



Ius Laboris Canada Global HR Lawyers

MathewsDinsdale

# National Labour Arbitration Competition 2022

February 11 – 13, 2022

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## Introduction

Mathews Dinsdale is delighted to welcome all of you to the 24<sup>th</sup> annual National Labour Arbitration Competition. This event is unique in the labour law community and we are, as ever, honoured to host it. It has grown from humble beginnings to a well-recognized mooted event, largely due to your participation.

Due to the COVID-19 pandemic restrictions we are once again hosting this event virtually. We will miss the annual gathering of participants, coaches, colleagues and friends but look forward to when we can meet again safely, in person. We also recognize the effort and time invested by all the participants and coaches, particularly in the unique circumstances of these times, and we thank everyone for their flexibility and patience as we have all learned to navigate new processes.

We trust that a number of you will choose labour and employment law as your career path and hope that you will look back on this event with fond memories.

We wish all of you an enjoyable and fulfilling experience.

***The Partners, Associates and Staff of Mathews Dinsdale***

# Weekend Agenda

February 11 – 13, 2022

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## Friday, February 11

5.00 PM – 6.00 PM                      Welcome to the Schools and Competitors

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## Saturday, February 12

11.00 AM                                  Morning Competition

2.30 PM                                    Afternoon Competition

5.30 PM                                    Speech and Practice of Labour Law Round Table

6.30 PM                                    Finalist Announcement

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## Sunday, February 13

1.00 PM                                    Final Competition

All times are Eastern Standard Time

[Zoom links to the above sessions will be available here.](#)

# Board of Arbitration

Saturday Session

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## CHAIRS

Adam Beatty	Arbitrator
Kim Bernhardt	Arbitrator
Norm Jesin	Arbitrator
Sheri Price	Arbitrator

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## UNION NOMINEES

Maeve Biggar	CaleyWray
Christopher Bryden	Ryder Wright Blair & Holmes LLP
Danna Morrison	Carpenters' District Council of Ontario
Ryan D. White	Cavalluzzo LLP

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## MANAGEMENT NOMINEES

Wilson Chan	Mathews Dinsdale
Elizabeth Keenan	Mathews Dinsdale
Kyle Maclsaac	Mathews Dinsdale
John Craig	Mathews Dinsdale

# Board of Arbitration

Sunday Session

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**The Honourable Mr. Justice Malcolm Rowe**  
Supreme Court of Canada

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**Ginette Brazeau**  
**CHAIR**  
Canada Industrial Relations Board

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**Bernard Fishbein**  
**CHAIR**  
Ontario Labour Relations Board

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# Rules of the Competition

## SCHEDULE

There will be two rounds of arbitrations held on Saturday, February 12, 2022, lasting two hours each. The first arbitration will commence at 11:00 a.m. EST and the second at 2:30 p.m. EST. Each two-person team will argue either the Management or Union side in the morning and then the side opposite in the afternoon.

The two highest scoring teams will advance to the finals taking place at 1:00 p.m. EST on Sunday, February 13, 2022. A coin flip will determine which of the final teams will represent the Management and Union sides.

The competition will be held via videoconference this year. Videoconference instructions and the agenda for the competition weekend will be provided before the competition.

## TIME LIMITS

Each team shall have a total of 50 minutes to present its case. In light of the nature of the issues raised in the problem the Union team shall have 30 minutes to present its case in chief. The Management team will then have 50 minutes to respond. The Union team will then have 20 minutes for reply. The Union team is permitted to reallocate their time between chief and reply as long as their total time is 50 minutes and as long as they don't split their case by raising improper reply arguments. If the Union team decides to reallocate its time, they will advise the panel before the start of their chief.

## CONDUCT OF THE ARGUMENT

Participants should not present a recitation of facts to the Board of Arbitration and should presume that the Board of Arbitration is familiar with the Agreed Statement of Facts. However, participants should refer to facts relevant to their submissions. Both teams should be prepared to address the arguments raised by the side opposite and anticipate questions from the panel during the course of their presentations.

Teams are expected to have researched all the issues which are raised by the Agreed Statement of Facts and should be prepared to put forth all primary and/or alternate positions which are appropriate. Teams will be limited to presenting six cases to support the various legal arguments that they may wish to make. The Union team will be limited to presenting four cases during their argument in chief and two additional cases during their reply argument.

