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Cited as:

Vertex Construction Services Ltd. (Re)

International Union of Operating Engineers,
Local Union No. 955, applicant, and
Vertex Construction Services Ltd. and Christian Labour
Association of Canada, respondents

[1999] Alta. L.R.B.R. 183
Board File: GE-02876, CR-02331

Alberta Labour Relations Board
J.R.W. Blair, Chair, R. Campbell and S. Boyd, Members

March 17, 1999.

Appearances:

Murray M. McGown, Q.C. (counsel), Doug Gossett, for the applicant.
Daniel J. McDonald, Q.C. (counsel), Rod Schenk, for the respondent CLAC.
David J. Ross, Q.C. (counsel), Michael Vos (counsel), Gerald Acheson, for the respondent Vertex.

Bargaining agents — s. 1(b) — Definition — "trade union that acts on behalf of employees" — CLAC entered into negotiations at a time when it was not representative of the employees — Agreement of no force and effect.

Collective agreement — Definition — s. 1(f) — A "collective agreement" must be between an employer and a "bargaining agent" — Requirement that trade union "acting on behalf of employees" at time negotiations entered into — Attempt at ratification did not cure defects — Agreement of no force and effect.

Recognition — Voluntary — s. 40 — Provisions contemplate bargaining agent acting "on behalf of employees" - - Limits to voluntary recognition agreements — Choice flowing from employees and not employers — Agreement of no force and effect.

Sale of business — Successor rights — s. 44 — Transfer of one business to another — Declaration issued.

Timeliness — s. 55 — Certification applications in respect of two different companies — Differently named companies are separate legal persons and different employers - - Two applications not the "same or substantially the same" — Board consent was not required — Considerations of legislative intent of section — Section does not contemplate a bar in respect of successor employers.

Working conditions — Alteration — s. 145(1) — Agreement intended to cover employees who were subject of a certification application — Falling within the "freeze" period — Agreement was of no force and effect.

Collective agreement — Employer's support — s. 146(1)(b) — Employer contacted CLAC and invited them to enter into agreement — CLAC entered into negotiations at a time when it was not representative of the employees — CLAC provided with prohibited support, including signed agreement, location of and access to employees — Attempt at ratification did not cure defects — Agreement of no force and effect.

The International Union of Operating Engineers, Local 955 ("Local 955") applied for certification of a unit of employees of TRE Technical Corporation Ltd ("TRE"). A numbered company was in the process of changing its name to Vertex Construction Services Ltd. ("Vertex") and acquiring shares of TRE with the intent of amalgamating the two companies and transferring the employees of TRE to Vertex. While the certification application was pending with TRE, Vertex contacted the Christian Labour Association of Canada ("CLAC") with an offer of voluntary recognition with a view that Vertex would likely be facing certification applications from the building trades unions. A collective agreement was signed between representatives of Vertex and CLAC to cover the employees then employed by TRE. At the time the agreement was negotiated CLAC had not taken steps to involve the employees intended to be covered by the agreement. Local 955 filed a certification application in respect of Vertex. Vertex and CLAC claimed that the application was untimely by operation of a collective agreement. Vertex further argued that as there had been a successorship from TRE to Vertex, the application in respect of Vertex was untimely by operation of the 90 day bar in s. 55.

Held, the collective agreement signed between CLAC and Vertex was not a bar to Local 955's application for certification of Vertex. Section 40 contemplates a voluntarily recognized trade union acting on behalf of employees, which contemplates a choice flowing from employees and some real representational capacity. The Code defines "bargaining agent" as a "trade union that acts on behalf of employees". A "collective agreement" must be between an employer and a "bargaining agent" which is a "trade union that acts on behalf of employees". It would be a rare case, if any, where the Board would uphold an agreement if the union was not in some meaningful way representing the employees at the time of negotiation. CLAC entered into negotiations at a time when it was not representative of the employees so the agreement was of no force and effect.

The business of TRE was transferred to Vertex and that transfer attracted the operation of s. 44 (1). Notwithstanding this declaration, the applications for certifications were in respect of differently named companies which are separate legal persons and therefore different employers. Applications for certification in respect of differently named companies were not the "same or substantially the same" applications. The legislative intent behind s. 55 included the goal of discouraging unions from making repeated certification applications in respect of the same employer within a short time frame. The section does not contemplate a bar in respect of successor employers.

