BRYAN FRASER, Applicant v SASKATCHEWAN PUBLIC SAFETY AGENCY, Respondent and SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, LOCAL 1105, Respondent

LRB File Nos. 083-22, 128-22, 151-22 and 168-22; December 22, 2022
Chairperson, Susan C. Amrud, K.C.; Board Members: Laura Sommervill and Shawna Colpitts

For Bryan Fraser:	Self-represented
For Saskatchewan Public Safety Agency:	Kyle McCreary
For Saskatchewan Government and General Employees' Union, Local 1105:	Patrick Sander Bonnie McRae

Unfair labour practice applications – Employer contravened Act when it suspended and threatened to terminate employee in attempt to intimidate him from exercising his Part VI rights – Employer contravened Act when it questioned employee about his exercise of his Part VI rights.

Remedies granted – Declaration that Employer committed unfair labour practices – Order that Employer refrain from committing unfair labour practices – Order that Employer pay Fraser $500 toward cost of participating in hearing of applications.

REASONS FOR DECISION

Background:

[1] Susan C. Amrud, K.C., Chairperson: These Reasons address four Unfair Labour Practice Applications ["ULP applications"] filed by Bryan Fraser against the Saskatchewan Public Safety Agency ["Employer"].

[2] In the first ULP application[1], filed May 26, 2022, Fraser alleges that because he exercised his right to file an Employee-Union Dispute Application ["DFR application"] against his union, Saskatchewan Government and General Employees' Union ["Union"][2], the Employer imposed two unpaid suspensions against him, one for one day and one for four days, and threatened him

[1] LRB File No. 083-22.
[2] LRB File No. 040-22.

with termination, contrary to clauses 6-6(2)(b) and (d) and 6-123(1)(f) of *The Saskatchewan Employment Act* ["Act"].

[3] In the second ULP application[3], filed July 27, 2022, Fraser alleges that the Employer contravened clause 6-62(1)(p) of the Act by questioning him as to whether he had been exercising his rights pursuant to Part VI of the Act. He booked off one hour from work on July 8, 2022 to have a Commissioner for Oaths certify his Application for Pre-hearing Production of Documents[4] ["Production Application"] in the first ULP application. He alleges that, because the Employer received the Production Application later that day, they knew where he was that morning. However, at a meeting on July 25, 2022, Rebecca Knowles, Employer Senior Labour Relations Consultant, asked him where he went and what he did during his hour off.

[4] In the third ULP application[5], filed September 13, 2022, Fraser alleges that the Employer contravened clauses 6-62(1)(a) and (p) of the Act. His supervisor, Luanne Synk, Employer Director of Policy and Legislation, emailed him 64 minutes before the hearing of the Production Application was set to commence, and asked him if he was participating in the hearing. She asked him if he was going to request leave to attend the hearing. Fraser alleges that her questioning intimidated him immediately prior to the hearing, because of the implied prospect of discipline for an unrequested/unannounced absence from the workplace.

[5] In the fourth ULP application[6], filed October 19, 2022, Fraser alleges that the Employer contravened clauses 6-62(1)(a) and (g) of the Act. On August 25, 2022, the Employer imposed a three-day unpaid suspension on him because of his July 8th one-hour absence from work. The Employer suspended him with a view to intimidating him from participating in a proceeding pursuant to Part VI of the Act. On October 25, 2022, the Employer filed an Application for Summary Dismissal[7] of this application.

Preliminary issue:

[6] On November 2, 2022, the Employer filed with the Board a letter and application indicating its intention to, at the outset of the hearing on November 7th, request deferral/adjournment of the ULP applications to grievance arbitration. With that letter and application, the Employer filed an

[3] LRB File No. 128-22.
[4] LRB File No. 117-22.
[5] LRB File No. 151-22.
[6] LRB File No. 168-22.
[7] LRB File No. 172-22.

affidavit of Knowles that was so fraught with issues that, after questioning of its contents by the Board at the commencement of the hearing, the Employer withdrew it. The preliminary issue then proceeded on the basis of the letter and application filed by the Employer and written briefs of law filed by the Employer and Fraser.

