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Local Union 1975 v. Canadian Comstock Company Limited et al.
[1987] Alta. L.R.B.R. 374

MILLWRIGHTS, MACHINERY ERECTORS-MECHANICAL FITTERS AND MAINTENANCE LOCAL UNION 1975, Applicant and CANADIAN COMSTOCK COMPANY LIMITED, Respondent and COMSTOCK INTERNATIONAL LTD., Respondent and COMSTOCK OF ALBERTA LTD., Respondent. Board Files: L.R. 1456-C-3, L.R. 1456-C-14. June 30, 1987.

W. Canning, Vice Chairman, D. Fagan and C. Wowk, Members

For the Respondents: T. Bosse, C. Neuman

For the Applicant: J. Landry

Registration — s. 54(1)(a) — Company having employees on date of registration but none currently — Not engaged in territory and trade jurisdiction — Not bound by registration collective agreement.

Common Employer Declaration — s. 133 — Refused where no bargaining relationship for over 11 years.

Revocation — s. 43(1) - Former employer application granted.

The Union was originally certified for a unit of millwrights of the Company in 1965. However, the last year during which the Company employed millwrights within the scope of the existing registration certificate was 1975. In 1986 a related company obtained a contract for millwright work and utilized the services of another entity to perform the work. Neither of these latter two companies had a bargaining relationship with the Union. Currently, a registration collective agreement was in effect between the registered employers' organization and the Union. The Union argued that both the original company and the related entity were bound to the registration collective agreement. It further sought a declaration under s. 133 that the two companies were common employers. In response, the Company applied for decertification under s. 42(3).

The Board rejected the Union's contention that s. 54, particularly the phrase "on the issuance," must be read literally so that a company could be an employer for the purposes of registration without having employees, provided it had employees on the date of registration. The Board determined that the Company, in 1975, had ceased to be an employer engaged in the relevant territory and trade jurisdiction

as set out in s. 54(1)(a), and therefore any registration collective agreement since that time had not been binding on it. The related company had never employed employees within the scope of the registration certificate and therefore was not bound to any registration collective agreements.

The request for a common employer declaration was refused. The Union contention that the original company utilized the related entity in order to circumvent the provisions of the registration collective agreement requiring it to contract to a union contractor was rejected. The original Company would not have been caught by the provisions of the agreement because it was not bound by it. It could only become bound if it employed employees, not by simply contracting to have the work done. Further, even though the statutory elements of s. 133 had been met, the Board declined to exercise its discretion to issue a declaration because the Union had not had a bargaining relationship with either entity for over 11 years.

The Company's decertification application was successful. The application was timely in that the requisite three years had passed without a collective agreement between the parties. The Company was not attempting to revoke a certification between projects and there was no labour relations purpose in continuing a non-existent relationship.

REASONS FOR DECISION

W. Canning, Vice-Chairman: By Certificate No. 127-65 the United Brotherhood of Carpenters and Joiners of America, Millwrights' Local Union 1975 were certified as bargaining agent for a unit of employees of Canadian Comstock Company Limited comprising: "Millwrights, Millwright Foremen and Millwright Apprentices." Canadian Comstock Company Limited on or about October 10, 1968 was purchased by Rathgeb Contractors Limited which subsequently changed its name to Canadian International Comstock Company Limited and then on January 1, 1972 changed its name to Comstock International Ltd. ("C.I.L.").

Counsel for C.I.L. made application pursuant to s.132 of the Act requesting the Board determine that C.I.L. had acquired the rights, privileges and duties of Canadian Comstock Company Limited. The trade union agreed with the application. After hearing the history of the Company the Board determined that C.I.L. had acquired the rights, privileges and duties of its predecessor Canadian Comstock Company Limited. The Board also determined that Certificate No. 127-655 should be amended pursuant to Section 132(2)(b) of the Act to properly identify C.I.L. as the employer. Further, the Board notes that the proper name of the trade union is Millwrights, Machinery Erectors - Mechanical Fitters and Maintenance Local Union 1975 of the United Brotherhood of Carpenters and Joiners of America. Accordingly, it is the decision of the Board, pursuant to s.18 of the Act, to amend the Certificate to reflect the proper name of the trade union.

