AMALGAMATED TRANSIT UNION, LOCAL 615, Applicant v. CITY OF SASKATOON, Respondent

LRB File No. 269-14; February 24, 2016
Chairperson, Kenneth G. Love, Q.C.; Members: Don Ewart and Dennis Perrin

For the Applicant: Gary Bainbridge
For the Respondent: Christine Bogad

Unlawful lockout – Lockout of transit employees by City determined by Board to have been unlawful because there was a matter pending before the Board when lockout notice issued – Board awarded compensation to Union members for period between the date the lockout notice was given up until the date the matter which was pending before the Board, was concluded.

Compensation for Unlawful lockout – Board issued Order requiring compensation to transit employees who were unlawfully locked out by City – Following Board Order for compensation, Union applied to Board for additional compensation for period between the date the matter, which was pending before the Board was resolved, and the date the City issued a fresh lockout notice to the Union.

Board reviews previous decision and grant of compensation – Board determines that application amounts to a collateral attach on the Board's earlier Order with respect to compensation arising out of the unlawful lockout by the City.

Reconsideration of previous decision – Board reviews its jurisprudence for reconsideration of the previous Board Order – Finds no grounds on which the previous Order could be reconsidered.

REASONS FOR DECISION

Background and Facts:

[1] Kenneth G. Love, Q.C., Chairperson: The Amalgamated Transit Union, Local 615, (the "Union" or "ATU") is certified as the bargaining agent for a unit of employees of The

City of Saskatoon (the "Employer" or the "City"). The Union and the City have been engaged in lengthy negotiations in respect to a renewed collective agreement.

[2] The genesis of this dispute comes from a lockout notice served by the City on the Union on September 18, 2014. At the time the lockout notice was served, there was an application pending before the Board arising out of LRB File No. 079-14[1]. That application was an unfair labour practice, filed by the Union, respecting the terms and conditions of employment of Mr. Doug Mongovius (the "Mongovius ULP").

[3] The City applied to the Board to have the Mongovius ULP referred to the summary dismissal process utilized by the Board. The Board had begun the summary dismissal process, but that process had not concluded by the time the lockout notice was served on the Union by the City.

[4] Prior to dealing with the lockout notice issue, the Board dealt with the Mongovius ULP on October 3, 2014. The Board issued its Order in respect of this application on October 3, 2014 and provided Letter Reasons for its decision on November 5, 2014.

[5] Following delivery of the lockout notice, the Union applied to the Board, on September 22, 2014,[2] seeking to have the lockout notice declared unlawful pursuant to Section 6-62(1)(l)(i) of *The Saskatchewan Employment Act* (the "*SEA*"). That application was ultimately successful.[3]

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[1] See Amalgamated Transit Union, Local 615 v. Saskatoon (City) [2014] CanLII 63995 (SKLRB)
[2] LRB File No. 210-14
[3] *Supra* note 1

[6] The Board heard the lockout notice application on October 14, 2104. Following the hearing the Board reserved its decision. On October 17, 2014, the Board issued its Order in relation to the lockout notice legality. In that Order, the Board declared the lockout to be a violation of Section 62(1)(l)(i) of the *SEA* and made the following Order:

Saskatchewan
Labour Relations
Board

LRB File No. 210-14

IN THE MATTER OF

An application alleging the commission of an unfair labour practice or other contraventions of The Saskatchewan Employment Act;

BETWEEN:

Amalgamated Transit Union, Local 615

APPLICANT

- and -

City of Saskatoon

RESPONDENT

BEFORE:

Steven Schiefner, Vice-Chairperson)
Don Ewart)
Dennis Perrin)

DATED** at Saskatoon, Saskatchewan, on the 17th day of October **, 2014.

