INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2038, Applicant v. JLB ELECTRIC LTD., Respondent

LRB File Nos. 154-15, 159-15, 160-15, 161-15 & 218-15; December 11, 2015
Chairperson, Kenneth G. Love, Q.C.; Members: John McCormick and Allan Parenteau

For the Applicant Union: Crystal L. Norbeck
For the Respondent Employer: Jana M. Linner

Unfair Labour Practice – Remedies – Employer acknowledges unfair labour practices during organizing campaign – Board asked to order new vote because earlier vote conducted by Board tainted by unfair labour practices of Employer – Board declines to order new vote.

Unfair Labour Practices – Remedies – Employer argues that votes of employees terminated during organizing campaign should not have right to vote respecting representation issue – Board determines that employees would have been eligible to vote had they not been terminated improperly – Board orders votes of two employees to be counted.

Unfair Labour Practice – Remedies- Union requests that Board ordering restitution to Union for costs associated with organizing campaign due to Employer interference in organizing of workplace – Board declines to order restitution to the Union, but orders compensation for employees whose rights were breached by Employer.

Unfair Labour Practice – Remedies – Board orders notice posted in workplace to advise employees of their rights to organize with undertakings from Employer respecting those rights.

REASONS FOR DECISION

Background:

[1] Kenneth G. Love, Q.C. Chairperson: These applications relate to an application by the International Brotherhood of Electrical Workers, Local 2038 (the "Union") to obtain representational rights with respect to the employees of JLB Electric Ltd. (the "Employer").

During the course of the organizational campaign, the Union also filed four (4) unfair labour practice applications related to the conduct of the Employer during the campaign.

[2] One of the applications[1] was withdrawn by the Union. In addition, the Union withdrew its claim for reinstatement of the employees and for loss of wages with respect to two (2) of the other applications.[2]

[3] The parties were able to provide the Board with an agreed statement of facts and the Employer acknowledged that it had committed the alleged unfair labour practices.

[4] The parties were not in agreement as to the appropriate remedy for the breaches of the unfair labour practice. The Union argued for a number of remedies which it sought. Those were:

1. *Orders confirming that the Employer had committed the unfair labour practices as alleged and ordering that the Employer cease and desist from any such conduct in the future.*

2. *An order directing that a new vote among the employees of the Employer occur and that two former employees, Dan Lysack and Shylo Neumann be permitted to vote.*

3. *That in respect of the new vote, that the union be permitted to conduct a meeting on the Employer's premises to provide information to employees concerning their right to vote freely with respect to the representational question.*

4. *An order that the Board's Orders and its Reasons for Decision be posted in the workplace.*

5. *An order requiring the Employer to pay the reasonable costs of the organizing campaign; and*

6. *Such further and other relief as the Board sees fit.*

[5] The Employer did not agree with the Union's remedies. It argued for:

1. *The Board counting the employee vote, which the Board had already conducted, but that the votes of Dan Lysack and Shylo Neumann not be counted.*

[1] LRB File No. 160-15
[2] LRB File Nos. 160-15 & 161-15

2. *That with the existing vote being counted, there would be no need for a meeting in the workplace as suggested by the Union; and*

3. *Because the Employer had acknowledged its breach, the Board should not, in these circumstances, enforce such an onerous penalty upon the Employer.*

Facts:

AGREED STATEMENT OF FACTS

The parties agree that the following facts are admitted as proven for the purposes of this within proceeding before the Saskatchewan Labour Relations Board:

1. On July 30, 2015, the International Brotherhood of Electrical Workers Local 2038 ("IBEW 2038" or the "Union") filed an application for bargaining rights on behalf of the employees of JLB Electric Ltd. ("JLB" or the "Employer"). Attached hereto and marked as Document "A" is a copy of the said application (LRB File No. 154-15).

2. JLB performs residential, service, and commercial electrical work. It is owned and operated by Chris Kayter, a journeyman electrician. JLB began operating in October 2013.

3. In its certification application, the IBEW 2038 is seeking certification of a unit of employees comprising of all journeyperson electricians, electrical apprentices, electrical foremen and electrical general electrical foremen employed by JLB in the Province of Saskatchewan, south of the 51st parallel.

4. On July 31, 2015, JLB submitted an employee list comprising of 8 employees. Attached hereto and marked as Document "B" is a copy of the said correspondence.

5. A Notice of Direction to Vote was issued on August 7, 2015, a copy of which is attached hereto and marked as Document "C" ("Direction to Vote"). The vote was conducted by secret ballot via Mail in Ballot and closed on August 21, 2015.

6. IBEW 2038 took exception to the inclusion of Eric Nykiforuk in the certification vote and the exclusion of Dan Lysack and Shylo Neuman from the vote. The vote has since been sealed to allow for the objections and related matters to be heard and decided by the Labour Relations Board. JLB has since agreed to exclude Mr. Nykiforuk's vote from the calculation of votes in the certification application. The parties ask that Mr. Nykiforuk's vote be destroyed prior to the vote being tallied.

7. JLB disputes the inclusion of Shylo Neumann and Dan Lysack in the certification vote.

8. IBEW 2038 maintains that Shylo Neumann and Dan Lysack should be included in the certification vote.

9. On or about November 13, 2015, IBEW 2038 withdrew LRB File No. 160-15, which was filed on behalf of Mr. Drew Barss.

10. On or about November 13, 2015, IBEW 2038 also withdrew the claim for monetary damages in respect of LRB File No. 161-15 on behalf of Dan Lysack and Shylo Neumann.

11. Except as explicitly set out herein, the parties do not waive any privilege including, but not limited to, any privilege in relation to solicitor-client privilege.