Teams are required to email or provide a download link for their authorities / cases to our firm no later than February 4, 2022 to ensure timely electronic delivery of such authorities / cases to the Board of Arbitration and their opponents.

Please send such authorities / cases to [rsalazar@mathewsdinsdale.com](mailto:rsalazar@mathewsdinsdale.com) and [scarnevale@mathewsdinsdale.com](mailto:scarnevale@mathewsdinsdale.com)

**EVALUATION**

The Board of Arbitration will not render a decision on the merits of the arbitration, but will evaluate the teams based on the effectiveness of their arguments and advocacy skills. At the conclusion of the second arbitration the marks for both arbitrations will be tabulated.

For reference purposes, the marks will be graded out of 100 and based on the following:

Oral Presentation_____	40
Ability to respond to questions raised by the panel and arguments raised by side opposite_____	30
Understanding legal issues_____	20
Quality of legal research_____	10



# Statement of Facts

## 2022 AGREED STATEMENT OF FACTS

The Union and the Employer agree that the following facts constitute the entirety of the facts to be relied on in the Board of Arbitration's determination of this matter. Both parties reserve their rights to argue the relevance of any of the facts and evidence outlined herein. They further agree that either party may ask the panel to draw reasonable inferences from the facts as outlined.

1. The township of Andersville (the "Town") is a picturesque community, located in northern Ontario, with a population of approximately 14,000. The Town's economy is primarily dependent on the local farming and agricultural community.
2. Furniture-R-Us (the "Company"), is a provincially registered Ontario Company which has operated in Andersville since 1988, when it was opened by two pillars of the Andersville Community, Bradley and Ashley Olsen. It opened in 1988 as a small retail store which sold an assortment of affordable home furniture and décor items.
3. The employees of the Company have been represented by the Home Hardware Employee Association (the "Union") since 1993.
4. Since that time, the Union and the Company have negotiated successive collective agreements, each with 5 year terms (1993-1998, 1998-2003, 2003-2008, 2008-2013, 2013-2018).
5. The term of the current collective agreement between the Company and the Union (the "Collective Agreement") is December 31, 2018 – December 31, 2023.
6. Article 1 ("Scope and Recognition") of the Collective Agreement has remained unchanged since the first collective agreement was negotiated in 1993. It reads:
  - 1.01 *The Company recognizes the Union as the sole and exclusive bargaining agent for all employees, including casual and temporary employees, of the Company within the province of Ontario, except for supervisors and those above the position of supervisor and those excluded by the Ontario Labour Relations Act.*
7. Article 2.01 ("Management Rights") of the Collective Agreement has also been unchanged since 1993. It provides:
  - 2.01 *The parties recognize and agree that, subject only to any express restrictions contained within this Collective Agreement, the management and direction of the workforce is fixed exclusively with the Company and, without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Company to:*
    - (a) *Maintain order, discipline and efficiency;*
    - (b) *Hire, promote, demote, classify, transfer and/or suspend employees not contrary to the provisions of this agreement, and to discipline and discharge any employee for just cause;*

- (c) *Make, enforce and alter from time to time, rules, regulations, policies and practices, which shall not be inconsistent with the provisions of this Collective Agreement, to be observed by employees;*
- (d) *Plan, direct and control the work of the employees and the Company's operations;*
- (e) *Determine the hours of work, scheduling, work assignment and methods of doing the work;*
- (f) *Generally manage and operate the Company's business in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to manage the jobs, to assign and reassign work, to determine the kinds and locations of machines, tools and equipment to be used, the standards of performance for all employees, and all other matters concerning the Company's business.*

8. In 1998, the Company expanded its operations to open an adjoining warehousing facility (the "Warehouse"), to complement its retail location. This, along with the purchase of a used bright yellow delivery truck, lovingly coined "Ol' Rusty" by many in Andersville, allowed the Company to provide the option of delivery upon request to local customers in the Andersville area, and was primarily used where local customers lacked a truck of their own to transport a larger item of furniture they had purchased.

