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By Email Only

July 9, 2020

Gil McGowan, President
Alberta Federation of Labour
#300, 10408 – 124 Street
Edmonton, AB. T5N 1R5

Dear Mr. McGowan:

RE: Bill 32 – Restoring Balance in Alberta's Workplaces Act, 2020
Amendments to the Labour Relations Code

You have asked me to review the amendments set out in Bill 32 and provide an explanation of what the changes are and an initial analysis of the impact of the changes. This bill primarily amends the *Employment Standards Code* and the *Labour Relations Code* and makes a few similar and consequential other amendments to other labour relations statutes. At the time of this letter, Bill 32 has passed first reading and second reading has just commenced. No amendments have been passed. This letter will address only the changes to the *Labour Relations Code.*

The following analysis often comments as if the bill has passed, but it is still possible that the Bill could be amended, left in the legislative process, or not passed.

Changes to the *Labour Relations Code*

In 1988, the *Labour Relations Code* was first enacted, replacing the prior Labour Relations Act, and the 1988 Code remained almost entirely unchanged for 30 years. The 1988 Code was given big update when it was amended effective January 1, 2018 by the past NDP government, bringing it into line with the Canadian mainstream regarding labour relations laws. Despite the invitation of trade unions, the NDP government did not make amendments that put Alberta on the leading edge of worker friendly labour laws.

Bill 32 removes many of the steps enacted in the 2018 amendments and sets the rights of Alberta trade unions and their members back considerably. In addition, in my opinion, several of the provisions of Bill 32 infringe on freedom of association and freedom of expression in a manner that violates the *Charter of Rights and Freedoms.*

I will work through the amendments in the paragraphs below, explaining the nature of the amendments and offering some initial analysis of the impact of the amendments on trade unions, union members, and employers in Alberta.

Preamble

Addition of the word "expedient" to the fourth bullet point, so the phrase in the Preamble will now be "through fair, equitable and expedient resolution of matters arising with respect to terms and conditions of employment".

The preamble is intended to set out the intention of a statute, and to provide guidance for those interpreting it. The addition of the word expedient, particularly when several of the actual amendments in Bill 32 remove mandatory time lines for quickly resolving issues leaves a question as to what change the government wants to suggest.

Definitions of Employee

The exclusion of nurse practitioner from the definition of employee is removed by Bill 32, so nurse practitioners are now contained within the definition of employee. This change will allow nurse practitioners to join unions as any other employee can.

Process issues for the Board

1. A Chair or Vice Chair of the Labour Relations Board ("Board') will be able to sit alone without members on the panel to hear the additional matter of a review of an arbitrator, and can sit alone on other matters if the Chair is of the opinion it is necessary due to an emergency.

   Generally, if the Board has the authority set up a hearing with a Vice Chair or the Chair alone, that is what the Board does, I believe primarily because it is often faster and clearly less expensive for the Board to have one decision maker rather than a panel of three people. Some of the Vice-Chairs have not been involved in labour arbitrations in their career, and many have not been involved in an arbitration for many years. In my view, the members of the panels hearing applications regarding an arbitrator's decision bring considerable practical experience to the evaluation of the reasonableness of an arbitrator's decision and it is regrettable that experience will no longer be required to be included.

2. The Board will be able to, in addition to the existing grounds, dismiss a matter summarily if it finds that the matter was filed with inappropriate motives or is an abuse of process.

While it seems that this provision is mainly directed at vexatious unrepresented litigants, it leaves open a suggestion that the motives of a union or employer in filing an application are open to scrutiny as well.

Union Financial Statements:

1. Bill 32 require a union, as soon as possible after the end of the fiscal year, to provide "each member" with a financial statement of the trade union's affairs for the preceding fiscal year, meeting the requirements set out in regulations and providing the information required in the regulation. The provision specifically requires the financial statement to contain sufficient detail to accurately disclose the financial condition and operation of the trade union for its preceding fiscal year.

   A member can complain to the Board about the financial statement and the Board can order that the statement be provided, that it contain more information and similar remedies.

   Given that trade unions already share detailed financial information with members and many allow members to come to the union's office and review detailed financial records if the member wishes to do so, this requirement appears to be more about the government interfering with the way a trade union conduct their affairs and undermining the confidence that union members have in their union, than addressing an actual gap in information that union members actually receive.

   It is also a process that seems to put the detailed financial information physically in the hands of union member who can share it with the employer, other union, or the public. One can imagine the uproar that would come from employers if the government imposed a law requiring employers to likewise provide the same financial information to their employees, who could similarly share it with their competitors, the public, and their union. Employees have an equal interest in the financial health and decisions of their employer.

