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Ontario Labour Relations Board HIGHLIGHTS

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May 2004

OLRB Shoot-Out

The Board will be hosting its 5th annual golf tournament in support of the Ministry of Labour's United Way Campaign on Thursday, June 17, 2004 at the Heron Point Golf Links in Ancaster, Ontario. Information regarding the "OLRB ANNUAL SHOOT-OUT", including registration information, is appended to this issue of **eHighlights**. For further details, please contact Tim Parker at 416-326-7442 or by email at tim.parker@mol.gov.on.ca or visit the Board's website at www.gov.on.ca/lab/olrb/home.htm

Scope Notes

The following are scope notes of some of the decisions issued by the Ontario Labour Relations Board in April of this year. Some of these decisions will appear in the March/April issue of the OLRB Reports. The full text of recent OLRB decisions is now available on-line through the Canadian Legal Information Institute at www.canlii.org.

Alteration of Jurisdiction – Certification – Construction Industry – Duty of Fair Representation – Employee Bargaining Agency – Interference with Trade Union – Practice and Procedure – Remedies – Unfair Labour Practice – This decision addresses eight unfair labour practice complaints and the common issues (some of which depended on the results of the eight complaints) in sixty-eight applications for certification – The core issue underlying these proceedings relates to a long-standing struggle for power in Ontario between the International Union of Bricklayers and Allied Craftworkers ("IUBAC"), with Locals 6 , 7 and 25 in substantial alignment with the IUBAC, on the one hand; and the Brick and Allied Craft Union of Canada ("BACU"), its Locals, and the Ontario Provincial Conference of the IUBAC ("OPC") [collectively referred to by the Board as the "Ontario Group"], on the other hand – The Board reviewed the bargaining structure prior to its decision in *International Union of Bricklayers and Allied Craftworkers* [2001] OLRB Rep. May/June 615 and the fact that the Ontario Group was in *de facto* control of both the institutional and collective bargaining structure of the Union – The Board noted the Ontario Group's response to the Board's May 2001 decision, that is, despite the fact the Ontario Group had won extensive remedies, the result did not give them what they wanted—independence from the IUBAC – The Board reviewed the "Servicing Agreement" between the OPC and BACU and found that it was nothing more than an attempt by the Ontario Group to do indirectly what the statute does not permit it to do directly – The Board further found that by depriving Locals 6, 7, and 25 of all but the most limited amount of information, the process by which the Ontario Group executed the final version of the Servicing Agreement was a travesty of lawful, democratic decision making and a gross violation of the rights of the three local unions under both section 167(1) and section 147 – Additionally the substantive provisions of the Servicing Agreement violated sections 147 and 149, by threatening to eliminate the jurisdictions of the three locals, and violated section 167(1), since the OPC abdicated its role on behalf of the three local unions – As a result the Board issued a declaration that the Servicing Agreement was null and void for all purposes of the Act – The Board found the process of negotiating the Tile Provincial Collective Agreement (keeping the discussions within the confines of the Negotiating Committee) was

designed simply to keep the three locals in the dark as long as possible, an action motivated by bad faith, and accordingly was a violation of section 167 – Additionally, it was a use of collective bargaining processes as a means to effect internal union change—an arbitrary action – The ratification of the 2001-2004 Collective Agreements required the payment of "per capita" dues by the three locals to BACU when there was no institutional relationship between the two – The Board found this use of the collective agreement without legal justification and an abuse of power and as such a violation of section 167 – The Board ordered BACU to repay Locals 6, 7, and 25 all dues collected from their members for the past three years – The Board found the actions of BACU, acting as OPC-EBA in refusing to permit local unions to make pension contributions to the plan their members chose by majority vote to have violated section 167 in respect to their duty to the three locals, and section 74 with respect to each and every member of all three local unions – Concerning the applications for certification the Board found that the issue at stake was the right of the individual employees to exercise their right to join a trade union of their choice – The question then was whether the actions of BACU and OPC made it impossible for the Board to conclude that the ballots cast expressed the true wishes of the employees who voted – The Board concluded that the effect of the violations by the Ontario Group over the last three years on those members from the three locals who voted in the certification applications required specific remedial action, beginning with the dismissal of any application relating to a geographic area anywhere in the Province where the members of the bargaining unit were exclusively composed of members of the three locals – The Board concluded by affording the parties an opportunity to meet with the Chair of the Board to discuss their mutual future relationship in an attempt at settling their differences, prior to the completion of the decision by the Board

