

Essential Services Backgrounder

ESSENTIAL SERVICES

In BC, “Essential Services” are defined in Section 72 of the *Labour Relations Code* (the *Code*) as “those facilities, productions and services that the [Labour Relations Board (the LRB)] considers necessary or essential to prevent immediate and serious danger to the health, safety or welfare of the residents of British Columbia.” In the event of a work stoppage, there is no unrestricted right to disrupt these services. The *Code* requires employers and unions to maintain certain services designated by the LRB as essential if union members take job action.

The formal process for securing Essential Services Designation Orders is described in Section 72 of the *Code*. CSSEA or CSSBA may apply to the LRB to investigate or the LRB may, on its own motion, investigate whether a “dispute” poses a threat to the health, safety or welfare of BC residents. Upon conclusion of the investigation, the Chair will then make a recommendation to the Minister of Labour. If satisfied that the dispute poses a threat, the Minister will direct the LRB to designate essential services. The parties are then tasked with identifying which community social services are essential, and at what level of services need to be provided during a strike or lockout in order to protect the health, safety, and welfare of British Columbians.

Although CSSEA and CSSBA have not yet applied for an Essential Services Designation Order, the parties have agreed to work proactively and prepare for essential services in the event of a work stoppage. This proactive approach provides employers with more time to determine essential services levels than if the Board takes control over the process, upon an application being filed. In the health sector, for example, essential services designation processes are well underway and the LRB has been recently adjudicating final levels in an expedited manner.

The designation of essential services for certain community social services allows for a “controlled strike” approach. Under this approach, the primary purpose of an essential services designation is to allow essential services to continue to be delivered during a strike or lockout while aiming to place maximum pressure on the negotiating parties to reach agreement (i.e., place as many bargaining unit staff out of work as possible while maximizing inconvenience to management).

GLOBAL ORDERS

Global Orders are standard terms issued by the LRB. They apply to all employers in the community social services sector. They establish the ground rules in the event of a work stoppage. The general or “global issues” that are addressed in Global Orders are:

- 1) Determine which services are essential
- 2) Minimum staffing levels (agreed to at an agency level)

- 3) Deployment of management and excluded staff (agreed to at an agency level)
- 4) Use of volunteers (agreed to at an agency level)
- 5) Employee scheduling
- 6) Performance of normal duties
- 7) Union scheduling office (“strike headquarters”) requirements

By way of background, CSSEA’s Global Order History:

- 1) 1999 Global Order was specific to CUPE certified agencies but all unions and employers were covered by this Order.
- 2) 2006 Global Order. This was a draft order but it was used by the sector to address the essentiality of group home and programs or parts of programs.
- 3) 2011 Global Order. CSSEA successfully argued at the LRB that the Global Order should be expanded from “The continued operation of group homes and programs or parts of programs” to also include “Transition Houses, Crisis Lines and Child Care.”

It should be noted that the LRB will change a Global Order only if there are distinct or compelling reasons to do so.

The last Global Order for the community social services sector was issued by the LRB in 2012. The Order defined essential services as group homes, transition houses, crisis lines, and child care. See Appendix A. Each agency with essential services has an Essential Services Designation Order which is specific to their agency and includes the Global Order and their agency specific information.

A review of the 2012 Global Order for the community social services sector uncovered that certain programs are not addressed in the Order, but were agreed to by the parties to be included as essential services in agency-specific designation orders. The CSSBA is open to discussing these programs again. Examples of these programs or parts of programs that will be considered are drop-in programs, shelter programs, food programs, guardianship programs, child welfare/protection programs, and children and family programs.

Specific Global Order Provisions

Minimum Staffing Levels

Agencies must determine what minimum staffing levels are required in order to prevent the immediate and serious danger to the health, safety, and welfare of persons served. This typically means that recreational activities for clients will be eliminated or curtailed during job action but that critical care supports would be continued. Establishing justifiable levels of essential services based on the clients’ requirements will assist in expediting agreements with the union and if necessary, persuading the LRB to order appropriate levels.

Please see Appendix B for the forms, which are attached to an agency’s Essential Services Designation Order, and Appendix C for the instructions for the forms.

Deployment of Management and Excluded Staff

Global Orders require employers to identify which management and excluded staff will be redeployed to perform bargaining unit work during the dispute.

In the event of a work stoppage, management and excluded staff should only perform work they are qualified and able to do and a reasonable amount of time for orientation and training has been provided. Typically, regular full-time management and excluded staff who normally work a 40 hour work week, will be required to work 60 hours per week, performing a combination of essential management and bargaining unit work. The apportionment of hours must be flexible to allow management to effectively respond to events as they may unfold during job action.

The issue of the applicability of the 60 hour work week to part-time management and excluded staff was discussed in *Health Employers Association of BC*, BCLRB No. B94/2012 (Appendix D). In that case, the LRB decided that the essential service work requirements for management and excluded staff should be based on the number of hours they were working prior to the commencement of the labour dispute. The LRB's expectation is that management and excluded staff will work 150% of their normal hours. Accordingly, the hours to be worked during a labour dispute by part-time management and excluded staff should be calculated based on the application of 150% to their normal hours per week (regular hours of work x 150% = total hours of work during job action).

The LRB in *Health Employers Association of BC*, BCLRB No. B94/2012 also provided guidance on what management information is to be provided to the Union. First, Employers are to produce a list of management and excluded staff and the areas where they will be deployed during a work stoppage. Second, employers do not need to share with the unions the schedule the management and excluded staff will be working during a work stoppage. Third, if bargaining unit employees are not scheduled to work at any time in a particular classification/work schedule, the Employer must indicate if the zero designated classification/work schedule is still essential ("zero essential"), meaning that the work must continue and is being done exclusively by management/excluded employees, or if it is non-essential ("zero non-essential"), and therefore no one is performing those duties (i.e., no bargaining unit staff and no management/excluded).

As many management and excluded staff are not trained and/or do not have the required qualifications to do some bargaining unit work, management and excluded staff will often be assigned to duties such as grocery shopping, housekeeping, laundry, or administrative work. Management and excluded staff who normally perform work at only one location could be deployed to perform work at another location.

If management or excluded staff have limitations (e.g., medical, religious, family obligations, compassionate care leave, etc.) that may impact their ability to work 150% of their normal hours, employers may need to consider an accommodation, supported by corroborating evidence. In the case of medical limitations, the employer should have the employee acquire a medical certificate that outlines the limitations. The certificate is not shared with the union as it is confidential personal information, but the general concerns can be shared. The certificate however should be available for review by CSSEA and if the essential services staffing cannot be agreed locally it will need to be produced for the LRB.

