

CONSOLIDATED TABLE OF CASES INCLUDED IN THIS INDEX

Decisions of The Saskatchewan Labour Relations Board
1995

[NOTE: Citations refer to quarterly Saskatchewan Labour Report published by Saskatchewan Labour, Planning & Policy Division, 1870 Albert Street, Regina, Saskatchewan, S4P 3V7.]

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

Agpro Grain Inc., G.S.U., [1995] 1st Quarter Sask. Labour Rep. 243; LRB File No. 257-94.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

Argus Guard & Patrol Ltd., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 192; LRB File No. 017-95.

Brock, S.J.B.R.W.D.S.U., Local 539 and Sherwood Co-operative Association Limited, [1995] 1st Quarter Sask. Labour Rep. 74; LRB File No. 211-92.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Can West Industrial Inc., U.A., [1995] 1st Quarter Sask. Labour Rep. 219; LRB File No. 244-94.

Canada Safeway Limited/MacDonalds Consolidated, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 170; LRB File No. 093-95.

Canadian Western Agribition, S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 160; LRB File No. 228-94.

City of Regina, C.U.P.E., Local 21, Regina Civic Middle Management Association, [1995] 3rd Quarter Sask. Labour Rep. 153; LRB File No. 268-94.

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D & M Mechanical Services, I.A.B.S.O.I.W.U., Local 771, [1995] 1st Quarter Sask. Labour Rep. 197; LRB File No. 237-94.

D & T Mechanical Ltd., I.B.P.A.T., Local 1996 and I.U.O.E., Local 870 et al., [1995] 2nd Quarter Sask. Labour Rep. 132; LRB File No. 076-95.

- Delta Catalytic Industrial Services Ltd.*, Construction Labour Relations Association of Saskatchewan Inc., [1995] 1st Quarter Sask. Labour Rep. 226; LRB File No. 232-94.
- Dorval*, C.U.P.E., Local 59 and City of Saskatoon, [1995] 2nd Quarter Sask. Labour Rep. 94; LRB File No. 289-94.
- Harmon International Industries Inc.*, Weathered and U.S.W.A., [1995] 2nd Quarter Sask. Labour Rep. 136; LRB File No. 299-94.
- Harmon International Industries Inc.*, Weathered and U.S.W.A., [1995] 3rd Quarter Sask. Labour Rep. 163; LRB File No. 299-94.
- Hillcrest Farms Ltd.*, G.S.U., [1995] 2nd Quarter Sask. Labour Rep. 109; LRB File No. 014-95.
- Indian Head School Unit No. 19*, C.U.P.E., Local 2492, [1995] 1st Quarter Sask. Labour Rep. 271; LRB File No. 263-94.
- KD Mechanical Ltd.*, S.M.W.I.A., Local 296, Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 127; LRB File No. 242-95.
- Kindersley Co-Operative Association Limited*, S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 278; LRB File No. 034-95.
- Kowal*, C.E.P., Local 2-S, [1995] 2nd Quarter Sask. Labour Rep. 115; LRB File No. 001-95.
- Lüick*, C.U.P.E., Locals 600 & 600-5 and Battlefords Union Hospital, [1995] 3rd Quarter Sask. Labour Rep. 78; LRB File No. 237-93.
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- Madison Development Group Inc.*, U.F.C.W., Local 1400, [1995] 1st Quarter Sask. Labour Rep. 88; LRB File No. 189-94.
- Madison Development Group Inc.*, U.F.C.W., Local 1400, [1995] 1st Quarter Sask. Labour Rep. 94; LRB File Nos. 213-94, 214-94 & 215-94.
- Madison Development Group Inc.*, U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 195; LRB File Nos. 214-94 & 215-95.
- Madison Development Group Inc.*, U.F.C.W., Local 1400, [1995] 3rd Quarter Sask. Labour Rep. 113; LRB File Nos. 119-95, 120-95 & 121-95.
- Madison Development Group Inc.*, U.F.C.W., Local 1400, [1995] 4th Quarter Sask. Labour Rep. 62; LRB File No. 131-95.
- McDonald Metals (1983) Ltd.*, I.B.B.; I.A.B.S.O.I.W.U., [1995] 2nd Quarter Sask. Labour Rep. 104; LRB File Nos. 287-94 & 290-94.

- Medical Arts Laboratory (1989) Ltd. and Prairie Associated Pathologists' Laboratory Ltd.*, H.S.A.S. and S.E.I.U., [1995] 3rd Quarter Sask. Labour Rep. 33; LRB File No. 134-95.
- Moose Jaw Unit 252 of the Army, Navy & Air Force Veterans in Canada Incorporated*, U.F.C.W., Local No. 1400, [1995] 1st Quarter Sask. Labour Rep. 79; LRB File No. 174-94.
- Mravcak*, C.E.P., Local 594 and Consumers' Co-operative Refineries Limited, [1995] 1st Quarter Sask. Labour Rep. 103; LRB File No. 221-94.
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- Neskar*, C.U.P.E., Local 21 and City of Regina, [1995] 4th Quarter Sask. Labour Rep. 70; LRB File No. 122-95.
- North Central District Health Board and Nirvana Pioneer Villa*, S.E.I.U., Local 333, [1995] 4th Quarter Sask. Labour Rep. 124; LRB File No. 224-95.
- P.S.P. Erectors Inc.*, U.B.C.J.A., Local 1985, [1995] 3rd Quarter Sask. Labour Rep. 64; LRB File No. 083-95.
- Pasquia District Health Board, Home Care Program*, S.G.E.U., [1995] 4th Quarter Sask. Labour Rep. 112; LRB File No. 235-95.
- Pineland Co-Operative Association Limited*, Scheidt and S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 251; LRB File No. 239-94.
- Pineland Co-Operative Association Limited*, Scheidt and S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 256; LRB File No. 239-94.
- Points North Services Ltd. and Points North Construction Ltd.*, I.U.O.E., [1995] 4th Quarter Sask. Labour Rep. 115; LRB File Nos. 216-95, 217-95 & 218-95.
- Prairie Micro-Tech Inc., Durston and Sharby*, S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 183; LRB File Nos. 250-94, 251-94 & 252-94.
- Prairie Micro-Tech Inc., Durston and Sharby*, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 123; LRB File Nos. 250-94, 251-94 & 252-94.
- Prairie Micro-Tech Inc.*, S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 163; LRB File No. 088-94.
- Prince Albert Community Workshop Society Inc.*, C.E.P., [1995] 2nd Quarter Sask. Labour Rep. 294; LRB File No. 019-95.
- Printco Graphics Inc.*, G.C.I.U., Locals 73 & 560 and C.W.A.U., Local 657, [1995] 1st Quarter Sask. Labour Rep. 275; LRB File No. 233-94.

