



ONTARIO LABOUR RELATIONS BOARD

Labour Relations Act, 1995

OLRB Case No: 1213-14-IO
Interim Order

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers, Local 128, Applicant(s) v Allerion Oilfield Services Inc.,
Responding Party(ies)

COVER LETTER

TO THE PARTIES LISTED ON APPENDIX A:

The Board is transmitting the attached document(s) via e-mail, facsimile,
regular mail or courier:

Decision - August 20, 2014

DATED: August 20, 2014

Peter Gallus

NOTE:
Address all communication to:

The Registrar
Ontario Labour Relations Board
505 University Avenue, 2nd Floor
Toronto, Ontario M5G 2P1
Tel: 416-326-7500
Toll-free: 1-877-339-3335
Fax: 416-326-7531
www.olrb.gov.on.ca



ONTARIO LABOUR RELATIONS BOARD

OLRB Case No: **1213-14-IO**

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Local 128, Applicant(s) v **Allerion Oilfield Services Inc.**, Responding Party(ies)

BEFORE: Robert W. Kitchen, Vice-Chair

APPEARANCES: Ken Stuebing, Simone Ostrowski, Dalas Santavy, Colin Sullivan and Ciaran D'Arcy appearing for the applicant; Madeleine Loewenberg, Craig Bell, Mark Taylor, Bill Kozera, Donald Bowling, Kim Brogden, Justin Rockwood, Rob Bingley and Richard Smith appearing for the responding party

DECISION OF THE BOARD: August 20, 2014

1. Board File No. 1213-14-IO is an Application for Interim Order brought pursuant to section 98 of the *Labour Relations Act, 1995, S.O. 1995, c.1*, as amended (the "Act"). This Application for Interim Order pertains to an Unfair Labour Practice Complaint which the Applicant (the "Union") has also filed.

2. In its Unfair Labour Practice Complaint, the Union alleges that Colin Sullivan ("Sullivan"), Tanner Ridley ("Ridley") and Ciaran D'Arcy ("D'Arcy") (collectively referred to as the "declarants") were inside organizers or supporters of the Union's organizing campaign and were terminated from their employment with Allerion Oilfield Services Inc. ("Allerion") because of this. In the Application for Interim Order, the Union seeks, among other remedies, an interim order directing the immediate reinstatement of the declarants, pending the adjudication of the Unfair Labour Practice Complaint.

3. Allerion submits that the declarants were employees of Express Personnel Services ("Express"), not Allerion, and their release from working with Allerion had nothing to do with their union

activities. To the contrary, Allerion submits that the release of the declarants from working with Allerion was for legitimate business reasons, lack of work.

THE FACTS

4. A consultation was held in this matter on August 6, 2014. Both the Union and Allerion filed declarations in support of their positions. The Board will note where the allegations made were challenged by the other party.

5. In July, 2014, Allerion was performing work at the Shell refinery at Corunna, Ontario (the "Shell Refinery Site"). The work consisted of painting, tank cleaning and sandblasting. The work maintains Shell's oil tanks in order to allow Shell to operate efficiently and to avoid breakdowns of its equipment and interruptions to production. During the week of July 21, 2014, Shell contracted with Allerion to perform work on three tanks at the Shell Refinery Site.

6. The work crews at the Shell Refinery Site consisted of both Allerion employees and temporary employees obtained from Express. The Union asserts that the temporary employees were in fact employees of Allerion.

7. Sullivan worked for Allerion at the Shell Refinery Site since late May, 2014. Justin Rockwood ("Rockwood"), a Staffing Consultant with Express, declared that it was anticipated that the declarants would be scheduled for work at the Shell Refinery Site until some point between July 25 and September, 2014.

8. Sullivan declared that he was one of the primary inside supporters of the Union. On July 22, 2014, he met with Dalas Santavy ("Santavy"), a representative of the Union, at 4:00 p.m. at a restaurant to discuss the prospect of unionization at Allerion. At the conclusion of the meeting, he and Santavy agreed to meet across the street from the Shell Refinery Site on July 23, 2014 at lunch time where Allerion employees frequently gather for the purpose of discussing unionization and signing membership cards.

