

IN THE MATTER OF A GRIEVANCE ARBITRATION

BETWEEN:

THE CITY OF YELLOWKNIFE

- and -

THE PUBLIC SERVICE ALLIANCE OF CANADA

Respecting the Grievance of Nicholas Rivet

Dates of Hearing: January 19th, 20th, & 21st, 2010

Single Arbitrator: Glen E. Power

Counsel: For the Union – Patricia H. Harewood
For the Employer – Glenn D. Tait

Witnesses: Johanna Elliot
Brian Kelln
Nicholas Rivet
Rénee Levesque
Dave Mathisen

A W A R D

[1] The cases referred to by Counsel are listed at the end of this Award in temporal order from oldest to most recent. The superscript numeral following a case when it is cited in the Award is to the numbering used in that list.

[2] Nicholas Rivet was employed by the City of Yellowknife as a Lifeguard/Instructor at its Ruth Inch Memorial Pool from March 6th to November 25th, 2008, on which latter date his employment with the City was terminated. Referring to a Building Standards skills test that Mr. Rivet failed on several occasions, the last of which was administered on November 23rd, the letter of termination said, "These skills are essential for a lifeguard to be able to perform any rescues and all lifeguards must be able to perform these to a reasonable standard at any time in order to perform lifesaving rescues. Since you have been unable to effectively meet the standard for these essential skills, your employment with the City of Yellowknife is terminated effective immediately."

[3] A grievance was filed alleging that Mr. Rivet was terminated without just cause, and that the dismissal was disciplinary in nature. At the hearing, the Union maintained that position, but argued in the alternative that if I decide to characterize the dismissal as being for non-culpable cause, the Employer was still in breach of its obligations because the tests enunciated in the jurisprudence, and in particular the tests enumerated in *Re Edith Cavell Private Hospital and Hospital Employees' Union, Local 180*,³ have not been met.

[4] For its part, the City characterized the termination as being based solely upon non-disciplinary grounds, and asserted that the *Re Edith Cavell* criteria and any other similar enumerations of the applicable tests, have been amply satisfied.

[5] Mr. Rivet is not interested in returning to work for the City, so does not seek reinstatement. The relief sought is two months' pay and related benefits, and the removal of certain materials from his file relating to this matter. The City contends that the grievance should be dismissed, but if it is not, then at most Mr. Rivet is entitled to monetary compensation not exceeding two or three weeks' pay.

[6] Neither Counsel took umbrage with my ability to award damages, both having made reference in that regard to the Supreme Court of Canada decision in *AUPE v. Lethbridge Community College*.⁸

[7] Chronology of events:

- On 06 March 2008, Mr. Rivet started work.
- On 09 March, he passed the Building Standards Test ("BST").
- On 29 April, he passed the BST when it was administered at an in-service to all pool employees.
- On 09 September, Mr. Rivet's six-month probationary period expired.

- On 19 October, he failed the Lifesaving Society of Canada National Lifeguard Service Award (“NLS”) test.
- On 21 October, he was given a letter warning him that if he did not pass the BST by 31 October a determination would have to be made about his continuing employment as a Lifeguard.
- Between 21 and 23 October, he was tested on and passed all the elements included in the BST—i.e., he passed the BST over the course of three days.
- On 22 October, he was given a revised job description for his position that had been issued by the City Administrator on that date.
- On 16 November, he failed the BST when it was administered at an in-service to all pool employees.
- On 17 November, he failed the BST again.
- On 19 November, he was given a letter warning him that his job was in jeopardy, and advising him that he would be tested again on 23 November when those who had been unable to participate in the in-service on 16 November were going to be tested.
- At Mr. Rivet’s request, his BST re-testing was moved up from 23 November to 20 November.
- On 20 November, he was re-tested only on the elements he had not passed on 17 November, but failed again. Subsequent to the test, Brian Kelln, the City’s Programs Manager, met with Mr. Rivet, and said he would be given one more chance to pass.
- Additional training was arranged for 21 November, which Mr. Rivet did not attend.
- On 23 November, the full BST was administered to all those who had missed the prior in-service, and to Mr. Rivet. He failed again.
- On 25 November, Mr. Rivet was given a letter terminating his employment with the City.

