

**IN THE MATTER OF AN ARBITRATION
PURSUANT TO THE *LABOUR RELATIONS CODE*, R.S.B.C., 1996, c. 244**

BETWEEN:

ROYAL AND MCPHERSON THEATRES SOCIETY

(the "Employer")

AND:

**INTERNATIONAL ALLIANCE OF THEATRICAL EMPLOYEES,
MOVING PICTURE TECHNICIANS, ARTISTS AND ALLIED CRAFTS
OF THE UNITED STATES, ITS TERRITORIES AND CANADA
AFL-CIO, CLC LOCAL 168**

("IATSE Local 168", "the Union")

**Re: Policy and Gould Grievances
(Elimination of the Facilities Supervisor Position)**

ARBITRATOR:

Irene Holden

COUNSEL:

Marcia McNeil
For the Employer

Dawn Wattie
For the Union

HEARING:

May 26 and June 9, 2016
June 27 and 28, 2016
Victoria, B.C.

WRITTEN SUBMISSIONS:

July 19, 2016
August 2, 2016
August 9, 2016

AWARD:

March 27, 2017

INTRODUCTION

I was appointed by the Royal and McPherson Theatres Society and IATSE, Local 168 to hear and rule on two grievances: a policy grievance and an individual grievance related to the elimination of the Facilities Supervisor's position, a bargaining unit position. Richard Gould, the Local Union President and the Grievor on the individual grievance, had held the supervisory position since its creation in 2010. At the time of its posting, Mr. Gould had been an Assistant Technical Director for approximately ten years. The Grievor has been the Union President since 2005.

On January 11, 2016 Mr. Gould received notice that his position was being eliminated due to "declining revenues" and as a result he was being laid off effective April 3, 2016. Given Mr. Gould's seniority he was entitled to a twelve week notice period. On January 11, 2016 as well, the Union received Section 54 notice from the Employer that it intended to lay off the incumbent of the Facilities Supervisor position, namely Mr. Gould. The Executive Director, Lloyd Fitzsimonds, requested that the Union meet with him "to discuss the Employer's intention and consider alternatives to the proposed measure". The Union immediately offered to reopen the Collective Agreement in order to find the cost savings for which the Employer was looking. Mr. Fitzsimonds requested the Union provide some examples of cost saving measures from the Collective Agreement. When the examples were not forthcoming, the Employer rejected the Union's re-opener proposal.

The Union raised two grievances: an individual grievance on behalf of Mr. Gould, citing breaches of Articles 9 and 10 of the Collective Agreement, and a general policy grievance regarding the breaches of the Collective Agreement including Articles 1.02, 2.02, 29.01 and 37.01. This was the first time a layoff of a bargaining unit position had occurred in the Society.

EVIDENCE

The Royal and McPherson Theatres Society consists of two theatres housed in two heritage buildings in Victoria B.C. The larger venue of the two, the Royal Theatre built in 1913, has seating for 1416 patrons and the smaller McPherson Playhouse, built in 1914, seats 772. The Royal Theatre is owned by the Capital Regional District and receives an operating subsidy from the municipalities of Saanich, Victoria and Oak Bay. The McPherson Playhouse is owned by the City of Victoria and receives a subsidy from the City. The annual subsidies are quite small in comparison with other similar facilities across Canada and have remained static since 1998.

There are very few regular positions and employees in this industry. The majority of Union members are dispatched by the Union hall to work on the various performances and at the various venues. At the time of this dispute there were eight or nine regular bargaining unit positions in the employ of the Society, including the Facilities Supervisor position. The Facilities Department was very small consisting of two regular Janitors and two auxiliary Janitors who reported to Mr. Gould. Prior to the Facilities Supervisor role being created, the maintenance of the facilities was the responsibility of the Society's Technical Director. The Technical Director, Blair Morris, gave evidence that he did not have time to do the facilities portion of his duties and that he was only spending two to four hours a week on the facilities position. With the creation of the Facilities Supervisor role, the Technical Director testified that he was hopeful that the full scope of the job would be done and the "optical stature" of the heritage buildings would be restored. When asked what he meant by the phrase "optical stature" Mr. Morris described it as "what you see when you walk up to and into the theatre".

According to the Technical Director, since the creation of the Facilities Supervisor position, maintenance was done, repairs were performed, renovations took place and

the grounds were improved. He stated that they rarely received a customer complaint anymore. He further explained that most of the work on major renovations was performed by the contractors and either someone from management or the supervisor would oversee the work. He further explained that the minor repairs would be done by the "hands on" Facilities Supervisor. Mr. Morris expressed concern that with the loss of the Grievor, "it would put us back where we were - dealing with items as they fail and/or in real time" - in other words, addressing problems as they occurred, in a reactive not a proactive mode.

At the time of the creation of the Facilities Supervisor position, the managerial responsibility was transferred from the Technical Director to the Front of the House Manager, Debora Johns, who became the manager over everything in front of the curtains, as well as the buildings. Her title became Front of the House and Building/Facility Services Manager. Ms. Johns described her role on the Building and Facilities Services side of her position as overseeing the work to ensure it is being completed; budgetary authority; and supervising the Facilities Supervisor. When asked for her understanding as to the differences between the Building/Facility Services Manager, her role, and the Facilities Supervisor role she stated it was the picking up of the tools and performing the hands on work which constituted the difference. This was one of the advantages of having the supervisor in the bargaining unit. He could do some of the hands on work such as the minor repairs.

Introduced into evidence was a document which outlined all the duties of the Facilities Supervisor as of January 1, 2016. The manager had been requested to create this document by the Society's Executive Director, Lloyd Fitzsimonds, for a discussion between the manager, the Executive Director and the Technical Director as to how the Facilities Supervisor's duties were currently being performed and how they could be performed and distributed following the layoff. There is little utility in regurgitating the 1.5 page document outlining the supervisor's duties.

Further, Ms. Johns summarized that the document was to answer Lloyd Fitzsimonds' initial request to know how the facilities work was being done. She testified that many of the roles such as overseeing capital projects and liaison with the Capital Regional District project managers were being shared by her and the supervisor at the time of her compilation of the list. There were also shared duties with the Assistant Technical Directors and the Assistant Front of House Manager. Ms. Johns also testified that there was a second discussion regarding the list moving forward and who would do what after the layoff and the elimination of the position. She stated: "we were looking at who should do these tasks, who was doing these tasks and how would we move forward". She further testified that the three of them (herself, the Executive Director and the Technical Director) went through each item on the list of duties and decided who would be doing what. This was done prior to April 3, 2016 - the effective day of the layoff.

