PRINCE EDWARD ISLAND
LABOUR RELATIONS BOARD

File No. 15-004

Decision No.

IN THE MATTER OF AN APPLICATION FOR REVOCATION OF CERTIFICATION ORDER, SERIAL NO. 7-66 BEFORE THE LABOUR RELATIONS BOARD (PRINCE EDWARD ISLAND)

BETWEEN:

FORD ELECTRIC LIMITED

APPLICANT

AND:

INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 625

RESPONDENTS

Gordon N. Forsyth, Q.C.	**Counsel for the International Brotherhood of Electrical Workers, Local 625**
John W. Hennessey, Q.C.	**Counsel for Ford Electric Limited**

DECISION

Background

1. On August 3, 2015, the applicant, Ford Electric Limited (the "Applicant") filed an application in Form 7 pursuant to the provisions of the Labour Act, RSPEI 1988, Cap. L-1 (the "Act)" with the Prince Edward Island Labour Relations Board ("the Board"), requesting a revocation of the Certification Order between the Applicant and the International Brotherhood of Electrical Workers, Local 625(successor to Local 1432)(the "Respondent") . The Application is supported by the Affidavit of Garry Ford, attaching a copy of the Collective Agreement.

2. The Applicant is certified pursuant to a Certification Order dated May 24, 1966. A collective Agreement dated January 17, 2011 exists but it expired on February 28, 2013. Accordingly, the application is brought within the open period as is required pursuant to section 12(7) of the Act. The Affidavit of Garry Ford states in part as follows:

> *6. That since the 28th day of February, 2013, there have been no new or amended agreement between the parties and Ford Electric Limited have continued to provide and pay benefits and otherwise be governed by the terms and conditions equivalent to those contained in the Collective Agreement, without further amendment.*

7. That at the time of the Collective Agreement being made, we had two employees engaged in electrical work and who were members of the international brotherhood of Electrical Workers, Local 625.

8. That at this date our Company has one employee engaged in electrical work.

9. That I do verily believe that the current members of the Union employed at Ford Electric Limited do not wish to be represented for collective bargaining purposes by the Respondent Union.

3. The United Brotherhood of Electrical Workers, Local 625, filed a Reply in Form 10, pursuant to the Act, dated August 14, 2015.

The Reply states in part:

2. By letter dated March 5, 2015, the Association of Commercial and Industrial Contractors of PEI locked out IBEW, Local 625, employees until such time as an agreement was finalized. In the context of a lockout, the Board should approach the application for decertification by the Employer cautiously.

3. One employee cannot revoke the certification of the bargaining unit. Section 20 of the Act reads in part:

> *20. (1) An employer or a trade union named in a certification order or any employee in a unit for which a trade union has been certified as bargaining agent by such certification order may apply to the board for the revocation of such certification on the ground that a majority of the employees in such unit no longer wish the trade union to act as bargaining agent on their behalf.*
>
> *(2) If the board is satisfied that the majority of the employees in such unit no longer wish the trade union to act as bargaining agent on their behalf, the board shall revoke the certification of the trade union.*

The Act requires that there be more than one employee in the bargaining unit, mirroring the requirement for more that one employee in a bargaining unit before certification can occur. There is certainly no possibility of a secret vote in such circumstances.

4. Finally, the fact that the Employer has applied for revocation of decertification for a single employee during a lockout has clearly placed the employee in an untenable position: vote yes to please his employer's clearly stated wish to be non-union and presumably keep his job, or vote no, thereby thwart his employer's wishes to operate non-union and believe that he would be laid off to make room for someone who will vote yes. The present application will not result in the expression of the free and voluntary wishes of the sole employee.

4. Subsequent to the filing of the Reply, by letter dated September 2, 2015, counsel for the Applicant wrote to the Chief Executive Officer of the Board to advise that the Employer believed a vote would be the best method to determine the wishes of the employee. This proposal was rejected by the Respondent by letter of September 3, 2015, wherein counsel for the Respondent stated:

With respect, whether the employer would in fact terminate the employee's employment is not the issue. The central concern in any revocation of certification application is whether the employee is, in his or her mind, acting freely and voluntarily and without influence from the employer.