ORDER

***THE LABOUR RELATIONS BOARD,** pursuant to Section 6-104 of The Saskatchewan Employment Act, finds as follows:*

1. *that application bearing LRB File No. 079-14 was pending before the Saskatchewan Labour Relations Board within the meaning of Section 6-111(2)(a) of The Saskatchewan Employment Act and that said application was pending from the day on which that application was first considered by an in camera panel of the Board on June 3, 2014 until the day on which the decision of this Board was made disposing of that application, being October 3, 2014;*

2. *that the Respondent Employer did unlawfully threaten to lockout members of the Applicant Union when an application was pending before the Board in contravention of Section 6-62(1)(l)(i) of The Saskatchewan Employment Act;*

3. *that the Respondent Employer did unlawfully lockout members of the Applicant Union when an application was pending before the Board in contravention of Section 6-62(1)(l)(i) of The Saskatchewan Employment Act;*

4. *that the Respondent Employer did unlawfully make changes to the conditions of employment, benefits and privileges of members of the Applicant Union when an application was pending before the Board in contravention of Section 6-62(1)(l)(i) of The Saskatchewan Employment Act; and*

5. *that the within application is no longer pending before the Board.*

THEREFORE, THE LABOUR RELATIONS BOARD, *pursuant to Section 6-104 of The Saskatchewan Employment Act,* ***HEREBY:***

6. ***ORDERS*** *the Respondent Employer to cease and desist from its current lockout of members of the Applicant Union and to refrain from declaring another lockout until such time as it has complied with Section 6-34 of The Saskatchewan Employment Act;*

7. ***ORDERS*** *the Respondent Employer to pay compensation to the members of the Applicant Union for monetary loss suffered as a result of the unlawful actions of the Employer in locking out said members while an application was pending before the Board for the period during which the said application was pending before the Board;*

8. ***ORDERS*** *the Respondent Employer and Applicant Union to meet to attempt to resolve quantum of monetary losses arising from the unlawful lockout; failing which either party shall have leave to request the Board reconvene at a set time and place to hear evidence and argument on the issue of quantification of losses occasioned by the lockout;*

9. ***GRANTS LEAVE*** *to the parties to file submissions with the Board on the appropriate relief to be Ordered by the Board, if any, with respect to the enactment of Bylaw No. 9224 of the City of Saskatoon, being The General Superannuation Plan Amendment Bylaw, 2014, and the changes made by the Respondent Employer to the conditions of employment, benefits and privileges of members of the Applicant Union when an application was pending before the Board;*

10. ***RESERVES JURISDICTION*** *to determine:*

    (a) the amount of compensation for monetary loss payable by the Respondent Employer under paragraph 7 above in the event that the parties are unable to agree on this issue; and

    (b) the appropriate remedial relief, if any, arising out of the enactment of Bylaw No. 9224 and the changes made to the conditions of employment, benefits and privileges of members of the Applicant Union when an application was pending before the Board.

The Board's Order was transmitted to the parties by the Board Registrar, via email, on Friday, October 17, 2014 at about 10:00 AM. Reasons for the Board's decision were given by the Board on October 21, 2014.

[7] On October 17, 2014, the City again served a new lockout notice on the Union. The Union accepted service of this notice at 12:55 PM on that date. That notice was not proceeded with and was withdrawn by the City on October 24, 2014, following negotiations between the parties.

[8] The Union filed this application on December 12, 2014 claiming that the City should be responsible to compensate the Union for the period between October 3, 2014 and October 17, 2014, since, they claimed, that the unlawful lockout had continued during that period and until a proper notice had been given by the City until October 17, 2014. Alternatively, the Union claimed that the lockout continued until some of the Union's members returned to work on October 19, 2014 with the remainder returning on October 20, 2014.