The agreement between CLAC and Vertex was intended to cover employees of TRE who were at the time the agreement was entered into, the subject of a certification application filed by Local 955. It therefore fell within the "freeze" period in s. 145(1) and had the effect of altering terms and conditions of employment. The remedy is that the CLAC agreement was of no force and effect.

CLAC was invited by the employer to enter into a collective bargaining relationship, obtained a document purporting to be a signed collective agreement, was advised of the locations at which employees were working, and given access to those locations which constituted prohibited support in violation of s. 146(1)(b).

REASONS FOR DECISION

¶ 1 On March 30, 1998, the International Union of Operating Engineers, Local 955 ("Local 955") applied for certification for a unit of "general construction operating engineers" employed by an organization identified as Vertex Construction Services (the "Employer" or "Vertex"). The Officer's

Report, dated April 3, 1998, recommended dismissal of the Union's application on the basis that a collective agreement was in effect covering the bargaining unit in question between Vertex (the legal name of which was identified by the Officer as Vertex Construction Services Ltd.) and the Christian Labour Association of Canada, Local No. 63 ("CLAC").

¶ 2 Local 955 disputes the existence of a collective agreement on a number of grounds. The Board was notified of Local 955's objections by letter dated April 9, 1998. However, issues with respect to this matter continued to emerge, and indeed both Vertex and Local 955 filed applications arising out of the somewhat complex facts surrounding this matter as late as September, 1998.

¶ 3 Essentially, the validity of the alleged collective agreement between Vertex and CLAC continues to be an issue. Other issues that arose included whether Local 955's application was barred by reason of an unsuccessful certification application in respect of a company called TRE Technical Corporation, which had been filed on January 22, 1998, and dismissed on February 13, 1998. Local 955 complained on September 25, 1998, relying on information obtained in testimony at the hearing into the certification application affecting Vertex that the signing of the alleged collective agreement between Vertex and CLAC amounted to a violation of the freeze provisions of s. 145(1) of the Labour Relations Code, given that the certification application in respect of TRE Technical Corporation was outstanding at the date of the signing of the CLAC agreement (January 27, 1998).

¶ 4 In short, an apparently simple certification application proved to be anything but.

¶ 5 Having carefully considered the evidence, and the submissions of the parties, we have concluded that the alleged collective agreement with CLAC is not a bar to Local 955's application. We have also concluded that certain other arguments advanced against Local 955's application cannot succeed.

¶ 6 A lengthy review of the basic facts will reveal how this rather unusual state of affairs came to pass.

I. The Companies

¶ 7 On November 20, 1997, a company named 763823 Alberta Ltd. was incorporated. The original Director, J. Patrick Bond, was replaced as Director by Robert Riddle on December 31, 1997. Robert Riddle is a barrister and solicitor whose name appears frequently in the context of the various corporate transactions, but who has no apparent day-to-day involvement in the affairs of the company.

¶ 8 On February 4, 1998, a name change was registered in respect to 763823 Alberta Ltd., which became Vertex Construction Services Ltd. The name change was accomplished by resolution dated February 1, 1998, signed by President Robert Riddle. On April 14, 1998, an amalgamation of Vertex Construction Services Ltd. and TRE Technical Corporation Ltd. was registered under the signature of Mr. Riddle. On February 2, 1998, Vertex Construction Services Ltd. purchased shares of TRE Technical Corporation from Acheson Holdings Ltd. and TDF Management Ltd. Gerald Acheson, the owner of Acheson Holdings Ltd., has been responsible for the day-to-day direction of the activities of TRE, the numbered company and, of course, after the name change, Vertex. Also on February 2, 1998, Mr. Acheson and Terry Fleming, the owner of TDF Management Ltd., were replaced by Mr. Riddle as Directors of TRE Technical Corporation Ltd..

¶ 9 However complicated all this may appear, the bottom line is that a new company, which subsequently became Vertex, was formed in November, 1997, and by April 14, 1998, had amalgamated with TRE.

¶ 10 TRE was, at all material times, in the business of (as the officer describes it) providing construction management services and labour for various construction projects. In particular, TRE carried out work under contract to HMW Construction Ltd. Despite certain arguments on behalf of Vertex that TRE (and not Vertex) continued in this role up to the time of the amalgamation, we find that at or around the time of the change of name to Vertex that was precisely the business Vertex was in as well. Indeed, we have concluded that a successorship occurred between TRE and Vertex in February, 1998 more will be said about that later.

