

CUPE B.C.

Technological Change Manual

Technological Change . . .

Be Aware

Knowing can make a
difference!



Prepared by
The CUPE B.C. Technological Change Committee
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TABLE OF CONTENTS

Preamble	iii
Introduction	iv
1. Establishing a Local's Joint Technological Change Committee	1
A) Purpose and Structure of the Committee	1
B) Role of the Committee	1
C) Duties of the Committee	2
D) Checklist	3
2. Sample Technological Change Contract Language	4
3. Legislation	6
A) B.C. Employment Standards	6
B) B.C. Labour Relations Code	10
C) Canada Labour Code	11
4. Case Law	12
5. Bibliography	17
6. Workplace Technological Change Awareness Questionnaire	18

Preamble

Technological Change

Throughout this country, new technology has been and is being adopted both in government and in business. The scramble to implement the latest technologies, although largely driven by a need for global competitiveness is also a means to meet budget cutbacks.

It is the worker who often gets caught in this changing world. In far too many cases workers are left with little notification, few options and minimum opportunity for adequate comfortable adaptation. Improvements have been brought to the work site through the introduction of technological advancements, but so have job losses, de-skilling, health and safety hazards, increased workloads and stress. As a result, skepticism often precedes implementation of new technology.

Although change is inevitable, awareness of and contract language to deal with technological change are needed to ensure workers are treated fairly in an evolving work place.

Introduction

One of the fundamental concepts in Canadian labour relations theory is the "rights of management." The right to make decisions that often include technological change that may alter the organization and direction of the workplace belong exclusively to management. The only constraints upon this right are either legislated in the Employee Standards Act and the Labour Codes or those that are negotiated into the collective agreements.

There are three options that organized labour can use to protect the rights of the unionized worker. The first is to lobby government to amend labour relations statutes regarding technological change. The second is to negotiate stronger technological change articles into collective agreements. The third is to negotiate and establish a joint technological change committee to monitor change in the workplace.

Technological change is defined as:

1. the introduction by an employer into her/his work, undertaking or business of equipment or material of a different nature or kind than previously utilized by the Employer in the operation of the work, undertaking or business; and
2. a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material; and
3. a change in the manner, method, procedure or organizational structure by which the Employer carries out the work, undertaking or business not directly related to the introduction of material or equipment provided that such change is not brought about by:
 - a permanent decrease in the amount of work outside the control of the company; or
 - a normal reassignment of duties arising out of the nature of work in which the employee is engaged; or
 - a normal seasonal staff adjustment. An introduction of new ideas, skills and knowledge and the requisite training involved, must also be considered part of the underlying processes of technological change and dealt with in the same context.

Change in the workplace can improve methods of the operation and flow of the productivity from the labour force. If both Union and Management respond to the direction and the effects of the technological change through joint technological change committees, the effects of its implementation can be better monitored and managed. The establishment of such a committee through bargaining should contain a definition of technological change that is agreed upon by both parties.

In the formation of the committee, the union members must consider the following questions:

- What benefits do we want from technology?
- How can its detrimental effects be minimized?

- What strategies must be formulated to reach our goals in both areas?

It is critical to define technological change as broadly as possible to limit the employer's ability to ignore contractual obligations, because other provisions of a collective agreement will only be triggered by what constitutes a technological change.

Legislation and public policy such as the Employment Standards Act and the relevant labour codes determine the structure in which to bargain technological change issues. They also establish the minimum standards. Parallel and effective model language, implemented through the collective bargaining process, is required in the collective agreements to protect and promote the worker.

The Checklist (Page 3) serves as a useful guide which trade unionists can refer to in identifying the who, what, where, when, why and how of changes in the workplace. The survey will further emphasize the impact of technological change in the workplace to the membership.

Each union local has a unique set of variables that determine what terms of reference and what collective agreement language is most suitable to their particular circumstances. The recommendations we have presented in this document are general guidelines to protect workers against the harmful effects of technological change and to take advantage of the positive aspects.

1. ESTABLISHING A LOCAL'S JOINT TECHNOLOGICAL CHANGE COMMITTEE

A) PURPOSE AND STRUCTURE OF THE COMMITTEE

Purpose

To help minimize the negative effects and maximize the potential benefits of technological change in the workplace.

Structure

1. One (1) Employer representative and one (1) Union representative shall be designated as joint chairpersons and alternate in presiding over meetings.

