INTERNATIONAL UNION OF ELEVATOR CONSTRUCTORS, LOCAL No. 102, Applicant v. CLR CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF SASKATCHEWAN INC., Respondent and NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION, 101132538 SASKATCHEWAN LTD. o/a ABCO ELEVATOR, OTIS CANADA INC., KONE INC., THYSSSENKRUPP ELEVATOR (Canada) LIMITED, Respondent Employers and REGINA ELEVATOR CO. LTD., Interested Party

LRB File No. 215-13 July 21, 2016
Chairperson, Kenneth G. Love Q.C.; Members: Allan Parenteau and Jim Holmes

For the Applicant:	Drew Plaxton
For the Respondent:	Alan McIntyre Q.C.
For the Respondent Employers:	Patrick Moran
For the Interested Party	No one appearing

Practice and Procedure – Union applies for a series of Declaratory Orders under the provisions of *The Trade Union Act* – Application adjourned by parties and heard by the Board under the provisions of *The Saskatchewan Employment Act* – Board considers application pursuant to sections 6-103 and 6-110 of *The Saskatchewan Employment Act*.

Practice and Procedure – Board considers requests for a series of Declaratory Orders – Board considers requests to be requests for advance rulings in respect of statutory provisions and their impact upon bargaining by the parties. Board declines to make requested orders.

Practice and Procedure - Abandonment – Board considers it authority to declare that bargaining rights have been abandoned – Board confirms its prior decision regarding abandonment and its statutory authority to determine if abandonment has occurred.

REASONS FOR DECISION

Background:

[1] **Kenneth G. Love Q.C., Chairperson:** The International Union of Elevator Constructors, Local No. 102 (the "Union") is the Union certified to represent employees engaged in the Elevator Constructor Trade Division who are employed by employers represented by CLR

Construction Labour Relations Association of Saskatchewan Inc. ("CLR") as the Representative Employers' Organization ("REO") established pursuant to the *Construction Labour Relations Act, 1992*[1] (the "*Act*"). The National Elevator and Escalator Association ("NEEA") is an association of large national elevator companies who acts as the bargaining agent on behalf of those employers in some other provinces, but not in Saskatchewan. Regina Elevator Co. Ltd. is a Saskatchewan based elevator constructor who did not appear at the hearing of this matter.

[2] The parties agreed that this matter should be heard pursuant to the provisions of *The Construction Industry Labour Relations Act, 1992*, (the "*CILRA"*) and *The Saskatchewan Employment Act*. (the "*SEA*").

[3] For the reasons which follow, the application is dismissed.

Preliminary Matters

[4] At the commencement of the hearing, CLR applied to have the application summarily dismissed, or, alternatively, that the Board should hear and decide the matter without the need for oral evidence being heard. Counsel for CLR argued that there was no arguable case made out in the pleadings filed by the Union. Alternatively, counsel argued that the application was made out of "curiosity" by the Union and requested numerous declarations which this Board had no jurisdiction to make.

[5] Counsel for CLR also argued that there was no basis for a claim of abandonment of bargaining rights made by the Union in respect to CLR in respect of its representational rights for contractors certified within the Elevator Constructor trade division.

[6] Counsel for the Union argued that the application by CLR was not properly made and should not be heard by the Board. Furthermore, he argued that some of the parties did not have notice of the application made by CLR.

[7] Counsel also argued that the procedure used by CLR amounted to "trial by ambush" and should not be permitted to proceed.

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[1] While this decision comes well after the repeal of *The Construction Industry Labour Relations Act, 1992* on April 29, 2014 with the proclamation of *The Saskatchewan Employment Act* SS. 2013, c. S-15.1, the underlying application was filed on August 20, 2013 prior to the passage of the replacement Act and the proclamation of the successor legislation and amended by the Union on February 25, 2016.

[8] Counsel for NEEA argued that they had requested a dismissal of the application in their reply, albeit not a summary dismissal. NEEA joined with CLR in their request for the application to be summarily dismissed.

[9] In their arguments regarding abandonment or bargaining rights by CLR, both CLR and NEEA relied upon a decision of this Board in *International Brotherhood of Electrical Workers, Local 529 v. Saunders Electric Ltd.*[2] The Union argued that one or the other of CLR or NEEA had abandoned their bargaining rights.

