

Manitoba Labour Board

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DISMISSAL NO. 1818
CASE NO. 133/07/LRA

IN THE MATTER OF: *THE LABOUR RELATIONS ACT*
- and -

IN THE MATTER OF: An Application by
K.D., **Applicant,**
-and-
Members of CAW Local 2169, **Persons Concerned,**
-and-
BOEING CANADA TECHNOLOGY AND CAW, LOCAL 2169, **Respondents.**

This Decision/Order has been edited to protect the personal information of individuals by removing personal identifiers.

WHEREAS:

1. On March 6, 2007, the Applicant filed an application seeking remedy for an Alleged Unfair Labour Practice contrary to Sections 20(b) and 6(1) of *The Labour Relations Act*.
2. On March 16, 2007, the Respondent/Employer, through Counsel, filed its Reply to the application requesting that the application be dismissed summarily without a hearing in that it does not disclose a *prima facie* case under both Sections 6 and 20 of *The Labour Relations Act*.
3. On March 20, 2007, the Respondent/Union, through Counsel, filed its Reply, requesting that the matter be dismissed without a hearing.
4. The Board, following consideration of material filed, is satisfied that:
 - a) **as to the Respondent Boeing:**
Aside from speculative opinions, the Application does not reveal, on its face, any facts or conduct on the part of the Respondent Boeing that it acted contrary to Section 6 of *The Labour Relations Act* (the "*Act*") and, therefore, the Applicant has not established a *prima facie* case. Further, based on the pleadings in their entirety,

there is no basis to find that Boeing participated in, or interfered with, the formation, selection or administration of the Respondent Union or the representation of employees in the bargaining unit by the Respondent Union; and

b) **as to the Respondent Union:**

The Application does not disclose *a prima facie* violation of Section 20(b) of the *Act*. Further, the substance of the allegations in the Application relate to a collective bargaining process between duly authorized representatives of Boeing and the Union which resulted in a new Shift Preference Process (the "*Process*") that amended the shift provisions in the Collective Agreement. The Board accepts that the terms of the Process were, notwithstanding Section 75 of the *Act*, taken to the membership of the bargaining unit for approval through the voting procedure implemented by the Union. The Board does not have jurisdiction under Section 20 regarding a collective bargaining process as the bargaining process does not involve "... representing the rights of any employee under the collective agreement."

Based on the foregoing, the Board **DECLINES** to take any further action on the Application, pursuant to Section 30(3) of the *Act* and, accordingly, the Application is **DISMISSED**.

T H E R E F O R E

The Manitoba Labour Board **HEREBY DISMISSES** the application filed by K.D., on March 6, 2007.

DATED at **WINNIPEG**, in Manitoba, this 5th day of April, 2007 and signed on behalf of the Manitoba Labour Board by

"Original signed by"

William D. Hamilton, CHAIRPERSON