LRB File No. 159-15

12. The Employer and Union agree upon the following facts as outlined in the LRB No. 159-15, Unfair Labour Practice Application, filed by the Union on August 6, 2015:

a. *Paragraph 2*

b. *Paragraph 3*

c. *Paragraph 4*

d. *Paragraph 5*

e. *Paragraph 6*

f. *Paragraph 7*

g. *Paragraph 8*

h. *Paragraph 9*

i. *Paragraph 10. The meeting took place on Tuesday (not Thursday), July 28, 2015. It was attended by Matthew Dowden, James McIntrye, Ryan Wild and Aaron Matthies. The meeting was not attended by Jason Chupik and Charlie Reidy. Prior to this, Chris Kayter had been away from the office and out of the country on business from July 20, 2015 to July 27, 2015.*

j. *Paragraph 11*

k. *In accordance with the Direction to Vote, Matt Dowden exercised his right to vote in accordance with his conscience.*

LRB File No. 161-15

13. The Employer and Union agree upon the following facts as outlined in the LRB No. 161-15, Unfair Labour Practice Application, filed by the Union on August 6, 2015:

a. *Paragraph 2*

b. *Paragraph 3*

c. *Paragraph 4*

d. Paragraph 5. Mr. Lysack was provided with two weeks' pay in lieu of notice. Mr. Lysack began working for a unionized contractor on July 27, 2015 and is now a member of IBEW 2038.

e. Paragraph 6

f. Paragraph 7

g. Paragraph 8

h. Paragraph 9

i. Paragraph 10. Mr. Neumann was provided with two weeks' pay in lieu of notice. Mr. Neumann began working for a unionized contractor on July 27, 2015 and is now a member of IBEW 2038.

j. Paragraph 11

Dan Lysack

14. The Employer and Union also agree upon the following facts in relation to Mr. Lysack:

a. On or about August 10, 2015, the following text message was sent to Mr. Lysack by Mr. Kayter:

Hi Dan, you are hereby directed to return to your employment with JLB Electric Ltd. You will be paid for any lost wages, up to and including August 11, 2015, less any monetary amounts earned through mitigation and the monetary amount previously provided as payment in lieu of notice. You are directed to report for work at 1427 scarth street on August 11, 2015 at 1:30pm. Although we often communicate by text, we have also sent a letter confirming this information to your house. Thanks.
The wording of this text message was originally drafted by legal counsel for JLB.

b. A copy of the text message referred to in the pargraph above is attached hereto and marked as Document "D". A letter detailing the same information was also provided to Mr. Lysack. The Union was also notified by email that Mr. Lysack was advised that he could return to work on August 11, 2015. A copy of the email sent to the Union with attachments is attached hereto and marked as Document "E", which read as follows:

Hey Chris,
Just to advise you, we have request Mr. Neumann, and Mr. Lysack return to work. These letters were dropped off at each place of residence on Aug 10/2015, and each of them very informed via text message. Attached are copies of each letter.
Thank you for your time,
Chris Kayter
JLB Electric

c. *As a result of the text message sent to Mr. Lysack, numerous text messages and emails were exchanged between Mr. Lysack and Mr. Kayter regarding the possibility of Mr. Lysack returning to the workplace.*

d. *On or about August 11, 2015, Mr. Lysack sent the following email, which is attached hereto and marked as Document "F":*

Hi Chris, I'm responding in regard to your message "directing" me to begin employment with JLB again. I'm curious and confused as to why you are demanding me return to JLB after you immediately fired me upon finding out that I was speaking with the union. I'm curious as to what has changed in the last 3 weeks for you to now "direct me" to return. I appreciate you clearly this up for me.
Thanks, Dan

e. *Around the same time, during a telephone call between legal counsel on August 11, 2015, legal counsel for the Union was advised by legal counsel for the Employer that the use of the word "directed" in the text message to Mr. Lysack was a poor choice of words and that Mr. Kayter was providing the opportunity for Mr. Lysack to return to his employment at JLB.*

f. *During the same telephone conversation between legal counsel on August 11, 2015, legal counsel for the Union advised that Mr. Lysack may require additional time to consider the offer to return to the workplace. As such, Mr. Kayter sent the following text message to Mr. Lysack, which is attached hereto and marked as Document "G":*

Hi Dan, I am giving you the opportunity to return to work with JLB Electric Ltd if you are still interested in working with us. Through my legal counsel, I was advised that you may need more time to consider whether you will return to work at JLB Electric Ltd. If that is the case, please advise by Wed August 12 at 4 pm whether you will be returning to your employment. If you would like to return to your employment, we would be happy to have a meeting on Thursday or Friday to discuss your return to work on Monday, August 17. If you have decided to return to JLB Electric Ltd. today, see you at the shop shortly. Thanks.

g. *On the evening of August 11, 2015, Mr. Lysack sent the following email to Mr. Kayter, which is attached hereto and marked as Document "H":*

Hi Chris, Sorry I'm unable to reach you during business hours. I have set breaks with limited phone usage and I work longer days. Anyways, in regards to your offer to return to JLB, I still have some questions. Question that will definitely impact my decision on whether or not I will return. I'm curious why now, 3 weeks after you fire me on the spot, you have decided to offer me my job back. Also what can you say to me to make me actually believe that if I do return to JLB that I will not be entering a hostile environment? Both from you, as well as the other guys who do not support the union. What guarantees do I have that should I return to JLB, that you won't just fire me again at the end of the month, 3 months, 6 months or whatever it may be? Also, please keep in mind that I need to give my current employer adequate 2 week notice of resignation if I choose to come back. So if you could get back to me about all of this at your earliest convenience, it would be greatly appreciated. Thank you.
Cheers,
Dan

h. *On or about August 12, 2015, Mr. Kayter sent the following text message to Mr. Lysack, which is attached hereto and marked as Document "I":*

Hi Dan,
As mentioned previously, I am giving you the opportunity to return to work with JLB Electric Ltd. if you are still interested in working with us. I think you are a good electrician and that you would do well at JLB Electric Ltd. Should you choose to return to your employment, I do not believe that you will be entering a hostile work environment. I understand the rights and protections provided to employees who wish to exercise their rights to participate in union activity pursuant to The Saskatchewan Employment Act and will do what is necessary to assist with your successful transition back into the workplace. As mentioned previously, I would be happy to have a meeting with you tomorrow or Friday to further discuss your return to work on Monday, August 17, 2015.

You might want to check with your legal counsel but I have been advised that there is no legal requirement in The Saskatchewan Employment Act to provide your current employer with 2 weeks' notice of resignation.

We look forward to hearing from you this afternoon with respect to whether you will be returning to your employment with JLB Electric Ltd.

i. *On or about August 14, 2015, Mr. Lysack sent the following email which outlined numerous terms and conditions which would have to be accepted prior to him deciding whether he would return to the workplace. The email, which is attached hereto and marked as Document "J", read as follows:*

Greetings Chris,

In response to your offer of employment; I have spoken at length with Shylo Neumann about this matter, and we have come to the determination that we will proceed united on this front. Thus, please accept the following as my personal response.

I am willing to entertain the notion of returning to work at JLB Electric Ltd. on its strict adherence with the following terms and conditions, as well as the standards and regulations set out under the Saskatchewan Employment Act, and the Apprenticeship and Trade Certification Act, 1999. I will make a final decision whether to return to work after I receive and review the contract set out under 2 below.