Use of Volunteers

Employers may not engage additional volunteers or assign additional duties to volunteers. Existing volunteers may continue to perform their normal volunteer work during their usual hours during strike action if they wish.

Employee Scheduling

Under the terms of the Global Order, the union is responsible for scheduling bargaining unit employees. The union must schedule employees in the manner described in Form B and if applicable, Form B-2 attached to the essential services designation order.

Performance of Normal Duties

The employer is entitled to continue to direct scheduled bargaining unit employees to perform any of the normal duties of their job. Job descriptions and client care plans determine what duties are to be performed during job action as essential services levels are determined based on these roles being performed. Also, the collective agreement continues to govern the terms of employment. Wages are to be paid at straight time. Overtime should not be approved, unless the employer has determined it is necessary.

Union Scheduling Office (“Strike Headquarters”)

As mentioned above, the union is responsible for scheduling bargaining unit employees. To fulfill this responsibility, the union is to be provided with a scheduling office, sometimes known as “strike headquarters”. Specific details on the location of scheduling office and equipment needed are often discussed between the parties when a work stoppage is imminent. Scheduling offices may be shared amongst employers in the same geographic area provided it is reasonable to do so and effective in enabling the union to fulfill its scheduling responsibility. The employer provides the office and equipment, and pays for associated costs. Should the probability of job action increase, CSSEA will communicate further with the membership about union scheduling offices.

LOCAL NEGOTIATIONS AND LRB MEDIATION/ADJUDICATION

The parties meet at the local level to negotiate essential services levels. The CSSBA has indicated that either designated essential services representatives or their usual provincial servicing representatives will be participating in local negotiations. It is also strongly recommended that local stewards attend local negotiations. Negotiations that occur locally with shop stewards present are most effective because of the local parties’ first-hand knowledge of the operations, the availability of alternate resources in the community and the requirements of the clients.

If an agreement is reached at the local level, the agreement should be sent to CSSEA for review to ensure that it meets the LRB’s requirements for an Order.

If at the local level the parties cannot reach an agreement, CSSEA will participate in discussions with the unions to determine if there are ways to resolve the outstanding issues. Employers must provide CSSEA with detailed information outlining the precise areas still in dispute. The information should include Forms A to D, notes from the local negotiations, and if applicable care plans.

If CSSEA and the unions cannot resolve the remaining issues, the dispute is referred to the LRB for mediation and/or adjudication. As there may be a large volume of outstanding issues, the LRB will follow a process suitable to resolving outstanding issues as expeditiously as possible. The LRB process typically

requires brief oral submissions without witnesses being called but in some circumstances, witnesses may be needed to give evidence. The employer will be required to produce their proposed Essential

Services Plan (Forms A to E) which would form the basis for any LRB Order. CSSEA will pay for the cost of these LRB mediation and/or adjudication services.

CSSEA & CSSBA AGREED TIMELINE

June 3	CSSEA communications to members on essential services planning and forms.
July 8	Deadline for members to complete Forms A to D and send to union(s) to trigger local discussions.
July 29	Deadline for members to advise CSSEA of impasse or agreement and send agreements to CSSEA.
August 11	Deadline for filing with the LRB all completed essential services agreements and the referral of all unresolved essential services disputes to the LRB.
Aug 15 to Sep 9	LRB decides the outcome of unresolved essential services applications.

APPENDICES

Appendix A	2012 Global Order
Appendix B	Forms A to E
Appendix C	Instructions for Forms A to E
Appendix D	Health Employers Association of BC, BCLRB No. B94/2012

BRITISH COLUMBIA
LABOUR RELATIONS BOARD

GLOBAL ORDER
CSSEA/UBA

Date

To Interested Parties:

Re [Employer Name] ("Employer") -and- Community Social Services Union Bargaining Association ("UBA") and its constituent member, [Union Name] (" ")
(Designation re Essential Services at [Employer Name])
(Section 72 - Case No.)

Pursuant to Section 72 of the *Labour Relations Code* (the "Code") the Board hereby designates those facilities and services that the Board considers necessary or essential to prevent immediate and serious danger to the health, safety or welfare of the residents of British Columbia. Those designations are made pursuant to Section 72, 73, 133(2), 134 and 139 of the Code.

1. The Labour Relations Board hereby designates the following facilities, productions and services as necessary or essential to prevent immediate and serious danger to the health, safety or welfare of the clients of the Employer:

(i) Facilities

the continued operation of group homes, transition houses, crisis lines, child care and programs or parts of programs.

(ii) Services

the maintenance of all the services and auxiliary departments necessary or essential for the continued provision of services to the group homes and programs or parts of programs specific in (i).

2. To ensure that the facilities and services designated as necessary or essential are supplied, provided or maintained by the parties in full measure, the Labour Relations Board makes the following Orders:

(i) (a) The Employer shall utilize the services of its management and excluded personnel who are qualified to the best extent possible. Management and excluded personnel shall work sixty hours total per week unless otherwise agreed by the parties locally or otherwise

ordered by the Board on application. The Employer shall, if requested by the Unions, or the affected Union, record the daily number of hours and locations worked by each manager and excluded employee and forward a written record of the hours and locations worked to the Unions every three days.

(b) The Employer shall, not hire replacement employees, engage additional volunteers, or assign additional duties to volunteers. The Employer shall provide the Unions with a list of names of all volunteers who are expected to perform volunteer duties during the dispute, and where they usually perform their volunteer duties. The Employer shall, if requested by the Unions, or the affected Union, record the daily number of hours and locations worked by each volunteer and forward a written record of the hours and locations worked to the Unions every three days.

(ii) (a) Each Union shall schedule its members to work in accordance with the Essential Service Designations in the Designation Schedule(s). The Unions shall provide the necessary information to the Employer for the preparation of payroll and, if possible, shall provide the schedule in advance. Where a shift is designated in the Schedule(s), that shift shall not be split between employees unless otherwise agreed to by the parties. Members of the Unions scheduled to work as directed by this Order shall be the only members of the Unions who work.

(b) The Employer shall direct those scheduled employees to perform the duties of their employment that it determines to be necessary or essential to comply with this Order.

(c) Each Union shall instruct its members to perform the work as directed by the Employer in (b) above.

(d) Every employee shall perform the duties of his employment as directed by the Employer in (b) above.