2. A minimum of five (5) meetings will be held each year.

3. Joint Committee Representation:

- 3 Union Representatives
- 3 Management Representatives
- Alternates as necessary to assure full attendance

4. The minutes of the meeting:

Minutes shall be taken by a person appointed by the chair. One copy to be distributed to each member of the joint committee.

5. Union members will not suffer any loss of pay.

B) ROLE OF THE TECHNOLOGICAL CHANGE COMMITTEE

The purpose of the technological change committee is to help minimize the negative effects and maximize the potential benefits of technological change in the workplace.

Technological change committees can do this by:

1. Developing a policy statement which establishes guiding principles and recognizes conflicting effects and options, clarifies union objectives, ensures full union involvement, and establishes conditions for union support.

2. Developing a framework for collective bargaining that details the requirements for implementation of new technology which includes notice, consultation, information, negotiation and agreement.

3. Facilitating a program of workplace education and training programs on technology for workers and for the stewards and officers who must deal with technological change issues.
4. Advocating legislative reform which supports strong minimum standards and creates mechanisms such as training and retraining programs designed to ease adjustment problems for affected workers.
5. Encouraging and participating in union-management technological change committees that address the need and justification for proposed technological change; evaluation and selection of appropriate equipment or processes; and the implementation of the proposed change and its effects on employees.

C) DUTIES OF THE TECHNOLOGICAL CHANGE COMMITTEE

Information Gathering

- Make comparisons of the local's collective agreement provisions with Collective Agreements of other workers in all sectors.
- Obtain current provincial and federal legislation concerning technological change legislation.
- Survey the membership to determine technological change concerns or issues in the workplace.

Bargaining Proposals and Strategy

- Based on the information gathered, develop technological change bargaining proposals.
- Develop arguments for why each proposal should be incorporated into the collective agreement.
- Explain to the members how the proposals reflect their priorities and concerns.

Awareness and Education

- In conjunction with the CUPE BC Education Department, provide awareness and education in the form of courses, posters, and newsletters.
- If the Local has a web page, develop a technological change section or appropriate links to technological change areas that members can access.
- Ask CUPE Strong Communities to assist in developing an action plan on technological change issues.

D) CHECKLIST*

What is the impact on skill levels caused by changes in equipment, materials, or the system of work organization? How does this in turn affect wage levels? Training and education?

- Will the current skill requirements change?
- Any impact on entry-level requirements?
- Will increased skill requirements be matched by increased wages?
- What kind of training is required? Who decides what training is needed?
- Who has access to training? How will it be provided?
- Who designs the training?
- Who delivers it?

What is the impact on jobs and working conditions?

- Will there be increased or decreased decision-making responsibility?
- What new duties or advancement opportunities are there?
- Will workers receive the training they need for those new duties?
- Any changes in the required pace of work?

What is the impact on the Union?

- Is the number of jobs growing or shrinking?
- Are they in or out of the bargaining unit?
- Will workers become more or less critical to the work process?
- Will the Union and its members have greater or less control over how work is done?
- Will the changes bring new skills into the unit, or the reverse?
- How will workers be selected for training?
- Will the Union have a role in the design and delivery of training?
- How will jurisdictional issues between departments or bargaining units be handled?

What other concerns are identified?

- Will the changes increase or decrease the use of subcontracting?
- Are there health impacts - stress, repetitive motions, chemicals, awkward postures, eye or ear strain, etc.?
- Will changes affect workers' interaction - their ability to see and talk to one another?

* Changing Work - A Union Guide to Workplace Change - AFL-CIO Human Resources Development Institute, 1994, p.44

2. SAMPLE TECHNOLOGICAL CHANGE LANGUAGE

Definition of Technological Change

Technological Change includes the introduction by the Employer of a change in its work, undertaking or business or a change in its equipment or material or a change in the manner in which the Employer carries on its work undertaking or business related to the introduction of new or improved technology.

Advance notice and Disclosure

In the event the Employer plans technological change(s) or reorganization resulting from technological change, the Employer shall give the Union a minimum of six months written notice of such technological change.

Such notice shall state the following:

- The nature of the technological change or reorganization.
- The date on which the Employer proposes to effect the technological change or reorganization.
- The approximate number and classification of employees likely to be affected by the technological change or reorganization.
- The effect that the technological change or reorganization is likely to have on the terms and conditions and security of employment of the employees affected.
- The number of jobs and job classifications to be abolished and the number of new jobs and job classifications to be created by the proposed technological change or reorganization to the maximum extent that such information is then available.