9. In the 2003-2008 Collective Agreement, the following language was added, which has remained unchanged since this time:

*15.01 All deliveries of Company products shall, wherever practicable, be made by Company employees, providing that existing Company vehicles and regular Company employees are available to do the work.*

10. Between 2005 and 2007 the Company underwent significant expansion and opened an additional three retail locations within Ontario (one in Waterloo, one in London and one in Niagara region). During this same time period the Company spent significant capital to increase the size and capacity of the Warehouse.

11. In 2005 the Company purchased two delivery trucks, which were primarily used to deliver product between the Warehouse and its other retail locations on a regular basis. Occasionally, these vehicles would also deliver large customer orders directly to retail customers.

12. The Company and the Union negotiated the inclusion of the new position of "Driver" to the Collective Agreement at around this time.

13. Ol' Rusty was ceremoniously retired to a scrap yard in 2006, despite the best efforts of numerous mechanics in Andersville to extend its useful life. A picture of Ol' Rusty remains in the staff room of the Andersville retail store, as a reminder of the commitment to personal customer service upon which the Company was founded.

14. In 2008, Brad and Ashley Olsen retired from actively running the Company, and their daughter Wendy Olsen was promoted from a general manager position to the role of CEO and president.

15. Under Wendy's leadership, the Company modernized its online marketing platform and business strategy, and increased its focus on supplying corporate customers with large

quantities of office furniture, as well as highlighting delivery options for retail customers across Ontario. The Company's new website and online store was a resounding success, and quickly became the most profitable, and largest, source of sales for the Company.

16. By 2013, the Company had developed a distribution network designed to deliver its products across Ontario. The distribution network was reviewed annually with significant input from the Company's logistics department operating from its head office in Andersville.
17. By the time the 2013 collective agreement was signed, the Company's delivery fleet had grown to a total of 17 delivery trucks, and 22 drivers were employed by the Company within the bargaining unit. The number of delivery trucks and drivers have remained at this level since 2013.
18. The 2013 Collective Agreement contained the following hours of work and overtime provisions, which applied to all full-time employees:

#### **Hours of Work**

*5.01 For all full-time employees, eight (8) hours shall constitute a day's work and five (5) days, namely forty (40) hours, Monday through Friday inclusive, shall constitute a week's work.*

#### **Overtime**

*6.01 Employees shall not be compelled to work overtime, but may volunteer to do so.*

*6.02 It is agreed that after acceptance of a delivery assignment, drivers shall complete their delivery if still on the road at regular quitting time.*

*6.03 All hours in excess of eight (8) hours a day or forty (40) hours a week shall be considered overtime. All overtime hours shall be calculated and paid at 2X an employee's regular hourly rate.*

19. Articles 5 and 6 have remained unchanged in the current Collective Agreement.
20. Although the Company maintained its brick and mortar retail locations, the large majority of the Company's 65 bargaining unit employees work either in the Warehouse, or as drivers. The most junior Drivers work in the warehouse on days where there are not driving jobs available.
21. In order to distribute its products to its customers along various delivery routes, the Company utilized its delivery trucks and existing drivers. During peak periods, or to temporarily cover for vehicle breakdowns or employee absences (such as medical leaves, vacation etc.) the Company occasionally would utilize additional drivers and vehicles employed by independent delivery companies (i.e. "agency trucks and drivers") to supplement its existing workforce and ensure the timely delivery of product. The engagement of agency trucks and drivers has never been grieved.
22. In or around 2020-2021, the COVID-19 pandemic greatly impacted business operations. The Company's retail stores were closed during the majority of the pandemic. At the same time, the Company's business faced decreased demand from corporate customers due to many corporate customers deciding to reduce office space or shift to a hybrid work model. Further, there was increasingly unpredictable demand/supply fluctuations as a result of supply chain issues.

