IN THE MATTER OF AN ARBITRATION
PURSUANT TO
THE *LABOUR RELATIONS CODE OF B.C.*
R.S.B.C. 1996, c.244

BETWEEN:

Fraser Lake Sawmills - A Division of West Fraser Mills Ltd.
(the "Employer" or "Fraser Lake")

AND:

United Steelworkers, USW Local 1-2017
(the "Union")

(Yvan Laramee – Bumping/Technological Change Grievance)

ARBITRATOR:	Jessica A. Gregory
COUNSEL:	Donald Jordan, Q.C. for the Employer
	Sarbjit Deepak for the Union
HEARING:	September 25 & 26, 2018
DECISION:	November 28, 2018

Introduction

The parties agree that I am properly constituted as an arbitration board with jurisdiction to determine the matter in dispute. The parties are governed by a collective agreement between Fraser Lake Sawmills and United Steelworkers, USW Local 1-424 (as the Union was known prior to the change in local number from 1-424 to 1-2017) with a term of July 1, 2013 to June 30, 2018 [the "Collective Agreement"].

This matter involves the determination of whether Mr. Yvan Laramee, the Grievor is entitled to severance pay pursuant to Article XXIII *Technological Change,* Section 3: *Severance Pay* which reads:

> Employees discharged, laid off or displaced from their regular job because of mechanization, technological change or automation shall be entitled to severance pay of seven (7) days' pay for each year of service with the Company. The amount calculated under such entitlement shall not exceed a maximum of thirty (30) weeks' pay. This section shall not apply to employees covered by section 2(b) above.

Article XXIII Section 2(b) *Rate Adjustment* addresses a situation involving an employee who is sent back to a lower paid job; a situation not applicable to the present facts.

Evidence

The evidence in this matter constituted an Agreed Statement of Facts ["ASoF"] which the Union supplemented with *viva voce* evidence from the Grievor. The ASoF reads as follows:

1. The Grievor, Mr. Laramee, was born on February 26, 1961 and has a seniority date with the Employer of August 9, 1990. He bid on a job opening for a Cut in Two Operator in 2008 (see Document 2A at Tab 1).
2. Prior to August/September of 2017 part of the Employer's lumber flow involved cutting certain pieces of lumber into two pieces in order to yield a higher value. When a board was cut, one piece would be sent directly

to the sorter while the remaining piece was sent to the Offline Cut N' Two system (CN2) to be regraded, trimmed to size and piled and stacked. The Grievor, who held the position of Planer Grader/PET Product Line, (Documents 3G through J at Tab 4) manually graded boards sent to the CN2. After the boards were graded they would be moved to the dry chain area of the sawmill to be piled by hand or stacked by a stacker. The boards were pulled and stacked by the Dry Chain Stacker Attendant/Puller (Documents 3K to M at Tab 5).

3. The Grievor's job also required him, from time to time, to check the sizes of speciality product and perform length and squareness quality checks. In addition, he would, from time to time, assist the dry chain stacker/attendant/off bearer or dry chain puller and was obliged to have a good working knowledge of both job functions.
4. Document 7A at Tab 6 is a graphic representation of the lumber flow in the relevant area prior to August/September 2017. The jobs identified as "Grader 1" and "Grader 2" in document 7A at Tab 6 were performed by employees in the Planer Grader/LHG Check Grader job (Documents 3A to 3D) pursuant to employees whose bids are shown as Documents 3E and 3F at Tab 3.
5. In August/September of 2017 the Employer implemented a new Inline Cut N' Two system which utilizes smart bins for stacking and sorting. This allows both halves of lumber which have been cut in two to be sorted automatically. The Inline system utilizes Smart Bins. The new system allows for both halves of lumber which have been cut in two to be sorted in line. As a result of the implementation of the new Inline Cut N' Two system the Employer did not require that the lumber be hand piled and/or stacked. Document 7B at Tab 7 is a graphic representation of the lumber flow subsequent to the implementation of the Inline Cut N' Two system.
6. By letter dated March 3, 2017, the Employer provided notification to the Union pursuant to the Collective Agreement *Article XXIII – Technological*

