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innovative alternatives in an effort to modify the planned decision or the employee impact associated therein.”⁴

[11] On the evidence, I find that the two provisions set out above were intended to become effective immediately. The two provisions were extremely important to the CAW because the provisions provided at least some comfort and assurance that it would have advance notice of any plant closures and the opportunity to have input and discussions to “explore other innovative alternatives in an effort to modify the planned decision or the employee impact associated therein.” However, after any such discussions, the ultimate decision-making power to close any plants remained with the employer.

[12] Ms. Ollila testified that she was not involved in the Oshawa truck plant closure decision. Ms. Ollila testified that she only became aware of the decision on June 1, 2008. Ms. Ollila’s evidence on these points was unchallenged and I accept it.

[13] GM Corp is one of the world’s largest corporations. Both it and GM Canada employ very qualified and sophisticated persons with expertise in financial and other business areas. Important business data, information, and knowledge would not escape these people. They would have observed or known of the truck market’s dire straits as such conditions were developing for some time before June 1, 2008. Further, in the absence of an emergency (and in my view there was insufficient evidence for me to find such an emergency in this case), the decision to close a large plant would not be lightly or quickly made. Knowing the dire straits of the truck market, for some time before June 1, 2008, these sophisticated business people would have considered the possibility that the Oshawa truck plant might have to be closed. Coupling that with the June 1, 2008 announcement, I find that for some time before that date, there were persons at GM Corp who knew that the Oshawa truck plant closure announcement was imminent.

[14] By advising CAW only one day before announcing the Oshawa truck plant closing, GM Canada breached the advance notice and discussion requirements of the May 15, 2008 agreement.

[15] Based on Ms. Ollila’s evidence and all of the provisions of the May 15, 2008 agreement, I find that, at all relevant times, both GM Canada and GM Corp were aware of the importance to the CAW of the continuation of production at the Oshawa truck plant and the advance notice and discussion provisions of the agreement.

[16] In all of these circumstances, I find that GM Corp engaged in almost deceitful business practice by allowing GM Canada’s lead negotiators to agree to the advance notice and discussion clauses in the May 15, 2008 agreement at a time when the truck business was in dire straits and when GM Corp should have been at least aware of the possibility that plants, possibly including the Oshawa truck plant, might have to be closed. The advance notice and discussion clauses were part of the package that caused the CAW to make concessions that led to the May 15, 2008 agreement. If any of the GM Canada negotiators knew the truck market information

⁴ *Ibid.* at 20.