1) JLB Electric Ltd. will provide me with a formal written apology and admission of wrong-doing. When my employment was terminated, you expressly stated that it was because of my involvement with union organization of JLB Electric Ltd.

The apology shall acknowledge this admission, as well as that you were aware such a termination was in contravention of the Saskatchewan Employment Act.

1.1) This written apology shall be sent to me via email lysackdan@gmail.com

1.2) A copy of this apology shall be posted in a readily visible location in the staff room at JLB Electric Ltd. for no less than 30 days.

2) A written contract shall be drafted which includes the following:

2.1) The contract will state explicitly that there will be no further discrimination towards myself or anyone else employed at JLB Electric Ltd. for participation with ongoing Union activities or organizing.

2.2) The contract will state that I will be working under the supervision of a journeyperson electrician, in the proper ratio, as per the Apprenticeship and Trade Certification Act, 1999 and Regulations and my apprenticeship contract.

2.2.1) Upon any given day if the required supervision of a journey person electrician is not available, I will be sent home with pay until such time that the supervision of a journey person electrician becomes available. In such a case, I will have a reasonable amount of time to return to the work site once JLB Electric Ltd. advises me that a journeyperson is a available.

2.3) The contract will state that JLB Electric Ltd. will follow the Saskatchewan Employment Act, the Apprenticeship and Trade Certification Act, 1999 and all other applicable laws in all future dealings with all employees of JLB Electric Ltd.

2.4) The contract will be drafted by JLB Electric Ltd. and be subject to the review and approval of my legal representation.

2.5) Any breach of the above terms of the contract would constitute a breach of contract and would result in the following.

2.5.1) I will have the option of waiving any breach and continuing to be employed by JLB Electric Ltd. or treating any breach as a termination of the contract on the terms set out below.

2.5.2) If I treat a breach as a termination of my employment contract, JLB Electric Ltd. will provide me with pay in lieu of notice for a time period of 90 calendar days, with deduction for any wages which I actually earn during that period.

Again, I will provide my full and final decision regarding returning to work at JLB Electric Ltd. once I have received a contract including the above terms. I will be giving my current employer no less than 2 weeks' notice of my resignation. My return to JLB Electric Ltd. would start upon the expiry of that notice period. Thank you for your consideration in this matter, and I look forward to your response.
Sincerely,

Dan Lysack

j. Through his legal counsel, Mr. Kayter advised the Union and Mr. Lysack that the Employer would agree to some of the terms and conditions outlined in the email but that some of the terms and conditions were not acceptable and that further discussions would have to take place.

k. There was no further discussion between Mr. Kayter and Mr. Lysack or their legal counsel.

l. On or about August 31, 2015, through his legal counsel, Mr. Lysack advised that the Employer that he had chosen not to return to the workplace at that time.

m. Mr. Lysack is not seeking reinstatement. He does not want to work for Mr. Kayter without the presence of the Union but would be willing to re-enter the workplace if it becomes unionized.

Shylo Neumann

15. The Employer and Union also agree upon the following facts in relation to Mr. Neumann:

a. On or about August 10, 2015, the following text message was sent to Mr. Neumann by Mr. Kayter:

> *Hi Shylo, you are hereby directed to return to your employment with JLB Electric Ltd. You will be paid for any lost wages, up to and including August 11, 2015, less any monetary amounts earned through mitigation and the monetary amount previously provided as payment in lieu of notice. You are directed to report for work at 1427 scarth street on August 11, 2015 at 1:30pm. Although we often communicate by text, we have also sent a letter confirming this information to your house. Thanks.*
>
> *The wording of this text message was originally drafted by legal counsel for JLB.*

b. A copy of the text message referred to above is attached hereto and marked as Document "K". A letter detailing the same information was also provided to Mr. Neumann. The Union was also notified by email that Mr. Neumann was advised that he could return to work on August 11, 2015. A copy of the email sent to the Union with attachments is outlined at paragraph 12b of this Agreed Statement of Facts and is attached hereto and marked as Document "E".

c. As a result of the text message sent to Mr. Neumann, numerous text messages and emails were exchanged regarding the possibility of Mr. Neumann returning to the workplace.

d. On August 11, 2015, Mr. Neumann sent the following email, which is attached hereto and marked as Document "L":

> *Hi Chris. I am confused about your demand for myself to return to jlb employment. You fired me more than 3 weeks ago, on a weekend over the phone without notice because I was speaking to a union rep. Please inform me why I should return.*

e. Around the same time, during a telephone call between legal counsel on August 11, 2015, legal counsel for the Union was advised by legal counsel for the Employer that the use of the word "directed" in the text message to Mr. Neumann was a poor choice of words and that Mr. Kayter was providing the opportunity for Mr. Neumann to return to his employment at JLB.

f. During the same telephone conversation between legal counsel on August 11, 2015, legal counsel for the Union advised that Mr. Neumann may require additional time to consider the offer to return to the workplace. As such, Mr. Kayter sent the following text message to Mr. Neumann, which is attached hereto and marked as Document "M":

Hi Shylo, I am giving you the opportunity to return to work with JLB Electric Ltd if you are still interested in working with us. Through my legal counsel, I was advised that you may need more time to consider whether you will return to work at JLB Electric Ltd. If that is the case, please advise by Wed August 12 at 4 pm whether you will be returning to your employment. If you decide to return to your employment, we would be happy to have a meeting on Thursday or Friday to discuss your return to work on Monday, August 17. If you have decided to return to JLB Electric Ltd. today, see you at the shop shortly. Thanks.

g. On or about August 12, 2015, Mr. Neumann sent the following email to Mr. Kayter, a copy of which is attached hereto and marked as Document "N":
Hi Chris. For my consideration of returning to jlb. I'd like to know why you think I should return to your employment. If I do decide to return I would also have to give my current employer 2 weeks' notice of my departure.
Thanks

h. In response, on August 12, 2015, Mr. Kayter sent the following email to Mr. Neumann, a copy of which is attached hereto and marked as Document "O":

> *Hi Shylo,*
> *I am giving you the opportunity to return to work with JLB Electric Ltd. if you are still interested in working with us. I think you are a good electrician and that you would do well at JLB Electric Ltd. As mentioned previously, I would be happy to have a meeting with you tomorrow or Friday to further discuss your return to work on Monday, August 17, 2015. You might want to check with your legal counsel but I have been advised that there is no legal requirement in The Saskatchewan Employment Act to provide your current employer with 2 weeks' notice of resignation. We look forward to hearing from you this afternoon with respect to whether you will be returning to your employment with JLB Electric Ltd.*

i. On or about August 14, 2015, Mr. Neumann sent an email which outlined numerous terms and conditions which would have to be accepted prior to him deciding whether he would return to the workplace. The email with attachments, which is attached hereto and marked as Document "P", read as follows:

Greetings Chris,
In response to your offer of employment; I have spoken at length with Dan Lysack about this matter, and we have come to the determination that we will proceed united on this front. Thus, please accept the following as my personal response.