Change provisions that "the Company intends to institute material changes in working methods in the Planer which will involve the discharge or laying off of employees." Further, the letter continued that "Any job loss, as a result of this upgrade will not occur prior to September 6, 2017." The letter referred to the "Planer Cut in Two" as set out in the subject line of the letter. (Attached as document 8 at Tab 8)

7. As the tasks of the Stacker/Dryer Chain employees were now incorporated into the new Smart Bins the employees in those positions were entitled to the benefit of Article XXIII of the Collective Agreement. The Collective Agreement is referred to as document 1.
8. Pursuant to Article XXIII of the Collective Agreement, the Grievor opted for severance under the Technological Change provisions and the Employer denied the request arguing that there is no Technological Change affecting the Grievor. The Grievor bumped David Williams, a junior employee, for the Planer Grader/LHG Check Grader job in or about September 2017 after the Grievor's job was eliminated.
9. The Union filed a grievance claiming that the Employer should have provided the Grievor, Yvan Laramee, the option for severance as required by the Grievor and as set out in Article XXIII of the Collective Agreement.
10. Documents 9 and 10 at Tabs 9 and 10 are "Safe Work Procedure" documents for the Cut In Two – Lumber Grader and Upper Lumber Grader, respectively.
11. The positions of Planer Grader/PET Production Line and Planer Grader/LHG Check Grader were, and are, paid the same wage rate.
12. The issue for the Arbitrator at this hearing is to determine whether the Grievor should have been provided severance pursuant to the technological change options in Article XXIII of the Collective Agreement as requested.
13. Either party may call witnesses to give evidence that is not inconsistent with this Agreed Statement of Facts.

14. Nothing in this Agreed Statement of Facts shall limit the ability of either party to argue issues of relevance relating to the facts herein.
15. The parties agreed that the documents referred to in this Agreed Statement of Facts (documents 1 through 10) shall be admitted into evidence for the truth of their contents.

Viva Voce Testimony

In addition to the ASoF, the Union supplemented its evidence with *viva voce* testimony from the Grievor.

The Grievor explained that he has a grading ticket and had originally successfully bid into the Planer Grader/PET Production Line position in 2008. He identified and reviewed the *BC Interior Sawmill and Poleyard Job Evaluation Plan Job Study Records for the Planer Grader/LHG Check Grader; the BC Interior Sawmill and Poleyard Job Evaluation Plan Job Study Records for the Planer Grader/PET Product Line* (both revised August 14, 2012) and the *Safe Work Procedure* document for the Cut In Two Lumber Grader position (a document he helped to create when he was on the Safety Committee).

The Grievor agreed that the *Job Study Record* document for the Planer Grader/PET Production Line position was an accurate reflection of the work. He explained that during the shift he would visually and manually examine the boards, flipping the boards for further examination as necessary then marking the appropriate grade on the board with a crayon. As per the *Job Study Record*, if he determined the board was suitable for high-line lumber he would divert it to the PET trimmer to become PET 2336mm specialty product.

If the Grievor did not transfer the board to the PET trimmer, he could drop it down to the dry chain. Once the dry chain was full, it was necessary to manually pile the boards onto a cart to be banded using an air bander. Once the cart was full, it would be pushed away using a forklift. Although this work (manually piling the boards on the cart, using the air bander and moving full carts) was performed by other employees, the Grievor testified that he assisted

them, moving approximately 9-10 of the dry chain loads per day. He further stated that when a new employee started in the dry chain, the supervisor would ask the Grievor to assist with training (including training on the stacker and the hand bander).