Having brought Certificate No. 127-65 up to date we have several applications before us which may directly affect the scope of this Certificate and the effect, if any, of Registration Certificate No. 2-74 as

amended to July 6, 1982, and the effect the 1982-84 collective agreement bargained under the authority of that registration certificate may have on C.I.L. or Comstock of Alberta Limited (“C.A.L.”).

By way of letters dated August 13, 1986 and September 16, 1986 Counsel for Local 1975 made the following applications:

1. A complaint that C.I.L. and C.A.L. have failed to comply with s. 56 and 79 by failing to recognize that they are bound to the registration collective agreement and specifically, has subcontracted work normally performed by members of Local 1975 to Cooper Energy Systems, in violation of Article 16.03 of the collective agreement.
2. Applications pursuant to s. 8(2)(a), (g) and (j), requesting the Board to decide whether C.I.L. and C.A.L. are employers and whether C.I.L. and C.A.L. are bound to the collective agreement.
3. An application pursuant to s.132 requesting the Board to determine and declare that C.A.L. is the successor to C.I.L. and that the collective agreement which applies to C.I.L. now applies equally to C.A.L.
4. An application pursuant to s.133 requesting the Board declare that C.I.L. and C.A.L. are one employer for the purposes of the Act.

Having been advised of the applications by Local 1975, Counsel for C.I.L. and C.A.L., by way of a letter dated October 8, 1986, made a cross-application under s.8 of the Act requesting the Board declare that C.I.L. has not entered into collective agreements nor is it bound by any collective agreement with Local 1975. Counsel, in the same letter, requested the Board to revoke the certification of Local 1975 pursuant to s. 42(3) and s. 80(2).

Following notification to the parties the Board held a hearing into these matters in the City of Edmonton on November 14, 1986.

At the hearing, it was agreed that the Board would hear all matters relative to the s.133 application by Local 1975, with any applicable s.8 determinations, and also hear the application for the revocation of Cert. No. 127-65 pursuant to s.42(3). All other matters were adjourned sine die.

The evidence before the Board indicated that, with respect to Local 1975, the last time C.I.L. employed employees within the trade jurisdiction and territory of Registration Certificate No. 2-74 was in the spring of 1975. C.I.L. employed millwrights at the Big Valley Compressor Station during 1974 and up to approximately March 1975. The employees were employed under the provisions of the then collective agreement in force and affecting C.I.L. C.A.L. has never employed millwrights.

In 1986 C.A.L. obtained a contract at what is known as the Novacor project at Joffre, Alberta. As part of the contract C.A.L. was directed to, and did, use the services of Cooper Energy Services to do the millwright work. Neither C.A.L. nor Cooper Energy Services had a bargaining relationship with Local 1975. All other work obtained by C.A.L. was contracted to C.I.L.

Since the issuance of Registration Cert. No. 2-74, the registered employers' organization ("the REO") has bargained collective agreements with Local 1975. The last collective agreement (Exhibit #9) was signed July 16, 1982. A notice to negotiate was given, and therefore, under the provisions of Article 1.03 of the collective agreement, it remains in effect until the commencement of a strike or lockout. No strike or lockout has taken place so the collective agreement is in effect. Accordingly, pursuant to s. 8(2)(j) of the Act, the Board finds that the collective agreement, identified as Exhibit 9, between the REO and Local 1975 is in effect.

There is no evidence before the Board that either C.I.L. or C.A.L. are presently members of the REO, so if that collective agreement were to be binding on C.I.L. or C.A.L. it would be through the application of the registration provisions in the Act.

The effect of the registration provisions of the Act is set out in s.54. This section reads:

54(1) On the issuance of a registration certificate the employers' organization named therein becomes a registered employers' organization and has exclusive authority to bargain collectively with the trade union named in the registration certificate on behalf of

(a) all employers engaged in the territory and trade jurisdiction in the construction industry set out in the registration certificate with whom the trade union has established or subsequently establishes the right of collective bargaining, and

(b) any other employer engaged in the construction industry who is party to an agreement, notwithstanding anything in that agreement, which provides that he shall comply with any of the terms of a collective agreement entered into by the trade union in respect of work in the territory and trade jurisdiction set out in the registration certificate.

(2) When a registered employers' organization bargains collectively with a trade union, it shall be deemed to be bargaining collectively on behalf of all of the employers specified or referred to in subsection (1), with whom the trade union retains the right to bargain collectively.