Relevant statutory provision:

[9] Relevant statutory provisions are as follows:

> ***Unfair labour practices – employers***
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> ***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:*
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> *. . .*
>
> *(l) to declare or cause a lockout or to make or threaten any change in wages, hours, conditions or tenure of employment, benefits or privileges while:*
>
> *(i) any application is pending before the board; or*
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> *. . .*
>
> ***Board powers***
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> ***6-104****(2)In addition to any other powers given to the board pursuant to this Part, the board may make orders:*
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> *. . .*
>
> *(b) determining whether an unfair labour practice or a contravention of this Part, the regulations made pursuant to this Part or an order or decision of the board is being or has been engaged in;*
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> *(c) requiring any person to do any of the following:*
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> *(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;*
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> *(ii) to do anything 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:*

(a) to require any party to provide particulars before or during a hearing or proceeding;

(b) to require any party to produce documents or things that may be relevant to a matter before it and to do so before or during a hearing or proceeding

(c) to do all or any of the following to the same extent as those powers are vested in the Court of Queen's Bench for the trial of civil actions:

(i) to summon and enforce the attendance of witnesses;

(ii) to compel witnesses to give evidence on oath or otherwise; and

(iii)to compel witnesses to produce documents or things;

(d) to administer oaths and affirmations;

(e) to receive and accept any evidence and information on oath, affirmation, affidavit or otherwise that the board considers appropriate, whether admissible in a court of law or not;

(f) subject to the regulations made pursuant to this Part by the Lieutenant Governor in Council:

(i) to determine the form in which evidence of membership in a union or communication from employees that they no longer intend to be represented by a union is to be filed with the board on an application for certification or for cancellation; and

(ii) to refuse to accept any evidence that is not filed in the form mentioned in subclause (i);

(g) subject to the regulations made pursuant to this Part by the Lieutenant Governor in Council:

(i) to determine the time within which any party to a hearing or proceeding before the board must file or present any thing, document or information and the form in which that thing, document or information must be filed; and

(ii) to refuse to accept any thing, document or information that is not filed or presented within the time or in the form determined pursuant to subclause (i);

(h) to order preliminary hearings or procedures, including pre-hearing

settlement conferences;

(i) to determine who may attend and the time, date and place of any preliminary hearing or procedure or conference mentioned in clause (h);

(j) to conduct any hearing or proceeding using a means of communication that permits the parties and the board to communicate with each other simultaneously;

(k) to adjourn or postpone the hearing or proceeding;

(l) to defer deciding any matter if the board considers that the matter could be resolved by mediation, conciliation or an alternative method of resolution;

(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);

(o) to summarily refuse to hear a matter that is not within the jurisdiction of the board;

(p) to summarily dismiss a matter if, in the opinion of the board, there is a lack of evidence or no arguable case;

(q) to decide any matter before it without holding an oral hearing;

(r) to decide any question that may arise in a hearing or proceeding, including any question as to whether:

(i) a person is a member of a union;

(ii) a collective agreement has been entered into or is in operation; or

(iii) any person or organization is a party to or bound by a collective agreement;

(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;

(t) to enter any premises of an employer where work is being or has been done by employees, or in which the employer carries on business, whether or not the premises are those of the employer, and to inspect and view any work, material, machinery, appliances, articles, records or documents and question any person;

> *(u) to enter any premises of a union and to inspect and view any work, material, articles, records or documents and question any person;*
>
> *(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;*
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> *(w) to enter on the premises of an employer for the purpose of conducting a vote during working hours, and to give any directions in connection with the vote that it considers necessary;*
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> *(x) to authorize any person to do anything that the board may do pursuant to clauses (a), (b), (d), (e), (i), (j), (s), (t), (u) and (w), on any terms and conditions the board considers appropriate; and*
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> *(y) to require the person authorized pursuant to clause (x) to report to the board on anything done by that person.*

Union's arguments:

[10] The Union provided an extensive Brief and case authorities which we have read and found helpful.

[11] The Union's principal argument was that the Board had overlooked the period from October 3, 2014 (the date the Mongovius ULP was finally resolved) to October 17, 2014, (the date on which the City issued the second lock out notice). They argued that the lock out notice given on September 18, 2014 continued to be unlawful after October 3, 2014. It argued that without a proper notice, a strike or lockout was unlawful *ab initio* citing *Williams Plumbing and Heating Co. (Re:)*[4].