I am willing to entertain the notion of returning to work at JLB Electric Ltd. on its strict adherence with the following terms and conditions, as well as the standards and regulations set out under the Saskatchewan Employment Act, and the Apprenticeship and Trade Certification Act, 1999. I will make a final

decision whether to return to work after I receive and review the contract set out under 2 below.

1) JLB Electric Ltd. will provide me with a formal written apology and admission of wrong-doing. When my employment was terminated, you expressly stated that it was because of my involvement with union organization of JLB Electric Ltd.

The apology shall acknowledge this admission, as well as that you were aware such a termination was in contravention of the Saskatchewan Employment Act.

1.1) This written apology shall be sent to me via email shyloneumann@gmail.com

1.2) A copy of this apology shall be posted in a readily visible location in the staff room at JLB Electric Ltd. for no less than 30 days.

2) A written contract shall be drafted which includes the following:

2.1) The contract will state explicitly that there will be no further discrimination towards myself or anyone else employed at JLB Electric Ltd. for participation with ongoing Union activities or organizing.

2.2) The contract will state that I will be working under the supervision of a journeyperson electrician, in the proper ratio, as per the Apprenticeship and Trade Certification Act, 1999 and Regulations and my apprenticeship contract.

2.2.1) Upon any given day if the required supervision of a journey person electrician is not available, I will be sent home with pay until such time that the supervision of a journey person electrician becomes available. In such a case, I will have a reasonable amount of time to return to the work site once JLB Electric Ltd. advises me that a journeyperson is a available.

2.3) The contract will state that JLB Electric Ltd. will follow the Saskatchewan Employment Act, the Apprenticeship and Trade Certification Act, 1999 and all other applicable laws in all future dealings with all employees of JLB Electric Ltd.

2.4) The contract will be drafted by JLB Electric Ltd. and be subject to the review and approval of my legal representation.

2.5) Any breach of the above terms of the contract would constitute a breach of contract and would result in the following.

2.5.1) I will have the option of waiving any breach and continuing to be employed by JLB Electric Ltd. or treating any breach as a termination of the contract on the terms set out below.

2.5.2) If I treat a breach as a termination of my employment contract, JLB Electric Ltd. will provide me with pay in lieu of notice

for a time period of 90 calendar days, with deduction for any wages which I actually earn during that period.

Again, I will provide my full and final decision regarding returning to work at JLB Electric Ltd. once I have received a contract including the above terms. I will be giving my current employer no less than 2 weeks notice of my resignation. My return to JLB Electric Ltd. would start upon the expiry of that notice period.Thank you for your consideration in this matter, and I look forward to your response.

Sincerely,

Shylo Neumann

j. Through his legal counsel, Mr. Kayter advised the Union and Mr. Neumann that the Employer would agree to some of the terms and conditions outlined in the email but that some of the terms and conditions were not acceptable and that further discussions would have to take place.

k. There was no further discussion between Mr. Kayter and Mr. Neumann or their legal counsel.

l. On or about August 31, 2015, through his legal counsel, Mr. Neumann advised the Employer that he had chosen not to return to the workplace at that time.

m. Mr. Neumann is not seeking reinstatement. He does not want to work for Mr. Kayter without the presence of the Union but would be willing to re-enter the workplace if it becomes unionized.

LRB File No. 218-15

16. The Employer and Union agree upon the following facts as outlined in the LRB No. 218-15, Unfair Labour Practice Application, filed by the Union on October 2, 2015:

a. Paragraph 2

b. Paragraph 3

c. Paragraph 4

d. Paragraph 6

e. Paragraph 8. The meeting took place on Tuesday (not Thursday), July 28, 2015. It was attended by Matthew Dowden, James McIntrye, Ryan Wild and Aaron Matthies. The meeting was not attended by Jason Chupik and Charlie Reidy. Prior to this, Chris Kayter had been away from the office and out of the country on business from July 20, 2015 to July 27, 2015.

17. On August 31, 2015, Mr. Jason Chupik reached out to IBEW 2038 and applied for membership. Attached hereto and marked as Document "Q" is a copy of his membership application. Around the same time, Mr. Chupik made Mr. Kayter aware that he was applying to IBEW 2038 seeking admission as a member.
[Signature line intentionally placed on next page]

The above facts and attached documents are agreed to and admitted this 30th day of November, 2015.

GERRAND RATH JOHNSON
Per: "Crystal Norbeck"
Solicitors for International Brotherhood of Electrical Workers, Saskatchewan Local 2038

The above facts and attached documents are agreed to and admitted this 30th day of November, 2015.

MacPHERSON LESLIE & TYERMAN LLP

Per: "Jana M. Linner"
Solicitor for JLB Electric Ltd.

Relevant statutory provision:

[6] Relevant statutory provisions are as follows

Acquisition of bargaining rights

6-9*(1) A union may, at any time, apply to the board to be certified as bargaining agent for a unit of employees appropriate for collective bargaining if a certification order has not been issued for all or a portion of that unit.*

(2) When applying pursuant to subsection (1), a union shall:

(a) establish that 45% or more of the employees in the unit have within the 90 days preceding the date of the application indicated that the applicant union is their choice of bargaining agent; and

(b) file with the board evidence of each employee's support that meets the prescribed requirements.

. . .

6-13*(1) If, after a vote is taken in accordance with section 6-12, the board is satisfied that a majority of votes that are cast favour certification of the union as the bargaining agent for a unit of employees, the board shall issue an order:*

(a) certifying the union as the bargaining agent for that unit; and

(b) if the application is made pursuant to subclause 6-10(1)(b)(ii), moving a portion of one bargaining unit into another bargaining unit.

(2) If a union is certified as the bargaining agent for a bargaining unit:

(a) the union has exclusive authority to engage in collective bargaining for the employees in the bargaining unit and to bind it by a collective agreement until the order certifying the union is cancelled; and

(b) if a collective agreement binding on the employees in the

bargaining unit is in force at the date of certification, the agreement remains in force and shall be administered by the union that has been certified as the bargaining agent for the bargaining unit.

. . .