In these circumstances would a reasonable employee feel compelled to vote against a union? In this case, it is the employer, not the employee, who has applied for revocation during a lockout; the employer has clearly expressed its wish to be non-union to the only employee in the bargaining unit. Any vote by the single employee is obviously not a secret vote. Any employee in such a vulnerable position, with no collective agreement protection, will likely vote "yes" to please his employer upon whom his livelihood depends. The Employer will know immediately whether the employee voted yes or no. In these circumstances, a vote will not be a free and voluntary expression of choice where the employer, not the employee, has applied for revocation.

5. Counsel for the Applicant responded by letter of September 14, 2015 and stated therein:

These arguments are speculative so far as they purport to read the mind of the employee. Furthermore to the extent that it raises the point about a sole employee voting, it is answered by the position of the employer that a revocation vote can be held where there is only one employee in the unit at the time, which this Board has already held can occur.

6. Counsel for the Respondent replied by letter of September 14, 2015, stating;

... Section 13(5) permits the Board to grant bargaining agent status to a Union who represents a majority of employees in a unit appropriate for collective bargaining. A system that grants access to collective bargaining to a collective, i.e. two or more employees, should permit a collective, i.e., two or more employees, to request that a union no longer represent them. In other words, one employee cannot seek to engage in collective bargaining, and one employee cannot decide that the bargaining unit will not engage in collective bargaining.

7. The matter was scheduled for hearing and the hearing occurred on October 29, 2015.

Statutes Considered

Labour Act R.S.P.E.I. 1988 Cap. L-1 sections 7, 13, 20 and 52
Labour Act Regulations R.S.P.E.I. 1988 Cap. L-1 sections 13, 14 and 15
Interpretation Act, R.S.P.E.I. 1988, Cap. I-8

Texts Considered

Canadian Labour Law, 2nd Edition, George W. Adams
Ontario Labour Relations Board Law and Practice, Sack Mitchell Price, 3rd Edition

Cases Considered:

1. *Re Bevan Bros Ltd.* [1990] P.E.I.L.R.B.D. No.1;
2. *Miscampbell v. Drywall Acoustic Lathing and Insulation Local 675, et. al* [2004] OLRB Rep November/December, p. 1058;
3. *Whittaker v. International Brotherhood of Electrical Workers 804 and AR Milne Electric Ltd.* 0142-82-R;
4. *Re Demac Construction Ltd.* [1986] B.C.L.R.B.D. No. 239;
5. *Labours' International Union of North America, Local 183* [1995] O.L.R.D. No. 4031;
6. *Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local 847 and Pigott Motors (1961) Limited*, 63 C.L.L.C. 16,264;
7. *McDougall v. A.T.U. Local 1587*, 33 C.L.R.B.R. (2d) 115;
8. *Nadon v. U.S.W.A.* L.R.B.R.383;
9. *Lloyd Grant & Salvadore Melo v. The International Union of Paints and Allied Trades District 46 Local 1891 v. Manel Contracting Ltd.* 2012 O.L.R.B. 0387-10-R
10. *Shea and UFCW, Local 1288*, 259 C.L.R.B.R. (2d) 163
11. *Ross v. PEI Union of Public Sector Employees*, 2015 CanLII 14368

Issues

8. Should the application for revocation of the certification order be granted?

Evidence

9. At the hearing, the Applicant called Garry Ford as a witness. Mr Ford testified that he is the owner and President of Ford Electric Limited. He provided the summary from Corporations PEI, marked Exhibit A-1, which shows that the company has been incorporated since 1968, and stated that the company was started by Garry's father, Roland. The shareholders of the company are listed as Garry Ford, Carol Ford, Jeffrey Ford, and Darren Ford. Carol Ford is Garry's wife and she is also a director of the company. Mr. Ford testified that Carol provides book keeping and administrative support services to the company. He further testified that Jeffrey and Darren are his sons and while both are shareholders, neither works with the company at the present time.

