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Ontario Labour Relations Board HIGHLIGHTS

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Scope Notes

The following are scope notes of some of the decisions issued by the Ontario Labour Relations Board in October of this year. Some of these decisions will appear in the September/October issue of the OLRB Reports:

Duty of Fair Representation – Trade Union – Unfair Labour Practice – As a result of a corporate amalgamation (with job cuts inevitable) Beachville Lime Limited inter-mingled employees represented by Local 3264 and Local 774 – On a section 69 application, Local 3264 (the larger unit) prevailed in a representation vote with the Board declaring it as the bargaining agent – After efforts to reach a merger agreement failed, Local 3264 demanded and obtained endtailing – The Board found that 3264's collective agreement applied and the Board did not intervene on the issue of seniority – After lay-offs occurred and grievances were filed by former Local 774 members, the Board found that 3264's decision not to pursue the grievances was not made in bad faith, or in an arbitrary or discriminatory manner – Local 3264's duty did not commence until the Board order that it was the bargaining agent and their decision to protect the interests of the majority of their members was one they were entitled to make – That is, they could stand behind the seniority provisions of their collective agreement and the interpretation of its clauses as advanced by its legal counsel – Their decision to endtail was the result of a lengthy process of deliberation, legal consultation, failed negotiation and Board litigation – The decision not to process the grievances was a direct consequence of these deliberations and was put to a vote by all the members of 3264, including the new 774 members – It was also consistent with Board jurisprudence concerning duty of fair representation cases and seniority issues (see *William Geddes, Michael Burkett, Great Atlantic and Pacific Tea Company, and Woodbridge Foam Corp*) – Applications dismissed

BEACHVILLE LIME LIMITED AND CEP, LOCAL 3264; RE COMMUNICATIONS, ENERGY AND PAPERWORKERS UNION OF Canada, LOCAL 774 AND INDIVIDUAL GRIEVORS; File Nos. 0738-01-U; 2778-00-U; Dated October 20, 2003; Panel: Patrick Kelly (36 pages)

Construction industry – Sector determination – Termination – The main issue on this application for termination was whether the applicant was employed in the ICI or the heavy engineering sector of the construction industry, on the date the application was filed – The applicant was performing non-structural superficial repairs (removal and replacement of damp ceiling tiles) in the Madison/Sheppard Tunnel Walkway, which was originally constructed in 1979 pursuant to a heavy engineering collective agreement, although the parties did not know who did the finishing work – The Board found the construction project at issue concerned repair to the surface of the tunnel and the work characteristics of this project had nothing in common with the work characteristics normally associated with heavy engineering – Furthermore an assessment of work characteristics also includes collective bargaining and here, although not determinative, the responding parties and intervenor had treated the work as falling within the ICI sector – The Board found the work to be in the ICI sector and directed that the ballots be counted

C.S.B.I. CONTRACTING LTD.; RE CARLOS RIBEIRO AND JOSE OLIVEIRA; RE LIUNA, LOCAL 506; UNIVERSAL WORKERS UNION

LOCAL 183; File No. 0334-01-R; Dated October 20, 2003; Panel: Harry Freedman (7 pages)

Certification – Practice and Procedure – Representation Vote – Unfair Labour Practice – In this application for certification where not more than 50% of the votes were cast in favour of the applicant, the union alleged that the employer had committed unfair labour practices and requested another representation vote pursuant to section 11 – The Board heard evidence from three non-managerial employees who were the originators of anti-union documents about which the union complained – A majority of the Board found no direct evidence of employer involvement in the anti-union campaign – The Board found the employees initiated the anti-union campaign and conducted it themselves and that the materials provided by the company to employees in their pay envelopes were within the bounds of free speech permitted under section 70 of the Act – Concerning calls to employees to encourage them to vote and arrange for them to vote according to their production lines, there was no evidence that supervisors called employees to tell them how to vote – While employers may be taking a risk by making these calls, it was not a violation of the Act to encourage employees to vote or to facilitate that process – Finally, the Board found in this case there was no need for the employer to disassociate itself from the employees' anti-union campaign – While documents placed on bulletin boards in most workplaces may take on an added dimension (reasonable for an employee to assume the contents have the employer's approval), here the workplace was unusually flexible in that employees used the photocopiers for their personal use and posted personal notices on the bulletin boards and washroom walls – The Board found that the employer had not violated the Act and accordingly there was no basis to order another representation vote – Applications dismissed