9. On July 23, 2014, Sullivan attended a meeting with Santavy across the street from the Shell Refinery Site at noon. There were approximately 15 employees present. He advised the employees of the presence of Santavy. Santavy discussed the benefits of the Union, workplace issues at Allerion, and the prospects of unionization. At the

conclusion of the meeting, a number of individuals signed union membership cards, including Sullivan and D'Arcy. Ridley was not present during this meeting.

10. At least two foremen were present at the meeting, including Brad Eddy ("Eddy"). Eddy immediately advised Bill Kozera ("Kozera"), Allerion's Project Coordinator, of the meeting who reported it to Mark Taylor ("Taylor"), Allerion's Operations Manager. The Board notes that Eddy did not submit a declaration outlining what he observed at the meeting or what he reported to Kozera.

11. Sullivan declared that after the meeting he returned to the Shell Refinery Site and Kozera addressed the subject of the union organizing with a group of employees, including D'Arcy and Ridley. A supervisor, Don Bolan ("Bolan"), was also present. Kozera indicated that Allerion had troubles with unions in the past and would rather "shut the doors" than continue working at the Shell Refinery Site with unionized workers. During this discussion, Sullivan, D'Arcy and Ridley openly spoke about the benefits of unionization. This declaration was supported by the declarations of D'Arcy and Ridley, who were also present.

12. Kozera denies that this discussion took place and further denies that any employee of Express or Allerion discussed unionization in his presence. His denial is supported by the declaration of Donny Bowling.

13. Each of the declarants declared that they publicly expressed their support for the Union.

14. On July 24, 2014, each of the declarants received a call from Rockwood advising that he had received a call from Taylor and they were not to report for work that day, but would be paid. In fact, all Allerion and Express employees working at the Shell Refinery Site were given the day off with pay on July 24.

15. At about 5:00 p.m. on the same date, Rockwood called each of the declarants and advised that their services were no longer required at Allerion effective July 24, 2014. No reason was given.

16. Kozera and Taylor each declared that they had no knowledge that the declarants were interested in organizing Allerion's employees or that they had any involvement with the Union. Neither were aware that any employees signed union membership cards on July 23, or

thereafter, nor did they hear any of the declarants make any statements about the Union.

17. Kozera and Taylor each declared that the declarants were released as a result of Allerion's manpower needs and not because of any organizing activity. Allerion's manpower needs were affected by the following factors:

(a) A four employee Allerion crew had been working at a Shell Refinery located on Keele Street in Toronto (the "Keele Street Site") and that work came to an end on Monday, July 21, 2014.

(b) These employees returned to the Shell Refinery Site on July 22 and spent that day and the next unloading, sorting and putting away equipment. On July 24, these employees were ready to resume work on tanks at the Shell Refinery Site.

(c) Shell had advised Allerion that it did not require a crew on Tank #66 in the previous week. The crew that had been employed on Tank #66 were moved to Tank #57.

(d) On Tuesday, July 22, 2014 there was a delay in the work to be performed on Tank #96. Two members of that crew went to work on Tank #57 and two members went to work on Tank #26. As a result, each of Tanks #57 and #26 had excess workers on their crews.

18. Kozera and Taylor each declared that Shell needs its oil tanks for oil production and storage and Allerion is only permitted to work on a fixed number of tanks at any one time. Allerion does not have an unlimited amount of work for an unlimited number of employees.

19. A number of other employees were hired at the Shell Refinery Site prior to the week of July 21, 2014. Jordan MacBeth was hired as an Allerion employee on or about July 7, 2014. Allan Murray was assigned as an Express employee in late June or early July, 2014. Donny Bowling was assigned as an Express employee in June or July, 2014.

20. Kozera declared that Santavy attended near the Shell Refinery Site on July 29, 2014 and told some of the Allerion employees they were "scabs". Santavy declared that he attended at the Shell Refinery Site on that date to discuss the Union with employees. He approached an employee in a truck who screamed and yelled in no uncertain terms telling Santavy to "Fuck off" and "Get out of here". Santavy retorted that he was acting like a "scab". Santavy then left the site.