[7] The Employer relied on *Northern Regional Health Authority v Horrocks*[8] ["*Horrocks*"], which states:

> *It is settled law that the scope of a labour arbitrator's jurisdiction precludes curial recourse in disputes that arise from a collective agreement, even where such disputes also give rise to common law or statutory claims. . . .*

[8] The Employer argues that Fraser's ULP applications are based on issues that are all addressed within the parties' collective agreement. The Union has filed several grievances on Fraser's behalf. The essential nature of the ULP applications relate to discipline, work assignments, job description, reclassification and hours of work. All of these issues are within the exclusive jurisdiction of a grievance arbitrator, pursuant to section 6-45 of the Act:

> *6-45(1) Subject to subsections (2) and (3), all disputes between the parties to a collective agreement or persons bound by the collective agreement or on whose behalf the collective agreement was entered into respecting its meaning, application or alleged contravention, including a question as to whether a matter is arbitrable, are to be settled by arbitration after exhausting any grievance procedure established by the collective agreement.*
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> *(2) Subsection (1) does not prevent the director of employment standards as defined in Part II or the director of occupational health and safety as defined in Part III from exercising that director's powers pursuant to this Act.*
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> *(3) Without restricting the generality of subsection (2), the director of employment standards may issue wage assessments, issue hearing notices, take action to collect outstanding wages or take any other action authorized pursuant to Part II that the director of employment standards considers appropriate to enforce the claim of an employee who is bound by a collective agreement.*

[9] In opposing the application for deferral of his ULP applications, Fraser relied on *International Brotherhood of Electrical Workers, Local 2038 v PCL Intracon Power Inc*[9]. An arbitrator would have no authority to determine whether the Employer's conduct contravened Part VI of the Act, or to provide a remedy for that contravention. The question of whether the Employer's communications amount to an unfair labour practice falls within the jurisdiction of the Board. Within the broader jurisdiction of section 6-6, the ULP applications do not arise from the

[8] 2021 SCC 42 (CanLII) at para 13.
[9] 2017 CanLII 68787 (SK LRB).

collective agreement, but from his right to engage in Union activities, outside the workplace, free from Employer intimidation and threats of termination.

[10] The Board dismissed the deferral application and directed that the hearing proceed. The Employer then withdrew its application for summary dismissal of the fourth ULP application, allowing it to be heard with the other three ULP applications.

[11] At the conclusion of the hearing, the Employer renewed its argument that the ULP applications should be deferred to grievance arbitration. Having heard evidence in this matter, the Board has come to the same conclusion as it did in the Employer's first deferral application. The application for deferral is dismissed.

[12] In *Horrocks*, the Court noted:

> *[22] A word of caution is in order here. The Court was careful to note that "[t]his approach does not preclude all actions in the courts between [a unionized] employer and employee" (para. 54 (emphasis added)). This is because an arbitrator's exclusive jurisdiction extends only to "disputes which expressly or inferentially arise out of the collective agreement" (ibid.; see also Bisaillon, at paras. 30-33). Not every workplace dispute will fall within this scope. For example, in Goudie, employees claimed damages under a pre-employment contract. The Court found that this claim arose from the pre-employment contract, and not from the collective agreement (at para. 4), and therefore fell outside the arbitrator's exclusive jurisdiction. (See, similarly, Wainwright v. Vancouver Shipyards Co. (1987), 14 B.C.L.R. (2d) 247 (C.A.); Johnston v. Dresser Industries Canada Ltd. (1990), 75 O.R. (2d) 609 (C.A.); Côté v. Saiano, [1998] R.J.Q. 1965 (C.A.).)*
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> *. . .*
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> *[39] To summarize, resolving jurisdictional contests between labour arbitrators and competing statutory tribunals entails a two-step analysis. First, the relevant legislation must be examined to determine whether it grants the arbitrator exclusive jurisdiction and, if so, over what matters (Morin, at para. 15). Where the legislation includes a mandatory dispute resolution clause, an arbitrator empowered under that clause has the exclusive jurisdiction to decide all disputes arising from the collective agreement, subject to clearly expressed legislative intent to the contrary.*
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> *[40] If at the first step it is determined that the legislation grants the labour arbitrator exclusive jurisdiction, the next step is to determine whether the dispute falls within the scope of that jurisdiction (Morin, at paras. 15 and 20; Regina Police, at para. 27). The scope of an arbitrator's exclusive jurisdiction will depend on the precise language of the statute but, in general, it will extend to all disputes that arise, in their essential character, from the interpretation, application, or alleged violation of the collective agreement. This requires analysing the ambit of the collective agreement and accounting for the factual circumstances underpinning the dispute (Weber, at para. 51). The relevant inquiry is into the facts alleged, not the legal characterization of the matter (Weber, at para. 43; Regina Police, at para. 25; Quebec (Attorney General) v. Quebec (Human Rights Tribunal), 2004 SCC 40, [2004] 2 S.C.R. 223 ("Charette"), at para. 23).* [emphasis added]