¶ 11 It is beyond dispute that the day-to-day activities of TRE, and Vertex once it was active, were under the direction of Gerald Acheson who testified at some length in these proceedings. The Board learned that the creation of the numbered company, which subsequently became Vertex, was based upon a misunderstanding of some legal advice that was received about labour relations issues. It was perceived that there was some advantage in having two companies (TRE and the numbered company which ultimately became Vertex) as opposed to simply TRE. Once it became evident that there was no such advantage, a decision was taken to amalgamate TRE with the new company.

¶ 12 It is fair to say that to any outside observer of the day-to-day activities of the companies, nothing much changed over this period of time other than the names under which business was being done. Be that as it may, it must be born in mind that corporations are legal persons separate and apart from those who own and/or manage them. In that vein, we point out that until such time as the companies were amalgamated, Vertex (formerly the numbered company) and TRE were two separate legal entities.

¶ 13 In February, 1998, concerted efforts were made to have Vertex step into the roles formerly filled by TRE. Although there is no evidence of any transactions occurring between the two corporations, in various contexts, such as banking, workers' compensation, GST etc., Vertex replaced TRE. While it may have looked like a name change to various commercial enterprises and government enterprises that ceased dealing with TRE and began dealing with Vertex, in fact TRE continued to exist up until the formal amalgamation registered April 14, 1998. It is clear, however, and we so find, that the day-to-day activities of TRE were transferred de facto to Vertex at or around the time of the change of name from the numbered company to Vertex.

II. The CLAC Agreement

¶ 14 Mr. Acheson recalled in testimony Vertex contacting CLAC in December of 1997. The decision to contact CLAC was made in the face of the view that Vertex would likely be facing certification applications from a multiplicity of building trades unions. Representatives of Vertex were attracted to the "multi-trade" aspect of CLAC, as well as a more competitive pay structure. A meeting took place in January with Rod Schenk and Mike Loenan of CLAC, who provided a sample collective agreement from Ledcor, another contractor. After the meeting, which occurred on January 7, 1998, representatives of Vertex reviewed CLAC's proposed collective agreement and made a number of comments in a letter to CLAC dated January 8, 1998. Mr. Schenk responded by letter on behalf of CLAC dated January 13, 1997, indicating CLAC's position on the various issues representatives of Vertex had raised. Arising from the meeting and exchange of correspondence, the collective agreement was signed by Mr. Acheson on behalf of Vertex Construction Services and Mr. Loenan on behalf of CLAC on January 27, 1998.

¶ 15 A couple of significant issues arise from the timing of the negotiation and execution of the agreement between Vertex and CLAC. At the time the collective agreement was negotiated and executed, the employees intended to be covered by the agreement were employees of TRE. The agreement identifies Vertex Construction Services as the Employer, but it was understood between Mr. Acheson and CLAC that Vertex was poised to replace TRE as the Employer. Indeed, at the time the collective agreement was executed, there was no Vertex there was a numbered company, which

was shortly to become Vertex.

¶ 16 One reason that this is significant is because at the time the agreement was entered into, there was an outstanding certification application by Local 955 in respect of some of the TRE employees which the CLAC agreement was intended to cover. That certification application was made on January 22, 1998. The Officer's Report was issued on February 10, 1998, and Local 955's application in respect of the TRE employees was dismissed on February 12, 1998, on the basis that it lacked 40% support. It is on that basis that Local 955 claims that the Employer (which at the time was TRE) violated the freeze provisions of s. 145 of the Code. More will be said of that later.

¶ 17 Further, at the time the CLAC agreement was executed, CLAC had not yet taken steps to involve the employees intended to be covered by the agreement. It was CLAC's position, communicated to representatives of Vertex, that the agreement was subject to its ability to meet with employees and secure from them an indication of support for CLAC as a bargaining agent and acceptance of the collective agreement. CLAC's position, as Mr. Schenk explained it, was that if it were successful on neither count, it would abandon the initiative to establish a bargaining relationship with Vertex. If, on the other hand, the employees indicated acceptance of CLAC as bargaining agent but rejected the collective agreement, it would seek to negotiate further with Vertex.