Negotiation and Arbitration

Where the Employer has notified the Union of its intention to introduce any technological change or reorganization, the parties undertake to meet within the next thirty (30) days to hold constructive and meaningful consultation in an effort to reach agreement on solution to the problems arising from this intended change and on measures to be taken by the Employer to protect the employees from any adverse effects. The Employer and the Union agree to bargain in good faith on all aspects of the intended change(s).

Where the parties agree to appropriate solutions to the problems arising out of intended technological change, the solution shall be prepared as a Letter of Agreement or Understanding between the parties and such Letter(s) shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

Where the parties do not reach agreement within sixty (60) days after the date on which the Union has received notification from the Employer of its intention of introduction of a technological change or restructuring, and various matters, including compensation in the event of reduction, remain unresolved the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

Technological change shall not be introduced by the Employer until the matter is resolved by agreement or arbitration.

Job Income Protection

No employee shall be dismissed, or have his/her normal earnings or working hours reduced, as a result of technological change.

Retraining and Transfer

Any employee either voluntarily or compulsorily reassigned or reclassified as a result of these changes shall be provided with whatever amount of retraining he/she requires during his/her hours of work with full pay from the Employer and at no additional cost to the employee. Any employee unable to follow a retraining course shall maintain his/her classification, or its equivalent, in the bargaining unit.

When an employee is transferred permanently from one working place to another, he/she shall be entitled to a lump sum compensation of two hundred dollars (\$200) or four hundred dollars (\$400) according to the distance between his/her residence at the time of transfer and the distance to his/her new working place has increased by up to or more than 5 km respectively.

Severance Pay

Subject to the seniority provisions of this Agreement, employees who become permanently displaced as a result of the closing of a work site, or department, or as a consequence of technological change(s), shall be entitled to a severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled shall be:

5 to 6 years	12 weeks pay
7 to 9 years	16 weeks pay
10 to 14 years	25 weeks pay
15 or more years of service	48 weeks pay

All seniority rights will cease on payment of the severance allowance.

Technological Change Committee

The Employer and the Union shall establish a Joint Committee on Training and Skill Upgrading for planning training programs:

- for those employees affected by technological change;
- to enable employees to qualify for new positions being planned for future expansion or renovation;
- in the area of general skill upgrading;

Whenever necessary, this Committee shall seek the assistance of external training resources such as the Federal Human Resources Department, Provincial Department of Labour and/or recognized training institutions.

3. Legislation

B) B.C. Employment Standards Act

Part 8 -- Termination of Employment

Definition

62 In this Part, "week of layoff" means a week in which an employee earns less than 50% of the employee's weekly wages, at the regular wage, averaged over the previous 8 weeks.

Liability resulting from length of service

63 (1) After 3 consecutive months of employment, the employer becomes liable to pay an employee an amount equal to one week's wages as compensation for length of service.

(2) The employer's liability for compensation for length of service increases as follows:

(a) after 12 consecutive months of employment, to an amount equal to 2 weeks' wages;

(b) after 3 consecutive years of employment, to an amount equal to 3 weeks' wages plus one additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.

(3) The liability is deemed to be discharged if the employee

(a) is given written notice of termination as follows:

(i) one week's notice after 3 consecutive months of employment;

(ii) 2 weeks' notice after 12 consecutive months of employment;

(iii) 3 weeks' notice after 3 consecutive years of employment, plus one additional week for each additional year of employment, to a maximum of 8 weeks' notice;

(b) is given a combination of notice and money equivalent to the amount the employer is liable to pay, or

(c) terminates the employment, retires from employment, or is dismissed for just cause.

- (4) The amount the employer is liable to pay becomes payable on termination of the employment and is calculated by
 - (a) totaling all the employee's weekly wages, at the regular wage, during the last 8 weeks in which the employee worked normal or average hours of work,
 - (b) dividing the total by 8, and
 - (c) multiplying the result by the number of weeks' wages the employer is liable to pay.
- (5) For the purpose of determining the termination date, the employment of an employee who is laid off for more than a temporary layoff is deemed to have been terminated at the beginning of the layoff.