The Grievor explained that another aspect of his original job involved Planer Throw Out ("PTO"). If he encountered PTO he would divert it (by way of a belt) so it would drop down to a table. Often, the PTO would not fall properly and he would need to fix it. He would pile the PTO so it could be banded and sent out. He estimates that he piled approximately 16-17 loads of PTO per shift.

The Grievor pointed to the *Safe Work Procedure* for the Planer Grader/PET Production line document, and highlighted the statement (under the heading "Tools") indicating that he also must "operate the stacker and pile lumber as required." In total, the Grievor testified that these dry chain and lumber piling duties occupied 30% of this time on every shift.

The Grievor stated that the old system has now been completely dismantled. He then outlined the aspects of the new Planer Grader/LHG Check Grader job. The Grievor explained that, generally speaking, pre-graded boards move along the planer line from the LHG. Those pre-graded boards (sprayed on each end by the LHG with food colouring sprays) are visually and if necessary, manually, inspected for accuracy by a grader. If a revised grade is required the grader marks the board with a crayon. The Grievor testified that he reviews 100% of the boards, re-grading about 10-15% on average. If jams occur on the line, the Grievor fixes them. After being graded, the boards move to the sorter and smart bins. Due to the new automated stackers, hand stacking is no longer required.

The Grievor testified that he was called to the office in August/September 2017 and asked to identify the employee he wished to bump. He asked for severance pay but his request was declined. In his view, no true bumping options were available because he did not want to move to a lower paying job. Ultimately, he

bumped Mr. Williams and moved to the Planer/Grader LHG Check Grader job. He filed a grievance challenging the denial of severance pay.

In cross examination the Grievor acknowledged that the *Job Study Records* were created for the purpose of establishing a wage rate for each job and further agreed that both the Planer Grader/PET Product Line position and the Planer Grader/LHG Check Grader positions are paid at the same wage rate. He further acknowledged that grading was the main function of both positions. The Grievor explained that in his original PET Product Line position he would also assist others in the area with their work but acknowledged that the dry chain work was primarily the responsibility of other employees such as the Dry Chain Stacker Attendant/Puller. The Grievor agreed that in both his original PET Product Line position and his new position, the lumber came from the LHG as pre-graded (although not all boards were sprayed under the old system since they were cut in half) and he was responsible to determine the proper grade for each piece.

The Positions of the Parties

The Positions of the Union

The Union argues that the Grievor is entitled to receive severance pay pursuant to Article XXIII Section 3 because he met the legal requirements when his posted and regular position was eliminated due to technological change.

The Union argues that technological change has been established by Fraser Lake's March 3, 2017 letter providing "Notice of Technological Change" which advised the Union of "material changes in working methods in the Planer which will involve the discharge or laying off of employees," specifically, the implementation of the new Inline Cut In Two System. The Union argues that this significant change led to the elimination of the Planer Grader/PET Product Line position, the Grievor's regular and posted position since 2008, and, as a

result, he was forced to bump into the Planer Grader/LHG Check Grader position. These facts, according to counsel, are beyond dispute.

The Union further submits that when the Planer Grader/PET Product Line position was eliminated the Grievor was displaced for the purposes of entitlement to severance pay under the stand-alone language of Article XXIII Section 3 because job elimination is the only criteria required to meet the definition of displaced as determined by Industry Interpreter Lysyk in *Forest Industrial Relations Ltd. and International Woodworkers of America (Coast Master Agreement) [1997] BCCAAA No. 118* [the "*Lysyk Interpretation*"].