Decision:

[10] After argument, the parties agreed that it was unnecessary for the Board to make any ruling regarding the abandonment issue. The Board considered and determined that the summary dismissal application would be dismissed because the matter raised an arguable case regarding a dispute between the parties which could be adjudicated on pursuant to section 6-110 of the *SEA*.

Facts and Matters to be Determined:

[11] In its application, the Union alleged the following relevant facts:

1. That the Union was at all material times, a trade union within the meaning of the *SEA* and a chartered local, in good standing, of the International Union of Elevator Constructors.
2. That in 1992, by Ministerial Order, the Elevator Constructor Trade Division was created, that consisted of all unionized employers with whom the Union had established bargaining rights. That Ministerial Order was made pursuant to the *CILRA*, which designation was continued under the *SEA*.
3. That CLR is the designated REO for the Elevator Constructor Trade Division.
4. That each of the Respondent Employers and the Interested Party have been, at all relevant times, involved in operations in the Elevator

[2] [2008] CanLII 47057 (SKLRB)

Constructor Trade Division within the Province of Saskatchewan and some have operations in other jurisdictions in Canada, including the Province of Manitoba.

5. That, by various collective bargaining agreements, each of the Respondent Employers and the Interested Party have recognized the Union as the agent to bargain collectively on behalf of its members in the Province of Saskatchewan and other jurisdictions in Canada.
6. That negotiations for collective bargaining agreements between the Union and the Respondent Employers and the Interested Party were, at one time, negotiated on a national basis, but more recently they have been negotiated on a provincial or multi-provincial basis. Saskatchewan and Manitoba have lately been included within the same agreement.
7. That presently, there are two groups of Employers, those belonging to NEEA and those that do not (the "Independents").
8. That NEEA represents Kone Inc., Otis Canada Inc. and ThyssenKrupp Elevator. The Independents are Regina Elevator Co. Ltd. and Abco Elevator.
9. That a collective bargaining agreement was negotiated between NEEA, in respect of the Employers which it represents, and the Union commencing on December 1, 2013, which agreement expires on November 30, 2016.
10. That the Union has also negotiated a collective bargaining agreement with the Independents which commenced on December 1, 2013 expiring on December 30, 2016.
11. That, notwithstanding the proclaimation of the *SEA* on April 29, 2014, the Union and both members of NEEA and the Independents, have, for the most part, recognized and have abided by the current collective bargaining agreement. An exception to this is that one contractor, ThyssenKrupp has raised, in January of 2016, an issue regarding the jurisdiction of an arbitrator, asserting that the collective bargaining agreement is "void" insofar as it relates to construction employees and activities.

12. That CLR has not been a party to the negotiations concerning prior collective bargaining agreements reached by the parties. The Union acknowledged that The Saskatchewan Construction Labour Relations Counsel (the "SCLRC") did participate in negotiations which resulted in a collective bargaining agreement which was in effect from 1986 to 1988.
13. On or about January 9, 2015, NEEA applied to the Board to become the REO for the Elevator Constructor Trade Division. By its decision dated June 19, 2015, the Board determined that NEEA would be a suitable entity to represent employers within the Elevator Erector Trade Division. NEEA was required to amend and submit a revised Constitution and Bylaws to the Board prior to issuance of an order appointing NEEA as the REO for the Elevator Constructor Trade Division. On August 28, 2015 NEEA sought leave to withdraw its application for appointment as the REO for the Elevator Constructor Trade Division. The Board granted that request and advised that it considered the application to be withdrawn.
14. That a new collective bargaining agreement will be required to be negotiated in respect of the Elevator Constructor Trade Division. The Union corresponded with both NEEA and CLR concerning commencement of negotiations for such new collective bargaining agreement. CLR, advised on January 8, 2016 that it:
    a) Would be formally exercising its role as REO under the *SEA* as bargaining agent for the Elevator Constructor Trade Division.
    b) That CLR and NEEA have agreed to "work collaboratively" during the next negotiations.
    c) That, in its opinion, the current collective agreement covers both construction work and non-construction work and that NEEA would retain bargaining responsibilities with respect to non-construction work.
    d) That notice to bargain a revised collective bargaining agreement should be sent to both NEEA and CLR.