23. In 2020, the total volume of product being handled by the Company's distribution network declined from 23,205,001 units in 2019 to 17,323,450. The reduced volumes during that period primarily related to reduced demand from corporate customers in the downtown Toronto area. In 2020, the company was not profitable for the first time in its history.
24. The Company experienced a further 7% drop in volume by the end of 2021 for its corporate customers. However, in 2021, the volume of product handled increased to 21,314,089, due to increased demand coming from retail customers.
25. The loss of volume from its corporate customers has had a disproportionately negative impact on the Company's profits as profit margins associated with corporate customers are much higher than retail customers. Even though there was a decrease in volume in both 2020 and 2021 from 2019, the decreased volume did not have a significant impact on the scheduling of delivery routes or the mileage being driven by Company Drivers as the Company experienced increase demand from retail customers from its online store.
26. Retail profit margins are lower because there is a much higher cost associated with delivering goods to retail clients. It typically takes more time to service retail customers and trucks need to travel to more customer destinations in order to complete a days worth of deliveries. This leads to higher wear and tear on vehicles, the need to hire more employees, and increased overtime pay.
27. Notwithstanding the lower overall profit margins Wendy had fortuitously invested significant resources on the Company's online presence prior to the pandemic. The Company has become an e-commerce leader in Ontario since the pandemic started. As such, the Company anticipates that it will turn a small profit in 2021.
28. From 2020 to present, there have been no layoffs or terminations of drivers employed by the Company, largely due to government wage subsidies. One driver retired unexpectedly due to a windfall she received from a savvy investment in a Company named "BoardGameStock". Another Driver was placed on long-term disability leave and is not expected to return to work in the foreseeable future.
29. The work and routes formerly done by the departed employees have been re-distributed to Drivers employed by the Company, although the use of agency trucks and drivers increased by approximately 7% in 2020, as compared to the historical use of agency trucks and drivers from 2014-2019.
30. In or around May of 2020, given the downturn in business from its higher margin corporate customers, the Company undertook an independent audit of its business practices by a local consulting firm to determine any cost-saving initiatives which might be available to it. That audit, received by the Company in July of 2020, revealed:
  - (a) Industry standard is to replace delivery vehicles of the kind owned by the Company after 7 years, following which repairs become more frequent and costly, fuel emissions increase, and the warranty on the vehicle expires.
  - (b) All of the vehicles owned by the Company were either past or approaching this seven-year mark. The audit recommended the replacement of:
    - (i) seven (7) vehicles of the existing Delivery Fleet by August 1, 2021; and
    - (ii) the remaining ten (10) Delivery Vehicles by August 1, 2022.

31. The audit further revealed that the Company's current method of carrying out deliveries was facing ongoing challenges which were having a negative financial impact. The greatest challenges identified by the independent audit were:
- (a) The cost of deliveries was increasing each year due to fuel costs and increased maintenance costs on the aging trucks;
  - (b) Given the increased business from retail customers, the Company will need to purchase at least fifteen (15) more trucks (in addition to the ones it needs to replace) in order to efficiently deliver its orders in a timely basis;
  - (c) Due to the increased demand in orders and the shift scheduling requirements under the Collective Agreement, the Company was incurring consistently high overtime costs/premium pay in fulfilling orders by drivers; and;
  - (d) the cost of replacing and adding trucks to the Delivery Fleet would require a significant capital contribution.
32. In July of 2020, the Company inquired with "YUBER", a non-unionized third party Transportation Company, to obtain a quote and proposal associated with the contracting out of its delivery services.
33. YUBER is the brain-child of child prodigy Jonesy Kenny, whom grew up in Greater Sudbury, only 30 kilometers from Andersville.
34. YUBER originated as an "on-demand" service for businesses, wherein it connects individuals with appropriate driving qualifications with commercial customers whom require truck driving and delivery services. YUBER does not directly employ the drivers it provides (whom it asserts are independent contractors) but rather pays drivers contracting fees associated with delivery contracts when they are assigned to a YUBER customer.
35. Over time, YUBER's business has evolved such that YUBER maintains its own fleet of trucks, which YUBER drivers rent from YUBER for a percentage of the fees they would otherwise receive from YUBER. While YUBER now has "truck depots" across the province where YUBER trucks are stored, its flagship lot remains in Greater Sudbury.
36. YUBER drivers communicate with YUBER with a mobile phone app. They indicate their availability to YUBER and YUBER assigns work to them based on that availability. YUBER drivers have the flexibility to decide when they want to work and when they do not work.
37. On occasion, YUBER will "ban" a driver from utilizing their app. This may occur if the YUBER driver is unsafe, damages a YUBER truck, or if the YUBER driver receives customer complaints.
38. YUBER trucks have no branding on them, apart from a small decal on the back of the truck which provides a phone number for YUBER in the event a third party wishes to report a traffic violation or other complaint associated with a driver.
39. Companies may contract with YUBER for occasional service, or enter into long term contracts where particular routes or deliveries will be performed by YUBER drivers on a regularly scheduled basis, for a fixed fee.
40. YUBER is responsible for making its own vehicle repairs and ensuring its drivers maintain all required insurance and driving licenses.