(e) Schedules, directions and instructions, in (a), (b) and (c) above shall be governed by the terms and conditions of employment in force at the date of this Order, except as altered by this Order.

(iii) (a) The Unions are ordered to provide unrestricted access and egress for those persons covered by this Order, ambulance drivers, vehicles delivering blood, oxygen and food, and any other person or delivery required for the continued operation of the facilities and services designated by this Order.

(b) The Unions may collectively select one person to be present to observe the loading or unloading of any delivery vehicle randomly selected once per day at the loading/unloading point at the facility. The observer shall not interfere with, or impede the loading or unloading process and shall not turn back any delivery. Observers may record their observations and if any activity contrary to this Order is observed, the Unions may apply to the Board for relief.

3. The Board retains jurisdiction to monitor the operation of the facilities and services of the Employer during the dispute, and to make such change to the Order, as may be necessary for the continued supply, provision or maintenance of the facilities, productions and services which are necessary or essential to prevent immediate or serious danger to health, safety or welfare of the patients/residents/clients of the Employer.

4. The Employer in participation with other affected Employers, will make mutually agreed upon facilities available as regional headquarters for the Unions.
5. Where practical, the Employer will make every effort to make use of disposable products.
6. Employees will be available in the event of any emergency or disaster situation. In the event of a dispute between the Employer and the Unions as to whether an emergency or disaster situation exists, the employees will perform the work in questions. If such a dispute arises the Employer shall provide the Unions documentation and/or information in a reasonable period of time.

This Order reflects the current determination of the Board. The above designations may be increased by agreement of the parties or revised by successful application to the Board by the Employer or the Unions.

LABOUR RELATIONS BOARD

Interested Parties

1. Community Social Services Employers' Association

FORM A - EMPLOYER BACKGROUND INFORMATION

Employer legal name:
Union(s):
Service division:

Employer's Worksite(s)		
Worksite Name	Address	Essential (Yes or No)

**This page must be initialed by both the Employer and Union representatives*

Employer initials _____ Union(s) initials _____

Dated _____

FORM B - BARGAINING UNIT STAFFING

Employer legal name:	
Worksite name:	
Union:	
Type of program:	
Number of clients served:	
Brief description of clients:	

NORMAL Bargaining Unit Staffing							
Classification	Work Schedule	Shift Start/ End Times	Hours per Day (a)	Days per Week (b)	Number of Employees per Shift (c)	Total Hours per Week (a x b x c)	Notes

ESSENTIAL Bargaining Unit Staffing							
Classification	Work Schedule	Shift Start/ End Times	Hours per Day (a)	Days per Week (b)	Number of Employees per Shift (c)	Total Hours per Week (a x b x c)	Notes

**This page must be initialed by both the Employer and Union representatives*

Employer initials _____ Union initials _____

Dated _____

FORM B-2 - SUPPORTED LIVING ONLY

CLIENT VISIT REPORT

Employer legal name:	
Union:	

NORMAL Visits				
Client ID	Geographic Area	Supported Living Worker	Care Hours	Notes

ESSENTIAL Visits				
Client ID	Geographic Area	Supported Living Worker	Care Hours	Notes

**This page must be initialed by both the Employer and Union representatives*

Employer initials _____ Union initials _____

Dated _____

FORM C - MANAGEMENT AND EXCLUDED AREAS OF WORK

Employer legal name: _____

Name	Position Title	Worksites	Notes

**This page must be initialed by both the Employer and Union representatives*

Employer initials _____ Union(s) initials _____

Dated _____

FORM D - VOLUNTEERS

Employer legal name:	
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Name	Worksites	Notes

**This page must be initialed by both the Employer and Union representatives*

Employer initials _____ Union(s) initials _____

Dated _____

FORM E - SIGNATURE LOG

Employer legal name:	
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EMPLOYER		UNION	
		Union:	
Name:		Name:	
Title:		Title:	
Full signature:		Full signature:	
Initials:		Initials:	
Dated:			

EMPLOYER		UNION	
		Union:	
Name:		Name:	
Title:		Title:	
Full signature:		Full signature:	
Initials:		Initials:	
Dated:			

EMPLOYER		UNION	
		Union:	
Name:		Name:	
Title:		Title:	
Full signature:		Full signature:	
Initials:		Initials:	
Dated:			

EMPLOYER		UNION	
		Union:	
Name:		Name:	
Title:		Title:	
Full signature:		Full signature:	
Initials:		Initials:	
Dated:			

APPENDIX C: Instructions for Forms A to E

FORM A - Employer Background Information

Employer legal name - Full legal name of the organization.

Union - The union or unions certified to represent employees at the Employer.

Service division - Service division your organization is in: Community Living Services, General Services, or Indigenous Services.

Employer's Worksite(s) - List the names of each worksite and their street address covered by your organization's Labour Relations Board certification. Employer to also indicate whether the program at the each worksite is essential.

If more space is required, please include information on a separate sheet(s).

Reminder: Form A must be initialed by both the Employer and Union representatives and dated.

FORM B - Bargaining Unit Staffing

One Form B should be completed for each worksite where essential services are going to be designated.

Note: Staffing for supported living is completed on Form B-2.

Employer legal name - Full legal name of the organization. Matches the name on Form A.

Worksite name - Matches the name on Form A under Employer's Worksite(s).

Union - The union certified to represent employees at the worksite.

Type of program - Indicate the type of program; for example, group home (residential), transition home, crisis line, child care, drop-in program, shelter program, food program, guardianship program, child welfare/protection program, children and family program, etc. Remember supported living is completed on Form B-2.

Number of clients served - No explanation needed.

Brief description of clients - Describe the client population served; for example, aggressive behaviours, high medical needs, sight/hearing impairments, brain injury, dementia, mental health issues, severe allergies, etc.

Normal Bargaining Unit Staffing

List the agency's normal staffing schedule for bargaining unit employees, including any lines that are vacant but should be filled.

Classification - As found in Appendix A - JJEP Wage Grid or Paraprofessional Wage Grid of the collective agreements.

Identify all of the shift schedules that employees work within each classification. Then, for each shift schedule, complete the following:

- 1) **Work Schedule** - Specify the days of work; for example, Monday to Friday.
- 2) **Shift Start/End Times** - For example, 9 am/4 pm.
- 3) **Hours per Day (a)** - For example, 7 hours (using shift start/end times of 9 am to 4 pm).
- 4) **Days per Week (b)** - For example, 5 days (using work schedule of Monday to Friday).
- 5) **Number of Employees per Shift (c)** - No explanation needed.
- 6) **Total Hours per Week (a x b x c)** - No explanation needed.
- 7) **Notes** - If applicable add anything specific or unique about the work schedule.

