



**GOVERNMENT OF PRINCE EDWARD ISLAND  
LABOUR RELATIONS BOARD**

M. Lynn Murray, B.B.A., LL.B.  
Chairman

Roy J. Doucette  
Chief Executive Officer

DEPARTMENT OF LABOUR  
P.O. BOX 2000  
CHARLOTTETOWN  
PRINCE EDWARD ISLAND  
C1A 7N8

**RE: Jurisdictional Dispute Complaint - Review of Interim Order**

**BETWEEN:**

**SCHURMAN CONSTRUCTION, a division of SCHURMAN INDUSTRIES  
LTD.**

**COMPLAINANT**

**AND:**

**SHEET METAL WORKERS' INTERNATIONAL ASSOCIATION, LOCAL 437**

**RESPONDENT  
(RESPONDENT ON REVIEW)**

**AND:**

**UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL 1338**

**INTERESTED PARTY  
(APPLICANT ON REVIEW)**

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**COUNSEL FOR THE COMPLAINANT:**

**UNREPRESENTED  
and NOT APPEARING**

**COUNSEL FOR THE RESPONDENT:  
RESPONDENT'S LOCAL COUNSEL:**

**RICHARD BELL  
PAUL J. D. MULLIN, Q.C.**

**COUNSEL FOR INTERESTED PARTY  
(APPLICANT ON REVIEW):**

**DAVID W. HOOLEY**

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**A. BACKGROUND OF JURISDICTIONAL DISPUTE COMPLAINT:**

1. On September 15, 1989, Schurman Construction, a division

Province Meats (1985) Inc. or in other words, the Hog and Beef, Kill & Chill Plant, Sherwood, P.E.I.;

(k) a copy of a Grievance Report dated September 14, 1989 that was initiated by the Labourers against Schurmans relating to an allegation that a subcontractor was doing labourers work; and

(l) a copy of a Grievance Report dated September 14, 1989 that was initiated by the Carpenters against Schurmans relating to the allegation that a subcontractor was doing carpenters work.

3. It was apparent from a review of the documents referred to in the preceding paragraph that there was a matter pending in the Supreme Court of this Province and, in fact, an injunction had been granted on or about September 11, 1989. The operative part of the injunction (Ex. R-4) issued in GSC-9069 stated:

"IT IS HEREBY ORDERED that the Defendants Schurman Enterprises Ltd., Blair MacKenzie, Shane Kelly, and United Brotherhood of Carpenters and Joiners of America, Local 1338, their agents or servants, or any person acting under their instructions and any person having knowledge of this order be restrained until 12 noon, 19th September from doing or refusing to do any act with a view to breaking or causing or procuring a breach or breaches by any person or corporation of any contracts between the Plaintiffs or any of them and Vic West Steel Inc., or any contract between the Plaintiffs or any of them and any other person or corporation and from asking, threatening, inviting, urging, encouraging or enjoining any person or persons from doing or refusing to do any act with a view to breaking or causing or procuring a breach or breaches of any such contract or contracts and in particular from harassing, intimidating or annoying the Plaintiffs or their servants, agents and employees."

4. On September 18, 1989 the Board applied to the Supreme Court of Prince Edward Island for leave to intervene in the matter numbered as Cause No. GSC-9069 on the ground that the subject matter of the injunction was within the exclusive jurisdiction of the Board.

5. On September 19, 1989, the date for the parties to appear in the Supreme Court of Prince Edward Island to determine whether or not the injunction would continue, the Board appeared through Counsel. On that date the Board was permitted to intervene and the

of Schurman Industries Ltd. (hereinafter referred to as "Schurmans") filed a Jurisdictional Dispute Complaint ("Complaint") with the Labour Relations Board (hereinafter referred to as the "Board"). The Complaint alleged that the application of metal cladding, siding, liner panel, insulation, Zgirt and associated activities was in dispute between the Respondent Union ("Sheet Metal Workers") on the one hand and the United Brotherhood of Carpenters and Joiners, Local 1338 ("Carpenters"), and the Construction and General Labourers Union, Local 1079A ("Labourers") on the other hand.

2. Together with the Complaint were filed the following documents:

- (a) Construction Contract between Schurmans and Vic West Steel Inc. (hereinafter referred to as "Vic West"), said contract dated February 17, 1989;
- (b) a letter dated August 29, 1989 from Schurmans to the Labourers regarding a re-assignment of work;
- (c) a letter dated August 29, 1989 from Schurmans to the Carpenters regarding a re-assignment of work; (Ex. A-2)
- (d) two facsimile transmission forms dated August 29, 1989 from Schurmans to Vic West;
- (e) a facsimile transmission form dated August 30, 1989 from Schurmans to Vic West;
- (f) a facsimile transmission form dated September 7, 1989 from Schurmans to Vic West;
- (g) a facsimile transmission form dated September 8, 1989 from Schurmans to Vic West;
- (h) Memorandum of Voluntary Agreement dated August 29, 1989 between Aztec Metals Limited and the Sheet Metal Workers;
- (i) an Order of Mr. Justice Alexander B. Campbell filed in Cause No. GSC-9069 on September 11, 1989 relating to an injunction returnable September 19, 1989;
- (j) a Construction Contract between Schurmans and Vic Metal Corporation dated October 3, 1985 relating to Garden

injunction was discharged by the Honourable Mr. Alexander B. Campbell on the ground that the matter was within the exclusive jurisdiction of the Board (Ex. R-5).

6. On September 19, 1989, the Board met to determine the Complaint. The Board did not hear oral representations from any of the parties; however, the Board did review submissions from certain of the parties. The materials received by the Board will be outlined below.

7. The correspondence submitted by Counsel for the CARPENTERS can briefly be summarized as follows:

- (a) the work in question (namely the application of metal cladding, siding, liner panel, installation, Zgrit and associated activities) is work which falls to the jurisdiction of the Carpenters and such Labourers as are required which is in keeping with past practice in this Province;
- (b) the re-assignment of work by Schurmans was a compromise reached between the Carpenters, Labourers, Schurmans and the Construction Association of Prince Edward Island (hereinafter referred to as the "Construction Association") to allow a crew of one carpenter, one labourer and "one experienced applicator" to allow completion of the project and it was without prejudice to the rights of the Carpenters;
- (c) an experienced applicator may or may not be a sheet metal worker;
- (d) the compromise reached, namely, using a composite crew, should be upheld by the Board for the purposes of the Interim Order;
- (e) if the Board should determine it is without jurisdiction to order the work to be performed by a composite crew, the work should be awarded to the Carpenters and an unsigned copy of an affidavit of Louis Bradley, the Business Representative for the Carpenters, was attached

to support this position.