Ms. Johns further testified that about two years ago the Capital Regional District got involved with capital projects for example. She also dealt with the contractors on some of the projects. She would determine what would be necessary and how long the project would take. The Facilities Supervisor role was to advise her and make sure the deadlines were kept. On these projects Mr. Gould would oversee the work in the mornings and either herself or the Assistant Front of House Manager, a bargaining unit position, would later oversee the work - the manager testified. Ms. Johns stated nothing has changed since the elimination of the Facilities Supervisor. The Assistant Front of House Manager calls the Janitors in if needed - just as he does with the Front of House employees. Ms. Johns approves the assistant manager to go ahead. Ms. Johns now signs the orders and invoices for supplies. Mr. Gould used to perform that function. Ms. Johns performs the contract administration for the gardening and irrigation systems. Overall, Ms. Johns claims that it was a mixture of bargaining unit

staff and herself who would do the duties which Mr. Gould performed. The only duty exclusive to the Facilities Supervisor role would be scheduling the two Janitors and the handyman duties. The Assistant Front of House Manager is now scheduling the staff and the Janitors are performing the handy man duties. She further stated that when the Grievor was on medical leave she noticed a couple of hours increase in her workload. Bargaining unit members split the other duties.

The Executive Director, Mr. Fitzsimonds, gave evidence to the downward trend in usage of the theatres and thus revenues. He illustrated the trend in the financial data for the Society which was introduced into these proceedings. Some of the measures, other than the elimination of the Facilities Supervisor position, which were taken to reduce costs included the reduction of box office hours; the closure of the McPherson Playhouse during the summer months; putting a hold on all capital projects; the non-replacement of the retiring Finance Manager; and the reduction in Board expenses. Mr. Fitzsimonds spoke about the Facilities Supervisor and how the position did not turn out as he had envisioned it – especially with regard to long term maintenance planning – something he felt Mr. Gould had not accomplished. He also emphasized, as did Ms. Johns, that the Grievor had been on medical leave for ten months in 2014/2015 and there were no additional contractor or janitorial hours needed. There was a large project at the Royal Theatre during the same timeframe (the installation of a new heating, ventilation and air conditioning or “HVAC” system). The project was overseen by the Technical Director, Mr. Morris. There were no grievances filed as to who was performing the Grievor’s duties during the ten month leave. When asked if Mr. Fitzsimonds had considered the elimination of other positions – other than the Facilities Supervisor position – the Executive Director stated that he had but the Facilities Supervisor was the only position which was not critical to the production of the shows – which was the core function of the Society.

Mr. Fitzsimonds was questioned about a new excluded position entitled Manager of External Affairs which had been posted in January of 2016 – after the Grievor had been given his notice of layoff. Mr. Fitzsimonds explained that the External Affairs position had arisen as a result of a report written by Janis A. Barlow and Associates, a consulting firm, which recommended that the Theatre Society raise its profile with the government, corporate sponsors, community partnerships, etc., as part of the “repositioning from an arts venue to an arts provider”. The Executive Director saw the External Affairs role as allowing that transition to happen and increasing revenues as a result.

When challenged under cross examination why the Society’s budgets never show a deficit, the Executive Director explained that it is his job to manage the funds so that there are no deficits. To the Executive Director the trends are evident – decreasing revenues and potentially a larger deficit.

THE ISSUES

The Union says the grievances are fundamentally about the proper interpretation and application of the Collective Agreement with respect to the following two issues:

1. The seniority and the layoff language in the event that the elimination of bargaining unit positions is necessary; and
2. The Employer’s obligation not to undermine the integrity of the Union’s bargaining unit.

Further, as an adjunct to issue #2 above, “whether or not the Employer’s exercise of its management rights to eliminate the Facilities Supervisor position meets the arbitral standard of reasonableness where such a decision significantly undermines the integrity of the Union’s bargaining unit”.

RELEVANT COLLECTIVE AGREEMENT LANGUAGE

The following Collective Agreement language has relevance to the dispute at hand.

ARTICLE 1 - GENERAL PURPOSE

1.02 The General Purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours of work and wages, and to provide for Union security and the prompt and equitable disposition of grievances for both parties subject to the provision of this Agreement.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Royal and McPherson Theatres Society as set forth in the BCLRB Order of May 13, 2002, revising the certification to be:

“Employees of the Employer who are Box Office employees, Front of House employees, Janitorial employees, Stage employees.”

2.02 The following positions of:

Executive Director
Technical Director
Manager of Client Services
Finance Manager
Box Office Manager
Front of House and Building/Facility Services Manager
Systems Administrator
Accountant
Financial Assistant
Administrative Assistant

are excluded from the bargaining unit and may not perform bargaining unit work, except:

- (a) For the purposes of instruction;
- (b) In cases of unforeseen staff shortages;
- (c) In response to emergency, security or safety.

ARTICLE 9 - SENIORITY

- 9.01 Seniority for employees, other than casual stage employees, shall be based on the date of hire. In the event more than one employee has the same date of hire, seniority shall be determined by the order in which the employee's application was received.
- 9.02 Seniority for casual stage employees shall be determined by the Union.
- 9.03 No employee shall lose seniority when:
- (a) he/she is absent from work due to a bona fide illness, accident or injury;
 - (b) he/she is on any other leave that may be approved by the Employer;
 - (c) he/she is laid-off for less than twelve (12) consecutive months;
 - (d) he/she is on leave to attend to Union business.
- 9.04 On resuming employment as a result of 9.03, an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated.

ARTICLE 10 - LAYOFF & RECALL

10.01 Layoff

- (a) In the event the Employer determines it necessary to lay off regular employees due to a lack of work, regular employees will be laid-off in reverse order of seniority within their department provided always that the employee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.
- (b) Regular employees shall receive a minimum of two (2) calendar weeks' notice. Employees who have completed three (3) continuous years of service shall receive additional

notice of one (1) calendar week for each additional year of service to a maximum of twelve (12) weeks. Failure to provide notice shall result in equivalent compensation in pay.