10. Mr. Ford was presented with a statutory declaration that he had sworn and which was dated October 27, 2015, and which was marked as Exhibit A-2. The statutory declaration states as follows:

> *2. That there is presently only one employee of Ford Electric Limited who is a member of the International Brotherhood of Electrical Workers, Local 625, Bargaining Unit that employee being Glen Gorveatt of 490 Trans Canada highway, Box 1280 Cornwall PE C0A1H0 and he has been a member at least since August 3, 2014.*
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> *3. That since August 3, 2014, there has been one other employee in the said Bargaining Unit, that person being Darren Ford, 55 MacEachern Road, Mount Herbert PE C1B 3P6. Darren Ford was employed during the periods January 12, 2015 to January 23, 2015 and December1, 2014 and December 26, 2014.*

11. Mr. Ford testified that he has worked with the Applicant since 1975, and took over the operation of the Company in 1992, when his father retired. He indicated that the Applicant is a party to a collective agreement, a copy of which was filed with the Application. He further testified that the Collective Agreement had expired on February 28, 2013. When asked if there were negotiations presently taking place, Mr. Ford testified "not in PEI, not with Ford Electric". He indicated that he had in the past been involved with collective agreement negotiations, but at present, no negotiations were taking place. Mr. Ford testified that since March, 2015, there had been a lockout. He further testified that on the day prior to the lock out, the only member of the bargaining unit that was employed with the Applicant was Glen Gorveatt. Mr Ford was then presented with Exhibit A-3, the payroll records of the Applicant for the period of the year 2015 up to the end of October, 2015. The payroll records show that Mr. Gorveatt was on the payroll from January 1 through to March 13, 2015. Mr Gorveatt was not paid again until the week ending March 27, 2015.

12. Mr. Ford further testified that Mr. Gorveatt wanted to work, and that it was "no problem to have him" so he had worked out an arrangement with Mr. Gorveatt to employ him. Mr. Ford was asked about Mr. Gorveatt's involvement in the within application. Mr. Ford testified that Mr. Gorveatt had nothing to do with the Application, but he was aware of the employer's intention to make the application. When asked by Mr. Ford if he had any opinion, Mr Ford testified that Mr. Gorveatt indicated "go for it". Mr. Ford also testified that the Board's, Notice to Employees of Application for Revocation of Certification - Form 9, was posted in an area where Mr. Gorveatt would see it, and that Mr. Gorveatt did read the notice. He also testified that he did not coerce or intimidate Mr. Gorveatt or make any promise to Mr. Gorveatt to influence his opinion with regard to the application.

13. Under cross examination, Mr Ford testified that for the period of January 12-23, 2015, the Applicant also employed Darren Ford. Mr. Ford was also asked if he was aware whether or not Mr. Gorveatt had resigned from the Union. Mr. Ford testified that the Applicant had not remitted the union dues since the time of the lockout, but he could not say whether Mr. Gorveatt was paying the dues directly. When asked under cross examination, Mr. Ford advised that the Applicant would continue to pay the employee, but the duration of this arrangement had never really been discussed. When asked if he knew whether Mr. Gorveatt spoke to anyone in the union after the lockout occurred, Mr. Ford testified that he couldn't say for sure, but he seemed to recall that Mr. Gorveatt had one discussion with a union rep. He also testified that he did not coerce or intimidate, intentionally or otherwise, Mr. Gorveatt. When asked under cross examination, whether as the sole employer of Glen Gorveatt, did Mr. Ford feel that Glen Gorveatt could speak freely to Mr. Ford, Mr. Ford testified that he did feel that Mr. Gorveatt could speak freely to him.

14. With the conclusion of the evidence of Mr. Ford, counsel for the Applicant advised that there were no further witnesses for the Applicant. The Respondent called no witnesses.

Decision

15. In argument, counsel for both parties presented written submissions, and referred the Board to several cases.

16. In essence, the question before the Board is whether a bargaining unit comprising of a single employee can be decertified?

17. The relevant provisions of the *Labour Act* are as follows:

20. (1) An employer or a trade union named in a certification order or any employee in a unit for which a trade union has been certified as bargaining agent by such certification order may apply to the board for the revocation of such certification on the ground that a majority of the employees in such unit no longer wish the trade union to act as bargaining agent on their behalf.

(2) If the board is satisfied that the majority of the employees in such unit no longer wish the trade union to act as bargaining agent on their behalf, the board shall revoke the certification of the trade union.

(3) Where the certification of a bargaining agent is revoked under this section, the employer is not required to bargain collectively with the bargaining agent, and a collective agreement in effect at the time of the revocation of the certification of the bargaining agent is void and of no effect, but this does not prevent the bargaining agent from making an application under section 12.

(4) Sections 12 and 13 apply with the necessary changes to applications under this section. R.S.P.E.I. 1974, Cap. L-1, s.19.

18. Firstly, the Board must determine whether the application is properly brought before the Board. While most provincial statutes do not permit an employer to bring an application for decertification, this is not an issue before this Board as the *Act* clearly permits an employer to bring the application.