CAMP CANADA LIMITED; RE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 183; File Nos. 0334-03-R; 0510-03-U; Dated October 9, 2003; Panel: Laura Trachuk, J.A. Ronson, R.R. Montague (Dissenting) (21 pages)

Certification – Reconsideration – The employer requested reconsideration of the Board's decision that found employees, who were dismissed earlier in the day prior to a certification application having been filed, were entitled to vote – A majority of the Board elaborated on the reasons why individuals who had, and ceased to have, an employment relationship should be allowed to vote: they might desire union representation to contest their termination, or assert some right or entitlement and they might want to take advantage of whatever bargaining power a union might have to secure recall rights for them – Also, there was no principled distinction between employees who were let go right before or right after an application arrives and there is no reason to treat one set of individuals different than the other – Reconsideration dismissed

CORESLAB STRUCTURES (ONT) INC.; RE UNITED STEELWORKERS OF AMERICA; File No. 3820-02-R; Dated October 1, 2003; Panel: Patrick Kelly, D.A. Patterson, J.A. Rundle (Dissenting) (5 pages)

Settlement – The parties differed as to the interpretation of a clause setting out the wage rate for paramedics pursuant to Minutes of Settlement arising from earlier Board files – The settlement set out one rate for P1 paramedics and another for P2 paramedics – The issue between the parties was whether these were the rates for all P1 and P2 paramedics (flat rates) or whether they were end rates (requiring movement up the grid) – The Board found that on a plain meaning of the words in the settlement the parties had agreed to a flat rate, since the plain language stipulates a single wage for each paramedic classification; it was impossible to extrapolate what the grid would contain (assuming the rate agreed to was an end rate); and there was no consistency in the differentials between different levels – Finally, the Board rejected the argument that the grid was frozen as part of another clause as this would make no sense given the specific negotiation of wage rates in the clause at issue – Declaration of a breach

CORPORATION OF THE CITY OF HAMILTON; RE ONTARIO PUBLIC SERVICE EMPLOYEES' UNION; File No. 0185-03-U; Dated October 20, 2003; Panel: Christopher J. Albertyn (10 pages)

Construction Industry – Jurisdictional Dispute – The United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada ("UA") claimed that two contractors, Eastern Construction ("Eastern") and Vanbots Construction ("Vanbots") wrongly assigned work to the United Brotherhood of Carpenters and Joiners of America ("Carpenters") - The dispute

involved the installation of washroom accessories related to plumbing fixtures at two projects of the contractors – The UA asserted that the *Bondfield* decision was wrongly decided by the Board and has resulted in work being shifted to the Carpenters – The UA placed paramount importance on *Pigott #2,* arguing it was correctly decided and ought to govern the work assignment – The Board noted that *Pigott #2* stood as the only decision where a work dispute was resolved solely on the basis of a trade agreement, regardless of any other factors (and the context), and ought not to be followed – The Board applied the traditional factors for the assignment of work – The Board found area practice and employer practice favoured the assignment to the Carpenters, while only the 1939 International Trade agreement (a factor given little weight) favoured the UA – Application dismissed

EASTERN CONSTRUCTION COMPANY LIMITED, AND UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA; RE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 46; File Nos. 2841-02-JD; 2842-02-JD; Dated October 2, 2003; Panel: David McKee (16 pages)

Employment Standards – *Prima facie* – The applicant requested a review of the ESO's determination that his claim for termination pay and unpaid wages was time barred – On the material filed the Board found pursuant to section 118 and Rule 46 that the Board had no jurisdiction to make an order – The applicant last worked as an employee in June 2000, when he was represented by a trade union – He brought his employment standards complaint in April 2003 – The Board found section 111(1) prohibited an ESO and the Board from issuing an order for wages if the wages became due more than six months before the complaint was made, and additionally that section 99(2) prohibits an employee represented by a trade union from filing an application with the Employment Standards Branch, unless permitted to do so by the Director of Employment Standards – Accepting all the evidence at its best the Board was without jurisdiction to make the orders requested – Application dismissed