- (c) If a lay off extends past twelve (12) months, it will be deemed to be a permanent termination.

...

10.03 The Union shall be notified in writing within seven (7) days of all layoffs and recalls.

ARTICLE 27 - MANAGEMENT RIGHTS

27.01 Subject to the terms and conditions of this Agreement, the Employer has the exclusive right to manage and direct the working force within the bargaining unit.

27.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.

27.03 The Employer may make rules and regulations governing the work environment and conduct of the employees. However, such rules and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all employees.

ARTICLE 29 - CONTRACTING OUT

29.01 Subject to Article 6.06, the Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified.

ARTICLE 37 - NEW OR CHANGED STAFF CATEGORIES AND/OR RATE OF PAY

37.01 When the Employer creates a new position or it significantly changes the work of an existing position, the staff category and proposed rate of pay shall be forwarded to the Union. Within ten

(10) days of receipt of a new or significantly changed staff category and/or rate of pay the Union may reply, in writing, that it disagrees with the Employer. Failure by the Union to file its disagreement with the Employer within the ten (10) days shall render a dispute unarbitrable and the Employer's decision shall be implemented. When the Union files its disagreement with the Employer, a meeting shall be scheduled with a representative from each party to discuss the difference and attempt to reach agreement. If the parties are unable to reach agreement over a new position or significantly changed staff category and/or rate of pay then the dispute shall be referred to Arbitration under Article 26.

APPENDIX 1 - DEFINITIONS

Department: For the purpose of this Agreement, departments in general operations shall include Box Office, Front of House, Janitorial and Stage.

SCHEDULE "A" - WAGES and SALARIES

BOX OFFICE EMPLOYEES

Box Office Supervisor
 Box Office Auxiliary Supervisor
 Box Office Cashier
 Box Office Cashier (Probation)

FRONT OF HOUSE EMPLOYEES

Assistant Front of House Manager
 Supervisor
 Head Bartender
 Bartender
 Concessionaire/Merchandise
 Usher

JANITORIAL EMPLOYEES

Facilities Supervisor
 Janitor - Regular
 Janitor - Casual

STAGE EMPLOYEES

Assistant Technical Director
 Crew Chief
 Department Head

Assistant Department Head
 Operator/Fork Lift
 Loader
 Grip

SCHEDULE "B" - STAFF CATEGORIES

Assistant Front of House Manager:

Will assist the Front of House Manager as required. Duties may involve assistance in short and long term planning, issues of employee safety, maintenance of Front of House equipment, supervision of all ushers, concession and bar staff. Perform duties as assigned and other administrative functions including preparing staff scheduling for approval by Manager; preliminary review of prospective employees; stock ordering, performing inventory counts, and reception planning. The Assistant Front of House manager may be appointed to act for the Front of House Manager in his/her absence.

...

Facilities Supervisor:

Will develop and implement a comprehensive maintenance and cleaning program for the interior and exterior facilities and assets assigned to maximize efficiencies. Duties may involve short and long term planning, budgeting, issues of employee safety, maintenance, cleaning, repairs, renovation and alteration of furniture, equipment, fixtures, physical plant and grounds, record keeping as it pertains to department, staff and personal hours worked, liaison work with other departments, clients and suppliers and the training, supervision, motivation and scheduling of department staff and other duties as assigned.

ARGUMENT

Union

The Union argues that Mr. Gould has at least sixteen years of bargaining unit seniority as a regular employee. A plain and ordinary reading of Article 10.01 requires that the employee with the least seniority will be laid off. Mr. Gould is not the most junior employee so he should not have received the layoff notice. In fact, as the legal

bargaining agent the Union should have received the layoff notice, not the employee, asserts the Union.

A department is defined as "Box Office, Front of House, Janitorial and Stage" in the definition section of the Collective Agreement. The Facilities Supervisor reports to the Front of House Manager and Building/Facilities Manager, and is responsible for the theatre facilities as a whole. Consequently, using Arbitrator Bird's rules of interpretation a more harmonious interpretation of the Collective Agreement would be that the Facilities Supervisor is in one of the four departments not a separate facilities department.

Mr. Gould is not the most junior bargaining unit employee and yet the Employer knowingly laid him off and posted an excluded manager position to address the operating funds shortage. In the Union's view this is a deliberate breach of Articles 2.01, 9 and 10 of the Collective Agreement and was an "unreasonable, arbitrary, discriminatory and bad faith exercise of management rights". According to the Union, bad faith was demonstrated by the Employer's refusal to consider the Union's proposed alternative of opening up the Collective Agreement to see if the funds could be found in the Collective Agreement rather than laying off a senior employee. Bad faith was also demonstrated in the immediate posting of the External Relations Manager position, an excluded position.

As for remedy for this breach of the Collective Agreement, the Union seeks a rescinding of the layoff notice and a requirement that the Employer negotiate with the Union as to what placement options should be offered to the Grievor.

The Union submits that the larger issue is whether or not the Employer's exercise of its management rights in the elimination of the Facilities Supervisor position meets the arbitral standard of reasonableness when the action significantly undermines the

integrity of the bargaining unit. For the Union, one has to address whether or not the Employer truly has fiscal reasons for eliminating a bargaining unit position while creating a new excluded position and whether or not the standard of reasonableness is met in refusing to consider alternatives rather than laying off a senior employee.

The protection of the integrity of the bargaining unit is enshrined in Article 1.02 of the Collective Agreement, the General Purpose clause, which speaks to union security. The language of Article 2.01 makes it clear that excluded employees are not to perform bargaining unit work except for” purposes of instruction; in cases of unforeseen staff shortages; and in response to emergency, security or safety” .

In 2010, the Employer made a clear decision to transfer former excluded duties and responsibilities of the Technical Director to the newly created Facilities Supervisor position and add to the position the actual conduct of minor repairs. The work described in the definitions section of the Collective Agreement (Appendix B - Staff Categories) is now bargaining unit work, the Union asserts. Appendix B makes it clear that the Facilities Supervisor is responsible for the supervision and oversight for building facilities; for developing and implementing comprehensive maintenance and cleaning of the facilities and grounds; and participates in short term and long term planning, capital project management and renovations, record keeping, budgeting and supervision of janitorial staff. Therefore, none of these duties can be performed by excluded staff, contends the Union.

