is no job posting for which he/she can apply, he/she shall have the right to displace employees with less seniority provided that he/she has the ability to perform the duties related to the particular job;

(d) the Company will assume responsibility for the retraining process of an employee who lacks the necessary skills to continue his job duties after such change. The employee will be given a reasonable period of time during which he/she may attempt to acquire these skills;

(e) the Company will not hire any additional employee into a classification covered by this Agreement until any employee affected by such a change, or on layoff, has been notified of the proposed job opening, and has been allowed a reasonable period of time to attempt to acquire the necessary knowledge or skills to retain or resume his/her employment;

(f) an employee will not be dismissed as a result of such a change.

## Howe Sound Pulp & Paper Corporation

### ARTICLE XXII - JOB SECURITY

#### Section 1: Objective

The Company and Union recognize that technological change, while necessary to the industry, may have an impact on employees. It is the purpose of the following provisions to assist employees in adjusting to the effects of such change.

#### Section 2: Definition

Technological change, which term shall include automation, mechanization, and process change, means the introduction of equipment or material of a different nature or kind than that previously utilized, or a change in the operation that is directly related to the introduction of that equipment or material.

#### Section 3: Joint Committee

A joint committee on automation will be established which shall consist of three (3) persons representing the Company and three (3) persons representing the Union. It shall be the function of the committee to study the effect of mechanization, technological changes and automation on employment in the mill and to make such recommendations as are agreed upon to the Mill Manager, to ensure that the interests of the Company and of the employees are fairly and effectively protected.

#### Section 4: Required Notice

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than one hundred and eighty (180) days before the introduction thereof, of mechanization, technological changes and/or automation which the Company has decided to introduce and which will result in terminations or other significant changes in the employment status of employees.

The Company will advise the appropriate committee or committees as soon as possible and in any case not less than thirty (30) days before the expected date of the change of the anticipated time sequence of final installation and production start-up and the anticipated effect on the job status of individual employees.

#### Section 5: Seniority Status

a) In the event that it is necessary, crews will be reduced in accordance with Article XXI - Seniority, of the Agreement.

b) An employee who is set back to a lower paid job because of mechanization, technological change or automation will receive the rate of their regular job at the time of the set-back for a period of six (6) months, and for a further period of six (6) months they will be paid an adjusted rate which will be midway between the rate of their regular job at the time of the set-back and the rate of their new regular job. At the end of this twelve (12) month period, the rate of their new regular job will apply. However, such employee will have the option of terminating their employment and accepting severance pay as outlined in Section 6(a) below, provided they exercise this option within the initial six (6) month period referred to above.

c) An employee assigned to an equal or higher rated job because of mechanization, technological change or automation will have the option of terminating their employment and accepting severance pay as outlined in Section 6(a) below if the job should be proved to be unsuitable, provided they exercise their option within six (6) months of starting on the job.

In case of a dispute concerning suitability of the job, the employee may process a grievance.

**Section 6: Severance Allowance**

a) An employee with one (1) or more years of continuous service for whom no job is available because of mechanization, technological change or automation will, upon termination, receive a severance allowance calculated by one of the two following methods based on their last period of continuous service. It will be the choice of the affected employee as to which of such methods of calculation is used:

Years of Employment	Severance Allowance	
	Weeks per year of service	% of earnings
1 <sup>st</sup> Twenty (20 years)	2	4%
Subsequent Years	1	2%
Maximum Severance Allowance	52 weeks *	2080 hours

\* Computed on the basis of forty (40) straight time hours at the employee’s regular rate.

b) For employees with a minimum of one (1) year of employment during their last period of continuous service, severance allowance shall not be less than four (4) weeks’ pay.

c) At the time of separation the employee shall have the option of receiving the severance allowance on termination, or may elect to have the severance allowance held in abeyance for up to one (1) year from the date of termination. The employee may apply in writing at any time during the year, at which time the full severance allowance will be paid forthwith.

d) Where the right of recall and seniority retention under Article XXI is elected, the employee's severance allowance will be held in abeyance for the duration of their recall rights at which time the employees will be terminated and their severance allowance paid forthwith.

e) Where the employee renounces the right of recall during this period, the employee will be terminated and his/her severance allowance paid forthwith with all seniority and recall rights being forfeited.

f) No payment will be made under this section in cases where the employee has already qualified under Article XXIV, Section 5, Job Elimination, or under Article XXIII, Section 2, Permanent Mill Closure.

g) Such employees for whom no employment is available will be given at least thirty (30) days' notice of separation.

h) Employees will have their welfare coverage continued for the current month plus two (2) months from their date of termination.

