Labour Relations Board
Saskatchewan

SASKATCHEWAN JOINT BOARD, RETAIL, WHOLESALE AND DEPARTMENT STORE UNION, Applicant v. 617400 SASKATCHEWAN LIMITED operating as SOBEYS, Respondent

LRB File No. 216-05; May 17, 2006
Chairperson, Angela Zborosky; Members: Kendra Cruson and Hugh Wagner

For the Applicant: Larry Kowalchuk
For the Respondent: Brian Kenny

Practice and procedure - Interested Party – Board reviews statutory provisions and case law relating to interested party status – Where employer asks that insurer be given notice of proceeding and insurer has direct interest in outcome of proceeding, procedural fairness dictates that insurer be given notice of proceeding and opportunity to fully participate therein – Issues of whether Board has jurisdiction over insurer, whether liability can attach to insurer and whether Board can make remedial order against insurer not relevant at this stage of proceeding.

***The Trade Union Act*, ss. 19(3)(a), 11(1)(l) and 47.**

REASONS FOR DECISION

Background:

[1] By Order of the Board dated September 22, 1999, Saskatchewan Joint Board, Retail, Wholesale and Department Store Union (the "Union") was designated as the certified bargaining agent for a unit of all employees of 617400 Saskatchewan Limited, operating as Sobeys in Regina, Saskatchewan (the "Employer"). The Employer operates a grocery store located in Regina, Saskatchewan. The Union commenced a general strike constituting a complete withdrawal of all services on September 11, 2005. The strike was still in progress as of the date of the hearing.

[2] In the present application, the Union alleges that the Employer is guilty of an unfair labour practice under ss. 11(1)(l) and 47 of *The Trade Union Act*, R.S.S. 1978, c. T-17 (as amended) (the "*Act*"). The Union claims that the Employer failed to accept payments made by the Union to the Employer to cover the cost of certain benefit plans selected by certain employees during the period of the strike and denied the employees

the ability to maintain membership in certain benefit plans. The Employer filed a reply denying that it was guilty of an unfair labour practice, taking the position that, while not all employees in the bargaining unit have to maintain membership in the group benefit plan, it is not open to the Union, under the terms of the group benefit plan between the Employer and the insurer, Manulife Financial ("Manulife"), to tender payment for a selective list of benefits for each employee. In other words, the Union must tender payment sufficient to cover the cost of all benefits under the group benefit plan for each employee who wishes to maintain membership in the same.

[3] At the outset of the hearing, the Employer raised as a preliminary matter the issue of whether Manulife, as the insurer of the group benefit plan, should be given notice of the application and an opportunity to intervene should it wish to do so. Following the arguments of the parties on this issue, the Board adjourned the application and allowed the parties the opportunity to provide further written submissions. These Reasons for Decision constitute the Board's decision on that preliminary matter.

Facts:

[4] No evidence was led at the hearing concerning the preliminary issue. We are therefore left to determine the issue on the basis of the facts as outlined in the application and reply and as referred to by counsel for the parties during argument at the hearing.

[5] As indicated above, a strike of the employees commenced on September 11, 2005 and was still in progress as of the date of the hearing. The Employer states that, because the Union failed to communicate with it concerning the continuation of benefits during the strike pursuant to s. 47 of the *Act*, the Employer made an inquiry of the Union by correspondence dated October 7, 2005, specifically asking the Union to advise whether it intended to make payment in relation to the benefit plans for the striking employees.

[6] On October 26, 2005, the Union tendered a cheque to the Employer in the amount of $1103.93 along with a list of employees who had selected various benefits plans to be continued. The Union stated that some of the striking employees in the bargaining unit chose not to continue their membership in any of the benefit plans

provided by the Employer, while some employees chose to continue their membership in just some of the benefit plans. The Union further stated that the amount it paid to the Employer would cover the membership cost of the benefit plans selected by each employee who wanted to continue coverage during the period of the strike.