Further, it is clear from the evidence, especially the document which shows who is going to perform the duties of the eliminated bargaining unit position, that both excluded employees and contractors or project management are assuming duties and responsibilities of the Facilities Supervisor position. The suggestion that janitors will supervise themselves as will the contractors, without the Employer supervising or overseeing the work, is simply not credible, argues the Union – especially given the

stewardship role of the Society over the heritage buildings. Further, capital projects for the theatres may be put on hold for the time being but they will occur in the future and the excluded managers and/or the Capital Regional District will oversee the projects.

The Employer would have me accept that there is no clear delineation between bargaining unit and management work in the Society, says the Union. The Union recognizes that there is a relationship and fluidity between bargaining unit positions and management positions. The Union acknowledges that there is also a history of the bargaining unit employees “pitching in” to address emergency repairs or undertake tasks to ensure that the productions continue and the workplace is safe for employees and patrons. The Union submits however the delineation is clear: “management is responsible for managing the buildings, setting the budgets, planning productions, and taking fiscal responsibility of the buildings and operations and bargaining unit employees are responsible for supervision and getting the work done to ensure the buildings are maintained, cleaned and repaired efficiently and cost effectively and productions are undertaken in a safe, efficient and cost effective manner”.

Article 2.02 clearly prohibits excluded employees from performing bargaining unit work except in three circumstances and Article 29.01 clearly states that “the Employer will not hire or permit to be hired any person who is not a member of the bargaining unit to perform work for which the Union is certified”. The Union contends that there is no ambiguity in the language and its plain and ordinary meaning should apply. To suggest that excluded staff transferred to the Facilities Supervisor position from the Technical Director’s role can now be resumed by excluded staff would be a violation of the Union security clauses found in Articles 1.02, 2.02, and 29.01.

Further, the alleged fiscal reasons for the elimination of the Facilities Supervisor position are questionable when one reviews the financial data entered into these proceedings, asserts the Union. The Union’s review of the data indicates a surplus in

2009 through 2012, a deficit only in years 2013 and 2014, and a small surplus in 2015. The Union recognizes that revenues have been declining since 2012. However, the capital funds of the two theatres have increased. The Union argues that the financial picture points to ongoing financial stability for the Society moving forward.

The Union does not dispute the challenges which the Executive Director referred to in his testimony and which the industry faces from one year to the next. Such challenges include the frozen operating subsidies, currency levels which preclude productions outside of Canada, changes in funding formulas and therefore changes in clients' ability to rent the two venues. It is these challenges which have led to the strategic planning third year recommendation (i.e., the Barlow Report) to invest in community relations and development, the creation of the Manager of External Affairs to perform this task, and the decision to revert to the pre-2010 approach regarding the repair and maintenance of the buildings and grounds which called for the elimination of the Facilities Supervisor's position.

The Employer's decision to eliminate a \$60,000 per year bargaining unit position (i.e., the Facilities Supervisor position) when it is clear that there are no dire financial circumstances facing the Society and without any consideration of other alternatives has amounted to a significant injury to the small bargaining unit of eight or nine members, so says the Union.

Article 27 outlines the management rights clause but such a clause is fettered by Articles 2.02 and 29.01. The Employer can therefore not assign the Facilities Supervisor's duties and responsibilities to excluded personnel nor contract out the duties and responsibilities. Since the decision to eliminate the supervisory role in facilities is not based on real fiscal data, the Employer has not exercised its management rights to the arbitral standard of reasonableness and has undermined the integrity of the bargaining unit by breaching the Collective Agreement provisions, says the Union. The

Union therefore submits that the Employer reinstate the Facilities Supervisor position to the bargaining unit and reinstate Mr. Gould to the position.

In the alternative, if I find that the Employer had the right to eliminate the Facilities Supervisor position the Union requests an order that the duties remain in the bargaining unit and a direction that the Employer provide new staff categories and negotiate a new job rate pursuant to Article 37 of the Collective Agreement. Further the Union requests that I not allow the return of some of the supervisory duties to excluded staff or the contracting out of the duties to the Capital Regional District or “any other contractor”.

The Union relies on the following to bolster its submission: *British Columbia Public School Employers Association (on behalf of School District No. 44 – North Vancouver) –and- British Columbia Teachers’ Federation (on behalf of North Vancouver Teachers Association)*, 2014 CanLII 38239 (Brown); *CHC Global Operations (2008) ULC v. Global Helicopter Pilots Association, Local 103*, 2016 CanLII 20558 (Hall); *Northwest Community College v Canadian Union of Public Employees, Local 2409*, 2013 CanLII 85971 (Germaine); *Fortisbc Inc. v International Brotherhood of Electrical Workers, Local 213*, 2010 CanLII 98862 (Glass); and *Western Forest Products v United Steelworkers, Local 1-1937*, (2013) CanLII 64305 (McPhillips).

The Employer

Over the past five years, the Employer has experienced a decline in the number of performances in the two theatres and has experienced a significant decline in revenues. This decline has led the Employer to undertake a number of cost saving measures to avoid running large deficits. One of these measures was the elimination of the Facilities Supervisor position. This decision resulted in the layoff of Richard Gould. The existence of a wage schedule or job classification scheme does not restrict

management's right to eliminate classifications, create new ones or assign duties from one classification to another. Further, Article 9.04 of the parties' Collective Agreement expressly recognizes the Employer's right to eliminate positions. Regarding an Employer's decision, the arbitral authorities mandate that the decision must be made in good faith: i.e., must be reasonable, made for valid business reasons, and without reference to considerations which are irrelevant. The Union has the onus to prove that the decision was made in bad faith. The awards utilized by the Employer in this regard are as follows: *Lake Country (District) and Central Okanagan (Regional District) Staff Association*, (2015) Carswell BC 4065 (Groves); *Shaughnessy Hospital Society v. Hospital Employees Union*, 30 L.A.C. (3d) 417 (Hope); and *University of British Columbia v. Canadian Union of Public Employees, Local 116*, (1996) Carswell BC 3812 (Hope).

The Employer notes that the issues in the two grievances are not clearly articulated and the Employer never refused to meet to discuss alternatives to the layoff – see the letter dated February 3, 2016 from Mr. Fitzsimonds to the Union's Secretary-Treasurer, Laurie Edmundson in which Mr. Fitzsimonds stated he “would be happy to meet with Union representatives to hear any new ideas or proposals in a second adjustment plan meeting”. The first adjustment plan meeting had occurred when the Union suggested a reopening of the Collective Agreement in order to find the cost savings needed to save Mr. Gould's position.