### **Section 7: Training**

The Company agrees to participate in a program of training or retraining for another job within the operation for those employees who are displaced under the circumstances set forth herein.

## **Bell Canada – Clerical (Ontario & Quebec)**

### **ARTICLE 16 - TECHNOLOGICAL CHANGE**

**16.01** "Technological Change" in this Article means:

(a) the introduction by the Company into its business of equipment or material of a different nature or kind than that previously utilized by the Company in the operation of its business and

(b) a change in the manner in which the Company carries on the business that is directly related to the introduction of that equipment or material.

**16.02** The Company agrees to consult with the Union in order to assist employees whose terms and conditions of employment are affected by any technological change to adjust to the effects thereof.

**16.03** Whenever the Company proposes to effect a technological change that is likely to result in the termination of employment of 50 or more employees within the bargaining unit, it shall give notice of the technological change to the Union at least 120 days prior to the date of any such termination. The notice shall be in writing and shall state:

(a) the nature of the technological change

(b) the date upon which the Company proposes to effect the technological change

(c) the approximate number and type of employees likely to be affected by the technological change

(d) the locations where the technological change will have effect.

The Company further agrees to meet with the Union at the time such notice is given in an endeavour to reach agreement on an alternative to termination.

**16.04** Where within 12 months of the date on which the Company effected, in a location, a technological change for which notice is required under section 16.03, the Company requires a further reduction of the work force in that location as a result of the ongoing effects of that technological change, the provisions of sections 16.02 and 16.05 to 16.11 inclusive shall apply to the employees affected.

**16.05** In the event the Company and the Union are unable to reach agreement within 30 days of the Union being notified, in accordance with section 16.03, an affected employee may:

(a) elect to accept termination of service in accordance with section 16.08, or

(b) elect to invoke the lay-off provisions of section 11.09 and subsequent sections of Article 11.

**16.06** Whenever the Company proposes to effect a technological change the impact of which is less extensive than that described in section 16.03, the Company shall not resort to lay-off or part-timing of Full-Time employees, except with the agreement of the Union.

**16.07** All employees with six or more months net credited service shall not be subject to lay-off or termination due to technological change, but may elect termination in accordance with the provisions of section 16.08, as an alternative to being reassigned or transferred. For employees with less than six months of net credited service, any lay-off or recall resulting from technological change shall be made in accordance with the relevant provisions of Article 11, and termination allowance shall be paid, where applicable, in accordance with the provisions of section 16.08.

**16.08** (a) Termination allowances in amounts computed in accordance with subsection 16.08 (c) shall be paid to employees whose service is terminated by the Company and the termination is directly attributable to a technological change, unless:

(i) the employee is retiring on pension where the Company has been advised, in advance of the notification of technological change given pursuant to section 16.03, of his intention to retire on pension.

(ii) the employee is leaving the service at the compulsory retirement age and is eligible to a deferred annuity.

(b) Termination allowances will not be paid to employees who are dismissed for misconduct, or resign.

(c) The amount of termination allowance paid in accordance with this Article will be computed as follows:

#### Termination Allowance

Net Credited Service

Period Completed	But Less Than	No. of Weeks Pay
-	2 years	2
2 years	3 years	4
3 years	4 years	6
4 years	5 years	8
5 years	6 years	10
6 years	7 years	12
7 years	8 years	14
8 years	9 years	16
9 years	10 years	18
10 years	11 years	21
11 years	12 years	24
12 years	13 years	27
13 years	14 years	30
14 years	15 years	33
15 years	16 years	36

For each subsequent 6 month period:

16 years through 25 years	2
From 25 years	2 1/2

**16.09** If an employee with six months or more net credited service is transferred or reassigned as a result of technological change to a position or occupation different from the one immediately prior to the transfer and the basic rate of pay for the new position or occupation is lower, the employee so transferred will receive a "Transfer Indemnity" paid as a lump sum calculated on the basis of the differential between the rates of pay for a period of twelve months.

