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Ontario Labour Relations Board

HIGHLIGHTS

Editors: Voy Stelmaszynski, Solicitor
Leonard Marvy, Solicitor

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Alternate Chair

The Board is pleased to announce the appointment of **Brian McLean** as Alternate Chair, and takes this opportunity to thank **Diane Gee** for her tireless and instructive contributions in that role. Ms Gee remains Chair of the Pay Equity Hearings Tribunal, and a Vice-Chair at the OLRB.

Information Bulletin No. 9

PLEASE TAKE NOTICE that Information Bulletin No. 9 [**Resolving Disputes in Certification Applications in the Construction Industry**] has been revised to clarify that hearings are generally scheduled at the Case Management Hearing; and to restore two paragraphs which were inadvertently left out when the Board revised the old Bulletin (see Part V: Hearing). A copy of the September 2012 iteration of Information Bulletin No. 9 is attached.

Scope Notes

The following are scope notes of some of the decisions issued by the Ontario Labour Relations Board in September of this year. These decisions will appear in the September/October issue of the OLRB Reports. The full text of recent OLRB decisions is now available on–line through the Canadian Legal Information Institute at www.canlii.org.

Employment Standards – Employee – Status – The applicant sought review of the Officer's refusal to issue an order to pay unpaid wages, having found the applicant was not an employee, but an independent contractor within the meaning of the Act – Although the applicant had not signed a standard form contract which would have declared him to be an independent contractor, that fact was not dispositive of the issue – Rather, the Board found there were seven factors in the particular circumstances of this case that supported a finding the applicant was in business on his own account and was thus an independent contractor: (1) he retained significant independence; (2) he provided his own vehicle, which was the most fundamental "tool" as a pizza delivery driver, and he was responsible for all its expenses; (3) he was not required to work any particular shift; (4) supervision of how he worked was minimal to non-existent; (5) the distribution of shifts and orders was almost entirely left to the drivers to sort out; (6) he chose the routes to particular customers' homes, and did not necessarily follow the route recommended by the employer; and (7) there were no restrictions concerning his ability to work for anyone else – Application dismissed

6701141 CANADA LTD. OPERATING AS PIZZA HUT; RE THOMAS NASSAB; RE DIRECTOR OF EMPLOYMENT STANDARDS; OLRB File No. 3590-11-ES; Dated September 24, 2012; Panel: James Hayes (5 pages)

Employer - Interim Order – LIUNA 183 sought an interim order for the payment of wages to four workers, pending the resolution of a certification application and unfair labour practice complaint – The four workers, originally employed by Maximum at a worksite operated by BDC through a contracting arrangement between the companies, were discharged by BDC following LIUNA 183's application for certification for a bargaining unit of BDC employees – BDC subsequently asked for the workers to be reinstated, and for the original employment arrangements to be resumed – Maximum did not notify the employees, but the union was able to have them returned to work – BDC attempted to pay the employees by forwarding a cheque to Maximum (per the original contract) – Maximum refused to pay the employees – The Board found that neither responding party offered valid or even plausible explanations for the non-payment to the workers – Furthermore, the interim order was clearly brought within the context of an organizing campaign and the identity of the proper payor was a serious issue to be tried – The irreparable harm to the workers was patently obvious, and the failure to pay the workers appeared to be directly related to their exercise of rights under the Act – The responding parties were ordered to pay the workers their wages owing, as well as all future earnings until their employment is terminated – Interim Relief granted

BDC BULL DOZER CONSTRUCTION LTD. AND MAXIMUM CONSTRUCTION SERVICES; RE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183; OLRB File No. 1625-11-M; Dated September 6, 2012; Panel: David A. McKee (10 pages)