Group terminations

- 64 (1) If the employment of 50 or more employees at a single location is to be terminated within any 2 month period, the employer must give written notice of group termination to all of the following:
- (a) each employee who will be affected;
 - (b) a trade union certified to represent, or recognized by the employer as the bargaining agent of, any affected employees;
 - (c) the minister.
- (2) The notice of group termination must specify all of the following:
- (a) the number of employees who will be affected;
 - (b) the effective date or dates of the termination;
 - (c) the reasons for the termination.
- (3) The notice of group termination must be given as follows:
- (a) at least 8 weeks before the effective date of the first termination, if 50 to 100 employees will be affected;
 - (b) at least 12 weeks before the effective date of the first termination, if 101 to 300 employees will be affected;
 - (c) at least 16 weeks before the effective date of the first termination, if 301 or more employees will be affected.
- (4) If an employee is not given notice as required by this section, the employer must give the employee termination pay instead of the required notice or a combination of notice and termination pay.

- (5) If an employee is not covered by a collective agreement, the notice and termination pay requirements of this section are in addition to the employer's liability to the employee under section 63.
- (6) This section applies whether the employment is terminated by the employer or by operation of law.

Exceptions

65 (1) Sections 63 and 64 do not apply to an employee

- (a) employed under an arrangement by which
 - (i) the employer may request the employee to come to work at any time for a temporary period, and
 - (ii) the employee has the option of accepting or rejecting one or more of the temporary periods,
 - (b) employed for a definite term,
 - (c) employed for specific work to be completed in a period of up to 12 months,
 - (d) employed under an employment contract that is impossible to perform due to an unforeseeable event or circumstance other than receivership, action under section 427 of the Bank Act (Canada) or a proceeding under an insolvency Act,
 - (e) employed at a construction site by an employer whose principal business is construction, or
 - (f) who has been offered and has refused reasonable alternative employment by the employer.
- (2) If an employee who is employed for a definite term or specific work continues to be employed for at least 3 months after completing the definite term or specific work, the employment is
- (a) deemed not to be for a definite term or specific work, and
 - (b) deemed to have started at the beginning of the definite term or specific work.
- (3) Section 63 does not apply to
- (a) a teacher employed by a board of school trustees, or
 - (b) an employee covered by a collective agreement who
 - (i) is employed in a seasonal industry in which the practice is to lay off employees every year and to call them back to work,

- (ii) was notified on being hired by the employer that the employee might be laid off and called back to work, and
 - (iii) is laid off or terminated as a result of the normal seasonal reduction, suspension or closure of an operation.
- (4) Section 64 does not apply to an employee who
 - (a) is offered and refuses alternative work or employment made available to the employee through a seniority system,
 - (b) is laid off or terminated as a result of the normal seasonal reduction, suspension or closure of an operation, or
 - (c) is laid off and does not return to work within a reasonable time after being requested to do so by the employer.

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Adjustment plan

- 54. (1)** If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
- (a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
 - (b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
 - (ii) human resources planning and employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
 - (c) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
 - (d) Subsection (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act

Technological Change

DEFINITION OF "TECHNOLOGICAL CHANGE" - Application of sections 52, 54 and 55

- 51.[149(1),(2)](1)
- (a) In this section and sections 52 to 55, "technological change" means
 - (a) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously utilized by the employer in the operation of the work, undertaking or business; and
 - (b) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material
 - (2) Sections 52, 54 and 55 do not apply, in respect of a technological change, to an employer and a bargaining agent who are bound by a collective agreement where
 - (a) the employer has given to the bargaining unit a notice in writing of the technological change that is substantially in accordance with subsection 52(2),
 - (i) prior to the day on which the employer and the bargaining agent entered into the collective agreement, if the notice requiring the parties to commence collective bargaining for the purpose of entering into that collective agreement which was given pursuant to section 48, or
 - (ii) not later than the last day on which notice requiring the parties to commence collective bargaining for the purpose of entering into the collective agreement could have been given pursuant to subsection 49(1), if the notice was given under that subsection;
 - (b) the collective agreement contains provisions that specify procedures by which any matter that relate to terms and conditions or security of employment likely to be affected by a technological change may be negotiated and finally settled during the term of the agreement; or
 - (c) the collective agreement contains provisions that
 - (i) are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and
 - (ii) specify that sections 52, 54 and 55 do not apply, during the term of the collective agreement, to the employer and the bargaining agent. R.S., c. L-1, s.149; 1972, c. 18, s.1

Related provisions - Section 51: see s. 3(1) (definitions), ss. 48, 49 (notice to bargain), ss. 52-55 (technological change), s. 229(2) (application of ss. 214-226).

