

**BY EMAIL**

Reply to: COLIN GUSIKOSKI

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December 14, 2023

British Columbia Labour Relations Board  
Suite 600, Oceanic Plaza  
1066 West Hastings St.  
Vancouver, BC V6E 3X1

Attention: J. Najeeb Hassan, Registrar

Dear Sirs/Mesdames:

**Re: BC Ferries Services Inc. (the “Employer”) – and – BC Ferry and Marine Workers’ Union (the “Union”) – Unfair Labour Practice Complaint**

**NATURE OF COMPLAINT**

1. We represent the Union and are authorized to bring this unfair labour practice complaint on its behalf filed pursuant to sections 6(1), 6(3)(d), 9, 11, and 14 of the *Code*.
2. BC Ferry Service Inc., (the “Employer”) has undertaken a concerted campaign to undermine the Union’s exclusive bargaining agency and lower its reputation amongst its members. The Employer’s efforts have stoked fear and animosity among members which has directly led to discord between the Union and its members. Subsequent to the Employer’s actions members have been openly discussing the removal of or change of bargaining representatives.
3. For over a year, the Employer bargained directly with a faction of the Union’s members and without the Union’s awareness. The Employer was providing Union members with a substantial benefits not contained in the Collective Agreement – housing/accommodation in remote communities. After the Union learned of the arrangement it grieved. The Union and Employer engaged in settlement discussions, but those broke down. The Employer subsequently withdrew the benefits and blamed the Union for its removal.
4. At the same time, the parties were engaged in mid-contract wage negotiations (“Wage Reopener”). Again, the Employer ended negotiations with its best and final offer, then told the Union’s members that the Union was the reason employees were not getting wage increases before the winter holidays. The Employer further divulged confidential discussions to Union members in an attempt to further foment distrust against the Union.

5. The Employer's actions were designed to persuade the members that the Union is responsible for the cessation of non-bargained benefits and the absence of wage increases. The Employer misrepresented the negotiations that occurred between the parties and cast the Union as callous and uninterested in its members' interests, stoking anger, fear, and frustration in the Union's members and pitting them against the Union and each other.

## **PARTIES**

<b><u>Applicant Union</u></b>  BC Ferry and Marine Workers' Union 1511 Stewart Avenue, Nanaimo, BC V9S 4E3  Attn: Eric McNeely Phone: 250.716.3454 Fax: 250.716.3455 President@BCFMWU.com	<b><u>Counsel for the Applicant Union</u></b>  Victory Square Law Office LLP 710-777 Hornby Street Vancouver, B.C. V6Z 1S4 Phone: 788-410-5048 Fax: (604) 684-8427  Attn: Colin Gusikoski Email: cgusikoski@vslo.bc.ca
<b><u>Respondent Employer</u></b>  BC Ferry Service Inc. Suite 500-1321 Blanshard Street Victoria, BC V8W 0B7  Attn: Dean Dobrinsky, Executive Director, Labour Relations Email: Dean.Dobrinsky@bcferries.com	<b><u>Counsel for the Employer</u></b>  Harris & Company LLP 14th Floor, 550 Burrard St. Vancouver, BC V6C 2B5  Attn: Stephanie A. Vellins Email: SVellins@harrisco.com

## **FACTS**

### *Parties*

6. The Employer operates a large ferry transportation system under a service contract with the Province for vehicles and passenger transportation along the coastal waters of British Columbia.

7. The Union represents approximately 4,700 regular and casual unionized employees, and approximately 100 seasonal employees who are hired during the summer and peak-demand periods.

### *Contextual Background*

8. The unfair labour practices alleged in this complaint directly relate to the predicament and plight of the employees working for BC Ferries. The employees standard

of living has dramatically fallen since the Union members lost their right to strike when interest arbitration was imposed on them in 2003.

9. Since 2003, the standard of living for BC Ferries employees has been slowly eroding and has dropped to crisis levels through covid.

10. Prior to the Covid shut down in March 2020, the bargaining conference gave the Union a mandate to advanced a bargaining proposal for a two year collective agreement with 10% wage increases for both years. This was a forceful acknowledgment that the wages had fallen behind the industry and economy generally. In addition to a 20% wage increase, the Union also proposed special wage adjustments for the deck hand group of \$5/hour for each of the two years in addition to the 10%. Similarly, the Union proposed an additional 7% for each year for the ships officers. There were also special wage increases for: planners, refit safety coordinators, CSD and trades.