8. The relevant points in the unsigned affidavit of Louis Bradley attached to the correspondence noted in paragraph 7 hereof can be summarized as follows:

- (a) the Carpenters are a party to a Collective Agreement between the Construction Association, Labour Relations Committee - Carpenters Trade Sector on the one hand and the Carpenters on the other hand, said contract dated May 4, 1988 and in effect until February 28, 1990;
- (b) Schurmans is a member of the Construction Association of P.E.I., Labour Relations Committee - Carpenters Trade Sector and as such is bound by the Collective Agreement;
- (c) Schurmans recognizes the trade jurisdiction of the Carpenters;
- (d) the Definitions section of the Collective Agreement includes the installation of metal cladding and siding in the work jurisdiction of the Carpenters;
- (e) Schurmans entered into a contract with Vic West for Vic West to provide "all necessary labour, material, plant and supervision to complete and supply the installation of composite metal building panels" to the UPEI field house;
- (f) the contract between Schurmans and Vic West made reference to Vic West using Labourers, Carpenters and Bricklayers when their services were required;
- (g) that it was the past practice of Schurmans to assign the work in dispute at the Canada Games/Fieldhouse site to composite crews;
- (h) that a re-assignment of work was made on August 16, 1989 for the work to be performed by one labourer, one carpenter, and one experienced applicator from Aztec Metals Limited (who were a subcontractor of Vic West);
- (i) between August 16, 1989 and August 24, 1989 the work was completed by a composite crew;

- (j) between August 24, 1989 and September 5 or 6, 1989 there was no metal cladding or siding work done on the field house;
- (k) on September 6, 1989 the Sheet Metal Workers indicated the work should be performed by them solely.

9. The correspondence submitted by then Counsel for the SHEET METAL WORKERS can briefly be summarized as follows:

- (a) the Board had no jurisdiction to assign the work to several trade unions but could only assign to one specific union.

10. The correspondence submitted by Counsel for SCHURMANS can briefly be summarized as follows:

- (a) the Board should assign the work as requested in the Complaint; or
- (b) In the alternative, should the Board find it has no jurisdiction to assign to work to more than one union, the Board should assign it to either the Carpenters or the Labourers on the basis that both have collective agreements with Schurmans whereas the Sheet Metal Workers do not.

**LEGISLATION:**

11. The relevant legislation pertaining to jurisdictional disputes is found in Section 38 [the former Section 37] of the Labour Act, R.S.P.E.I. 1988, Cap. L-1, which states as follows:

38. "(1) In this section 'jurisdictional dispute' means a dispute between two or more unions or between an employer or employers' organization and one or more unions over the assignment of work.

(2) Where a person has reasonable grounds for believing and does believe that a stoppage of all or any part of the work carried on by one or more employers and employees represented by one or more trade unions is likely to occur as the result of a jurisdictional dispute, that person may make a complaint to the board.

(3) The complaint shall identify the complainant and state the grounds for the complaint and the nature of the jurisdictional dispute.

(4) If the board is satisfied that a stoppage of work is likely to occur as a result of a jurisdictional dispute, the board may issue an interim order directing the assignment of work to persons skilled in or belonging to a specific trade or craft or belonging to a specific trade union.

(5) A trade union, employer or employers' organization involved in a jurisdictional dispute in respect of which an interim order has been made, may apply to the board to review the interim order and the board shall conduct a hearing and may by order confirm, vary or revoke the interim order.

(6) An interim order made by the board and any order confirming, varying or revoking the interim order binds and governs all parties involved in or affected by the jurisdictional dispute to which the order relates unless

(a) an agreement in writing respecting the assignment of the work made between the employer and the trade union or unions involved in or affected by the jurisdictional dispute is filed with the board; or

(b) the jurisdictional dispute is submitted to a tribunal or to arbitration and the tribunal or arbitrator renders a decision that binds the parties to a settlement of the jurisdictional dispute."  
[Emphasis added]

#### INTERIM ORDER:

12. The Complaint requested that the work be assigned to a composite crew comprised of "carpenters, labourers and a working experienced installer of sheet metal (on a one-one ratio)".

13. Section 38 of the Labour Act, supra, permits the Board to issue an interim order and on September 20, 1989 the Board (comprised of the Chair, Employer Representative, James McTague, and Employee Representative, Ted Crockett) issued an interim order which is reproduced below:

" INTERIM ORDER

1. A Jurisdictional Dispute Complaint was filed with the Board on September 15, 1989. The Complaint alleges that the installation of metal cladding, sheet metal siding, liner panel, Zgirt and insulation is in dispute between the Respondent Union (Sheetmetal Workers) on the one hand and the United Brotherhood of Carpenters and Joiners Local 1338, and the Construction and General Labourers Union, Local 1079A on the other hand.

2. The Complainant, Schurman Construction, alleges that a work stoppage was threatened. The Board is satisfied

that a stoppage of work is likely to occur if this dispute is not resolved.

3. Section 37(4) of the Labour Act, R.S.P.E.I. 1974, Cap. L-1 states:

'If the board is satisfied that a stoppage of work is likely to occur as a result of a jurisdictional dispute, the board may issue an interim order directing the assignment of work to persons skilled in or belonging to a specific trade or craft or belonging to a specific trade union.'

4. As the Board has satisfied itself that a work stoppage is likely to occur, the issue then becomes which union should be assigned the work in question.

5. The Complainant wishes the Board to order that the work be assigned to the Carpenters, Labourers and a working experienced installer of sheet metal on a one-one ratio. The Complainant bases its position and request on past practice; specifically, a prior contract involving the same subcontractor (Vic West Steel Inc.), and previous projects wherein the Complainant was the General Contractor.

6. The investigation by the Board has revealed that although there appear to be situations where composite crews were used to perform the work in dispute, there also are situations where the sheetmetal workers have been the sole installers of the sheet metal.

7. After receiving all documentation submitted, the nature of the work and the skills involved, the Board is unanimously of the opinion that the work in dispute is normally characterized as work done by Sheetmetal Workers, rather than a combination of Sheetmetal Workers, Labourers or Carpenters.

8. The Board therefore directs that the work involved in the installation of metal cladding, sheet metal siding, liner panel, Zgirt and insulation be assigned to the Sheet Metal Workers International Association, Local 437.