Essential Bargaining Unit Staffing

Include the essential hours the Employer determines are required for bargaining unit employees only, taking into account the factors listed next. The essential staffing level must reflect the staffing necessary to prevent any threat to the health, safety, or welfare of the clients.

Prior to completing essential bargaining unit staffing, take into account the following factors:

- a) Determine what services that can be eliminated or curtailed and the services that the clients will need during a work stoppage.
- b) Identify clients that require specific staffing levels; for example, one to one care or 24 hour care.
- c) Consider duties and responsibilities that must be performed, or that can be curtailed or discontinued, during a work stoppage.
- d) Maintain legal and licensing requirements.
- e) Understand the relationship between staffing levels in related programs; for example, the need to increase staffing levels in group home settings if community inclusion programs are curtailed/closed.
- f) Compile a list of management and excluded personnel along with their qualifications, skills, and abilities and if applicable, their limitations.
- g) Prepare work schedules and assign worksites for management and excluded personnel separately so that you understand the impact on the essential services staffing levels of bargaining unit employees. Management's obligation is to work 150% of their regular schedule (to a maximum of

60 hours per week) but needs the flexibility to perform both assigned bargaining unit work and their own essential management duties during a work stoppage. Note that essential bargaining unit staffing in the Form B does not include management hours and the Form B schedules will appear to have gaps based in part on the deployment of management to bargaining unit work. Management schedules are not to be attached and should not be provided to the union.

Completing essential bargaining unit staffing:

Classification - As found in Appendix A - JJEP Wage Grid or Paraprofessional Wage Grid of the collective agreements.

Identify all of the essential shift schedules that employees work within each classification. Then, for each shift schedule, complete the following:

- 1) **Work Schedule** - Specify the days the classification works; for example, Monday to Friday.
- 2) **Shift Start/End Times** - For example, 9 am/4pm or 9 am/3 pm. Essential schedules will either reflect the normal schedule (no change in hours) or a changed schedule (reduced hours). It is important to note the start and stop times or days of work of the essential bargaining unit staff especially if you are reducing the service hours per day or week.
- 3) **Hours per Day (a)** - For example, 7 or 6 hours using shift start/end times of 9 am to 4 pm or 9 am to 3 pm.
- 4) **Days per Week (b)** - For example, 5 days using work schedule of Monday to Friday
- 5) **Number of Employees per Shift (c)** - No explanation needed.
- 6) **Total Hours per Week (a x b x c)** - No explanation needed.
- 7) **Notes** - If applicable indicate if the work is not essential and being discontinued during job action or if continued, bargaining unit employee deployment is at zero because management will be deployed to the work. If bargaining unit staffing is reduced to **zero hours and no one** (no bargaining unit staff or management) is working a specific schedule, please indicate in the notes column “**zero non-essential**”. If bargaining unit staffing is reduced to **zero hours and management** (management only; no bargaining unit staff) is working, please indicate in the notes column “**zero essential**”. This designation will allow the Labour Relations Board to better understand what services are being discontinued during job action.

Reminder: Each Form B must be initialed by both the Employer and Union representatives and dated.

FORM B-2 – Supported Living

Complete only for supported living programs.

Employer legal name - Full legal name of the organization. Matches the name on Form A.

Union – The union certified to represent employees in supported living.

Normal Visits

Include the normal number of hours for each client for which supported living services are needed.

Client ID - Number each client for your records. For confidentiality reasons do not list the client name on the form.

Geographic Area - State the geographical area of the client.

Support Living Worker - If applicable list the client's specific supported living worker.

Care - State the number of visits/hours per week for each client.

Notes - Describe the care for each client. For example, assisting with medical appointments and planning; supporting with meal planning; learning how to cook; assisting with budgeting, personal banking, and other financial issues; supporting with BC Housing and/or landlord and building requirements; and offering community-based programs to enhance quality of life and social interaction, such as community cooking classes and community coffee groups.

Also, indicate any client specific instructions such as allergies, hearing impairments, sight impairments, laundry days, special instructions on entering the home (e.g., by the back door, key in mailbox).

Essential Visits

Include the essential number of hours for each client for which support living services are needed.

Client ID - Number each client for your records. For confidentiality reasons do not list the client name on the form. Matches the number in the Normal Visits section.

Geographic Area - State the geographical area of the client.

Support Living Worker - If applicable list the client's specific supported living worker.

Care - State the number of visits/hours per week for each client.

Notes - Describe the care for each client. For example, assisting with medical appointments and planning; supporting with meal planning; learning how to cook; assisting with budgeting, personal banking, and other financial issues; supporting with BC Housing and/or landlord and building requirements; and offering community-based programs to enhance quality of life and social interaction, such as community cooking classes and community coffee groups.

Also, indicate any client specific instructions such as allergies, hearing impairments, sight impairments, laundry days, special instructions on entering the home (e.g., by the back door, key in mailbox).

Reminder: Form B-2 must be initialed by both the Employer and Union representatives and dated.

FORM C - Management and Excluded Areas of Work

The Labour Relations Board requires a list of managers and excluded employees, and the areas where these people will be deployed to perform bargaining unit work during a work stoppage. If your organization has non-union programs, please do not list managers or the non-union bargaining unit equivalent employees who work in these non-union programs. Please however list the management and excluded staff who work in the administrative office and/or oversee the unionized programs.

Under the case law, management must dedicate a certain number of hours to bargaining unit essential services work. Management's obligation is to work 150% of their regular schedule (to a maximum of 60 hours per week) in the event of a work stoppage performing both bargaining unit work and their own essential management/excluded duties.

Remember: Management/excluded schedules are not to be attached and should not be provided to the union.

Employer legal name - Full legal name of the organization. Matches the name on Form A.

Name - List the names of all management and excluded staff to be deployed during essential services regardless of how much bargaining unit work they will perform.

Position Title - List their current position.

Worksites - List the areas of work in which they are to be deployed during the provision of essential services. Worksite names should match those listed on Form A under Employer's Worksite(s).

Notes - Identify who are the strike coordinator(s). CSSEA recommends at least one. Also if a manager or an excluded employee has a limitation (e.g., medical, religious, family obligations, compassionate care leave, etc.) please also indicate what they are in this section.