EDSCHA OF CANADA AND DIRECTOR, EMPLOYMENT STANDARDS; RE PAUL KOSHTY; File No. 0588-03-ES; Dated October 10, 2003; Panel: Mary Ellen Cummings (3 pages)

Certification – Representation Vote – Settlement – Unfair Labour Practice – The parties agreed in writing, after the votes were counted, that the application for certification could be dismissed – The union's unfair labour practice complaint requested another representation vote relying on events which occurred prior to the agreement being signed, including events the day of the vote and the previous day – The Board found the union could not rely on any events it knew about (since it had already agreed the application for certification could be dismissed: see *Midtown Meats Cold Storage Ltd.*), however it found that the union could rely on the events directly prior to the day of the vote and on the vote day, since the union could not reasonably have known about those events prior to the certification worksheet sign off – The Board stated that an agreement to dismiss a certification application cannot be used to bar a remedial request in an unfair labour practice complaint that relies on events occurring close to the representation vote that the union could not reasonably know about, and did not know about – Matters proceed

GEORGIAN RETIREMENT HOME, THE; 1145427 ONTARIO LIMITED C.O.B. AS; RE ONTARIO FEDERATION OF HEALTH CARE WORKERS, LIUNA, LOCAL 1110; File Nos. 0862-03-R; 1074-03-R; Dated October 17, 2003; Panel: Mary Ellen Cummings (5 pages)

Education Act – Jurisdictional Dispute – Both OSSTF and ETFO claimed the work of teaching the "Learning Life Skills" (LLS) program to pupils above thirteen years of age – The dispute arose as a result of the amalgamation of two former boards and the parties agreed that only one federation should have the work – The Board notes that this decision is only necessary because there is no single teachers' federation with bargaining rights for all public school teachers in Ontario; that both federations' teachers can teach the LLS program, both are qualified for the task and there is a mixed practice provincially – The Board began its analysis by finding that there was no impediment in the *Education Act* to the teaching of LLS students in secondary schools by teachers in either federation nor does it prescribe one over the other – Next the Board turned to its usual jurisdictional dispute criteria which were not helpful especially given that the employer had shown no preference – The Board examined other labour relations considerations and found that a clear line of demarcation between the

elementary and secondary bargaining units was important and this was best accomplished by looking to the nature of the school where the work was being performed – Since it was at a secondary school the secondary panel should teach LLS – The core criterion in section 277.3 of the *Education Act* for the determination of a bargaining unit is the school, not the program taught in the school – This view is also supported by organizational considerations which support the work being done by OSSTF instead of ETFO – School Board directed to assign the work to members of the OSSTF

KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD; RE OSSTF, DISTRICT 14; RE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO, ON ITS OWN BEHALF AND ON BEHALF OF ITS KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD TEACHERS' LOCAL ("ETFO"); File No. 0797-01-JD; Dated October 28, 2003; Panel: Christopher J. Albertyn (30 pages)

Adjournment – Related Employer – Sale of Business – Unfair Labour Practice – These applications arose as a result of the purchase by Torstar of three papers (The Record, The Guelph Mercury and The Cambridge Reporter) – The union alleged that one aspect of the integration of these papers under Torstar was the transfer of systems work from The Record bargaining unit to a Corporate IT Group, which thereby continued to perform bargaining unit work covered by the union's collective agreement – The union also filed a grievance demanding the remittance of union dues – The responding parties asked the Board to adjourn and defer the matter to arbitration – The Board found that the nature of the issues (not purely contractual), the multiplicity of the parties in the applications before the Board (and the fact only two parties appear at arbitration), and the potential for additional and different evidence arising in the Board proceeding all militated against the Board deferring to arbitration – Motion dismissed – Matter proceeds