9. This Interim Order of the Board is made pursuant to Section 37(4) of the Labour Act, supra. Pursuant to Section 28(2) of the Regulations, this Order is to be served on the Complainant, the Respondent and the Interested Parties.

10. Pursuant to Section 37(5) of the Labour Act, and Section 28(3) of the Regulations, an application may be made to the Board for review of this Interim Order.

**THIS DECISION** made by the Labour Relations Board and issued under the hand of its Chief Executive Officer this 20th day of September A.D. 1989.

(Sgd.) Roy J. Doucette  
ROY J. DOUCETTE  
Chief Executive Officer

Panel:  
M. Lynn Murray, Chairman  
Ted Crockett, Member  
James McTague, Member"



**BACKGROUND OF APPLICATION TO REVIEW  
INTERIM ORDER AND BOARD COMPOSITION:**

14. The Carpenters filed an application with the Board on November 16, 1989 wherein it requested the Board to review its Interim Order on the grounds that the work historically and pursuant to the recognized jurisdiction of the Carpenters is within the exclusive jurisdiction of the Carpenters. Such an application is specifically permitted pursuant to Section 38(5) [the former 37(5)] of the Labour Act, supra.

15. The Board convened to hear the matter and hearings were held on January 22, 1990, April 23, 1990, April 24, 1990, August 7, 1990, August 8, 1990 and August 9, 1990. Written submissions were received from both the Sheet Metal Workers and the Carpenters.

16. Subsequent to April 24, 1990, the Employee Representative sitting on this matter resigned from the Board. Although the member has been re-appointed to the Board, the particular member had matters pending before the Board during the summer of 1990. In light thereof, that Board member did not partake in any Board meetings, activities or otherwise until such time as all matters pending before the Board which involved his union were resolved. This position was necessary as a result of a decision rendered by the Prince Edward Island Supreme Court - Appeal Division in The National Automobile, Aerospace and Agricultural Implement Workers' Union of Canada (CAW-Canada) v. United Food and Commercial Workers Union, Local 1252 (in Trusteeship) and United Food and Commercial Workers' International Union, [1988] 1 P.E.I.R. B-16.

17. In light of the circumstances enumerated above, this matter presently before the Board was concluded by the Chair and the Employer Representative sitting together and constituting a quorum under Section 3(8) of the Labour Act, supra.

18. Before proceeding to review the law as it affects this area, the Board will briefly review the facts as they were presented to the Board.

**FACTS:**

19. On or about January 3, 1989, Schurmans received a general contract to construct the 1991 Canada Games/UPEI Field House. Schurmans entered into a subcontract on or about February 17, 1989 with Vic West for Vic West to provide "all necessary labour, material, plant and supervision to complete the supply and installation of the Composite Metal Building Panels, including entry roofs and soffits" at the UPEI Field House site. A provision in that subcontract stated as follows:

"This subcontractor when performing work that requires the services of Labourers, Carpenters or Bricklayers, shall employ members of the local unions covering these trades, who have contractual agreements with the Construction Association of Prince Edward Island (Labour Relations Committee)."

20. Vic West subsequently subcontracted the installation of the siding to Aztec Metals Ltd. (hereinafter referred to as "Aztec Metals") and a provision in that subcontract dated March 2, 1989 [Ex. R-2, Exhibit "B" thereof] read as follows:

"Aztec Metals Ltd., when performing work which requires the services of labourers, carpenters, bricklayers, etc. shall employ members of the local unions covering these trades."

21. A work jurisdiction dispute arose on or about August 15th, 1989 and the Carpenters threatened a work stoppage. In fact, Mr. Bradley admitted that the Carpenters did not go to work on that date. Subsequent to this dispute, Borden Boyles of Schurmans issued a letter dated August 29, 1989 to the Labourers (Ex. A-5, Ex. B) and also to the Carpenters (Ex. A-5, Ex. B; A-2) referring to a meeting that had purportedly been held in Charlottetown which stated that the dispute would be resolved by one working experienced installer along with one Carpenter and one Labourer providing material to the installation crew. This was considered to be a re-assignment of the work to a combined crew of one labourer, one carpenter and an experienced siding installer.

22. It should be noted at this junction that the Construction Association of Prince Edward Island negotiates collective agreements on behalf of certain employers with the various trade sectors. The Construction Association of Prince Edward Island - Labour Relations Committee negotiated an agreement between the Carpenters Trade Sector and the Carpenters union dated May 4, 1988 to run until February 28, 1990. That agreement contains a list of unionized employers, of which Schurmans is one, that are bound by the Collective Agreement. (Ex. A-1 - Tab 2; Ex. A-4).

23. The Construction Association of Prince Edward Island - Labour Relations Committee - Sheet Metal Contractors Section entered into a Collective Agreement with the Sheet Metal Workers International Association Local 95 on or about May 11, 1988 [Ex. R-1, Tab "D"]. The employers bound by that document do not include Schurmans.

24. Article 1 of the Collective Agreement between the Construction Association and the Carpenters [Ex. A-1, Tab 2; Ex. A-4] deals with jurisdictional disputes and it states that the Company representative shall make an immediate temporary re-assignment of the work and then hold a site meeting with all parties to hear argument of evidence to make a permanent assignment based on decisions, agreements of record, local area practice and other information available.

25. On the facts as presented to the Board, the re-assignment of work to a carpenter, labourer, and one working experienced installer was made after a meeting on August 16, 1989 wherein there was representation for the Carpenters, the Construction Association and Schurmans. The Labourers were apparently not represented; however, they concurred. The Sheet Metal Workers or a representative thereof were not participants in the meeting of August 16, 1989 which led up to the purported re-assignment of work. Perhaps, if the Sheet Metal Workers had been consulted this dispute before the Board might not have arisen.

26. It is apparent to the Board by virtue of the various facsimile messages forwarded that Aztec Metals and the Sheet Metal Workers were on notice as to the re-assignment of work made by Schurmans on August 29, 1989. However, the nub of the issue appears to be that the Sheet Metal Workers did not agree with the alleged re-assignment that had been made as they believed it was work to which they were rightfully entitled.