[13] The Employer made extensive argument that, if the Board found that the dispute related to the meaning, application or alleged contravention of the parties' collective agreement, the Board does not have concurrent jurisdiction with a grievance arbitrator to consider that dispute. It would not have discretion to decide not to defer to arbitration pursuant to clause 6-111(1)(l) of the Act:

> *6-111(1) With respect to any matter before it, the board has the power:*
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> *. . .*
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> *(l) to defer deciding any matter if the board considers that the matter could be resolved by mediation, conciliation or an alternative method of resolution.*

[14] The Board has determined that this is not the appropriate matter in which to consider this argument in full. First, given that Fraser is self-represented, the contrary argument was not before the Board. Second, the Board's finding, that the issues raised in the ULP applications do not relate to the meaning, application or alleged contravention of the collective agreement, makes it unnecessary to decide that issue.

[15] The Board notes that some of the factual issues that came out in the evidence are relevant to the grievances, and not to these matters. For example, the parties disagree about whether the manner in which Fraser exercised his status as a field employee is in accordance with the collective agreement. That is an issue that is more properly determined by a grievance arbitrator. The fact that the parties have different issues, that are within the jurisdiction of a grievance arbitrator, does not prevent the Board from hearing and determining the issues that fall within the Board's jurisdiction.

[16] In this matter, Fraser is not asking the Board to interpret the collective agreement, but to determine whether the Employer committed unfair labour practices. The essential character of the dispute underlying the ULP applications is not an issue respecting the meaning, application or alleged contravention of the collective agreement. This proceeding will not decide the questions at issue in the grievances. It will decide whether the Employer contravened section 6-6 or 6-62 of the Act. A grievance arbitrator has no jurisdiction to decide that issue or provide a remedy for a contravention of the Act.

[17] The Employer's application to defer the ULP applications to grievance arbitration is denied.

Evidence:

[18] Fraser is a Senior Policy Analyst. He was employed by the Government of Saskatchewan, Ministry of Environment, Wildfire Management Branch, from May 1, 2013 until December 2019, when his position was transferred to the Policy and Legislation Branch of the Employer. Fraser works in the Prince Albert office while Synk and the rest of the Policy and Legislation Branch employees work in the Regina office. Prior to his transfer, Fraser was classified as a field employee; Synk admitted that he continues to be classified as a field employee. None of the other employees in his branch are classified as field employees.

[19] On February 24, 2022, a meeting occurred with Fraser, Synk, Knowles and Union Labour Relations Officers Patrick Sander and Bonnie McRae in attendance. The purpose of the meeting was to discuss what the Employer referred to as Fraser's campaign of disputes. The Employer's intention, heading into the meeting, was to impose discipline on him. Fraser and the Union representatives requested instead that Fraser be allowed to pursue a fresh start/clean slate through one-on-one discussions with Synk. The Employer agreed, on conditions it described, in a letter to Fraser of the same date signed by Synk, as Fraser agreeing to comply with the principle of work now, grieve later, and agreeing to cease his "importuning and wilful campaign of disputes" respecting nine listed items[10]. Fraser's evidence was that their agreement was that if he stopped complaining to the Employer about these nine items, the Employer would not proceed with the discipline they were contemplating. The agreement did not prevent the Union from filing a grievance on his behalf respecting any of these items. This interpretation is confirmed in a May 16, 2022 letter from Synk to Fraser, that states:

> *On May 13, you began by confirming that your commitment was to refrain from importuning the Employer on the 9 (nine) enumerated grounds.*[11] [emphasis added]

[20] Synk also confirmed in her oral evidence that Fraser's undertaking did not prevent him from seeking assistance from the Union or using any of the remedies available to him in the collective agreement. It just meant that he agreed that he would not refuse to do work she assigned to him and he would not send letters to the Employer about these issues.