41. At least six active drivers of the Company currently utilize the YUBER app in their off-hours as a means of additional income.
42. YUBER quickly provided a proposal for its performance of the service requested by the Company, the relevant details of which are set out below:
43. The terms of YUBER's proposal permit the Company to request particular YUBER drivers by name on a weekly basis, however there is no guarantee that the driver will be available and YUBER retains the right to approve driver assignments. This is slightly different from YUBER's normal business model, which does not make allowances for a client's preference for any particular driver. This also requires YUBER to screen its pool of drivers to determine which drivers are available to work on a weekly basis.
44. Those drivers requested by the Company would be assigned by YUBER to carry out deliveries for the Company on a schedule set by the Company. Those drivers would receive a daily fee, the amount of which would be set and paid by YUBER, for that assignment. The daily fee paid by YUBER to its drivers is the same for all YUBER clients.
45. YUBER drivers assigned to work at the Company still have the ability to accept or reject the assignment by YUBER on a weekly basis. The Company would provide YUBER, on a weekly basis, all scheduled deliveries and runs for the upcoming week in order to assist YUBER in their weekly assignment.
46. YUBER would provide an on call dispatcher for all drivers whom would be the point of contact for the Company, and whom would provide instructions to drivers with respect to all duties and functions relative to their driving and scheduling. If drivers have any questions during the day, they are required to reach out to the YUBER dispatcher who may answer the question.
47. YUBER drivers and trucks would report to the Company's warehouses in order to receive the deliveries per day. The Company's shipping supervisor may, on occasion, advise the YUBER driver of any special instructions associated with the delivery.
48. While at the warehouse, YUBER drivers are permitted to utilize the Company's lunch room and washroom facilities but they do not have access to the employee locker-room.
49. For efficiency purposes, YUBER would be permitted to park the trucks assigned to the Company in the Company's warehouse and YUBER drivers can park their personal vehicles at the Company's warehouse for the duration of their assignment.
50. Each YUBER driver will advise YUBER's dispatcher when they finish the day's assignment and YUBER's dispatcher will advise the Company's shipping supervisor through an app.
51. Should there be any issues with a delivery, the YUBER driver will contact YUBER's dispatcher and the dispatcher will connect the driver directly with the Company's shipping supervisor who will then advise the driver on how to resolve the issue. It is expected that the YUBER driver comply with the shipping supervisor's advice in resolving any delivery issue.
52. Should a YUBER driver want a day off or is sick, they are to contact YUBER dispatcher who, if the request is approved by YUBER, will then assign another driver to the Company. YUBER will advise the Company of any driver changes.
53. While making deliveries for the Company, YUBER drivers are provided with a Furniture-R-Us shirt which they may wear if they choose. Customers of the Company would not

know that the driver making the delivery of the furniture is from YUBER. Should there be an issue with a delivery, the customer would contact the Company's customer service by email or phone.