21. Having regard to the Board's practice in consultations, the Board inquired of Taylor why all Allerion and Express employees were given the day off with pay on July 24, 2014. Taylor advised that this decision was made at a meeting on July 23, 2014. Taylor, Craig Bell (CEO), Mike Wilkins (President) and Elaine Heath (owner) were present. Taylor advised that he had received a call from Kozera who told him that Mr. Santavy and one of the reps from the Carpenters Local were out "chatting with the boys and trying to see whether anyone wanted to sign union cards." Taylor advised that the reaction of those at the meeting was: "We were all taken aback", "it was like being sucker punched". Those present were concerned that a union was trying to organize the employees.

22. The decision to give everyone the next day off with pay was in reaction to the meeting in the parking lot that day. Allerion wanted to inform the client and there was a safety concern with employees "not knowing what was going on." Some of the employees were unionized in the past and didn't want to be unionized. There was a concern that their minds would not be on the job. Allerion wanted to give the employees "the opportunity to settle down" and get on with their work. Allerion had never previously given employees the day off with pay because of a safety concern.

23. Taylor also advised that he does the staff planning on Thursdays for the following week.

THE STATUTORY PROVISIONS

24. Section 98 of the Act provides:

98(1) On application in any pending proceeding, the Board may,

...

(b) subject to subsections (2) and (3), make interim orders requiring an employer to reinstate an employee

in employment on such terms as it considers appropriate;

(2) The Board may exercise its power under clause (1)(b) or (c) only if the Board determines that all of the following conditions have been met:

1. The circumstances giving rise to the pending proceeding occurred at a time when a campaign to establish bargaining rights was underway.

2. There is a serious issue to be decided in the pending proceeding.

3. The interim relief is necessary to prevent irreparable harm or is necessary to achieve other significant labour relations objectives.

4. The balance of harm favours the granting of the interim relief pending a decision on the merits in the pending proceeding.

(3) The Board shall not exercise its powers under clause 1(b) or(c) if it appears to the Board that the alteration of terms and conditions, dismissal, reprisal, penalty or discipline by the employer was unrelated to the exercise of rights under the Act by an employee.

(4) Despite subsection 96(5), in an application under this section, the burden of proof lies on the applicant.

DECISION

25. There is no question that the first two conditions of subsection 98(2) are met. The organizing drive by the Union commenced no later than July 23, 2014 when Santavy met with Allerion and Express employees to discuss the benefits of unionization and some employees, including Sullivan and D'Arcy, signed union membership cards.

26. The Board has held that the termination of union organizers or supporters of a union raises a serious issue to be decided: see *Metrican Stamping Co.*, [2005] OLRB Rep. November/ December 1013; *UPS Supply Chain Solutions Inc.*, [2005] OLRB Rep. September/October 904; and *Sarnia Paving Stone Ltd.*, [2005] OLRB Rep. September/October 840.

27. The onus falls on the Union to establish that the third condition of section 98(2) has been met. Counsel for the Union submitted that the termination/lay-off of three supporters of the Union immediately following the meeting with Santavy on July 23, 2014 had a chilling effect on the Union's efforts to organize the employees of Allerion and caused irreparable damage to that campaign.

28. The Board notes that it is not necessary in this application to determine whether Allerion or Express was the employer of the declarants. It is not disputed that Taylor directed the termination/lay-off of the declarants by Express.

29. Counsel for Allerion submitted that the interim relief sought is an extraordinary remedy and the Union did not plead sufficient particulars to support a finding of irreparable harm. The Board should not rely on bald assertions by the declarants and Santavy that they believed it would be difficult to garner support of the employees of Allerion for the Union if they see known organizers and supporters of the Union being laid off.

30. Counsel for Allerion further submitted that there was no evidence that other employees knew that the declarants were organizers or supporters of the Union. Allerion had no knowledge that the declarants were organizers or supporters of the Union. There was no evidence that employees refused to speak with the Union or sign union membership cards because the declarants had been terminated/laid off from working on the Shell Refinery Site. Further, there was insufficient evidence to establish that the declarants were organizers or supporters of the Union.