11. These aspirations quickly fell off the Union's proposals as they were bargaining in the height of the economic shut downs, approximately 1/3 of the membership were on layoff, no casuals were working, the service between Horseshoe Bay and Nanaimo was completely shut down, traffic was down by 85% and, in the few short months that Covid restriction shut down the economy, revenue at BC Ferries was down by \$198 million. There was a real threat to the existence of BC Ferries.

12. It was so bad, the Employer had concessions for the Union on the table. The message from the Union proposals trying to catch up their workforce to industry norms, was "Absolutely not. Now is not the time." The Union abandoned their positions and, on October 31, 2020, signed a tentative agreement for 0%, 2%, 2% and two wage reopeners, the first wage reopener is the background to some of the unfair labour practices alleged below.

13. Almost immediately after this, and outside of the consensus predictions of doom, Covid vaccines came out in December and there was an unprecedented cash injection from the Central Bank of Canada and the Federal government. Collectively, these unprecedented interventions saved the economy but led to an inflationary environment not seen in a half a century. Noone saw this coming in the fall of 2020, when the economy was grinding to a sudden and dramatic halt.

14. The ratification process for that collective agreement was the most contentious of recent memory as it split the members between those who did not want such a terrible agreement irrespective of the circumstances and those who saw what the reality of the then-current economic conditions. As inflation set in the membership has only grown more resentful.

15. BC Ferries employees have suffered a substantial decrease in their standard of living and are woefully behind industry comparators. In the same period when employees saw a 4% increase in pay, inflation grew by nearly 15%. People are barely able to make ends meet. This has led to anger and frustration among the Union's members. It can only be described as a crisis.

16. Members are angry and frustrated with the loss of their standard of living and have not only blamed the Employer, but also the Union. The provincial president did not run again because of his association with the collective agreement. The president of the ships officers narrowly avoided a recall vote because insufficient members of the ships officers' component turned up to vote. Other executive members were not re-elected because of their association with the previous collective agreement.

17. The Union, aware of the potentially explosive nature of the idling resentment among the membership, took steps to limit the possibility of misinformation and rumours which could further aggravate the volatile and agitated nature of the membership. One of these steps was to ensure confidentiality during the wage reopener discussions to prevent its members from being inflamed because of insufficient information. The Union also relied on the Employer's scruples to keep confidential information confidential. This latter reliance turned out to be misplaced.

#### *Employer opportunism*

18. Since negotiations broke down in late summer of 2023, the Employer has sought to exploit the general unrest and has sought to drive a wedge between the Union and its membership with a campaign of misinformation and has further engaged in breaches of confidence and settlement privilege to achieve this end.

19. The Employer has circumvented the Union to supply uneven benefits to factions of the bargaining unit. It has further breached confidentiality in a manner that provided one sided and misleading information, where the Union—intent on honouring its confidential undertakings—is at an obvious disadvantage in correcting the record.

20. The Employer was fully aware of the strain and friction between the Union and its members brought on by the substantial drop in their standard of living, and has only sought to ignite this tinder box of discontent. It has utilized unscrupulous methods in a manner that has had devastating and irreparable harm to its relationship with the Union members.

#### **HOUSING BENEFIT**

21. During the COVID-19 pandemic, the Parties agreed the Employer could provide additional housing benefits to employees on the North Coast. Neither accommodation nor housing benefits are included in the collective agreement. This shelter was primarily agreed to because of safety reasons – it allowed employees to leave the vessels so the quarters could be thoroughly cleaned for the oncoming crew. This jointly agreed benefit ended in or around the removal of public health restrictions.

22. On or around November 2, 2022, the Union became aware that, despite its agreement with the Union ending, and knowing full well it could not provide housing unilaterally, the Employer expanded the housing benefit to employees in other remote locations as a means to deal with dire recruitment and retention problems.

23. The Employer did not seek nor obtain agreement from the Union prior to instituting these additional, non-bargained benefits and actively concealed the benefits thereafter.

24. On November 9, 2022, the Union filed a group grievance regarding the paid housing.
25. On March 30, 2023, the Employer denied the grievance.
26. On April 26, 2023, the Union filed for expedited arbitration under s. 104 of the *Labour Relations Code*, RSBC 1996, c 244.
27. On July 11, 2023, the parties engaged in mediation with Arbitrator Knapp and signed a consent order which required the parties to negotiate housing benefits and if agreement could not be reached, the Employer was required to cease providing housing benefits by October 31, 2023 (“Consent Order”).