[12] The Union also argued that a failure to comply with the statutory requirements for a valid lockout notice rendered the notice unlawful citing *Canadian National Railway Co. (Re:)*[5] The Union argued that the City's original lockout notice was unlawful in that it failed to comply

[4] [1987] Alta LRBR 535
[5] 2007 CIRB 379, 145 CLRBR (2d) 143

with the statutory requirements in the *SEA*. In support, it quoted from the Board's decision in LRB File No. 210-14[6].

[13] The Union argued that since the City had never issued a valid lockout notice until October 17, 2014, that the Union's members should be compensated for the whole of the period of the lockout not just the period from September 18 to October 3, 2014. Furthermore, the Union argued that the City should have been required to issue a new lockout notice upon the determination of the Mongovius ULP on October 3, 2014 as the original lockout notice was found to be defective.

Employer's arguments:

[14] The City also provided an extensive Brief and case authorities which we have read and found helpful.

[15] The City argued that the question of compensation for the unlawful lockout had been fully resolved in its October 17, 2014 decision and the question was now *res judicata*. The City argued, relying upon *British Columbia (Workers' Compensation Board v. Figliola,*[7] that the Union was estopped from raising the compensation issue again because the Union was asking that the Board determine the same question, that the earlier decision had been final and the parties to the dispute are the same. The City also relied upon comments by this Board from *Metz (Re:)*[8] and other decisions referenced in their Brief.

[16] The City also argued that the current application offended the rule of collateral attack as noted by the Supreme Court in *Figliola*. The City also cited this Board's decision in *K-Bro Linen Systems Inc. (Re:)*[9].

[17] The City argued as well that this application constituted an abuse of process by the Union, again as noted in *Figliola*. The City also cited, in its Brief, other authorities where abuse of process had been dealt with by this Board.

[18] In each of the above noted doctrines, the City argued it was intended to provide finality to the decisions of Courts and the Board. It argued that the Board's decision in LRB File

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[6] *Supra* note 1.
[7] [2011] 3 SCR 422
[8] [2007] S.L.R.B.D. No. 2, 133 C.L.R.B.R. (2d) 115, [2007] CanLII 68747 (SKLRB)
[9] [2015] CanLII 19984 (SKLRB)

No. 210-14 dealt with all of the issues between the parties and must be considered final. The City further argued that the Board had already considered and dealt with the issue of monetary compensation in its October 17, 2014 Order and that the Reasons provided showed that he Board was live to those issues. It noted that the Board did not, in its determination, require a fresh lockout notice to be given on October 3, 2014, but rather, only required that notice be given after release of the Order on October 17, 2014 and that the City complied immediately with that Order and issued the second lockout notice, *albeit* that it was later redacted.

[19] The City also argued that the application should be dismissed.

Union's arguments in Reply:

[20] In reply, the Union argued that the principles noted by the City in its argument were previously dealt with by the Board when the Board dismissed, by Order dated July 10, 2015, a summary dismissal application made by the City in respect of this application.

[21] The Union argued that the Board had never determined the lawfulness of the lockout post October 3, 2014. In support of its position, the Union cited portions of the transcript from the hearing held by the Board.

[22] The Union argued that *res judicata* and abuse of process were inapplicable to this case. The Union further argued that in order to invoke either of these principles, the City was required to show a "plain and obvious case", citing several decisions in its Brief.

[23] Finally, the Union argued that cause of action estoppel does not apply in this circumstance, again citing numerous authorities in its Brief.

Analysis:

[24] The parties in this case made out excellent, *albeit* convoluted arguments in relation to their positions, which can be simply stated as the Union saying that the Board did not consider the period between the time that the Mongovius ULP was resolved on October 3, 2014 and the date on which the Board issued its Order on October 17, 2014. The City argued the contrary, that the Board dealt with that period of time in its Order. For the reasons that follow, we agree with the position of the City in respect of the Board's determination of this issue.