Reminder: Form C must be initialed by both the Employer and Union representatives and dated.

FORM D - Volunteers

Volunteers have the option to cross a picket line and continue to provide service. The Labour Relations Board requires a list of these volunteers. Volunteers will continue their usual hours performing their usual duties and responsibilities. Their hours cannot be increased and they cannot perform bargaining unit work. Board members whose normal role is governance are not listed. Board members are prohibited from volunteering if their normal role is governance.

Employer legal name - Full legal name of the organization. Matches the name on Form A.

Name - List the names of volunteers who will continue to provide service during a work stoppage.

Worksites - List the areas of work in which they will be volunteering during the provision of essential services. Worksite names should match those listed on Form A under Employer's Worksite(s).

Notes - Describe the service they would normally provide.

Reminder: Form D must be initialed by both the Employer and Union representatives and dated.

FORM E - Signature Log

A separate signature page that shows who from the employer and union(s) are authorized to sign the essential services plan.

For employers with one union, one signature box is completed.

For employers with more than one union, one signature box is completed per union.

Remember: Forms A to E are incorporated into the Essential Services Order issued by the Labour Relations Board and can only be amended or altered by agreement with the union(s) or as ordered by the Labour Relations Board.

BRITISH COLUMBIA LABOUR RELATIONS BOARD

HEALTH EMPLOYERS ASSOCIATION OF BRITISH COLUMBIA

("HEABC")

-and-

HEALTH SCIENCE PROFESSIONALS BARGAINING ASSOCIATION

("HSA")

-and-

HEALTH SERVICES AND SUPPORT -
COMMUNITIES SUBSECTOR BARGAINING ASSOCIATION

("CBA")

-and-

HEALTH SERVICES AND SUPPORT -
FACILITIES SUBSECTOR BARGAINING ASSOCIATION

("FBA")

-and-

NURSES BARGAINING ASSOCIATION

("NBA")

PANEL: Michael Fleming, Associate Chair,
Adjudication

APPEARANCES: Alan Francis, for HEABC
G.J. Mullaly, for HSA
Kenneth R. Curry, for CBA
Kathy Jessome, for FBA
Peter Eastwood, for NBA

CASE NO.: 63150

DATE OF HEARING: April 30, 2012

DATE OF DECISION: May 3, 2012

DECISION OF THE BOARD

I. NATURE OF APPLICATION

1 This matter arises under Section 72(5) of the *Labour Relations Code* (the
“Code”). It involves a number of issues that have arisen between the parties in relation
to the designation of essential service levels in the health sector.

2 The parties provided written submissions which were supplemented by oral
submissions at the hearing.

3 I am satisfied the matters in issue between the parties require an expeditious
answer and accordingly the parties' arguments are only set out in summary form and
the reasons that follows are as brief as possible.

II. BACKGROUND

4 In the fall of 2011, the parties, with the Board's assistance, established a co-
ordinating committee (the “Committee”) made up of representatives of all the parties
and the Board. The purpose of the Committee was to allow the parties an opportunity
to discuss and have input into the resolution of issues relating to the designation of
essential services in the health sector. To that end, the Committee met a number of
times and the parties were able to address and resolve some issues.

5 On February 6, 2012, the Minister of Labour, Citizens' Services and Open
Government directed the Board to designate essential services in the health sector.

6 Following further discussions in the Committee, on March 20, 2012, the Board
implemented a dispute resolution process with respect to issues relating to the
designation of essential services in the health sector.

7 There were a number of areas of general agreement established through the
discussions in the Committee. Several points worth noting are that the 2004 essential
services plans are to be used as the starting point for essential services designations,
and where parties are unable to resolve issues at the local level, the basis of the
essential services orders would be the mediator's report.

8 The dispute resolution process put in place through the March 20, 2012 letter is
as follows:

1. Policy Issues

If an issue cannot be resolved by mediation, and if the mediator finds it to be appropriate,
the mediator will provide a report and/or recommendations (the "Report") for a resolution of the
issue.

If a party does not accept the Report, the matter will be referred to the Board's Adjudication
Division for resolution. In that regard, pursuant to Sections 72 and 126, the Board has the authority
to determine how each individual case is to be dealt with. However, as a general practice, the
following process will apply:

- (i) The process will be as expeditious as possible.
- (ii) Parties will provide brief written submissions describing the issue, setting out their
respective views of it, and an appropriate resolution to it.
- (iii) Wherever possible, the parties will provide an agreed statement of fact.
- (iv) The Board may decide the issue on the basis of written submissions.
- (v) If the Board decides a hearing is necessary, it will generally be conducted by way of
oral submissions supplementing the parties' written submissions.
- (vi) *Viva voce* evidence through witnesses will be minimized and only used where the
Board is persuaded it is critical to do so.
- (vii) The process will be as informal as possible. To that end, the adjudicator may utilize a
combination of mediation and adjudication and may meet with the parties either
together or separately, as the adjudicator deems appropriate.
- (viii) Wherever possible, the Board will provide an expeditious answer with brief reasons.

2. Specific Essential Service Level Designations (Section 72(4))

- (i) The process will be as expeditious as possible.
- (ii) If an issue cannot be resolved through mediation, the mediator shall issue a report under Section 72(4) of the Code. The report shall form the basis of the order.
- (iii) If a party concludes a variance to an order is necessary, the parties must first attempt to resolve the matter prior to an application to the Board for a variance being made.
- (iv) If the matter cannot be resolved and a request for variance is filed with the Board, the Board shall make every effort to set down a conference call within four hours of the receipt by the Board of the variance request. The parties shall designate a regional representative to participate in any such conference calls.
- (v) Where the Board is persuaded it is appropriate to do so, it may give the parties an opportunity to provide submissions by way of an expedited informal hearing.
- (vi) The applicant will bear the onus of persuading the Board there is a sufficiently compelling basis for the order to be varied.
- (vii) The Board shall issue an oral decision and amend the order as appropriate or necessary. In general, no reasons will be provided for that decision.

9 By letter dated April 24, 2012, I expressed my view to the parties that a number of issues had been identified through the Committee as creating impediments to the designation of essential services and that an adjudicated answer was necessary. As noted, the parties were given an opportunity to provide written submissions providing their respective positions regarding those issues. Those submissions were supplemented by oral submissions at the hearing.

III. ISSUES AND DECISION

10 This decision is intended to provide sufficient clarity to break the "log jam" that has arisen and allow the parties to move forward with the essential services designation process.