KITCHENER-WATERLOO RECORD, THE, A DIVISION OF TDNG INC.; GRAND RIVER VALLEY NEWSPAPERS A DIVISION OF TDN INC.; THE GUELPH MERCURY TDNG INC. A SUBSIDIARY OF TORSTAR INC.; THE CAMBRIDGE REPORTER A DIVISION OF TDNG INC.; TDNG INC.; TORSTAR MEDIA GROUP; TORONTO STAR NEWSPAPERS LIMITED AND TORSTAR CORPORATION; RE CEP, LOCAL 87-M SOUTHERN ONTARIO NEWSPAPER GUILD; File Nos. 1167-03-R; 1168-03-U; Dated October 10, 2003; Panel: Tanja Wacyk (5 pages)

Health and Safety – Suspension – The applicant employer requested that the Board suspend an Order of the Health and Safety Inspector, pending appeal, requiring the employer to install a guard on a pallet truck – The Board followed the test in *General Motors* finding first, that the health and safety of the worker would not be endangered by the Order being suspended since the worker's conduct was beyond even negligence and carelessness (that is, it was beyond the limit of behaviour that could be reasonably anticipated as likely to occur); second, that the applicant was prejudiced by the vagueness of the Order and the potential expenses; and third, that there existed a strong *prima facie* case in favour of the applicant – Request for suspension granted

LOBLAW COMPANIES EAST; RE UFCW, LOCAL 1000A, AND GIBSON McILWRATH, INSPECTOR, MINISTRY OF LABOUR; File No. 1907-03-HS; Dated October 9, 2003; Panel: David A. McKee (5 pages)

Construction Industry – Related employer – Sale of Business – As the last of a series of applications arising out of the split up of Ontario Hydro into several businesses, the Board dealt with the following subsidiaries of Hydro One: Ontario Hydro Energy Inc. (Energy), Hydro One Delivery Services Inc. (HODS), and Hydro One Telecom Inc. (Telecom) – Although the respondents all acknowledged that the statutory preconditions for a declaration under subsection 1(4) existed, their primary argument was that none of the work done could constitute an erosion or partial erosion of the applicants' bargaining rights (in that the work was either not construction work or not within the scope of the collective agreements), or in the alternative, with respect to Energy and HODS, they were inactive and hence no labour relations purpose would be served in issuing a declaration – The Board noted that the purpose of section 1(4) is to preserve the meaningful nature of bargaining rights, protecting them from being deliberately subverted, or from being eroded by commercial decisions entirely divorced from labour relations considerations – Concerning Energy the Board found that some actual or reasonably foreseeable erosion of bargaining rights under one collective agreement (not all) was sufficient; that as long as the corporation still existed, even if inactive, a

declaration was in order although only from the date of the decision, and finally the "off-property" and "on-property" collective agreements executed by Hydro One before the creation of the other responding parties are not reasons for refusing to issue a declaration – Concerning HODS, the Board found with respect to CUSW and the Labourers that the fact that these applications were brought before the employer actually performed any work was not a reason not to grant the application – However with respect to the UA's bargaining rights, no erosion had occurred nor was there any reasonably likely to occur, and hence there was no labour relations purpose to issuing a declaration under 1(4) – Concerning Telecom, an active business, the Board found that the erosion of the bargaining rights of CUSW and the Labourers was easily identified-they had conclusively shown a reasonable claim to the work under their collective agreements – However no work that had been performed or contemplated by Telecom appeared to engage the UA's bargaining rights – Declarations issued

ONTARIO HYDRO SERVICES COMPANY/-HYDRO ONE INC.; HYDRO ONE NETWORKS INC.; HYDRO ONE NETWORKS SERVICES INC.; ONTARIO HYDRO ENERGY INC.; HYDRO ONE TELECOM INC.; HYDRO ONE REMOTE COMMUNITIES INC.; HYDRO ONE DELIVERY SERVICES INC.; RE CANADIAN UNION OF SKILLED WORKERS; RE POWER WORKERS' UNION, CUPE LOCAL 1000 – CLC; File Nos.3161-00-R; 3162-00-R; 3163-00-R; 3164-00-R; 2983-01-R; 0938-02-R; Dated October 28, 2003; Panel: David A. McKee (22 pages)