[25] The Board originally heard this matter on October 14, 2014. In its application to the Board, the Union requested the following relief:

> *i) The Union and its members have suffered and are suffering monetary losses and irreparable pension losses as a result of this unlawful lockout, and the Union seeks damages and payment for the said losses pursuant to Section 6-104(2)(e) of the Act and section 14(1)(d) of the Regulations, as well as a restraining order respecting any further lockout action pending final resolution of LRB File Nos. 079-14 and 097-14.*

[26] The Union argued that it limited its claim for relief in that application because that application dealt with the illegality of the lockout notice and it did not contemplate in that application that the lockout notice would be struck down by the Board. It further argued that since the lockout notice was void *ab initio*, that they were entitled to bring this subsequent application to cover the period during which the unlawful lockout continued to the date the Board dealt with the issue by its Order dated October 17, 2014.

[27] By extension, in our opinion, this rationale requires that the Board presume that the City was required to serve a fresh lockout notice following the Board concluding the Mongovius ULP. However that would, in our opinion, require an impossible degree of prescience on the part of the City, since the Board did not issue its Order declaring the lockout notice unlawful until October 17, 2014.

[28] A converse argument could have been made out by the City that the Union should have anticipated the result and sent its members back to work once the Mongovius ULP had been determined. There was no evidence that the Union took any such steps. When questioned by the Board with respect to that aspect of its argument, the Union took the view that it was entitled to rely upon the lockout notice being void *ab intio* and that their members remained locked out, *albeit* with an unlawful lockout notice. They argued that the unlawful lockout therefore continued.

[29] In its Order, the Board made it clear that compensation would be payable by the City to members of the Union only for that period during which the lockout was precluded by the Mongovius ULP. The Order was issued on October 17, 2014 and could have, if that panel of the Board had so wished, included the period between October 3 and October 17, 2014 as compensable. It did not. In our opinion, the Board's Order on October 17, 2014 clearly

established that compensation would be due only for the period up to October 3, 2014 and not thereafter.

[30] The Board agrees with the City that this application represents a collateral attack on the Board's earlier Order, which, in the circumstances, should have been final. If the Union was unhappy with the result, and unhappy with the Order made by the Board, an application for reconsideration of the Board's decision could have been made. Additionally, the Board remained seized on the issue of compensation granted by virtue of paragraph 7 of its Order. It is our understanding that the parties have resolved that issue between them.

[31] This application, without saying so, clearly asks the Board to reconsider its October 17, 2014 Order to add addition compensation for the period after the date that the Mongovius ULP was resolved and was no longer pending before the Board. We would decline to do so. The Board's Order was final and complete on October 17, 2014. The City responded immediately to impose a fresh lockout upon receipt of the Board's Order.

[32] The Board utilizes a (2) two part process in consideration of applications for reconsideration of its decisions. The first step on the road to reconsideration of a Board decision is for an applicant to demonstrate to the Board that its decision should be reconsidered based upon the factors utilized by the Board, which were adopted in its decision in *Remai Investment Corporation, operating as Imperial 400 Motel v. Saskatchewan Joint Board, Retail, Wholesale and Department Store Union et a*l.[5]

[33] That decision outlined (6) six criteria upon which the Board would potentially reconsider its decision in a particular case. For an application to succeed, an applicant must convince the Board that the application satisfies one or more of these criteria. Those criteria are as follows:

> *1. If there was no hearing in the first instance and a party subsequently finds that the decision turns on a finding of fact which is in controversy and on which the party wishes to adduce evidence; or,*
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> *2. if a hearing was held, but certain crucial evidence was not adduced for good and sufficient reasons; or,*
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> *3. if the order made by the Board in the first instance has operated in an unanticipated way, that is, has had an unintended effect on its particular application; or,*

> *4. if the original decision turned on a conclusion of law or general policy under the Code which law or policy was not properly interpreted by the original panel; or,*
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> *5. if the original decision is tainted by a breach of natural justice; or,*
>
> *6. if the original decision is precedential and amounts to a significant policy adjudication which the Counsel may wish to refine, expand upon, or otherwise change.*

[34] The Board applies a stringent test in determining whether or not a reconsideration application should be allowed. In its decision in *Grain Services Union v. Saskatchewan Wheat Pool et al.*[10], the Board said at page 456:

> *A request for reconsideration is not an appeal or a hearing de novo, nor is it an opportunity to reargue a case, raise new arguments or present new evidence, but rather, it generally allows important policy issues to be addressed, such as evidence to be presented that was not previously available, or errors to be corrected.*

[35] The reason why such a stringent test is applied by the Board is to accord a serious measure of finality to the decisions of the Board while affording a fulsome degree or flexibility to respond to exigencies of fact and circumstances which may mitigate against the continued governance of determinations earlier made.