27. On or about August 29, 1989, a voluntary recognition agreement was entered into between Aztec Metals and the Sheet Metal Workers pursuant to Section 19 of the Labour Act, supra. The agreement is very scant, to say the least. It appears to the Board that what was intended was that any agreement the Sheet Metal Workers had with the Construction Association was to be keyed into the August 29, 1989 Voluntary Recognition Agreement. However, the fact that the Agreement may not contain all the necessary information does not, in itself, disentitle the trade union to any rights pursuant to section 38 for trade jurisdiction. It is a well established principle of law that a union may seek to have an order of trade jurisdiction enforced when there is no collective agreement in place. Furthermore, there is no obligation on the Board, when it is considering section 38 of the Labour Act, to make a finding that the trade union has acquired any status under the P.E.I. Labour Act.

28. What then follows is that a subsequent meeting was held on September 6, 1989 at which Schurmans, Vic West, the International Sheet Metal Workers' Union, the Sheet Metal Workers and the Carpenters' Union were represented. It is clear that the Sheet Metal Workers thought that the work jurisdiction belonged to them and obviously Aztec Metals agreed as they launched the Court action.

29. Schurmans filed the Complaint and requested the Board's intervention. The Board issued the Interim Order and the Review Application followed.

30. At the Review hearing Schurmans took the position that the past area practice is to use a composite crew for the installation of sheet metal siding, said composite crew to be comprised of experienced sheet metal installers working in conjunction with Carpenters and Labourers. Further, it was the position of Schurmans that the experienced sheet metal installers need not necessarily be members of the Sheet Metal Workers' Union.

31. On the point of whether or not the experienced sheet metal installer had to be a member of the Sheet Metal Workers, the evidence is confusing. There was evidence before the Board which indicated the work was to be assigned to "Carpenters, Labourers and a working experienced installer of sheet metal (on a one-one ratio)". There was also a reference to the terms "experienced siding installer" and an "experienced applicator". Regardless of the term used, the evidence was that Schurmans was insisting on an experienced installer and it appears the experienced installer would have been Michel Daviau, a sheet metal worker. In fact, Ex. A-1, Tab 6 which was the Carpenters Review Application indicated in part:

"It should be noted that for the purposes of this project only, U.B.C., Local 1338 had agreed to work on a composite crew basis with one Sheet Metal worker per crew of Carpenters and Labourers. This was not in any way an admission by the Applicant of entitlement of Sheet Metal Workers to perform the work in question in this application."

This statement was then withdrawn by the evidence of Lou Bradley who stated that the term "Sheet Metal Worker" should read "one experienced installer".

**LAW AND ARGUMENT:**

32. The Carpenters have suggested that the Board should revoke its interim order that it granted pursuant to section 38 of the Labour Act. The legislative authority for reviewing or revoking such an order is found in section 38(5) of the Labour Act, supra. It is apparent from the legislation that the Board may confirm or revoke the interim order.

33. The Carpenters allege that the Sheet Metal Workers had disentitled itself to the benefit of an award of trade or work jurisdiction pursuant to Section 38 of the Labour Act on the following basis:

- (a) they sought collective bargaining rights pursuant to the Labour Act and had failed to comply with other sections of the same Act;
- (b) they sought all work connected with sheet metal siding installation exclusively when the opposing union had shown conciliation, compromise and co-operation;
- (c) they filed a purported voluntary recognition after the trade jurisdiction dispute arose;
- (d) it was alleged they collaborated with Aztec Metals in a Court application aimed at securing all of the work for its members.

34. The Board has placed absolutely no emphasis on the allegation that the Sheet Metal Workers were intending to expand their trade jurisdiction. The Carpenters have submitted that the Sheet Metal Workers have disentitled itself to the benefit of an award by the Board based on the Sheet Metal Workers attempting to have the work awarded exclusively to it. With respect, the Board disagrees and states that in any jurisdictional dispute, each of the competing unions are seeking to have the work awarded to it. The jurisdictional dispute section is premised on one union seeking exclusive jurisdiction for its members.

35. In terms of conciliation, compromise and co-operation, the Board is of the view that as the Sheet Metal Workers were not involved in any of the apparent negotiations that occurred involving the Construction Association prior to September 6, 1989, it cannot be said that they were not willing to conciliate or compromise or co-operate as they had never been given the opportunity to do so.

36. There is nothing in the legislation that states when a

voluntary recognition agreement is required to be filed. Section 19 of the Labour Act, supra, specifically provides for such an agreement to be filed, with no reference to timing.

37. In terms of the status or lack of status of the Sheet Metal Workers before the Board when the work jurisdiction dispute arose, the Board finds that the Sheet Metal Workers agreement had been filed with the Board prior to the Complaint being filed. As noted previously, whether or not that union had filed appropriate documentation with the Board is of no concern to the Board in this application as Section 38(4) of the Labour Act, supra, gives the Board the authority to issue the work to persons skilled in or belonging to a specific trade or craft or belonging to a specific trade union. There is no statutory requirement that the trade union satisfy every provision of the Labour Act, and, in fact, if one reads the section according to its ordinary grammatical sense, there is no requirement that a union file any documentation with the Board. However, the Board must be satisfied that it is a union. Trade union is defined in Section 7(1)(m) of the Labour Act to mean:

"... any organization of employees formed for purposes that include the regulation of relations and collective bargaining between employees and employers and includes a council of trade unions that has been vested with appropriate authority by any of its constituent unions to enable it to discharge the responsibilities of a bargaining agent;".

38. The Board is satisfied the Sheet Metal Workers is a trade union. The various documents filed demonstrate that a merger occurred between the Sheet Metal Workers International Association Local 95 and Local 437, which merger was effective July 1, 1989 (Ex. R-13, R-14, R-15, R-16, R-17). This effectively gave Local 437 jurisdiction over the Provinces of New Brunswick and Prince Edward Island [Ex. R-13, Ex. R-14, Ex. R-15, Ex. R-16 and Ex. R-17].

39. The fact that the voluntary recognition agreement was entered into on August 29, 1989, some 13 days after the jurisdictional

dispute arose is of no concern to the Board on the facts of this case. The same applies to the allegation that the Sheet Metal Workers had not complied with the requirements of the other provisions of the Labour Act, namely, section 19, 40 and 43 and with Labour Act Regulation 28(3)(4).

40. Finally, in terms of the allegation that the Sheet Metal Workers collaborated with Aztec Metal, the evidence before the Board is that Aztec Metal applied to the Supreme Court of Prince Edward Island for a resolution of the matter and was granted an interim injunction. The interim injunction was subsequently discharged and the Board dealt with the matter.

41. The Carpenters also alleged that the Board should not issue an order where the parties involved have a private agreement for resolving a dispute or the dispute is submitted to a tribunal or arbitration and a decision has been rendered which is binding on the parties. In support of this argument, the Carpenters cited section 38(6) of the Labour Act, supra.