- Refrigeration Installations, a Group of Honey Limited - Honeywell Limitee*, U.A. and C.A.W., [1995] 3rd Quarter Sask. Labour Rep. 69; LRB File No. 057-94.
- Regina Board of Police Commissioners*, Regina Police Association Inc., [1995] 1st Quarter Sask. Labour Rep. 222; LRB File No. 250-93.
- Regina District Health Board*, H.S.A.S., [1995] 3rd Quarter Sask. Labour Rep. 131; LRB File Nos. 025-95 & 118-95.
- Regina Exhibition Association Limited*, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 37; LRB File Nos. 103-95, 104-95 & 105-95.
- Regina Native Youth and Community Services Inc.*, S.G.E.U., [1995] 1st Quarter Sask. Labour Rep. 118; LRB File Nos. 144-94, 159-94 & 160-94.
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- Saskatchewan Brewers' Association Limited*, U.F.C.W., Local 340, [1995] 2nd Quarter Sask. Labour Rep. 185; LRB File No. 245-94.
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- Saskatchewan Indian Federated College*, University of Regina Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 139; LRB File No. 217-94.
- Saskatchewan Science Centre Inc.*, I.A.T.S.E., Local 295, [1995] 1st Quarter Sask. Labour Rep. 237; LRB File No. 288-94.
- Saskatoon City Hospital*, S.U.N., [1995] 2nd Quarter Sask. Labour Rep. 196; LRB File No. 050-93.
- Saskatoon Poultry Products Ltd.*, U.F.C.W., Local 248-P, [1995] 2nd Quarter Sask. Labour Rep. 220; LRB File No. 089-95.
- Sherwood Co-Operative Association Limited*, Brock and S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 74; LRB File No. 211-92.
- South Central District Health Board*, S.U.N., [1995] 2nd Quarter Sask. Labour Rep. 281; LRB File No. 016-95.
- St. Elizabeth's Hospital*, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.
- Stewart*, Saskatchewan Brewers' Bottle & Keg Workers, Local Union 340 and Saskatchewan Brewers' Association Ltd., [1995] 2nd Quarter Sask. Labour Rep. 204; LRB File No. 029-95.

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Swift Current District Health Board, Swift Current Union Hospital and Cronan, S.E.I.U., Local 336, [1995] 1st Quarter Sask. Labour Rep. 174; LRB File No. 011-95.

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University of Saskatchewan, C.U.P.E., Local 3287, [1995] 3rd Quarter Sask. Labour Rep. 195; LRB File No. 139-95.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 201; LRB File No. 127-94.

Westfair Foods Limited, S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 288; LRB File Nos. 246-94 & 291-94.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 132; LRB File No. 291-94.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 3rd Quarter Sask. Labour Rep. 140; LRB File Nos. 246-94 & 291-94.

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Prairie Micro-Tech, Durston and Sharby v. S.J.B.R.W.D.S.U., Coleman and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 46 (Q.B.). (Armstrong J.).

Regina Board of Police Commissioners v. Regina Police Association Inc. and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 65 (Q.B.). (Maurice J.).

S.G.E.U. v. The Government of Saskatchewan and The Labour Relations Board of Saskatchewan, [1995] 1st Quarter Sask. Labour Rep. 68 (Q.B.). (Malone J.).

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Saskatchewan Labour Relations Board v. S.G.E.U. and Berry, [1995] 2nd Quarter Sask. Labour Rep. 45 (C.A.). (J.A.).

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DECISIONS OF THE SASKATCHEWAN LABOUR RELATIONS BOARD**

1995

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BARGAINING UNIT

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University of Regina (Mackenzie Art Gallery), C.U.P.E., [1995] 1st Quarter Sask. Labour Rep. 213; LRB File No. 266-94.

Amendment - Whether sessional lecturers' certification order should be amended by adding medical teaching associates - Board granting amendment.

University of Saskatchewan, C.U.P.E., Local 3287, [1995] 3rd Quarter Sask. Labour Rep. 195; LRB File No. 139-95.

Appropriateness - Addition of some, but not all, research scientists to academic bargaining unit - Third party funding of scientists - Community of interest of scientists is with faculty bargaining unit - Fragmentation of scientists.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 201; LRB File No. 127-94.

Appropriateness - Board amalgamated bargaining units applied for in two different applications for certification - Board deciding amalgamated unit is appropriate.

Regina District Health Board, H.S.A.S., [1995] 3rd Quarter Sask. Labour Rep. 131; LRB File Nos. 025-95 & 118-95.

Appropriateness - Whether bargaining unit comprised of production employees is appropriate - Board deciding production bargaining unit is appropriate.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 101-95 & 012-95.

Appropriateness - Whether bargaining unit proposing to take in future nursing employees is appropriate in context of health care district where existing facility-based bargaining units are not consolidated - Board deciding proposed unit is not appropriate.

Saskatoon City Hospital, S.U.N., [1995] 2nd Quarter Sask. Labour Rep. 196; LRB File No. 050-93.

Appropriateness - Whether bargaining unit should include staff at restaurant run as commercial enterprise - Board deciding restaurant staff should be included in bargaining unit.

Prince Albert Community Workshop Society Inc., C.E.P., [1995] 2nd Quarter Sask. Labour Rep. 294; LRB File No. 019-95.

BARGAINING UNIT — continued

Appropriateness - Whether four of seven groups largely composed of casual employees is appropriate unit - Board deciding unit is not appropriate.

Saskatchewan Centre of the Arts, S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 52; LRB File No. 175-95.

Appropriateness - Whether inclusion of teaching associates in bargaining unit of sessional lecturers is appropriate - Board deciding that teaching associates should be included.

University of Saskatchewan, C.U.P.E., Local 3287, [1995] 3rd Quarter Sask. Labour Rep. 195; LRB File No. 139-95.

Employee - Board deciding connection with employer is too tenuous to constitute employee for purpose of inclusion on statement of employment.

Tamtrac Holdings Ltd., I.A.B.S.O.I.W.U., [1995] 1st Quarter Sask. Labour Rep. 194; LRB File No. 254-94.

Employee - Whether employee who had suffered injury in accident had sufficient connection with employer to be included on statement of employment - Board deciding connection is insufficient.

Little Rock Construction, I.U.O.E., Local 870, [1995] 4th Quarter Sask. Labour Rep. 102; LRB File No. 190-95.

Employee - Whether employee who had suffered workplace injury had sufficient connection with employer to be included on statement of employment - Board deciding connection is insufficient.

KD Mechanical Ltd., S.M.W.I.A., Local 296, Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 127; LRB File No. 242-95.

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D & M Mechanical Services, I.A.B.S.O.I.W.U., [1995] 1st Quarter Sask. Labour Rep. 197; LRB File No. 237-94.

Exclusions - Managerial exclusion - Board delayed final decision to allow further negotiations.

North Central District Health Board and Nirvana Pioneer Villa, S.E.I.U., Local 333, [1995] 4th Quarter Sask. Labour Rep. 124; LRB File No. 224-95.

Exclusions - Managerial exclusion - Whether chief projectionist is exercising managerial authority - Board deciding primary functions of chief projectionist are not managerial.

Saskatchewan Science Centre Inc., I.A.T.S.E., Local 295, [1995] 1st Quarter Sask. Labour Rep. 237; LRB File No. 288-94.

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Prince Albert Community Workshop Society Inc., C.E.P., [1995] 2nd Quarter Sask. Labour Rep. 294; LRB File No. 019-95.

Exclusions - Whether family liaison worker position should be excluded from bargaining unit because of specialized requirements of position - Board deciding are no grounds for exclusion from unit.