¶ 18 It will be apparent that we have, for the most part, avoided using the word "Employer" to this stage of the analysis of the facts. Vertex can hardly have been said to be the Employer in January, 1998. The numbered company that became Vertex on February 4, 1998 (by resolution dated February 1, 1998) was in existence, but the workforce was clearly employed by TRE. It is clear from Mr. Schenk's evidence that CLAC understood that, and had no difficulty dealing with Mr. Acheson on that basis. Nor is there any reason why it should have had any difficulty the intention to transfer the employees of TRE to Vertex was made quite clear, and there was no reason for CLAC to concern itself with the technical niceties of the corporate transactions that were contemplated. What should have been of concern to both CLAC (in the event that it knew, which the evidence does not establish) and Mr. Acheson was the outstanding certification application filed in respect of the TRE employees on January 22, 1998.

¶ 19 Following signing of the collective agreement, CLAC was advised of the locations at which employees were working, and on the basis of that advice, representatives of CLAC attended at those various locations in early February for the purpose of seeking an indication of employee support, both for CLAC as bargaining agent and for the collective agreement as it had been negotiated. Leaving aside the question of whether or not s. 145 of the Code was violated, the signing of the collective agreement and the permission, implicit or explicit, to CLAC to attend at the various sites can hardly be seen as neutral activity in the context of Local 955's certification application. None of these facts surfaced at the time in any Board proceeding related to that application however. The application was simply dismissed in the normal course for, as the Officer found, want of sufficient support. There is no evidence that CLAC was made aware of all the circumstances. Be that as it may, Vertex's actions in continuing to deal with CLAC and condoning CLAC's presence on its sites with a signed document purporting to be a collective agreement are troubling indeed. It illustrates that Mr. Acheson, whether acting on behalf of TRE, the numbered company, or Vertex (and we find that he was acting on behalf of both TRE and the numbered company which became Vertex at the time) was willing to use CLAC in order to undermine Local 955's attempt to represent the employees. The situation is illustrative of the kind of mischief the Board has been concerned about in cases involving voluntary recognition in respect of employees that a Union cannot be said to represent. Those decisions will be discussed later.

¶ 20 In any event representatives of CLAC attended at each of three job sites, referred to as Foster Creek, Amber Energy and Calmar over the period from January 29, 1998 to February 5, 1998. A letter to Vertex Construction Services dated February 6, 1998 includes the following:

We have tabulated the votes taken on the three job sites (Foster Creek, Amber Energy and Calmar) and the majority of the employees of TRE Technical Services voted in favour of both CLAC representation and, the Vertex Construction Services collective agreement. The agreement is therefore ratified by the employees and as per our agreement, effective February 2, 1998.

¶ 21 The first meetings were held in the company's trailers at the various sites at about 5:30 p.m. In a couple of cases, second meetings were held for the vote. The basic format of the meetings, as described by Mr. Schenk in evidence and by the typewritten minutes produced by CLAC, varies little from site to site. Employees are told that the purpose of the meeting is to discuss a vote on the collective agreement and also on accepting CLAC as a bargaining representative. An overview is given and discussion takes place on the role to be undertaken by CLAC and the content of the collective agreement. A secret ballot vote is held, and a couple of employees present count the ballots. The single ballots used in this instance contained two parts and read as follows:

I hereby vote in favour of representation by CLAC Local 63 and Local 65 in my employment relations with Vertex Construction Services and I vote in favour of the collective agreements (construction and maintenance) negotiated between CLAC Local 63 and Local 65 and Vertex Construction Services.

¶ 22 Employees were given the option of marking the ballot yes or no in each case. In the result, between the three sites, CLAC obtained 18 yes votes to the first question and five no votes. In respect of the second question (collective agreement) there were 12 for and 11 against.

¶ 23 Local 955 points out certain troubling features of the vote/ratification procedure. It points out, for example, that CLAC's attendance sheet for the January 29, 1998 meeting in respect of Foster Creek revealed the presence of Andy Schembri, clearly identified on the sheet as a superintendent. Local 955 points out that superintendents are not covered by the CLAC agreement. Although Mr. Schenk pointed out in his evidence that it is not always clear what an employee's job function is based simply on the title that they claim, the fact remains that on the face of the attendance sheet it appears that someone claiming to be a superintendent was present. Not only does that cast into doubt whether that person is covered by the agreement, but it also suggests potential management support for the collective agreement at the meeting of employees. Further, the records reveal that all ten employees at that meeting voted. As Local 955 points out, if one assumes that Mr. Schembri voted in favour of the collective agreement, the result if his name were removed would be 11 and 11. Obviously, the Board does not know how Mr. Schembri voted, but it certainly places the conclusion of the vote in doubt. Local 955 also points out that three individuals appear to have voted who are not self evidently employees at all. In this regard, it is noted that a contractual relationship exists between TRE and three companies of which these individuals were the principals, and that was the basis upon which they were paid for their services. We make no finding about whether or not those individuals were actually employees. On the evidence, however, we find that CLAC showed little concern for the integrity of its voting constituency. Taking into account that the meetings were held on company property, that CLAC was apparently given access to the site, that in at least one case a superintendent (based on the best evidence before us) was present, we have no difficulty in agreeing with Local 955 that the results obtained by CLAC on the two questions inspire little confidence.