[21] An additional letter signed by Synk dated February 24, 2022[12] provided a disciplinary written warning to Fraser related to his choices respecting learning and development. A third letter

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[10] Exhibit A1.
[11] Exhibit A3.
[12] Exhibit E2.

from Synk to Fraser dated February 24, 2022[13] provided a disciplinary warning for what it described as “general harassment”. These letters were presented to Fraser during the February 24th meeting and related to issues in addition to the nine items listed in the other letter.

[22] On March 7, 2022, Fraser filed the DFR application against the Union. In it he noted that on March 1, 2022 he had asked the Union to file a grievance on his behalf based on item #6 in Synk’s February 24th letter, but no grievance was filed at that time. In accordance with the Board’s usual practice, at the May 3, 2022 Motions Day, a Pre-Hearing and Case Management Conference [“PHCMC”] for this matter was scheduled for June 2, 2022. Following receipt of the first ULP application on May 26th, it was cancelled by the Board, to give the Employer and Union an opportunity to file Replies to that application. This matter was considered next at the July 5, 2022 Motions Day. The Board suggested to Fraser that it would be appropriate to reschedule the PHCMC. Fraser was concerned about proceeding with a PHCMC with the Union, even if the Employer did not participate, because the concerns he expressed in the first ULP application had not been resolved. It was his view that the Employer’s threats to terminate his employment as stated in the letters of May 16th precluded him from participating in any proceeding related to the DFR application. He was not willing to participate in a PHCMC and accordingly it was not rescheduled.

[23] In the meeting of February 24th, Fraser requested a face-to-face meeting with Synk. On April 11, 2022 he travelled to Regina for that meeting. On May 13, 2022 a further meeting was held between Fraser, McRae, Knowles, Synk and Employer Human Resources Business Partner Kin Pwong Lay. A letter to Fraser dated May 16, 2022 signed by Synk[14] contained the following statements:

> *On May 13, you began by confirming that your commitment was to refrain from importuning the Employer on the 9 (nine) enumerated grounds. You were asked about our one-to-one and you stated that our relationship is good and had improved "quite a bit" since your return to work on April 11.*
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> *We have become aware of the following contradictions:*
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> 1. *Item 6: The Employer received notification of LRB File No. 040-22. Your application states that on March 1 you requested that SGEU file a grievance specifically to item 6 (falsely alleging that your work assignments are not encompassed in your job description).*
> 2. *Items 3 and 4: On May 9, 2022, you stopped working to vet valid work direction through your Union and you repeated the false claim that I had not provided appropriate feedback on your 2021/22 work plan.*

[13] Exhibit E7.
[14] Exhibit A3.

> *3. Item 1, 2, and 7: On May 12, 2022, you were false with the Vice-President, Land Operations and sought to leverage a false allegation related to your 2019 reclassification.*

[24] The letter concluded by imposing a four-day unpaid disciplinary suspension on Fraser. Fraser's view was that the actions described in these three points were not contrary to his undertaking at the February 24th meeting. At the May 13th meeting, McRae explained that when Fraser contacted her for advice, it was her idea to call Synk; she did not think that doing that would be contrary to his February 24th undertaking. The Employer viewed asking for further instruction as refusing to do the work. Knowles admitted that the four-day suspension was imposed in part because Fraser contacted his Union to ask for advice in addressing a work-related issue.

[25] The Employer filed its notes of the May 13, 2022 meeting[15]. They indicate that, at that meeting, Knowles stated:

> *The employer is reviewing the unfair labour practices compliant* [sic] *you filed against your union. In your signed statement that you submitted with the labour relation board, you asked your union to file a grievance against item 6 in those 9 items. so can you please help me understand how you do square that everything is fine, and you are not gonna go and put forward unsubstantiated allegations?*
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> *March 1, 2022, you tried to file a grievance.*
>
> *How does that make sense?*

She further stated, in describing her objection to Fraser talking to his Union representatives: "he does not go to the union unless he is in a safety sensitive position and his work gives him imminent danger".