Indian Head School Unit No. 19, C.U.P.E., Local 2492, [1995] 1st Quarter Sask. Labour Rep. 271; LRB File No. 263-94.

BARGAINING UNIT — continued

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Hillcrest Farms Ltd., G.S.U., [1995] 2nd Quarter Sask. Labour Rep. 109; LRB File No. 014-95.

Exclusions - Managerial exclusion - Whether processing manager, assistant processing manager and hatchery manager are exercising managerial authority - Board deciding only processing manager should be excluded, because of degree of independence in hiring and directing casual employees.

Agpro Grain Inc., G.S.U., [1995] 1st Quarter Sask. Labour Rep. 243; LRB File No. 257-94.

Exclusions - Managerial exclusion - Whether superintendent and supervisors should be excluded from bargaining unit because of redefinition of responsibilities - Board deciding that all but one should remain in bargaining unit.

City of Regina, C.U.P.E., Local 21, Regina Civic Middle Management Association, [1995] 3rd Quarter Sask. Labour Rep. 153; LRB No. 268-94.

Exclusions - Managerial exclusion - Whether tooling co-ordinator and assistant fabrications manager should be excluded - Board deciding incumbents in these positions are not exercising managerial authority and should be included in bargaining unit.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. And Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Geographic scope - Board deciding that municipal boundaries are appropriate to define unit.

Prince Albert Community Workshop Society Inc., C.E.P., [1995] 2nd Quarter Sask. Labour Rep. 294; LRB File No. 019-95.

Geographic scope - Security guards - Bargaining unit of all employees south of 51st parallel is appropriate unit.

Argus Guard & Patrol Ltd., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 192; LRB File No. 017-95.

Geographic scope - Whether projected plant in another centre, not yet in operation, should be included within certification order - Board deciding that plant should not be included.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB Files Nos. 010-95 & 012-95.

Geographic scope - Whether province-wide certification order is appropriate - Board deciding province-wide certification order is not appropriate.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Scope - Whether "all-employee" unit at hospital covers employees in administration offices of health district - Board deciding central office of health district is not included in certification order.

Swift Current District Health Board, Swift Current Union Hospital and Cronan, S.E.I.U., Local 336, [1995] 1st Quarter Sask. Labour Rep. 174; LRB File No. 011-95.

BARGAINING UNIT — continued

Scope - Whether amended certification order overrides scope clause in collective agreement - Board deciding certification order governs.

Kindersley Co-Operative Association Limited, S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 278; LRB File No. 034-95.

Scope - Whether employee on long-term disability is within scope of bargaining unit - Board deciding was no severance of employment relationship and employee is included in bargaining unit.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Scope - Whether employee responsible for computer formulation of orders should be included within production unit - Board deciding responsibilities of this employee are more closely connected with office and therefore are not within scope of production unit.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Scope - Whether janitors should be included in production bargaining unit - Board deciding janitors should be included in unit.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Scope - Whether particular employee who performs work in two bargaining units should be included on statement of employment - Board deciding that if employee performs two distinct set of duties, which would place her in both bargaining units, she should be included on statement of employment of unit applied for.

Regina District Health Board, H.S.A.S., [1995] 3rd Quarter Sask. Labour Rep. 131; LRB File Nos. 025-95 & 118-95.

Scope - Whether union is entitled to rely on certification order where dues not collected for certain employees - Board deciding union is entitled to rely on certification order where there is no evidence of explicit agreement altering scope of bargaining unit.

St. Elizabeth's Hospital, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.

CERTIFICATION

Constitutional jurisdiction - Whether employer falling within Federal jurisdiction as "feed mill" - Board deciding that employer falling within provincial jurisdiction over labour relations.

Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 163; LRB File No. 088-94.

COLLECTIVE AGREEMENT

Scope - Whether collective agreement applies to bargaining unit described in amended certification order - Board deciding collective agreement applies.

Kindersley Co-Operative Association Limited, S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 278; LRB File No. 034-95.

CONSTRUCTION INDUSTRY

- Associated or related business - Section 37.3 of *The Trade Union Act* - Section 18 of *The Construction Industry Labour Relations Act, 1992* - Board is without jurisdiction to certify two separate corporations as one employer when businesses became related prior to coming into force of s. 37.3 or commenced business prior to coming into force of s. 18.
P.S.P. Erectors Inc., U.B.C.J.A., [1995] 3rd Quarter Sask. Labour Rep. 64; LRB File No. 083-95.
- Bargaining unit - Appropriateness - "All-employee" unit is appropriate unit in small maintenance company.
D & M Mechanical Services, I.A.B.S.O.I.W.U., Local 771, [1995] 1st Quarter Sask. Labour Rep. 197; LRB File No. 237-94.
- Bargaining unit - Appropriateness - Whether application should be rejected where not framed in terms of standard craft unit in connection with abatement of hazardous materials - Board deciding that craft jurisdiction is not applicable and granted order in terms proposed in application.
D & T Mechanical Ltd., I.B.P.A.T., Local 1996 and I.U.O.E., Local 870 et al., [1995] 2nd Quarter Sask. Labour Rep. 132; LRB File No. 076-95.
- Bargaining unit - Exclusions - Managerial exclusion - Evidence did not establish that general foreman exercising managerial authority.
Can West Industrial Inc., U.A., [1995] 1st Quarter Sask. Labour Rep. 219; LRB File No. 244-94.
- Certification - Board deciding that employer undertaking single job in construction industry is not grounds for dismissing applications for certification.
McDonald Metals (1983) Ltd., I.B.B.; I.A.B.S.O.I.W.U., [1995] 2nd Quarter Sask. Labour Rep. 104; LRB File Nos. 287-94 & 290-94.
- Collective agreement - National agreement - Whether employer party to national agreement is exempt from provisions of *The Construction Industry Labour Relations Act, 1992* - Board deciding employer is not exempt.
Delta Catalytic Industrial Services Inc., Construction Labour Relations Association of Saskatchewan Inc., [1995] 1st Quarter Sask. Labour Rep. 226; LRB File No. 232-94.
- Employee - Board adopting restrictive view of what constitutes relationship of employment in construction industry.
KD Mechanical Ltd., S.M.W.I.A., Local 296, Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 127; LRB File No. 242-95.
- Employee - What constitutes employment relationship in construction sector - Board deciding liberal concept of employment relationship is open to manipulation.
Little Rock Construction, I.U.O.E., Local 870, [1995] 4th Quarter Sask. Labour Rep. 102; LRB File No. 190-95.
- Employer - Use of "under the firm name and style" distinguished from associated or related businesses.
P.S.P. Erectors Inc., U.B.C.J.A., Local 1985, [1995] 3rd Quarter Sask. Labour Rep. 64; LRB File No. 083-95.

CONSTRUCTION INDUSTRY — continued

Representative employers' organization - Whether Board should examine internal decisions leading to levying of fees - Board deciding internal decisions of representative employers' organization should not be scrutinized.

Delta Catalytic Industrial Services Ltd., Construction Labour Relations Association of Saskatchewan Inc., [1995] 1st Quarter Sask. Labour Rep. 226; LRB File No. 232-94.

Representative employers' organization - Whether representative employers' organization is entitled to collect contract administration and industry development fees from employer party to national agreement - Board deciding representative employers' organization is entitled to fees.