4. CASE LAW

S.52 ANNOTATED CANADA LABOUR CODE

Case Law

Section 51(1)

To establish the existence of "technological change", the provisions of ss.51(1)(a) and (b)[149(1)(a) and (b)] must both be satisfied; they must be read conjunctively *Manitoba Pool Elevators* (1985), 62 di 179 (Can. L.R.B.) (installation of computers into country pool elevators).

Section 51(1)(a)

Canadian Broadcasting Corp. (1988) 34 L.A.C. (3d) 140 (Can. (Picher Arb.), reversed (1989), 36 O.A.C. 343 (Div Ct.) (introduction of "new or modified equipment" resulted in the dislocation of employees, activated technological change clause in agreement); *British Columbia Telephone Co* (1992) 74 B.C.L.R. (2d) 191, D.L.R. (4th) (601, 20 B.C.A.C. 234, 35 W.A.C. 234 (C.A.) (plant closure resulting from economic forecast despite existence of technological change).

Section 51(1)(b)

In *Prince Rupert Grain Terminal Ltd.* (1984), 59 di 87, 85 C.L.L.C. 16,012, 9 C.L.R.B.R. (N.S.) 1, the employer proposed to shut down its existing grain terminal facility and perform all its storage and offloading activities at a nearby, newly opened, technologically advanced terminal facility, employing a much smaller number of employees. The Board found the employer's proposal to constitute a "technological change" in that it involved a transfer of functions from one facility to a fundamentally different facility, rather than a simple removal or phasing-out of operations altogether. Accordingly, the Union's certification and collective agreement extended to the new facility.

In *Cape Breton Development Corp.* (1985), 60 di 126, 85 C.L.L.C 16,026 (Can. L.R.B), the employer proposed to change the site at which certain coal production was banked for transshipment by rail, and consequently to use company-owned rather than contracted-out trucks for haulage to the banking site. The Board held that the substitution of company trucks for contractors' trucks did not constitute an introduction "into the business of the employer" of new equipment. As no significant change was to be effected in the manner of operation, the employer's proposal was not a "technological change" within the meaning of s.51(1) [149(1)]

NOTICE OF TECHNOLOGICAL CHANGE -Contents of notice - Details of proposed change - Regulations of Governor in Council

- 52. [150] (1) An employer who is bound by a collective agreement and who proposes to effect a technological change that is likely to affect the terms and conditions or security of employment of a significant number of his employees to whom the collective agreement applies shall give notice of the technological change to the bargaining agent bound by the collective agreement at least one hundred and twenty days prior to the date on which the technological change is to be effected.**

- (2) The notice referred to in subsection (1) shall be in writing and shall state
 - (a) the nature of the technological change;
 - (b) the date on which the employer proposes to effect the technological change;
 - (c) the approximate number and type of employees likely to be affected by the technological change;
 - (d) the effect that the technological change is likely to have on the terms and conditions or security of employment of the employees affected; and
 - (e) such other information as is required by the regulations made pursuant to the subsection (4).

- (3) An employer who has given notice under subsection (1) to a bargaining agent shall, on request from the bargaining agent, provide the bargaining agent with a statement in writing setting out
 - (a) a detailed description of the nature of the proposed technological change;
 - (b) the names of the employees who will initially be likely to be affected by the proposed technological change; and
 - (c) the rationale of the change.

- (4) The Governor in Council, on the recommendation of the Board, may make regulations
 - (a) specifying the number of employees or the method of determining the number of employees that shall, in respect of any federal work, undertaking or business, be deemed to be "significant" for the purposes of subsections (1) and 54(2); and
 - (b) requiring any information in addition to the information required by subsection (2) to be included in a notice of technological change. R.S., c. L-1, s.150; 1972, c. 18, s. 1; 1984, c.39, s. 29.

Related Provisions - Section 52; see s. 51 (definition of "technological change"), s. 53 (application for order respecting technological change). S. 54 (application for order to serve notice to bargain), s. 229(2) (application of ss. 214 - 216).

Section 52(1)

The Board, in interpreting s. 52(1) [150(1)], will not determine hard and fast rules to indicate what a "significant number" of employees means. Each case must be looked at on the facts germane to it. What is significant in one set of circumstances may not be in another: *Manitoba Pool Elevators* (1985), 62 di 179 (Can. L.R.B) (15 employees affected out of 398 bound by collective agreement not constituting significant number of employees).