BACU, JERRY COELHO, TOM OLDHAM, KERRY WILSON, JOHN HAGGIS AND LUIGI SCODELLARO; RE BAC, LOCALS 6, 7 AND 25; RE IUBAC LOCALS 1, 2, 4, 5, 10, 12, 20, 23, 28, 29 AND 31; BAC; MASONRY INDUSTRY EMPLOYERS' COUNCIL OF ONTARIO; TERRAZO, TILE AND MARBLE GUILD OF ONTARIO INC.; File Nos. 1904-99-U; 3003-00-U; 3331-00-U; 1220-01-U; 2148-00-U; 2709-01-U 3790-03-U; 3868-03-U; 3548-03-R; 3550-03-R; 3552-03-R; 3553-03-R; 3554-03-R; 3555-03-R; 3556-03-R; 3557-03-R; 3558-03-R; 3561-03-R; 3562-03-R; 3579-03-R; 3580-03-R; 3581-03-R; 3582-03-R; 3583-03-R; 3584-03-R; 3585-03-R; 3604-03-R; 3605-03-R; 3610-03-R; 3611-03-R; 3612-03-R; 3613-03-R; 4615-03-R; 3616-03-R; 3617-03-R; 3629-03-R; 3631-03-R; 3633-03-R; 3635-03-R; 3636-03-R; 3653-03-R; 3654-03-R; 3655-03-R; 3656-03-R; 3657-03-R; 3658-03-R; 3693-03-R; 3693-03-R; 3694-03-R; 3695-03-R; 3696-03-R; 3697-03-R; 3699-03-R; 3703-03-R; 3754-03-R; 3782-03-R; 3783-03-R; 3798-03-R; 3799-03-R; 3800-03-R; 3823-03-R; 3825-03-R; 3826-03-R; 3844-03-R; 3845-03-R; Dated April 21, 2004; Panel: David A. McKee (61 pages)

Certification – Construction Industry – Practice and Procedure – In this application for certification the union asserted a bargaining unit of two persons – Only after the representation vote had taken place, in which 13 persons cast ballots, did the employer first take the position that the bargaining unit was composed of thirteen persons, and that they all should be entitled to vote – The Board described the process mandated by the Act and the Board's rules in an application for certification and explained that the issue of whether to relieve against its rules to accept late filing from a respondent rested on an inquiry of whether prejudice exists – The Board reviewed the presumptive prejudice that arises (given the lack of information, the union is left with an inability to assess the risk of proceeding to a vote with the concomitant risk of losing and facing a one year bar) – The Board, on these facts, found the union was prejudiced, and refused to permit the late filing of the employer's response raising the issue of additional persons, with the exception of one person, who was known to the Union as an employee and who they did not object to when he came to vote

GHODS BUILDERS INC.; RE UNIVERSAL WORKERS UNION, LIUNA LOCAL 183; File No. 3765-03-R; Dated April 1 & 8, 2004; Panel: David A. McKee (8 & 1 pages)

Construction Industry – Termination – Timeliness – This application for termination of bargaining rights in the construction industry was filed more than six months after the union was certified, at a time when no collective agreement was in place; however, it was filed subsequent to the appointment of a

conciliation officer – In order to determine whether this application was timely, the Board interpreted sections 63, 67 and 132 in light of section 126.1 of the Act – Although section 132(1) on its face suggests that, in the construction industry, a termination application may be timely when filed six months after certification and no collective agreement is in place, the Board noted that section 132 is not a complete code for determining the matter – Pursuant to section 126.1, sections 63 and 67 apply to the construction industry and those sections must be read together with applications made under section 132 – Accordingly, the appointment of a conciliation officer has the same effect on an application made under section 132 as it does on an application made under section 63: the appointment extends the time a newly certified union has for reaching a collective agreement without risking a loss of bargaining rights – Application dismissed

HALMINEN BUILDING CORPORATION (CLARINGTON); ROBERT ALDSWORTH; RE UNIVERSAL WORKERS UNION, LIUNA LOCAL 183; File No. 3505-03-R; Dated April 26, 2004; Panel: Harry Freedman, G. Pickell, G. McMenemy (4 pages)