Delta Catalytic Industrial Services Ltd., Construction Labour Relations Association of Saskatchewan Inc., [1995] 1st Quarter Sask. Labour Rep. 226; LRB File No. 232-94.

DUTY OF FAIR REPRESENTATION

Criteria - Grievance - Independent legal counsel - Union filed grievance which threatened applicant's employment and refused to withdraw grievance after grievor resigned and ceased to be member of bargaining unit - Grievor had undertaking from union that his resignation would not adversely affect grievance - Union did not breach its duty of fair representation by refusing applicant's request to withdraw grievance or provide him with independent legal counsel at union's expense.

Dorval, C.U.P.E., Local 59 and City of Saskatoon, [1995] 2nd Quarter Sask. Labour Rep. 94; LRB File No. 289-94.

Criteria - Grievance - Bad faith or arbitrariness - Board deciding union had not breached duty of fair representation in deciding not to arbitrate suspension of employee for breach of security rules.

Kowal, C.E.P., Local 2-S, [1995] 2nd Quarter Sask. Labour Rep. 115; LRB File No. 001-95.

Criteria - Grievance - Whether employee is bound by decisions of union or whether employee can instruct union based on advice of counsel - Board deciding union has exclusive right to make decisions concerning grievance procedure.

Liick, C.U.P.E., Locals 600 & 600-5 and Battlefords Union Hospital, [1995] 3rd Quarter Sask. Labour Rep. 78; LRB File No. 237-93.

Criteria - Grievance - Whether trade union acted arbitrarily by ruling out grievance prior to proper investigation - Board deciding union investigated and took all appropriate factors into account.

Mravcak, C.E.P., Local 594 and Consumers' Co-operative Refineries Limited, [1995] 1st Quarter Sask. Labour Rep. 103; LRB File No. 221-94.

Criteria - Grievance - Whether union acted in manner which was arbitrary, discriminatory or in bad faith - Board deciding union had not breached duty to represent employee fairly.

Liick, C.U.P.E., Locals 600 & 600-5 and Battlefords Union Hospital, [1995] 3rd Quarter Sask. Labour Rep. 78; LRB File No. 237-93.

DUTY OF FAIR REPRESENTATION — continued

Criteria - Negotiation of two-tier wage structure - Parties requesting board ruling on whether two-tier wage structure violates union's duty of fair representation - Board deciding that two-tier wage structure for old and new employees does not in itself violate union's duty.

Saskatchewan Brewers' Association Limited, U.F.C.W., Local 340, [1995] 2nd Quarter Sask. Labour Rep. 185; LRB File No. 245-94.

EMPLOYER

Employer - Description - Whether trade name used by employer should be referred to in employer description - Board deciding trade name should be used to identify employer.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Employer - Description - Which of three corporate entities should be described as employer - Board deciding that all three entities constitute single employer.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

PRACTICE AND PROCEDURE

Clarification of order - Board holding clarification of order is necessary.

Regina Board of Police Commissioners, Regina Police Association Inc., [1995] 1st Quarter Sask. Labour Rep. 222; LRB File No. 250-93.

Delay - Whether delay in bringing allegation of breach of duty of fair representation is grounds for dismissal of application without hearing on merits - Board deciding delay created prejudice to union's ability to respond - Application dismissed.

Neskar, C.U.P.E., Local 21 and City of Regina, [1995] 4th Quarter Sask. Labour Rep. 70; LRB File No. 122-95.

Delay - Whether delay in bringing request for reconsideration is excessive - Board deciding delay excessive.

Refrigeration Installations, a Group of Honey Limited - Honeywell Limitee, U.A. and C.A.W., [1995] 3rd Quarter Sask. Labour Rep. 69; LRB File No. 057-94.

Delay - Whether delay in bringing unfair labour practice is excessive - Board deciding delay is not excessive.

South Central District Health Board, S.U.N., [1995] 2nd Quarter Sask. Labour Rep. 281; LRB File No. 016-95.

PRACTICE AND PROCEDURE — continued

Evidence - Certification - Revocation of support - Board deciding that original and not facsimile copies of letters of revocation must be filed with Board.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Evidence - Certification - Revocation of support - Created and given to union prior to date application for certification was filed with Board but was received by Board after application filed - Section 10 not applicable - Revocation letters are effective as evidence that arose prior to date application filed.

Remai Investment Corporation, Olson and U.F.C.W., Local 1400, [1995] 1st Quarter Sask. Labour Rep. 289; LRB File Nos. 171-94 & 177-94.

Evidence - Certification - Revocation of support - Evidence rejected because of employer interference.

Remai Investment Corporation, Olson and U.F.C.W., Local 1400, [1995] 1st Quarter Sask. Labour Rep. 289; LRB File Nos. 171-94 & 177-94.

Evidence - Certification - Whether evidence of support should be rejected because employees misled - Board deciding employees not misled, evidence accepted.

D & M Mechanical Services, I.A.B.S.O.I.W.U., Local 771, [1995] 1st Quarter Sask. Labour Rep. 197; LRB File No. 237-94.

Evidence - Discrimination for union activity - Adverse inference may be drawn against employer when manager responsible for dismissal does not testify.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 1st Quarter Sask. Labour Rep. 94; LRB File Nos. 213-94, 214-94 & 215-94.

Evidence - Improper organizing tactics - Employer must take "hands off" response to such complaints - Employees should be referred to Labour Relations Board.

KD Mechanical Ltd., S.M.W.I.A., Local 296, Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 127; LRB File No. 242-95.

Evidence - Managerial exclusion - Evidence of incumbents is preferred to evidence contained in job description.

North Central District Health Board and Nirvana Pioneer Villa, S.E.I.U., Local 333, [1995] 4th Quarter Sask. Labour Rep. 124; LRB File No. 224-95.

Evidence - Non-suit - Board adopting general rule that respondent will not be put to election to call evidence prior to requesting motion for non-suit where motion is based on assertion that applicant has produced no evidence, as opposed to motion for non-suit where motion is based on assertion that evidence is insufficient, in which event respondent would be put to election to call evidence prior to ruling on motion.

Brock, S.J.B.R.W.D.S.U., Local 539 and Sherwood Co-operative Association Limited, [1995] 1st Quarter Sask. Labour Rep. 74; LRB File No. 211-92.

PRACTICE AND PROCEDURE — continued

Evidence - Onus of proof - Appropriateness of unit - Effect of fragmentation - Onus on employer to prove operational difficulties.

University of Saskatchewan, University of Saskatchewan Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 201; LRB File No. 127-94.

Evidence - Support - Employer not permitted to call employees as witnesses to give evidence that touches on their support or non-support for union.

KD Mechanical Ltd., S.M.W.I.A., Local 296, Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 127; LRB File No. 242-95.

Evidence - Support - Whether Board should relax policy of requiring that originals of evidence of support or non-support be in hands of Board on date application filed - Board deciding policy should not be changed.

Pasquia District Health Board, Home Care Program, S.G.E.U., [1995] 4th Quarter Sask. Labour Rep. 112; LRB File No. 235-95.

Evidence - Unfair labour practice - Board denying applicant opportunity to bring certain evidence on ground that no notice was given to respondent in circumstances where lengthy proceedings had taken place.