11 All parties agree this determination should be guided by the application of first principles established by the Board in the context of essential services in the health sector. All parties accept that any changes to be made to the Standard Global Order require the Board to be satisfied there is a compelling basis to do so.

12 In *Health Employers Association of British Columbia on behalf of Kiwanis Village Care Centre, et al.*, BCLRB No. B142/2004, the Board characterized the two parts of an essential services order in health care in the following way:

The global order sets out the operational framework for the implementation of essential service levels. The global order provisions have evolved over time to the extent that in 2001 and 2004 there have been no revisions to those provisions.

The provisions of the global order must be set first. The provisions set out what services are to be maintained, how many beds are to remain operational, criteria for the assignment of work, an obligation for management and excluded personnel to be utilized to the best extent possible (normally working 60 hours per week), an obligation on the Unions to schedule their members, a mutually agreed upon headquarters for the Unions' use, and other general provisions. All these global provisions must be established first in order to set a framework for the second part of an essential service order.

The second part of the order sets out the Schedules for the work to be performed by the Unions' members in order to meet the essential service requirements. The Unions' schedules cannot be completed in isolation from one another. The parties consider what services need to be provided and where management and excluded personnel are to be deployed to perform bargaining unit work. (paras. 13-15)

13 Under Section 72 of the Code, the Board designates essential services and the manner in which services are to be provided with a view to maximizing economic pressure on both sides while protecting the health, safety and welfare of the public: *Beacon Hill Lodge*, BCLRB No. 2/86. The strike/lockout is "controlled" through the essential services designation process.

14 The specific matters in issue requiring an adjudicated answer are set out below.

1. The Meaning of "Zero" and the Deployment of Excluded Managers

15 This issue relates to the nature of the information the Employer should be required to include on the Form 2(a) of the essential services plan. More specifically, whether the Employer should be obliged to note "non-essential" or "closed" in the comment section regardless of whether there is a "zero" bargaining unit deployment.

16 A second related issue is the specificity of the information to be provided by the Employer with respect to the position, services, or facilities into which the Employer intends to deploy excluded personnel and the level of deployment.

17 The Unions submit that if managers are simply able to deploy themselves into non-essential areas, that detracts from the Unions' ability to manage a job action and would make it virtually impossible for the Unions to schedule in essential areas.

18 The Unions say a "zero" on the Form 2(a) can mean two things. First, that the position, service or facility has been agreed to be non-essential and there is no

essential bargaining unit staffing required. Second, it could also mean the position, service or facility has been agreed to be essential but the essential services levels are to be provided by excluded staff and therefore no bargaining unit employees will be required.

19 The Unions say that requiring the Employer to indicate whether the unit is closed or non-essential simply ensures clarity and does not impinge on the Employers' flexibility in deploying excluded managers.

20 The Unions submit that the flexibility accorded to the Employer to ensure essential services are provided during a labour dispute relates to the Employer's ability to organize managers and excluded personnel, determine who is qualified, ensure sufficient orientation is provided and to deploy into areas where the excluded staff are best utilized.

21 The Unions say the Employer's position on this issue means the effectiveness of the Unions' job action will be undermined. The Unions say they need to know what work is essential, the manner in which it is to be performed and where it will be performed by excluded personnel or bargaining unit employees in order for the process to work properly.

22 The Unions say they schedule bargaining unit employees and therefore need to know where managers are going to be deployed and their hours to be worked, in order to properly schedule.

23 HEABC says that if the Forms 1(a), 2(a) and 3(a) are read together, there should be enough information for the Unions to know the staffing required for a unit. Discussions about the specifics should be left to local negotiations.

24 HEABC submits that if the unit is not shown as closed but bargaining unit staffing is indicated to be zero on the form, the logical inference is the unit will be staffed entirely by excluded personnel. If it is shown as closed, it will not be staffed at all.

25 HEABC argues that the Employer has a duty to ensure essential services are provided and in order to do so, requires flexibility in the deployment of excluded staff. That may mean the number of excluded staff and their hours worked in a unit may fluctuate. Consequently, and reflecting that reality, the Employer should not be required to precisely express the deployment on Form 2(a).

26 HEABC opposes being required to provide information that would constitute a management schedule. HEABC says the Board has always refused to require the Employer to provide such a schedule.

27 Turning to the first issue, I am satisfied the information sought by the Unions regarding whether a unit is "closed" or "non-essential" would provide additional clarity and would not impinge on the Employer's flexibility in determining the manner in which excluded personnel are to be deployed. Accordingly, the following information is to be provided by the Employer.

28 If a unit is to be closed, that closure should be noted in the comments section on
Form 2(a). If the unit is not intended to be operated, and no excluded or bargaining unit
employees will work in it, the word "non-essential" should be indicated.

29 Where a unit is essential but will be staffed only by excluded personnel, the unit
should be shown on Form 2(a) as essential.

30 In addition, in local discussions the Employer should communicate (but not on
the Form 2(a)), the number of hours it is anticipated that excluded personnel will work in
that unit during the week. This will, of course, be subject to the Employer's need for
flexibility in deployment.

31 Turning to the second aspect of this issue, as the Board has noted in previous
health sector essential services decisions, while both the Employer and the Unions are
responsible to ensure the provision of essential services during a labour dispute, the
Employer requires flexibility in its ability to deploy excluded staff in order to ensure
essential services are provided. That requires the ability to move and deploy managers
based on an assessment of how essential services are to best be ensured.

32 The Board's reluctance to require an Employer to provide schedules for excluded
staff is a reflection of that consideration. However, the Board has also recognized the
legitimate interest in unions having sufficient information to be able to determine if
excluded staff are being used to the best extent possible. I also accept that there
should be a sufficient level of detail for the Unions to be able to properly assess the
requested essential service levels for bargaining unit employees.

33 The Board has been prepared to not require a management schedule, based at
least in part, on the Employer's ability or willingness to provide sufficient information to
the Unions. The type of information typically required is reflected in *Health Employers
Association of B.C.*, BCLRB No. B73/96 ("B73/96").

34 Having considered the parties' positions, I am satisfied the following information
is to be provided by the Employer.

35 The Form 3(a) will provide the name of the non-contract staff to be deployed,
their current position and the area of work in which they are to be deployed during the
provision of essential services. Information of the same nature and specificity as that
found in the 2004 plans should be provided by the Employer. For example, specifics
such as dietary, laundry, nursing, housekeeping, payroll, etc., should be provided.
Form 3(a) will also identify the site to which the individual is to be deployed.