[26] Another issue that arose in this meeting was an email that Fraser sent to his former executive director at the Ministry of Environment, for the purpose of gathering evidence for his DFR application. In the email Fraser spelled out his perspective respecting his reclassification and asked the executive director if he agreed. Knowles insisted on describing this as Fraser lying to the executive director.

[27] A second letter signed by Synk was sent to Fraser the same day[16], imposing an additional one-day unpaid disciplinary suspension. The reason for this suspension was that Fraser

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[15] Exhibit E4.

[16] Exhibit A4. Although the letter is dated March 16, 2022, all parties agreed that this was a typographical error, and the letter, and the meeting referred to in the first line of the letter, actually occurred in May.

contacted his Union representative, McRae, for assistance in addressing an issue he was facing respecting the completion of his 2021/22 work plan.

[28] In preparation for the hearing of the ULP applications, Fraser filed the Production Application with the Board. On July 8, 2022, he decided to take an hour off work, from 9:00 to 10:00 am, to have the application certified by a commissioner for oaths.

[29] An issue of contention between the parties is what hours Fraser is required to work. He was a field employee at the Ministry of Environment, and when his position was transferred to the Employer in 2019, that was not changed. Fraser's understanding is that this means he has a flexible work schedule, in accordance with Article 9.3.6 of the collective agreement[17] that applies to him:

> *A) The hours of work for all field employees shall be averaged on the basis of eight (8) hours multiplied by the number of normal working days in each four (4) week averaging period, and shall be unregulated within any working day or series of working days. The number of hours to be worked in each averaging period shall be reduced by eight (8) hours for each scheduled EDO which falls in that averaging period and by eight (8) hours for each designated holiday in the averaging period.*

[30] He usually works from 7:00 am to 3:30 pm, however in the three years he has worked for the Employer, he has taken personal time off during the day 66 times. His supervisor has always approved his timecards without question, and never directed him to get authorization ahead of time. He filed 17 pages of timecards[18] that indicate that July 8, 2022 was the 66th time he had taken time off mid-day. This was the first time it was questioned by the Employer.

[31] On July 25, 2022, another meeting was held, attended by Fraser, Sander, Knowles, Synk and Lay. At the meeting, the Employer representatives indicated that they were investigating an allegation of Fraser "driving aggressively onto the Employer's worksite on Friday July 8, 2022, and a concern that this alleged misconduct occurred during productive hours"[19]. Being more than two weeks following the alleged incident, Fraser could not recall anything about it. The Employer has refused to provide Fraser with any evidence that this driving incident occurred. Knowles questioned Fraser about his one-hour absence on July 8, 2022. On the advice of his Union representative, Fraser did not provide an explanation of where he was during that one-hour absence.

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[17] Exhibit A10.
[18] Exhibit A5.
[19] Exhibit A6.

[32] On August 25, 2022, a follow up letter[20] signed by the Employer Executive Director of Corporate Planning, David Cundall, addressed to Fraser, imposed a three-day unpaid disciplinary suspension. While it criticized Fraser's use of field hours, his timecards show that his supervisor continued to approve his manner of using them. The letter indicated that commencing in April 2022, Fraser and Synk had discussions respecting his hours of work. However, the timesheets he filed noted that on May 2nd and 9th, June 30th and July 27th, his supervisor continued to approve his variable hours without objection or comment. The Employer also did not convert his hours of work to office hours, even though Synk testified that all that would be required to make that change would have been for the Employer to send him a letter.