Certification – Collective Agreement – Construction Industry Grievance – Employer Support – Termination – Unfair Labour Practice – Union Successor Status – This decision addresses a dispute between BACU Local 5 and IUBAC Local 6 which revolves around the scope of their respective collective agreements with Hyde Park Masonry (or its predecessors) – BACU Local 5, as alleged successor to IUBAC Local 5, and IUBAC Local 6 both claim rights to the same geographic area – In order to address this dispute the Board dealt with a variety of legal issues including, in part: the status of BACU Local 5 to bring the section 96 application on its own behalf, and on behalf of two members; whether the scope of the Local 5 and Local 6 collective agreements is in conflict or can co-exist; if coexistence is possible, whether Local 6's agreement is void for employer support – The Board revisited its earlier decisions on union successorship in *Kvaerner Jaddco* and *George and Asmussen Limited* in light of some additional facts and the Supreme Courts decision in *Berry v. Pully*, and concluded again that there had not been an effective transfer of bargaining rights from IUBAC Local 5 to BACU Local 5 – Accordingly the grievance was dismissed and the Board found that BACU Local 5 could not bring the s. 96 application on its own behalf, although it could on behalf of the two employees – Concerning the scope of the collective agreements, the Board found that while the Hyde Park/Local 5 agreement permitted Hyde Park to take its crews outside Board Area 3 under the terms and conditions of the collective agreement, it did not require the employer to employ their crews outside this area – The Board found that because the Local 5 collective agreement is not exclusive, the employer may engage members of Local 5 under the Local 5 agreement, members of Local 6 under the Local 6 agreement, or a combination of the two under the two agreements – The Local 6 collective agreement must be read in a manner that does not interfere with the Local 5 collective agreement – Grievance dismissed; Termination application dismissed; Unfair labour practice complaint dismissed subject to the return of some dues money and a declaration that Local 6's recognition clause was somewhat overly broad

HYDE PARK MASONRY LIMITED; RE BACU, LOCAL 5; IUBAC LOCAL 6; File Nos. 2158-00-R; 1072-00-G; 1357-00-U; Dated April 21, 2004; Panel: David A. McKee (36 pages)

Certification – Construction Industry – Practice and Procedure – *Prima facie* Motion – Unfair Labour Practice – One of the preliminary matters addressed by the Board concerned the responding party's motion that the applicant (Local 506) had abandoned its bargaining rights and that Local 506's response to these pleadings did not refute the "presumption" of abandonment – On this matter the Board found that Rule 46 deals with the sufficiency of an application, not the sufficiency of a defence raised by a party responding to an allegation, and that this proposition holds true even where the party is the applicant responding to a defence raised by a responding party – The Board did note that such an approach might be appropriate, on proper notice, in certain circumstances – On another procedural matter, where the OPDC and Local 506 were represented by two different counsel, the Board found that as a matter of fairness and efficient management of the hearing, Local 506 ought not to be in this position – The Board directed that the OPDC and Local 506 be represented by a single counsel – Proceeding continues

LIMEN MASONRY LIMITED AND SOLARC CONSTRUCTION LTD.; RE IUBAC, LOCAL 2, AND BACU LOCAL 2; ONTARIO MASONRY CONTRACTORS ASSOCIATION, MASONRY INDUSTRY EMPLOYERS COUNCIL OF ONTARIO, AND THE MASONRY CONTRACTORS ASSOCIATION OF TORONTO INC.; IUBAC; File Nos. 3020-02-R; 3808-02-U; 3809-02-R; 3059-02-R; 0170-03-U; 3270-03-R; 3271-03-U; Dated April 14, 2004; Panel: David A. McKee (12 pages)

Employment Standards – Related Employer – On a referral by an arbitrator pursuant to section 101(3) of the Act, the Board found that the companies were related since there was a wide area of common business activity: they carried on business together in an integrated manner, providing sequential services to clients; there was similarity in the markets of the two companies; they sold their products and services to the same customers; although one offered services and the other products, they operated within the same market; their businesses were directed toward the same customers – The Board further found that even though one company was in the construction industry and the other not, this factor does not carry the same weight that it would in a *Labour Relations Act* related employer matter – Finally the Board found that it is the payroll of an employer's operation in Ontario which is relevant for the purposes of the Act – Declaration of related employer