19. The applicant has alleged that a majority of the employees in the unit no longer wish to be represented by the Respondent, bargaining agent. The Respondent objects to the application on the basis that a unit comprised of one employee can not be decertified as one employee is not a majority.

20. There is precedent for this Board to permit the application. In the case of *Re Bevan Bros. Ltd.*, [1999] PEILRBD No.1, exactly the same circumstances were before this Board. The Employer filed an application to have the union decertified and, at the time of the application, there was only one employee. In that matter, the Board determined that the application was properly before the Board, and stated as follows:

With regard to the first issue believed to be arising from the respondent union, the Board acknowledges that in many jurisdictions in the country, employers cannot bring an application for revocation of a certification order. The legislation in this province, as it currently stands, does allow an employer pursuant to s.[19(1) of the Labour Act RSPEI 1988, c.L-1] to bring an application for decertification.

21. The provision cited in the decision is equivalent to section 20(1) of the Act, today. The *Bevan Bros.* decision goes on to analyze the definition of employer, and determines that the applicant therein was an employer as defined in the Act. The Board goes on to state at paragraph 10 of the decision:

10. In relation to the final issue of whether or not the one remaining employee in the unit can be considered a majority of the bargaining unit, Mr. Hennessey filed three authorities:...

He relied on those authorities as examples of applications for decertification in instances of one employee constituting a unit.

22. The one major difference between the *Bevan Bros.* case and the case now before the Board is succinctly stated as follows:

The respondent union offered no rebuttal to that argument and the authorities relied on. The Board fully accepts the submissions of Mr. Hennessey and must decide that issue in favour of the applicant.

23. In the matter before us now, the Respondent has offered rebuttal argument and authorities. However, the legislative analysis employed in the *Bevan Bros.* is applicable in the matter before us. It is clear that an *employer* can bring an application to decertify. The definition of employer can be found in Section 7(I) of the Act:

> *"employer" means a person, firm or corporation employing more than one employee but does not include Her Majesty or any person, corporation, board, department or commission acting for or on behalf or as an agent of Her Majesty; except that the Lieutenant Governor in Council may by order-in-council declare any person, corporation, board, department or commission acting for or on behalf of or as an agent of Her Majesty to be an employer within the meaning of this Part with respect to any group of employees designated in the order-in-council, whereupon with respect to the group so designated, the person, corporation, board, department or commission, as the case may be, shall be such an employer until the order-in-council is rescinded;*

24. The evidence before the Board is that since August 2014, there have been two employees in the bargaining unit, intermittently. Accordingly, the Board finds that the Applicant is an employer within the meaning of the Act and determines that the application is properly before the Board.

25. The Respondent argues that the legislation does not permit an application for revocation to be made where there is only one employee in the bargaining unit. The Board was referred to the specific language of Section 20, which allows the employer to file the application but goes on to require that the Board can only decertify "... *on the ground that a majority of the employees in such unit* ...". The Respondent argues that a unit of one can not constitute a majority.

26. The Applicant has filed authorities to support the argument that a unit of one employee can be decertified. The line of cases begins with the case of *Whittaker v. International Brotherhood of Electrical Workers 804 and A.R. Milne Electric Ltd.* 0142-82-R. The relevant legislative provision in that case is similarly worded in that the Board must find a majority of employees wish to decertify. The Union's argument in *Milne* is summarized at paragraph 2 of the decision:

> *2. In the instant case, there is only one employee in the bargaining unit and for this reason, the respondent union argues that no termination application can be brought. The union points out that on a certification application, the Act prevents the Board from determining an appropriate bargaining unit unless such unit consists of more than one employee: Moreover the term "bargaining unit" is defined in section 1(b) to mean a "unit of employees (plural) appropriate for collective bargaining." The union argues, by analogy that if two employees are required for a bargaining unit to be certified, bargaining rights cannot be extinguished unless there are at least two employees in the unit. The union also questions whether there is a bargaining unit at all in this case, when the definition of that term appears to require a collectivity.*
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> *3.* ***We cannot accept these contentions. In the construction and related industries, the number of employees in a bargaining unit can fluctuate substantially, and from time to time, the bargaining unit may even be vacant. ...It is inconsistent to assert as the union does that there is no "bargaining unit", while at the same time maintaining that it continues to represent the applicant employee; and we would not lightly embrace an interpretation which could conceivably lock an employee, unwillingly, into a bargaining unit with no possibility of escape, even in the open period*** *...(emphasis added).*

27. In the end result, the Board in *AR Milne*, supra, dismissed the application, based on the evidence before it that there was employer influence.