¶ 24 The implications of all of this evidence for the validity of CLAC's purported collective agreement will be discussed later.

III. Voluntary Recognition

¶ 25 Voluntary recognition has a clear place in our system of labour relations. Indeed, Division 6 of the Code explicitly recognizes the right of employers to bargain collectively with "... a voluntarily recognized trade union acting on behalf of his employees or a unit of them" (s. 40), and provides a mechanism for the termination by an employer of voluntary recognition. However, parties are not given unlimited or unfettered scope to enter into voluntary recognition arrangements. Section 40 clearly makes the right to enter into such arrangements subject to other provisions of the Code. Further, s. 40 also makes it clear that the right which it confers applies to bargaining collectively with a voluntarily recognized trade union "acting on behalf of ... employees." The limitations on an employer's right to bargain collectively with a voluntarily recognized trade union, and the extent to which such a collective agreement might serve as a bar to a certification application by another trade union, has been a subject of extensive comment by the Board in each of Labourers' Local 1111, Plumbers 488, O.E.'s 955 v. Sie-Mac et al. [1991] Alta.L.R.B.R. 847, and Miscellaneous Employees Teamsters Local 987 v. Westfair Foods et al. [1992] Alta.L.R.B.R. 274.

¶ 26 In Sie-Mac, supra, the Board found that "acting on behalf of employees" as that phrase is used in s. 40 "... connotes some choice flowing from employees and some real representational capacity" (page 881). The Board quoted with approval an earlier decision in Sheet Metal Workers' Local 8 v. Sheet Metal Contractors Assoc. of Alberta [1988] Alta.L.R.B.R. 326 at p. 350:

When a union approaches an employer with a request to bargain it is claiming to be, and asking to be recognized as, the bargaining agent for the employees. This means it is claiming to represent those employees and to have their support for its acting in that role. When the employer accepts the Union's request it is accepting the proposition that the Union has that degree of support. This support is usually confirmed, after the initial round of bargaining, by the ratification of a collective agreement.

¶ 27 In Sie-Mac, supra, the Board also noted the definitions of "collective agreement" and "bargaining agent" contained in s. 1 of the Code, and in particular the fact that a collective agreement must be between an employer or an employers' organization and a "bargaining agent". "Bargaining agent" in turn is defined in part as "a trade union that acts on behalf of employees." The Board rejected the notion that the union in the Sie-Mac, supra, case was "... free to negotiate collective agreements with employers without any substantial consultation with the employees in question" (at p. 883). In doing so, the Board made the following comments (at p. 883):

Section 19 gives employees the fundamental right to choose trade union representation.

19(1) An employee has the right (a) to be a member of a trade union and to participate in its lawful activities, and

(b) to bargain collectively with his employer through a bargaining agent.

This choice belongs to employees, not to employers. Several provisions in the Code exist to protect this fundamental right. These protections permeate the unfair labour practice provisions, the certification process and the provisions governing collective agreements. Section 146 and 131 are examples. These protections also illustrate the broad purpose or spirit of the legislation. The fundamental right and freedom guaranteed to Alberta employees under this legislation is the right to join with fellow employees in collective bargaining, free of undue influence from the employer or

those acting on the employer's behalf. This right, while collectivist in nature and based on majority rule, is an employee right.

The institution through which employees can express their right to bargain collectively is the trade union. But the Code's primary focus is not to benefit trade unions for themselves. It is to support them because they represent employees and to give a legal framework within which they can freely carry out those representational activities. Voluntary recognition is not a way of circumventing the employees' freedom to choose union representation, but of facilitating that choice.

Section 126 deals with the effect of a negotiated collective agreement. It gives a trade union substantial power over the working lives of employees.