[33] The hearing of Fraser's Production Application was heard by Webex on September 9, 2022. It was scheduled from 9:30 am to 4:00 pm. At 8:26 am on September 9th, Synk emailed Fraser[21] and asked if he planned to participate in the hearing. She noted that his timecard (which he was required by government policy to file by September 7th) said he would be working all day on September 9th. He advised her that his intention was to amend his timecard after the hearing, because he did not know how long the hearing would actually last. She indicated that would be acceptable and that he could use vacation leave or unpaid leave of absence for the time he was in the hearing. He decided not to use vacation leave or unpaid leave for the one hour of the hearing and instead chose to work later that day to make up for the time he participated in the hearing. He put in a timecard with 8 hours worked (7:00 to 9:30 am, 10:30 am to 12:00 noon and 12:30 to 4:30 pm)[22] and Synk approved it. At 4:21 pm Synk sent an email to Fraser[23], with copies to McRae, Sander, Knowles and Cundall, as follows:

> *This refers to our email exchange this morning about your timecard. I am concerned that despite you knowing your hearing was scheduled for most of this morning and this afternoon, you submitted a timecard to me on September 7 stating that you were working all day. I note that you were disciplined on August 25 for absenting yourself without authorization. Here we are again with you being careless with your work time. This even makes me wonder about how much work time you used for this complaint on September 1 when replying to Rebecca's disclosure email.*

Even though Synk ended this email with "We need to discuss this", she never scheduled a follow-up discussion and there was no evidence provided that a follow-up discussion occurred.

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[20] Exhibit A6.
[21] Exhibit A8.
[22] Exhibit A11.
[23] Exhibit A9.

Argument on behalf of Fraser:

LRB File No. 083-22:

[34] Fraser argues that the evidence disclosed that the Employer:

a) Suspended him without pay because he filed the DFR application and availed himself of Union representation during a meeting with his supervisor, contrary to clause 6-6(2)(d) of the Act;

b) Threatened him with termination because he filed the DFR application and availed himself of Union representation during a meeting with his supervisor, contrary to clause 6-6(2)(b) of the Act;

c) Suspended him without pay with the probable effect of intimidating him from further participating in the DFR application's proceedings, contrary to clause 6-6(2)(d) of the Act;

d) Threatened him with termination with the probable effect of intimidating him from further participating in the DFR application's proceedings, contrary to clause 6-6(2)(d) of the Act.

[35] Fraser argues that the Employer's comments in the May 13, 2022 meeting and May 16, 2022 letter are not saved by subsection 6-62(2). The test is an objective test:

> *By way of background, the substantive test for determining whether or not impugned communications by an employer represents a violation of s. 6-62(1)(a) of The Saskatchewan Employment Act involves a contextualized analysis of the probable consequences of the employer's conduct on employees of reasonable intelligence and fortitude. In other words, if the Board is satisfied that the probable effect of the impugned communications of an employer would have been to interfere with, restrain, intimidate, threaten or coerce that employer's employees, the communications are unlawful and a violation can be sustained. This test is an objective one. The Board's approach is to determine the likely or probable effects of impugned employer communications upon a so-called "reasonable" employee; being someone of reasonable intelligence and possessed of reasonable fortitude and resilience.*[24]

[36] The probable effect of the Employer's threat of termination was to intimidate his free and fair exercise of a right conferred pursuant to Part VI. The context to consider here is that the Employer's suspensions and threats were issued concurrently with its reference to Fraser's labour relations activity.

[37] In response to the Employer's allegation in its Reply that this application is an abuse of process, Fraser argues that the February 24th letter was imposed on him unilaterally. It is not an

[24] *United Food and Commercial Workers, Local 1400 v Securitas Canada Limited*, 2015 CanLII 43778 (SK LRB) at para 31.

employee representation on which the Employer is entitled to rely. The Employer has not established an abuse of process.[25]

[38] As a remedy he seeks a declaration that the Employer contravened Part VI of the Act, an Order that the Employer stop that contravention, and an Order that the Employer pay to him both the monetary loss he suffered because of his five-day unpaid work suspension and his costs of participating in this proceeding. Fraser argues that the Board should grant the monetary loss he suffered from the suspension, since he has no control over whether the Union will take the grievances to arbitration.

LRB File No. 128-22:

[39] Fraser argues that the evidence discloses that Knowles questioned him as to whether he had exercised a right conferred by Part VI, in contravention of clause 6-62(1)(p) of the Act. Knowles questioned him regarding the purpose for his July 8, 2022 absence, when he left the workplace for one hour to have a commissioner for oaths certify his Production Application. On his July 13th timecard he indicated that he was not at work during that hour. At a meeting on July 25th, Knowles asked him what he did during that hour. Fraser's Union representative advised him he was not obligated to tell the Employer what he did on his time off, and Fraser accordingly declined to answer her question. He was suspended for three days for refusing to provide an answer to the question. Knowles had no legitimate employment interest in the answer to her question. The Employer has no legitimate interest in questioning him as to whether he was exercising a right conferred by Part VI[26].