**16.10** If an employee is transferred to another locality as the result of technological change and in accordance with the definition of a transfer contained in Article 22 or paragraph (iv) of subsection 23.01 (a), the provisions of section 22.09 shall apply.

**16.11** (a) An annuity shall be available to an eligible employee who has been displaced from his job as a result of technological change and to whom the provisions of section 16.07 apply. Such an employee shall be eligible if the job displacement results in a termination of employment and the termination occurs to an employee who has 15 years or more of service and who is not eligible to a deferred annuity under the terms of the "Plan for Employees' Pensions, Disability Benefits and Death Benefits" as amended to 1 January 1975. The amount of the annuity payable to an employee shall be calculated in accordance with the formula used to determine the amount of a deferred annuity payable under the terms of the Plan and payable at the time provided in the Plan.

(b) An employee's entitlement to the annuity provided in subsection 16.11 (a) ceases where

(i) the employee becomes eligible to a deferred annuity under the Plan as a result of any applicable law now or hereafter enacted, or any change in the Plan, or

(ii) the employee, subsequent to his termination of employment, is reemployed by the Company and becomes eligible to another annuity as provided under the Plan.

**16.12** The Company and the Union agree that Sections 52, 54 and 55 of the Canada Labour Code shall not apply to the parties to this Agreement during its term.

## Bell Canada – Clerical (Ontario & Quebec)

### ARTICLE 19

#### TECHNOLOGICAL CHANGE

**19.01** The parties agree that they will continue the system of consultation in force since 1953 in order to assist employees affected by any technological change to adjust to the effects thereof and that, therefore, Sections 52, 54 and 55 of the Canada Labour Code shall not apply during the term of this Agreement.

## General Motors

Doc. No. 48

## **SKILLED TRADES**

### **II NEW TECHNOLOGY SKILLED TRADES**

#### **(a) NEW TECHNOLOGY - SKILLED TRADES**

The parties discussed concerns regarding the introduction of new technology in the plants and its impact on the Skilled Trades workforce. Recognition was given to the role of the Skilled Trades workforce and their contributions to the competitiveness of the Company. Recognition was also given to the need for a cooperative attitude toward technological progress on the part of all parties ensuring the Company's growth and its ability to compete effectively.

The Company understands the Union's legitimate concern that ongoing changes in technology may alter, modify, or otherwise change the job content and responsibilities of Skilled Trades employees at plant locations. The Company is interested in affording maximum opportunities for Skilled Trades employees to progress with advancing technology and, as a result, the Company shall make available appropriate specialized training programs so that Skilled Trades employees, including apprentices, will be capable of performing the new or changed work.

It is understood such programs will not preclude the establishment of short-term local training programs required to address individual or unique requirements. It is further agreed these actions do not limit, or in any way reduce, the authority or responsibility of either the Committee on Technological Progress or the local Joint Apprenticeship Committees.

Finally, the parties agreed that a cooperative attitude towards continued technological progress would be enhanced through the establishment of a regular communication forum that encourages open and meaningful dialogue between the parties. Accordingly, the Company agrees that matters concerning advancing technology and its implication for the Skilled Trades workforce are appropriate subject matter for the semi-annual review meetings held in accordance with the provisions of Section 1 (Planning) of Appendix "R".

It was also agreed that there may be matters concerning technological developments that have implications beyond a single plant facility and/or location. As such, it would be appropriate for these matters to be reviewed at a GM-CAW Master Skilled Trades Committee meeting. In this regard, the Union Chairperson of the Master Skilled Trades Committee will play a key role in identifying those local technological developments to be included on the GM-CAW Master Skilled Trades Committee meeting agenda.

Upon prior notification to Divisional Labour Relations, the GM CAW Skilled Trades Coordinator may participate in the Master Skilled Trades Committee meeting in a facilitator role.

The parties agree that a difference between them relating to the application, alleged violation or interpretation of the above provisions may be subject to the grievance procedure under the Master Agreement.

#### **Doc. No. 49**

#### **STATEMENT ON TECHNOLOGICAL PROGRESS**

During negotiations the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada) and its Locals No.222, No. 199, and No. 636, each respectively referred to in this Agreement as "Local Union" said "National Union CAW" and said "Local Unions" also referred jointly in this Agreement as "Union", has claimed that certain work which is performed at some plant locations where the Union is the certified bargaining representative of certain employees has been improperly assigned to non-represented employees of General Motors.