[12] In its application, the Union requested the following relief:

a) An Order that the NEEA Employers and the Independents are unionized employers, having recognized the Union as the agent to bargain collectively for their employees.

b) An Order that NEEA Employers and the Independents are unionized employers operating within the construction industry in the Province of Saskatchewan and are bound by the terms of the *CILRA* and *SEA*.

c) A determination whether the past and present collective agreements with NEEA Contractors and the Independents are "national collective agreements" or otherwise fall outside of the normal provisions of the *CILRA* and/or the *SEA*.

d) If these agreements are national agreements or otherwise, a declaration as to which provisions of the *CILRA* and/or *The Trade Union Act* and/or the *SEA*, do or do not apply, most specifically those provisions involving collective bargaining and strike/lockout activities in both the construction and non-construction sector.

e) A determination of which organization, (if any) is to be considered the REO to bargain on behalf of the unionized employers in the elevator constructor trade division of the construction industry in the Province of Saskatchewan and the non-construction industry in the Province.

f) An order that each of the employers named above and the appropriate REO are bound by the terms of the above-noted collective bargaining agreements and any revisions to same.

g) A determination of what status and rights, if any, NEEA has to represent any employers operating in the Elevator Constructor Trade Division in the Province of Saskatchewan in relation to either construction on non-construction work.

h) A determination of what status and rights, if any, CLR has to represent any employers operating in the Elevator Constructor Trade Division in the Province of Saskatchewan in relation to either construction or non-construction work.

i) What obligations, if any, the applicant union has to engage in collective bargaining with CLR, NEEA or either or both of them in either the

construction or non-construction activities undertaken by the employers named within the application.

j) A declaration as to whether the union is obliged to deal with more than one representative employer's organization in collective bargaining.

k) A determination if the parties are obliged to engage in more than one set of negotiations in relation to renewing the collective bargaining agreements in place in relation to employees employed by the employers named in the within application.

l) A declaration as to whether the CLR, NEEA and/or both of them have abandoned their representational and other rights in relation to the employers named within and their dealings with the applicant union.

m) An order that the REO and each of the employers comply with *The Trade Union Act*, the *CILRA*, and the *SEA*.

n) A determination as to whether the present or proposed system or systems of collective bargaining complies with the provisions of the *CILRA*, *The Trade Union Act*, and the *SEA*.

o) Such further and other orders as may be just.

Parties arguments:

[13] All of the parties who appeared at the hearing presented oral arguments. It is not beneficial to outline those arguments here. They will be referenced as necessary in our analysis below.

Analysis:

[14] In its prayer for relief, the Union has requested a profusion of orders or declarations. For the reasons which follow, we decline to make any of the requested orders or declarations.

Background:

[15] Some background will also be helpful in understanding the scheme of the legislation concerning collective bargaining in the construction industry in Saskatchewan as set out in the *CILRA* and carried forward into the *SEA.*

[16] In the Board's decision in *Construction Labour Relations Association of Saskatchewan Inc. v. International Association of Heat and Frost Insulators and Asbestos Workers, Local 119*[3], the Board considered the history and the nature of the scheme of collective bargaining in the construction sector. In so doing, the Board relied upon an affidavit of Mr. Andrew C.L. Sims Q.C., a former chairperson and Vice-chairperson of the Alberta Labour Relations Board. At paragraph [19] *et seq* the Board says:

> ***[19]*** *Mr. Andrew C.L. Sims Q.C[2]. provided an Affidavit to the Board which was entered into evidence. While he was not qualified as an expert witness, his Affidavit evidence was not challenged by the Union. In his Affidavit, Mr. Sims describes the nature of registration/accreditation system adopted almost uniformly in Canada for collective bargaining in the construction industry. He notes that the system of collective bargaining in the construction industry arose out of the "Goldenberg-Crispo" report[3]. He notes that this "report led to the adoption of the registration/accreditation provisions [by legislation] in other jurisdictions, including Saskatchewan."*
>
> ***[20]*** *In Mr. Sims Affidavit, he summarized the system and its ramifications for unions, employers and competition in the industry as follows:*
>
> 1. *The core essence of a registration/accreditation scheme is that for unionized contractors operating in the same market are bound to adopt a common bargaining position and advance that position through an agent obligated to bargain on their behalf;*
> 2. *The system results in wages that apply equally to all unionized contractors;*
> 3. *The system is mandatory;*
> 4. *Registration/accreditation eliminates or reduces the competition that resulted where trade unions dealt with each employer individually and used one employer to "leap frog" over another;*
> 5. *Registration/accreditation was designed to reduce a unionized employer's vulnerability to union bargaining power; the 'quid pro quo" is that unionized employers are not free to individually negotiate wage rates with a trade union directly, and therefore, improved its competitive position in relation to its competitors who have a relationship with the same union.*
>
> ***[21]*** *Mr. Sims went on to note at paragraph 10 of his Affidavit that:*