28. In the case of *Miscampbell v. Drywall Acoustic Lathing and Insulation Local 675, et. al* [2004] OLRB Rep November/December, p. 1058, the Board stated at paragraph 2:

> *The parties attended before this panel of the Board with the sole issue in dispute being whether a single individual can bring an application to terminate bargaining rights. The responding union says that he cannot.*

And, at paragraph 4:

> *The Union says that the wording and intent of the Act requires an application for the termination of bargaining rights to be filed on behalf of two or more employees who are eligible to vote. It relies on sections of the Act that deal with applications for certification in that the union argues that if two or more individuals are required to establish bargaining rights through certification, then the same should hold true in the termination of those rights.*

After a review of the applicable legislation, the decision goes on to state, at paragraph 6:

> *The union refers to the decision in Dunbury Homes (Holly) Ltd. [1988]OLRB Rep. May/June 420 in which the Board rejected the plural/singular interpretation argument in the context of an application for decertification. In that case, only one ballot was cast in the application for certification and the argument was advanced that the use of the word "Employees" meant that the Board should dismiss the application where one employee voted because the certification section of the Act uses the plural "Employees". The Board in that case rejected that argument and relied on Section 28(j) of the Interpretation Act....*

29. Following the analysis of the provisions of the *Interpretation Act*, the Ontario Board concluded as follows:

> *12. The Board has long entertained applications for the termination of bargaining rights that are brought by one individual; see A.R. Milne Electric Ltd., supra and City Plumbing (Kitchener) limited [1986] Rep. September 1206. The statue is clear, in that section 63(2) provides that "any" of the employees in the bargaining unit can apply. Mr. Miscampbell is one of those employees.*

30. As in the case referenced above, there are similar provisions in the *Interpretation Act*, R.S.P.E.I. 1988, Cap. 1-8.

Section 2 states:

> *2.(1) Every provision of this Act extends and applies to every enactment, whether enacted before or after the commencement of this act, unless a contrary intention appears in this Act or in the enactment.*

Section 25(3) states:

> *25.(3) In an enactment words in the singular include the plural and words in the plural include the singular.*

Accordingly, unless there is a contrary intention, the word "employees" in Section 20 of the *Act* can be interpreted to mean "employee". We can find no contrary intention in the legislation that would limit applying the above provisions.

31. The Respondent in the matter before us has argued that a unit of only one employee leaves the employee vulnerable to having his personal views on the union representation or lack thereof susceptible to influence from the employer. Specifically, the Respondent has argued that if a vote were to be ordered, it will be clear which way the employee has voted. The Respondent argues that the employee is at the mercy of the employer - if he were to vote in favour of the union, he knows the wishes of his employer are to be rid of the union, and thus the employee risks incurring an unfavourable relationship with the employer. If he votes to support the employer's application, he might not be expressing his free will. The Respondent argues that these concerns should cause the Board to dismiss the application.

32. In support of its argument the Respondent has referred the Board to the case of *Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local 847 and Pigott Motors (1961) Limited*, 63 C.L.L.C. 16,264. On page 7 of the decision, the Board made the following comments:

> *There are certain facts of labour management relations which this Board has as a result of its experience in such matters, been compelled to take cognizance. One of these facts is that there are still some employers who through ignorance or design, so conduct themselves as to deny, abridge or interfere in the rights of their employees to join trade unions of their own choice and to bargain collectively with their employer.*

33. Also, in the case of *McDougall v. A.T.U. Local 1587*, the Board was considering a number of matters, and in its' review, made the following comments:

> *The Board has repeatedly stated that the choice of a union belongs to employees and not to the employer. Consequently, an application to revoke bargaining rights, as in an application for certification, must be free from any employer influence, in all respects.*
>
> *An analysis of the evidence leads the Board to conclude that this petition was not indicative of a desire on the part of the employees to terminate the bargaining rights of the ATU but resulted from the employer's influence.*

34. In the decision of *Nadon v. U.S.W.A.* (2003 CarswellSask 762), the Board considered an application for revocation. At paragraph 17 of the decision, the Board states:

> *The issue to be determined is whether the Board ought to order a vote of the employees on the recission application. In determining whether to grant a recision vote, the Board must balance the democratic rights of employees to select a trade union of their own choosing (or whether to be represented by a union at all) against the need to ensure that the employer has not used its authoritative position to improperly influence the decision.*
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> *It is necessary to be vigilant regarding the exercise of influence by an employer in such cases, because the cases are legion that such influence is seldom overt but often may be inferred from unusual circumstances and inconsistent events, meetings and conversations not adequately explained by innocent coincidence.*

35. In the more recent decision of *Shea and UFCW Local 1288P* 2015 CarswellNB 253, the Board was considering an allegation of employer influence in an application for decertification. At paragraph 68, the Board made the following comment:

> *The Board has repeatedly adopted the analysis of the Ontario Labour Relations Board in Welders, Public Garage Employees, Motor Mechanics and Allied Workers Local 847 and Pigott Motors (1961) Limited,* 63 C.L.L.C. 16,264, *wherein the Board stated in part:*
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> > *In view of the responsive nature of his relationship with his employer, and of his natural desire to want to appear to identify himself with the interest and wishes of this employer, an employee is obviously peculiarly vulnerable to influences, obvious or devious, which may operate to impair or destroy the free exercise of his rights under the Act.*

36. The Respondent also filed a recent decision of this Board, *Ross v. PEI Union of Public Sector Employees*, 2015 CanLII 14368, where one of the issues before the Board was an application for decertification. In that case, the Board found that, inter alia, the Applicants had exercised influence, and the application was dismissed.

37. All of the cases filed by the Respondent clearly stand for the principle that labour boards must be mindful of the risk of employer influence and the potential for employees to feel unable to exercise free will. In each of the cases relied upon by the Respondent, however, there was evidence before the Boards upon which findings of influence were made. In the matter before this Board, there is no evidence of such concern. There is only the suggestion that such influence was possible.

38. This Board can not know without evidence before it whether that concern is based on fact or speculation. However, the mere suggestion that it might exist is not enough to override an analysis of the evidence before the Board and the legislation which this Board must apply. While we do not have evidence before us from the employee, we do have evidence before us from Mr. Ford, who testified that he did not make any promises, threats or use coercion in any discussions with the employee regarding the application to decertify. While the Board is mindful that this is not direct evidence from the employee, which certainly would carry greater weight, it is the only evidence before us. Further, the Board is not convinced that a suggestion of influence or the concern that a vote of only one employee would be a violation of the employee's right to a secret ballot, such that his vote choice would be known should defeat the application. The Board notes the following comments from the *Miscampell* case, supra, at paragraph 14:

> *Ballot secrecy is not absolute. In this case there exists the matter of necessity. That pertains as well in certification cases where only one eligible voter attends to vote and the Board counts the ballot. As stated in Mollenhauer Limited [1989] OLRB re. October 1050 at paragraph 6:*
>
> > *..."While revelations of the manner in which any person has voted should be avoided if possible, secrecy of the ballot box should not be made an absolute objective. Nor, in the Board's view, should such secrecy take precedence over the right of employees to choose to be or not to be represented by a trade union and to express those wishes in a representation vote. Such questions are best answered by those eligible employees who decide to cast ballots.*

The Board certainly strives to ensure secrecy of the ballot but here there is a matter of necessity that overrides it. That necessity does not exist in the "tie breaker" cases where the Board has chosen the policy option of conducting a second vote. In cases such as the instant one there is no other option. In certification cases where only one eligible employee votes, the Board has determined that the right to choose to be represented or not is paramount. So too in this case.

39. In conclusion, the Board finds that the Applicant is an employer within the meaning of the *Act*, and accordingly, the Applicant is entitled to make the application. The Board also finds that an application to decertify a union can be made when there is only one member of the unit at the time of decertification. Further, the Board finds that a vote is appropriate in the matter before us to determine the employee's wishes, and accordingly, directs the Chief Executive Officer to conduct a vote forthwith of the employee who was a member of the unit and employed by the Applicant at the time of the Application.

Nancy Birt
Chair

Linda Gaudet
Member

Craig Walsh
Member

This Decision made by the Prince Edward Island Labour Relations Board on the 06 day of June, 2016, and issued under the hand of its Chief Executive Officer on the 06 day of June, 2016.

Shawn M. Shea
Chief Executive Officer