Certification of the Union by a Labour Relations Board as the Collective bargaining representative does not constitute an award of work. Such certification is only a determination that a majority of the employees in an appropriate unit have selected a particular union as their representative for purposes of collective bargaining. Such a determination by the Board does not fix the duties of work tasks of such employees nor does it determine job content; it is, however, based on a unit that is found appropriate because, among other things, it includes classifications of employees who, generally speaking, have a community of interest and perform related work functions.

In successive Master Agreements the parties have recognized that continuing improvement in the standard of living of the employees covered thereby depends upon technological progress, better tools, methods, processes and equipment as well as a cooperative attitude on the part of all parties in such progress.

The Company is mindful of the Union's concern regarding the scope and work content of job classifications of employees in the bargaining unit and how such may be affected by advancing technology. Accordingly, a GM-CAW Master Committee on Technological Progress, comprised of five representatives of the National Union CAW and five representatives of the Company, will be established. The Master Committee will meet monthly unless otherwise mutually agreed, or, within a reasonable period of time following the request of either the Company or Union members of the Master Committee, and will discuss the development of new technology at the Company level and its impact upon the scope of the bargaining unit. The Master Committee will also discuss other matters concerning advancing technology that may be referred to it by the Local New Technology Committee as well as claims of erosion of the bargaining unit.

Since the first Master Agreement of July 6, 1953, many necessary changes in methods and processes have had an impact upon the scope and work content of job classifications of both represented and non-represented employees.

Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union.

It is not the Company's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location. The Company recognizes that a mere novelty or the sophistication of new technology alone is not grounds for withdrawing work from represented employees. Similarly, the Company does not believe that the perimeters of the bargaining unit at a particular plant location should be expanded by the inclusion of employees in job classifications, the work content of which is inappropriate to the unit.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including the introduction of computers or other new or advanced technology will not serve to shift the work function from represented to non-represented employees.

In view of the Company's interest in affording maximum opportunity for employees to progress with advancing technology, the Company shall make available short-range, specialized training programs for those employees who have the qualifications to perform the new or changed work, where such programs are reasonable and practicable. Therefore, in the event the work performed by employees covered by the Master Agreement is altered as the result of technological changes so that additional short-range training may be required, the Company is willing to train such employees where practicable to enable them to perform such work.

What follows sets forth a means of resolving disputes concerning the particular problems occasioned by advancing technology. A Local New Technology Committee will be established at each plant location covered by the Master Agreement within thirty (30) days following the effective date of this Agreement. This Committee will consist of up to four (4) Union representatives, selected from among the members of the Shop Committee. The number of Union representatives on the Committee will in any event be limited by the size of the Shop Committee at plant locations with fewer than four (4) members of the Shop Committee. The Union membership of this Committee will include the Chairperson of the Shop Committee and a Shop Committee member who normally represents Skilled Trades employees at that location. Management will designate a comparable number of members of Management as members of the Local New Technology Committee at each location.

Where the initial introduction of a new or advanced technology at a plant location may cause a shift of work from represented to non-represented employees, affect the job responsibilities of represented employees or otherwise impact the scope of the bargaining unit, the Local New Technology Committee will meet and discuss the matter. Such discussion will take place as far in advance of implementation of such a technological change as is practicable.

The Local New Technology Committee will at that time discuss the extent to which such technological changes may affect the work performed by represented employees at the plant location involved. The Union members of the Local New Technology Committee and the National Union CAW will be provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). Comments by the Union members of the Local New Technology Committee concerning the information provided will be carefully evaluated by the Management members of the Committee in accordance with the Company's policy relative to the assignment of work which comes within the scope and content of that normally assigned to represented employees at the plant location.

The Local New Technology Committee members will be provided a list of the number of employees, by classification, thirty (30) days after the effective date of the Agreement which will be updated periodically.

Settlements made by the local parties concerning the assignment of work functions as between represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded to the National Union CAW and the Company and will be reviewed by the Master Committee on Technological Progress within thirty (30) days of the date of settlement. In the event either the Company or the National Union CAW does not approve the settlement following the review by the Master New Technology Committee, the subject matter in dispute will be referred to the Management-Shop Committee Step of the Grievance Procedure and processed in accordance with the applicable provisions of the Grievance Procedure.