[3] [2016] CanLII 30543 (SKLRB)

10. Registration/accreditation systems are desirous to both employers and owners because of the particular vulnerability or an employer in a competitive industry. Without the registration/accreditation system, nothing would prevent a union from settling with one employer only or negotiate more favourable terms and conditions which then places that employer in a better position to obtain work than its competitors. Similarly, an employer who holds out for more advantageous terms may find itself frozen out of work because others have agreed upon terms. Strikes may be staged sequentially so as to expose one employer after another to economic pressure. Collectively, such practices have been described as "whipsawing" or "leap frogging". Registration protects unionized employers from such targeted union tactics, evening out the power imbalance between the large craft unions and the more diverse and sometimes smaller employers bound to bargain with that union.

11. To permit trade unions subject to a registration/accreditation system to negotiate directly with employers and maintain different terms and conditions than those bargained by the REO would run contrary to the very purpose of a mandatory registration/accreditation system, and would allow employers to obtain an unfair competitive advantage over their fellow contractors.

[22] *The rationale postulated by Mr. Sims must be considered in the context of the construction industry. Work in the construction industry has several unique characteristics.[4] One of those features is the transitory nature of the work locations, being project which has a beginning and an end. Another is the specialization within the construction industry resulting in an array of craft trade unions and related specialty contractors. One of the institutional manifestations of these two characteristics is the role of the hiring hall in construction industry labour relations. Because the work sites and the work at those sites are not permanent, employers typically hire employees only when necessary and those employees are employed only for the duration of the work available. Once work at one site is concluded, the employee is released and may well be re-employed by a competitor of his former employer for another project.*

[23] *As noted by Mr. Sims, the nature of work in the construction industry and the nature of the collective bargaining system resulted in a unique scheme for collective bargaining in the construction industry throughout Canada. This unique scheme in the Saskatchewan context is embodied in Division 13 of Part VI of the SEA.*

[24] *The provisions of Division 13 are not new to the law of Saskatchewan. Prior to the enactment of the SEA, bargaining in the construction industry was regulated by The Construction Industry Labour Relations Act, 1992****[5]****. However, this legislation was not the first legislation in Saskatchewan which regulated collective bargaining in the construction industry. A previous statute, The Construction Industry Labour Relations Act, was passed in 1979, and repealed in 1983.*

[17] In this decision, the Board determined that employers who had recognized a union as the agent to engage in collective bargaining on behalf of unionized employees working in a trade for which a trade division had been established pursuant to section 6-66 of the *SEA* fell within the definition of “unionized employer” under Division 13. In that case, the union had supplied employees to Kaefer Industrial Services Ltd. and had entered into a collective agreement regarding the supply of those workers on terms which were different than the terms of the current collective agreement between the union and CLR.

[18] CLR alleged that the union was guilty of an unfair labour practice by entering into negotiations directly with a unionized employer rather than negotiating with the REO for the insulator trade division, which was CLR. The Board found that the union was guilty of the unfair labour practice allegation because, the legislative scheme in the construction industry was designed to require all “unionized employers” as defined in the *SEA* to bargain through the REO to avoid imbalance in the bargaining relationship. The definition of “unionized employer” applied to Kaefer, notwithstanding the Kaefer was not certified to the union to bargain collectively on behalf of employees of Kaefer.

[19] However, this scheme of collective bargaining applies only to the construction industry as defined in section 6-65 of the *SEA*. It is interesting to note that this definition was modified by amendments made to the *CILRA* in 2010 to exclude maintenance work from the previous definition. Accordingly, there is what is referred to in the application as “construction” work which is defined in section 6-65 of the *SEA*, and non-construction work which is any work, including maintenance which does not fall within the definition in section 6-65.

[20] To this, there must be added an additional wrinkle. That is, that the *CILRA* contained a definition of a “national collective agreement” in section 2(k) of that Act. In the *CILRA,* that definition was as follows:

> ***“national collective agreement*** *means a collective bargaining agreement negotiated between a trade union and a group of employers that applies in two or more jurisdictions in Canada.*

That definition was not carried forward into the *SEA*.