2. The use of the word "dues" has been changed to "union dues" throughout the Code. This change has no legal impact, rather it seems to be a political action to underline that members are paying union dues, which the union's members already know.

Union Dues deduction, opt in requirements:

Bill 32 requires that unions determine the amount or percentage of the union dues, assessments or initiation fees that spent on "political activities and other causes", which specifically include general social causes or issues, charities or non-governmental organizations, organizations or groups affiliated with or supportive of a political party, and activities prescribed by the regulations. ("Basket A") The Union must also determine the amount or percentage of dues, assessments or initiation fees that are spent on

activities under the Code, including collective bargaining and representation of members and other activities not already included. ("Basket B") The government has the power to add items to Basket A by regulation later in time.

The naming of these two groups of activities as Basket A and B is a construct of mine to make it easier to visualize and remember how this new requirement works, those terms are is not included in these provisions of Bill 32. Also note that Basket B will contain any other activities not captured by Basket A or outlined specifically to be in Basket B.

A dispute about the Union's determination of these amounts or proportions can be referred to the Board to determine. It is not clear who has the right to bring such an action, the new provisions refer to a party to the dispute, leaving open the possibility that persons or entities other than the members of the union, such as an employer, might be permitted to bring such a dispute forward, and obtain detailed information about the union's internal private affairs in the process.

A trade union is restricted from "charging" any union dues, assessments or initiation fees, and from changing the amount or percentage for each of Basket A political activities and Basket B collective bargaining/representation activities until the trade union shares with the members the percentages/amounts, sufficient information with the member to allow the person to make an informed decision for the purpose of an election, and any information required by the regulation. The actual information to be shared is not currently known as we must wait for the regulation.

Each member must then provide a revocable written election authorizing the trade union to receive the amount or percentage of the union dues, assessments and initiation dues that will be spent on the Basket A political and other activities portion. The nature of the employee's election must be shared by the trade union with the employer. If there is no election to pay the political and other activities portion, the trade union is not allowed to collect the Basket A political and other activities amount of the dues from that employee. The trade union must keep the employer informed on the receipt of authorizations and revocations of authorizations. Presumably, the employer must then adjust their payroll deductions of union dues according to the direction or lack of direction from the employee.

To clarify, the union member either elects to pay the Basket A political and other activities amount of their union dues or they do not elect to pay them. If the member does not elect to pay the Basket A part of the union dues, then the employer cannot deduct and then remit to the union the Basket A portion of the dues and the union cannot receive that Basket A amount of money. The union's member is not approving the specific plans of the union regarding political and other activity in their election, rather the member is deciding if they will contribute the portion of union dues allocated to the cost of those activities.

The provisions of Bill 32 do not address what the union may do with their spending plans for the Basket A activities if sufficient members decide not to opt into paying the Basket A portion of the dues resulting in insufficient funding being available to complete the plans. Presumably the union is entitled to change their plans as their funding changes through elections and revocations of elections about the Basket A portion of dues. Trade unions are prohibited by the provisions of Bill 32 from using the portion of the dues, assessments and initiation fees received regarding the Basket B collective bargaining, representation to cover the cost of the Basket A political and other activities.

Unions may not expel, suspend or take disciplinary action or impose any form of penalty on a member who does not elect to pay the political and other activities Basket A portion of the union dues, assessments and initiation fees. If the member has agreed to pay those amounts by their election and then defaults on payment, the union is allowed to deal with any default in paying the agreed to dues in the usual manner.

Breaches of these provisions are to be addressed by the Board, and again it is not clear who the parties to the dispute can be. The Board has the power to compel the union to provide all information about its spending, the Board can adjust the amounts or percentages determined by the union, it can order that the union stop collecting dues where no employee elections are in place, it can require the union to provide restitution to employees of dues collected without elections and it can suspend a trade union's ability to collect ALL union dues from employers and employees. That last "remedy" is a punishment rather than a remedial action, which is different from the usual approach of the Code to resolving breaches of the Code provisions.

The regulation making power added to this section in Bill 23 includes making regulations about what activities are included in each of the Basket A political and other activities and the Basket B collective bargaining and representation amounts or proportions, the "timing and frequency of *setting or changing of union dues, assessments or initiation fees by a trade union, including the changes to the amounts or percentages*", the timing and circumstances and procedure for making or revoking an election, the information required to be given for an informed election, the information to be provided to employers, defining terms, setting effective dates for this process and other matters necessary to carry out the intent and purposes of the section. This is an extensive regulation making power which also appears to allow the government to restrict how often unions can change their dues, not just change the proportion of their dues spent on either Basket A or B.

