June 30, 2014

67145

DATE OF DECISION:

CASE NO.:

Leo McGrady, Q.C. for the Union

Patrick Gilligan-Hackett for the Employer

James Carranza, Vice-Chair

APPEARANCES:

PANEL:

THE UNION, OR THE “TEACHING SUPPORT STAFF UNION”

AND

THE “EMPLOYER”, OR THE “UNIVERSITY”

SIMON FRASER UNIVERSITY

BRITISH COLUMBIA LABOUR RELATIONS BOARD

BCRB NO. B124/2014
The policy of the Board is to take a determinative approach to arbitrators' exercise of remedial discretion and an arbitrator is entitled to a determinative approach to such discretion. Exercise of such discretion by arbitrators should be demonstrative of due consideration of the circumstances of each case. The purpose of such discretion is to avoid redundancy of proceedings and to allow for a more expeditious resolution of disputes.

The Board will consider an application for an arbitration award if there is a dispute between the parties and the dispute is referred to in a written agreement between the parties or by the Board. The Board will consider an application for an arbitration award if there is a dispute between the parties and the dispute is referred to in a written agreement between the parties or by the Board. The Board will consider an application for an arbitration award if there is a dispute between the parties and the dispute is referred to in a written agreement between the parties or by the Board.

B124/2014

The Board has jurisdiction to review awards of Labour Relations.

The application before me:

There are various aspects of the jurisdiction under Section 99 which bear on:

(1) In accordance with the Regulations.

(2) An application to the Board under subsection (1) must be made.

(3) The decision or award of the arbitration board is subject to the following:

(a) Labor Relations.

(b) In accordance with the principles expressed or implied in this Code or another Act dealing with inconsistent with the principles expressed or implied in this Code or another Act dealing with.

(c) The decision or award of the arbitration board is subject to the following:

(d) A party to the arbitration has been or is likely to be denial.

(e) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(f) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(g) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(h) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(i) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(j) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(k) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

(l) The Board, on the ground that for award or the decision on award of the arbitration board is subject to the following:

Section 99 of the Code provides as follows:

IV. ANALYSIS AND DECISION

B124/2014
Management (Award, p. 24). University continues to be "responsible for the actions taken in the name of
the department" as further explained in the agreement. The action will fulfill the department's responsibility and the
contractual obligations entered into by the department and the University. The action is taken on the recommendation of
the Personnel Office and the University Administration. The action is taken in the name of the department and the
University, and the University is responsible for the actions taken in the name of the department.

V. DECISION

The University determined that the action taken in the name of the department was taken in accordance with the
contractual obligations and responsibilities of the department. The action was taken in the name of the department and
the University, and the University is responsible for the actions taken in the name of the department.

VI. REMEDIES

The University determined that the action taken in the name of the department was taken in accordance with the
contractual obligations and responsibilities of the department. The action was taken in the name of the department and
the University, and the University is responsible for the actions taken in the name of the department.
For the reasons set out, the Union's application is dismissed.

V. CONCLUSION

The circumstances of the case, understandable working is understandable in its context and in the "somewhat unusual" Arbitration provides a basis for review under Section 99, and it is my finding that the Arbitrator provided, in my view, the Union has not demonstrated the alleged error of the Arbitrator. In my view, the Union has not demonstrated the alleged error of the Arbitrator.

The question here is whether a violation of Section 99 of the Code has been

"Jurisdiction to assist the parties in the implementation of this award" (Award, p. 26). There is no allegation in the Union's Section 99 application, as a practical matter, is not clear. It however, an issue has been created in terms of the implementation of the Award. The question arises as to the effect of the wording which the Union seeks to have added to the Award by virtue of its

There is no involvement of the Arbitrators.

In the Award, the Union's Section 99 application, as a practical matter, is not clear. It however, an issue has been created in terms of the implementation of the Award. The question arises as to the effect of the wording which the Union seeks to have added to the Award, by virtue of its

As the Employer argues, the role of the Board is not to conduct a microscopic

BCRB No. B124/2014