36 As in previous rounds of bargaining the Employer will communicate the positions,
services and facilities into which excluded personnel are intended to be deployed and
the level at which that deployment is proposed to occur: see, for example, B73/96.

2. New Admissions

37 This issue relates to whether new admissions should be permitted into residential
care once a job action has begun.

38 The Unions submit that new admissions to residential care should be restricted to
those patients already in an acute bed. The Unions argue that there have been
considerable changes in health care delivery since the Standard Global Order was first
issued, including a significant expansion of 24 hour home support.

39 In the alternative, the Unions say admissions should not be permitted during the
first four days of a job action with several exceptions. Those exceptions relate to
circumstances where an individual in the community is eligible for admission and there
is availability in a residential care facility and that person has a level of acuity that would
otherwise require admission to an acute facility.

40 The Unions assert that the Employer currently often does not have new
admissions during weekends and long weekends and the Unions say they simply seek
to have that practice reflected in the Global Order.

41 HEABC submits the Board's approach in this area is well established. New
admissions to residential care are not subject to any restriction after job action has
commenced: *Health Employers Association of British Columbia*, BCLRB No. B70/97
("B70/97"); *Community Social Services Employers' Association*, BCLRB No. B78/99
("B78/99").

42 HEABC says the profile of residential care has changed substantially since 1994.
While there is increased home care, there is also increased acuity in patients and
residents. Now, only complex care cases are placed in residential care facilities.
HEABC submits the restriction on admissions sought by the Unions does not reflect that
general increased acuity in individuals requiring placement in residential care.

43 HEABC submits that the Unions' alternative position, if accepted, would result in
more disputes at the local level regarding whether a specific individual's circumstances
meet the proposed threshold for admission.

44 A basic feature of the essential services, controlled strike model is that the health
and safety of patients or residents is not to be jeopardized during a labour dispute.
Access to health services will not be restricted, where to do so, would raise serious
concerns in that regard. The Board's well established approach, which is reflected in
the Standard Global Order, is that new admissions will not be restricted in the health
sector during a labour dispute.

45 I am satisfied that the Board's reasoning in a number of cases regarding the
Board's approach to new admissions during a labour dispute, as illustrated in B70/97
and B78/99, continues to apply today. While I appreciate the attempt by the Unions to
address the Board's longstanding concern in this regard through the alternative position

advanced, I am not satisfied there is a compelling basis to depart from the longstanding practice and approach regarding new admissions.

46 Accordingly, I decline to amend the Standard Global Order as sought by the
Unions.

3. Deployment of Managers

47 The first element of this issue involves the appropriate balance between essential
services and administrative functions of managers in the context of the expected 60
hours of work to be performed each week during a labour dispute.

48 The second issue relates to the number of hours to be worked each week by part
time managers.

a) The Appropriate Balance Between Essential Services and Administrative Duties

49 The Unions submit the appropriate balance should be struck at the local level
based on the practical realities of a particular position. Some excluded staff may work
up to almost 60 hours each week while some may work less. The range to be worked
should generally be expected to between a low of 40 hours per week and 60 hours per
week.

50 The Unions say the full 60 hour per week figure for bargaining unit essential
services would be appropriate where, for example, a unit is closed. In that situation
there would be no administrative duties for an excluded manager to perform.

51 HEABC argues there should not be any fixed or even proximate required balance
of the sort proposed by the Unions. HEABC says the Board's policy is to require
Employers to utilize qualified managers to the best extent possible up to 60 hours per
week.

52 HEABC says that, in the past, the Board has rejected attempts by unions to have
a specific or precise allocation as between essential and administrative hours worked by
excluded managers: *Continuing Care Employee Relations Association*, IRC No.
C233/92.

53 HEABC submits that the Board has consistently rejected a requirement that the
Employer provide management deployment schedules. The Employer is best situated
to strike the appropriate balance as part of the flexibility the Employer is accorded in
order to ensure essential services are provided.

54 The Board has consistently recognized the Employer's need for flexibility in order
to ensure essential services are provided during a labour dispute. There is no real
issue that the exercise of the Employer's discretion to deploy will depend on local
circumstances such as the nature of the facility, the duties of the position and the area
of work. That assumes the Employer will exercise its flexibility to achieve the objective
of ensuring essential services is met and not to further a collective bargaining objective.

55 In my view, within that context, there are simply too many variables to make any kind of formula, of the kind advocated by the Unions, workable or appropriate. The Unions are of course entitled to regular reports from the Employer that will allow them to assess if excluded personnel are in fact being used to the best extent possible within the expected 60 hours each week.

b) Part Time Managers

56 The Unions submit that the Board's expectation is that managers will work 60 hours per week during a labour dispute. That expectation is integral to the viability of the controlled strike. The Unions say that, in furtherance of the balance to be struck in terms of maximizing the pressure on both sides while ensuring essential services are provided, all managers should be expected to work the 60 hours, regardless of whether they may have worked part time before the labour dispute.

57 HEABC submits that the 60 hour week assumes that the usual 40 hour week will be extended by 20 hours in order to maximize pressure on the Employer. That reflects the expectation that managers are to work 150% of their normal or usual hours.

58 HEABC says that in *Mainroad Howe Sound Contracting*, BCLRB No. B186/2007, the Board commented that the Board's practice is to pro-rate the essential service hours required to be worked by excluded managers.

59 I am satisfied the essential services work requirements for excluded managers should be based on the number of hours they were working prior to the commencement of the labour dispute. I accept the normal expectation is that managers will work 150% of their normal hours. Accordingly, the hours to be worked during a labour dispute by part time managers should be pro-rated based on the application of that figure to their normal hours per week.

4. Scheduling (Strike) Headquarters

60 This issue relates to the equipment and facilities to be made available to the Unions in order to ensure the effective functioning of essential services scheduling which the Unions perform during the labour dispute.

61 The Unions say the Global Order requires the Employer to make mutually agreed upon facilities available as a headquarters for the Unions: B73/96.

62 The Unions submit that contemplates the parties having good faith discussions at the local level. The Unions say there are a number of examples to date where that is not occurring and they ask to have a clear direction provided by the Board that the Employer is obliged to make good faith efforts to reach agreements with the Unions and cannot unilaterally decide what the arrangements regarding the facilities and equipment will be.

63 The Unions say there is no “one size fits all” formula with respect to the type of facilities and equipment necessary for the effective functioning of essential services scheduling.