The Union argues that the elimination of the Grievor's job is further established by the evidence of the Grievor which demonstrates that the Planer Grader/LHG Check Grader position is a distinct job from the Planer Grader/PET Product Line position on the following bases:

a) previously, the Grievor manually marked and graded 100% of the boards with a crayon whereas he now only grades visually, marking only about 15% of the boards (depending on quality) with a crayon.
b) previously, the Grievor would check lumber sizes, perform quality (length and squareness) checks every 15 minutes (sometimes redirecting lumber to a lower conveyor network) in addition to operating other equipment (such as the stacker, chop saw and forklift). Currently, since the dry chain has been eliminated, the Grievor does not operate equipment beyond the Grader #2 control panel;
c) previously, for 30% of this time the Grievor would assist or work independently in dry chain area. In a day he piled 9-10 loads by hand off the dry chain. He also operated the stacker, strapped loads or moved loads with a forklift. Since the dry chain has now been eliminated, the Grievor grades 100% of the time working in conjunction with automatic (machine) grading;

d) previously, the Grievor would pull and load PTO. He moved about 16-17 loads of PTO by forklift per shift.

In support of these distinctions, the Union also relies on the *BC Interior Sawmill and Poleyard Job Evaluation Plan Job Study Records for the Planer Grader/LHG Check Grader and the BC Interior Sawmill and Poleyard Job Evaluation Plan Job Study Records for the Planer Grader/PET Product Line* [the *"Job Study Records"]*. The Union argues that these documents demonstrate significant differences between the Grievor's original Planer Grader/PET Product Line position and his new Planer Grader/LHG Check Grader position such that there cannot be any doubt the Grievor's position has been eliminated and having met the requirement for displacement established by the *Lysyk Interpretation*, he is entitled to severance pay.

The Union also directs me a series of decisions from Skeena Sawmills which support its claim: *Skeena Sawmills v. International Woodworkers of America, Local 1-71 (Cion Grievance) [1984] B.C.C.A.A.A. No. 432 (Vickers); Skeena Sawmills (Re), [1984] B.C.L.R.B.D. No. 458*; and, *Skeena Sawmills v. International Woodworkers of America, Local 1-71 (Cion Grievance)* [*1985] B.C.C.A.A.A. No. 232 (Vickers)* [the "*Skeena Sawmill Decisions*"]. The Union argues those decisions support its position that once the Grievor's job was eliminated his right to severance pay was triggered regardless of whether he was sent to a lower paying job; a conclusion counsel submits is consistent with Article XXIII Section 2.

The Union also relies on *Coastline Forestry Group Inc. v. United Steelworkers, Local 1-1937 (Technological Change Grievance) [2018] B.C.C.A.A.A. No. 59 (Saunders)*, a decision involving the same collective agreement. The Union submits *Coastline, supra*, established that the operative test requires an examination of the facts to determine whether an employer instituted changes in working methods or facilities that led to the discharge or lay off of employees. Counsel submits that particular issue not in dispute in the current

matter where notice of technological change was given by Fraser Lake and the implementation of the new Inline Cut In Two system led to the layoff of Stacker and Dry Chain employees and the elimination of the Grievor's Planer Grader/PET Product line job.

In response to the Employer's arguments, the Union submits that decisions based on different collective agreements (such as the Southern Interior Master Agreement or Coast Master Agreement) are not binding on me in this determination. Counsel points to the decision in *Federated Cooperatives Limited and IWA-Canada, Local 1-417 [1997] BCCAAA No. 758 (Munroe),* and argues that I should decline to accept the expanded requirement for displacement outlined in *Forest Industrial Relations Ltd. and International Woodworkers of America* (*Coast Master Agreement) [1983] BCCAAA No. 427 (MacKoff)* [the "*MacKoff Interpretation*"].

The Union submits I should also decline to rely on the subsequent decision in *Galloway Lumber Company Ltd. and Industrial Wood and Allied Workers Union of Canada, Local 1-405 (2004) BCCAAA No. 9 (Kinzie),* and related decisions since, in the Union's view, *Galloway Lumber, supra,* was wrongly decided.

In summary, the Union argues that under the appropriate criteria as established in the *Lysyk Interpretation*, the evidence establishes that the Grievor has been displaced as a result of a change in working methods or facilities caused by technological change because but for the implementation of the new Inline Cut In Two system, the Grievor's job would not have been eliminated. The fact that he bumped into a new position is immaterial to his entitlement which was triggered once his original position was eliminated.

