

BRITISH COLUMBIA  
**LABOUR RELATIONS BOARD**

"BY FAX"

June 5, 2013

TO INTERESTED PARTIES

Dear Sirs/Mesdames:

Re: Ikea Canada Limited Partnership -and- Teamsters Local Union  
No. 213  
(Part 5 - Case No. 65597/13)

The Union alleges that the Employer has breached Sections 6(3)(e) and 68 of the *Labour Relations Code* (the "Code") during the current lockout.

There was an oral hearing into the Union's complaint conducted on May 30-31, 2013. As discussed in the hearing, I set out below my "bottom-line" decision on the five main issues before me:

- 1) Has the Employer used a person hired or engaged after the notice to commence collective bargaining was given to perform the work of a locked-out bargaining unit employee and/or the work ordinarily done by a person who is performing the work of a locked-out bargaining unit employee?

**I do not find that the Employer's use of Janet McGowan, Amy Chen or Nicola Barnes during the current lockout to be in breach of Sections 6 and 68 of the Code.**

**I declare that the Employer has breached Sections 6 and 68 of the Code by using Wilson Sham to perform greeting and customer relations duties. I order the Employer to cease and desist from such breaches during the course of any strike or lockout until a renewed collective agreement is reached by the parties.**

**I further declare that the Employer has breached Sections 6 and 68 of the Code by using Matt Daniels and Russell Jen to perform the work of an employee in the bargaining unit that is locked out and the work ordinarily done by a person who is performing the work of an employee in the bargaining unit that is locked out.**

- 2) Does the Employer's use of out of province in-store employees, Pat Smith and Cody Garrioch, constitute a breach of Sections 6 and 68 of the Code by use of ineligible replacement workers?

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**I declare the Employer's use of Smith and Garrioch during the course of the lockout to be in breach of Sections 6 and 68 of the Code.**

**I order the Employer to cease and desist from such breaches during the course of any strike or lockout until a renewed collective agreement is reached by the parties.**

- 3) Does the Employer's use of out of province Safety & Security Managers constitute a breach of Sections 6 and 68 of the Code by use of ineligible replacement workers?

**I declare the Employer's use of out of province Safety & Security Managers during the course of the lockout to be in breach of Sections 6 and 68 of the Code.**

**I order the Employer to cease and desist from such breaches during the course of any strike or lockout until a renewed collective agreement is reached by the parties.**

- 4) Does the Employer's use of security personnel provided by a third party constitute a breach of Sections 6 and 68 of the Code by use of ineligible replacement workers?

**I declare the Employer's use of security personnel provided by a third party inside the Richmond operation during the course of the lockout to be in breach of Sections 6 and 68 of the Code.**

**I order the Employer to cease and desist from using security personnel provided by a third party inside the Richmond operation during the course of any strike or lockout until a renewed collective agreement is reached by the parties. The Employer may continue to use such personnel outdoors.**

- 5) Does the manner in which the Employer has used the contracted out cleaning services of Omni Cleaners during the course of the lockout constitute a breach of Sections 6 and 68 of the Code by use of ineligible replacement workers?

**I find that the Employer may continue to use Omni Cleaners during the course of any strike or lockout until a renewed collective agreement is reached by the parties, subject to the following restrictions:**

- (a) the Employer may use Omni Cleaners for 10 hours per 24-hour day; and

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- (b) no more than 1 hour of that 10-hour period may be during hours when the Employer's Richmond operation is open to customers.

I further order that an Industrial Relations Officer ("IRO") investigate the continued operations of the Employer's Richmond location in relation to Section 68 of the Code, pursuant to Section 124(2) of the Code. The IRO's report will be provided to the Registrar of the Board and disclosed to the parties.

Given that the issue of an IRO investigation was not extensively canvassed during the hearing, I will have my office contact the parties to hear further submissions by conference call regarding the specific details of the IRO investigation.

As discussed during the hearing, I will issue my written reasons in due course.

Finally, I confirm that during the course of the hearing, I upheld an Employer objection to the Union's cross-examination of Tracey Overby. I found that questions relating to whether Overby, hired after notice to commence collective bargaining was given, had performed the work of an employee in the bargaining unit that is locked out and/or the work ordinarily done by a person who is performing the work of an employee in the bargaining unit that is locked out, were outside the scope of the Union's complaint and not properly before me.

Yours truly,

LABOUR RELATIONS BOARD



Jitesh Mistry  
Vice-Chair

JM/bf

**Interested Parties:**

Teamsters Local Union No. 213  
490 East Broadway  
Vancouver BC  
V5T 1X3  
ATTENTION: Anita Dawson  
(Fax: 604-872-8604)

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Teamsters Local Union No. 213  
Legal Services Department  
490 East Broadway  
Vancouver BC  
V5T 1X3  
ATTENTION: Bryan W. Savage  
**(Fax: 604-874-6459)**

Ikea Canada Limited Partnership  
3320 Jacombs Road  
Richmond BC  
V6V 1Z6  
ATTENTION: Janet McGowan  
**(Fax: 604-248-2050)**

Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver BC  
V6C 0A3  
ATTENTION: David T. McDonald (for the Employer)  
**(Fax: 604-631-3232)**