

June 11, 2014

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**Attention: Ms. Meghan McCreary**

**Attention: Mr. Sean McManus**

Dear Madam and Sir:

**RE: LRB File Nos. 008-14 & 009-14**

**Background**

The Board conducted a hearing with respect to File Nos. 008-14 & 009-14 on May 21, 2014. The applications alleged that the Swift Current Fire Fighters Association, Local 1318 and the North Battleford Fire Fighters Association, Local 1756 (collectively, the “Unions”) each engaged in an unfair labour practice contrary to *The Trade Union Act* (the “Act”) by refusing to bargain collectively with the City of Swift Current and the City of North Battleford (collectively, the “Cities”) respectively.

An Agreed Statement of Facts was presented to the Board which, in essence, described limited collective bargaining between the parties prior to the Unions serving notice to the Cities that they wished to have the matter referred to interest arbitration in accordance with Section 9(4) of *The Fire Departments Platoon Act* (the “FDPA”).

The parties initially made application to the Court of Queen’s Bench for a declaration setting aside the notice submitting the matters to arbitration under the *FDPA*. The Court declined to make such order, stating that jurisdiction over this matter resided with this Board.

The Cities then submitted these applications to the Board. The Unions took the view that the applications fell outside the time limits prescribed in Section 12.1 of the *Act*. By its decision dated March 13, 2014, the Board enlarged the time for filing the within applications.

**Issue:**

The issue facing the Board in these applications is to determine the interplay between the *Act* and the *FDPA* insofar as the requirement to bargain collectively. The Cities argue that prior to the provision of notice under the *FDPA*, there must be a reasonably formed opinion that further collective bargaining would be fruitless and that an impasse had been reached. The Unions argue that all that is required is that the parties have met and have not reached an agreement.

**Interim Determination**

Prior to making its final determination, the Board has determined that it would be in the best interests of labour relations between the parties to appoint an agent to act as an investigating officer to make inquiry and report back to the Board regarding the ongoing state of negotiations between the parties.

The parties have been without a collective agreement for a considerable period. In the case of Swift Current, the collective agreement expired on December 31, 2011, well over three (3) years ago. In the case of North Battleford, that collective agreement expired on December 31, 2012, again more than two (2) years ago.

No negotiations have taken place in Swift Current since October 23, 2012. In North Battleford, the last was May 23, 2013. While the City of Swift Current did attempt to restart negotiations, nothing further occurred. In both cases, the Union served notice that it wished to have the matters in dispute referred to interest arbitration pursuant to Section 9(4) of the *FDPA*.

In the Board's view, leaving matters in abeyance for so long a period does not encourage good labour relations between the parties. These parties have, in the past, had a good and harmonious relationship which could suffer if a new collective agreement is not concluded before it is time to negotiate a further revision. We fear that that might occur in this case.

As a result, the Board, as an interim measure in this case, has requested the Chairperson of the Board, and he has agreed to appoint, Mr. Jim Jeffery, as an investigating officer of the Board pursuant to Section 6-98 of *The Saskatchewan Employment Act*.

Mr. Jeffery shall act as investigation officer of the Board and do the following:

1. Meet with the parties as soon as possible to review with them the current state of negotiations between them and the issues that remain unresolved, and to continue to meet with them so long as, in his opinion, further meetings would no longer be productive;
2. Review with the parties the current state of bargaining proposals and which items, if any, can be resolved at this time;
3. Determine which items that the parties are unable to agree on and to assist the parties to reach an agreement with respect to those items; and
4. Report back to the Board as to the matters outlined above.

Yours truly,

Kenneth G. Love, Q.C.  
Chairperson