Construction Industry Grievance – Poured Wall Corp., although agreeing it was bound to the collective agreement, argued that the Board ought not to enforce a particular clause that required PWC to post a bond (protecting the union and its members from loss due to insolvency) in the amount of $100,000 because the clause was discriminatory, unreasonable, against public policy, and contrary to the *Competition Act,* R.S.C. 1985, ch. C-34 – The Board found the amount was neither excessive nor discriminatory, given the difficulties in projecting future risks and the reasonableness of having an "average" level of security for all employers – The Board found it did not have the jurisdiction to entertain a "public policy" argument once engaged in the adjudication of rights under a collective agreement, although it commented on the availability of section 167(2) of the Act as potential means for PWC to engage the Board concerning its issue with the Association – Finally, the Board found there was no violation of section 79 of the *Competition Act* – Grievance dismissed

POURED WALL CORP. LTD.; RE UNIVERSAL WORKERS UNION, LIUNA, LOCAL 183; File No. 1529-02-G; Dated October 1, 2003; Panel: David A. McKee (8 pages)

Bargaining unit – Employee – Certification – Representation Vote – Trade Union – In these displacement applications for certification by RWDSU, CAW-Canada and USWA, the result of the run-off vote was 202 for USWA and 201 for RWDSU, subject to disputes about: one ballot found "spoiled" by the Conciliator, one ballot counted in favour of the USWA (challenged by RWDSU), and two segregated ballots – On the ballot counted in favour of USWA the Board found that the circle around the USWA's name, rather than a mark in the circle next to USWA met the Board's test from *National Communications and Data Company* (does not disclose the identity of the voter and does clearly indicate the voter's choice) and ruled the counting of the ballot appropriate – On the ballot marked spoiled there was an "x" within the circle next to Steelworkers, however there were also markings which appeared to be a signature or series of initials within the circle – The Board found the ballot was spoiled since the signature markings may identify the person and they also make the voter's intentions unclear, thereby failing both the Board's tests – The segregated ballots were employees who were terminated by the employer and who had filed grievances – The Board found these employees to be "employees in the bargaining unit" for the purposes of section 10(1) as, having filed grievances, they had a "reasonable expectation of return to employment" – Certificate issued to RWDSU, other applications dismissed

SATISFIED BRAKE PRODUCTS INC.; RE RWDSU DISTRICT COUNCIL OF THE UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION; RE THE UNITED BROTHERHOOD OF RETAIL, FOOD, INDUSTRIAL AND SERVICE TRADES INTERNATIONAL UNION; SATISFIED BRAKE PRODUCTS EMPLOYEES ASSOCIATION, LOCAL 101 OF UNITED BROTHERHOOD OF RETAIL FOOD INDUSTRIAL SERVICE AND TRADES INTERNATIONAL UNION (U.B.R.F.I.S.T.) EMPLOYEES BY ITS TRUSTEE, HEMI MITIC; NATIONAL AUTOMOBILE, AEROSPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA); USWA; File Nos. 1568-03-R; 1591-03-R; 1593-03-R;

Dated October 22, 2203; Panel: Laura Trachuk (10 pages)

Construction Industry Grievance – Grievance alleges a violation of the union security provisions by the employer for subcontracting work falling under the scope of the Provincial Agreement to contractors not in contractual arrangements with the union – The employer's defence was that a *bona fide* decision to subcontract (rather than "self-perform" with union members) when met with the complete non-availability of union subcontractors, could not result in any loss to the union or its members, even if a nominal breach had occurred – The Board found that the union security clause in this Provincial Agreement, unlike the one in the Sheet Metal Workers Provincial Agreement which ends with the words "providing such subcontractors are available", is a strict clause requiring compliance whether the decision to subcontract was made in good faith or not – Although the employer has the right to decide whether to do the work at all and which means to use, it must perform the work with union members – As long as sufficient unemployed members of the applicant are available under the hiring provisions of the collective agreement, damages would flow – Grievance allowed with damages according to *Blouin Drywall*

SHERWOOD WINDOWS LIMITED; RE INTERNATIONAL ASSOCIATION OF BRIDGE, STRUCTURAL, ORNAMENTAL AND RE-INFORCING IRON WORKERS, LOCAL 721; File No. 0556-02-G; Dated October 30, 2003; Panel: Caroline Rowan (13 pages)