S. 53

ANNOTATED CANADA LABOUR CODE

APPLICATION FOR ORDER RESPECTING TECHNOLOGICAL CHANGE - Order respecting technological change - Idem - Order deemed notice

53[151] (1) Where bargaining agent alleges that sections 52, 54 and 55 apply to an employer in respect of an alleged technological change and that the employer has failed to comply with section 52, the bargaining agent may, not later than thirty days after the bargaining agent became aware, or in the opinion of the Board ought to have become aware, of the failure of the employer to comply with section 52, apply to the Board for an order determining the matters so alleged.

Order respecting technological change

- (2) **On receipt of an application for an order determining the matters alleged under subsection (1) and after affording an opportunity for the parties to make representations, the Board may, by order, 1998, c. 26, s. 26 [Not in force at date of publication]**

 - (α) **determine that sections 52, 54 and 55 do not apply to the employer in respect of the alleged technological change; or**
 - (β) **determine that sections 52, 54 and 55 apply to the employer in respect of the alleged technological change and that the employer has failed to comply with section 52 in respect of the technological change.**
- (3) **The Board may, in any order made under paragraph (2)(b), or by order made after consultation with the parties pending the making of any order under subsection (2)**

 - (a) **direct the employer not to proceed with the technological change; or**
 - (b) **require the reinstatement of any employee displaced by the employer as a result of the technological change; and**
 - (c) **where an employee is reinstated pursuant to paragraph (b), require the employer to reimburse the employee for any loss suffered by the employee as a result of his displacement.**

- (4) **An order of the Board made under paragraph (2)(b) in respect of an employer is deemed to be a notice of technological change given by the employer pursuant to section 52, and the Board shall concurrently, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection 54(1), R.S., c. L-1, s. 151; 1972, c. 18, s. 1; 1984, c.39, s. 30.**

Related Provisions - Section 53: see s. 3(1) (definitions), s. 51 (definition of technological change), s. 52 (notice of technological change), s. 54 (application for order to serve notice to bargain), s. 55 (conditions precedent to technological change).

APPLICATION FOR ORDER TO SERVE NOTICE TO BARGAIN - Order to serve notice to bargain

- 54. [152] (1) Where a bargaining agent receives notice of a technological change pursuant to section 52, the bargaining agent may, in order to assist the employees affected by the change to adjust to the effects of the change, apply to the Board, within thirty days after the date on which it receives the notice, for an order granting leave to serve on the employer a notice to commence collective bargaining for the purpose of**
- (a) revising the existing provisions of the collective agreement by which they are bound that relate to terms and conditions or security of employment; or**
 - (b) including new provisions in the collective agreement that relate to terms and conditions of security of employment.**
- (2) Where the Board has received from a bargaining agent an application for an order under subsection (1), and it is satisfied that the technological change in respect of which the bargaining agent has received notice given pursuant to section 52 is likely, substantially and adversely, to affect the terms and conditions of security of employment of a significant number of employees to whom the collective agreement between the bargaining agent and the employer applies, the Board may, by order, grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining for the purpose referred to in subsection (1) R.S., c. L-1, s. 152; 1972, c. 18, 2. 1.**

Related Provisions - Section 54: see s. 3(1) (definitions), s. 51 (definition of "technological change"), s. 53 (application for order respecting technological change), s. 229(2) (application of ss. 214-226); **Section 54(1):** see s. 36(2) (substitution of trade union), s. 47(5) (application for leave to serve a notice to bargain collectively where portion of public service established as corporation), s. 49 (notice to bargain to renew, revise or enter into a new collective agreement), s. 55 (conditions precedent to technological change); **Section 54(2):** see s. 52(4) (regulations pertaining to notice of technological change).

Section 54(2)

- (a) The provisions of s. 54 [152], which permit a party to apply to the Board for an order allowing the service of notice on the other party to commence collective bargaining on new matters relating to technological change, cannot apply except where notice of technological change is given during the life of a collective agreement and its application is not otherwise excluded. The section does not contemplate parallel negotiations such as those which relate to technological change and those which do not. Accordingly, bargaining cannot result in a collective agreement which relates to the latter and continuing negotiations which relate to the former *Prince Rupert Grain Ltc.* (1986) 67 di 104 (Can. L.R.B) (notice of technological change given during time of bargaining).