NORTHLAND SUPERIOR SUPPLY COMPANY LTD. AND DAYCON MECHANICAL SYSTEMS LTD.; RE SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 397; File No. 1141-03-ES; Dated April 8, 2004; Panel: Christopher J. Albertyn (10 pages)

Construction Industry – Duty of Fair Representation – Employer Bargaining Agency – The Sarnia Construction Association (SCA), a geographically defined association member of the Construction Labour Relations Association of Ontario (CLRAO), one of the constituent members of the Operating Engineers Employer Bargaining Agency (EBA), brought a complaint on its own behalf and on behalf of 47 member employers alleging that the allocation of votes among members of the EBA was a violation of s. 167(2) of the Act – The Board addressed two issues: first, whether a 1995 letter of understanding giving the SCA two out of five votes held by the Industrial Contractors Association (ICA) could be enforced; second, whether the EBA had violated section 167(2) by retaining the vote structure that had prevailed since 1995 – The Board found that it was not bad faith on the part of the ICA to revoke the letter of understanding in all the circumstances, including the SCA's delay – On the duty of fair representation complaint the Board framed the question as whether the voting structure, which defines the relative weight to be given to the disparate and conflicting interests within this Employer Bargaining Agency, is or has become arbitrary, discriminatory, or operates in bad faith – The Board examined the "labour relations stake" of each employer on the basis of four criteria: proportionality, specialized trade interests, specialized geographic interests and assurance that no one group possesses complete control of an EBA – The Board found that a structure will be arbitrary or discriminatory only where the voting structure is so disproportionate to the labour relations stake of a certain group that it bears no reasonable relationship to the interest that group has in bargaining – Here the Board found that the EBA's structure did not break through this circle of reasonableness – Application dismissed

SARNIA CONSTRUCTION ASSOCIATION ON ITS OWN BEHALF AND ON BEHALF OF THE MEMBERS LISTED IN APPENDIX 'A' TO THE APPLICATION; RE OPERATING ENGINEERS EMPLOYER BARGAINING AGENCY, CONSTRUCTION LABOUR RELATIONS ASSOCIATION OF ONTARIO AND INDUSTRIAL CONTRACTORS ASSOCIATION OF CANADA; RE ONTARIO ERECTORS ASSOCIATION, INCORPORATED; CRANE RENTAL ASSOCIATION OF ONTARIO; ASSOCIATED EARTH MOVERS OF ONTARIO; File No. 0309-03-U; Dated April 7, 2004; Panel: David A. McKee (38 pages)

Construction Industry Grievance – Health and Safety – Occupational Health and Safety Act – Practice and Procedure – Reprisal – The union filed a grievance under s. 133 of the Act at the same time as the individual worker filed an application under section 50 of the *OHSA* about the same matter – A second s. 50 application was also filed against an additional party – The proceedings were listed together and on commencement, the union withdrew its grievance with the Board finding that the grievance was dismissed – The Board then

considered the respondents' arguments that the applicants had made their election under ss. 50(2) of the *OHSA* and were therefore precluded from proceeding with the reprisal complaint – The Board found that the mischief protected by section 50(2) does not arise when a construction industry grievance and a reprisal proceeding under *OHSA* involving the same matter are dealt with by the Board and the parties at the same time – Furthermore the Board found even if it had dismissed the *OHSA* complaint, it could only dismiss it against the first respondent (who was a party to the grievance), but not the second respondent – Motion dismissed, *OHSA* reprisal matters proceed

SPIDER INSTALLATION LIMITED, JERVIS B. WEBB COMPANY OF CANADA LTD.; RE IBEW, LOCAL 353; File Nos. 2272-03-G; 2273-03-OH; 3164-03-OH; Dated April 5, 2004; Panel: Harry Freedman (9 pages)

Court Proceedings

Employment Standards – Judicial Review – The Board's decision that the worker had quit his employment was upheld on a standard of reasonableness – The Court found the Board's decision was supported by the evidence and that nothing in the evidence pointed to a finding of a fundamental or substantial change in the applicant's terms of employment – Application for judicial review dismissed