42. The Board notes that while there was some evidence of agreements or procedures for resolving jurisdictional disputes (Ex. A-1 - Tab 3; A-9; A-10; R-1 Tab C; or the Collective Agreement of the Carpenters (Ex. A-4, Article 1.02), these procedures were not utilized by any of the parties. Accordingly, there is nothing to preclude the Board from determining the issue. The whole issue dealing with the private dispute mechanism is of no relevance to the Board as, in this situation, the employer sought the assistance of the Board and the Board has clear statutory authority in such a situation to make an interim order, this it did.

43. It was the Carpenters position that both Vic West and Aztec Metals were obliged to hire Carpenters and Labourers to perform the installation of metal siding. With respect, the contracts between Schurmans and those companies impose a duty on the companies to hire the local trades when the services of the local trades was required. It does not extend so far so as to



permit the local trades named to have an entirely new jurisdiction.

44. Having stated the foregoing, a review of the law as enumerated in Ontario Labour Relations Board Law and Practice by Sack and Mitchell (Butterworths, Toronto, 1985) at page 390 indicates that the following are relevant factors for the Board to consider in arriving at a decision in a jurisdictional dispute, namely:

- (a) collective bargaining relationships;
- (b) skill and training;
- (c) consideration of economy and efficiency;
- (d) the employer's practice; and
- (e) the area practice.

45. Each of these points will be canvassed in some detail.

**COLLECTIVE AGREEMENTS:**

46. There is no dispute that there are several Collective Agreements that must be considered by the Board and each of these will be reviewed.

**AGREEMENT - CONSTRUCTION ASSOCIATION/CARPENTERS:**

47. The first Collective Agreement to be addressed is between the Construction Association for its unionized employers (of which Schurmans is one), on the one hand, and the Carpenters on the other hand [Exhibit A-1, Tab 2; Exhibit A-4]. The Collective Agreement ran from April 13, 1988 until February 28, 1990. Accordingly, it was in effect during the relevant time period and was binding on both Schurmans and the Carpenters.

48. The trade jurisdiction of the Carpenters is recognized in Section 2.01 of the Collective Agreement referred to aforesaid which states:

"2.01 The employers recognize the United Brotherhood of Carpenters and Joiners of America, Local 1338 as the sole collective bargaining agent for all carpenters, carpenter apprentices, carpenters helpers and working foremen in the province of P.E.I. The employer recognizes the trade jurisdiction of the

Carpenters Union and agrees to assign the work of such jurisdiction to the employees covered by this Agreement." [emphasis added]

While the trade jurisdiction is recognized, the issue becomes what exactly is the "trade jurisdiction" of the Carpenters. This trade jurisdiction would normally be gleaned by a review of the Constitution of the Carpenters [Exhibit A-1, Tab 1] which states in part at pp. 5-7:

"A. Section 6 The jurisdiction of the United Brotherhood of Carpenters and Joiners of America shall include all branches of the carpenter and Join trade. ...

In view of technological developments and industrial diversification no type of employment category shall be excluded from the jurisdiction of the United Brotherhood, whether or not spelled out in Section 7 or Section 42-F, provided that any employment category not therein specified shall be included with the approval of the General President as provided in Section 42-F.

...

A. Section 7. The trade autonomy of the United Brotherhood of Carpenters and Joiners of America consists of the milling, fashioning, joining, assembling, erection, fastening or dismantling of all material of wood, plastic, metal, fiber, cork and composition, and all other substitute materials. The handling, cleaning, erecting, installing and dismantling of machinery, equipment and all materials used by members of the United Brotherhood.

B. Our claim of jurisdiction, therefore, includes but is not limited to the following divisions and sub-divisions of the trade:

Carpenters and Joiners; Millwrights; Pile Drivers, Bridge, Dock and Wharf Carpenters, Divers, Underpinners, Timber Workers and Core Drillers; Shipwrights, Boat Builders, Ship Carpenters, Joiners and Caulkers; Cabinet Makers, Bench Hands, Stair Builders, Mill and Factory Workers; Wood and Resilient Floor Layers, and Finishers; Carpet Layers; Shinglers, Siders; Insulators; Acoustic and Dry Wall Applicators; ... and all those engaged in the operation of woodworking or other machinery required in the fashioning, milling or manufacturing of products used in the trade, or engaged as helpers to any of the above divisions or sub-divisions, and the handling, erecting and installing material on any of the above divisions or sub-divisions; ..."

49. It is clear that the foregoing does not clearly spell out that the trade jurisdiction of Carpenters includes the installation

of sheet metal siding. Section 7 of the Constitution of the Carpenters clearly attempts to catch metal, however, the claim to jurisdiction enumerated later does not go so far as to specifically include metal siding. The position taken by the Board is reaffirmed when one considers the Qualifications for Membership outlined in Section 42 of the Constitution of the Carpenters.

50. The Collective Agreement binding on the Carpenters and Schurmans (Ex. A-1, Tab 2; Ex. A-4) has seven (7) pages of "Definitions" that follow the signature page which purport to outline the work jurisdiction of the Carpenters. The explanation of work jurisdiction on those pages includes the following:

"the milling, fashioning, joining, assembling, erecting, fastening or dismantling of materials of wood, plastic, metal, fibre, core and composition, and other substitute materials;...

... the installation of trim made of metal, wood or composition material; ...

... The on-site assembly and erection of all wood, metal, plastic and composition partitions, including any welding of a plastic material, perimeter and curtain walls, whether built in place or prefabricated; the erection and installation of application of all shingles, siding, wallboard or sheets composed of wood, pulp, plastic, asbestos or composition materials or any other materials including combines or faced with metal or vinyl by whatever means of fastening:

The preparation of sub surfaces, the preparation and layment of resilient surfaces, the laying of plywood as underlayment, the fitting of all devices - metal or otherwise - and the drilling of holes, to receive the complete installation of resilient floor covering, or surfacing such as hot or cold mastic, hot or cold plastic, epoxies, polyesters, vinyls, natural or synthetic latex, magnesia in liquid compound - in molded molten form - on interior or exterior surfaces, floors, walls, roofs, ceilings, counters, stairs, base, draperies, and blinds -of metal, natural or synthetic fabric, synthetic turf of other synthetic materials:

...

The installation of lead baffles or lead liners to walls, aluminum framing, plastic moldings and any other work incidental to same. The erection of porcelain metal panels and metal siding:

...