[40] It is reasonable to find that Knowles knew he was exercising a right conferred pursuant to Part VI during his unpaid absence from the workplace because of her being in possession of three related documents: his timecard indicating that he was absent from work from 9:00 to 10:00 am on July 8th; his Production Application certified on July 8th; and the Board's email of July 8th 2:08 pm delivering the application to her. The Board should consider the timing of Knowles' question as a factor strengthening the inference that her intent was to elicit his acknowledgement of his labour relations activity.[27]

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[25] *International Association of Bridge, Structural, Ornamental and Reinforcing Ironworkers, Local Union No. 771 v Matrix Labour Leasing Ltd*, 2018 CanLII 127662 (SK LRB) at paras 29-33.
[26] *Unifor Canada, Local 594 v Consumers' Co-operative Refineries Ltd.*, 2020 CanLII 62010 (SK LRB).
[27] *United Food and Commercial Workers, Local 1400 v Securitas Canada Limited*, *supra* note 24, at para 34.

[41] The Employer's Reply to this application states: "While the Applicant is a Field Employee, it has not been the practice of SPSA to permit the Applicant to vary his hours of work without his supervisor's consultation or agreement". The evidence indicates otherwise.

[42] As a remedy Fraser seeks a declaration that the Employer has engaged in an unfair labour practice and an Order that the Employer stop the unfair labour practice.

LRB File No. 151-22:

[43] Fraser argues that Synk's email at 8:26 am on September 9, 2022 establishes a *prima facie* case that she questioned him as to whether he was attempting to exercise a right conferred by Part VI of the Act. The Employer had no legitimate interest in the answer to the question, and the answer was likely to disclose information about which the Employer is prohibited from asking. A breach of clauses 6-62(1)(a) and (p) must be found because Synk already knew he was participating in the hearing. Cundall's letter of August 25th [28] and Synk's 8:26 am email[29] and 4:21 pm email[30], both on September 9th, are all communications that stray into the prohibited grounds of threats, intimidation and coercion. The purpose of clause 6-62(1)(p) is to promote the free exercise by employees of any right conferred by Part VI, without interference by their employer. The Board has held that "context can help the Board determine if otherwise ambiguous statements may convey a subtle message or have a different meaning for the affected employees"[31]. The Employer's questioning had a chilling effect on the exercise of Fraser's rights under Part VI, and therefore contravened clauses 6-62(1)(a) and (p)[32].

[44] As a remedy, Fraser seeks a declaration that the Employer has engaged in an unfair labour practice and an Order that the Employer stop the unfair labour practice.

LRB File No. 168-22:

[45] Fraser argues that the stated reasons for the three-day suspension imposed by Cundall's letter dated August 25, 2022[33] are pretext, and do not fall within the protection of subsection 6-62(5) of the Act. Since Fraser exercised a right conferred pursuant to Part VI during his absence from the workplace, subsection 6-62(4) establishes a presumption that the Employer suspended him contrary to clause 6-62(1)(g). The Employer has demonstrated no legitimate employment

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[28] Exhibit A6.
[29] Exhibit A8.
[30] Exhibit A9.
[31] *United Food and Commercial Workers, Local 1400 v Securitas Canada Limited*, *supra* note 24, at para 34.
[32] *Unifor Canada, Local 594 v Consumers' Co-operative Refineries Ltd.*, *supra* note 26, at paras 72 and 77.
[33] Exhibit A6.

interest in knowing the answer to Knowles' question, and the answer would have disclosed information about which the Employer is prohibited from asking. The evidence shows that the Employer suspended him with a view to intimidating him from participating in a proceeding pursuant to Part VI of the Act.[34]

[46] As a remedy, Fraser seeks a declaration that the Employer has engaged in an unfair labour practice, an Order that the Employer stop the unfair labour practice, and an Order that the Employer pay both the monetary loss he suffered from the three-day unpaid work suspension and his costs of participating in this proceeding. Fraser argues that the Board should grant the monetary loss he suffered from the suspension, since he has no control over whether the Union will take the grievances to arbitration.