Construction Industry Grievance – Damages – The Board in an earlier proceeding found the responding party had violated the subcontracting provision of its collective agreement with the applicant – The responding party subcontracted to Protectron through a purchase order which contained the express provision that Protectron was to "provide unionized labour only" – Protectron began the work using non-union labour, and the responding party took back the work and instead performed it with its direct, unionized employees – Protectron, disapproving of the responding party's response, went directly to the Hospital to obtain the work – Protectron was successful and the Hospital deleted the electrical security systems work from the responding party's contract – The issue in this phase of the grievance was the quantification of the applicant's damages, if any – The Board found the applicant was not entitled to any damages from the responding party because the subcontract to Protectron was not the cause of the applicant's loss – The Board held it will look to see whether the damages arose so necessarily and directly from the employer's breach that it was necessary to grant compensation – More specifically, the Board will award damages for a subcontracting violation where the subject employer had control of the work, but it will not award damages where the employer does not – In these circumstances, the applicant's loss arose from an independent event, namely Protectron's intervention to the Hospital, and not from the responding party's violation of the collective agreement – Indeed, the responding party no longer had any control over the electrical security systems work when that work was performed on a non-union basis – Applicant's request for damages dismissed

C & M ELECTRIC LTD.; RE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 586; OLRB File No. 0311-12-G; Dated September 11, 2012; Panel: Jack J. Slaughter (7 pages)

Bargaining Unit – Certification - Construction Industry – Practice and Procedure – Termination – The applicants sought certification pursuant to section 158(2) of the Act to represent bargaining units of construction labourers and operating engineers in specified Board Areas for all sectors of the construction industry other than ICI – The applicants were attempting to displace the intervenor, who held bargaining rights for all employees, including construction labourers and operating engineers, employed by the responding party – The issue was the appropriate bargaining unit – The applicants argued that, despite their application to "carve out" a subset of the intervenor's bargaining rights, the bargaining unit was deemed appropriate under section 158(2) and the Board was not required to find the *most appropriate* bargaining unit – The responding party and the intervenor argued that the applicants in such a displacement application must take the bargaining unit as they find it, submitting that the Board's approach to bargaining unit descriptions in a displacement application was an exception to section 158(2) – The Board held that the applicants must adduce their evidence first, since they knew on what facts they wanted to rely in order to show why the Board should depart from its displacement policy – With respect to the merits, the Board found that the applicants' bargaining unit was deemed to be appropriate under section 158(2) and that the applicants were entitled to "carve out" the proposed bargaining unit – The applications raised two distinct Board policies that might appear in conflict: the first is that the Board seeks to determine whether the applicant's proposed bargaining unit is appropriate, rather than attempting to determine the most appropriate bargaining unit; the second is that the Board in a displacement application normally finds the existing bargaining unit to be the appropriate unit – The Board found that those two policies were not inconsistent – Rather, the Board's approach in a displacement application was an *exception* to its usual practice of accepting the applicant's proposed bargaining unit, if appropriate, even if it was not the most appropriate bargaining unit – In these circumstances, the Board's displacement policy did not preclude the applicants from seeking to represent the employees in the bargaining units that they proposed – Matter continues

EXPERCOM TELECOMMUNICATIONS INC.; RE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 247; RE LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 527; RE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 793; RE PORT PERRY EMPLOYEES ASSOCIATION OLRB File No. 3450-11-R; 3451-11-R; and 3481-11-R; Dated September 25, 2012; Panel: Harry Freedman (19 pages)

Construction Industry Grievance – The IBEW grieved the assignment of electrical lighting upgrade work to a non-union contractor, arguing that the work at issue was construction and not maintenance – The Board considered the reasons for the work: (1) to save energy, as well as energy and maintenance costs; (2) to reduce inventory; (3) to comply with recent government regulations and industry standards; and (4) to obtain rebates and incentives for energy savings – The Board distinguished the recent ruling in *Electro Instal* and found that the wholesale replacement of a considerable number of components and fixtures, as well as the addition of new reflectors, produced an "alteration" of the lighting system to bring the work within the definition of construction – The system can now create the same amount of illumination using half the energy, and can operate twice as long for the same amount of electricity – Grievance allowed