[8] The Employer’s submissions:

- When Mr. Rivet did his BST on March 9th, Jessica Orr, the person who was at that time the Assistant Pool Supervisor, went into the water with Mr. Rivet to demonstrate the requirements, and Mr. Rivet understood the City’s expectations.
- After Mr. Rivet failed the NLS test on October 19th, the City was in touch with the Lifesaving Society, which indicated that despite the failure, Mr. Rivet’s current certification was valid until it expired in April of 2009.
- The Society suggested that the City administer a BST.
- The City gave Mr. Rivet a letter on October 21st advising him that he must pass the BST by October 31st or a determination would have to be made by the City about his continuing employment. The BST was administered between October 21st and 23rd. Mr. Rivet passed.
- The November 19th letter advising Mr. Rivet he would be tested again when all pool staff were tested at an in-service on November 23rd stated that his job was in jeopardy. It said if he needed help, he should identify the issues.
- The revised job description that was provided to Mr. Rivet made explicit mention of the requirement that a Lifeguard/Instructor pass the BST upon initial employment and bi-annually thereafter, but it was implicit in the job description provided to him when he started with the City. One of the items listed in the outline of duties refers to “Performing aquatic first aid and using any specialized rescue equipment and techniques (i.e. water lumbar and cervical spinals, submerged non-breather, contact rescues) required”. In any event, from the commencement of his employment Mr. Rivet knew he would have to pass a BST every six months, and he raised no objection.
- Among the reasons for which specific standards applicable to the Ruth Inch Memorial Pool were developed are the fact that the NLS standard is based upon a pool depth of 3 meters, a pool length of 20 meters, and the availability of three people to deal with

shallow cervical immobilization, whereas Yellowknife's pool is 3½ meters deep and 25 meters long, and the immobilization must be done with only two people.

- What more could the City do? It warned Mr. Rivet. It helped him. It offered numerous chances, and even an extra "last chance."
- Mr. Rivet was let go because he could not meet the skills required of a Lifeguard/Instructor at the Ruth Inch Memorial Pool. The City has a responsibility to the public to ensure an emergency can be coped with.
- This is not a situation requiring accommodation, but in any event Mr. Kelln's evidence is that there were no other positions available.
- The *Edith Cavell* tests have been met, as well as the variations on those tests addressed in *Re Greater Toronto Airports Authority and Public Service Alliance of Canada (Cencic Grievance)*,⁷ and *Re Greater Toronto Airports Authority and Public Service Alliance of Canada (Kosta and Di Martino Grievances)*.¹⁰
- The Union has never challenged the BST. Its Local President was here throughout the hearing and gave no evidence that it had any problem with it. I suggest that is because the Union recognized the need for it.
- In *Re City of Moncton and City Hall Employees Assn.*,⁹ the Board said in ¶72 that in the absence of a *prima facie* case of discrimination having been established, the grievor was not owed a duty of accommodation. The Board went on to say in ¶73 that the entitlement to union representation did not arise, because the discharge was not disciplinary in nature. Both those conclusions apply to the case before you.
- Even if there had been a challenge to the legitimacy of the requirement for pool employees to pass the BST, the tests in that regard outlined in *Re Lumber & Sawmill Workers' Union, Local 2537, and KVP Co. Ltd.*¹ have all been met. The test's requirements were known, were not unreasonable, were clear and unequivocal, were known to Mr. Rivet, he was notified that a failure to meet those requirements could result in his discharge, and the requirements were consistently enforced. They have been administered since they were developed in 2005, and until Mr. Rivet's failure to meet them, no Lifeguard with the City had ever failed.
- With respect to the imposition of a test such as the BST, the case of *Re Northern Electric Co. and Communications Workers of North America, Local C-9 (Welch Grievance)*² states that tests must be instituted in good faith, and they must be reasonable. It said in ¶8 that to determine the reasonableness of a test, one should look at the reason for instituting it, the adequacy of the preparation afforded the employee, the manner in which the test was administered, the reliability of the marking of the test, and the relevance of the test to the work to be done. All those are met in the case before you. Mr. Rivet complained on November 16th about the size of the "victim" that he was assigned to rescue, and perhaps he also expressed some concern about the objectivity of Ms. Levesque [the Assistant Pool Supervisor after Jessica Orr left in June], who had administered the test on that day. In response to his concerns he was given a different "victim" on the re-test, and all subsequent tests were administered by the Pool Supervisor, Ms. Elliot.
- So the BST passes muster. It is also worth noting that in each instance when Mr. Rivet was tested against the BST requirements, the test was administered not by management, but by a person who, like Mr. Rivet, was a member of the bargaining unit.
- If you disagree with the City's assertion that it was entitled to dismiss Mr. Rivet, the jurisprudence permits you to award damages in lieu of reinstatement. See *Alberta Union of Provincial Employees v. Lethbridge Community College*.⁸ Indeed, damages is the remedy Mr. Rivet seeks. In those circumstances, we submit that given Mr. Rivet's short tenure with the City, two to three weeks' pay at the most would be appropriate. To support this assertion we have provided you with two cases: *Re Government of the Province of Alberta and Alberta Union of Provincial Employees (Beck Grievance)*,⁴ and *Re Government of the Northwest Territories and Union of Northern Workers (Utye Grievance)*.⁶ *Beck*⁴ gave five months for five years service. *Utye*⁶ gave four months for