54. YUBER's proposal also provides the Company with the ability to require YUBER to cease providing any driver which the Company, in its sole discretion, determines it does not wish to be delivering Company product. This may occur, for instance, if the Company receives complaints from a customer concerning a YUBER driver or delivery. YUBER will then reassign this driver to another client.
55. YUBER will charge the Company a weekly flat fee per driver and truck. This flat fee charged is regardless of the hours of work actually worked or assigned to the YUBER driver.
56. Upon receiving the proposal and quote from YUBER, the Company prepared a comparison of the costs of self-performing the work and engaging YUBER. The forecast calculations assessed both historic data, and included a projection for future years based on anticipated delivery volume, and the current cost structure under the Collective Agreement.
57. This comparative analysis revealed:
  - (a) During 2021-2022 the Company would save approximately \$600,000 by engaging delivery work under the terms of the YUBER proposal. Extrapolating this over a 10 year period, the Company would save over \$6,000,000 by engaging YUBER for its deliveries (assuming collective agreement costs do not change over that time period).
  - (b) The comparative analysis also showed that the replacement of the entirety of the delivery fleet and to increase the number of trucks to service the additional retail business. It is estimated that each new truck would cost approximately \$150,000.
  - (c) The analysis further estimated the fair market value of the existing Delivery Fleet is only approximately \$5,500 per vehicle. Any sale of the existing fleet would most likely be to a purchaser in a jurisdiction with less stringent emission standards than Canada.
58. On July 4, 2021, the Company's senior management team determined to move forward with engaging Delivery Fleet operations with YUBER. The decision was made that the Company's Delivery Fleet would be retired from service as existing delivery vehicles aged out of service on the dates recommended by the July 2020 Audit. YUBER vehicles and drivers would be engaged to perform deliveries on behalf of the Company, beginning on August 1, 2021. As existing Company delivery vehicles are retired from service, additional YUBER vehicles and drivers would be added.
59. Should existing delivery vehicles break down prior to their planned retirement, the Company determined they would be retired from service at that time, and replaced with YUBER drivers and trucks. Similarly, excess demand which cannot be met by the Company's remaining delivery fleet will be performed by YUBER drivers and trucks.
60. On July 7, 2021 the Company called a joint labour management meeting with the Union in its head office at the Andersville warehouse. At this meeting with the Union and informed it of the decision made to contract out deliveries, beginning August 1, 2021. The attendees at this meeting included the Company's senior management team. The

Company provided the Union, on this date, written notice of its intention to contract out its delivery fleet. The correspondence is reproduced below:

We regret to inform you that due to changes in the market and increased costs, the Company has determined it is necessary to reduce our delivery costs significantly. The current fleet of Company delivery vehicles are at or beyond their normal productive lifespan. Effective August 1, 2021, the Company will be retiring seven of our oldest delivery vehicles from service and the remainder of our existing delivery fleet will be retired from service on August 1, 2022. As delivery vehicles are retired from service, we will be engaging YUBER to perform the delivery routes. Drivers will have the opportunity to work in the warehouse following these changes, in accordance with their seniority, and will be “red-circled” at their prior rate of pay.

61. With retirements, attrition, and increase in online retail sales, all affected Company drivers were or will be reassigned to the warehouse, however the Company does not expect to increase its employee complement after the engagement of YUBER.
62. On August 1, 2021, the Company retired the seven oldest delivery vehicles from service and engaged YUBER for purposes of making deliveries on the terms of the YUBER’s proposal. The details of that engagement are, in fact, consistent with those described above.
63. As of January 30, 2022, the Company had engaged 12 YUBER trucks on a consistent basis.
64. Since August 1, 2021, YUBER has assigned 23 different drivers to the Company. Of these 23, 8 have performed deliveries for the Company every work-day since their original date of assignment to the Company by YUBER. 8 drivers have driven between 4 to 8 weeks at the Company and the rest were sporadic and drove less than 4 weeks in total.
65. The 8 drivers that have carried out deliveries every work day for the Company drive exclusively for YUBER and all their income is derived from YUBER. The Company has, on an ongoing basis, specifically requested these 8 Drivers to be assigned to drive at the Company. Prior to being assigned to the Company, YUBER assigned these 8 drivers to various other businesses.
66. During the course of their engagement at the Company, these 8 drivers have gotten to know the Company’s warehouse employees and shipping coordinator. They were invited to the Company’s holiday lunch, which was held outdoors at the Warehouse to ensure compliance with COVID-19 gathering restrictions. The attendees of the Holiday lunch included all Warehouse employees and drivers (approximately 65), these 8 YUBER drivers, and 10 representatives from the Company’s major suppliers.
67. With respect to the other drivers assigned by YUBER to perform deliveries for the Company, these drivers did not derive all their income from YUBER. Rather, the majority of these drivers utilized the YUBER app to supplement their incomes as they were students or held full or part time jobs elsewhere. These drivers also utilized other non-YUBER apps to supplement their incomes – such as performing food deliveries or driving passengers in their personal vehicles.
68. On August 21, 2021, the Union filed a grievance which asserted:

#### **Details of Grievance**



*The Union grieves that the Company has improperly contracted out bargaining unit work in violation of Article 15.01 of the Collective Agreement.*

*Alternatively, the Union grieves and protests that YUBER drivers are employees for purposes of the Collective Agreement.*