JOHNSON CONTROLS LTD.; RE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1687; OLRB File No. 4003-11-G; Dated September 17, 2012; Panel: Diane L. Gee (11 pages)

Employment Standards – Discharge – Wilful Misconduct – The employer sought review of an order to pay termination pay and unpaid wages to a former employee who worked and lived on the employer's farm as a labourer – The employee had signed an agreement to pay any hydro costs in excess of $100 per month while residing on the employer's farm and to have such an amount deducted from his pay – As required by Section 13(5) of the ESA, the authorization provided a formula from which a specific amount could be calculated – The deduction from wages was upheld but the amount was varied – On the termination issue, the Board found the employee had engaged in wilful misconduct by being rough with the employer's cows and destructive to the farming equipment and machinery – In addition, the employee was abusive to the employer's spouse – The Board stated that the test was whether the behaviour was so egregious that the employer could not be expected to permit the employee to work during the notice period; in other words, was the employee's presence in the workplace during the notice period "untenable"? – The Board found the employee's aggressive and inappropriate conduct on the farm made it unreasonable to have expected the Employer to permit him to work out his notice period – The employee was not entitled to termination pay – Order to Pay varied

MAPLEHURST FARMS LIMITED O/A MAPLEHURST FARMS; RE KEVIN SAYEAU; RE DIRECTOR OF EMPLOYMENT STANDARDS; OLRB File No. 2449-11-ES; Dated September 7, 2012; Panel: Ian Anderson (6 pages)

Certification – Unfair Labour Practice – UNITE HERE complained that Novotel had interfered with its organizing campaign in four ways: (1) departmental "roundtable discussions" amounted to captive audience meetings during which the employer made threats to the employees' job security; (2) the virtual lay-off of the union's main organizer was meant to send a message to employees; (3) Novotel's practice of encouraging employees to report union activity amounted to surveillance and prevented employees from expressing their true wishes about the union at the vote; and (4) Novotel's provision of false or misleading information to employees equally precluded the employees from revealing their true wishes at the vote - The Board heard no direct evidence that Novotel directed, asked or encouraged employees to inform on their co-workers; management listened to the reports and kept track of them, but there was no evidence that employees knew of the information gathering – The Board found that Novotel generated false or misleading information regarding the employees' ability to retain their family doctors, or their ability to continue participating in the hotel's RRSP programs; although there was ample time between the dissemination of this information and the representation vote for the union to correct the misinformation, the union failed to do so; nonetheless, Novotel's conduct violated the Act - The employer's witnesses gave conflicting testimony regarding the diminution of the organizer's hours, and the concomitant creation of two full-time positions, neither of which was offered to the more senior employee/organizer – The Board found it was patently evident to all Novotel staff that the employee at issue was the chief organizer – Novotel was unable to persuade the Board that its conduct with respect to this employee, and the shift creation/changes was free of anti-union animus – Finally, the Board found that the employer's various discussions of job security, taken individually, might not cross the lines of free speech, but cumulatively constituted coercion, undue influence and interference – Remedial certification ordered – Compensation for the discharged organizer, equivalent to her weekly hours of work, from her last day of work to the date of the decision

NOVOTEL CANADA INC.; RE UNITE HERE; RE ACCOR CANADA INC.; RE NOVOTEL MISSISSAUGA O/A HOTEL NOVOTEL TORONTO MISSISSAUGA CENTRE; OLRB File No. 0357-09-R; and 0359-09-U; Dated September 27, 2012; Panel: Brian McLean (43 pages)

The decisions listed in this bulletin will be included in the publication Ontario Labour Relations Board Reports. Copies of advance drafts of the OLRB Reports are available for reference at the Ontario Workplace Tribunals Library, 7th Floor, 505 University Avenue, Toronto.