Westfair Foods Limited, S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 288; LRB File Nos. 246-94 & 291-94.

Evidence - Unfair labour practice - Discrimination - Reduction of hours - Whether reduction of hours of casual employee was motivated by union activity - Board deciding evidence did not establish hours reduced.

Regina Native Youth and Community Services Inc., S.G.E.U., [1995] 1st Quarter Sask. Labour Rep. 118; LRB File Nos. 144-94, 159-94 & 160-94.

Evidence - Whether evidence should be excluded on grounds that union had not complied with instructions concerning provision of particulars - Board deciding evidence must be excluded.

Pineland Co-Operative Association Limited, Scheidt and S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 251; LRB File No. 239-94.

Evidence - Witnesses - Board excluding evidence of employees at instance of employer which might indicate whether or not employees supported union.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Intervenor status - Whether union entitled to intervene in certification application on basis of evidence of support gathered after date that certification application filed - Board denying intervenor status on ground of established policy that evidence must be filed by date of filing of application, or be in existence on that date.

Regina District Health Board, H.S.A.S., [1995] 3rd Quarter Sask. Labour Rep. 131; LRB File Nos. 025-95 & 118-95.

PRACTICE AND PROCEDURE — continued

Intervenor status - Whether union should be granted intervenor status in certification application on basis that bargaining unit sought is less appropriate than possible future bargaining unit - Board denying intervenor status.

Regina District Health Board, H.S.A.S., [1995] 3rd Quarter Sask. Labour Rep. 131; LRB File Nos. 025-95 & 118-95.

Joinder of applications - Application filed by one union alleging that employer interfered with its attempts to organize employees and favoured efforts of second union - Second union applied for certification - Unfair labour practice and certification applications joined for hearing.

Medical Arts Laboratory (1989) Ltd. and Prairie Associated Pathologists' Laboratory Ltd., H.S.A.S. and S.E.I.U., [1995] 3rd Quarter Sask. Labour Rep. 33; LRB File No. 134-95.

Multiple allegations - Board pointing out difficulties of dealing with too many allegations in one hearing.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Onus - Unfair labour practice - Discharge - Discrimination because of union activity - Whether employee whose conduct was not protected activity was discriminated against by dismissal during labour dispute - Board deciding that employer had not met onus of showing that decision to discharge was unaffected by union activity.

Prairie Micro-Tech Inc., Durston and Sharby, S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 183; LRB File Nos. 250-94, 251-94 & 252-94.

Onus - Unfair labour practice - Discharge motivated by union activity - Whether employer terminated employment of employee because of union activity - Board deciding employer met onus of showing that union activity was not factor in decision to terminate.

Regina Native Youth and Community Services Inc., S.G.E.U., [1995] 1st Quarter Sask. Labour Rep. 118; LRB File Nos. 144-94, 159-94 & 160-94.

Particulars - Whether applicant compelled to provide specific names and events - Board deciding applicant should provide further particulars.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 4th Quarter Sask. Labour Rep. 62; LRB File No. 131-95.

Particulars - Whether overelaboration of detail in application obscures allegation - Board deciding detail would not prevent respondent from answering case.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 4th Quarter Sask. Labour Rep. 62; LRB File No. 131-95.

Particulars - Whether union compelled to identify employees prior to hearing - Board deciding in interests of fairness, union should provide particulars.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 4th Quarter Sask. Labour Rep. 62; LRB File No. 131-95.

PRACTICE AND PROCEDURE — continued

Standing - Whether employer entitled to make allegation of union intimidation of employees - Board deciding employer does not have standing to make allegation.

St. Elizabeth's Hospital, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.

RAID

Vote - Whether Board has discretion with respect to ordering vote on raid application - Board deciding preferable interpretation of s. 6(2) of *The Trade Union Act* removes discretion of Board.

Refrigeration Installations, a Group of Honey Limited - Honeywell Limitee, U.A. and C.A.W., [1995] 3rd Quarter Sask. Labour Rep. 69; LRB File No. 057-94.

RECONSIDERATION

Constitutional jurisdiction - Whether employer falling within Federal jurisdiction as "feed mill" - Board deciding that employer falling within provincial jurisdiction over labour relations.

Prairie Micro-Tech Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 163; LRB File No. 088-94.

Criteria - Natural justice - Adjournment - Whether Board denied employer right to fair hearing by refusing to grant adjournment and extension of time to file reply and statement of employment.

Madison Development Group Inc., U.F.C.W., [1991] 1st Quarter Sask. Labour Rep. 88; LRB File No. 189-94.

Delay - Whether delay of incumbent union in asking for reconsideration was excessive - Board deciding delay was excessive - Application for reconsideration dismissed.

Refrigeration Installations, a Group of Honey Limited - Honeywell Limitee, U.A. and C.A.W., [1995] 3rd Quarter Sask. Labour Rep. 69; LRB File No. 057-94.

REMEDIES

Interlocutory or interim orders - Contracting out - Irreparable harm to employees or union was not established.

Swift Current District Health Board, Swift Current Union Hospital and Cronan, S.E.I.U., Local 336, [1995] 1st Quarter Sask. Labour Rep. 170; LRB File No. 011-95.

Interlocutory or interim orders - Unilateral change of terms and conditions of employment - Irreparable harm to employees or Union not established.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 132; LRB File No. 291-94.

REMEDIES — continued

Interlocutory or interim orders - Unions not involved in discussions of wage cuts and change in overtime rates to meet financial crisis where employees are also shareholders - Whether unions had shown "irreparable harm" - Board deciding lack of recognition as exclusive bargaining agents is irreparable harm.

Printco Graphics Inc., G.C.I.U., Locals 73 & 560 and C.W.A.U., Local 657, [1991] 1st Quarter Sask. Labour Rep. 275; LRB File No. 233-94.

Monetary loss - Discharge - Whether Board should use discretion to reduce monetary loss because of conduct of employee - Board deciding full monetary loss should be awarded unless circumstances exceptional.

Prairie Micro-Tech Inc., Durston and Sharby, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 123; LRB File Nos. 250-94, 251-94 & 252-94.

Reinstatement and monetary loss - Application for reinstatement dismissed in circumstances where employee was unlawfully terminated where her employment would have lawfully ended shortly afterward - Monetary loss not awarded for interim period as applicant did not provide evidence of amount earned from other employment during time of unlawful termination.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 195; LRB File Nos. 214-94 & 215-94.

Technological change - Board deciding reinstatement is not appropriate in these circumstances - Ordering employer to bargain with union concerning technological change.

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

RESCISSION

Employer interference - Whether is sufficient evidence of employer interference to justify dismissing application - Board deciding employer interference was not established - Vote ordered.

Pineland Co-Operative Association Limited, Scheidt and S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 256; LRB File No. 239-94.

Evidence - Effect of earlier application - Whether collective bargaining environment created by proceedings involving earlier application for rescission should be taken into account - Board deciding that this factor did not justify refusing vote.

Harmon International Industries Inc., Weathered and U.S.W.A., [1995] 2nd Quarter Sask. Labour Rep. 136; LRB File No. 299-94.