### **Exhibit A**

28. Between July 11, 2023 and the end of September, the parties met twice to discuss housing benefits and exchanged proposals on their continuation.
29. On September 28, 2023, the Employer informed the Union it would provide notice to employees that the housing benefit would end October 31, 2023, in accordance with the Consent Order.
30. The Employer never did provide that notice.
31. In mid-October, the Union offered to negotiate an extension to the timelines in the Consent Order so the parties could continue negotiating the housing benefits. On October 31, 2023, the Employer wrote to the arbitrator and requested her assistance mediating the extension. Contrary to the Consent Order, the Employer continued providing the housing benefits after October 31, 2023.
32. On November 13, 2023, the parties attempted to negotiate an extension to the October 31, 2023, deadline with the assistance of Arbitrator Knapp. The Union provided an offer to the Employer for terms of an extension. The Employer considered it for several hours then abruptly left the table half-way through the day without providing a counterproposal. The parties did not reach an agreement to extend the Consent Order deadlines.
33. The Employer intentionally breached the Consent Order and further, failed to make every reasonable effort to conclude an agreement on the housing benefits issue.

#### *Employer’s November 21, 2023, Notice to Employees*

34. On November 21, 2023, the Employer provided notices to employees receiving housing benefits that their free accommodations would cease on December 31, 2023. For employees who lived in the Employer’s accommodations, they were given the option of moving out or remaining in the housing and paying market rent (collectively, the “Notices”). The Notices were signed by the Employer’s Executive Director, Labour Relations, Dean Dobrinsky.

## **Exhibit E**

35. The Union was not provided a copy of the Notices prior to its distribution, as such, the Union did not know how many employees received the Notices or whether all the Notices had the same language. The Union subsequently met with the Employer and was provided two different versions of communication, one that removed any monetary benefits to employees in remote locations and another that charged an arbitrary rent of \$1,000 per month.

36. The Notices provided the following message:

After months of negotiation, the parties appeared close to agreement on a proposal which included the Company continuing to provide accommodation to those employees who had residence outside of the remote location. The Company would also provide an equitable payment to every employee who permanently lives in the remote location. This proposal would have seen monthly accommodations payments as high as \$500/month to these employees. We are disappointed to advise that the Union did not agree to this proposal.

37. The parties' Collective Agreement contains a provision that communications from the Employer to employees must be given to the Union:

### 2.06 - Correspondence

(a) The Company agrees that all correspondence between the Company and the Union related to matters covered in this Agreement shall be sent to the President of the Union.

(b) The Company agrees that a copy of any correspondence between the Company or Company officials and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement shall be forwarded to the President of the Union.

## **Exhibit F**

38. It was highly unusual for the Mr. Dobrinsky to send letters to employees without also sending it to the Union and constitutes further evidence of bad faith. The Union did not receive a copy of this letter until it forwarded to them by a member.

39. The Notice specifically contains inaccuracies that would have been obvious to the Employer at the time, and were designed to sew discord between the Union and its members. Those inaccuracies are as follows:

(a) Asserting that a proposal advanced by the Union was in fact the Employer's proposal;

- (b) Asserting that the Union turned down a proposal that the Union had in fact advanced;
- (c) Implying that the Union was unwilling to bargain in good faith when the Employer simply walked away from negotiations.

40. Further, the Employer is continuing to negotiate housing benefits directly with the Union's members. The Union has a reasonable basis to conclude that the Employer has breached section 5 of the Order. Specifically, the Union has received information that the Employer:

- (a) Signed two one-year rental agreements on Quadra Island and Texada Island in early November;
- (b) Has been providing \$650.00 a month to Chief Engineers in the Northern Gulf islands while the Employer seeks additional housing options; and,
- (c) Has offered employees who currently live in the Employer's accommodations the option of staying in the accommodation if they pay rent.

41. The Employer was well aware of the ongoing resentment among the members and the friction between the Union and the members at the time. Any reasonable person would know or ought to know that such accusations would be incendiary and would stoke further discord between the Union and its members. Rather than take responsibility for implementing an illegal and extra-contractual benefit, the Employer blamed its illegal conduct on the Union and focused the consequences of its action on the Union.