Unfair labour practices – employers

6-62*(1)It is an unfair labour practice for an employer, or any person acting on behalf of the employer, to do any of the following:*

(a) subject to subsection (2), to interfere with, restrain, intimidate, threaten, or coerce an employee in the exercise of any right conferred by this Part;

(b) subject to subsection (3), to discriminate respecting or interfere with the formation or administration of any labour organization or to contribute financial or other support to it;

. . .

(h) to require as a condition of employment that any person shall abstain from joining or assisting or being active in any union or from exercising any right provided by this Part, except as permitted by this Part;

(i) to interfere in the selection of a union;

. . .

(k) to threaten to shut down or move a plant, business or enterprise or any part of a plant, business or enterprise in the course of a labour-management dispute;

. . .

(p) to question employees as to whether they or any of them have exercised, or are exercising or attempting to exercise, any right conferred by this Part;

. . .

(r) to contravene an obligation, a prohibition or other provision of this Part imposed on or applicable to an employer.

(2) Clause (1)(a) does not prohibit an employer from communicating facts and its opinions to its employees.

(3) Clause (1)(b) does not prohibit an employer from:

(a) permitting representatives of a union to confer with the employer for the purpose of collective bargaining or attending to the business of a union without deductions from wages or loss of time while so occupied; or

(b) agreeing with any union for the use of notice boards and of the employer's premises for the purposes of the union.

(4) For the purposes of clause (1)(g), there is a presumption in favour of an employee that the employee was terminated or suspended contrary to this Part if:

(a) an employer or person acting on behalf of the employer terminates or suspends an employee from employment; and

(b) it is shown to the satisfaction of the board or the court that employees of the employer or any of them had exercised or were exercising or attempting to exercise a right pursuant to this Part.

(5) For the purposes of subsection (4), the burden of proof that the employee was terminated or suspended for good and sufficient reason is on the employer.

(6) If a certification order has been issued, nothing in this Part precludes an employer from making an agreement with the union that:

(a) requires as a condition of employment:

(i) membership in or maintenance of membership in the union; or

(ii) the selection of employees by or with the advice of a union; or

(b) deals with any other condition in relation to employment.

Board powers

6-104*(1)In this section:*

*(a)**"former union"** means a union that has been replaced with another union or with respect to which a certification order respecting the union has been cancelled;*

*(b)**"replacing union"** means a union that replaces a former union.*

(2)In addition to any other powers given to the board pursuant to this Part, the board may make orders:

…

(c) requiring any person to do any of the following:

(i) to refrain from contravening this Part, the regulations made pursuant to this Part or an order or decision of the board or from engaging in any unfair labour practice;

(ii) to do any thing for the purpose of rectifying a contravention of this Part, the regulations made pursuant to this Part or an order or decision of the board;

…

(e) fixing and determining the monetary loss suffered by an employee, an employer or a union as a result of a contravention of this Part, the regulations made pursuant to this Part or an order or decision of the board by one or more persons, and requiring those persons to pay to that employee, employer or union the amount of the monetary loss or any portion of the monetary loss that the board considers to be appropriate;

. . .

Powers re hearings and proceedings

6-111*(1)With respect to any matter before it, the board has the power:*

. .

(m) to bar from making a similar application, for any period not exceeding 12 months after the date an unsuccessful application is dismissed:

> *(i) an unsuccessful applicant;*
>
> *(ii) any of the employees affected by an unsuccessful application;*
>
> *(iii) any person or union representing the employees affected by an unsuccessful application; or*
>
> *(iv) any person or organization representing the employer affected by an unsuccessful application;*

(n) to refuse to entertain a similar application, for any period not exceeding 12 months after the date an unsuccessful application is dismissed, that is submitted by anyone mentioned in subclauses (m)(i) to (iv);

. . .

(s) to require any person, union or employer to post and keep posted in a place determined by the board, or to send by any means that the board determines, any notice that the board considers necessary to bring to the attention of any employee;

. .

(v) to order, at any time before the hearing or proceeding has been finally disposed of by the board, that:

> *(i) a vote or an additional vote be taken among employees affected by the hearing or proceeding if the board considers that the taking of that vote would assist the board to decide any question that has arisen or is likely to arise in the hearing or proceeding, whether or not that vote is provided for elsewhere; and*
>
> *(ii) the ballots cast in any vote ordered by the board pursuant to subclause (i) be sealed in ballot boxes and not counted except as directed by the board;*

Union's arguments:

[7] The Union provided a cogent written argument which we have reviewed and found helpful. Due to the nature of this hearing, it is not necessary to outline the arguments made, but we will refer to those arguments as necessary as a part of our analysis of the parties' position.

Employer's arguments:

[8] The Employer also provided a cogent written argument which we have reviewed and found helpful. Due to the nature of this hearing it is not necessary to outline the arguments made, but we will refer to those arguments as necessary as a part of our analysis of the parties position.

Analysis and Decision:

Should the Board count the vote it has already conducted or order a second vote?

[9] The Employer has acknowledged that it committed three (3) unfair labour practices in respect of the employees referenced in the facts of this case. The Board, in accordance with the statutory direction, conducted a vote among the employees with respect to their application to have the Union represent them for collective bargaining. However, for the reasons which follow, the Board has determined not to order a second vote.

[10] The results of that vote have been captured by the Board. However, the Union and the Employer differ as to what should be done with that vote and which employee's votes should be counted.

[11] The Union argues that the vote should be redone because it is tainted by the anti-union animus directed at employees when the certification campaign was underway. At that time, 3 employees were terminated. Only one of those employees was rehired, with Mr. Lysack and Mr. Neumann choosing not to return to their former employment when the Employer offered to rehire them. These events, in the Union's submission, taint the exercise of the employee's choice.

[12] The Employer, on the other hand, argues that the vote should be counted, but that the votes of Mr. Lysack and Mr. Neumann not be counted as they were not employed on the date the Application for Acquisition of Bargaining Rights was made (July 30, 2015) and the date ballots were mailed to employees (August 7, 2015)[3] as is the usual prerequisite for eligibility to vote. Additionally, the Employer argues that, if a second vote is ordered, Mr. Lysack and Mr. Neumann no longer have any connection to the workplace and hence, should not be eligible to vote.

[3] International Association of Heat and Frost Insulators and Allied Workers, Local 119 v. Northern Industrial Contracting Inc. [2013] CanLII 67367 (SKLRB)

[13] In the alternative, the Union argues that if the current vote is counted, that the votes of Mr. Lysack and Mr. Neumann should be counted because they were improperly terminated, contrary to the *SEA*, and were at the appropriate time, negotiating for their return to work, or were the subject of an unfair labour practice application.