These provisions do not take effect until the regulations have been passed, and we have not been given any advance information of the details that will be included in the regulation.

There are also identical amendments in Bill 32 as these to the *Police Officers Collective Bargaining Act, the Public Education Collective Bargaining Act* and *the Public Service*

Employee Relations Act to place the same obligations regarding the opt in processes as well as the requirement to provide financial statements to members on the trade unions operating under those statutes.

Academic staff associations, graduate student associations and postdoctoral fellow associations are currently excluded from having to comply with these requirements, as well as the amendments to sections 27, 29(2), 149(1)(a)(iii) and 151(g) but their requirement to comply can be proclaimed later.

Section 27 is also amended to specifically state that employers cannot deduct the amount or percentage of the union dues, assessments, or initiation fees that relate to Basket A political and other activity unless the employee has made the election.

There are many questions that arise in regard to these new requirements and concepts. These provisions of Bill 32 are a serious and concerning intrusion by the government into the internal activities of a trade union. Trade unions are private organizations that are created and operate as the result of the exercise of freedom of association, a Charter protected right, by workers. Trade union members have democratic rights within their unions to approve or challenge the decisions of leadership, seek to become one of the union's leaders, or to seek to decertify the union if they feel strongly about the union's decision.

These provisions significantly interfere with a union's ability to conduct their internal business. The union is required to proportion their dues revenue into Basket A and B and then the union is legally prevented from changing how they will spend their as events unfold. The recent pandemic is just one graphic illustration of how plans for spending of an organization can be completely derailed overnight. The provisions appear to give the government the power to limit how often a trade union can set or change their dues structure. The Board is given the power to determine for the union how it will allocate its dues revenue into Basket A and B. The level of intrusion into the operating decisions of these private organizations is shocking.

In my opinion, it is a violation of the freedom of association of the union members and of the union for the government, through the requirements of Bill 32, to interfere with the internal governance and decision making process that the union members have developed within their union to exercise their freedom of expression. In my opinion, there is little chance that this scheme would survive a Charter challenge.

Further, the concept of each member being able to impact the revenue of their union in this manner is not democratic. For example, each citizen is not given the right to decide if they will pay portions of their taxes or not pay them to cover a particular bundle of expenses of the government. Shareholders of a corporation do not each individually have the right to direct what their share purchase investment can be spent on. Rather leaders are chosen who make those decisions and at regular intervals leaders can be

replaced if their decisions are disagreed with. There is no reason why trade unions should be required to operate any differently.

I also want to point out that these provisions will increase Basket B costs for trade union members as the trade union has to employ staff to explain and obtain elections from members, communicate those elections to the employer and ensure that the employer is remitting the correct dues amounts. The union also will use resources determining the proportion of dues used for Baskets A and B. The employers will also have increased costs as the employer must adjust the dues deduction amounts for each employee depending on their election and their possible subsequent change of election.

Also it goes without saying that these Bill 32 changes show a wholesale lack of respect for the ability of workers to run their trade unions. These changes suggest that trade unions need a great deal of government oversight. The sophisticated trade unions in Alberta, many of which have existed for close to or over 100 years in this province, in no way operate in a manner that warrants such external scrutiny. There is no mischief that needs a remedy of this nature.

Nothing in these provisions achieves the stated intentions of Bill 32 to improve investment in Alberta, facilitate employers in creating jobs or to cut red tape. Rather, these provisions seem directed at undermining the confidence that union members have in their leaders and undermining the respect that the public has for unions. The intention of these provisions appears to be to seriously hamper the ability of trade unions to operate and to fulfil the wishes and directions of their membership.

I cannot leave this discussion without also mentioning the millions of dollars that trade unions and their members raise for charities in Alberta. Alberta trade unions and their members step up to provide assistance, including donations when local emergencies and/or tragedies occur – one recent example is the support that Alberta trade unions provided during the Fort McMurray evacuation and aftermath due to the massive wildfires. It is difficult to understand the rationale for the government adding support for charities and non-governmental agencies in the Basket A activities or to predict the impact of these new provisions on the ability of Alberta trade unions to continue their same level of support for Alberta charities.

Section 29 is amended to clarify that the religious exception to paying union dues applies to the second part of the dues, that is the collective bargaining/representation portion. As explained, the employee can opt out of the political activities part of the dues for any reason, not just religious reasons.