[21] Some of the Orders or Declarations sought by the Union in this case are, we think, requests to have the Board provide an advance ruling on issues that may arise between

the parties before any such issues have actually arisen. In its decision in *CLR Construction Labour Relations Association of Saskatchewan Inc.* and *Construction and General Workers Union, Local 180 et al*[4], the Board considered its ability to provide advance rulings to parties under its authority given by sections 6-103 and 6-110 of the *SEA*. We will, however, deal with each of the requests for relief below.

a) An Order that the NEEA Employers and the Independents are unionized employers, having recognized the Union as the agent to bargain collectively for their unionized employees.

[22] The Board does not have a sufficient factual background with respect to this request to make the determination requested. The Board is aware that the Union is the certified bargaining representative to bargain collectively for the employees of ThyssenKrupp Elevator Canada Limited[5], Otis Canada Inc.[6] and Kone Inc.[7].

b) An Order that NEEA Employers and the Independents are unionized employers operating within the construction industry in the Province of Saskatchewan and are bound by the terms of the *CILRA* and *SEA*.

[23] Again, the Board does not have a sufficient factual basis to make the Order requested. It may well be, but we hesitate to speculate, that the decision in *Construction Labour Relations Association of Saskatchewan Inc. v. International Association of Heat and Frost Insulators and Asbestos Workers, Local 119*[8] may apply. The Union is represented by experienced counsel who can, undoubtedly provide advice in this regard.

c) A determination whether the past and present collective agreements with NEEA Contractors and the Independents are "national collective agreements" or otherwise fall outside of the normal provisions of the *CILRA* and/or the *SEA*.

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[4] Unreported LRB File Nos. 030-16 and 103-16
[5] LRB File No. 216-13
[6] LRB File No. 218-13
[7] LRB File No. 219-13
[8] [2016] CanLII 30543 (SKLRB)

[24] The value of such a determination at this stage, and without a proper factual grounding is not appropriate. A definition of "national agreement" is not contained within the *SEA* and any determination of that issue would, in our opinion, be moot.

> **d) If these agreements are national agreements or otherwise, a declaration as to which provisions of the *CILRA* and/or *The Trade Union Act* and/or the *SEA*, do or do not apply, most specifically those provisions involving collective bargaining and strike/lockout activities in both the construction and non-construction sector.**

[25] Again, the value of a determination at this stage is unnecessary and the making of a determination is not appropriate. Both *The Trade Union Act* and the *CILRA* were repealed with the proclamation of the *SEA* and are no longer in effect.

> **e) A determination of which organization, (if any) is to be considered the REO to bargain on behalf of the unionized employers in the elevator constructor trade division of the construction industry in the Province of Saskatchewan and the non-construction industry in the Province.**

[26] Based upon the facts outlined above, CLR continues to be the REO for the elevator constructor trade division. No Board Order determining a new REO for that sector has been issued.

> **f) An order that each of the employers named above and the appropriate REO are bound by the terms of the above-noted collective bargaining agreements and any revisions to same.**

[27] At the hearing of this matter, all of the parties present agreed that the current collective agreement remained in effect. While that may have been challenged before an arbitrator as noted above, the Board does not interpret the provisions of collective agreements and would defer to the arbitrator to make that determination pursuant to section 6-111(l) of the *SEA*.

g) A determination of what status and rights, if any, NEEA has to represent any employers operating in the Elevator Constructor Trade Division in the Province of Saskatchewan in relation to either construction on non-construction work.

[28] No determination is required to be made. Based upon the background above, counsel for the Union can provide advice in respect of this matter. As noted by the Board in *CLR Construction Labour Relations Association of Saskatchewan Inc.* and *Construction and General Workers Union, Local 180 et al*[9], it is not the role of the Board to provide legal advice to the parties.

h) A determination of what status and rights, if any, CLR has to represent any employers operating in the Elevator Constructor Trade Division in the Province of Saskatchewan in relation to either construction or non-construction work.

[29] No determination is required to be made in respect of this determination either. Based upon the background above, counsel for the Union can provide advice in respect of this matter. As noted by the Board in *CLR Construction Labour Relations Association of Saskatchewan Inc.* and *Construction and General Workers Union, Local 180 et al*[10], it is not the role of the Board to provide legal advice to the parties.

i) A declaration as to whether the union is obliged to deal with more than one representative employer's organization in collective bargaining.