[36] A reconsideration is not an appeal of a decision of the Board, nor is it an opportunity to re-argue the case from a revised perspective. In *Kennedy v. C.U.P.E., Local 3967,*[11] the Board made the following comments at paragraph [9]:

> *[9] The Board's authority and willingness to reconsider its prior decisions is often confused with a right of appeal. However, as Chairperson Bilson noted in the Remai Investment Corporation decision, and as this Board has confirmed in numerous decisions since then, the power to re-open a previous decision must be used sparingly and in a way that will not undermine the coherence and stability of the relationships the Board seeks to foster. In other words, while the Board has authority to reconsider its own decisions, doing so is neither a right of appeal nor an opportunity for an unsuccessful applicant to re-argue and/or re-litigate a failed application before the Board. See: Grain Services Union (ILWU – Canada) v. Saskatchewan Wheat Pool, Heartland Livestock Services (324007 Alberta Ltd.) and GVIC Communications Inc., [2003] Sask. L.R.B.R. 454, LRB File No. 003-02; and Saskatchewan Government and General Employees' Union v. Government of Saskatchewan, [2011] CanLII 100993 (SK LRB), LRB File No. 005-11. This*

[10] [2003] Sask. L.R.B.R. 454, LRB File No. 003-02
[11] [2015] CanLII 60883 (SKLRB)

> *Board's willingness to reconsider its prior decision is founded in the periodic need for the Board to address important policy issues arising out of our jurisprudence and/or to avoid injustices. However, the Board must balance the need for policy refinement and error correction with the overarching need for finality and certainty in our decision-making process. As a result, both our approach to reconsideration applications and the criteria upon which we rely establish a high threshold for any applicant seeking to persuade this Board to review a previous decision.*

[37] Of the *Remai* criteria, only criterion 3 could be applicable in these circumstances. However, we do not agree that the Board's Order of October 17, 2014 operated in an unanticipated way or had an unintended effect on that particular application.

[38] The issue of compensation was clearly "live" between the parties. In its Order, the Board chose to restrict the compensation payable by the City to the Union's members to that period during which the Mongovius ULP was outstanding. That was its determination, which decision was issued (2) two weeks after the Mongovius ULP had been resolved by the Board's oral disposition on October 3, 2014. The Board could have, but did not, order compensation for the whole period prior to the hearing of the Union's application in LRB File No. 210-14, which sought to declare the lockout notice unlawful (October 14, 2014) or prior to the issuance of its Order on October 17, 2014.

[39] This issue could have been directly dealt with by the Union at the hearing on October 14, 2014, if it sought compensation after October 3, 2014 as outlined in its original application, but it did not. It seems disingenuous, not having raised the issue earlier, to now, by this fresh application, seek to correct that oversight.

[40] In our opinion, the Board's Order of October 17, 2014 was final with respect to the issue of compensation. In that Order, the Board restricted compensation payable to the members of the Union to that period during which the Mongovius ULP was outstanding rather than extending the compensatory period to include the date on which a fresh lockout notice was to served as argued by the Union. The City could only have served that fresh lockout notice when directed to do so by the Board in its Order on October 17, 2014. As noted above, it did so promptly upon gaining knowledge of that requirement and only withdrew that notice after negotiations between the parties.

[41] For these reasons, the application is dismissed. An Order dismissing the application will accompany these reasons.

[42] This is a unanimous decision of the Board.

DATED at Regina, Saskatchewan, this **24th** day of **February, 2016.**

LABOUR RELATIONS BOARD

Kenneth G. Love, Q.C.
Chairperson