Certification and revocation processes

1. The mandatory statutory timelines to complete a certification or revocation application have been removed and the files are now required to close within 6 months.

   The removal of the statutory mandatory time lines to process an application for certification provide employers much more time and opportunity to engage in unfair labour practices in an effort to get the employees to vote against a certification. There is no value to a reasonable employer in delaying a certification application, and instead all the parties to the application benefit from a quick decision. The existing provisions allowed the Chair of the Board to extend the time lines when circumstances required it, so there was no pressing legal or practical reason to remove the time line except to support the activities of less reasonable employers.

2. The time bar for a second certification application after a first unsuccessful application has been changed to 6 months when a complaint has been made against the union regarding the union's conduct during the organizing drive.

Certification without a vote:

The earlier UCP's Bill 2, An Act to Make Alberta Open for Business which received Royal Assent on July 18, 2019, amended the Code to make it necessary for the Board to conduct a representation vote in all applications for certification, regardless of the level of support that the union files with the application. However the Board retained the right to order certification without that vote in limited circumstance.

The existing right of the Board to certify without a vote when misconduct has occurred in violation of the unfair labour practices sections in Division 23 of Part 2 has been further limited by Bill 32 by a set of statutory considerations when previously it was left to the Board to make the determination of when that was an appropriate remedy.

Now in those cases where an unfair labour practice leads to a finding that the results of a representation vote do not reflect the true wishes of employees, the Board may order another vote be conducted and take steps to ensure the result will reflect the true wishes of employees, certify the bargaining unit "only if no other remedy or remedies would be sufficient to counteract the effects of the prohibited practices" or refuse to certify.

While the Board had developed its own fairly restrictive approach to the determination of when to grant an automatic certification, the Board will now have to follow these new more restrictive statutory requirements set out in Bill 32 before granting this remedy.

Closing the open period

The Code has been changed to allow trade unions and employers to negotiate a new collective agreement prior to the open period and close the statutory open period before it occurs, thus barring another application for certification by a competing trade union. The Board must be satisfied that the employees are informed by the bargaining agent that voting in favour of the new collective agreement will end their right to file an application for certification by a new trade union during that time that would have been the open period, and the employees must vote in favour of the new agreement.

The employer and the trade union can close the open period before the last two months of the end of the term of a collective agreement and also close the open period by entering into a new collective agreement in the second or any subsequent year of a collective agreement with longer than a two year term.

A new collective agreement closing the open period will make a certification or revocation application untimely.

Disputes about this action must be brought to the Board quickly, within what would have been the last two months of the collective agreement or the 10th and 11th month of a collective agreement that was to be for longer than two years.

About 10 years ago, the Board and the Courts in Alberta decided that the previous practice of allowing a trade union and employer to close an open period early violated the fundamental right a employees, not their employer and not their union, to make the choice to select which trade union would represent them. These are Charter rights related to freedom of association. The inherent conflict of asking an employee to give voluntary consent to waive the open period in these circumstances when a new collective agreement that their employer has agreed to and which might be attractive to employees regardless of the identity of the bargaining agent is put on the table undermines the voluntariness of any alleged consent to waive the open period. Bill 32 overturns these decisions and the underlying rationale for them.

The practice of closing the open period early to avoid a certification application from another union was primarily used by CLAC (the Christian Labour Association) to block building trades unions from organizing and applying to certify their members. These changes will primarily benefit CLAC which works closely with employers and thus has employer cooperation to block that competing union's organizing campaign.

Collective agreement after a raid

There are minor changes to section 40 to give the Board more powers to sort out which collective agreement applies after a raid.

Polytechnic Institutions

Section 58.1(1) is amended to take the board of governors of polytechnic institutions out of the definition of "board of a public post-secondary institution". It is not clear what the impact of that change will be on existing bargaining rights at these post secondary institutions and its implications are beyond the scope of this review.

Post-secondary binding arbitration

Current and future collective agreement provisions in academic staff collective agreements to resolve negotiations by binding arbitration are made null and void, including ongoing arbitrations as of July 7, 2020.

Strikes and lockouts

The timing of strike and lockout votes is now required to be after both a mediator is appointed under section 65 and a mediator has been appointed under section 92.2(6)(c) to provide enhanced mediation under the first contract arbitration provisions.

Picketing

"Obstructing or impeding a person who wishes to cross a picket line from crossing the picket line is a wrongful act" is added to section 84. Picketing already is restricted in that it must be conducted without wrongful acts. This change appears to make it illegal to delay a person for even one minute at a picket line.