Construction Industry Grievance – Employer – Employer Association – The Employer Association referred a grievance to the Board regarding an employer's refusal to pay an industry fund as set out in the provincial collective agreement – The employer raised three preliminary motions: first, the Board lacked jurisdiction as the grievance was not a "grievance" within the meaning of section 133; alternatively, the Association cannot grieve the refusal to pay the industry fund outside the ICI sector, since the Association is not a party to the employer's collective agreements with the union outside the ICI; and thirdly, that the grievance was untimely – On the first issue the Board revisited its earlier decisions in *J.G. Rivard* (where it found that an employer association cannot refer a grievance against an employer) in light of statutory amendments to the Act and the Supreme Court of Canada's decision in *Weber* and found that such a "grievance" was consistent with section 133 and the purposes of the Act, and accordingly it may be referred to the Board for determination – On the second issue it rejected the argument that two collective agreements existed and found that the Board had already explicitly found in its earlier decision that by virtue of the employer signing the "me too" agreements it was bound to a single collective agreement with the union – On the final issue the Board found the Association's reasons for delay were reasonable, that there was no prejudice to the employer and finally that the Board, in any event, had already limited the Association's ability to recover industry fund money retroactive to the commencement of the current agreement – The Board did not find it appropriate to limit the extent of the applicant's recovery any further – Preliminary objections dismissed

THYSSEN ELEVATORS LIMITED; RE NATIONAL ELEVATOR AND ESCALATOR ASSOCIATION; File No. 1156-03-G; Dated October 9, 2003; Panel: Caroline Rowan, G. Pickell, G. McMenemy (24 pages)

Court Proceedings

Certification – Judicial Review – Termination – Unfair Labour Practice – The employer was opening a new facility in a different municipality, and proposed to move several of its existing bargaining units (represented by different trade unions) to the new location – Two trade unions (CAW and UFCW, Local 175) communicated with employees, staking a claim to represent them in the new facility based on similar language in their respective collective agreements – The CAW subsequently applied to certify the employees – The employer and the UFCW, Local 175 responded by asserting the CAW's application was untimely because of a pre-existing collective agreement covering other locations – The following day the national office of the UFCW filed a second application for certification – The Board found that s. 66 of the Act did not apply to the instant case – An agreement to extend pre-existing bargaining rights is not the same as an agreement to give bargaining rights where none existed before – The Board held further that there was no evidence of employer support which would attract the application of s. 53 of the Act, nor were there any other violations of the Act which would oust the collective agreement entered into between the employer and UFCW, Local 175 – The Court found that the Board's decision that the preconditions to the application

of section 66 had not been met was not patently unreasonable and agreed with the Board's finding that the CAW had not met the significant evidentiary burden required under section 53 – The Court stated that "the determination of competing representation and bargaining rights between trade unions falls squarely within the specialized jurisdiction, expertise and experience of the Board" – Application dismissed

COCA COLA BOTTLING COMPANY, UFCW, LOCALS 175 AND 393W AND OLRB; RE CAW-CANADA AND ITS LOCAL 385; File Nos. 0176-01-R; 0178-01-U; 0179-01-R; 0203-01-R (Court File No.751/02); Dated October 10, 2003; Panel: McCrae, Dunnet, Jennings JJ. (4 pages)

Constitutional Law – Judicial Review – Stay – Unfair Labour Practice – The union, duly certified, filed an unfair labour practice when the employer refused to bargain – The intervenor First Nation Band challenged the Board's jurisdiction to hear the complaint, and related matters, on the basis that it had passed its own Labour Code – The Board framed a constitutional question and directed the parties to file pleadings – The intervenor applied for judicial review of the Board's decision and sought a stay of the Board's proceedings – In motions court, the presiding judge ordered the parties to secure a date for a full hearing of the stay application and granted an interim stay pending the full argument – The Court found that the First Nation had raised no exceptional circumstances which would warrant the court departing from its well established practice of refusing to fragment the proceedings and that it could not establish a strong *prima facie* case for a determination that the Board is without jurisdiction to decide the constitutional questions – Motion for a Stay dismissed