[30] The Board cannot make the declaration requested based upon the fact situation as presented. There may be a difference in who the Union must bargain with depending on whether or not the bargaining is conducted under Division 13 or not.

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[9] Unreported LRB File Nos. 030-16 and 103-16

[10] Unreported LRB File Nos. 030-16 and 103-16

j) A declaration as to whether the union is obliged to deal with more than one representative employer's organization in collective bargaining.

[31] The answer to this question is self-evident based upon the background provided above. Legal counsel can provide advice with respect to this question.

k) A determination if the parties are obliged to engage in more than one set of negotiations in relation to renewing the collective bargaining agreements in place in relation to employees employed by the employers named in the within application.

[32] Again, the answer to this question is self-evident, depending on whether or not the negotiations are pursuant to Division 13.

l) A declaration as to whether the CLR, NEEA and/or both of them have abandoned their representational and other rights in relation to the employers named within and their dealings with the applicant union.

[33] This question consumed a good deal of the time at the hearing of this matter and requires some comment. Firstly, CLR and NEEA took the position that the Board had no jurisdiction to declare bargaining rights abandoned based upon the Board's decision in *International Brotherhood of Electrical Workers, Local 529 v. Saunders Electric Ltd.*[11]. The Union took the position that by failing to take advantage of its bargaining rights that CLR, or alternatively NEEA, had abandoned those rights.

[34] The first issue that needs to be addressed is that the case cited by both CLR and NEEA was reconsidered by this Board and overturned[12]. Secondly, *The Trade Union Act* was amended in 2010 following the Board's decision to specifically provide authority to find abandonment. That statutory authority has been continued in section 6-16 of the *SEA*.

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[11] [2008] CanLII 47057 (SKLRB)

[12] See *International Brotherhood of Electrical Workers, Local 529 v. Saunders Electric Ltd.*[2009] CanLII 63147 (SKLRB)

[35] In the 2009 reconsideration decision in *Saunders*, the Board outlined the principles upon which a finding of abandonment can be founded. At paragraph [54], the Board says:

> *[54] There are, however, some principles which can be distilled from Adams and cases which have dealt with the issue which can be provided for guidance of the labour relations community. These are:*
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> 1. *The onus of proof in abandonment cases is upon the party who asserts the rights have been abandoned;*
>
> 2. *The focus of the inquiry by the Board should be upon the use or lack thereof of the collective bargaining rights granted to the Union under the Act. The activities of the employer, may, in some instances, give rise to an unfair labour practice, but the underlying basis of the principle of abandonment is that a union has failed to exercise the rights granted to it to bargain collectively; and*
>
> 3. *If a failure to utilize collective bargaining rights has been established, then the inquiry must turn to a determination of whether there any other factor or factors which would excuse the inactivity or lack of use of the rights by the Union.*

[36] Again, we have insufficient evidence before us to enter into a consideration of the above noted principles nor has the Board been provided with any evidence which may excuse the inactivity or lack of use.

[37] Additionally, abandonment is applicable only with respect to loss of bargaining rights by a Union. It would be highly unusual, but perhaps, theoretically not impossible, for a claim of abandonment to be made by a Union as against an employer. However, given that a certification order by this Board requires an employer to bargain collectively with the appointed bargaining agent and not the converse, it would be extremely improbable.

[38] As a result, we decline to make any finding regarding abandonment or any order in that regard.

m) An order the REO and each of the employers comply with *The Trade Union Act*, the *CILRA*, and the *SEA*.

[39] No order is required in respect of this request. If a failure to comply, accompanied by appropriate facts is made out, the Union may bring an appropriate application to insure compliance with the *SEA.*

n) A determination as to whether the present or proposed system or systems of collective bargaining complies with the provisions of the *CILRA*, *The Trade Union Act*, and the *SEA*.

[40] Absent any factual basis and a claim that there has been a breach of a particular provision of the *SEA,* the Board cannot make the requested Order. Should a dispute arise that the parties wish to refer to the Board, it can be considered at that time. If there is an alleged breach of the *SEA* and facts determined in support, the Board could consider those facts at that time.

o) Such further and other orders as may be just.

[41] No further requests for relief were made.

[42] The Application is dismissed.

[43] This is an unanimous decision of the Board.

DATED at Regina, Saskatchewan, this 21st day of July, 2016.

LABOUR RELATIONS BOARD

Kenneth G. Love Q.C.
Chairperson