Objection to vote - Whether casual employees with breaks in service are eligible to vote - Board deciding that breaks in service of casual employees are not sufficient to signify that employment ceased.

Harmon International Industries Inc., Weathered and U.S.W.A., [1995] 3rd Quarter Sask. Labour Rep. 163; LRB File No. 299-94.

RESCISSION — continued

Statement of employment - Whether certain casual employees should be included on statement of employment - Board deciding they should be included.

Harmon International Industries Inc., Weathered and U.S.W.A., [1995] 2nd Quarter Sask. Labour Rep. 136; LRB File No. 299-94.

Timeliness - Construction - Employees covered by collective agreement under provisions of *The Construction Industry Labour Relations Act, 1992* - Application dismissed as it was not filed in 30 - 60 day period before anniversary of effective date of collective agreement.

National Electric Ltd., Chronik et al. and I.B.E.W., Local 2038, [1995] 4th Quarter Sask. Labour Rep. 109; LRB File No. 251-95.

SUCCESSORSHIP

Defined - Board deciding that successorship provisions of *The Trade Union Act* do not apply to reorganization within one employer.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Defined - Whether school administered by francophone *conseil scolaire* is successor of public school division - Board deciding *conseil scolaire* is not successor employer.

Conseil Scolaire Fransaskois De L'ecole Saint Isidore, C.U.P.E., Locals 832-02 & 832-03, [1995] 3rd Quarter Sask. Labour Rep. 184; LRB File No. 110-95.

Defined - Whether two organizations are predecessor and successor employers where one organization operates event once each year in facilities occupied for rest of year by other organization - Board deciding both organizations have independent access to same facilities and no successorship found.

Canadian Western Agribition, S.J.B.R.W.D.S.U., [1991] 1st Quarter Sask. Labour Rep. 160; LRB File No. 228-94.

TECHNOLOGICAL CHANGE

Defined - Section 43(1)(c) - Removal of work to location outside bargaining unit is technological change.

Saskatoon Poultry Products Ltd., U.F.C.W., Local 248-P, [1995] 2nd Quarter Sask. Labour Rep. 220; LRB File No. 089-95.

Defined - Section 43(1)(c) - Whether term "removal" in amended provision of *The Trade Union Act* now includes situations in which there is cessation, as opposed to transfer, of work - Board deciding amended provision covers situations of cessation of work.

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

TECHNOLOGICAL CHANGE — continued

Remedy - Board deciding reinstatement is not appropriate in these circumstances, ordering employer to bargain with union concerning technological change.

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

UNFAIR LABOUR PRACTICE

Discharge - Discrimination because of union activity - Whether anti-union animus is factor in dismissal where reason for discharge were statements made by employee alleging misconduct on part of managers - Board deciding that anti-union animus was not factor.

Regina Exhibition Association Limited, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 37; LRB File Nos. 103-95, 104-95 & 105-95.

Discharge - Discrimination for union activity - Dismissal not related to union activity - Application dismissed.

Madison Development Group Inc., U.F.C.W., Local 1400, [1995] 3rd Quarter Sask. Labour Rep. 113; LRB File Nos. 119-95, 120-95 & 121-95.

Discharge - Discrimination for union activity - Employer laid off two union members - Board deciding that employer's reasons for lay-off were plausible and coherent and that was no persuasive evidence of anti-union reasons.

Points North Services Ltd. and Points North Construction Ltd., I.U.O.E., [1995] 4th Quarter Sask. Labour Rep. 115; LRB File Nos. 216-95, 217-95 & 218-95.

Discharge - Discrimination for union activity - Whether decision to terminate employment of eight employees was founded on anti-union animus - Board deciding decision not tainted by anti-union sentiment.

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

Discharge - Discrimination for union activity - Whether employee whose conduct was not protected activity was discriminated against by dismissal during labour dispute - Board deciding that employer had not met onus of showing that decision to discharge was unaffected by union activity.

Prairie Micro-Tech Inc., Durston and Sharby, S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 183; LRB File Nos. 250-94, 251-94 & 252-94.

Discrimination - Adverse inference may be drawn against employer when manager responsible for dismissal does not testify.

Madison Development Group Inc., U.F.C.W., [1995] 1st Quarter Sask. Labour Rep. 94; LRB File Nos. 213-94, 214-94 & 215-94.

Discrimination - Failure to hire - Whether failure to hire employees whose employment was terminated by closure of store at another store owned by same employer constituted systemic discrimination - Board deciding conduct of employer did not constitute unfair labour practice.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., [1995] 1st Quarter Sask. Labour Rep. 132; LRB File No. 291-94.

UNFAIR LABOUR PRACTICE — continued

- Discrimination - Reduction of hours - Whether reduction of hours of casual employee was motivated by union activity - Board deciding evidence did not establish that hours reduced.
Regina Native Youth and Community Services Inc., S.G.E.U., [1995] 1st Quarter Sask. Labour Rep. 118; LRB File Nos. 144-94, 159-94 & 160-94.
- Discrimination - Whether pay increases in course of organizing campaign constituted discrimination on grounds of union activity - Board deciding payment of increases is part of common practice.
Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.
- Dues check-off - Whether employer had committed unfair labour practice in not deducting dues - Board deciding was no unfair labour practice where was no signed authorization for deduction.
St. Elizabeth's Hospital, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.
- Duty to bargain - Direct bargaining - Whether communication with employees constituted direct bargaining - Board deciding some communications constituted direct bargaining.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.
- Duty to bargain - Direct bargaining - Whether communications with employees constituted unfair labour practice - Board deciding that some communications amounted to direct bargaining.
Canada Safeway Limited/MacDonalds Consolidated, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 170; LRB File No. 093-95.
- Duty to bargain - Disclosure - Whether employer had failed to disclose closure of store at bargaining table - Board finding employer had disclosed accurate information.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.
- Duty to bargain - Union conduct in excluding temporary employees from membership - Whether conduct of union constituted failure to bargain - Board dismissing this part of application on ground that it was not fully argued.
Stewart, Saskatchewan Brewers' Bottle & Keg Workers, Local Union 340 and Saskatchewan Brewers' Association Ltd., [1995] 2nd Quarter Sask. Labour Rep. 204; LRB File No. 029-95.
- Duty to bargain - Whether employer committed unfair labour practice by questioning employees about conduct of another employee - Board deciding conversation prior to commencing formal investigation did not constitute unfair labour practice.
Weston Bakeries Ltd., B.C.T.W.I.U., Local 389, [1995] 1st Quarter Sask. Labour Rep. 261; LRB File No. 274-94.
- Duty to bargain - Whether employer offer of voluntary recognition constituted unfair labour practice - Board deciding not breach of duty to bargain.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

UNFAIR LABOUR PRACTICE — continued

Duty to bargain - Whether employer prevented from reopening issue after agreement reached prior to ratification - Board deciding reopening of issues is not failure to bargain.

Saskatchewan Indian Federated College, University of Regina Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 139; LRB File No. 217-94.

Duty to bargain - Whether employer proposal of two-tier wage scale is illegal as discrimination against future employees - Board deciding proposal not constituting unfair labour practice.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Duty to bargain - Whether employer submitting agreement to other stages of review after conclusion of bargaining is unfair labour practice - Board deciding this constituted failure to bargain, as negotiating committee not given genuine authority to reach agreement.