Framing or erecting of wood buildings including

prefabrication on side:

...

Installation of wood and metal shelving, racks  
and louvres;

Installation of wood and metal cabinets;

...

... No limitation shall be placed on the work covered by this jurisdiction by reason of the surface or texture or purpose for which the material described herein is used, designed or intended.

..."

51. At first glance, it would appear that the Carpenters would have jurisdiction to install metal siding. However, Borden Boyles advised in his testimony before the Board that the pages of "Definitions" were never part of the Collective Agreement and were never agreed to by the unionized employers. Louis Bradley also admitted that those provisions were not negotiated by the contractors but rather were a guide to the membership and were what the Carpenters perceived their jurisdiction to be. As the Definitions were not negotiated, the Board is placing little emphasis on this point and must look elsewhere to determine whether the installation of metal siding falls into the work jurisdiction of Carpenters.

B. AGREEMENT - CONSTRUCTION ASSOCIATION/SHEET METAL WORKERS

52. The second Collective Agreement that must be considered is that between the Construction Association of Prince Edward Island dated May 11, 1988 [Ex. R-1, Exhibit "D" thereof] and the Sheet Metal Workers and was in effect until February 28, 1990. As noted previously Schurmans is not a signatory to the agreement.

53. Article 1 of this Collective Agreement states it shall apply to "the manufacture, fabrication, assembling, erecting and/or installation, repairing and servicing of all Sheet Metal #10 U.S. gauge or its equivalent or lighter gauge and all other work in connection with or incidental thereto included in the



SUMMARY RE COLLECTIVE BARGAINING:

57. The Carpenters also suggested that because the Board granted the order it did (which was contrary to the request of the general contractor), the Board placed Schurmans in violation of its Collective Agreement with the Carpenters and Labourers. The Board cannot agree. The subcontracting clauses are only relevant if the Board determines the trade jurisdiction is that which the Carpenters are entitled to. Should the Board determine, as it did when it issued its interim order, that the work was work to which the Sheet Metal Workers were entitled, there is no violation of the subcontracting clause. The Board recognizes that the subcontracting clauses protect work jurisdiction for a union.

58. The subcontracting provision in the Collective Agreement that governed the relations between Schurmans and the Carpenters (Ex. A-1, Tab 2; Ex. A-4) is article 16.01 which states as follows:

**"ARTICLE 16 - SUB-CONTRACTING**

16:01 The employer shall have the right to sub-contract work. When the employer sub-contracts work that involves carpenter work jurisdiction, the employer shall make this Collective Agreement part of his contract with the sub-contractor."

The foregoing provision only applies if the work is carpenter trade jurisdiction. Accordingly, it is the Board's decision that Schurmans would not be in breach of its subcontracting clause in the event that the Board determines that the work is work for which the Sheet Metal Workers have jurisdiction.

59. In regard to Collective Bargaining relationship, Adams on Canadian Labour Law (Canada Law Book Inc.; Aurora, Ontario, 1985) at pages 928-929 states:

**"(a) Collective bargaining relationships**

This criterion can be of assistance where one union has an established collective bargaining relationship with the employer making, or forced into making, the work assignment, and the other does not. However, jurisdictional disputes rarely occur in situations where a contractor has contracted directly with two different trade unions to perform the same task. Rather, the most likely situation in which a jurisdictional dispute arises

is where one union enters into a contract with a general contractor wherein that union stipulates that should the general contractor enter into a subcontracting agreement with another party, the subcontractor will also be bound to use members of that union. The conflict therefore inevitably arises when the subcontractor already has a collective agreement with a competing union. In this sort of jurisdictional standoff, the criterion of collective bargaining relationships is nullified as both unions have arguable claims that they have a collective agreement which entitles them to perform the disputed work."

60. Essentially, Adams on Canadian Labour Law, supra, confirms that where there is a general contractor contractually bound to one union (as Schurmans was to the Carpenters) and a subcontractor bound contractually to another union (as Aztec Metals was to the Sheet Metal Workers), the criterion of collective bargaining relationships is nullified. While this may be so, the Board is placing little reliance on collective agreements as they are really not determinative of trade jurisdiction.

61. Essentially, the Board has determined that the collective agreements are of no assistance to the Board based on the following:

- (a) Schurmans did not have a Collective Agreement with the Sheet Metal Workers:
- (b) The Definition section in the Carpenters Agreement was not negotiated as it related to the trade jurisdiction of the Carpenters to include metal siding and until such occurs, one party cannot unilaterally determine that their jurisdiction extends beyond that agreed to.
- (c) The agreement between Aztec Metals and the Sheet Metal Workers purports to key in the Construction Association agreement but it was entered into either at the time or shortly after the disputes arose so it should not be used as a basis for making a decision one way or the other.
- (d) The agreement between the Construction Association and the Sheet Metal Workers does not apply to Schurmans.
- (e) The subcontracting clause in the Carpenters Agreement is applicable only if the Board finds that the work

jurisdiction is that to which the Carpenters would be entitled to.

#### SKILL AND TRAINING

62. The second point the Board must concern itself with revolves around the skill and training necessary to do the work. There was a great deal of emphasis placed on the skill and training required to do the work in question. Various opinions were given to the Board regarding the length of time it would take for an individual to become a "qualified" or "experienced" installer of sheet metal.

63. The Board finds the evidence of Fred Clarke, the president of Aztec Metals most helpful. Mr. Clarke has been in the metal siding business for a number of years, starting in 1959 as an apprentice sheet metal worker and after his apprenticeship and testing was concluded (having taken a period of 5 years), he became a journeyman. He started his own business in 1975 and is what is known as a totally unionized contractor, in that his company only uses unionized labour to complete his projects.

64. Aztec Metals had entered into agreements with the Sheet Metal Workers to complete any work required. Mr. Clarke indicated that those people were experienced at handling metal, could make the cuts easier and quicker, and were more efficient than the Carpenters.

65. In Ex. A-1, Tab 6, Mr. Lou Bradley, Business Representative for the Carpenters outlined what he perceived to be involved in the installation of metal siding/cladding. It is stated in part:

"There are a few different systems used but the installation of each is similar. The expertise required to install metal siding/cladding is very basic and does not call for a great amount of training or special tools.

...

The materials, which are installed, are generally supplied, directly from the



manufacturers, in the exact dimensions and profiles that are specified for each particular project.