just over four years. Though the award In *Lethbridge Community College*⁸ was four months for two years service, we submit that that ratio would be high, given Mr. Rivet's short service.

- However, the bottom line is that Mr. Rivet was not consistently able to demonstrate his ability to meet the legitimate standard required of him, so the City was entitled to terminate his employment when it did. The grievance ought to be dismissed.

[9] The Union's submissions:

- Our position is that the dismissal constituted discipline, as alleged in the grievance, and that it was unjust. Therefore, the grievance ought to be allowed. Alternatively, if there was some basis for discipline, progressive discipline was not followed, and a warning or short suspension is all that is merited. If you disagree, and find that the termination was not disciplinary, the *Edith Cavell* tests were not met.
- Mr. Rivet relocated from Ontario to take his job with the City, and signed a copy of the February 18th job offer for a job that started on March 6th. There was a job description attached which he signed on March 7th. That job description makes no mention of a requirement that he pass the City's BST. He signed a further job description on October 22nd which included an amendment stipulating a requirement for him to pass the BST, but that was subsequent to him having received the letter of October 21st advising him that he had to pass the BST by October 31st.
- The letter of termination stated that Mr. Rivet had failed treading water, towing, and the Pia carry. That was the Employer's basis for dismissal.
- The dismissal is disciplinary, yet there was no attempt to apply progressive discipline. The Employer must attempt to correct unacceptable conduct by steps. The tone of the dismissal letter was that Mr. Rivet was being blamed for his failure to achieve the standard demanded by the City. It states that "the Supervisor even agreed to help you Friday morning to work on those [missed] skills in order for you to improve but you failed to show up. That Friday afternoon the Pool Supervisor asked if you wanted some help but you declined and stated you would work on your own," the implication being that the Employer felt Mr. Rivet had not put in the effort required.
- The letter of November 19th stated that Mr. Rivet would be required to undergo a monthly Building Standards evaluation for the next six months if he passed. No other employees had that requirement imposed upon them.
- The first word Mr. Rivet received that his job might be in jeopardy was the letter of October 21st. It contained errors, confusing the NLS requirements with the BST requirements. Further, with respect to Mr. Rivet's continuing employment, it did not indicate that he would be considered for other jobs.
- If the dismissal was not disciplinary, the *Edith Cavell* tests must be met, and they were not.
- An employer must define the level of performance required. The City did not do so. The BST was a 2005 creation written up by Ms. Elliot, who admitted that when she designed it, she had no clue what to put in it other than the notion that the criteria should stick close to the NLS standard. After the BST was established, she decided to amend the treading water time from five minutes to three minutes, and decided to remove the NLS rescue drill from the list because she felt running on the deck was too dangerous. Ms. Elliot acknowledged in cross-examination that it was peculiar that the BST was not mentioned in the job description, and agreed that maybe it would have made sense to pilot the test before making it a requirement. She acknowledged that she had obtained no outside input into designing something she had never done before.
- An employer must establish that the standard expected was communicated to the employee. Mr. Rivet said he had heard of the BST, but was given no written or audio-visual material respecting the test.