31. The Board has commented on the impact of the termination of a union organizer or supporters in the midst of an organizing campaign. In *UPS Supply Chain Solutions Inc., supra*, the Board stated:

28. In my view, the reinstatement of Mr. Mootoo is necessary to prevent irreparable harm to the Union. There can be little doubt that the discharge of a key union organizer has a deleterious effect on the Union's ability to organize. Not only has the card signer been lost which blunts organizing efforts, but, more importantly, the discharge of an employee in such a position will most cause other employees to think twice about exercising their rights under the Act. As the

Board said in *Tate Andale Canada Inc.*, [1993] OLRB Rep. Oct. 1019:

56. What is the "harm" potentially suffered by the union, the employees, and the process, if interim relief is not granted - that is, if the Board does not reinstate the grievors, or otherwise take steps to restore the labour relations STATUS QUO prevailing at the time of their discharge? Least significant, we think, is the potential wage loss to the aggrieved employees, which is fully recoverable (if they are successful) within a few weeks, and, in Sweetman's case, is moderated by the fact that he has already received some severance pay. More important, in our view, is the likely impact on other employees, who may have had an appetite for collective bargaining, but have just seen the union's two principal proponents summarily removed from the workplace in the midst of the organizing campaign. This is not a neutral event, and it would be totally unrealistic to expect employees to regard it that way.

32. Similarly, in *Sarnia Paving Stone Ltd.*, *supra*, the Board stated:

38. In the case of Pimental and Theriault, I find that the condition has been established. As the Board stated in *UPS Supply Solutions Inc.*, *supra*, at paragraph 31, a finding of irreparable harm "is virtually inherent where, as here, the termination of the key union organizer occurs during an organizing campaign". The Board has long recognized that such a termination will not only make other employees hesitant about joining a union, but it would likely interfere with an employee's freedom to support a union in a vote, or to cooperate with and assist the union in its litigation with the employer. Reinstatement would clearly be necessary to mitigate against these effects. The same sentiments would, in my view, be generally applicable to the termination of a known union supporter, particularly where his termination occurs around the same time as that of the key organizer.

39. I acknowledge that the responding party denies any knowledge of the roles played by Pimental and Theriault in supporting the union. It seems, however,

that the establishment of this condition is not necessarily dependant on the employer's knowledge of the employee's role...

33. There is no doubt that the materials filed by the Union could have been more detailed to support its contention regarding the effect of the termination/lay-off of the declarants on its organizing efforts. However, at least with respect to Sullivan and D'Arcy, there is sufficient material for the Board to conclude that irreparable harm has occurred to the Union.

34. It is noted that the Union's organizing campaign was at a very early stage. Sullivan met with Santavy prior to July 23, 2014 and arranged for him to attend at the Shell Refinery Site on that day. The meeting on July 23, 2014 was attended by over one-half of the Allerion and Express employees. At the meeting, Sullivan made the presence of Santavy known. He signed a union membership card in the presence of these employees. This must have identified him as an in-house organizer or at least a key union supporter. He openly supported the Union and this was corroborated by Santavy. The heated exchange between Santavy and an Allerion employee on July 29, 2014 supports a change in employee response to the Union's organizing efforts.

35. Similar comments apply to D'Arcy. He attended the meeting on July 23, 2014 and, in the presence of fellow employees, signed a union membership card. He openly supported the Union and this is corroborated by Santavy.

36. The same considerations do not apply to Ridley. He did not attend the meeting of July 23, 2014 and there is no evidence that he signed a Union membership card. The Board is left with the bald assertion that Ridley publicly supported the Union. The Board cannot conclude that the termination/layoff of Ridley irreparably damaged the Union's organizing drive.

37. The next issue to be determined is whether the balance of harm favours granting the interim relief. Counsel for Allerion asserted that, given Allerion's staffing requirements, should any of the declarants be reinstated, Allerion would be required to layoff other employees.