Therefore, when the REO and Local 1975 bargain, the REO is bargaining on behalf of those "employers" set out in s. 54(1)(a) and (b) and, pursuant to the provisions of s.56, the collective agreement is binding on those set out in the section. Section 56 reads:

56 *When a registered employers' organization and a trade union enter into a collective agreement, the collective agreement is binding on*

- (a) *the employers referred to in section 54(1),*
- (b) *the employees of the employers referred to in clause (a),*
- (c) *the registered employers' organization insofar as the terms and conditions of the collective agreement apply to it, and*
- (d) *the trade union.*

Counsel for Local 1975 referred the Board to its decisions in *Construction and General Workers' Union, Local 95 and H.D.C. Construction Co. Ltd.*, Alta. L.R.B. (1981) 81-005 and to *PCL Construction Ltd. and International Bricklayers and Allied Craftsmen, Local 2*, Alta. L.R.B. (1983) 83-060 and suggested that, according to those decisions, to be bound by the registration collective agreement a company must be an employer engaged in the territory and trade jurisdiction set out in the registration certificate. Counsel does not disagree with the decisions, but distinguishes them from the facts before us on the basis that, on the date of the issuance of the registration certificate both PCL and H.D.C. did not have employees in the territory and trade jurisdiction and, as Local 1975 had bargaining rights with the company, C.I.L. is affected by the registration and bound to all of the registration collective agreements until either the bargaining rights of Local 1975 or the registration are revoked. He argued that the phrase "On the issuance," used in s.54 must be read literally and that it speaks of a point in time.

Mr. Landry took the position that because of the use of that phrase a company can be an "employer" for the purposes of registration without having "employees" as long as the company had employees on the date of registration. In support of this argument he referred to the continuing obligation to bargain regardless of the presence of employees as discussed in *Fluor Utah Ltd. v. Construction and General Workers' Union, Local 890*, [1974] 5 W.W.R. 435 (Sask Court of Queen's Bench) and [1975] 4 W.W.R. 100 (Sask. Court of Appeal) as well as in *Chemcell (1963) Limited v. United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 488*, 65 CLLC 16,068 and in *W.J. Garvin & Co. Ltd. and International Association of Heat and Frost Insulators and Asbestos Workers' Local Union 110*, 61 CLLC 16,182.

Mr. Neuman, Counsel for C.I.L. agreed that Local 1975 had the right to bargain, but only on behalf of employees in the unit, and that the REO, when the collective agreement was being bargained in 1981-82, was not bargaining on behalf of C.I.L. because C.I.L. was not an employer engaged in the territory and trade jurisdiction. He further argued that C.I.L. is not bound to the collective agreement by the provisions of s.56 of the Act. He also referred the Board to *H.D.C. Construction Co. Ltd.* and to *PCL Construction Ltd.* in support of his submissions on this question.

Counsel for Local 1975 urges the Board to put a literal meaning on the phrase, "On the Issuance," used in s.54. To do so would render meaningless the entire concept of registration as we know it, and would bring total chaos to the unionized construction industry. It would mean that if a company employed

employees on the particular date the registration certificate was issued, whether or not they had employees in the period during which the Board determined what companies were to be considered for majority support determinations, they would find themselves bound then and for the duration or lifetime of the certificate, whether they ever, before or after, were an employer engaged in the territory and trade jurisdiction. It would also mean, because of the use of the words “or subsequently establishes the right of collective bargaining” that if an employer was engaged in the territory and trade jurisdiction on the date the registration certificate was issued, in this case Nov. 14, 1974, and the trade union did not establish the right of collective bargaining until 1986, the registration collective agreements in place since Nov. 14, 1974 would have applied to this company. Of course this is not the application of the provision nor was it the intent.

The phrase “On the Issuance” used in s.54 clearly means that the provisions and authorities apply from that point in time; they are not retroactive or come into effect at a later point in time. The use of those words would also indicate to us that the determination as to whether the REO has authority to bargain has nothing to do with whether a given company was an employer for the majority support determinations made during the inquiry into the application for registration, nor whether it was in existence on the date the registration certificate was issued.

The words “On the Issuance” are not used in isolation. The words go on to say what happens “On the Issuance,” namely that the employers’ organization named therein becomes a “registered employers’ organization.” “Registered employers’ organization” is defined in s. 1(1)(t) of the Act as an employers’ organization registered as an agent for collective bargaining by the Board.