For these reasons, the Union strongly submits that under the current circumstances the grievance should be upheld and the Employer should be ordered to pay severance pay to the Grievor pursuant to Article XXIII Section 3 of the Collective Agreement.

The Positions of the Employer

The Employer argues that the language in the current CA is similar to the technological change language in the Southern Interior Master Agreement, the Coast Master Agreement and the CONIFER Agreement and therefore, those prior determinations should be persuasive. The Employer argues that two decisions of the Industry Interpreters are routinely referenced in addressing issues involving technological change including, specifically, the interpretation of the term "displaced" under the Master agreements. Under the *Lysyk Interpretation* an employee is displaced (for the purposes of access to severance pay) if the employee's job has been eliminated as a result of technological change. The *MacKoff Interpretation* held that two criteria were required for an employee to be displaced for the purposes of accessing severance pay: elimination of an employee's job as a result of technological change plus either a job loss or job reduction. A job reduction (or job diminution) has been interpreted to mean that the employee was forced to take a lower paying job.

Counsel argues that both Interpretations of the term displaced were reconciled in *Federated Cooperatives, supra,* in favour of the dual criteria requirement outlined in the *MacKoff Interpretation*. The conclusion was further reinforced in *Galloway Lumber, supra,* in which Arbitrator Kinzie reviewed prior awards and ultimately accepted the *MacKoff Interpretation's* requirement for both criteria to be present in order for the employee to have been displaced for the purposes of access to severance pay under the relevant provision. This conclusion was echoed in *Canadian Forest Products Ltd.(Polar and Prince George Sawmill Divisions) and United Steelworkers, Local 1-424 [2015] BCCAAA No. 118 (Kinzie).* The Employer submits that the requirements are now well-established such that the Union must demonstrate that the Grievor met both criteria in order to substantiate his claim for severance pay. It cannot do so.

In further support of its position, the Employer relies on *Forest Industrial Relations Limited and International Woodworkers of America (Master Agreement)*

(April 16, 1973); an interpretation in which Mr. Justice Hinkson, as Industry Interpreter, concluded that an employee who had been displaced but had exercised his right to bump was not entitled to severance pay for technological change [the "*Hinkson Interpretation*"]. Mr. Justice Hinkson concluded that the language of the severance pay provision applied only to the employee directly affected (i.e. by being sent back to a lower paying job) and not to other employees who are indirectly affected (i.e. those employees bumped by directly affected employees with greater seniority). Applying this conclusion to the current circumstances, the Employer states that while the Dry Chain Stacker/Pilers were directly affected any affect on the Grievor was, at most, indirect.

In order to qualify for severance pay under the technological change provisions, the Employer maintains that the Grievor must have both lost his job as a result of technological change and suffered job loss or diminution as result. Neither of these conditions has been met since the Grievor was a Grader and remains a Grader with the same wage rate and working ostensibly in the same location. He has not lost his employment or been sent to a lower paying position. He is simply performing grading duties in a different location within the Mill.

The Employer further relies on *MacMillan Bloedel Limited and International Woodworkers of America, Local 1-217 [1983] BCCAAA No. 120 (Bird); Pacific Forest Products Ltd., Ladysmith Sawmill and I.W.A. Canada, Local 1-80 [1994] BCCAAA No. 18 (Albertini); Canadian Forest Products (North Central Plywoods) and Pulp, Paper and Woodworkers of Canada, Local No. 25 [2004] BCCAAA No. 191 (McConchie);* and, *Northstar Lumber, A Division of West Fraser Mills Ltd. and United Steelworkers of America, Local 1-424 (unreported June 20, 2006)(Larson); Naniamo Regional Hospital BCLRB No. 67/78;* and, *West Fraser Mills Ltd. (100 Mile House Lumber Division) [2016] BCCAAA 91 (McPhillips).*

The Employer submits that the Union is misinterpreting or misapplying the relevant jurisprudence and urges me to remain within the presumptive

framework as described in *Federated Co-operatives, supra*. Severance pay is not available to employees such as the Grievor who are consequentially rather than directly affected since such a result would be overly broad, contrary to the intentions of the parties and the Hinkson Interpretation. Since the Grievor remains a Grader and was neither displaced nor set back to a lower rated job, the Employer submits that the requirements for severance pursuant to Article XXIII have not been met and the grievance must be dismissed.