Any on-site modifications, such as cutting out around doors and windows are usually minor in nature and can be performed using snips and other small hand tools which all carpenters are required to supply, as per the terms of the collective agreement.

All power tools and equipment, such as drills, screw guns, power saws etc are supplied by the employer on each site."

Thereafter follows a number of pages describing the application of metal siding and the tools necessary.

66. While Mr. Bradley and Martin Kenny believed that the work in question was a relatively "simple" procedure, the Board believes that such a comment trivializes the work performed by the Sheet Metal Workers. Mr. Clarke admitted that a carpenter could be trained to do the work in question but the same could be stated for any profession.

67. In Adams on Canadian Labour Law, supra, in relation to skill and training it is stated at p. 929:

"(b) Skill and training

When examining the criterion of skill and training, labour relations boards seek to examine the specific work that is in dispute and the skill and training required to do that work. It should be emphasized that the comparison of skill and training is made with respect to the work in dispute and should not be seen as a comparison of the over-all skill and training of the two competing units. If the work in question involved little or no skills, then the skill and training criterion is not particularly useful. Conversely, where the work in dispute requires some specific skill and training, then this criterion becomes all that more relevant. An examination of the skill required to perform a specific job necessarily entails an investigation of the technical aspects of the job. With regard to a comparison of the relative training levels of the two competing unions, once again there must exist definitive links between the training and the actual work in dispute. For instance, a union might argue that since it offers a greater range of supplementary courses for the upgrading of its members' skills, that it clearly is the most appropriate union to perform the work in question. However, unless these additional courses pertain specifically to the work in dispute, this argument will not assist the union seeking to rely on its training programs. The relevance of this

criterion will diminish somewhat if it is readily apparent to the board examining the matter that sufficient training for the position can be obtained on the job."

68. Mr. Clarke in his testimony described that the installation of metal siding at the UPEI field house essentially involved two applications. The first was the installation of the liner sheet and the tools necessary would include sheet metal snips, a level, drill screw gun, cut off saw and often electric shears.

69. While it has been suggested that there was no evidence placed before the Board that would suggest the training of the Sheet Metal Workers is any better in terms of enabling them to install sheet metal siding than that of carpenters, a sheet metal worker goes through a training and apprenticeship program. The Board does acknowledge that the erection of metal siding must necessarily include different skills and training from the carpenter trade.

70. A disproportionate amount of time was spent advising the Board whether certain tools were or were not required. Simply stated, it is apparent to the Board that the tools for the carpenter trade and those for the sheet metal trade may overlap to some extent but there are clear distinctions in the tools required. Mr. Clarke testified that while certain carpentry tools would be utilized in the installation of metal siding there were other tools required that were not listed, such as a tinner's hammer, 12" bulldog snips, right hand aviation snips, left hand aviation snips, benders, C clamps (at least 3 sets), certain wrenches, electrical shears (possibly), combination square, gas operated cutoff saw (per crew), screw gun; tex screw drill, and a sheet metal brake (if necessary).

71. Martin Kenny, the president of the Carpenters indicated that most of the time the metal siding has to be cut. Mr. Bradley conceded in his testimony before the Board that around doors,

corners, peaks and flashings the material routinely needs job modification. The evidence demonstrated that the metal might rip if a skill saw was used. The evidence further indicated that not every carpenter is capable of installing metal siding.

72. Danny Rochon, a journeyman carpenter, indicated to the Board that he was taught how to install siding, but not metal siding. He graduated in 1976 and became a journeyman in 1980. The first experience he had with metal siding was in the fall of 1988. He testified that while the technology is changing to metal, in his opinion, it is still considered carpentry work.

73. There was much discussion over the type of work that the Carpenters may have performed in this province. Mr. Clarke indicated that there was a difference between erecting metal siding on pre-engineered buildings and erecting it on conventional buildings that were not pre-engineered. Mr. Clarke indicated he could tell whether or not a Sheet Metal Worker erected the metal siding from the way it was lapped.

74. The Board wishes to state it is fully cognizant of the fact that in recent years, metal siding is becoming more popular and thus, the traditional wood siding would not be as prevalent. However, this will not deter the Board from finding that the skills necessary to erect metal siding are different from those required to erect wood siding and perform traditional carpentry tasks.

75. While some of the general principles of applying metal or wood siding would generally overlap, the facts lead to no other conclusion but that the skills are different in a number of aspects. Accordingly, the Board finds that the skill and training required for the erection of sheet metal is different from that required to perform the traditional work of a carpenter.

**CONSIDERATIONS OF ECONOMY & EFFICIENCY:**

76. Having determined the point dealing with the skill and training, the next point to be considered concerns the economic

and efficiency considerations.

77. Adams on Canadian Labour Law, supra, at pp. 929-930 states the following dealing with economy and efficiency:

"(c) Economy and efficiency

The criterion of economy and efficiency is much more complex than it would appear at first glance. While there are obvious considerations such as a comparison of the respective costs of wages and benefits to the employer in having that specific work performed, labour boards examining jurisdictional disputes have sought to look at the over-all impact that possibly work assignments might have on the employer's operations. In the *Simcoe Mechanical Contracting* case, the Ontario Board noted that : "[economy and efficiency] does not mean that the cheapest union succeeds under this heading". What labour boards in the past have looked at is the efficient and economical employment and scheduling of a work force. A decision of the Construction Industry Panel of the Labour Relations Board in Nova Scotia stated that where the other criteria do not offer a board any clear guidance as to which union should be awarded the work assignment, then the criteria of economy and efficiency is to be given "overriding consideration". Ontario panels, however, appear reluctant to rank any of the criteria in order of importance."

78. The evidence was that a Carpenter was paid less than a Sheet Metal Worker. However, the fact that one trade may be paid less than the other trade is not the sole determining factor. One must also consider whether or not the person who is paid less is as efficient as the person who is paid the higher wage.

79. Mr. Clarke indicated that the Carpenters are less efficient than Sheet Metal Workers and a greater amount of time is required to perform the job. In his opinion, the work performed by Sheet Metal Workers was superior to that of carpenters and labourers and the Board accepts the evidence.

80. Ex. R-3 is an affidavit of Michel Daviau, a sheet metal worker which was filed in the Court on the injunction application. He deposes to Yvon Thibodeau, Project Manager for Vic West Metal not honouring its warranty if sheet metal tradesmen do not install the material. This is a valid point and was not addressed by the

Carpenters.