MISSISSAUGA OF SCUGOG ISLAND FIRST NATION; RE NATIONAL AUTOMOBILE, AERO-SPACE, TRANSPORTATION AND GENERAL WORKERS UNION OF CANADA (CAW-CANADA) AND ITS LOCAL 444, GREAT BLUE HERON GAMING COMPANY, OLRB; File Nos. 1271-03-U; 1336-03-M; 1414-03-M (Court File No. 585/03); Dated October 9, 2003; Panel: Ferrier J. (4 pages)

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Some of the decisions listed in this bulletin will be included in the publication Ontario Labour Relations Board Reports. Copies of advance drafts of the OLRB Reports are available for reference at the Library, now located on the 7th Floor, 505 University Avenue, Toronto.

Pending Court Proceedings

Case name & Court File No.	Board File No.	Status
Cecilia Collier v. TTC Division Court File No. 706/03	0632-02-U	pending
Electrical Power Systems Construction Association and **Comstock Canada Ltd.** v. Sheet Metal Workers' International Association, Local 30 and OLRB Court File No. 679/03	1894-02-G DECEMBER HIGHLTS	pending
Dawit Tuquabo v. USWA L 9597, Securitas Canada Ltd. Court File No. 03-DV-000935 – OTTAWA	2377-02-U	pending
Slavtcho Petrov Detchev v. OLRB, Ministry of Labour, **Canadian Feed Screws Mfg. Ltd**. Court File No. 618/03	2701-00-ES	Pending – Mar/Apr. 2004
Mississauga of Scugog Island First Nation v. CAW-Canada & its Local 444, Great Blue Heron Gaming Co. Court File No. 585/03	1271-03-U; 1336-03-M; 1414-03-M	Interim stay granted Sept. 24/03 Motion for stay dismissed Oct.9/03
Director of Employment Standards v. William Brown**, North York Chevrolet Oldsmobile Ltd**.	2235-02-ES	Pending – Mar/Apr. 2004
Thyssen Elevator Ltd. cob as Thyssenkrupp Elevator v. National Elevator & Escalator Assoc., Int'l Union of Elevator Constructors Divisional Court File No. 410/03	2087-01-U	Pending
Girotti St. Catharines Ltd. v. Millwrights Union Local 1007 Divisional Court File No. 368/03	3060-02-G	Pending
Teamsters, Chemical, Energy and Allied Workers, Local Union 1880 v. **Dominion Colour Corp**. Divisional Court File No. 391/03	0425-02-U	Pending – Feb. 27, 2004
CAW-Canada v. **National Grocers Co. Ltd**. and UFCW, Locals 1000A, and 175/633 Divisional Court File No. 382/03	0137-02-R; 0139-02-R; 0179-02-R; 0450-02-U	Pending – Apr. 30, 2004
Greater Essex County District School Board Divisional Court File No. 276/03	3398-00-R	Pending
Windsor-Essex Catholic District School Board Divisional Court File No. 277/03	3426-00-R	Pending
OPSEU v. **Ontario Hospital Association** Divisional Court File No. 83/03	3631-02-U	Pending
Canadian Health Care Workers v. CAW-Canada, **Central Park Lodges** et al Divisional Court No. 646/02	1951-01-R; 2179-01-R; et al	Pending – March 2, 2004
CAW-Canada & its Local 385 v. **Coca-Cola** et al Divisional Court No. 751/02	0179-01-R; et al	Dismissed October 10/03; applic. for leave to appeal Oct

Case name & Court File No.	Board File No.	Status
		15/03
Ottawa-Carleton Public Employees Union Local 503 – CUPE v. **Ottawa Transition Board**, et al Divisional Court No. 02-DV-723	2353-00-PS	Pending – Nov. 27/03
Rosalina Papa v. HERE Local 75, et al Divisional Court No. 283/01	0426-00-U	Pending
Rocco Tassone v ATU Local 113, et al Divisional Court No. 84/02	3527-96-U	Dismissed November 24/03
William McNaught v. TTC, et al Divisional Court No. 254/02	3616-99-U; 3297-99-OH	Heard Dec. 12/02; reserved Application allowed Nov.6, 2003
Tender Choice Foods Inc. v. Mirjana Jazvin Divisional Court No. 454/02	3058-01-ES	Adjourned