38. The Board has consistently held that that the financial costs associated with reinstated/recalled employees does not outweigh the

irreparable harm to the union: *Percon Construction Inc.*, [2010] OLRB Rep. January/February 173; *Clayson Steel (1998) Inc.*, [2007] O.L.R.D. No. 207; and *Alaska Sash Door and Window Corp.*, [2006] O.L.R.D. No. 4098. The Board therefore concludes that the balance of harm favours granting the interim relief.

39. Finally, the Board, in accordance with subsection 98(3), must determine whether the termination/layoff of Sullivan and D'Arcy "appear" to be unrelated to the exercise of rights under the Act.

40. The Board in *Patrolman Security Services Inc.*, [2005] OLRB Rep. Sept/Oct. 818 described the nature of the inquiry under subsection 98(3):

67. This type of inquiry [i.e. under section 98(3)] is directed at determining not whether there is a causal relationship as a question of fact, but whether it merely "looks" or "appears" to be that way on a preliminary review or scan of the information before the Board. In this sense, the inquiry is like a preliminary assessment of the quality or robustness of the evidence likely to be heard and tested in the pending application.

41. The Board commented further on the analysis under subsection 98(3) in *SITEL Customer Care Inc.*, [2006] O.L.R.D. No. 2923:

45. That leaves the s.98(3) analysis. The difficulty here is that the factual disputes are numerous and significant. The Act provides little guidance about how to determine an "appearance" in circumstances such as this. In a recent decision, *K2 Electrical Contracting Ltd.*, [2006] O.L.R.D. No. 2342, the Board discussed the process it went through in applying s. 98(3):

Based on all the material before me it appears that the lay-off, suspension or discharge of Cardno was unrelated to the exercise of rights under the Act, and therefore section 98(3) precludes an order of reinstatement. In reaching this conclusion I have made a preliminary assessment of the likely evidence, based on the material before me, to determine how the explanation offered by the employer fits with the conduct alleged by the union and whether there appear to be any gaps in either

the conduct complained of or the explanation. This was the nature of the exercise engaged in at this stage by the Board Patrolman and in *UPS Supply Chain Solutions Inc.*, [2005] OLRB Rep. Sept./Oct. 904.

46. I agree with the Board's analysis in *K2 Electrical*. In some cases the results of the application may be clear. However, in difficult cases like this one, the Board's task is to carefully examine the material filed by the parties and the answers given by the declarants to questions asked by the Board or the parties at the hearing (which was a process the parties declined to engage in this case) and determine whether there are "gaps" or significant inconsistencies in the factual assertions advanced the parties. Or to put it another way, in these cases the Board must assess the two stories and ask whether it appears the conduct of the employer is (applying the Board's experience) the conduct of an employer which is engaged in a process free of anti-union animus.

42. The material submitted by the Union is clear and straightforward. A meeting was held with a Union organizer during which two of the declarants signed union membership cards. This meeting was reported to management of Allerion. The next day, these two employees were terminated/laid-off from the Shell Refinery Site notwithstanding other employees had been recently hired and work at the site was continuing.

43. Counsel for Allerion submitted that the termination/lay-off of these employees was solely due to legitimate business circumstances, lack of work, and was not related to any union activities. Neither Sullivan nor D'Arcy were banned for working for Allerion in the future.

44. Having reviewed the material filed by the employer and the answers to questions of the Board, there are several aspects about the employer's position which cause the Board concern.

45. First, the timing of the terminations/lay-offs is suspect. They occurred immediately following the meeting with the Union. Taylor advised that it was his practice on Thursdays to review the staffing requirements for the following week. When he viewed the requirements on Thursday, July 17, 2014, there is no suggestion that any steps were taken to adjust the staffing requirements for the week of July 21 notwithstanding he was aware that the Keele Street crew

was returning and that a crew would not be required on Tank #66. Yet if he reviewed the staffing requirements on Thursday, July 24, 2014, he did not implement the changes for the next week, but implemented those changes that day.

46. Second, there is a significant gap in the material filed by the employer. Eddy, a foreman, reported the Union meeting immediately to Kozera who then reported it to Taylor. No declaration was submitted by Eddy outlining the information that he reported. Taylor declared that he did not know Santavy's name until he reviewed the Application. However, on July 23, 2014, he advised the executives of Allerion that Santavy and a representative of the Carpenters Local had "met with the boys". The question remains unanswered. What did Eddy report about the meeting?