[14] The Union argued that the conduct of the Employer sent a "chill" through the workplace that would have reasonably interfered with the Employee's free vote. The Employer argued that there was no evidence of that any employee was impacted by the Employer's conduct.

[15] This Board has a statutory requirement to conduct a vote in respect of a representational question.[4] The purpose for such a vote is to ensure that a majority of affected employees wish to be represented for the purposes of collective bargaining. Corollary to that right is the right to make a free choice by secret ballot[5] in respect of the representational question.

[16] Generally, the Board conducts representational votes as quickly as possible, to avoid any interference by either the Employer or the Union in respect of an employee's free choice to be represented or not by a trade union. This freedom of choice is granted not only by the *SEA*, but also by Section 2(b) of *The Canadian Charter of Rights and Freedoms*[6].

[17] Until passage of amendments to *The Trade Union Act*[7] in 2008, votes were normally not required in certification applications under the "card check" system utilized by the Board prior to 2008. As a result, there are few Board decisions on the issues raised in this application. Under the "card check" system employed under *The Trade Union Act* prior to the 2008 amendments, the remedy for employer interference in an organizing campaign was the mandatory ordering of a vote pursuant to Section 10.1 of that *Act*. While that provision continues under the *SEA*, the provision is somewhat redundant in the face of a statutory direction to conduct a representation vote in each case.

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[4] See Section 6-12 and 6-13 of *The Saskatchewan Employment Act*.
[5] See Section 6-22 of *The Saskatchewan Employment Act.*
[6] *The Constitution Act, 1982,* being Schedule B to the *Canada Act 1982 (UK), 1982 , c 11*, See also *Delisle v. Canada* [1999] 2 SCR 989, CanLII 649 (SCC).
[7] R.S.S. 1978 c. T-17

[18] In some Canadian jurisdictions[8], one of the remedies available to the Board in situations like this, is to issue a certification to the union without a further vote on the issue. That remedy, however, is not available to this Board. The Ontario Board discussed the rationale and problems associated with employer interference in respect to an employee's choice of a bargaining representative in *International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local 721 and CS Wind Canada Inc.*[9]

[19] In that decision, the Ontario Board quoted from some of its previous decisions with respect to the impact of employer interference in the representational question. At paragraphs 104 – 108 they said:

> *104. Vice Chair M. G. Picher in Viceroy Construction Company Limited, [1977] OLRB Rep. September 562, also dealt with employer actions prior to the conduct of a representation vote. Having lost the vote, the union in that instance was seeking remedial certification without a second vote. For the purposes of the Board's analysis of the implications of the November 25, 2012 meeting, what is of interest is the sort of conduct that the Viceroy panel dealt with in reaching its conclusion that a second vote was not the appropriate remedy in that instance. In that case the employer had sent its employees two letters prior to the vote.*
>
> *105. One letter addressed the question of whether the union could provide a worker with job security, gave the response that it could not, and that the worker could only achieve job security by working together with the employer to produce a quality product at a competitive price. The language used by Viceroy is remarkably similar to that used by CS Wind in the case before me.*
>
> *106. The second letter Viceroy sent its employees repeated the earlier letter's comment regarding job security, but went on to attach five photos and clippings of recent Toronto newspaper articles about plants closing down and the unions involved being powerless to provide job security. The Board considered whether the effect of the employer's message through the letters and newspaper clippings would be to coerce, intimidate threaten or unduly influence a reasonable employee so as to deprive the worker of the ability to vote freely in the selection or rejection of trade union representation. The Board found that these letters had that effect, and granted remedial certification rather than hold a second vote.*
>
> *107. The Board in Viceroy stated as follows:*
>
> > *8. The first issue is whether the employer has violated the Act. Section 56 [now 70] of the Act imposes certain standards of conduct on an employer engaging in the kind of electioneering that typically precedes a representation vote.*
> >
> > > *56. No employer or employers' organization and no person acting on behalf of an employer or an employers' organization shall participate in or interfere with the formation, selection or administration of a trade union or the representation of employees by a trade union or*

[8] See: S. 11 of *The Labour Relations Act*, 1995 (Ontario) S.O. 1995 c.1
[9] [2015] CanLII 32521 (ONLRB)

> *contribute financial or other support to a trade union, but nothing in this section shall be deemed to deprive an employer of his freedom to express his views so long as he does not use coercion, intimidation, threats, promises or undue influence.*

9. Insofar as it relates to freedom of expression that section seeks to balance two competing interests. On the one hand it protects the right of an employer to express his opinion in opposition to a trade union. On the other hand it recognizes the sensitive nature of employment relationships and protects employees from utterances of an employer that would have a coercive impact on their decision whether or not to be represented by a union.

10. The legislative scheme anticipates that having been exposed to the views of both employer and union the employees should decide for themselves. To insure the independence of their decision section 61 [now 76] of the Act prohibits intimidation or coercion of employees by a trade union and section 56 imposes a similar restraint upon an employer. But while section 61 prohibits "intimidation and coercion" section 56 is extended to include a prohibition of "coercion, intimidation, threats, promises or undue influence". Implicit in the broader reference to threats, promises and undue influence, is the recognition that employees may be especially vulnerable to the influence of their employer.

11. The Act recognizes that an employer is in the more immediate position to affect an individual's employment relationship, if only by virtue of its freedom to advance, preserve, impede or terminate an individual's employment. Therefore, by the terms of the Act, that very freedom is restricted. In order to protect and promote the collective bargaining process the Legislature has provided that no employer is free to affect a person's job security or conditions of employment when the employer's action is prompted by an anti-union motive, (e.g. section 58 [now 72] of the Act). For the same reason, by virtue of the Act, an employer's freedom of expression regarding possible union representation of his employees is not absolute. While he is of course free to express his view of representation by a trade union he may not use that freedom of expression to make overt or subtle threats or promises motivated by anti-union sentiment which go to the sensitive area of changes in conditions of employment or job security. Such conduct, apart from violating section 56, would be contrary to section 58(c) [now 72(c)] which provides:

> *58. No employer, employer's organization or person acting on behalf of an employer or an employers' organization,*
>
> *(c) shall seek by threat of dismissal, or by any other kind of threat, or other penalty, or by any other means to compel an employee to become or refrain from becoming or to continue to be or to cease to be a member or officer or representative of a trade union or to cease to exercise any other rights under this Act.*

12. The protection of the integrity of the individual's employment relationship is central to the scheme of The Labour Relations Act. This Board has consistently found breaches of the Act where statements have been made which threaten an individual's employment, and that has been so whether the threat was made by a union (e.g. Walter Selck of Canada Limited, [1964] OLRB Rep. 138; V/R Wesson Limited [1968] OLRB Rep.