Decision

In order to access severance pay under Article XXIII Section 3 an employee must be discharged, laid off or displaced from the employee's regular job because of mechanization, technological change or automation. In the current matter, both parties accept that technological change has occurred at Fraser Lake as a result of the capital upgrade in the Planer such that the Stacker Dry Chain jobs and the Grievor's Planer Grader/PET Product Line position were eliminated. The fact that the Grievor bumped into the Planer Grader/LHG Check Grader position is also not in dispute.

Arguments in the current matter centered on the question of whether the Grievor had been displaced from his regular job. Two Industry Interpreters have directly addressed the meaning of the term displaced. According to the *Lysyk Interpretation*, an employee was displaced when "the employee was removed from his position as a result of its elimination due to technological change." The *MacKoff Interpretation* established a dual-criteria requirement: elimination from the existing position as a result of technological change as well as either a loss of job or a job reduction (i.e. being forced to take a lower paying job).

Interpretive clarification was subsequently provided, first, in *Federative Co-operatives, supra,* then in both *Galloway Lumber, supra,* and *Canadian Forest Products (Polar and Prince George), supra*. In *Federative Co-operatives, supra,* Arbitrator Munroe concluded that due to similarities in language,

interpretations for the various Master Agreements (such as the Coast Master Agreement and Southern Interior Master Agreement) are generally accepted as providing authoritative guidance for other Master Agreements despite not being technically binding. He cautions that absent compelling circumstances it would be unwise and disruptive not to follow an interpretation of parallel Master agreement.

In *Federative Co-operatives, supra,* the union argued "that severance pay under Article XX is an option available to all employees who find themselves no longer holding a particular job because of the introduction of technological change" and submitted that an employer "cannot avoid the obligation to make the severance payment by saying there is another job available…" Arbitrator Munroe rejected the Union's broad severance pay claim for employees who had lost a particular job but remained employed and, following a review of the *Lysyk and MacKoff Interpretations*, concluded that both job elimination due to technological change plus either job loss or job diminution were required to gain access to severance pay under the relevant provision. I do not agree with the Union that *Galloway Lumber, supra,* was wrongly decided. It is on point and applicable to the current matter. I further note that the dual criteria requirement is also found in the final and conclusive determination of Arbitrator Vickers in the *Skeena Sawmill Decisions* relied on by the Union.

Therefore, within this presumptive legal framework, I conclude that in order for the Grievor to be displaced for the purpose of accessing severance pay (pursuant to Article XXIII Section 3) the technological change at Fraser Lake must have caused both the elimination of his position and a job loss or job diminution. This dual criteria requirement echoes the conclusion in the *MacKoff's Interpretation* that there was "no doubt" that the purpose of the technological change provision is "to protect employees from detrimental effects cause by mechanization, technological change or automation" such that the term displaced must be read to involve a loss in order to be *ejusdem generis* (of the same kind) as the terms: discharged and laid off.

Coastline Forestry, supra, relied on by the Union is distinguishable since it was specifically stated that evidence did not "permit serious debate that the introduction of the tethering systems is connected to the layoff of the employer's two hand-fallers" and the "…dispute is focused on whether the machines constitute a change in "working methods.'" In contrast, in the current matter, Fraser Lake provided notice of technological change (on March 3, 2017) and the dispute is focused on the impact on the Grievor.