64 The Unions suggest that it would be useful for the Board to ensure that a dispute resolution process is in place in the event agreement cannot be reached on this issue at the local level.

65 HEABC submits that the obligation for scheduling headquarters arises under the Global Order and is not part of the essential services plan. The completion and signing off of the plan at the local level is separate from the issue of headquarters. Levels can and should be agreed to and any issues relating to headquarters referred to a dispute resolution process.

66 HEABC says the Employer is not obligated to provide facilities or equipment for the purpose of the Union being able to manage its strike. The Employer’s obligation is to provide adequate, as opposed to ideal, facilities and equipment: *Health Employers Association of British Columbia on behalf of City Centre Care Society (Central City Lodge)*, BCLRB No. B212/2001.

67 HEABC says the Unions are to share equally in the cost of trailer rental and connecting electricity/phone services and should pay for ongoing costs relating to both: *British Columbia Rehabilitation Society*, BCLRB No. B56/93.

68 The essential services designation process puts unusual responsibilities on the Unions. In that regard, the Unions are required to schedule employees and to ensure appropriate responses to emergencies.

69 The Unions are obliged to fulfil functions usually performed by managers. The Unions also have an interest in ensuring that bargaining unit employees are scheduled in accordance or compliance with the Order.

70 The Board, for good reason, is generally reluctant to become embroiled in the minutiae of headquarter details: *Health Employers Association of British Columbia on behalf of the Kitimat & Area Health Council*, BCLRB No. B164/2001.

71 Given the Unions are performing the scheduling functions usually done by managers, albeit in a reduced manner to reflect the fact of operating at essential services levels, the Unions will have reasonable access to facilities and equipment provided by the Employer so as to ensure the timely and effective provision of essential services.

72 In that regard, I accept there is no “one size fits all” solution. Scheduling (strike) headquarter issues should be discussed and resolved locally by way of good faith discussions between the parties. Unresolved issues can be addressed by way of mediation and the issuing of a report by the mediator where appropriate, consistent with the process set out above.

73 It would seem to be reasonable that the arrangements arrived at by the parties at
the local level in 2004 would, at the very least, provide a basis for the expected good
faith local discussions.

5. Nurse Practitioners and Clinical Nurse Specialists

74 This issue relates to whether the relatively new positions of Nurse Practitioners
and Clinical Nurse Specialists should be treated as excluded managers for the
purposes of deployment into essential services during the labour dispute.

75 The Unions (and more specifically the NBA) submits that the Global Order
requires the Employer to use qualified excluded personnel to the best extent possible.
The individuals in these positions are qualified nurses who are excluded.
Consequently, it is argued, they should be deployed to do essential work. The Unions
say that if elements of their work are in fact essential, that can be dealt with locally on a
case by case basis.

76 HEABC submits the Nurse Practitioner is an independent professional qualified
as a Registered Nurse. The position was created in 2005 and functions as a primary
care giver. HEABC says they work independently and do not perform any management
functions. Reducing their services during a labour dispute would have an immediate
and harmful impact on the provision of acute services.

77 I accept that these positions provide primary care more like physicians than
nurses. As I understand it, these positions are not excluded from the bargaining unit for
the purposes of the Code. Rather, they are non-union employees outside of the
bargaining unit who are not managers and do not perform bargaining unit work.

78 In my view, while an issue may arise if these individuals were to perform
bargaining unit work or take on any additional duties during a labour dispute, I am not
satisfied they should be treated as excluded managers or staff for the purposes of
deployment to perform essential services during the labour dispute.

6. Deployment Sites

79 This issue involves the deployment of excluded staff where an employer has
multiple sites.

80 The Unions submit that in these circumstances, excluded managers should only
be deployed in their principal subsector. To do otherwise could be confusing and
counter-productive.

81 The Unions say there should be some guidelines rather than the unrestricted
discretion for the Employer advocated by HEABC. The Unions say two principles
should be used to provide that guidance. In that regard, managers should be deployed
to a site they are familiar with and to one position, if possible.

82 The Unions submit the essential services plan should focus on the efficient use of managers. That objective would not be served for example, if they were required to frequently drive from site to site, and not have a working knowledge or familiarity with the site(s) to which they are deployed.

83 HEABC submits that the deployment of excluded managers by multi-site Employers should be made solely at the discretion of the Employer. Employers require flexibility to ensure essential services can be provided and are best situated to determine deployment in the context of multi-site Employers.

84 I accept the guiding principle in deciding this issue should be that multi-site employers, as is generally the case in the essential services context, should have the flexibility to determine where excluded managers are to be deployed. That is subject to the requirement to use them to the best extent possible. In that regard, it would not be unreasonable to expect that concept would include practical considerations such as familiarity with a facility or site, frequency and duration of travel, etc. The Unions will be entitled to sufficient information to assess whether in their view, the objective of using managers to the best extent possible is being met.

85 In conclusion, both parties have an obligation to ensure essential services are provided and maintained during the labour dispute. The integrity of the existing essential services model rests on the parties effectively discharging that obligation in a meaningful and timely way. That means the parties must be prepared to undertake what is required with a measure of co-operation and goodwill.

86 Two important considerations that appear to be underlying the issues canvassed above are first, that the Unions require sufficient and transparent information in order to properly engage in the designation process and discharge their scheduling obligation to ensure essential services levels can be met. The second is that the Employer must have sufficient flexibility in order to properly discharge its obligations to ensure essential services are provided. The Employer does not have completely unfettered flexibility with respect to deployment nor do the Unions have an unfettered right to information. These legitimate and sometimes competing interests need to be balanced if the essential services designation process is to work properly.

87 The Board is responsible for ensuring both sides live up to their obligations under the essential services regime. However, the Board cannot impose by dictate that the degree of co-operation and goodwill necessary to ensure the process functions as intended. The parties must be willing to make the process work, and it is my hope that with this decision, that will occur.

88 In furtherance of achieving that objective, the Employer will provide the information contemplated above and HEABC will communicate the contents of this decision to employers as soon as possible.

89 The Unions will take all reasonable steps to ensure their representatives and stewards are informed of the contents of this decision as soon as possible.

90 The dispute resolution process set out above, and in particular the use of mediation and mediator reports, will provide the basis for orders where necessary if the parties are unable or unwilling to resolve their issues at the local levels.

LABOUR RELATIONS BOARD

"MICHAEL FLEMING"

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ASSOCIATE CHAIR, ADJUDICATION