Further, picketing with respect to a labour dispute or difference "shall only be conducted in accordance with" sections 84 and 84.1.

A new provision (s. 84.1) is added that restricts trade unions from picketing at premises where the employer has moved the work to or the premises of employer allies to do the work until the trade union gets permission from the Board to do so.

These are large changes to the freedom of association and freedom of expression of trade unions and their members, and are, in my opinion, likely to be found to be a violation of the *Charter of Rights and Freedoms.* There are already decisions of the Supreme Court of Canada stating that picketing generally and secondary picketing are protected Charter rights of freedom of expression and association.

I remind you of the provisions of Bill 1 which recently was passed in Alberta. These changes to the Code potentially make traditional picketing and constitutionally protected picketing and expression, at least on the face of the law, unlawful and would then trigger the ability of the government to attempt utilize Bill 1 to impose daily minimum fines of $1000 on picketers who are just trying to use their constitutionally

protected right to strike to pressure their employer to enter into a fair and reasonable collective agreement.

First contract arbitration

The factors for when the Board may order first contract arbitration are changed (s. 92.3) and are now more stringent. There must be a refusal to meet to bargain, a refusal to recognize the authority of the other party to bargain collectively or a failure to make an reasonable effort to conclude a collective agreement AND no other remedy or remedies would be sufficient to counteract the effects of the failure to comply with the act. Extreme positions and unfair labour practices are no longer to be considered as reasons for ordering first contract arbitration. Thus, while this option has not been removed from the Code, it will be much harder to convince the Board to provide this remedy going forward.

Dues suspension as punishment for illegal strikes

Basically, the pre-NDP amendment provisions that allowed for an order to have the remittance of union dues suspended have been returned to the Code. The Board may direct an employer to suspend dues deductions if a union is on an illegal strike for up to 6 months. The Board may direct employers to pay the union dues for the period of an illegal lockout up to 6 months. The new penalty provisions do not impact on the union's ongoing representation rights or its certification. However, these provisions introduce more punishment provisions into the labour relations approach in Alberta.

Arbitration

1. The requirement that arbitrators make decisions "within the principles of Canadian labour arbitration" is removed by Bill 32.

2. Arbitrators can no longer extend grievance time limits. The provisions allowing arbitrators to extend grievance time limits are removed. This change again makes Alberta the only province in Canada with such a provision.

3. The statutory standard of review of a decision of an Arbitrator by the Board has been removed. As such, the Board would be expected to apply a standard of review similar to whatever standard the courts are currently applying. The Board can now award costs for applications to review arbitrator awards.

   These three amendments return Alberta to a far less balanced approach to grievance and arbitration processes, when there is no evidence of any mischief or unfairness caused by the existing provisions. The changes to the Arbitration review by the Board make it far less possible to predict the outcome of an application for review and require the parties to spend considerable more time and money arguing

about the standard of review, without any evidence of any mischief being caused by the existing provisions.

Unfair Labour Practices

1. Employers are prohibited from negatively affecting an employee who has made or refrains from making an election regarding the political activities portion of union dues or to compel them to make a particular election.

2. Employers are prohibited from deducting the political activities portion of dues without the required authorization.

3. The reverse onus in section 149(2) has been limited only to cases where there are dismissals or discharges.

4. Section 151 (1)(f) is amended to negate the *Armstrong* decision of the Alberta Court of Appeal. A union's right to expel or discipline a member for taking non-union work is further curtailed that was in the existing statute. The opportunity for a union which has a dispatch system to suspend or expel a union member for working non-union has been greatly limited. This section now puts the burden of proof on the trade union.

5. A duty of fair representation complaint can be summarily dismissed if "the complainant has refused to accept a settlement that is fair and reasonable". A settlement offered by who for what is entirely unclear, but I assume the intention is a settlement offered by the employer to settle a grievance. The Board has already dismissed duty of fair representation complaints for this reason, so this provision is not necessary.

   Of these changes the most significant is the narrowing of the reverse onus provisions to only situations of dismissal of employees. The reverse onus provided balance as it requires employers who know the reasons for their actions to bear the onus of proof. The limitation on the reverse onus provides a very real procedural advantage to employers who are committing unfair labour practices, that is employers who are breaking the law.

Construction provisions in Part 3

1. **Clarity of application**:

   There is clarity as to which Divisions of Part 3 apply to trade unions subject to registration (Parts 2 – 7.1 and 9) and which Divisions apply to all unions (Parts 1.1, 1.2 and 8).