CANADIAN FEED SCREWS MFG. LTD. AND MOL; RE SLAVTCHO PETROV DETCHEV; File No. 2701-00-ES (Court File No. 618/03) Dated April 5, 2004; MacFarland, Wilson, Swinton JJ. (2 pages)

Duty of Fair Representation – Judicial Review – The applicants on these Court of Appeal proceedings were unsuccessful before the Board on a duty of fair representation complaint and a subsequent judicial review application was dismissed by Divisional Court – The applicants filed a motion at the Court of Appeal, which was adjourned, but argued an interim motion, seeking various interim relief (an order for provision of counsel and interim reinstatement) all of which was denied – At the hearing on the main motion, Justice Abella noted that the authority to even hear the motion was unclear since no Application for Leave had yet been filed, and found that a single judge had no authority to grant leave, hear the appeal on the merits, or, in the absence of leave being granted, to consider the other relief requested – On a motion for review of the order of Abella, J.A., the Court again dismissed the applicants' motion

MARC A. CROCKFORD, DAN BOISVERT, CYRILLE BLAIS, GEORGE VILLENEUVE, PAUL KONAREK AND GAETAN PAQUETTE; RE THE OLRB, WAREHOUSEMEN, TRANSPORTATION AND GENERAL WORKERS UNION LOCAL 715 OF THE RETAIL, WHOLESALE AND DEPARTMENT STORE UNION DISTRICT COUNSEL OF THE UFCW, PROVIGO INC./LOEB INC., LOBLAW CO. LTD./NATIONAL GROCERS CO. LTD.; File Nos. 1350-99-U; 2809-99-U

Court File No. M30634; Dated November 25 & 26, 2003; Cronk J.A. (9 pages)

Court File No. M30634; Dated January 7, 2004; Abella J.A. (3 pages)

Court File No. M30920; Dated April 28, 2004; Doherty, Simmons, Juriansz JJ.A. (1 page)

Employment Standards – Discharge – Judicial Review – The applicant employee sought termination and severance pay for his unlawful dismissal – An Employment Standards Officer investigated the claim and found the employee was owed in excess of $37,000 – In light of the maximum amount an Officer can order under the Act, the ESO arranged for a voluntary payment of $10,000 from the employer, and no order to pay was issued – The employee appealed – The Board found that the arrangement effected by the Officer was not one contemplated by s. 103(1)(a) of the Act – The employer was ordered to pay $10,000 – Application allowed in part – The Court found the Board's jurisdiction was no greater than the Employment Standard Officer's and that it was patently obvious that Mr. Brown had received the maximum to which he was entitled under the Act – If he had wanted to recover more, he was obliged to bring a civil action – Accordingly, the Board's decision was quashed

NORTH YORK CHEVROLET OLDSMOBILE LTD.; RE WILLIAM N. BROWN AND OLRB; File No. 2235-02-ES (Court File No. 559/03) Dated April 2, 2004; MacFarland, Wilson, Swinton J. (1 page)

Bargaining Unit – Judicial Review – Natural Justice – *Public Sector Labour Relations Transition Act* – Board determining various bargaining unit and representation issues under *Public Sector Labour Relations Transition Act* in connection with amalgamation of municipalities into new City of Ottawa – Board declining to establish separate nurses-only bargaining unit or separate unit for nurses employed in homes for the aged and instead including nurses in professional bargaining unit – Board agreeing to include ONA on ballot in representation vote concerning professional bargaining unit even though ONA represents only 5% of unit's membership and even though large percentage of unit might not arguably be eligible for membership in ONA under its constitution - The Court found the Board's consultation process (written briefs and oral representations) was not a denial of natural justice as it was supported by the legislation and made sense given the task the Board was called upon to do – Additionally, the Court held that the Board's decision was a plausible interpretation of the Memorandum of Settlement and accordingly was not patently unreasonable – Finally, the court held in this instance that the applicant should have exhausted all remedies, namely, asked for reconsideration, prior to pursuing its application for judicial review – Application for judicial review dismissed