As for the financial data behind the decision to eliminate the Facilities Supervisor position, in the Employer's view it demonstrates that the number of performances and number of theatre usage days have declined by approximately 30% from 2011 to 2015. The same data indicates that revenues dropped by approximately \$400,000 between 2013 and 2015, necessitating comparable reductions in operating expenses.

Mr. Fitzsimonds testified that he had reduced expenses in other areas and had considered eliminating other positions in the bargaining unit, but these positions were

critical to the productions and he found that the only role which could be eliminated was the Facilities Supervisor position. It was also the evidence that Mr. Gould was expected to perform a wider range of duties when the position was first created but these duties never developed. Further, the evidence revealed that during Mr. Gould's ten month medical leave, Mr. Gould was not replaced.

The evidence indicated that Mr. Gould's role was defined by his "handyman" duties which have typically been performed by a variety of employees and/or contractors. With the exception of scheduling the two regular janitors and any necessary janitorial work, there was no evidence of any other work performed exclusively by Mr. Gould, asserts the Employer.

When Mr. Gould was asked about his typical day to day duties, Mr. Gould identified driving to stores to pick up supplies; letting contractors into the buildings; and overseeing capital projects. No one contested that none of these duties are currently being performed. No capital projects are currently budgeted or planned; supplies will be ordered by Janitors as they have always been; and will be delivered by the suppliers; and the contractors now have access to a swipe card to allow themselves into the buildings. The Front of House and Building/Facilities Manager testified that there were no increased hours for Janitors or contractors during Mr. Gould's medical leave.

As for the layoff of Mr. Gould, layoffs occur by department but he was the only employee in the Facilities Supervisor classification in the Janitorial Department. It was not feasible, according to the Employer, to layoff a Janitor or reduce the janitorial numbers. As a consequence, it was not possible to layoff the most junior position in the Department.

There are no bumping rights in the layoff process in the Collective Agreement. The Employer acknowledges that Mr. Gould had approximately sixteen years of seniority. However, the Union's failure to negotiate such protections for its members does not compel the Employer to agree to new language when an issue arises.

The Employer expresses it being "perplexed" by the Union taking issue with its layoff notice going directly to the employee involved. In the Employer's view, the Collective Agreement in Article 10.01 calls for the employee to receive notice commensurate with his or her seniority; whereas Article 10.03 requires the Union to be notified within seven days of all layoffs.

The Employer claims that it does not understand how Mr. Gould's rights have been abrogated. For example, there are no bumping rights but the Employer provided the opportunity for Mr. Gould to consider a janitorial position. According to the Employer, Mr. Gould declined. There is no language in the Collective Agreement which would give Mr. Gould an opportunity in any other department. There was no extrinsic evidence introduced in these proceedings to support that the parties intended that Union members in the event of a layoff had bumping rights or the right to displace members in other departments.

In response to the policy grievance, the Union has led no evidence to support that any member of management or any other person outside of the bargaining unit is performing bargaining unit work, or that the duties in any bargaining unit position have changed "significantly" following the layoff. Regarding the individual grievance, the Employer contends that the Union has led no evidence to support that anyone is performing work which had been performed exclusively by Mr. Gould with the exception of scheduling the two janitorial staff which the Grievor estimated took him two hours every month.

The Employer argues that the work performed previously by Mr. Gould is not being performed in the main by anyone. To a minor extent some work such as the scheduling has been re-assigned to other bargaining unit employees. The elimination of a position, and the redistribution of the work is a management right, says the Employer.

The Union has failed to demonstrate that management's decision to eliminate the Facilities Supervisor position was made in bad faith, says the Employer. In the Employer's view, the following evidence demonstrates that the decision was made in good faith:

- a) The position was one of the most recently created positions in the Theatres;
- b) The Theatres have experienced declining performances over the past 5 years and a resulting significant decline in revenues necessitating reductions in expenses;
- c) Management took other measures to reduce its expenses before eliminating the Facilities Supervisor position;
- d) Mr. Fitzsimonds considered other options before proceeding with his decision to eliminate the Facilities Supervisor position;
- e) Despite not being required to do so, management met with the Union and sought their input into alternate possible outcomes. Although the Union suggested that reduction in expenses could be achieved by re-opening bargaining early, it declined to provide examples of any reductions in expenses that could be achieved; and
- f) Mr. Gould was asked to consider taking a janitorial position but declined.

The Union complains that Mr. Fitzsimonds did not offer alternatives to the layoff. This allegation inverts the responsibility of the parties in such discussions, submits the Employer. It was for the Union to propose alternatives that Mr. Fitzsimonds may have overlooked. The only alternative offered was the re-opening of bargaining early.

The Union references management's decision to post for a new Manager of External Relations. Posting and filling the new position was also part of the Employer's strategy to increase revenues and decrease costs.

The Employer claims not to understand the Union's argument regarding "undermining the integrity of the bargaining unit".

The Employer agrees with the Union that the Employer must exercise its management rights to meet a standard of reasonableness – i.e., that there must be legitimate operational reasons for management's decisions. It is not required that the Employer must demonstrate that there were no other options available to it. The Union must show that the decision was made for an improper purpose. It failed to so indicate.

According to the Employer, the grievances before me must focus on whether there is any evidence that management has assigned work performed exclusively by the Facilities Supervisor to excluded employees and contractors. There has been no evidence in this regard.

The Employer claims that it is confused by the Union's concentration on the operating deficits. The Employer's evidence focused on the declining revenues and the need to cut expenses in order to avoid deficits. No weight should be placed on the Union's review of the audited accounting records. It could have called a qualified witness to perform such a review.

In summary, the Employer submits that the evidence demonstrated that the decision to eliminate the Facilities Supervisor position was made in good faith and with ample operational justification. Although Mr. Gould was laid off from a regular full time position, he had an opportunity to take a regular full time janitor position which he declined or to accept call outs for stage work from the hiring hall which he has

accepted on occasion. The Union has not met its onus to demonstrate that the Employer breached any Collective Agreement provision, or that any material change has occurred to any other bargaining unit position. For these reasons the Employer submits that the grievances be denied.