- An employer must establish that reasonable supervision and instruction was given to the employee and that the employee was afforded a reasonable opportunity to meet the standard. The City's requirement is that employees show they can meet the standard once every six months. Mr. Rivet met the standard in March, April, and October. That's three times in eight months. Further, Mr. Rivet was given no reasonable opportunity to demonstrate he could meet the standard consistently. In October, he had been given two weeks to train, and was told he had to meet the standard by the end of October. He met the standard in two and a half days on October 23rd. Yet he was told he had to pass it again at the in-service in November. This after having already met the standard three times.
- An employer must establish an employee's inability to meet the requisite standard to the extent that it renders him incapable of performing the job, and that reasonable efforts were made to find alternate employment within the employee's competence. This was not done. Mr. Rivet felt he could do cashier duties, or be a pool assistant. Further, it was unfair to change the job description and give so short a time to meet a standard subjectively set by someone who admitted she did not know what she was doing when she wrote up the requirement. Ms. Elliot admitted Mr. Rivet and the other person she tested in November were tired at the time. Mr. Rivet ought to have been given more time. If, as Mr. Kelln said, it takes six weeks to recruit someone new, Mr. Rivet should have been given six weeks to work on his skills.
- In *Re Calgary Board of Education and International Brotherhood of Electrical Workers, Local Union 254 (Martinez Grievance)*,¹¹ Arbitrator Sims said at p. 23 that the grievor had received no reasonable warnings. In our case, the November 19th letter is really the only point at which dismissal was clearly stated to be a prospect, and Mr. Rivet was given no genuine opportunity to respond.
- In *Re Jim Pelk Pontiac/Buick GMC Ltd. and International Association of Machinists & Aerospace Workers, Lodge 1857*,⁵ Arbitrator Devine said at p. 3 that a non-culpable conduct case puts a high onus on an employer to meet the standard to sustain a dismissal for incompetence. He held at p. 7 that termination was inappropriate because the grievor was not given the three-month review contemplated by the Performance Clause. Mr. Rivet was not given the performance review the City's Performance Appraisal Procedures mandated at least thirty days prior to the expiration of his probationary period in September.
- The Union is challenging the BST standard the Employer insists it is entitled to impose. The Union has said nothing since it was put in place in 2005 because it did not know about the standard until it popped up in the new job description that was put into place in late October.
- Respecting mitigation, Mr. Rivet took time off over Christmas and returned to Ontario, but he could have looked for work when he was there; he did a successful NLS requalification during that time; and he found new employment in Yellowknife at the end of January 2009 that he is satisfied with, even though it is at a lower rate of pay.
- Since Ms. Elliot, Ms. Levesque, and Mr. Kelln all said Mr. Rivet was a valued employee, he should have been given a reasonable chance to meet the BST requirement so he could continue to contribute. On Mr. Rivet's behalf we seek two months' pay and related benefits, and the removal of the negative letters of June 26th (which alleged certain performance deficiencies observed during Mr. Rivet's probationary period), October 21st, November 19th, and November 25th from his personnel file.

[10] The Employer's rebuttal:

- An allegation that a dismissal is disciplinary does not make it so. Mr. Rivet understood he was let go because he could not meet the standard. Reference to the "tone" of the Employer's correspondence to Mr. Rivet to support the Union's allegation that his

dismissal was disciplinary is stretching things. Letters outlining deficiencies are required in order to meet the *Edith Cavell* tests. That is why they are given.