OTTAWA TRANSITION BOARD; THE CIVIC INSTITUTE OF PROFESSIONAL PERSONNEL OF OTTAWA-CARLETON AND OLRB; RE OTTAWA-CARLETON PUBLIC EMPLOYEES UNION, LOCAL 503; File No. 2353-00-PS (Court File No. 02-DV-723) Dated April 14, 2004; Cunningham, A.C.J., McCartney, Maranger JJ. (4 pages)

Employment Standards – Judicial Review – The Board found the employee had not quit, and overturned an ESO's decision not to award termination pay – The Court found on the totality of the reasoning the Board's decision was not unreasonable – Application for Judicial Review dismissed

TENDER CHOICE FOODS INC. AND MOL; RE MIRJANA JAZVIN; File No. 3058-01-ES (Court File No. 454/02) Dated April 7, 2004; O'Driscoll, Then, Ferrier JJ. (1 page)

Conflict of Interest – Construction Industry – Practice and Procedure – Trade Union – The Board had decided not to inquire into an allegation of conflict of interest, given the availability of other fora (the court and Law Society) [see 2320-03-M: March 17, 2004] – The applicant brought a motion before the Superior Court of Justice seeking a declaration that the court has the jurisdiction to hear and determine whether a law firm and lawyer should be disqualified by virtue of a conflict – The court found: a) the court has the jurisdiction to determine the issue; b) the Board also has jurisdiction to determine the issue pursuant to section 23(1) of the *SPPA* and the Board's powers to determine its own procedures and practices; and c) the Board was in a better position with its specialized knowledge and expertise to determine the matter – Accordingly, given the concurrent jurisdiction and its finding that the Board is the more suitable body to determine the issue, the court would not exercise its discretion to do so in the circumstances of this case

UNIVERSAL WORKERS' UNION; RE LIUNA, LOCAL 183; RE LIUNA, ONTARIO PROVINCIAL DISTRICT COUNCIL, LIUNA, LOCALS 506, 527, 837, CAVALLUZZO HAYES SHILTON MCINTYRE & CORNISH AND ROBERT GIBSON; File Nos. 2320-03-M, 2049-03-U (Court File No. 04-CV-264160CM3) Dated April 5, 2004; Nordheimer J. (9 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
Atyourservice Corp. **Pape Rehabilitation & Wellness Ctre.** v. Victoria Blentzas, et al Divisional Court No. DC-04-002687-00	2801-02-ES	Pending
Sheet Metal Workers' Int'l Assoc. Local 30 v. **Crossby-Dewar Projects Inc.**, Int'l Assoc. Heat & Frost Local 95 Divisional Court No. 144/04	1643-03-JD	Pending
Vincent Borg v. OPSEU, The Crown in Right of Ontario et al Divisional Court No. 83/04	1208-02-U	Pending
Grantley Howell v. OLRB Divisional Court No. 04/178	0933-01-U; 1273-01-U; 3552-00-U	Pending
Association of Professional Ambulance Employees v. City of Toronto, Toronto Emergency Medical Services et al Divisional Court No. 44/04	2456-01-R	Pending
Labourers' International Union of North America v. **Universal Workers Union**, et al Divisional Court Nos. 71/04 & 22/04	2320-03-M 2049-03-U	Pending
James Andrew Gerrie v. Ms. Charlotte Budd and Vice-Chair Timothy Sargeant Divisional Court No. 2/04	2290-00-U	Pending – Nov. 16/04
Great Blue Heron v. Mississaugas of Scugog Island First Nation et al Divisional Court No. 7/04	1271-03-U; 1336-03-M; 1414-03-M	Pending Motion for stay denied – Jan. 22/04
Mississaugas Scugog Island First Nation v. Great Blue Heron et al Divisional Court No. 10/04	1271-03-U; 1336-03-M; 1414-03-M	Pending Motion for stay denied – Jan. 22/04
Elementary School Teachers' Federation v. OSSTF, Dist. 14 Kawartha Pine Ridge DSB et al Divisional Court No. 17/04	0797-01-JD	Pending – Nov. 8 & 9/04
Canadian Pacific Railway Co. v. Milk & Bread Drivers, Dairy Employees, Caterers, Local 647 Divisional Court No. 9/04	2864-03-R	Pending
City of Hamilton v. OPSEU Divisional Court No. 03-156-DV – HAMILTON	0185-03-U	Pending
Cecilia Collier v. TTC Divisional Court No. 706/03	0632-02-U	Pending
Electrical Power Systems Construction Association and **Comstock Canada Ltd.** v. Sheet Metal Workers' International Association, Local 30 Divisional Court No. 679/03	1894-02-G	Pending – Oct. 7/04
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.** Divisional Court No. 618/03	2701-00-ES	Dismissed – Mar. 30, 2004 Motion for leave to appeal
Director of Employment Standards v. William Brown, **North York Chevrolet Oldsmobile Ltd.** Divisional Court No. 559/03	2235-02-ES	Granted – Apr. 2/04