Pending Court Proceedings

Case name & Court File No.	Board File No.	Status
Vito Tarantino Ltd. Divisional Court No. 363/12	0356-12-R	Pending
OSMWRC, et al Divisional Court No. 363/12	0784-05-G	Pending
2130869 Ontario Ltd. Divisional Court No. 359/12	3518-11-R and 3519-11-G	Pending
Albert Tsoi v. UNITE HERE Divisional Court No. 330/12	3908-09-U	Pending
Ontario Sheet Metal Workers' and Roofers' Conference, et al (Flynn) Divisional Court No. 325/12	2730-11-JD	Pending
IBEW, Local 894 Divisional Court No. 321/12	3174-09-U	Pending
EllisDon Corporation Divisional Court No. 310/12	0784-05-G	Pending
EllisDon Corporation Divisional Court No. 309/12	2076-10-R	Pending
Thomas Fuller Construction et al Divisional Court No. 12-1832 **Ottawa**	1056-11-R	Week of Jan 28/13
Alliance Environmental Divisional Court No. 200/12	0854-10-R	October 15, 2012
Hassan Hasna Divisional Court No. 83/12	3311-11-ES	Pending
Landmart Building Corp. Divisional Court No. DC 12-346JR **Hamilton**	2519-11-R	Pending
Total Mechanical Systems Divisional Court No. 17/12	4053-10-R	Pending
Aragon (Hockley) Development (Ontario) Corporation Divisional Court No. 595/11	2781-09-R	Pending
C.W. Smith Crane Services v. IUOE Local 793 Divisional Court No. 513/11	3894–09–G	Pending
Swift Railroad Contractors Divisional Court No. 400/11	0039–06–U 0139–06–R	Pending
René Gagné v. Algoma University College Faculty Divisional Court No. 11–1764 **Ottawa**	0460–10–U	Pending
Greater Essex County District S.B. Divisional Court No. 403/11	1004–08–M	October 3, 2012
John McCredie v. OLRB et al Divisional Court No. 1890/11 **London**	1155–10–U	Pending
Dr. Peter A. Khaiter v. OLRB et al Divisional Court No. 213/11	0816–10–U 0817–10–U	Pending
Dean Warren v. National Hockey League Divisional Court No. 587/10	2473–08–U	December 7, 2012
Richard Hotta (Proteus Craftworks) v. Mahamad Badiuzzaman, et al Divisional Court No. 613/10	1953–07–ES	Dismissed Sept. 25/12, Reasons to follow
Mr. Shah Islam v. J. Ennis Fabrics Divisional Court No. 506/10	1786–09–ES	Dismissed Jun. 4/12; Reasons to follow
Greater Essex Catholic District S.B.	3122–04–G	Seeking leave to

Case name & Court File No.	Board File No.	Status
Supreme Court No. 34992		SCC
John McKenney v. Upper Canada District S.B. Court of Appeal No. M41065 **Ottawa**	2687–08–U	Dismissed Feb. 3/12; Seeking leave to appeal to C.A.
Dr. Peter A. Khaiter v. OLRB et al Divisional Court No. 383/10	0290–08–U 0338–08–U	Pending
Independent Electricity System Operator v. Canadian Union of Skilled Workers, LIUNA et al Supreme Court No. 34915	3322–03–R 2118–04–R	Seeking leave to appeal to SCC
Pro Pipe Construction v. Norfab Metal and Machine Divisional Court No. 408/09	2574–04–R	Pending
Blue Mountain Resorts v. MOL Court of Appeal No. C54427	1048–07–HS 0255–08–HS	September 27, 2012 Heard, reserved
Roy Murad v. Les Aliments Mia Foods Divisional Court No. 291/09	1999–07–ES	Pending
Greater Essex County District School Board v. IBEW, Local 773 et al Court of Appeal No. C55503	1776–04–R et al	November 8, 2012
Dr. Peter A. Khaiter v. OLRB et al Divisional Court No. 431/08	4045–06–U et al	Pending

ONTARIO LABOUR RELATIONS BOARD
INFORMATION BULLETIN NO. 9

Resolving Disputes in Certification Applications in the Construction Industry

This Information Bulletin describes how the Board deals with disputes of any sort, including "status disputes," in the context of construction industry certification applications.