- Mr. Rivet took no objection to the BST standard being applied. His evidence was that he was oriented, shown what was required, and that he understood what was required.
- Lifeguards are in the lifesaving business. At a coroner's inquiry it doesn't do much good to be able to say that the lifeguard was able in the fall of 2008 to pass once, but failed four times. Lifeguards must be able to do these things all the time.
- Fatigue from training was raised, but Mr. Rivet never once said he was too tired to try. It was he who wanted to move up the November 23rd test to November 20th.
- The same elements were missed each time in the last tests.
- Mr. Rivet was given a reasonable amount of time. Every other lifeguard passed the BST every time. During the eight months of his employment, Mr. Rivet passed three times, but failed five. If three out of eight is okay, please write that down so the residents of Yellowknife know that.
- The job description amendment is not a change. It is merely a clarification of a requirement already implicit in the job description in effect when Mr. Rivet was hired, and was a requirement of which Mr. Rivet was clearly aware when he started to work. The BST was administered to him—and he passed it—three days after he was hired.
- Mr. Mathisen, the Union Service Officer who filed the grievance on Mr. Rivet's behalf, said he did not know of the Building Standards Test requirement, but the Local President was here throughout these proceedings and did not testify. The Union's silence implies consent.
- Taking Mr. Rivet's evidence alone, the *Edith Cavell* tests were met.
- In the *Calgary Board of Education (Martinez Grievance)*¹¹ case cited by the Union, the employee was a probationary employee, so the employer did not think it had to meet the *Edith Cavell* tests. Arbitrator Sims says so on p. 15. In our case, the Grievor was given not one but two "last chances," and said he was grateful for the extra last chance.
- *Re Pontiac*⁵ speaks of a high onus, but the Supreme Court of Canada has made it clear recently that there is only one standard—balance of probabilities.
- True, there was no thirty-day review prior to the end of Mr. Rivet's probationary period as required by the City's Performance Appraisal Procedures, but there was no challenge to that failure, and in any event a performance review does not test skills.

DECISION:

[11] I do not view this matter as disciplinary. None of the City's evidence suggested to me that there was an underlying disciplinary motivation, and Mr. Rivet did not say during his testimony that he felt he was being disciplined. The only suggestion that disciplining Mr. Rivet played a role in the City's decision to terminate his employment was the reference in the letter of dismissal to his failure to take advantage of the offer of additional assistance on November 21st prior to his November 23rd test. The evidence established that Mr. Rivet was not consistently able to pass the BST requirement. Mr. Kelln, the Program Manager, testified that, "I felt, given all the opportunities he'd had, we really had no other choice." When asked whether there were any other reasons besides his failure to pass the BST for terminating Mr. Rivet's employment, Mr. Kelln said, "No. It was the only reason."

[12] Since I have found that the dismissal was for non-culpable cause, if Mr. Rivet was given a reasonable opportunity to demonstrate he could consistently meet the BST standard, his failure to do so would justify dismissal—provided the *Edith Cavell* tests have been satisfied. Have they? Let me, in the next six paragraphs, address each of them in turn.

[13] “The employer must define the level of job performance required.” Did it? The BST has been in place since 2005. It underwent some modifications during that time, and Ms. Elliot said she’d never developed one before. In fact, she conceded in cross-examination that she had no idea what she was doing when she wrote up the requirement. However, no one—not even Mr. Rivet—testified that any of the items on the list in 2008 were inappropriate demands for a Lifeguard/Instructor at the Ruth Inch Memorial Pool.

[14] “The employer must establish that the standard expected was communicated to the employee.” Did it? The BST was not specifically mentioned in the job description provided to Mr. Rivet when he started, though arguably several aspects of it were listed in conjunction with the statement respecting his obligation to use specialized equipment and techniques. However, Mr. Rivet was told of the requirement, and the test was administered on March 9th, three days after he started. It was administered again on April 29th. It was mentioned in the letter he was given on October 21st. It was specifically mentioned in the new job description given to him on October 22nd. It was mentioned in the letter he was given on November 19th.