Saskatchewan Indian Federated College, University of Regina Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 139; LRB File No. 217-94.

Duty to bargain - Whether failure of employer to submit agreement for ratification within short space of time is unfair labour practice - Board deciding delay in presenting agreement for ratification is not necessarily unfair labour practice.

Saskatchewan Indian Federated College, University of Regina Faculty Association, [1995] 1st Quarter Sask. Labour Rep. 139; LRB File No. 217-94

Duty to bargain - Whether termination of collective agreement allows employer to refuse to discuss union proposals based on terminated agreement - Board deciding employer failing to bargain in good faith.

Moose Jaw Unit 252 of the Army, Navy & Air Force Veterans in Canada Incorporated, U.F.C.W., Local No. 1400, [1995] 1st Quarter Sask. Labour Rep. 79; LRB File No. 174-94.

Interference - Administration of trade union - Whether communications constituted attempt to interfere with administration of trade union - Board deciding that communications not interfering with administration of trade union.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Interference - Administration of trade union - Whether employer conduct that had effect of disrupting union communication strategy constituted interference in administration of trade union - Board deciding that employer had not committed unfair labour practice.

Canada Safeway Limited/MacDonalds Consolidated, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 170; LRB File No. 093-95.

Interference and intimidation - Communication - Whether amendment to s. 11(1)(a) of *The Trade Union Act* prohibits all employer communication about bargaining - Board deciding that effect of amendment is not to prohibit all employer communication - New provision emphasizes that coercive conduct, of which communication may be the means, is unlawful.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

UNFAIR LABOUR PRACTICE — continued

Interference and intimidation - Communication - Whether amendment to s. 11(1)(a) of *The Trade Union Act* prohibits all employer communication about bargaining - Board deciding this is not effect of amendment.

Canada Safeway Limited/MacDonalds Consolidated, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 170; LRB File No. 093-95.

Interference and intimidation - Communication - Whether communications of employer had coercive effect - Board deciding that some communication was coercive.

Canada Safeway Limited/MacDonalds Consolidated, S.J.B.R.W.D.S.U., [1995] 3rd Quarter Sask. Labour Rep. 170; LRB File No. 093-95.

Interference and intimidation - Communication - Whether meetings with employees and documents circulated to employees constituted improper communication - Board deciding that meetings and some documents constituted unfair labour practice.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Interference and intimidation - Discharge - Whether decision to terminate employment is inherently unfair labour practice - Board deciding decision to terminate is not in itself violation of s. 11(1)(a).

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

Interference and intimidation - Union - Whether trade union had coerced or intimidated employees not taking part in strike - Board deciding that unfair labour practice had not been committed.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

Interference and intimidation - Whether activity of anti-union employees could be coercive because perceived to emanate from employer - Board deciding communications of anti-union employees are not connected with employer.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Interference and intimidation - Whether amended s. 11(1)(a) of *The Trade Union Act* prohibits all employer communication with employees concerning union - Board deciding this is not meaning of amended section.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Interference and intimidation - Whether employer committed unfair labour practice by questioning employees about conduct of another employee - Board deciding that conversation prior to commencing formal investigation did not constitute unfair labour practice.

Weston Bakeries Ltd., B.C.T.W.I.U., Local 389, [1995] 1st Quarter Sask. Labour Rep. 261; LRB File No. 274-94.

UNFAIR LABOUR PRACTICE — continued

Interference and intimidation - Whether meetings held with employees constituted unfair labour practice - Board deciding that employer had not committed unfair labour practice.

Brown Industries (1976) Ltd., Pro-More Industries Ltd. and Lo Rider Industries Inc., S.J.B.R.W.D.S.U., [1995] 2nd Quarter Sask. Labour Rep. 71; LRB File Nos. 010-95 & 012-95.

Unilateral change - Whether bargaining between parties was at stage which would justify unilateral implementation - Board deciding bargaining between parties is not "a pointless waste of time".

Westfair Foods Ltd., S.J.B.R.W.D.S.U., U.F.C.W., Local 1400, [1995] 2nd Quarter Sask. Labour Rep. 234; LRB File Nos. 246-94 & 291-94.

Unilateral change - Whether use of seniority as basis for selecting employees for termination constituted unfair labour practice - Board deciding that was no established practice in this respect, and use of seniority did not constitute unfair labour practice.

Acme Video Inc., S.J.B.R.W.D.S.U., [1995] 4th Quarter Sask. Labour Rep. 134; LRB File Nos. 179-95, 180-95, 181-95 & 182-95.

Union security - Whether employer breached s. 36 of *The Trade Union Act* by failing to deduct dues - Board deciding that was no unfair labour practice under this section where union security provisions were included in collective agreement.

St. Elizabeth's Hospital, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.

UNION

Constitution - Whether trade union constitution authorized union to impose fines against employees working during strike - Board finding that constitution did not provide disciplinary authority for imposition of fines.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

Internal union affairs - Discipline of non-members - Whether union can impose fines on non-members - Board deciding non-members are outside disciplinary jurisdiction of trade union.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

Internal union affairs - Natural justice - Bias - Discipline - Whether was breach of natural justice when disciplinary body was composed of employees who had taken part in strike - Board deciding composition of disciplinary body was not breach of natural justice.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

Internal union affairs - Natural justice - Discrimination - Union dues - Whether assessment of additional union dues was discriminatory against employees not taking part in strike - Board deciding that assessment was not punitive or discriminatory in nature.

Alcorn and Detwiller, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.

UNION — continued

- Internal union affairs - Natural justice - Membership in trade union - Temporary employees - Whether trade union was in breach of natural justice by telling temporary employees that they were not members of union - Board deciding that conduct of union constituted breach of natural justice. *Stewart*, Saskatchewan Brewers' Bottle & Keg Workers, Local Union 340 and Saskatchewan Brewers' Association Ltd., [1995] 2nd Quarter Sask. Labour Rep. 204; LRB File No. 029-95.
- Internal union affairs - Natural justice - Notice of meeting - Whether trade union breached principles of natural justice in giving notice of meeting where additional dues were assessed - Board deciding union had not breached natural justice. *Alcorn and Detwiller*, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.
- Interference and intimidation - Whether employer entitled to make allegation of union intimidation of employees - Board deciding employer does not have standing to make allegation. *St. Elizabeth's Hospital*, C.U.P.E., Local #88, [1995] 4th Quarter Sask. Labour Rep. 85; LRB File Nos. 260-94 & 032-95.
- Interference and intimidation - Whether trade union had coerced or intimidated employees not taking part in strike - Board deciding that unfair labour practice had not been committed. *Alcorn and Detwiller*, G.S.U., Local 1000 and Saskatchewan Wheat Pool, [1995] 2nd Quarter Sask. Labour Rep. 141; LRB File No. 247-94.
- Restraint of employees - Whether union committed unfair labour practice without using conduct which was coercive or intimidating - Board deciding that exclusion of temporary employees from union membership constituted unfair labour practice as was restraint of employees from pursuing rights under *The Trade Union Act*. *Stewart*, Saskatchewan Brewers' Bottle & Keg Workers, Local Union 340 and Saskatchewan Brewers' Association Ltd., [1995] 2nd Quarter Sask. Labour Rep. 204; LRB File No. 029-95.