*The Union seeks a declaration that any contracting out to YUBER drivers is a violation of the Collective Agreement, and, in the alternative, a declaration that YUBER driver(s) utilized by the Company are dependent contractors/employees to whom the Collective Agreement applies.*

69. The parties have agreed to hear the Grievance. It is agreed the matter is arbitrable and were filed and referred to arbitration in a timely manner.
70. The parties have also agreed that the Union has the legal onus for the grievance and that the Union will present its argument first with respect to both issues.
71. While counsel for both sides are free to choose which arguments and legal doctrines they will or will not rely upon in support of the respective positions, neither Company counsel nor Union counsel are authorized by their clients to concede ANY of the outstanding ultimate issues at the arbitration hearing (that is, the merits of the ability of the Company to contract out, or the employee-status of YUBER drivers performing work on behalf of the Company).
72. Counsel are also to assume no other provisions of the Collective Agreement, apart from those referenced in this Agreed Statement of Facts, have been identified as relevant to this Arbitration.

# List of Schools

## Contacts and Participants for 2022

### University of Alberta

Law Students:	Chris Klok and Emily Phillipos
Coaches:	John Carpenter, Kristan McLeod and David Williams
Student Coaches:	Elisa Carbonaro and Elias Jimenez Gonzalez

### University of British Columbia

Law Students:	Michael Gargaro and Aleksandra Zivkovic
Coaches:	Jennifer Russell, Robert Russo and Bobby Sangha

### University of Windsor

Law Students:	Sharon Canete Munoz and Elias Toby
Coach:	Thomas Kuttner

### Dalhousie University

Law Students:	Joanna Skrajny and John Wigle
Coaches:	Liam McHugh-Russell and Eric Slone

### University of Toronto

Law Students:	Jacqueline Huang and Victoria Purdy
Coaches:	Lauren Pearce and Stephen Shore
Student Coaches:	Olivier Bishop-Mercier and Braxton Murphy

### Western University

Law Students:	Dean Barlett and Tiffany Farrugia
Coaches:	Michael Lynk and Claudia Vicencio
Student Coach:	Gabrielle Terry

### York University – Osgoode Hall

Law Students:	Jaime Zorilla Hurtado and David McIsaac
Coaches:	Michael Hines and Shelley Kierstead

### Queen's University

Law Students:	Bennett Morrison and Jacob Vanderzwet
Coaches:	Geoff Dunlop and Alan Whyte
Researcher:	Zach Powell

## Previous Winners

1999	Western University	Caroline Feeley and Stacey Hawking
2000	University of Ottawa	Geneviève Debané and Trisha Gain
2001	Dalhousie University	Rebekah L. Powell and E. Mark Rogers
2002	Dalhousie University	Meghan E. Furey and Jodi Gallagher
2003	York University – Osgoode Hall	Jessica Dowling and Jessica Sickinger
2004	University of British Columbia	Jesse Nyman and Ryan Anderson
2005	Western University	Erica Richler and Justin Lambert
2006	University of Alberta	Vincent Kurata and Derek Lai
2007	University of Toronto	Tammy Jacobson and Todd Orvitz
2008	Dalhousie University	Jody Brown and Michelle McCann
2009	University of Toronto	Laura Johnson and Inie Park
2010	York University – Osgoode Hall	Reshika Dhir and Blake Moran
2011	University of Toronto	Tim Hughes and Andrew Vey
2012	University of British Columbia	Natasha Jategaonkar and Glen Tedham
2013	University of Alberta	Avril Fisher and Natasha Edgar
2014	University of British Columbia	Megan Coyle and Brendan Dawes
2015	University of Toronto	Hilary Grice and Alex Ognibene
2016	Dalhousie University	William McLennann and Andrew Mercier
2017	Queen’s University	Stephanie McLoughlin and Geoffrey Tadema
2018	Queen’s University	Geoffrey Dunlop and Adriana Zichy
2019	Dalhousie University	Calvin DeWolfe and Megan Thompson
2020	University of British Columbia	Jaclyn Salter and Braeden Stang
2021	University of British Columbia	Sebastian Cooper and Alie Teachman



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Mathews Dinsdale is Canada's only national labour and employment law firm. With six offices from coast-to-coast, we provide employers with strategic advice, practical solutions and immediate crisis management, locally and nationally.