What is an employers’ organization? The definition, which is exhaustive, is set out in s. 1(1)(m) of the Act. This section reads:

1(1) In this Act,

(m) “employers’ organization” means an organization of employers acting on behalf of an employer or employers, having as one of its objects the regulation of relations between employers and employees, whether or not the employers’ organization is a registered employers’ organization;

“Employer” is also defined in s. 1(1)(l). It reads:

1(1) In this Act,

(l) “employer” means a person who employs an employee,

Section 1(1)(k) of the Act defines the meaning of “employee.” It reads:

1(1) In this Act,

(k) “employee” means a person employed to do work who is in receipt of or entitled to wages, but does not include

(i) a person who, in the opinion of the Board, exercises managerial functions or is employed in a confidential capacity in matters relating to labour relations, or

(ii) a person who is a member of the medical, dental, architectural, engineering or legal profession qualified to practise under the laws of Alberta and employed in his professional capacity;

Therefore, only an organization of employers acting on behalf of one or more persons who employ employees may become registered as an agent for collective bargaining.

Returning to s.54, the employers’ organization clearly becomes a REO on the issuance of a registration certificate “and has exclusive authority to bargain collectively with the trade union named in the registration certificate.” Therefore, on the issuance of Registration Certificate No. 2-74 the REO had exclusive authority to bargain collectively with Local 1975. However, the exclusive authority is only granted on behalf of those set out in clause (a) or (b) of s. 54(1). Clause (a) gives the authority to bargain on behalf of “employers” as defined in s. 1(1)(i) who are “engaged in the territory and trade jurisdiction in the construction industry set out in the registration certificate.

The meaning of the words “engaged ... in the territory and trade jurisdiction” has been set out in many decisions of this Board. At pages pp. 15-16 in *PCL Construction Ltd.* the Board stated:

Section 54(1)(a) grants collective bargaining authority to the registered employers’ organization to represent in collective bargaining “all employers engaged... in the trade jurisdiction ... The authority thereby granted to the registered employers’ organization is to represent employers and employer “means a person who employs employees.” In the exercise of its collective bargaining authority, the registered employers’ organization is representing employers, and a collective agreement when negotiated and concluded will primarily establish the terms and conditions of employment of the employees of the employers that the employers’ organization represents. Work in a trade jurisdiction will be performed by employees of the employers represented by the employers’ organization and will be performed pursuant to the terms of the collective agreement entered into by the employers’ organization with the trade union that represents such employees. The

same reasoning, we believe, applies with respect to Section 56, which binds Section 54(1)(a) employers to the collective agreement so concluded, which collective agreement sets out the terms and conditions of employment of the employees of the employers represented by the employers' organization. The scope of that collective agreement is limited to the bargaining agency granted to the registered employers' organization; it is limited to the territory and the trade jurisdiction set out in the registration certificate.

For these reasons we are satisfied that "engagement" must be measured by considering whether an employer employs employees in the territory and trade jurisdiction and not by the contractual responsibility of the contractor to cause work to be performed, unless that employer chooses to cause that work to be performed by customarily directly employing employees to perform the work of the trade.

The REO also has the exclusive right to bargain for those employers coming within the ambit of s. 54(1)(b). There was no suggestion that this section has any applicability in these matters. Further, s. 54(2) sets out an additional requirement which has the effect of removing from the REO the authority to bargain if the trade union loses the right to bargain collectively.

Having set out the meaning of s. 54(1) we will now apply it to the matters at hand. The evidence indicated that in about March of 1975 C.I.L. ceased to be an employer engaged in the territory and trade jurisdiction set out in Registration Certificate No. 2-74. They were no longer employing employees within the scope of the registration certificate and have not done so since March, 1975.

Accordingly, since March 1975 the REO has not, through the provisions of s. 54(1) of the Act, been bargaining on behalf of C.I.L. In addition, s. 56 sets out that a collective agreement entered into between the REO and Local 1975 is binding on, amongst others, the employers referred to in s. 54(1). As C.I.L. has not been an employer referred to in s. 54(1) since March 1975, any collective agreement entered into between the REO and Local 1975 is not and has not been binding on C.I.L. since March 1975.

In addition, the evidence indicated that C.A.L. has never employed employees within the trade jurisdiction and territory set out in the registration certificate. Therefore, it too is not an employer referred to in s. 54(1) and the collective agreements entered into between the REO and Local 1975 are not binding on C.I.L. Accordingly, the Board decides pursuant to s. 8(2)(g) and (i), that C.I.L. and C.A.L. are not bound to the collective agreement entered into between the REO and Local 1975 and that the collective agreement has not been entered into on their behalf.