[15] “The employer must show it gave reasonable supervision and instruction to the employee and afforded the employee a reasonable opportunity to meet the standard.” Did it? The City’s letter to Mr. Rivet of October 21st said, “The City wants to give you every opportunity to complete the Building Standards test successfully. To assist you in hopefully completing the next test, for the next two weeks you will be working with the Pool Supervisor on these required skills . . . at which time you will then be re-tested on these Building Standards.” Its November 19th letter said, “We suggest that you make the necessary arrangements to work on all the skills that the Pool Supervisor has identified as requiring improvement. Although the City has already provided you with skill specific training to meet the Pool’s Building Standards, if there are specific skills that you would like to identify for us that are causing you particular difficulty, please advise us as soon as possible so that the City can assist in preparation for your next evaluation on November 23rd.”

[16] “The employer must establish an inability on the part of the employee to meet the requisite standard to an extent that renders her incapable of performing the job”. Did it? The requirement is not simply that Mr. Rivet be able to pass the BST. On three occasions (March 9, April 29, and October 21-23) he demonstrated that he could. The obligation upon Mr. Rivet was that he be able to consistently meet that requirement. That is clear from the City’s letter of November 19th, which said that even if Mr. Rivet passed the BST on November 23rd, “the City will implement a performance management program that will require you to undergo a monthly

Building Standards evaluation for the next six months. These follow-up evaluations are necessary in order to ensure that your skills are adequately maintained to safeguard the public as well as your own safety. Should you fail to successfully complete any of these monthly evaluations, your employment with the City will be terminated due to your incapacity to meet the requirements of this position.”

[17] “. . . [The employer must establish] that reasonable efforts were made to find alternate employment within the competence of the employee.” Did it? Mr. Rivet testified that he felt he could do cashier duties, or be a pool assistant, for example. He said some of these positions were discussed in a meeting with Ms. Elliot and Mr. Kelln. When Mr. Kelln was asked in cross-examination whether he was ever approached by Mr. Rivet about other things Mr. Rivet could do for the City if he didn’t pass, Mr. Kelln said, “I don’t recall if we had we had a conversation about other jobs.” When asked whether he had considered whether Mr. Rivet could do other jobs at the pool, like cashier, or aqua fitness instructor, he said “No.” But one must not forget that in examination-in-chief he had already said that, “We had no other job for him.” Since this is not a case involving a disability that places upon an employer a duty to accommodate, the City had no obligation to modify his duties, nor to move other people around in order to find somewhere to fit him in. Indeed, there are other provisions in the Collective Agreement dealing with transfers and seniority that would make it difficult if not impossible for the City dislocate others in order to keep Mr. Rivet on. There is no evidence before me establishing, or even suggesting, that there were available jobs into which Mr. Rivet could have been put.

[18] “The employer must disclose that reasonable warnings were given to the employee that a failure to meet the standard could result in dismissal.” Did it? Though Mr. Rivet passed the BST prior to October 31st, the City’s letter of October 21st said, “At that time [i.e., the end of October], a determination will have to be made by the City about your continuing employment as a Lifeguard.” The letter of November 19th said, “If you cannot successfully complete the Building Standards skills test on November 23rd, 2008, the City will have no choice but to terminate your employment for not being able to meet the required safety standards and requirements of the Lifeguard position.”