47. Third, on July 24, 2014, Allerion gave all Allerion and Express employees at the Shell Refinery Site the day off with pay. This decision was made by the executives of Allerion on July 23 and was a direct response to the Union organizing drive. The management of Allerion felt "sucker punched" and wanted things to "settle down". This suggests anti-union animus and the explanation that it was necessary because of a safety concern is suspect, particularly when employees had not previously been given a day off with pay due to a safety concern.

48. Having regard to the foregoing, the Board does not conclude that the termination/lay-off of Sullivan and D'Arcy "appears" to be unrelated to the exercise of rights under the Act.

49. Having regard to the foregoing, the Board orders the responding party to:

(a) reinstate Colin Sullivan and Ciaran D'Arcy immediately to employment on the same terms and conditions they enjoyed prior to July 24, 2014;

(b) post a copy of this decision at the Shell Refinery Site in a location where employees of Allerion and Express are likely to see it;

(c) keep a copy of this decision posted for not less than 45 days; and

(d) post a copy of the attached Notice to Employees, Appendix "A", at the Shell Refinery Site in a location where Allerion and Express employees are likely to see it and keep it posted for 45 days.

50. This Board remains seized on Board File No. 1213-14-IO but not with the other matters referred to herein.

"Robert W. Kitchen"
for the Board

Appendix "A"

The Labour Relations Act, 1995

NOTICE TO EMPLOYEES

Posted by order of the Ontario Labour Relations Board

We have posted this notice in compliance with a direction of the Board, issued after a proceeding in which both the company and the union had the opportunity to make submissions.

The Board has ordered Allerion Oilfield Services Inc. to reinstate Colin Sullivan and Ciaran D'Arcy ON AN INTERIM BASIS until the Board considers the reason for their termination/lay-off. A hearing before the Board will commence soon. A purpose of that hearing is to determine why Colin Sullivan and Ciaran D'Arcy were terminated/laid off.

If the Board ultimately determines that Colin Sullivan and Ciaran D'Arcy were terminated/laid off for reasons having nothing to do with their support for the union, the temporary reinstatement order will be revoked, and the company will no longer be required to employ them.

If the Board ultimately finds that their terminations/lay-offs occurred because they were union supporters, exercising rights under the *Labour Relations Act, 1995*, the Board may confirm their reinstatement, and direct that they be compensated for all earnings and benefits lost as a result of their termination/lay-off.

Employees in Ontario have these rights which are protected by law:

An employee has the right to join a trade union of his or her own choice and to participate in its lawful activities.

An employee has the right to oppose a trade union, or subject to the union security clause in the collective agreement with his or her employer, refuse to join a trade union.

An employee has the right to cast a secret ballot in favour of, or in opposition to, a trade union if the Ontario Labour Relations Board directs a representation vote.

An employee has the right not to be discriminated against or penalized by an employer or by a trade union because he or she is exercising rights under the *Labour Relations Act, 1995*, as amended.

An employee has the right not to be penalized because he or she participated in a proceeding under the *Labour Relations Act, 1995*, as amended.

An employee has the right to remain neutral, to refuse to sign documents opposing the union or to refuse to sign a union membership card.

It is unlawful for employees to be fired or in any way penalized for the exercise of these rights. If this happens, a complaint may be filed with the Ontario Labour Relations Board.

It is unlawful for anyone to use intimidation to compel someone else to become or refrain from becoming a member of a trade union, or to compel someone to refrain from exercising rights under the *Labour Relations Act, 1995*, as amended.

This is an official notice of the Board and must not be removed or defaced.

This notice must remain posted for 45 consecutive days.

DATED this 20th day of August, 2014.