The Bulletin revokes and replaces Information Bulletin No. 9 (Status Disputes in Certification Applications in the Construction Industry, March 2010). For a description of the certification process in the construction industry, please also read Information Bulletin No. 6 (Certification of Trade Unions in the Construction Industry).

"Status disputes" typically involve a disagreement as to whether certain individuals:

- were employed by the responding party on the application date;
- performed work of the applicant trade union for a majority of their time on the application date;
- exercised managerial functions; or
- were dependent or independent contractors.

Status disputes arise in two ways. The first way is when the union elects to have its application dealt with under section 128.1 of the Act (card-based certification) and the parties cannot agree on whether certain individuals should be on the "employee list." The second way is when the union elects to have its application dealt with under section 8 of the Act (vote-based certification) and the parties cannot agree on the "voters list" or, where the employer gives notice to the Board under section 8.1 of the Act (employer's disagreement with union's estimate of members in proposed bargaining unit), the parties cannot agree on whether certain individuals should be on the "section 8.1 list."

Other disputes arise in a variety of ways and are set out in the response or subsequent correspondence of the parties. These can include the timeliness of the application, the proper identity of the employer, trade union status, bargaining unit appropriateness, conflict with a subsisting collective agreement, and other issues.

This Bulletin outlines the Board's processes for resolving disputes in certification applications in the construction industry. It does not describe the Board's procedures with respect to disputes in certification applications outside of the construction industry. Please refer to Information Bulletin No. 4 – Status Disputes in Certification Applications (Non-Construction) for information on those procedures.

I. <u>IDENTIFICATION OF LEGAL AND FACTUAL ISSUES IN DISPUTE</u>

<u>Card-based: s. 128.1</u>

Status Disputes

Where there is a dispute about the person listed (or not listed) on the employee list, the union will be directed by way of a Board decision to deliver to the employer and file with the Board, **no later than five (5) days from the date of the Board's decision,** a statement simply challenging any names on the Schedule A that normally accompanies the employer's Response. In the event the Union wishes to make additions to Schedule A, it may also do so but must include the reasons for such additions and all the basic facts upon which it relies (including, for example, *where* the individual sought to be added was working and *what* the individual was doing). The Board's decision will direct the employer to deliver to the union and file with the Board a statement of its position in reply to each of the union's challenges (including any of the union's proposed additions), together with reasons for such position and the basic facts upon which it relies, including at least where the individual was working and what the employer asserts the individual was doing) **within ten (10) days of that decision**. Together with this the employer is expected to produce copies of all relevant documents concerning the individuals in dispute (including payroll records, time sheets, invoices, cheques, etc). Within a further five (5) days (that is, **within fifteen (15) days of the Board's decision**), the Union must file its response to the Employer's position, with the reasons for such positions, including the facts upon which it relies (to the extent it has not already done so), together with any relevant documents that the union relies on. **Once the union has filed its statement of challenges and additions, neither party will be permitted to add to, or delete from, the list without agreement of the parties or leave of the Board.** A Case Management Hearing will be scheduled before a panel of the Board to begin the adjudication of the dispute. There will be no Regional Certification Meeting.

<u>Vote-based: s.8</u>

Status Disputes

Where there is a dispute about whether certain individuals should or should not be on the voters list and/or on the section 8.1 list, each party must identify in writing, no later than the conclusion of balloting on the day of the representation vote, those individuals whose inclusion on the list(s) it is challenging. Challenges to individual voters must be raised with the Labour Relations Officer conducting the vote before the individual casts his/her ballot. Challenges that are made after the conclusion of the balloting will not be considered except with leave of the Board. In addition, in the interests of fairness and finality, parties cannot raise issues about the list(s) to which they have earlier agreed.