Nov. 811) or by an employer (e.g. Bell & Howell Canada Ltd, [1968] OLRB Rep. Oct. 695).

108. In Carlos Barbosa Concrete Limited, 2008 CanLII 26617 (ON LRB), the Board addressed employer comments at a captive audience meeting, and stated as follows:

> *31. The limits imposed by the Act on an employer's right to express his or her opinion in opposition to a trade union take into account the particular vulnerability of employees to influence by their employer given that their employer is in a position to affect their conditions of employment and their job security. The Board's approach was reviewed in Viceroy Construction Company Limited, [1977] OLRB Sept. 562, as follows:*
>
> *[Quoted paras. 11 and 12, as above]*
>
> *In striking the appropriate balance between the employer's right to freedom of expression and the employee's right to freely choose whether to be represented by a union, the Board has regard to the sensitive nature of the employment relationship and the employer's ability to use its power over the employees'economic life to influence unfairly the employees' choice as to whether or not to join a union. (Manor Cleaners Limited, [1982] OLRB Rep. December 1848).*
>
> *32. The Board is therefore particularly concerned about employer statements that threaten the job security of employees if they support a trade union. In Vogue Brassiere Incorporated, [1983] OLRB Rep. October, 1737, the Board explained the rationale for this approach, as follows at paragraph 42:*
> *Why does the Board scrutinize statements about future job loss so carefully? An employer's predictions about job security exert a large influence over employees. An employer is in a much better position than employees, and usually a union also, to know about the economics of an enterprise and an industry. Consequently, there is no effective check on the reliability of management statements on job security, as there is on topics such as wages paid by competitors. More important, comments about future employment strike at the heart of the most critical employee interest.*
> *…*
> *Given the sensitive nature of the employment relationship, statements made by the employer that threaten the job security of employees such that they are unable to express their true wishes about whether to be represented by a trade union in a vote or otherwise are particularly troubling.*
> *…*
>
> *38. In Viceroy Construction Company Limited, cited above, the Board further found that even a veiled threat to the job security of employees by the employer exceeded the bounds of permissible expression under the Act. In that case, the Board concluded that repeated references to job security and references to companies closing down amid unresolved allegations of union busting in letters circulated by the employer to all employees was a veiled threat to the job security of employees and amounted to a violation of the Act. Similarly, in Dylex Limited, [1977] OLRB Rep. June 357, the Board determined that the employer had engaged in undue influence contrary to the Act when it referred to the union's inability to guarantee job security and to instances of entire plants closing down*

> *despite the presence of the union. The Board found that when taken together these statements "deliberately sought to capitalize on normal employee desires for job security and fears of loss of employment."*

[20] What becomes clear from the reading of this case, the *SEA and the decisions* of the Courts regarding freedom of expression under the *Canadian Charter of Rights and Freedoms* is that this Board must be vigilant to insure that the rights of employees are not rendered meaningless by the actions of employers in interfering with the right of employees to determine freely, their choice of bargaining representative by secret ballot.

[21] The admissions by the Employer that its conduct, in this case, offended the provisions of the *SEA* is refreshingly candid. In argument, the Employer's counsel suggested that because he had shown contrition that any punitive measures should be modest. Counsel for the Union did not agree, suggesting that the Union should be compensated for its costs thrown away as a result of these applications.

[22] In this case, it is unnecessary for the Board to determine if the unfair labour practices have occurred, but rather what should be the remedy for the breach. In particular, we must determine if the current vote of the employees should be counted or a fresh vote ordered.

[23] The Union argues that the result of the vote is tainted by the actions of the employer and that the true will of the employees cannot be determined by that vote. The Employer argues the contrary and says that two of the employees which it fired should not have their votes counted. For the reasons given below, we disagree with the Employer insofar as the eligibility of Mr. Lysack and Mr. Neumann to have their vote count.

[24] While concerned that the proper wishes of the employees will not be reflected in the current vote, the practicality of a second vote at this time and the eligibility of persons who may not have any connection with the workplace to vote in that second vote also causes concern. It may well be that the impact of the Employer's actions has been to "chill" the workplace, but we have no direct evidence of that impact on the result of the vote.

[25] While it may be open to the Board to make the presumption that the Employer's actions have had the effect urged by the Union, we think it reasonable to adopt an objective test which requires the production of some evidence of the projected impact. The agreed statement of facts does not provide that evidence, albeit there are statements to that effect attributed to Mr.

Jason Chupik in LRB File No. 218-15[10]. That paragraph was not included in the agreed statement of facts, and, while a sworn statement, it is not sworn my Mr. Chupik. We cannot, therefore, accord it great weight as proof on any projected impact on employees.

[26] Nevertheless, the Board would not be fulfilling its role in being vigilant that employees' rights are not trampled, if it was to assume that there was no impact on employees from the conduct of the Employer. The remedies chosen by the Board reflect its desire to ensure that employees are not restrained, intimidated, threatened or coerced with respect to the rights granted to them under the *SEA* and the *Canadian Charter of Rights and Freedoms.*

[27] We have determined that we will not order a second vote, but will direct that the current vote be tabulated with the inclusion of the votes by Mr. Lysack and Mr. Neumann, but without including the vote of Mr. Nykiforuk's vote as agreed between the parties. However, in the event that the vote should prove to be against certification of the Union, the Union is hereby granted leave to make a subsequent application to the Board to represent the employees of the Employer and there shall be no bar to such application under section 6-111(1)(m) or (n) of the *SEA.* Furthermore, the Union may make such application, at its option, under section 6-12(2) of the *SEA.*

Who is eligible to vote?

[28] Because we have determined not to order a second vote, the issue of who is eligible to vote becomes a question of whether the votes cast by Mr. Lysack and Mr. Neumann should be counted in the results. The answer to that question is yes.

[29] The normal rule for voting eligibility, as outlined above, on mail in ballots, such as this is that employees are eligible to vote if they are employed on the date of the application and the date on which voting commences, i.e. the date ballots are mailed by the Board to employees. In this case, neither Mr. Lysack or Mr. Neumann was employed on the date of the Application or the date the ballots were mailed because they had been terminated by the Employer. However, they were still connected to the workplace because (a) they were subject to re-instatement by this Board on a finding of the commission of an unfair labour practice by the Employer and to which it has admitted. Secondly, at the time of application and the mailing of the ballots, they were in active discussions to return to their employment at the behest of the Employer.