ANALYSIS & FINDINGS

In my analysis, I shall address the issues as presented by the Union. The Union says that the grievances are about the proper interpretation and application of the Collective Agreement with respect to two issues. As with any interpretive case I, like many arbitrators, am guided by the principles established in *Pacific Press and Graphic Communications International Union, Local 25-C*, [1995] B.C.C.A.A.A. No. 637 (Bird) – taken from *British Columbia Public School Employers' Association, supra*:

1. The object of interpretation is to discover the mutual intention of the parties.
2. The primary resource for an interpretation is the collective agreement.
3. Extrinsic evidence (evidence outside the official record of agreement, being the written collective agreement itself) is only helpful when it reveals the mutual intention.
4. Extrinsic evidence may clarify but not contradict a collective agreement.
5. A very important promise is likely to be clearly and unequivocally expressed.
6. In construing two provisions a harmonious interpretation is preferred rather than one which places them in conflict.
7. All clauses and words in a collective agreement should be given meaning, if possible.
8. Where an agreement uses different words one presumes that the parties intended different meanings.
9. Ordinarily words in a collective agreement should be given their plain meaning.
10. Parties are presumed to know about relevant jurisprudence.

ISSUE #1 - Interpretation and Application of the Seniority and Layoff Provisions in the Collective Agreement in the Event that the Elimination of Bargaining Unit Positions is Necessary

For ease of reference I have reiterated the seniority and layoff provisions of the Collective Agreement:

ARTICLE 9 - SENIORITY

- 9.01 Seniority for employees, other than casual stage employees, shall be based on the date of hire. In the event more than one employee has the same date of hire, seniority shall be determined by the order in which the employee's application was received.
- 9.02 Seniority for casual stage employees shall be determined by the Union.
- 9.03 No employee shall lose seniority when:
- (a) he/she is absent from work due to a bona fide illness, accident or injury;
 - (b) he/she is on any other leave that may be approved by the Employer;
 - (c) he/she is laid-off for less than twelve (12) consecutive months;
 - (d) he/she is on leave to attend to Union business.
- 9.04 On resuming employment as a result of 9.03, an employee shall be reinstated to their previous position or a comparable position if their previous position has been eliminated.

ARTICLE 10 - LAYOFF & RECALL

10.01 Layoff

- (a) In the event the Employer determines it necessary to lay off regular employees due to a lack of work, regular employees will be laid-off in reverse order of seniority within their department provided always that the employee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.

- (b) Regular employees shall receive a minimum of two (2) calendar weeks' notice. Employees who have completed three (3) continuous years of service shall receive additional notice of one (1) calendar week for each additional year of service to a maximum of twelve (12) weeks. Failure to provide notice shall result in equivalent compensation in pay.
- (c) If a lay off extends past twelve (12) months, it will be deemed to be a permanent termination.

...

10.03 The Union shall be notified in writing within seven (7) days of all layoffs and recalls.

Since this is the first layoff in the history of this bargaining unit and this particular Employer, and the language consists mainly of old language, none of the witnesses could speak to the parties' intent when the language was first agreed to. As a result, there is no extrinsic evidence in terms of negotiation history or past practice which can assist with an interpretation of the language. I am therefore left with a plain and ordinary reading of the language.

Simplistically my reading of the two provisions (Articles 9 and 10) calls for seniority to be calculated from date of hire for regular employees – which is the case for Mr. Gould. Article 9.01 makes that clear in the very first sentence of Article 9.01: “Seniority for employees, other than casual stage employees, shall be based on the date of hire.”

In terms of the layoff process there is little by way of process to be found in Article 10 other than a reference in Article 10.01 to layoffs taking place within departments in reverse order of seniority:

In the event the Employer determines it necessary to lay off regular employees due to a lack of work, regular employees will be laid-off in reverse order of seniority within their department provided always that the employee(s) remaining shall have the qualifications, experience, skill and ability to perform the work.

The Union asserts that the Employer inaccurately placed Mr. Gould alone in a Facilities Department. The reference to Facilities Department in the notice of layoff is inaccurate in my view and is as a result of the Employer often referring to the Building/Facilities role such as the one Ms. Johns holds and the supervisor role being entitled "Facilities Supervisor".

The language in the Collective Agreement is very clear as to how the departments are defined. The departments are clearly outlined in Appendix 1, the definitions section of the Collective Agreement. Appendix 1 identifies four distinct departments "for purposes of this Agreement: Box Office, Front of House, Janitorial and Stage". The phrase "for purposes of this Agreement" includes the layoff process. The preamble to Appendix 1 reads as follows:

Department: For the purpose of this Agreement, departments in general operations shall include Box Office, Front of House, Janitorial and Stage.

The phrase could just as easily be read as "for purposes of layoff" departments in general operations shall include Box Office, Front of House, Janitorial and Stage. In case there is any question about this, the unequivocal language in Schedule A places the Facilities Supervisor under the Janitorial Department. Schedule A lists the Facilities Supervisor as follows:

JANITORIAL EMPLOYEES
Facilities Supervisor

Janitor - Regular
Janitor - Casual

Mr. Gould was not the only employee in the Janitorial Department - there were two regular and two casual Janitors. Mr. Gould was the only one in the classification or staff category of Facilities Supervisor. However, the layoff process found in Article 10 of the Collective Agreement does not reference layoff by classification but references the layoff of the most junior employee in the department, not in the classification.

In *University of British Columbia, supra*, the University found itself in a similar circumstance. Budget cuts were being dictated as a result of provincial funding cuts. There was only one employee in a particular position and classification in the department. The University, thinking it would have the least impact on the department as a whole, eliminated the unique classification and laid off the senior employee in the department who held this one unique classification. However, the layoff language in the Collective Agreement spoke to department seniority and did not reference classification seniority.

Arbitrator Hope found that the elimination of the position was not in breach of the collective agreement. The decision was within the University's discretion and as such was subject to good faith and reasonableness. However, the layoff of the employee in question was in breach of the Collective Agreement since layoffs were determined by the reverse order of seniority within the department - i.e., the junior employee in the department. If the employee in the unique classification was qualified to perform the remaining work in the department Arbitrator Hope declared the employee should be allowed to claim the work. There were no bumping provisions in the collective agreement language at the University - as in the case before me. Arbitrator Hope explained that the process of a senior employee whose job has been eliminated claiming a junior job, which he or she is qualified to perform, does not mean

that this is a bumping process. It is a way to protect the seniority of an individual whose job has been eliminated – i.e., to claim work within the department being held by a junior employee. If the senior employee claimed the work, the least junior employee would then be placed on layoff and the provisions of the Collective Agreement would be met.