[7] The Employer wrote to the Union on October 27, 2005 and, having received no response, wrote again on November 9, 2005, advising that it could not accept partial payment for benefits but that the Union must make full payment of the Manulife invoice for all benefits for those employees on whose behalf the Union sought continued coverage. The Employer provided the total cost required to reinstate employee benefits and returned the Union's cheque for $1103.93. The Employer explained that the employee benefits were provided under a group policy with Manulife and that Manulife had informed the Employer that it was not possible under the policy to selectively purchase individual coverage that deviated from the plan as the plan was not a "flex policy" and that optional selection of individual coverage could not be undertaken during the life of the policy. The Employer stated that it provided this information to the Union along with a copy of a letter from Manulife dated November 18, 2005. The letter states, in part, as follows:

> *Further to our conversation regarding employees having the ability to choose benefit coverage while on strike and not actively at work. As stated in your Group Contract, if an employee ceases to be Actively at Work due to a strike or lay-off, insurance coverage will continue, on a premium paying basis for 120 days after the Employee was last actively at work.*
>
> *With regards to employee participation and level of coverage during a strike action, it is expected a plan member continue the same coverage levels for all benefits, except disability benefits, during a strike period that they were insured for while actively at work. Plan members do not have the option to choose which benefits they would like to continue during the strike period.*
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> *If a plan member refuses Extended Health Care or a Dental benefit due to similar coverage under a spouse's plan, then reapplies at a later date even though coverage under the spouse's plan has not terminated, the plan member is considered a late applicant.*
>
> *A plan member may refuse dependent coverage only if similar coverage is provided under the spouse's benefit plan. If application for dependent coverage is being made due to*

> *termination of coverage under the spouse's plan, application must be made within 31 days of the termination date or the dependent will be considered a late applicant. If application is being made for the purpose of Coordination of Benefits (i.e. the spouse's coverage has not terminated), late applicant status will apply.*
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> *It's important to note, coverage for late applicants is not guaranteed and Manulife Financial has the right to approve or decline coverage, based on the evidence submitted, as well as request additional evidence of insurability information. The late applicant will bear the cost of extra medical information required to assess his or her insurability.*

[8] Since receiving this information, the Union has continued to tender payments representing the cost of premiums for selected benefits for selected employees, along with a list of the names of the employees and their chosen benefit plans, however, the Employer has refused to accept payment and has refused to maintain the membership of the selected employees in any of the benefit plans. In its reply, the Employer states that it remains willing to arrange for the continuation of employee benefits in a manner that is possible under the existing policy with Manulife and denies that its failure to accept the partial payments in any way violates the *Act*.

Arguments:

[9] With respect to the merits of the application, the Employer anticipates that the Union will take issue with Manulife's position that the Union cannot choose to continue a selective list of coverage for certain employees during the period of the strike, as well as the 120 day time restriction for the continuation of benefit plans for the employees on strike. The Employer takes the position that it is not obligated to provide a level or type of benefits that is not permitted under the group insurance plan with Manulife and that striking employees cannot obtain selective benefit coverage during the strike that they could not obtain when they were actively at work. The Employer also argues that the Union, in tendering a cheque for less than the full amount of the cost of the group benefit plan for those employees choosing to continue their coverage, has not tendered payment "in amounts sufficient to continue the employees' membership in a benefit plan" within the meaning of s. 47(2)(a).

[10] The Employer anticipates the that the Union will also take the position at the hearing of the application proper that the terms and conditions of the group policy

are irrelevant to the obligation of the Employer to continue coverage under the insurance plan as required by s. 47. The Employer indicated that it intends to argue that the Board's decision in *Canadian Union of Public Employees, Local 2128 v. Board of Education of the Biggar School Division No. 50, Saskatchewan School Trustees Association and Saskatchewan School Trustees Association Employee Benefits Plans*, [2002] Sask. L.R.B.R. 439, LRB File No. 068-02, was not correctly decided or does not apply to the circumstances of this case to make the Employer liable to provide benefits that it cannot obtain through Manulife. The Employer submitted that the reference to the word "person" in addition to the word "employer" in ss. 47(2) and 47(4) of the *Act* suggests that it was the intention of the Legislature in enacting the provision to potentially attach liability for the failure to provide employee benefit coverage during a strike to an entity other than an employer. As such, it is arguable that Manulife is required to provide coverage to striking employees that is in accordance with the terms of the *Act* and that Manulife's failure to do so results in its liability. The Employer argued that, because of this possible liability to Manulife, notice of the present proceeding should be provided to Manulife as it is a party that stands to be directly affected by the application and has a direct and material interest in the proceedings and ought to be afforded an opportunity to respond to the application should it wish to do so.