Case name & Court File No.	Board File No.	Status
Thyssen Elevator Ltd. cob as Thyssenkrupp Elevator v. National Elevator & Escalator Assoc., Int'l Union of Elevator Constructors Divisional Court No. 410/03	2087-01-U	Pending – June 24/04
CAW-Canada v. **National Grocers Co. Ltd.** and UFCW, Locals 1000A, and 175/633 Divisional Court No. 382/03	0137-02-R; 0139-02-R; 0179-02-R; 0450-02-U	Abandoned Apr. 27/04
Greater Essex County District School Board Divisional Court No. 276/03	3398-00-R	Pending
Windsor-Essex Catholic District School Board Divisional Court No. 277/03	3426-00-R	Pending
Ottawa-Carleton Public Employees Union Local 503 – CUPE v. **Ottawa Transition Board**, et al Divisional Court No. 02-DV-723	2353-00-PS	Dismissed – Apr. 14/04
Rosalina Papa v. HERE Local 75, et al Divisional Court No. 283/01	0426-00-U	Pending
William McNaught v. TTC, et al Divisional Court No. 254/02	3616-99-U; 3297-99-OH	Application allowed Nov. 6/03; leave to appeal granted Mar. 26/04 Pending – Oct. 15/04
Tender Choice Foods Inc. v. Mirjana Jazvin Divisional Court No. 454/02	3058-01-ES	Dismissed – Apr. 7, 2004; Applic. for leave to appeal Apr. 30/04
Marc. A. Crockford et al v. UFCW et al Divisional Court No. 543/02	1350-99-U; 2809-99-U	Dismissed Sept. 30/03; Applic. for leave to appeal Apr. 28/04

OLRB ANNUAL SHOOT OUT– 2004

(In Support of: MOL United Way Campaign)

HERON POINT GOLF LINKS

ANCASTER, ONTARIO

THURSDAY JUNE 17, 2004

Event Format: 4 Person Scramble – 9:00 A.M. Shot Gun Start
*** LIMITED FIELD – Register Early***

Itinerary:

Registration, Complimentary gift, and Driving Range – 7:00 – 8:30 am
Golfers receive event rules and 'in-cart' Breakfast, escorted to starting hole – 8:45 am
SHOT GUN START – 9:00 am
BBQ Lunch and Prizes in Banquet Room/Patio 1:30 – 3:00 pm

Directions To Golf Course:

***Heron Point Golf Links: 1-800-661-1818 (*Note: non-metal spikes facility)**
Take QEW Hamilton to Hwy 403 West. Follow Hwy 403 west to Hwy 52 South. Turn left (south) and proceed to Hwy 2. Turn right (west) and follow Hwy 2 to Dunmark Road.

Registration:

Golf Entry fee: $180.00 person/$720.00 foursome

REGISTER AND/OR SPONSOR BY COMPLETING AND MAILING THIS FORM (ALONG WITH ENTRY FEES AND/OR SPONSORSHIP) PAYABLE BY CHEQUE/MONEY ORDER TO: "OLRB SHOOT–OUT ":

TIM R. PARKER
C/O OLRB SHOOT – OUT
ONTARIO LABOUR RELATIONS BOARD
505 UNIVERSITY AVENUE, 2nd FLOOR TORONTO, ONTARIO M5G 2P1

Organization Contact:
Name:

Organization:

Tel: **Fax:** **e-mail:**

Golfers/Foursomes:
Foursome #1 **Foursome #2** **Foursome #3**

Tournament Contact: Tim R. Parker - Tel: 416-326-7442/ Fax: 416-326-0431 e-mail: tim.parker@mol.gov.on.ca