Parties (including individual workers) are given **five (5) days after the vote** (that is, normally 7 days after the Board's decision directing the taking of the vote) in which to make submissions in writing about the vote. The reasons for challenges to any ballot that was cast and sealed, and the basic facts in support of the challenges, must be delivered to the other parties and filed with the

Board within **the same five (5) day period** (normally 7 days after the Board's decision directing the taking of the vote).

Any party wishing to file a response to the challenges may do so within a further five (5) days (that is, 12 days after the Board's decision ordering the vote).

A Case Management Hearing will be scheduled before a panel of the Board to begin the adjudication of the dispute**.** There will be no Regional Certification Meeting.

Other Issues

If there are issues other than status disputes to be litigated in the application for certification, they must be fully pleaded **within fifteen (15) days of the initial date of the Board decision** (in the case of an application under section 128.1—card-based) or **fifteen (15) days of the date of the representation vote** (where one is held), in the case of an application under section 8 (vote-based). In either case, the submissions must include substantial particulars of the facts on which the party raising the issue(s) relies and a statement of the legal issues that party wishes to argue.

A Case Management Hearing will be scheduled before a panel of the Board to begin the adjudication of the dispute(s)**.** There will be no Regional Certification Meeting.

II. MANDATORY PROVISION OF PARTICULARS AND DISCLOSURE OF DOCUMENTS

In the event that either party is not satisfied with the particulars or production furnished by the other party with respect to the status disputes or any other issues, within five (5) days of the receipt of the other party's last submission, each party is required to advise the other of all the documents it seeks to have produced and all of the additional factual particulars that it wishes to have pleaded. The other party is required to respond as fully and completely as possible **within five (5) days of receiving the request** (that is, within 25 days after the Board's decision). If a party objects to producing documents it must set out its reasons in writing and provide them to the other parties and the Board within that 5-day time frame.

III. SETTLEMENT DISCUSSIONS

While the Board will no longer be conducting Regional Certification Meetings, mediation still remains a significant component of the Board's process and the parties are encouraged to avail themselves of that process whenever it appears that settlement of some or all of the issues is possible, by contacting the Manager of Field Services. A settlement meeting with a Labour Relations Officer may be scheduled where appropriate. If a party seeks the assistance of a Board Officer to pursue partial or complete settlement discussions, the Board will accommodate that request. The purpose of such a meeting is to attempt to resolve, or at least narrow, the issues in dispute between the parties. Scheduling of settlement discussions will be undertaken independent of the scheduling of the Case Management Hearing, but the Case Management Hearing will not be delayed to make the settlement discussions/meetings possible.

Documents disclosed to a Labour Relations Officer prior to, or during, settlement discussions have not been filed with the Board and do not become evidence before the Board until formally entered into evidence at the Hearing.

IV. CASE MANAGEMENT HEARING

A Case Management Hearing will be held in Toronto. Notice of the time and date of the Case Management Hearing will be sent with the Confirmation of Filing. **A Case Management Hearing is not a pre-hearing conference.** It will generally be conducted by a panel of the Board **on the Wednesday of the fifth week after the date of the Board's initial decision.** The purpose of the Case Management Hearing is either to resolve as many issues in dispute as possible or to direct how they will be litigated before the Board in an appropriate and expeditious manner. Parties are expected to attend the Case Management Hearing with and ready to produce all relevant documents (if they have not already done so). Any further production issues should have already been raised and will be determined by the panel at the Case Management Hearing.

It is expected that in most cases the Case Management Hearing will be conducted in less than two hours, with the same panel conducting several hearings during the course of one day. However, lengthier Case Management Hearings may be scheduled by the Board where the circumstances warrant.