[11] In making this argument, counsel for the Employer relied on Regulations 16 and 18 to the *Act* and on the cases of *Merit Contractors Association Inc. v. Saskatchewan Provincial Building and Construction Trades Council et al.*, [1996] Sask. L.R.B.R. 119, LRB File No. 098-95; *Regina Police Association v. Regina Board of Police Commissioners and City of Regina,* [1994] 1st Quarter Sask. Labour Rep. 86, LRB File Nos. 159-93 & 160-93; and *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v. Saskatchewan Gaming Corporation-Casino Moose Jaw and Public Service Alliance of Canada,* [2002] Sask. L.R.B.R. 601, LRB File No. 187-02. The Employer submitted that the legal principles outlined in these cases make it clear that Manulife should be given notice of the proceedings as well as an opportunity to intervene should it choose to do so.

[12] At the hearing the Union took the position that it is the Employer who is responsible for providing employees with benefits during a strike in accordance with s. 47 of the *Act* and the fact that the insurance coverage it has arranged through Manulife

does not provide the benefits the Union has requested for the entire duration of the strike is no defence for the Employer. The Union stated that the primary issue in the application before us is whether a "benefit plan" under s. 47 means a benefit package or refers to individual benefits such as medical, dental, life insurance, etc. Although the Union takes the position that liability attaches to the Employer under s. 47 because the Union made benefit remittances to the Employer, the Union took the position on this preliminary matter that, if the Board finds it has jurisdiction over a third party such as Manulife in the application of s. 47 of the *Act*, the Union does not oppose the Employer's request that Manulife receive notice of and participate in these proceedings.

[13] In response to the Union's argument, the Employer pointed out that, under s. 47 of the *Act*, it is either the Employer or a "person" (which the Employer argues must mean Manulife) who must accept payment should the same be tendered by the Union and it matters not that the Union tendered payment to the Employer because, ordinarily, the Employer deducts premiums from the employees at source and remits those premiums to Manulife. The Employer also pointed out that it is not necessary at this point for the Board to determine whether it has jurisdiction to order some type of remedy against Manulife but, if it is possible that there is such jurisdiction over Manulife, Manulife should be invited to participate in that argument. In other words, if Manulife could be directly affected by an order of the Board in the proceedings, it should have notice of the proceedings.

Relevant Statutory Provisions:

[14] Relevant provisions of the *Act* include the following:

> *11(1) It shall be an unfair labor practice for an employer, an employer's agent or any other person acting on behalf of the employer:*
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> *. . .*
>
> *(l) to deny or threaten to deny to any employee:*
>
> *(i) by reason of the employee ceasing to work as the result of a lockout or while taking part in a stoppage of work due to a labour-management dispute where such lockout or*

stoppage of work has been enforced by the employer or called in accordance with this Act by the trade union representing the employee, as the case may be; or

(ii) by reason of the employee exercising any right conferred by this Act;

any pension rights or benefits, health rights or benefits or medical rights or benefits that the employee enjoyed prior to such cessation of work or to his exercising any such a right;

. . .

19(3) For greater certainty but without limiting the generality of subsections (1) and (2), in any proceedings before it, the board may, upon such terms as it deems just, order that the proceedings be amended:

(a) by adding as a party to the proceedings any person or trade union that is not, but in the opinion of the board ought to be, a party to the proceedings;

. . .

*47(1) In this section, **"benefit plan"** means a medical, dental, disability or life insurance plan or other similar plan.*

(2) During a strike or lock-out, the trade union representing striking or locked-out employees in a bargaining unit may tender payments to the employer or to a person who was, prior to the strike or lock-out, obliged to receive the payment;

(a) in amounts sufficient to continue the employees' membership in a benefit plan; and

(b) on or before the regular due dates of those payments.

(3) The employer or other person mentioned in subsection (2) shall accept any payment tendered by the trade union in accordance with subsection (2).

(4) No person shall cancel or threaten to cancel an employee's membership in benefit plans, including coverage under insurance plans, if the trade union tenders payment in accordance with subsection (2).

> *(5) On the request of the trade union, the employer shall provide the trade union with any information required to enable the trade union to make the payments mentioned in subsection (2).*

[15] Relevant Regulations to the *Act* include:

> *16 Upon the filing of any application, the secretary shall make reasonable efforts to determine the names of persons, trade unions and labor organizations having a direct interest in the application and shall as soon as possible forward a copy of the application to every such person, trade union and labor organization.*
>
> *. . .*
>
> *18(1) Except as provided in subsection (3), any employer directly affected by an application for certification and any trade union, labor organization, or person directly affected by any other application, may reply within 12 days after the date on which the application was received in the office of the board or within 10 days after the date on which a copy of the application was forwarded to such trade union, labor organization, employer or employee by the Secretary of the board, whichever is the later.*
>
> *(2) The reply shall be in Form 11 and shall be verified by statutory declaration.*
>
> *(3) Subsection (1) does not apply to any application mentioned in section 21.1 or 21.2.*