#### **WAGE REOPENER**

42. As described above, the parties have a Collective Agreement in place from November 2020 to October 31, 2025. The Collective Agreement included a provision to reopen bargaining on wages mid-contract (the "Wage Reopener"). The Wage Reopener was original due to start in April 2024.

#### **Exhibit B**

43. Due to labour shortages experienced by the Employer and once-in-a-generation inflation, the parties agreed to start the Wage Reopener on August 1, 2023, instead.

44. In February 2023, the parties signed the 2023 Wage Reopener Bargaining Protocol Agreement (the "Protocol Agreement"). Section 16 of the Protocol Agreement assures the complete confidentiality of discussions during the Wage Reopener process:

The Parties commit to not disclose or discuss any component of wage re-opener negotiations with or in the any aspect of media, social media, or other third parties.

#### **Exhibit C**

### *Negotiations*

45. The parties began negotiating the Wage Reopener on August 1, 2023; however, no agreement was reached on either issue by the end of September. The issue was then forwarded to a three-person bargaining dispute resolution panel for interest arbitration.

46. In October, 2023, one participant of the Wage Reopener panel was ill and a single day of the five-day hearing was cancelled. After this delay the parties scheduled further dates to resume the arbitration in February of 2024.

47. The Union issued a number of bulletins to its members updating them on the Wage Reopener and status of the paid housing benefit negotiations:

(a) November 3, 2023, Bargaining Update #11

(b) November 14, 2023, Bulletin #76

(c) November 21, 2023, Anchored #4

### **Exhibit D**

#### *Disclosure of Confidential Information to Third Parties*

48. On November 23, 2023, the Employer issued a People & Safety Update (the “First Update”). It was signed by Cameron Brine, Vice-President & Chief People Officer.

### **Exhibit B**

49. The First Update included to information about the Wage Reopener negotiations in violation of section 16 of the Protocol Agreement. It outlined the Employer position and perspective on certain issues and cast the Union as unreasonably holding up the process:

In mid-August, we proposed a “best and final” offer for 2024 (retroactive to October 1, 2023) that would, in fact, be the company’s largest one-year increase since 1982. Without getting into all the details, I can say it provided significant increases for everyone, including raising the basic starting wage to over \$30/hr. For context, the offer exceeds all other BC private and public sector general wage settlements for 2024.

As you might have heard, the Union did not accept the offer and an impasse was declared. The Union offer was substantially higher than ours, placing many roles well above market and putting it beyond the reach of what we could afford based on our regulated price caps, which drive our budgets. In the end, they did not agree to our “best and final” offer.

[...]

We had expected this process would conclude in October. Unfortunately, it didn’t due to an unexpected illness of a key participant. Despite our best efforts to keep the process moving as quickly as possible, the earliest the arbitration panel can meet is early February 2024. This, as you will no doubt



agree, is really frustrating and entirely unfortunate. We had hoped very much you would see wage adjustments in advance of the holiday season.

I want to reiterate that we're committed to fixing our compensation issues, quickly and fairly. I'm also committed to stepping up our communication with you, so expect to receive updates going forward on a regular basis. In advance of that, don't hesitate to reach out and ask questions of your leaders, your union and me.

50. The Employer did not seek nor obtain agreement from the Union before issuing the First Update.

51. On November 23, 2023, the Union issued Bulletin #79; and on the November 24, 2023, the Union issued Bulletin #80, in attempts to counteract the Employer's misrepresentations. Unlike the Employer, the Union's bulletins did not mention, detail, or discuss specific proposal from the Wage Reopener.

### **Exhibit C**

#### *Attempts to Resolve Issues with the Employer*

52. On November 24, 2023, Eric McNeely, Provincial President for the Union, emailed the President & Chief Executive Officer for the Employer, Nicolas Jimenez. Mr. McNeely informed Mr. Jimenez that the Union viewed the Employer's actions as a breach of the Protocol Agreement which undermined the reputation of the Union and the Central Negotiating Committee, which also constituted bad faith bargaining. The Union proposed a settlement prior to an unfair labour practice complaint. Mr. McNeely also invited the Employer to return to the table to continue negotiating the housing benefits.

### **Exhibit D**

53. In response, Cameron Brine, Vice President & Chief People Officer, reached out to Mr. McNeely and a meeting was schedule on November 28, 2023, to discuss the damage caused by the Employer's actions.