126(1) The provisions of a collective agreement are binding on

- (a) the bargaining agent and every employee in the unit on whose behalf it was bargaining collectively;...

Sections 19 and 126 are cornerstones of the Code's collective bargaining system. The whole Code facilitates employees, by majority choice, selecting trade union representation. Both sections use the term "bargaining agent" rather than "trade union".

The General Workers Union's interpretation of s. 1(b) is unconvincing. If this were true, why use the word "bargaining agent" rather than just "trade union" in the definition of collective agreement? We believe it is obviously the correct reading of that section that the trade union must be acting on behalf of employees whether it is acting in collective bargaining or as a party to a collective agreement with an employer. Put in reverse, we reject the argument that a trade union can become a bargaining agent just because it signs a document with an employer that looks like a collective agreement.

Our view of this is reinforced by the words in section 40. The right an employer has to recognize a trade union voluntarily is subject to the other provisions of this Act and must involve a trade union acting on behalf of his employees. We read s. 40 as referring to a trade union that does act on behalf of his employees (or the ones the employer agrees to use from the hiring hall, in that situation). It does not extend to a trade union that would just like to act on behalf of employees but enjoys no real support in the bargaining unit.

[underlining added]

¶ 28 In *Sie-Mac*, supra, the Board engaged in an exhaustive analysis of the law from certain other jurisdictions. We need not cover all the same ground that the Board covered in that case. The following discussion of the seminal decision of the B.C. Board in *Delta Hospital v. Hospital Employees Union, Local 180 et al.*, [1977] C.L.R.B.R. 356 is helpful (at p. 885 of *Sie-Mac*, supra):

The B.C. Board certified the Operating Engineers for one or two plant employees working in the new Delta Hospital. The employer then voluntarily recognized the Operating Engineers for another, far larger, group of employees. A competing union applied for certification. As in this case, that applicant faced a statutory time bar said to arise because of the pre-existing voluntary recognition agreement.

The Board held that the B.C. Code contemplated voluntary recognition collective agreements. However, it discussed at some length the statutory restraints on such agreements. It began by noting:

The assumption of particular provisions of the Code is that a trade-union will represent employees in their employment relationship. A trade-union is a vehicle through which employees can come together and have some meaningful input into the terms and conditions under which they will work. This is implicit in several provisions of the Code. Section 1(1) defines collective agreement as "an agreement in writing between an employer ... and a trade-union, containing rates of pay, hours of work, or other conditions of employment ...". It is employees who receive the pay established, work the hours set, and live under the other provisions negotiated. Presumably, it was intended that the trade-union would be representative of the employees during the bargaining which produced those terms. Many of the Code's unfair labour practice prohibitions have as their purpose the preservation of employee freedoms: to opt for collective bargaining and to select a bargaining agent.

The B.C. Board came to this conclusion without any words in the definition of a collective agreement speaking directly of a trade union acting in a representative capacity. They went on to discuss, in a general way, the advantages and pitfalls of voluntary recognition agreements:

Each of the two routes to legal recognition of a trade union -- recognition by compulsion of a certificate and recognition by agreement -- has its own advantages. The principal advantage of the first is that it is an orderly, statutory process and one which is overseen or monitored by an independent tribunal having the responsibility to protect the legitimate interest of employers, trade-unions, and employees. The most commonly noted advantages to recognition by agreement are that the parties have come together initially on amicable terms rather than as adversaries; that the parameters of the bargaining relationship are determined by the parties themselves rather than by some external agency which may or may not fully understand the intricacies of their work situation; and that expense and delay are avoided. (In some industries, most notably the construction industry, these advantages have resulted in the second route being almost as prevalent as the first.)

Voluntary recognition, then, has a place in British Columbia labour relations. It has its own distinct advantages. But it is also true that there are risks to voluntary recognition which are not present, or are less likely to be present, where the relationship is initiated by a certificate or bargaining authority issued by a labour board, following the full paraphernalia of certification proceedings. For example, there is a danger that a "sweetheart" deal may be struck, one which favours the trade-union and management but which is to the distinct disadvantage of the employees. (We hasten to say that there was no suggestion of such an arrangement here.) Alternatively, an employer may, for no readily apparent reason invite a trade-union to enter into a collective agreement, but later examination reveals that the employer's objective was to influence his employees against another trade-union which had been experiencing some organizational success. Finally, even in the