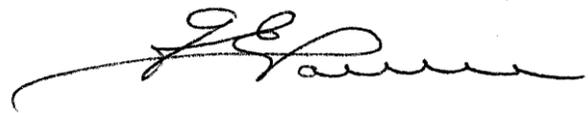
[19] I am satisfied that the *Edith Cavell* tests have been met. Furthermore, with respect to the Union’s assertion that it is challenging the reasonableness of the City imposing the BST standard, I find the City’s requirement that its pool employees pass the BST satisfies the “rule” tests set out in *Re Lumber & Sawmill Workers’ Union, Local 2537, and KVP Co. Ltd.*¹ Setting that requirement was not inconsistent with the Collective Agreement, was not unreasonable, and was clear and unequivocal notwithstanding that there were modifications made to it between 2005 and 2008. It was brought to Mr. Rivet’s attention before the City acted on it. Mr. Rivet was notified that a

failure to pass the test could result in his discharge, and there is no evidence that the requirement was not consistently enforced. The evidence is that no lifeguard had ever failed the BST before.

[20] I find that the obligation to pass the BST was a reasonable job requirement of which Mr. Rivet was aware even though it was not specifically mentioned in the job description he was provided with the day after he started work. His failure of the NLS test on October 19th having given rise to some concern as to the adequacy of Mr. Rivet's abilities, he was told he would have to pass the City's BST, and arrangements were made for him to work with the Pool Supervisor on the required skills. He passed the BST over the three-day period of October 21-23, but failed it four times in November. Though Mr. Rivet felt there were jobs he could do, Mr. Kelln said the City had no other job for him, and no evidence was presented to show any other job Mr. Rivet felt he could perform was available. Mr. Rivet was made aware twice that his job was on the line—once on October 21st, nearly seven weeks before his dismissal, and again on November 19th.

[21] No bad faith is alleged, and none was demonstrated. The most we have in that regard is what might be described as a personality conflict between Mr. Rivet and Ms. Levesque, who was removed from the equation after Mr. Rivet complained about the victim assigned to him on November 16th. The final three tests were all administered by Ms. Elliot, the Pool Supervisor, whose credentials were not questioned.

[22] I am not prepared to tell the people of Yellowknife that passing the BST less than half the number of times he was tested on that requirement is okay. Mr. Rivet failed to demonstrate that he could consistently satisfy the BST requirements. Simply put, and despite his best efforts, his performance was not good enough to demonstrate the consistency that the City was entitled to demand. Mr. Rivet's grievance is dismissed.



Glen E. Power, Single Arbitrator

February 16th, 2010,
Edmonton, Alberta.

Cases Cited by Counsel

1. *Re Lumber & Sawmill Workers' Union, Local 2537, and KVP Co. Ltd.* (1965), 16 L.A.C. 73 (Robinson C.C.J., Chair);
2. *Re Northern Electric Co. and Communications Workers of North America, Local C-9 (Welch Grievance)* (1969), 20 L.A.C. 222 (Palmer, Chair);
3. *Re Edith Cavell Private Hospital and Hospital Employees' Union, Local 180* (1982), 6 L.A.C.(3d) 229 (Hope, Chair);
4. *Re Government of the Province of Alberta and Alberta Union of Provincial Employees (Beck Grievance)*, unreported, dated 14 December 1988 (Jones);
5. *Re Jim Pelk Pontiac/Buick GMC Ltd. and International Association of Machinists & Aerospace Workers, Lodge 1857*, unreported, dated 26 January 1996 (Devine);
6. *Re Government of the Northwest Territories and Union of Northern Workers (Utye Grievance)*, unreported, dated 19 December 1997 (Jolliffe);
7. *Re Greater Toronto Airports Authority and Public Service Alliance of Canada (Cencic Grievance)*, [2001] C.L.A.D. No. 12 (Knopf);
8. *Alberta Union of Provincial Employees v. Lethbridge Community College*, [2004] 1 S.C.R. 727 (S.C.Can.);
9. *Re City of Moncton and City Hall Employees Assn.* (2004), 134 L.A.C.(4th) 404 (Gorman, Chair);
10. *Re Greater Toronto Airports Authority and Public Service Alliance of Canada (Kosta and Di Martino Grievances)* (2004), 135 L.A.C.(4th) 179 (Brent);
11. *Re Calgary Board of Education and International Brotherhood of Electrical Workers, Local Union 254 (Martinez Grievance)*, unreported, dated 07 July 2008 (Sims).