81. Mr. Boyles of Schurmans testified that the past practice has involved a composite crew which would involve an experienced sheet metal siding installer, a carpenter and a labourer. The Board wonders how it can now be said that Carpenters who may or may not be experienced sheet metal siding installers are the appropriate people to install the metal siding. The Board does not believe this proposition can stand.

82. The matter before the Board is not a case where the Board is contemplating awarding the work in question to a composite crew as originally requested by the employer, Schurmans. This is a case where the Board is considering affirming its Interim Order to award the work to the Sheet Metal Workers or vary its Interim Order to award the work in question to the Carpenters.

83. The Board finds that while the wages of Carpenters are less than those of Sheet Metal Workers, the efficiency factor downgrades this aspect. The efficiency factor is in favour of Sheet Metal Workers.

**PAST PRACTICE:**

84. The next point to be addressed concerns the past practice. In terms of past practice, it was the submission of the Carpenters that the work in question had normally been performed by Carpenters.

85. With respect to the past practice of the employer, it appears evident from Mr. Boyles' evidence that the past practice was to award the work to a composite crew consisting of one carpenter, one labourer, and one experienced sheet metal installer which may or may not be a member of a Sheet Metal Workers union.

86. The past practice of awarding to a composite crew does not support the Carpenters position that they have exclusive jurisdiction to the work.

87. While the Board has no dispute and takes no issue with the fact that the employer previously awarded this work to a composite crew, the Board is of the view that there is no authority for the Board to award the work to a composite crew and specifically, the Board must award the work in question to one union or the other.

88. Louis Bradley, the business representative for the Carpenters gave evidence before the Board. He indicated that there were various jobs that included erecting metal siding where the work was performed by Carpenters with no assistance from Sheet Metal Workers. (Ex. A-1, Tab 6) There were also jobs where the Carpenters were not involved and there were jobs on the Island where the local trades and the Sheet Metal Workers performed the work in question.

89. The Sheet Metal Workers tendered various documents which can be summarized as follows:

- (a) Ex. R-1 - Tab B - Sheet Metal Workers used in Morell High School, Queen Elizabeth Hospital, Kensington High School, Residential Quarters Summerside.
- (b) Ex. R-10 - Installation of metal liner, insulation, wall cladding, trims and louvres at the Civic Centre in Charlottetown was done by Sheet Metal Workers who are trained in the field;
- (c) Ex. R-11 - Notes of Jurisdictional Mark Up Meeting, indicating the Sheet Metal Workers installed metal siding, were involved in metal roofing;

90. Exhibit A-3 was a composite exhibit which essentially was correspondence or memos between 1954 and 1988 stating that carpenters applied metal to buildings. Essentially, the correspondence indicated that in the USA in various states, carpenters had installed metal siding to wood framed buildings. There were also letters from Newfoundland firms stating that they had used carpenters for the installation of metal siding and the

erection of pre-engineered buildings. The reasons appear to focus on whether or not it is economically sound to have tradesmen on the payroll for siding installation only.

91. The Board was provided with copies of correspondence (Ex. A-1, Tab 4) that outlined the following:

- (a) Schurmans advised the carpenters by letter dated April 14, 1983 that its practice, both in the past and intended for the future was to use carpenters in the future to install metal siding;
- (b) Fitzgerald & Snow Limited advised the Carpenters by letter dated May 6, 1983 that it employed carpenters to apply composite wall or metal panels to conventional structures;
- (c) William, Murphy & MacLeod (1971) Ltd. advised the Carpenters by correspondence dated April 12, 1983 that the general practice was to use labourers and carpenters to install metal cladding.

92. The Carpenters' position is that they have performed the work for the last decade and they now felt in danger of having their jurisdiction eroded. As noted previously, the Board is cognizant of the fact that in recent years metal siding is becoming more prevalent in the construction industry and the traditional wood siding is becoming a rarity. This in essence is why this Complaint is so hotly contested and why the Board has taken more time than normal to review the entire matter.

93. The Board does conclude that the past practice in this province with this employer has been to award the work to a composite crew including carpenters, labourers and an experienced metal siding applicator, or a combination thereof. This does not support the Carpenters position for exclusive trade jurisdiction.

**AREA PRACTICE:**

94. The last point to be addressed concerns area practice. Looking at the Province of Prince Edward Island, the area practice would be very similar to that dealt with under employers practice. While there are projects that have been performed on the Island where Carpenters have done the work, there are also projects where Sheet Metal Workers have been so employed.

95. Ron Dow, the Business Manager for the Sheet Metal Workers, graduated from trade school in 1962, registered as an apprentice, and subsequently became a journeyman in 1965. Much of his evidence centered around Sheet Metal Workers erecting metal siding in the Atlantic region.

96. The Carpenters position was that the area practice was that all unionized contractors assigned the work to the Carpenters with the assistance of the labourers, not sheet metal workers. As noted previously, this does not support the proposition that the work should be awarded to the carpenters exclusively.

97. The Sheet Metal Workers tendered (Ex. R-18, R-19) a decision of the Ontario Labour Relations Board dated June 1, 1990 wherein it was held that the installation of sheet metal siding was work which was assigned to the Sheet Metal Workers. The dispute was between Carpenters and Sheet Metal Workers. Written reasons were not available at that time, however, the Board has obtained a copy of those reasons which indicated that the work was assigned by Ontario Hydro to the Sheet Metal Workers based on area practice.

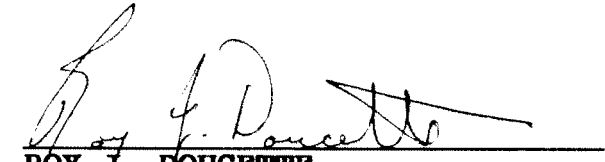
98. As noted earlier, the area practice is to award to a composite crew or a combination thereof. This does not support the Carpenters' position that they should be awarded the work exclusively.



**CONCLUSIONS:**

99. The Board finds that there has been no evidence that would lead it to conclude its original decision was in error and thus, the Board is of the unanimous decision that the installation of metal cladding, sheet metal siding, liner panel, Zgrit and insulation and associated activities fall into the jurisdiction of the Sheet Metal Workers and the order of September 20, 1989 is confirmed.

This decision of the Labour Relations Board was made this 23rd day of April, A. D. 1992 and issued under the hand of its Chief Executive Officer.

  
\_\_\_\_\_  
ROY J. DOUCETTE  
CHIEF EXECUTIVE OFFICER

**PANEL:**

M. Lynn Murray, Chair  
James McTague, Member