union can resort to a strike if it cannot reach satisfactory agreement through negotiation with the employer. Whatever the merits or otherwise of the provisions of the Code in respect of the private sector, they would, if applied to the public sector, expand the opportunity for legal strike action and thereby increase the threat of deprivation of public services."

During the period in which representations were being made to your Committee on this subject by Mr. Finkelman, there was a dispute over technological change between the Treasury Board Secretariat and the Canadian Union of Postal Workers. The parties eventually agreed that any dispute arising out of the impact of technological change on employees in the bargaining unit during the term of the collective agreement would be dealt with by reference to a Special Arbitration Tribunal established by the Chairman of the Public Service Staff Relations Board. The award of the tribunal would be final and binding on the parties. The capacity of the employer to implement change is inhibited only by the prescribed period of notice. In effect, events overtook both the existing legislation and the work of your Committee.

Your Committee concluded that unless there is a capacity to establish duration dates that make sense in relation to the issues negotiated, the agreements or awards might well prove exercises in futility because they might lapse before their purposes were achieved. For example, we were advised that the conversion of manned lighthouses to automated lights is taking five years. While it may be desirable for the law to stipulate that these special agreements should be read and interpreted in the context of the operative collective agreement, except where their provisions conflict with or supersede a provision of the ordinary collective agreement, the parties or the arbitrator must have the capacity to establish an appropriate duration. However, we would also suggest that, if the law is to provide for "special agreements" of long duration in circumstances where that appears appropriate, it would probably need to provide as well for a "re-opener" mechanism, on application of one of the parties to the Board, to order renegotiation after a prescribed period of time where circumstances so warrant.

Another problem faced by your Committee involved the question of whether or not the employer should be relieved of the responsibility to give notice if, in the employer's judgment, the provisions of the collective agreement already provide appropriate protection. We conclude that the answer is "No". Notice should be provided in all cases of technological change, defined as we recommend. If adequate notice has been provided prior to or during negotiations, or if the employer asserts and the union agrees that no new or different forms of protection are needed to protect the particular situation, the matter could be disposed of without negotiation. However, in the absence of initial agreement on the matter, negotiations should take place and in the course of time would be followed by a special agreement or by impasse and arbitration. In our judgment, such an approach will provide a workable procedural link between protections provided in the ordinary collective agreement and additional or special protections which may be necessary to deal with a particular area of change.

With respect to the present involvement of the Public Service Commission in the area of technological change, and its existing jurisdiction over lay-off, recall and reassignment, the Finkelman proposals would transfer authority for lay-off from the Commission to the Treasury Board and permit lay-off to be bargained and arbitrated. However, recall (i.e. the placement of lay-offs in vacant positions) would be left to the Commission, subject to whatever preferences might be established by statute. The relationship between the Public Service Employment Act and the Public Service Staff Relations Act, in this matter, will form part of the review contemplated in Recommendations 1, 2 and 3.

In relation to long-term lay-off, the Finkelman recommendations are consistent with and constitute an inherent dimension of our recommendations. These recommendations are not applicable to temporary "off-duty" status where there is no loss of job security or need for reappointment. Your Committee supports the concept recognized by all parties in the various collective agreements of "entitlement to pay for services rendered".

Your Committee recommends:

42. That changes in technology, operations, organization or any other dimension of the structure or character of the employer's resources to provide service to the public be recognized as a prerogative of the employer.

43. That the employer be obliged to bargain the impact of adverse changes on employees which may occur as a consequence of the employer's actions referred to in Recommendation 42 above, including the advance notice of such changes and the details to accompany the notice.

44. That the Public Service Staff Relations Board have the authority and responsibility to provide for a mediator to assist the parties where there are differences.

45. That the Public Service Staff Relations Board be empowered to arbitrate or to establish an arbitration tribunal to arbitrate unresolved disputes arising out of negotiations undertaken to deal with technological change.

46. That resort to strike or lockout to resolve technological change disputes be prohibited.

47. That the statute prohibit the employer from laying off an employee during the period of notice recommended in Recommendation 43 above, and that the parties be empowered to negotiate, and the arbitrator to establish where relevant, the compensation to be paid to employees whose job security will be or has been adversely affected by the changes.

48. That any agreement reached or arbitration award made as a result of negotiations involving technological change be treated under the law as a "special agreement" (or award) superseding the provisions and term of the ordinary collective agreement entered into by the parties and operative for such period as may be prescribed in the special agreement or award.