[10] See para. 9

[30] To disenfranchise Mr. Lysack and Mr. Neumann, due to the improper actions of the Employer in terminating them for their union activity, would be, in our opinion, contrary to the intentions of the *SEA* and the *Canadian Charter of Rights and Freedoms*. Had the actions by the Employer to terminate them not occurred, there would have been no question about their eligibility to participate in the vote.

Additional Remedies

[31] The Union urges us to compensate it for the costs thrown away as a result of this application. The Employer argues that this Employer, being a small employer would suffer an inordinate financial burden if that were done.

[32] The action of the Employer in this case was egregious and clearly cannot be endorsed by this Board. Nevertheless, we also do not think that it would be proper to fully compensate the Union for doing what it normally must do to protect employees, especially during an organizing drive.

[33] The rights which the Employer has breached are those of the employees. As such, we believe that any compensation for breach of those rights should flow to those employees. The Board is empowered under Section 6-103 to "exercise those powers that are conferred …or that are incidental to the attainment of the purposes" of the *SEA*. One of those incidental powers is the power to order compensation and reinstatement of employees who are terminated contrary to the provisions of the legislation.

[34] In the circumstances of this case, we believe that the actions of the Employer are so egregious that they require a remedy in addition to the usual "cease and desist" order from this Board. Furthermore, the rights violated were those of the employees, whose rights to the free expression of their bargaining representative was compromised. Accordingly, we order that the Employer forthwith pay the sum of $500.00 to each of the following employees or former employees:

Jason Chupik	Matthew Dowden	Geovani Martinez
Aaron Matthies	James McIntyre	Dan Lysack
Charlie Reidy	Ryan Wild	Shylo Neumann
Eric Nykiforuk		

[35] The Board also orders that a copy of these reasons for decision, the order which accompanies these reasons for decision and the Notice attached hereto as Appendix “A” be posted in the workplace in a conspicuous place where it can be seen by all employees, and that those items remain posted for a three (3) month period, being replaced as necessary to insure readability.

[36] An appropriate order will accompany these Reasons.

DATED at Regina, Saskatchewan, this **11th** day of **December, 2015.**

LABOUR RELATIONS BOARD

Kenneth G. Love, Q.C.
Chairperson

Saskatchewan
Labour Relations Board

Appendix "A"
The Saskatchewan Employment Act
NOTICE TO EMPLOYEES

LRB File Nos. 154-15, 159-15, 161-15 & 218-15

Posted by order of the Saskatchewan Labour Relations Board

THIS NOTICE HAS BEEN ISSUED BY THE SASKATCHEWAN LABOUR RELATIONS BOARD IN COMPLIANCE WITH AN ORDER OF THE BOARD ISSUED AFTER A HEARING IN WHICH JLB ELECTRIC LTD. AND THE UNION HAD THE OPPORTUNITY TO MAKE PRESENTATIONS TO THE BOARD. JLB ELECTRIC LTD. ADMITTED THAT IT VIOLATED THE SASKATCHEWAN EMPLOYMENT ACT, IN RESPECT OF ITS TREATMENT OF EMPLOYEES SEEKING TO EXERCISE THEIR RIGHTS TO BE REPRESENTED BY A UNION OF THEIR CHOICE. The BOARD REQUIRED THIS NOTICE TO BE POSTED TO INFORM ALL OF OUR EMPLOYEES OF THEIR RIGHTS.

THE SASKATCHEWAN EMPLOYMENT ACT GIVES ALL EMPLOYEES THESE RIGHTS:

1. **TO ORGANIZE THEMSELVES;**
2. **TO FORM, JOIN AND PARTICIPATE IN THE LAWFUL ACTIVITIES OF A TRADE UNION;**
3. **TO ACT TOGETHER FOR COLLECTIVE BARGAINING;**
4. **TO REFUSE TO DO ANY AND ALL OF THESE THINGS.**

WE ASSURE ALL OF YOU THAT:

1. **WE WILL NOT DO ANYTHING THAT INTERFERES WITH THESE RIGHTS.**

2. **WE WILL NOT INTIMIDATE OR EXERT UNDUE INFLUENCE UPON YOU, WHETHER THROUGH MEETINGS, INDIVIDUAL CONVERSATIONS OR OTHERWISE, TO PREVENT YOU FROM EXERCISING YOUR RIGHT TO ASSOCIATE AND PARTICIPATE IN THE LAWFUL ACTIVITIES OF A UNION.**
3. **IF NECESSARY, WE WILL PROVIDE THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS ACCESS TO OUR PREMISES DURING WORKING HOURS FOR THE PURPOSE OF CONDUCTING THREE SEPARATE MEETINGS WITH ALL EMPLOYEES ON EACH SHIFT WITHOUT ANY MEMBER OF MANAGEMENT BEING PRESENT;**
4. **IF NECESSARY, WE WILL PROVIDE A REPRESENTATIVE OF THE UNION WITH REASONABLE NOTICE OF AND ACCESS TO ANY FUTURE MEETINGS OF EMPLOYEES SPONSORED BY OR CALLED BY CS WIND WHICH INVOLVES ANY DISCUSSION OF COLLECTIVE BARGAINING WITH EQUAL TIME TO BE AFFORDED THE UNION'S REPRESENTATIVE TO RESPOND;**
5. **IF NECESSARY, WE WILL PROVIDE THE UNION WITH A LIST OF NAMES, ADDRESSES, TELEPHONE NUMBERS, AND E-MAIL ADDRESSES (TO THE EXTENT THAT THEY ARE AVAILABLE TO US) OF EMPLOYEES IN THE BARGAINING UNIT AND TO KEEP THAT LIST UPDATED; AND**
6. **WE WILL PROVIDE THE UNION WITH ACCESS TO EMPLOYEE BULLETIN BOARDS TO ENABLE THE POSTING OF NOTICES RELATING TO UNION BUSINESS.**
7. **IF YOU FEEL THAT WE HAVE IN ANY WAY BREACHED THESE UNDERTAKINGS TO YOU, YOU SHOULD IMMEDIATELY CONTACT EITHER THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2038 OR THE SASKATCHEWAN LABOUR RELATIONS BOARD.**

PER:_____

Chris Kayter

LRB File Nos. 154-15, 159-15, 161-15 & 218-15

This is an official notice of the Saskatchewan Labour Relations Board and must not be removed or defaced.

This notice must remain posted for 3 months from the date of posting.

DATED this 11TH day of December, 2015.