



**RE: An application brought pursuant to section 71 and 88(2) of the *Labour Relations Code* by AlumaSafway Inc. affecting Certain Employees of AlumaSafway and United Brotherhood of Carpenters and Joiners of America, Local Union No. 1325 – Board File No. GE-08829**

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## **FINDINGS AND DIRECTIVES**

### **Preamble:**

Whereas on August 24, 2022, AlumaSafway Inc. (the “Employer”) filed an application with the Alberta Labour Relations Board (the “Board”) alleging a violation of section 71 of the *Labour Relations Code* (the “Code”) by Certain Employees of AlumaSafway who are scaffolders employed by the Employer and represented by the United Brotherhood of Carpenters and Joiners of America, Local Union No. 1325 (the “Union”) under the General Presidents Maintenance Agreement (the “Employees”) (the “Application”);

And Whereas the Application is in respect of alleged threats of cessation of work, refusal to work, or refusal to continue to work; and alleged actual cessation of work, refusal to work, or refusal to continue to work; by Employees in respect of overtime;

And Whereas this matter was scheduled for hearing before a panel of the Board on August 25, 2022 at 10:00 am, at which time the Board afforded the parties, including the Union as well as an affected employee of the Employer, an opportunity to be heard on the matters set out in the Application.

## **FINDINGS**

### **Therefore the Board makes the following findings:**

1. The Employer and the Union are parties to a collective agreement, the General Presidents Maintenance Agreement (“GMPA”), which is in force and applies to employees of the Employer (including the Employees) working at Suncor Inc. sites, Syncrude-Mildred Lake, and CNOCC Long Lake Site.
2. An anonymous letter was circulated to the Employees suggesting that Employees collectively refuse to work overtime shifts for the purpose of compelling incentives from the Employer, including improvements in compensation or working conditions, starting on Monday, August 22, 2022.
3. Starting on August 22, 2022, the Employees have refused to work overtime, such that no employees agreed to work overtime, including for upcoming overtime shifts, which the evidence establishes is a significant decline from normal circumstances. The evidence before the Board leads the Board to the inference that such refusal is a concerted act by

the Employees acting in concert for the purpose of compelling the Employer to agree to terms and conditions of employment.

4. The Board finds the anonymous letter, and the Employees' concerted refusal to accept overtime shifts for the purpose of compelling the Employer to agree to terms and conditions of employment, constitutes an illegal threat of an illegal strike pursuant to section 71, and the Board declares that these Employees have threatened an illegal strike contrary to that provision.
5. The Board finds the Employees' concerted refusal to accept overtime shifts for the purpose of compelling the Employer to agree to terms and conditions of employment, which constitutes a refusal to work, to be an illegal strike under s. 71 of the *Code*, and the Board declares that these Employees are engaged in an illegal strike contrary to that provision.

### **DIRECTIVES**

**Therefore, the Board makes the following Directives under section 86 of the Code:**

6. Employees (that is, as defined above, scaffolders employed by the Employer and represented by the Union under the GMPA) have threatened an illegal strike, or committed acts the reasonable and probable consequence of which is others will engage in an illegal strike, contrary to section 71 of the *Code*.
7. Employees shall cease and desist from threatening or committing acts the reasonable and probable consequence of which are that others, in particular other Employees, will engage in an illegal strike.
8. Employees must not engage in any future collective effort to withdraw services from the Employer as a means of applying pressure to affect changes to terms and conditions of employment, except where a strike is permitted under the *Code*.
9. Certain Employees who were at work at the Suncor Site Project on August 22, 23 and 24, 2022 did engage in an illegal strike contrary to section 71 of the *Code*.
10. All Employees must refrain from further breaching the requirement not to strike during the currency of the GPMA collective agreement.
11. The Union is directed to post a copy of these findings and directives on all relevant notice boards (or equivalent locations) at its offices where this might come to the attention of its members who are Employees, and on its website.
12. The Employer is directed to post copies of these findings and directives in a location or locations at or near its workplace(s) where they are most likely to come to the attention of affected individuals. These copies must remain posted for a period of 90 days.
13. The Board shall email a copy of these findings and directives to [suncorscaffolders@gmail.com](mailto:suncorscaffolders@gmail.com).

14. Service of these findings and directives as set out above shall be good and sufficient service of these findings and directives pursuant to the Code and the Board's Rules of Procedure.
15. Further to the Employer's request under section 88(2) of the *Code*, the Board shall forthwith file these Directives with the Alberta Court of Queen's Bench. Once filed, the Directives will be enforceable as an Order of the Court. Violation of a court order can result in civil or criminal penalties including contempt of court.

ISSUED and DATED at the City of Edmonton, in the Province of Alberta this 25<sup>th</sup> day of August, 2022 by the Alberta Labour Relations Board and signed by its Vice-Chair.

Jeremy D. Schick, Vice Chair