#### **DOCUMENT 49 - ATTACHMENT A STATEMENT ON TECHNOLOGICAL PROGRESS**

With respect to existing grievances or grievances which may hereafter be filed involving the assignment of work functions as between represented and non-represented employees prior to September 14, 1979, the National Union CAW and the Company agree that such grievances will be resolved on the following basis:

1. Where a work function at a plant location preceded the certification of the Union, the work function will be assigned as it was assigned at the time of the certification, unless there has been a written agreement otherwise.

2. Where a work function was introduced at a plant location following the certification of the Union, the work function will be assigned as it was originally assigned, unless there has been a written agreement otherwise.

Grievances which allege the improper assignment of work tasks to non-represented employees involving work functions which were initially assigned at a plant location on or after September 14, 1979 will be resolved on their individual merits. To facilitate settlement of such grievances the Company and the National Union CAW are in agreement that the assignment of represented or non-represented employees depends upon the work function involved and not necessarily upon the work tasks required to accomplish such work function.

**DOCUMENT 49 - ATTACHMENT B  
STATEMENT ON TECHNOLOGICAL PROGRESS**

During these negotiations, the Union stated that additional explanation was needed to clarify circumstances under which notices should be provided as set forth in the Statement on Technological Progress. Accordingly, the parties agreed upon the following examples of situations where notification should be given:

- (a) The first introduction of a technology as compared to previously existing plant technology.
- (b) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.
- (c) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The parties also highlighted that the Master Agreement provides for the presentation of the notices to take place as far in advance of implementation of the technological change as is practicable. This is not only to enable the Local and Master New Technology Committees to discuss the impact such introduction of technology has on the bargaining unit, but also to discuss timely implementation of employee training to prepare them to perform their appropriate functions.

**Doc. No. 50  
PROCESS FOR REVIEW OF NEW TECHNOLOGY**

September 20, 2012  
Mr. Ken Lewenza  
President National Union CAW  
205 Placer Court  
North York, Ontario

Dear Mr. Lewenza:

During the current negotiations the parties discussed certain problems relative to the process for the new technology review which is anticipated in Document 49 "Statement on Technological Progress". The parties agreed that, although the current Agreement language is adequate in principle, an orderly procedure to review the effects of new technology is required.

In order to improve the communication of new technology being introduced into the Company's plants and the considerations of the impact of such introduction, the parties agreed that:

- The GM-CAW Master Committee on Technological Progress would consist of seven (7) representatives of both the Union and Company. Two of the Company representatives could be rotated, as necessary, to provide technical expertise in describing the subject technology and its effect on the members of the bargaining unit.
- Letters will be exchanged by the parties within sixty (60) days of the effective date of this Agreement, naming their respective members of the Committee. At the same time the parties will exchange the names of the members of the Local New Technology Committees at each of the Company's plants.
- The GM-CAW Master Committee on Technological Progress will meet as described in Document 49 to discuss new technology trends and activities at a Company level and the impact on the scope of the bargaining unit. These discussions would take place prior to the local level discussions. The Master Committee will also discuss other matters concerning advancing technology which may be referred to it by the local new technology committees. The Master Committee will be furnished with copies of the detail information described in points A., B., C. and D. below as provided locally.
- As described in Document 49, when the introduction of "a new or advanced technology at a plant location may":

- (1)** cause a shift of work from represented to non-represented employees,
- (2)** affect the job responsibilities of represented employees, or
- (3)** otherwise impact the scope of the bargaining unit, the Local New Technology Committee will meet and discuss the matter.

At meetings of these Local New Technology Committee, Company representatives will be present so that the details can be provided regarding the extent to which the technological change under discussion "may affect the work performed by represented employees at the plant location". Further, at such meetings the following will be provided:

- A.** a written description of the technology being contemplated,
- B.** a written description of the equipment being introduced,
- C.** the intended use of the equipment, and
- D.** the anticipated installation date(s) of the equipment.

Any settlement made by a Local New Technology Committee regarding the assignment of work functions between the represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded for review by the Master Committee on Technological Progress within thirty (30) days of the date of settlement.

It was further agreed that any work assignments which were implemented during the 1984 Agreement and, which are still under protest, will be forwarded to the Master Committee on Technological Progress for review as required by Document 49.

D. E. Wenner  
General Director, Labour Relations