ONTARIO LABOUR RELATIONS BOARD IMPORTANT NOTES

FRENCH OR ENGLISH

Si vous communiquez avec la Commission, vous avez le droit de recevoir des services en français et en anglais. Vous pouvez consulter les règles de la Commission, les formulaires et les bulletins d'information sur le site Web de la Commission au www.olrb.gov.on.ca ou composer le 416-326-7500 ou (sans frais) le 1 877 339-3335 pour de plus amples renseignements. Veuillez prendre note que la Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate with, and receive available services from, the Board in either English or French. You can access the Board's Rules, Forms and Information Bulletins from its website at www.olrb.gov.on.ca or by calling 416-326-7500. Please note that the Board does not provide translation services in languages other than English or French.

CHANGE OF ADDRESS

Please notify the Board immediately of any change in your address, phone or fax numbers, or your e-mail address. If you fail to notify the Board of any changes, correspondence sent to your last known address may be deemed to be reasonable notice to you and the application may proceed in your absence.

EMAIL

If you have provided an e-mail address with your contact information, the Board will in all likelihood communicate with you by e-mail from a generic out-going address. Please be advised that the Board is not yet equipped to receive communications from you by e-mail.

OLRB RULES OF PROCEDURE

The Board's Rules of Procedure describe how an application, response or intervention must be filed, what information must be provided and the time limits that apply. You can obtain a copy of the Rules from the Board's office at 505 University Avenue, 2nd Floor, Toronto, Ontario, M5G 2P1 (Tel: 416-326-7500) or from the Board's website.

ACCESSIBILITY and ACCOMMODATION

In accordance with the Accessibility for Ontarians with Disabilities Act, 2005, the Board makes every effort to ensure that its services are provided in a manner that respects the dignity and independence of persons with disabilities. Please tell the Board if you require any accommodation to meet your individual needs.

FREEDOM OF INFORMATION and PROTECTION OF PRIVACY

Personal information is collected on this form under the authority of the Board's governing legislation to assist in the processing of this application. In addition, information received in written or oral submissions may be used and disclosed for the proper administration of the Board's legislation and processes. The Freedom of Information and Protection of Privacy Act, R.S.O. 1990 F.31 governs the collection, use and disclosure of this information.

Any information that you provide to the Board that is relevant to this application must in the normal course be provided to the other parties to the proceeding.

HEARINGS and DECISIONS

Board hearings are open to the public unless the panel decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library, and over the internet at www.canlii.org, a free legal information data base. Some summaries and decisions may be found on the Board's website under Highlights and Recent Decisions of Interest.

APPENDIX A

CaleyWray, Labour/Employment Lawyers
65 Queen Street W, Suite 1600
Toronto ON M5H 2M5
Attention: Jesse B. Kugler
Counsel
Tel: 416-775-4677
Fax: 416-366-3293
Email: kuglerj@caleywrap.com; romanoc@caleywrap.com

CaleyWray, Labour/Employment Lawyers
65 Queen Street W, Suite 1600
Toronto ON M5H 2M5
Attention: Mr. Ken Stuebing
Counsel
Tel: 416-775-4683
Fax: 416-366-3293
Email: stuebingk@caleywrap.com; henrys@caleywrap.com

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers, Local 128
128 Business Park Drive
Sarnia ON N7W 0A3
Attention: Mr. Dalas Santavy
Shop Representative
Tel: 519-336-6051
Fax: 519-336-3252
Email: dsantavy@ibblocal128.org

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths,
Forgers and Helpers, Local 128
1035 Sutton Drive
Burlington ON L7L 5Z8
Attention: Mr. John Petronski
Business Manager
Tel: 905-315-1040
Fax: 905-332-9057
Email: jpetronski@ibblocal128.org

Norton Rose Fulbright Canada Llp
200 Bay Street
Royal Bank Plaza, South Tower, Suite 3800
P.O. Box 84
Toronto ON M5J 2Z4
Attention: Madeleine Loewenberg
Tel: 416-216-3932
Fax: 416-216-3930
Email: madeleine.loewenberg@nortonrosefulbright.com;

robert.mascahenas@nortonrosefulbright.com

Allerion Oilfield Services Inc.
496 Polymoore Drive
Corunna ON N0N 1G0
Attention: Mark Taylor
Tel: 519-862-4200
Fax: 519-862-5200