The Board will now deal with the application under s.133 of the Act filed by Local 1975. The Applicant is requesting the Board to declare C.I.L. and C.A.L. to be one employer for the purposes of the Act.

Section 133 of the Act reads:

133 On the application of a trade union or on its own motion when, in the opinion of the Board, associated or related activities or businesses, undertakings or other activities are carried on under common control or direction by or through more than one corporation, partnership, person or association of persons, the Board may declare the corporations, partnerships, persons or associations of persons to be one employer for the purposes of this Act.

The purpose and meaning of s.133 was recently discussed in *International Association of Bridge, Structural and Ornamental Iron Workers, Local 720 and Empire Iron Works Ltd. and Emron Management Inc.* [1986] Alta. L.R.B.R. 167. The Board in that case pointed out that, even if the statutory elements of the section have been met, there remains a discretionary element. In this regard the Board stated:

Section 133 is discretionary. Therefore any expression of its purpose must be prefixed by the words “where appropriate.” Where appropriate s. 133 is designed to allow corporations and other business entities to reorganize their affairs, and the structure of the business vehicles through which they operate, to suit tax, personal and financing objectives, without of necessity causing disruption to established bargaining rights and relationships. Where appropriate s. 133 is designed to prevent the subverting of established bargaining relationships by artificial corporate reshuffling designed in whole or in part to achieve that purpose. Section 133’s purpose is not to allow an indirect way of sweeping employees into bargaining units which are inappropriate, or for which the Union has not acquired bargaining rights in the ordinary way, but it is to ensure that established bargaining rights are not swept away by the simple expedient of a corporate manoeuvre.

Mr. Landry argued that the use of C.A.L. to obtain the work was done so that C.I.L. could avoid the responsibilities arising from the certification. He argued that if C.I.L. had obtained the work they would have been required to contract to a union contractor because of the provisions of the registration collective agreement. We disagree.

Previously in this decision we found that C.I.L., even though certified by Local 1975, was not bound to the registration collective agreement because it was not an employer employing employees in the trade jurisdiction and territory set out in Registration Certificate No. 2-74. Since the spring of 1975 they have not been so engaged. The simple fact is that if C.I.L. obtained a contract they would not have been required, by the operation of the registration collective agreement, to contract to a union contractor. This is the effect of the *P.C.L.* decision, *supra*. That decision is authority for the proposition that such a contractor only becomes bound if they employ employees, not simply if they contract to have the work done.

What we have here are two companies, one of which has never had millwright employees and the other none for more than 11 years. To repeat what was said in *Empire Iron Works*, “Where appropriate s. 133 is designed to prevent the subverting of established bargaining relationships by artificial corporate reshuffling designed in whole or in part to achieve that purpose.” In this matter, Local 1975 has not had a bargaining relationship with either of the companies for over 11 years and there was no such relationship subverted by C.A.L. obtaining and transferring a contract to C.I.L. which in turn subcontracted the labour to Cooper Energy Services. Accordingly, even though the statutory elements of the section have been met, it is the decision of the Board not to exercise its discretion and declare C.I.L. and C.A.L. to be one employer for the purposes of the Act with respect to Local 1975 at the Novacor project.

Turning now to the application under s. 42(3) of the Act for the revocation of Certificate No. 127-65 the applicable sections of the Act read:

42(3) An employer or former employer may apply to the Board to revoke the certification of a bargaining agent but only if the employer or former employer and the certified bargaining agent have not bargaining collectively for a period of at least 3 years

(a) after the date the trade union became the certified bargaining agent, if no collective agreement has been entered into affecting the employer or former employer and the certified bargaining agent, or

(b) after the first fixed date for the termination of the collective agreement, if a collective agreement has been entered into affecting the employer or former employer and the certified bargaining agent.