After hearing from the parties, the panel will determine the scheduling of the hearing on the merits, which may include the manner in which the hearing will be conducted, in what portions or segments, the number of days, the grouping and number of witnesses (if oral evidence is required) and any other procedural issues so that the scheduled hearing dates can be fully and efficiently utilized to determine the merits of the disputes.

The panel conducting the Case Management Hearing will also deal with as many substantive issues as it is able (including status disputes) when in the opinion of the Board no further evidence is necessary.

Following the Case Management Hearing, the panel will issue a decision outlining the determinations made and/or referring the matter to a hearing on the merits. **PARTIES AND THEIR COUNSEL WILL BE EXPECTED TO BRING THEIR CALENDARS AND COMMIT TO HEARING DATES AT THE CASE MANAGEMENT HEARING.**

In the unlikely event that any other procedural or production issues remain outstanding, the Case Management Hearing panel/decision shall direct each party to outline those issues in writing **within five (5) days of the Board's decision**. If the Board considers it necessary, it will schedule a further Case Management Hearing with the parties, most likely by telephone conference. The telephone conference (or, in rare circumstances, a further Case Management Hearing) will likely be conducted early in the morning or late in the afternoon. The Board shall issue a decision with respect to those issues prior to the scheduled hearing on the merits. No further preliminary or production issues may be raised without leave of the Board.

Parties are reminded that the Case Management Hearing is not a pre-hearing conference: Parties should attend prepared to deal with both procedural and substantive issues. The Board may determine both kinds of issues at the Case Management Hearing.

V. HEARING

When the Board has determined that a hearing on the merits, including unresolved status disputes and oral evidence is required, the hearing will proceed on the dates fixed by the Board generally at the Case Management Hearing. That hearing will normally be scheduled to take place in Toronto.

The party that asserts that an individual should be on the list or in the bargaining unit has the responsibility for ensuring that individual's attendance at the hearing, unless the Board orders otherwise.

The party that has the responsibility for ensuring an individual's attendance at the hearing will be responsible for calling that individual as a witness. There may be circumstances in which a party calling a witness is allowed to cross-examine that individual. The Board may itself question a witness.

The hearing of the merits will not necessarily be conducted by the same panel that conducted the Case Management Hearing.

IMPORTANT NOTE

HEARINGS ARE OPEN TO THE PUBLIC UNLESS THE BOARD DECIDES THAT MATTERS INVOLVING PUBLIC SECURITY MAY BE DISCLOSED OR THAT DISCLOSURE OF FINANCIAL OR PERSONAL MATTERS WOULD BE DAMAGING TO ANY OF THE PARTIES OR WITNESSES. HEARINGS ARE NOT RECORDED AND NO TRANSCRIPTS ARE PRODUCED.

THE BOARD ISSUES WRITTEN DECISIONS, WHICH MAY INCLUDE THE NAME AND PERSONAL INFORMATION ABOUT PERSONS APPEARING BEFORE IT. DECISIONS ARE AVAILABLE TO THE PUBLIC FROM A VARIETY OF SOURCES INCLUDING THE ONTARIO LABOUR RELATIONS BOARD REPORTS, THE ONTARIO WORKPLACE TRIBUNALS LIBRARY, AND OVER THE INTERNET AT www.canlii.org, A FREE LEGAL INFORMATION DATABASE. SOME SUMMARIES AND DECISIONS MAY BE FOUND ON THE BOARD'S WEBSITE AND RECENT DECISIONS OF INTEREST AT www.olrb.gov.on.ca.

IN ACCORDANCE WITH THE *ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES ACT, 2005*, THE BOARD MAKES EVERY EFFORT TO ENSURE THAT ITS SERVICES ARE PROVIDED IN A MANNER THAT RESPECTS THE DIGNITY AND INDEPENDENCE OF PERSONS WITH DISABILITIES. PLEASE TELL THE BOARD IF YOU REQUIRE ANY ACCOMMODATION TO MEET YOUR INDIVIDUAL NEEDS.