SUBJECT INDEX TO RECENT JUDICIAL DECISIONS

1995

Criteria - Evidence - Applicant cannot challenge Board's factual conclusion on basis of sufficiency, weight or relevance of evidence, unless there is no evidence to support material finding - Court will not interfere where there was evidence to support Board's conclusion that lock-out decision became decision to lay-off employees.

Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 545 and Saskatchewan Labour Relations Board, [1995] 1st Quarter Sask. Labour Rep. 55.; Q.B. No. 718/93, J.C.R., April 28, 1993 (Barclay J.).

Criteria - Evidence - Applicant not permitted to challenge Board's decision on basis of sufficiency or weight or relevancy of evidence before Board - Court finds Board's decision not "patently unreasonable".

Prairie Micro-Tech, Durston and Sharby, S.J.B.R.W.D.S.U., Coleman and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 46.; Q.B. No. 703/95, J.C.R., April 28, 1995 (Armstrong J.).

Criteria - Evidence - Complete absence of evidence on essential point constitutes jurisdictional error - Board had no evidence on which could find that police officers did not know they were to enforce traffic bylaws and no evidence on which Board could find that employer deduction of wages for engaging in illegal strike in form of refusing to issue traffic tickets was discriminatory.

Regina Board of Police Commissioners, Regina Police Association Inc. and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 65; Q.B. No. 1122/95, J.C.R., June 16, 1995 (Maurice J.).

Criteria - Patently unreasonable test - Board's decision that early retirement benefits are term or condition of employment that must be bargained with trade union and not offered directly by employees by employer is subject to review on basis of patently unreasonable test - Court finds decision was not patently unreasonable.

Saskatoon Board of Police Commissioners, Saskatoon City Police Association and Labour Relations Board at Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 39.; Q.B. No. 0747/94, J.C.S., Nov. 10, 1995 (Goldenberg J.).

Interpretation - *The Construction Industry Labour Relations Act, 1992* - Board's interpretation of Act as preventing unions, other than union named in Ministerial designation of appropriate trade division, from being certified to represent employees within appropriate trade division is correct.

Emerald Oilfield Construction Ltd. et al., C.I.S.I.W.U., Local #3; U.A., [1995] 2nd Quarter Sask. Labour Rep. 54.; Q.B. No. 3398/94, J.C.S., May 29, 1995 (Barclay J.).

Interpretation of s. 32(1) of *The Trade Union Act* - Court of Queen's Bench and Court of Appeal hold that Board's interpretation of s. 32(1), to effect that it does not require employer to collect fines imposed by union on members, is not "patently unreasonable".

Government Of Saskatchewan and The Labour Relations Board of Saskatchewan, S.G.E.U., [1995] 1st Quarter Sask. Labour Rep. 68 (Q.B.) & 70 (C.A.); Q.B. No. 233/90, J.C.R. (Malone J.); C.A. No. 554, Dec. 4, 1990 (Wakeling J.A.).

- Interpretation of ss. 11(1)(e) and 5(g) - Board's interpretation of ss. 11(1)(e) and 5(g) was patently unreasonable - Act cannot be interpreted to require employer to pay officers for work they were not performing while engaged in illegal strike.
Regina Board Of Police Commissioners, Regina Police Association Inc. and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 65; Q.B. No. 1122/95, J.C.R., June 16, 1995 (Maurice J.).
- Remedial powers - Costs - Court of Appeal upholds Court of Queen's Bench decision that Labour Relations Board lacks remedial authority under *The Trade Union Act* to award legal costs of proceedings before Labour Relations Board to employee who successfully applied to Board for unfair labour practice against union based on union's failure to fairly represent him in grievance proceedings with his employer - Board's direction to union to pay legal costs of arbitration are incidental or collateral to power to remedy violation of duty of fair representation and is within Board's jurisdiction under s. 42.
Saskatchewan Labour Relations Board, S.G.E.U. and Berry, [1995] 2nd Quarter Sask. Labour Rep. 45; C.A. No. 2042, April 11, 1995 (Vancise J.A.); aff'ing [1994] 4th Quarter Sask. Labour Rep. 44; Q.B. No. 1753/94, J.C.S., Nov. 23, 1994 (Gerein J.).
- Remedial powers - Damages - Board does not have power to order damages for loss of income during lock-out that was found to constitute unfair labour practice - Board's power to award damages is restricted to circumstances set out in s. 5(g) of *The Trade Union Act*.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 545 and Saskatchewan Labour Relations Board, [1995] 1st Quarter Sask. Labour Rep. 155; Q.B. No. 718/93, J.C.R., April 28, 1993 (Barclay J.).
- Remedial powers - Sole arbitration - Board has no jurisdiction under ss. 5 and 42 to order arbitration before sole arbitrator to remedy breach of duty of fair representation where parties to collective agreement have agreed to different arbitration process.
Saskatchewan Labour Relations Board, S.G.E.U. and Berry, [1995] 2nd Quarter Sask. Labour Rep. 45; C.A. No. 2042, April 11, 1995 (Vancise J.A.); aff'ing [1994] 4th Quarter Sask. Labour Rep. 44; Q.B. No. 1753/94, J.C.S., Nov. 23, 1994 (Gerein J.).
- Unfair labour practice - Natural justice - Board breached principles of natural justice by failing to allow parties to bring evidence to address issue of remedies.
Westfair Foods Ltd., S.J.B.R.W.D.S.U., Local 545 and Saskatchewan Labour Relations Board, [1995] 1st Quarter Sask. Labour Rep. 155; Q.B. No. 718/93, J.C.R., April 28, 1993 (Barclay J.).
- Practice and procedure - Affidavit filed with application for judicial review - Court is limited to reviewing record as supplied by Board in its Return filed with Court, except in relation to allegation of denial of natural justice, in which event affidavit material relating to such grounds is admissible on application for judicial review.
Prairie Micro-Tech, Durston and Sharby, S.J.B.R.W.D.S.U., Coleman and The Saskatchewan Labour Relations Board, [1995] 2nd Quarter Sask. Labour Rep. 46; Q.B. No. 703/95, J.C.R., April 28, 1995 (Armstrong J.).

Practice and procedure - Ministerial designation - Ministerial designation under ss. 9(1) and (5) of *The Construction Industry Labour Relations Act, 1992* cannot be impugned by collateral attack on application for judicial review of decision of Board.

Emerald Oilfield Construction Ltd. et al., C.I.S.I.W.U., Local #3, [1995] 2nd Quarter Sask. Labour Rep. 54; Q.B. No. 3398/94, J.C.S., May 29, 1995 (Barclay J.).

Practice and procedure - Transcript of Board hearings - Transcript does not form part of "record" in review proceedings where alleged errors do not include (1) breach of natural justice, or (2) "no evidence" - Record is restricted to material supplied in Board's Return filed under Rule 669.

Saskatoon Board of Police Commissioners, Saskatoon City Police Associations and The Labour Relations Board of Saskatchewan, [1995] 4th Quarter Sask. Labour Rep. 39; Q.B. No. 0747/94, J.C.S., Nov. 10, 1995 (Goldenberg J.).