54. On November 28, 2023, the Union and Employer met over video conference. Mr. McNeely and Dan Kimmerly – Ships' Officers' Component President – appeared for the Union, and Dean Dobrinsky and Mr. Brine attended for the Employer. Mr. McNeely and Mr. Dobrinsky had a brief exchange about the others' communications before Mr Dobrinsky lost his temper in an unprofessional and humiliating manner.

55. Without reason or justification Mr. Dobrinsky started screaming invectives into the camera "JUST SHUT THE FUCK UP." As Mr Dobrinsky's conduct was clearly contrary to the Employer's bullying and harassment policy and no productive conversation was evident, Mr. McNeely left the call, followed shortly by Mr. Kimmerly.

56. Later that day, in further retribution to the Union, the Employer issued another People & Safety Update signed by Mr. Brine (the “Second Update”).

## **Exhibit E**

57. The Second Update states it was issued to address a number of questions that had arisen by employees. This communication divulged information covered by settlement privilege and a confidentiality during settlement discussions conducted by the chair of the Wage Reopener panel. Despite, the obvious and explicit confidential nature of the discussions led by the panel chair, the Employer divulged what it claims to be its offer during those privileged and confidential discussions:

In August, we proposed an offer of a 7% general wage increase, which meant every one of you represented by the Union would receive a base increase of 7%, with an expectation we would negotiate further “special” increases for certain positions. Throughout the negotiations, we adjusted our offers to include special additional adjustments (on top of the 7%) to more than 180 positions. If agreed to, these increases would have started on October 1, 2023.

The offer was one of the largest negotiated one-year general wage increase in BC, the largest one-year increase for our people in 40 years, and also addressed a longtime pay equity discrepancy by raising the rates for the lowest paid roles. These increases would have also provided a substantial future impact on the Defined Benefit Pension Plan that you will receive upon retirement (a significant benefit that very few organizations today include in their compensation programs).

We could not reach a deal, and arbitration started on October 23. On October 24, in a mediation, outside of the arbitration process, BC Ferries offered to modify its proposal by replacing a proposed signing bonus with a larger special increase to the Ships Officers Component (SOC) groups. This new offer included:

1. A 7% general wage increase to all bargaining unit staff.

On top of the 7%, the following was also included in the offer:

2. Special wage adjustments to most positions in Grades 1,2,3, which would see a new starting base wage of \$30.08/hour.
3. Special wage adjustments from 4 to 13% (for a total of 11% to 20%) for Trades, Deckhands/ERA/ERR, Purchasing, CSD Drivers, Maintenance Planners, and others.
4. Special Wage Adjustment of 10% (for a total of 17%) to SOC Group A&E.
5. Special Wage Adjustment of 6.5% (for a total of 13.5%) to SOC Group B&F.

There is one part of our proposal I wanted to call out specifically. Coming into this negotiation, we knew that we needed to be very competitive with the rates for our Deckhands, ERAs and other in-demand marine personnel. While some may say that we have not gone far enough, this proposal provided a 15% increase in wages to Deckhands and would have resulted (without counting the certificate allowance) in Licensed Officers being among the highest-paid Marine Professionals in Canada. We were unable to reach agreement on this proposal.

58. Again, the Employer did not seek nor obtain agreement from the Union before issuing the Second Update.

59. On November 29, 2023, the Union issued Bulletin #81 in an attempt to counteract the Employer's misrepresentations in the Second Update. That has not noticeably countered the Employer's actions, communications, and misrepresentations to the membership.

## **Exhibit F**

### **MEMBER BACKLASH**

60. After the First Notice, the Union began receiving highly charged and unfairly critical correspondence from its members. Below are just a small subset of the communications the Union received from its members follow the Employer's breach of the *Code*.

61. On November 16, 2023, a member, JR, wrote the Union expressing their disappointment, resentment, and anger at the Union for the cessation of the housing benefit and directly blamed the Union:

The union, NOT the company, is now directly responsible for making me homeless when I go to work.

62. On November 23, 2023, JR wrote another email, deriding the Union for not accepting the Employer's offer:

I am writing to you once again to once again express my utter disgust at how the union is handling this housing situation.

The company offered a more than fair solution in my eyes, of retaining housing AND providing up to \$500/month to others working in remote POAs. I'm told now that the company offered to put the affected employees on expenses and that too was shot down.