Analysis and Decision:

[16] The Employer has asked the Board to provide notice of the proceedings to Manulife in order to give Manulife the opportunity to intervene should it wish to do so, relying on Regulations 16 and 18 to the *Act*. Regulation 16 requires the Secretary of the Board, upon receipt of an application, to make reasonable efforts to determine whether any "persons, trade unions or labour organizations" have a direct interest in the application and to forward a copy of the application to those identified. Regulation 18 allows any trade union, labour organization or person directly affected by an application to file a reply with the Board. In actual practice, the Board Registrar (the Board no longer has a Secretary), upon receipt of an application, makes a determination as to who may have an interest in the outcome of the application and sends a copy of the application to those identified, inviting them to file a reply with the Board. (Should an

application proceed to a hearing and should a party object to the participation of a party who filed a reply, the Board may make a determination on the issue of standing.) This is the standard procedure followed by the Board Registrar in all cases except certification applications in the construction industry. In those situations, notification is given to several organizations and unions in the construction industry, although they are not specifically invited to reply. Therefore, in the Board's view, the act of giving notice of proceedings to parties appearing to have a direct interest in the application is an administrative action carried out by the Board Registrar. In the present case, on the basis of the information in the application and reply filed by the parties, it was not immediately apparent that Manulife had an interest in the proceedings and Manulife was therefore not identified by the Board Registrar as a party having a direct interest or as a "person" who should be provided with a copy of the application.

[17] In the Board's view, the real question to be determined is whether Manulife should have been given notice of the application and the opportunity to file a reply with the Board and participate in the proceedings, should it wish to do so, as an intervenor or interested party. Given the Board's view that the giving of notice to parties appearing to have a direct interest is essentially an administrative action, the Board takes the position that a two-stage process -- where Manulife would first be given notice of the proceedings and would then be given the opportunity to come before the Board to argue that it should be given intervenor or interested party status -- is not necessary.

[18] In most of the decisions of the Board dealing with the issue of whether a party should be granted standing as an intervenor or interested party, the application for such status was made at the request of the party seeking standing. In this case, the request is being made at the behest of one of the parties to the application. The Board's decisions on the issue of standing do, however, have application to the situation before us by reason of s. 19(3) of the *Act* which permits the Board to add a party to an application where, in the Board’s opinion, the party ought to be added.

[19] As stated in the *Regina Police Association* case*, supra*, at 90, the primary concern of the Board in determining intervenor or interested party status is one of fairness.

[20] The Board considered the issue of standing in *Merit Contractors Association Inc., supra.* In that case, Merit Contractors Association Inc. brought an unfair labour practice application against a number of respondents in the construction industry that were parties to the Crown Construction Tendering Agreement, alleging that the Agreement violated various provisions of the *Act*. At the hearing of the application, the respondents challenged the standing of the applicant to bring the application. In that case, the Board concluded that the non-union contractors represented by Merit Contractors Association Inc. did not have a sufficient interest to challenge the Agreement as being in violation of the *Act* and, in so doing, relied, at 125, on the test articulated by the Nova Scotia Labour Relations Board in its decision, *Construction Association Management Labour Bureau v. International Union of Heat & Frost Insulators & Asbestos Workers*, [1978] 2 Canadian LRBR 150, which states as follows:

> *To determine whether a complainant has a right under a particular provision of the Trade Union Act and therefore has standing to complain under Section 53(1) requires us to interpret the substantive provision to determine what interests it is intended to protect. Only if the "rights" or interests of the complainant are found to be within the purview of the provision will he have standing to complain of a breach thereof. The courts appear to approach issues of standing on this basis. For instance, "a private person who seeks relief from what is a nuisance to the public must show that he has a particular interest or has suffered injury peculiar to himself if he would sue to enjoin it." (Thorson v. A.G. of Canada)(No. 2) (1974), 43 D.L.R. (3d) 1(S.C.C.), at 10 (per Laskin, J. for the majority).*

[21] In *Regina Police Association*, *supra*, the Board was required to consider whether the City of Regina had a sufficient interest in an application in order to participate as an interested party. The Board considered the type of interest a party must have to gain standing at 87 and 88:

> *With respect to the argument that the interest of the City is so remote from the matters which lie within the sphere covered by The Trade Union Act that it is not entitled to take part in these proceedings, the Board acknowledges that caution must be exercised in granting standing to those who are not directly involved in collective bargaining in proceedings before us. There are a wide variety of persons who may have a contingent interest in the outcome of proceedings under The Trade Union Act, and*

> *there must be some limits on the degree to which the Board recognizes the claim for standing which might be made.*
>
> *On the other hand, there are parties other than the employer and trade union directly involved in a dispute who may have an interest which is sufficiently proximate that it forms a legitimate ground on which they may claim standing in proceedings before the Board. In the case of public sector employment, the government which provides financial support or legislative direction for the service in question may have such an interest, whether or not the employment relationship itself is at arm's length from that government. In the case of Crown corporations, for example, the provincial government may be permitted or required to take part in proceedings, even though the employer under The Trade Union Act is the Crown corporation itself.* [emphasis added]

[22] The Board determined in the *Regina Police Association* case, *supra*, that, while the City was not the employer of the employees, it did have responsibilities and an interest in the employment relationship between the employees and the Board of Police Commissioners. The Board concluded at 88:

> *. . . It is our view, however, that the decision of the Court of Appeal demonstrates that, while the City is not the employer of members of the police force, it does have responsibilities and interests which are closely enough linked to the employment relationship between the Employer and the Union that they ought to have an opportunity to participate in this application. This does not seem to us to be a case where the interest on which they base their claim for standing is contingent or remote from the question which the Board is being asked to decide. Rather, the City relies on an interest which is directly put in issue by the application and which gives them an undeniable stake in the outcome of these proceedings. They claim that the fine revenue sought by the Board of Police Commissioners rightfully belongs to them. It is impossible to determine, without hearing the case, how their claim and that of the Employer are related.* [emphasis added]

[23] The Board concluded that the City had a sufficient interest and gave it standing on the basis of s.19 (3) of the *Act* at 89 and 90:

> *Under this provision, the task of determining what voices are appropriately heard in proceedings under the Act is conferred upon the Board. The Board has interpreted the Section as granting considerable discretion in the identification of parties who may be allowed to participate in its proceedings. Though the*

> *status of "intervenor" under the regulations appears to be limited to the inclusion of trade unions as parties, the Board has recognized "interested party" status on a fairly liberal basis, and has not really attempted to draw any clear distinction between the two types of participation.*
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> *The Board is guided in deciding whether to accord recognition to a claimant for standing, as in many other procedural issues, by considerations of fairness, as we stated in the decision in United Food and Commercial Workers v. Concorde Group of Companies, LRB File No.213-86.*
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> *This includes, of course, the consideration of fairness to the respondent Union. They did not, however, base their opposition to the claim for standing on any prejudice which would be incurred by them in the event the City were allowed to participate. In our view, the absence of any demonstrated prejudice further bolsters our conclusion that the interest of the City of Regina in being permitted to make representations to the Board should be recognized.*
>
> *We will therefore permit the City of Regina to participate in the proceedings as an "interested party."* [emphasis added]

[24] In determining whether Manulife has a direct interest in these proceedings, it is necessary to examine the provisions of the *Act* that will be considered on this application. Section 47 of the *Act*, which was added in 1994, has been considered by the Board on only one occasion (see *Biggar School Division, supra*). Its main purpose appears to be to require the continuation of benefits to striking or locked out employees during the duration of a strike or lockout, in circumstances where a union remits payments for premiums on the employees' behalf. It is clear from the wording of the provision and the statements made in the *Biggar School Division*, case, *supra*, that an employer has an obligation to continue such benefits upon receiving such a payment from the employees' union. It is also clear from the wording of the provision that, in addition to the employer, a "person" may also have this obligation. What is unclear is whether a "person" includes a third-party insurer, such as Manulife, with whom an employer has contracted to provide employee benefits upon the payment of premiums. While the Board in the *Biggar School Division* case issued only declaratory relief against all of the respondents "for threatening to cancel striking employees' membership in and/or coverage by the long term disability plan, both in benefits plan documents and in a letter to employees" (no benefits had actually been denied during the strike which could give rise

to a remedial order), the Board did not specifically address the issue of the definition of "person" contained in s. 47. The Board did however, comment at 445-446:

> *In the present case, the plan documents did not conform to ss. 47 or 11(1)(l) of the Act as they contemplate the termination of plan benefits during a strike or lock-out. Obviously, the plan documents have not been amended to take into account the introduction of s. 47.*
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> *. . .*
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> *In future, the parties to the SSTA benefit plans need to address the requirements of s. 47 in the context of their plan documents and address with their insurers their additional needs for coverage during strikes.*

[25] In this case, aside from the issue of whether the Union is permitted to tender payment for only selected benefits for selected employees under s. 47, the Employer has indicated that it intends to argue on the application proper that it has fulfilled its obligation under s. 47 to accept the premium payments tendered to it by the Union but that it is Manulife that has refused to accept these payments, stating that partial payments for selected benefits is not permitted under its contract with the Employer. In addition, Manulife has taken the position with the Employer that the employees could only receive benefits coverage during a strike for maximum period of 120 days. The Employer indicated that it has attempted to negotiate with Manulife to provide benefit coverage in accordance with s. 47 of the *Act* but that Manulife refuses to do so. The Employer takes the position that it has done all it can to comply with the *Act* and that Manulife's failure to provide benefits in accordance with the *Act* causes liability to attach to Manulife, it being at "person" within the meaning of s. 47.

[26] If the Employer intends to make these arguments at the hearing of the application proper, it is obvious that Manulife would have a direct interest in the outcome of the proceedings. Manulife's interest is not contingent or remote from one question that the Board is being asked to decide, that is, whether Manulife is a "person" within the meaning of s. 47. The Employer has put this question directly in issue in this application and therefore Manulife has an undeniable stake in these proceedings. The Union has not indicated that it would be prejudiced in any way by Manulife's participation and, in fact, welcomes it although it questions whether the Board has jurisdiction over Manulife.

In the Board's view, it is not necessary at this stage to make a determination of whether the Board has jurisdiction over Manulife, whether liability could attach to Manulife, or whether the Board may make a remedial order against Manulife in order for the Board to involve Manulife in the proceedings. As stated in *Regina Police Association, supra*, at 89, these considerations are not relevant to the question of whether a party should be added or granted standing to participate in the hearing of an application:

> *The Union also argued that the remedial jurisdiction set out in The Trade Union Act does not confer upon the Board the authority to grant a compensatory order of the kind sought by the Employer in this application. Counsel argued that if the Board does not have the power to order such relief for the applicant in the proceedings, there is clearly no prospect that the City of Regina can hope to gain any benefit from participation in the hearing.*
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> *It is clear from the argument outlined by the Union in relation to the application for standing that they intend to make a serious challenge to the power of the Board to grant the kind of relief for which the Employer is asking. Counsel alluded to a number of recent judicial decisions which have discussed the limits of the jurisdiction of this Board to award remedies under the Act.*
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> *We have concluded that an application for standing does not present an appropriate occasion for the determination of the issue of remedial jurisdiction. It may be that when this matter is argued in the context of the main application, the argument sketched by the Union will carry the day, and the City of Regina will be denied any remedy. We do not purport to accept or reject the argument with respect to remedial powers at this stage. We do not see the possibility that the City of Regina - and perhaps the Employer - will be unable to obtain the relief requested as a sufficient reason to prevent the City from having an opportunity to present an argument in support of its claim.* [emphasis added]

[27] It is therefore necessary in the interests of procedural fairness that Manulife be given notice of the proceedings and the opportunity to participate should it wish to do so. In the Board's view, notice of the application could have been given by the Board Registrar at the time the application was filed. As such, it is not necessary for the Board to restrict its ruling to an order that Manulife simply be provided with notice of these proceedings and the opportunity to apply to be an intervenor or interested party. It is neither necessary nor expedient to engage in such a two-stage process. On the basis of the application and reply filed with the Board as well as the arguments made by the parties, it is apparent to the Board that Manulife has a direct interest in these

proceedings and should have the opportunity to fully participate in these proceedings as a party. The Board will therefore exercise its discretion under s. 19(3) of the *Act* and order that Manulife be added as a party to these proceedings.

[28] The Board directs the Board Registrar to provide a copy of these Reasons for Decision to Manulife along with a copy of the application filed by the Union and to invite Manulife to reply to the application. Once Manulife has filed its reply, or the time has passed for doing so, scheduling information forms will be sent to the parties and a hearing will be scheduled in due course.

DATED at Regina, Saskatchewan, this **17** day of **May, 2006.**

LABOUR RELATIONS BOARD

Angela Zborosky
Vice-Chairperson