The circumstances of the case at the Royal McPherson Theatre Society are very similar to the case at the University of British Columbia and should be treated in the same manner – if I find that the decision to eliminate was appropriately made (as in issue #2). In the case at hand Mr. Gould was in a unique classification in the Janitorial Department as the Facilities Supervisor. He was also senior to one of the regular Janitors in the department, but instead of laying off the junior employee as dictated by the layoff language in Article 10 of the Collective Agreement, the Society laid off Mr. Gould.

However, when the Employer gave layoff notice to Mr. Gould, it also identified that there was an employee in the department who was junior to Mr. Gould. It therefore offered the job to Mr. Gould and thus unknowingly met the procedure outlined by Arbitrator Hope in *University of British Columbia, supra*. However, Mr. Gould declined to accept the job and chose to be dispatched from the Union hall instead. Mr. Gould explained during these proceedings that he thought the layoff was incorrect since he was a senior employee and that his position reported to the Front of House Manager so that is where he should be placed. I disagree.

In an awkward way the Employer has met its obligation to Mr. Gould by allowing him to claim the remaining position in the Janitorial Department for which he is qualified – the Janitor role. Since layoffs are to take place within a department and the Collective Agreement places the Facilities Supervisor in the Janitorial Department there is no connection between Mr. Gould and the Front of House Department. There

are no bumping rights in the Collective Agreement and hence the Employer is under no obligation to allow Mr. Gould to displace another employee in another department via a bumping process. The Collective Agreement language would have to be explicit in order for another department to be affected.

Further, the junior employee in the Janitorial Department should not be laid off if Mr. Gould declined to claim the role. The Collective Agreement has not been breached.

ISSUE #2 - Did the Employer Exercise its Management Rights Appropriately or did it Undermine the Bargaining Unit

Part I - The Exercise of Management Rights

The Union describes issue #2 as the larger issue in this case embodying not only a review of the exercise of the management rights clause but the Employer's obligation not to undermine the bargaining unit.

Article 27 of the Collective Agreement entitled Management Rights reads as follows:

- 27.01 Subject to the terms and conditions of this Agreement, the Employer has the exclusive right to manage and direct the working force within the bargaining unit.
- 27.02 The Union recognizes the right of the Employer to operate and manage its business in all respects in accordance with its commitments and responsibilities and that the locations of operations, the schedules, the processes and means of dealing with products, materials and equipment are solely the responsibility of the Employer.
- 27.03 The Employer may make rules and regulations governing the work environment and conduct of the employees. However, such rules

and regulations shall not be inconsistent with the terms of this Agreement and shall apply equally to all employees.

The exercise of management rights to organize and manage the workforce is only subject to the standard of reasonableness and whether the decision was made in good faith. The decision does not have to be the right decision. Such a right can only be fettered by clear language in a Collective Agreement. The decision can only be made for sound business reasons and not for reasons which would imply bad faith or as Arbitrator Groves stated in *Lake Country (District), supra*:

For it is Rose's [i.e. the Employer's] true intent that is at issue in these proceedings. This is because management rights articles in collective agreements contain the potential for abuse, and in order to ensure that the authority is not abused the arbitral authorities mandate that an employer's decision to eliminate a position be made in good faith, which means it must be reasonable, it must be made for valid business purposes, and without reference to considerations which are irrelevant to the question whether the position has become redundant.

(para 81)

In *Lake Country (District), supra*, the union's Local President's position was eliminated due to a "corporate restructuring". The union claimed that the restructuring was but a ruse to discharge the grievor. The grievor had been on leave for a month and the employer stated that "there was no apparent problem within the department in handling its workload". The leave had given the employer the opportunity to question the workload of the grievor and whether or not her position was redundant. As a result, the employer decided to eliminate the position in question.

There had been ongoing issues between the employer and the grievor which were dealt with in a disciplinary manner and the union contended that this was behind the decision to eliminate the grievor's position. Therefore, the decision was conducted

in bad faith. Arbitrator Groves reviewed the circumstantial evidence and determined that the reorganization was not used as a ruse to discharge the employee. The grievor was disciplined for other issues at the same time as the reorganization and this led to Arbitrator Groves becoming suspicious of the employer's motives, but in the end the arbitrator accepted the employer's evidence regarding the reorganization as more compelling. Hence the arbitrator dismissed the grievance.

In the case at hand, there is similar evidence from the Employer that they saw no increase in workload when Mr. Gould was on a ten month medical leave. This evidence was from Ms. Johns and Mr. Fitzsimonds. However, Mr. Morris was left with the task of overseeing the installation of the HVAC system so the same could not be said for Mr. Morris' experience. Having said that, no evidence was introduced in these proceedings to suggest that the relationship between Mr. Fitzsimonds and Mr. Gould exhibited animosity or even alluded to a motive foreign to the business decision to eliminate the Facilities Supervisor position. Bad faith typically needs to be pieced together from circumstantial evidence since an employer is not likely to admit that his or her business decision was based on anti-union animus of some sort or bad faith. There is no doubt that there were some job performance issues with Mr. Gould when Mr. Fitzsimonds commented upon the fact that the Facilities Supervisor position had not turned out as he expected. However, the evidence was more compelling that the supervisory position was one position that was easily expendable because it was not a core function of the Society's mission. Since the capital projects had been put on hold, it was more likely than not that there was currently no need for the supervisory role and the duties which needed to be done could easily be done by other members of the bargaining unit in the main.

Was the standard of reasonableness reached when the Employer decided to eliminate the Facilities Supervisor's role? The Union spent a lot of time in its submission and in these proceedings trying to discredit the financial data produced by

the Employer. To the Employer it was very simple. Declining revenues, which the data demonstrated were being incurred since approximately 2012, would ultimately result in a large deficit. As a consequence, the Employer took certain measures such as not replacing the Finance Manager; closing the McPherson Playhouse in the summer months; reducing the box office hours; and hiring an External Affairs Manager who could help to engage the community and turn the finances around.