CONDITIONS PRECEDENT TO TECHNOLOGICAL CHANGE

55. [153] Where a bargaining agent applies to the Board for an order under subsection 54(1), the employer in respect of whom the application is made shall not effect the technological change in respect of which the application is made until

- (a) **the Board has made an order refusing to grant leave to the bargaining agent to serve on the employer a notice to commence collective bargaining; or**
- (b) **the Board has made an order granting leave to the bargaining agent to serve on the employer a notice to commence collective bargaining and**
 - (i) **an agreement has been reached as a result of collective bargaining, or**
 - (ii) **the requirements of paragraphs 89(1)(a) to (d) have been met. R.S. c. L-1, s. 153; 1972, c. 18, s. 1.**

Related Provisions - *Section 55*: see s. 3(1) (definitions), s. 51 (definition of "technological change"), s. 53 (application for order respecting technological change), s. 54 (application for order to serve notice to bargain), s. 89(1)(a)-(d) (no strike or lockout until certain requirements met), s. 229(2) (application os 22. 214-226).

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WORK ORGANIZATION PRACTICES

Work organization practices can be any modification or change to the workplace or work practices.

5. Have you or your co-workers needed new skills to implement any of the following changes?

Please check: Yes, No, or Not Sure for each change your employer has implemented.

- | | | | | | | |
|--|--------------------------|-----|--------------------------|----|--------------------------|----------|
| A) Self-directed team or work team | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |
| B) Reorganizing work tasks or activities | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |
| C) Quality Assurance/Champions program | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |
| D) New machinery/equipment/computers | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |
| E) Time Management Systems | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |
| F) Other (please describe) _____ | <input type="checkbox"/> | YES | <input type="checkbox"/> | NO | <input type="checkbox"/> | NOT SURE |

6. Does your contract contain any of the following provisions regarding workplace change?

Check any of the following that apply.

- Definition of technological change
- Advance notification of upcoming technological changes
- Technological change committee
- Dispute resolution Negotiation/Arbitration
- Job protection from technological changes
- Job retraining and transfer
- Severance pay

7. Does your employer support any of the following

- Voluntary participation on committees, teams, etc.
- Union participation in forming committees, teams, etc.
- Provide resources and support for Union participation
- Employer funding of union-based
- Paid time off for training and committee/team work
- Support of contract and grievance procedure

TYPES OF TRAINING

<u>Basic Skills Training:</u>	Reading, writing, basic math
<u>Interpersonal Skills Training:</u>	Team building, negotiation, self-esteem/personal, career development, communication, listening, leadership, coaching, cultural diversity, sexual harassment.
<u>Thinking and Organizing Skills:</u>	Critical thinking, problem-solving, information management, time management, decision-making.
<u>Quality Improvement Training:</u>	Total Quality Management, customer service, customer satisfaction.
<u>Technical Skills Training:</u>	Computer skills, new or upgraded technology, computer-aided process technologies such as SPC, CAD/CAM, MPRS, MPR, just-in-time inventory, trade skills (electronics, machining), maintenance/repair skills
<u>Safety Training:</u>	Health & Safety training related to job or workplace.

8. What types of training were made available to the frontline workforce in your company/organization?
(circle the number that applies)

1 = Not Available; 2 = Offered Sometimes; 3 = Broadly/Regularly Available

A) Basic Skills	1	2	3
B) Interpersonal Skills	1	2	3
C) Thinking/Organizing Skills	1	2	3
D) Quality Improvement	1	2	3
E) Technical Skills Training	1	2	3
F) Safety Training	1	2	3
G) Other: _____	1	2	3

9. Thinking back on your experiences with technology and work organization, what kind of assistance, training and research would be most useful to your local union in developing the skills to address these Issues?

Check those that apply:

Technical Assistance

- Assessment
- Job Evaluation
- Picking a Consultant
- Developing Curriculum
- Needs Assessments
- Skills
- Work Organization
- Technology
- Strategic Planning
- Workbased Learning

Training

- Communication skills
- Meeting Skills
- Facilitation
- Work Teams
- Union Management
- Partnership Structures
- Multi-skilling
- Work Redesign
- Basic Skills
- Training Skills
- Collective Bargaining
- Alternative Compensation
- Strategic Planning

Resources

- Mentor Network
- Local Expertise
- Industry
- Financial
- Technology
- Newsletter on technology and Training Trends
- Technology Consultants

Additional comments