43(1) The Board on receipt of an application for revocation of the certification of a bargaining agent

(a) shall revoke the certification of a bargaining agent if the Board is satisfied that the majority of the employees in the unit represented by the bargaining agent no longer desire the bargaining agent to carry on collective bargaining on their behalf, and

(b) may revoke the certification of a bargaining agent if it is satisfied that

(i) there have been no employees in the unit represented by the bargaining agent for a period of at least 3 years, or

(ii) *the bargaining agent has abandoned its bargaining rights.*

Looking first to the timeliness of the application, s. 42(3)(a) deals with the period immediately following the issuance of a certification. If no collective agreement has been entered into affecting the employer or former employer and the bargaining agent, then an application cannot be made by the employer or former employer until at least 3 years have elapsed. If a collective agreement has been entered into affecting the employer or former employer and the bargaining agent, s. 42(3)(b) provides that no application may be made until at least 3 years has elapsed since the first fixed date for the termination of the collective agreement.

Here Local 1975 was certified and collective agreements were in effect and binding on C.I.L. until they ceased to be a s. 54(1) employer, an employer engaged in the territory and trade jurisdiction set out in Registration Certificate No. 2-74. This was in about March 1975. Therefore, no collective agreement has been entered into affecting this former employer for many more years than the 3 years set out in the section. Accordingly, we find the revocation application to be timely.

Turning now to s. 43(1), the wording of the section sets out several different criteria. If the Board is satisfied that the majority of the employees in the unit represented by the bargaining agent no longer desire the bargaining agent to carry on collective bargaining on their behalf, the Board shall revoke the certification. Clearly the section does not apply in this case.

In this matter there are no employees in the unit so, pursuant to s. 43(1)(b) the Board may revoke if there were no employees in the unit for at least 3 years or the bargaining agent has abandoned its bargaining rights. The evidence before us is that there have been no employees in the unit for some 11 years. This means that the Board “may” exercise its discretion and revoke or not revoke the certification. There is no suggestion that Local 1975 has abandoned its bargaining rights, so the basis for deciding whether to revoke or not rests with the fact that there have been no employees in the unit for some 11 years.

In most provinces, the absence of employees employed in the bargaining unit does not provide a ground for termination of bargaining rights. Only New Brunswick, British Columbia and this province have a statutory provision allowing for revocation of bargaining rights after the unit has been vacant for a period of time. (See *Canadian Labour Law*, Adams, p. 450). However, little jurisprudence is available on a discretionary element such as ours and no authorities were provided by Counsel that are even remotely on point.

Generally, in provinces without a statutory provision allowing for revocation when the unit is vacant, there is a general reluctance to grant revocation in the absence of employees and a more specific reluctance in the construction industry. In *Fluor Utah Ltd. v Construction and General Workers' Union, Local 890*, [1974] 5 W.W.R. 435 the Saskatchewan Board stated:

In the construction industry, to permit the decertification at the instance of an employer when there are no employees in a unit would require unions to apply for certification for each employer for each new construction project if an employer chose to decertify at the conclusion of each project. This would be an impossible task and would, in effect, destroy adequate union representation in the construction industry and disrupt collective bargaining as it exists in the construction industry.

We do not disagree with the philosophy enunciated in that case. However, we believe that such situations were contemplated by the legislative draftsmen in Alberta since our legislation does not allow for revocation of vacant units by an employer or former employer unless the Board is satisfied, outside of abandonment, that the unit has been vacant for at least 3 years.

Even if the statutory three year requirement has been met the decision as to whether the Board will revoke the certification is discretionary. This allows the Board to take into consideration any factors which may be advanced by the parties or noted by the Board.

One of the factors for consideration is that C.I.L. is actively engaged in the construction industry. This Board recognizes that in the construction industry many employers only employ employees for the duration of a particular project. Between projects the unit is vacant. In jurisdictions without a statutory time element those boards are generally not disposed to grant revocation during the period when the unit is vacant. (See *Canadian Labour Law*, Adams p. 450.):

In the matter before the Board, we do not have a situation where C.I.L. is attempting to revoke a certification between projects. We have a period of over 11 years that the unit has been vacant, some 8 years beyond the minimum set out in the legislation. Therefore, we see no purpose to be served in maintaining a bargaining relationship that has clearly been inactive and has served no purpose whatsoever over this lengthy period of time. Clearly, while still active in the construction industry generally, C.I.L. made a decision several years ago to no longer employ millwrights. No labour relations purpose would be served in continuing a non-existent relationship with Local 1975. Accordingly, it is the decision of the Board to revoke the certification.

In making this decision the Board is mindful that C.I.L., now rid of the certification, could reverse its obvious business decision and hire millwrights. Should that occur in the near future, the Board may well reconsider this decision.