Turning to the evidence in the current matter, the Grievor provided clear and forthright testimony outlining his background and significant work experience. He has worked for the Employer since August 9, 1990 and held a Planer Grader/PET Product line position (previously referenced as a Cut in Two Operator) since 2008. He performed primarily grading duties but also assisted in the stacker/dry chain area approximately 30% of the time. There is no doubt that the Planer Grader/PET Product line position required frequent manual grading work. The Grievor marked the lumber with a crayon and, at times, handle or flip the lumber to determine its grade. It was an active job that also involved assisting in the stacker/dry chain area by: pulling and loading PTO, operating the stacker, strapping loads and moving loads by forklift.

When Fraser Lake provided notice on March 3, 2017 of its intention to institute material changes in working methods in the planer that would involve the discharge or lay off of employees, the notice signalled the end of the existing Offline Cut in Two system in the Planer and the implementation of a new Inline Cut In Two system. This new system directly affected positions in the dry chain area because smart bins eliminated the stacker and dry chain area positions (such as the Dry Chain Stacker Attendant/Puller) since there was no longer any need for boards to be pulled and stacked.

Having reviewed the ASoF and the Grievor's testimony and the *Hinkson Interpretation,* I have concluded that the Grievor was not directly affected. Although he assisted with work in the stacker/dry chain area, it occupied only

30% of his work day. Employers are permitted to eliminate duties and redistribute duties (see: *MacMillan Bloedel, supra; Pacific Forest Products, supra; and Canadian Forest Products (North Central Plywoods), supra).* Both before and after the technological change, grading remained the primary focus of the Grievor's position.

In other words, the introduction of the Inline Cut In Two system did not alter the fundamental nature of the Grievor's primary responsibilities: as a Planer Grader/PET Product Line the Grievor was a grader and under the new system he remains a grader albeit a Planer Grader/LHG Check Grader.

Not only does the Grievor still utilize his grading skills to verify the accuracy of the LHG grade but the *Job Study Record for the Planer Grader/LHG Check Grader* indicates that the Grievor still "manually applies lumber grade rules to dimension lumber during periods of time when LHG grading is unavailable." The change to his grading role is primarily in the method of grading: it is less physical (previously marking of 100% of the pre-graded lumber) and more visual (observing sprayed grades and re-marking a small percentage).

Both positions require him to use his grading knowledge and experience for assessment (and correction) of automated LHG grading. The nature of his work remains unchanged, a fact further evidenced by the identical classification of both positions at level 19 of the wage scale. In addition, he is performing the work in a similar area of the Planer.

In summary, the Grievor has not been displaced as a result of technological change. Although when the Offline Cut In Two system was dismantled the Grievor's Planer Grader/PET Product Line position was eliminated, he bumped into his current Planer Grader/LHG Check Grader position without any job loss or reduction in pay.

The Planer Grader/LHG Check Grader position is paid at the same rate as his previous Planer Grader/PET Product Line position (both are Grade 19 position

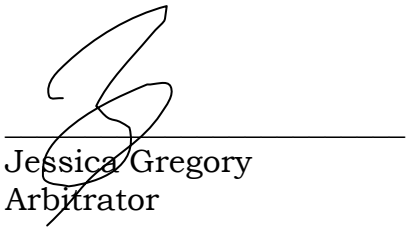
within the Article XXVII Sawmill Job Evaluation Plan). Therefore, he did not suffer any job loss or diminution. He has retained not only his employment but his classification and rate of pay in a role that arguably makes better use of his considerable grading knowledge, experience and expertise.

In summary, I have concluded that the Grievor has not met the dual criteria requirement as outlined in the relevant jurisprudence because he has not suffered a job loss or diminution. Therefore, he is not entitled to severance pay pursuant to Article XXIII Section 3 of the Collective Agreement.

The grievance is dismissed.

It is so ordered.

Dated at Vancouver, B.C., on Tuesday this 28th day of November, 2018:



Jessica Gregory
Arbitrator