The Employer is correct that the Union would have to prove bad faith in the Employer's decision making process for a breach to be declared. In its submission, the Union on the one hand recognizes the challenges that the Employer faces but on the other hand claims that bad faith was demonstrated by the hiring of the External Affairs Manager and the elimination of the Facilities Supervisor position without any consideration of other alternatives. This has resulted, in the Union's submission, to severe injury to the small bargaining unit and hence undermined the integrity of the bargaining unit.

However, the Employer did take other measures such as those identified above and Mr. Fitzsimonds' unchallenged evidence was that he did consider the elimination of other positions but the other positions were involved in the core function of the theatres. Even the hiring of the External Affairs Manager related to the necessity to increase the Society's profile in the various communities and hence increase revenues.

I therefore find that the Employer exercised its management rights to eliminate the Facilities Supervisor's role. It may not have been the right decision but its decision was made for sound business reasons and exercised in good faith.

Part II – Was the Integrity of the Bargaining Unit Undermined?

Regarding the Employer's obligation not to undermine the integrity of the bargaining unit, the Union refers to *Fortisbc Inc., supra*, in which there were two very similar positions in two different bargaining units – one in the International Brotherhood of Electrical Workers' ("IBEW") bargaining unit entitled the Senior Dispatcher and the other in the Canadian Office and Professional Employees' Union ("COPE") bargaining unit entitled Dispatch Coordinator. The incumbent in the Senior Dispatcher position left the dispatcher role and the Employer decided to eliminate the IBEW position and replace it with the COPE Coordinator position. The issue was whether or not filling an historically held IBEW bargaining unit position with a non IBEW bargaining unit position was undermining the IBEW bargaining unit. Arbitrator Glass' view in *Fortisbc, supra*, was that "the existence of a dual role shared between two different bargaining units is not fatal to the existence of protected bargaining unit work." There was no job security provision in either Collective Agreement. The Union in the *Fortis BC* case submitted that it was not a valid response on the part of the Employer to write a modified job description and assign it to the COPE bargaining unit. Arbitrator Glass found, as have many others where work is shared between bargaining unit members and others outside the bargaining unit, that there is still room to protect the Union's share of the work. As Arbitrator Ready stated in *J.S. Jones Timber Ltd. and IWA 93, LAC 4th 72*:

Suffice to say, an arbitrator must carefully assess the impact of a transfer of work on the integrity of the bargaining unit and the collective agreement. Special attention must be paid to the nature of transferred work, and whether the disputed functions go to the core of the bargaining unit.

Following this line of reasoning, Arbitrator Glass found that the Senior Dispatcher position in the *Fortis BC* case was closely tied to the functions that lay at the

core of the bargaining unit. He therefore found that the elimination of the Senior Dispatcher position from the IBEW bargaining unit was a breach of the collective agreement. Arbitrator Glass speaks to the overlapping of duties as follows in order to provide some guidance in cases such as the one before me. The arbitrator writes:

...when the reassignment of overlapping duties occurs on a “fluctuating and day to day basis” without any obvious impact on job security, the employer will likely succeed in a dispute of this nature. However, where the realignment of duties does injury to a historical level of participation by bargaining unit members which is easily identified, then this will likely be treated as undermining the integrity of the bargaining unit.

In summary, the employer eliminated a position which had historically been held by an IBEW member involving work customarily done by the person in that position, and transferred the work out to a position in the COPE bargaining unit.

In the case at hand the supervisory position had not existed nor been in the bargaining unit until its creation in 2010. Prior to its creation, the Technical Director or someone at that level of management had held the role but could not devote much time to the role, given his other duties – based on the evidence of Mr. Morris. The reason the others did not fulfill the role is because the janitorial function had been secondary to the core role of the theatres – i.e., to put on productions of various kinds. The Union argued that the facilities function was core to the stewardship role the Employer played in the preservation and maintenance of the heritage buildings and assisted in more cost effective productions. Although it was an important role, it was not the primary or core function of the Society, according to Mr. Fitzsimonds. I accept that argument. I therefore find that the Employer has not abrogated the Collective Agreement and undermined the integrity of the bargaining unit by the reassignment of the supervisor’s duties.

I will caution the Employer however that it should be mindful in its assignment of duties not to breach Article 2.02 which outlines the circumstances under which excluded personnel can perform bargaining unit work as follows:

2.02 The following positions of:

Executive Director
 Technical Director
 Manager of Client Services
 Finance Manager
 Box Office Manager
 Front of House and Building/Facility Services Manager
 Systems Administrator
 Accountant
 Financial Assistant
 Administrative Assistant

are excluded from the bargaining unit and may not perform bargaining unit work, except:

- (a) For the purposes of instruction;
- (b) In cases of unforeseen staff shortages;
- (c) In response to emergency, security or safety.

The Employer spent a lot of time in these proceedings suggesting that there were not many duties which the Facilities Supervisor exclusively performed since most of his duties were shared. The Employer's review of the duties list suggested that contractors and Janitors would work on their own and have no overseer or supervision in place. The Union did not find that credible nor do I. I understand that Janitors and contractors work fairly independently with little supervision but their work needs to be reviewed at various times. Within the organization someone needs to be accountable for such work.

Should the work be assigned to other bargaining unit members, the Employer and the Union need to review the duties that the bargaining unit members assume and

the appropriate rate of pay needs to apply in accordance with Article 37 of the Collective Agreement.

CONCLUSION

Since the Collective Agreement calls for layoffs to take place within a department in the reverse order of seniority and the Grievor was offered the junior Janitor position in the Janitorial Department and declined to accept the role, there has been no breach of the Collective Agreement. Further, the decision to eliminate the Facilities Supervisor position meets the reasonableness standard and bad faith has not been substantiated. The Facilities Supervisor's duties were not at the core of the bargaining unit. Hence the integrity of the bargaining unit has not been undermined. The Collective Agreement has not been breached. The grievances are dismissed.

Although there are no breaches of the Collective Agreement, this award has highlighted the inadequacies of a number of Collective Agreement provisions, including the layoff language. In the event that the parties have to apply that language again, their time would be best served to agree to layoff language now which better suits their needs in the future.

I remain seized of any issues which arise from the implementation of this award.
Dated this 27th day of March, 2017 in the City of Vancouver, British Columbia.



IRENE HOLDEN, Arbitrator