2. **Definitions:**

   The definition of construction continues to generally exclude maintenance. However, maintenance is now included within the definition of construction for Division 1.1 and Division 8. Division 1.1 provides for all employee bargaining units and Division 8 concerns designation of projects which then allows for separate Division 8 collective agreements.

3. **All employee bargaining units, Division 1.1 (new)**:

   There are additional certification provisions that allow for an all-employee bargaining unit in construction and maintenance. Trade unions subject to registration, which are building trade unions, can only apply for certification of trade-specific bargaining units and other unions an apply for all-employee bargaining units. Both bargaining units are deemed to be appropriate for construction and for maintenance. These changes benefit CLAC and do not provide any benefit to the building trade unions.

4. **Consolidation into an all-employee bargaining unit (new):**

   A trade union which had at least three trade specific certification can apply for consolidation of the certifications into an all-employee certification. This application can be made after the first expiry of at least the three collective agreements. If there are other unions certified for a trade-based unit of that employer, that bargaining unit can be excluded from the all employee unit. If there is a group of non-union employees they are to vote as to whether or not they want to be represented by the consolidating union and their vote is respected. Once a consolidation order is issued, a trade union subject to registration cannot seek certification for trade-based bargaining unit of that employer, including a non-union group that voted against representation by the consolidating union. These changes benefit CLAC and specifically limit the rights of building trades unions to seek to certify members of their trades represented by CLAC in open periods or even to seek to certify non-union employees left out of a consolidated CLAC certificate.

   Further, in my opinion, the restriction on a non-union group of employees left out of a consolidated certification from seeking a building trades union to be their union is a violation of their right to pick a union of their choice, that is their freedom of assembly and likely a violation of their Charter rights.

5. **Common Employer provisions (no change):**

   While the provisions are moved to a new section, there is no change to address issues raised by building trades unions regarding the prevalence of double breasting

by contractors in Alberta. The imbalance of contractors being able to operate with both a union and a non-union business continues without check.

6. **Building Trades of Alberta is bargaining agent for Project Agreements (new):**

   These provisions codify the practice of the BTA entering into project agreements that trade unions can become bound to if they wish. Trade unions are not required to be part of any project agreement but once a union agrees to be bound, the changes are negotiated by the BTA, not the individual trade union.

   There are serious concerns about what deeming the BTA to be a "bargaining agent" in these circumstances means, especially when not all the building trades unions who might be party to a project agreement are even members of the BTA. The idea that the choices of union member of their bargaining agent can be ignored or overrun in these circumstances are also concerning and it will be important to see how the BTA actually exercises its bargaining agent status in terms of representation of the affected employees.

7. **Division 8 (some changes)**:

   The Division 8 designation is now entirely a decision of the Minister, when previously the Minister made one part of the assessment and the Lieutenant Governor in Council made the second assessment. The law now requires the Minister to consult with the applicant and impacted parties and puts time limits on the Minister regarding an application. The new provision refers to a project while the old provisions referenced major projects.

   There is now clarity that a project trade union can only bargain on behalf of the employees that the trade union represents and that the designated principal contractor can enter into more than one collective agreement under Division 8.

   There are new provisions that allow either party to the Division 8 collective bargaining to refer unresolved items to binding arbitration.

   It remains to be seen as to whether or not the re-write of Division 8 is a signal that the Minister will designate more projects under Division 8, and what the impact of that would be.

Conclusion regarding the Labour Relation Code changes

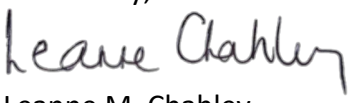
In my opinion, several of the Bill 32 changes are a violation of Charter rights of trade unions and their members. I expect that Bill 32 will cause a great deal of Charter litigation over the next few years.

Virtually none of the Bill 32 provisions create any real savings or efficiencies for reasonable employers such that industry, competitiveness or job creation is fostered. There is no balance restored, instead the labour relations balance is significantly tipped toward supporting employers at the expense of employee rights and the rights of the trade unions those employees chose to represent them.

There is clearly an attempt to negatively impact the relationship between trade unions and their members. The ability of trade unions to conduct their private business is seriously undermined and a massive amount of government, and Labour Relations Board involvement in the day to day private affairs of trade unions will be introduced. The privacy of trade union decision making and strategic decision making is almost entirely undermined. The impact of Bill 32 on trade unions is staggering.

If you have questions or comments give me a call.

Yours truly,



Leanne M. Chahley