## **Exhibit G**

63. On November 24, 2023, a member – writing on behalf of Captains and Chief Engineers working out of remote POAs – suggested that all Master Minors and Chief Engineers should be exempted from Union membership.

## Exhibit H

64. On the same day, another member, RM, specifically asked the Union to facilitate a decertification vote for Captains and Chief Engineers.

## Exhibit I

65. On November 29, 2023, a member, JF, wrote the Union, warning them about the dissatisfaction amongst the membership and risks to the Union's certification:

i dont have to tell you about emails from management. you already know.

what you might not be fully aware of is how many of your captains are getting ready to quit. many dues payers from all over the fleet are asking about de-certification. let that sink in.

[...]

The consensus is that the union is totally unable to handle this opponent, and even though they are being unfair, we all need a raise yesterday.

the path to hell is paved with good intentions. My family cannot eat good intentions.

the people i work with are gobbling cameron brines emails up like candy because they would rather be lied to at this point than stay with the poor communication and no transparency they have been getting from 1511 stewart avenue.

## Exhibit J

### SUBMISSIONS

66. The Employer's actions were done knowing or with the express purpose that its actions would diminish the Union's standing in relation to its members for retribution for its position in the various negotiations described above. These actions constitute unfair labour practices by:

- (a) Bargaining directly with a faction of employees and providing them a highly-sought after benefit – housing, contrary to sections 6(1) and 11.
- (b) Providing housing benefit to some members of the Union but not others, thereby creating divisions and rivalries and among the Union's members, and resentment toward the Union, contrary to section 6(1), 6(3)(d), and 9 of the *Code*;
- (c) Failing to negotiate the housing benefit and Wage Reopener with the Union in good faith, contrary to sections 6(1) and 11 of the *Code*;

- (d) Breaching confidentiality, settlement privilege and the protocol agreement in a manner that undermined the bargaining process and the Union's relationship with its members, contrary to sections 6(1) and 11 of the *Code*;
- (e) Communicating to employees in a manner designed to persuade workers that the Union was responsible for terminating the housing benefit and the delay in wage increases, contrary to sections 6(1), 6(3)(d), and 9 of the *Code*;
- (f) Misleading employees into assuming that the Union did not take the negotiation of the housing benefits and Wage Reopener seriously, in an attempt to undermine the Union's credibility in the view of employees, contrary to sections 6(1) and 6(3)(d) of the *Code*;
- (g) by suggesting the Union had given up on negotiating the accommodation benefits and Wage Reopener, contrary to sections 6(1), 6(3)(d), and 9 of the *Code*;
- (h) Defaming the Union by asserting to employees that the Union does not properly represent its members or have their best interests in mind; and,
- (i) Implying that the Union acted separately from and without consulting its members when negotiating housing benefits and the Wage Reopener, in an attempt to undermine the Union and break the trust between the Union and the members, contrary to sections 6(1) and 6(3)(d) of the *Code*.

## REMEDY

67. The Union seeks the following relief and remedies:
- (a) a declaration that the Employer has committed unfair labour practices by violating sections 6(1), 6(3)(d), and 9 of the *Code*;
  - (b) a declaration that the Employer engaged in bad faith bargaining in violation of section 11 of the *Code*;
  - (c) a declaration that the Employer breached settlement privilege, confidentiality, and the signed protocol agreement;
  - (d) a declaration that the Employer defamed the Union;
  - (e) an order that the Employer immediately cease and desist from committing such breaches;
  - (f) an order for \$100,000 in damages for bargaining directly with employees;
  - (g) an order for \$1 million in damages in defamation: *Civeo Corporation v Unite Here, Local 40*, 2022 CanLII 51879;

- (h) an order for \$1 million in damages for the damage caused to the relationship between the Union and its members;
- (i) an order requiring the Employer to post a copy of the Board's decision at the workplace and circulate it to the employees at the workplace by email;
- (j) such other orders that the Board may consider appropriate to ensure compliance with the *Code* and adequately remedy for *Code* breaches.

**SERVICE**

68. We confirm that a copy of the application will also be emailed to Stephanie Vellins who has agreed to accept service on behalf of the Employer.

69. Please charge the filing fee for this application to our firm's pre-approved account.

Yours truly,

**VICTORY SQUARE LAW OFFICE LLP**

per:



Colin Gusikoski  
Professional Law Corporation

c.c. Stephanie Vellins  
Client