Argument on behalf of Employer:

[47] The Employer did not address any of the substantive arguments raised by Fraser, other than to state that, since Fraser participated in this hearing, he has not demonstrated that the Employer's actions had a chilling effect on his exercise of his rights. The Employer indicated only that it relied on the Replies filed and the evidence of its witnesses to provide justification for the decisions they made.

[48] In its Reply to LRB File No. 083-22, the Employer denies that Fraser was disciplined for filing the application in LRB File No. 040-22, or for otherwise exercising his Part VI rights. It argues that the application is an abuse of process.

[49] In its Reply to LRB File No. 128-22, the Employer denies that Fraser was questioned as to whether he had exercised a Part VI right. It argues that the application is an abuse of process.

[50] In its Reply to LRB File No. 151-22, the Employer denies an intention to intimidate Fraser in the exercise of a Part VI right. It argues that the application is an abuse of process.

[51] In its Reply to LRB File No. 168-22, the Employer denies that Fraser was questioned as to whether he had exercised a Part VI right. It argues that the application is an abuse of process.

[52] Even though the Employer states in its Replies that each of the applications is an abuse of process, the Employer did not provide any argument on which the Board could make that finding.

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[34] *Unifor Canada, Local 594 v Consumers' Co-operative Refineries Ltd.*, *supra* note 26, at para 72.

[53] The Employer referred to *Bradshaw v Stenner*[35] as establishing the principles for the assessment of credibility, and invited the Board to consider Fraser's evidence in light of these principles:

> *Credibility involves an assessment of the trustworthiness of a witness' testimony based upon the veracity or sincerity of a witness and the accuracy of the evidence that the witness provides (Raymond v. Bosanquet (Township) (1919), 1919 CanLII 11 (SCC), 59 S.C.R. 452, 50 D.L.R. 560 (S.C.C.)). The art of assessment involves examination of various factors such as the ability and opportunity to observe events, the firmness of his memory, the ability to resist the influence of interest to modify his recollection, whether the witness' evidence harmonizes with independent evidence that has been accepted, whether the witness changes his testimony during direct and cross-examination, whether the witness' testimony seems unreasonable, impossible, or unlikely, whether a witness has a motive to lie, and the demeanour of a witness generally (Wallace v. Davis, [1926] 31 O.W.N. 202 (Ont.H.C.); Faryna v. Chorny, 1951 CanLII 252 (BC CA), [1952] 2 D.L.R. 354 (B.C.C.A.) [Farnya]; R. v. S.(R.D.), 1997 CanLII 324 (SCC), [1997] 3 S.C.R. 484 at para.128 (S.C.C.)). Ultimately, the validity of the evidence depends on whether the evidence is consistent with the probabilities affecting the case as a whole and shown to be in existence at the time (Farnya at para. 356).*

[54] The Employer argued that the only remedy within the Board's jurisdiction on the ULP applications is declaratory relief. If any monetary damages related to discipline are to be awarded, that should only be determined by a grievance arbitrator.

Argument on behalf of Union:

[55] The Union provided no argument.

Relevant Statutory Provisions:

[56] The parties referred to the following provisions as being relevant in this matter:

> *6-6(1) No person shall do any of the things mentioned in subsection (2) against another person:*
>
> > *(a) because of a belief that the other person may testify in a proceeding pursuant to this Part;*
> >
> > *(b) because the person has made or is about to make a disclosure that may be required of the person in a proceeding pursuant to this Part;*
> >
> > *(c) because the person has made an application, filed a complaint or otherwise exercised a right conferred pursuant to this Part; or*
> >
> > *(d) because the person has participated or is about to participate in a proceeding pursuant to this Part.*

[35] 2010 BCSC 1398 (CanLII) at para 186.

(2) In the circumstances mentioned in subsection (1), no person shall do any of the following:

. . .

(b) threaten termination of employment or otherwise threaten a person;

. . .

(d) intimidate or coerce or impose a pecuniary or other penalty on a person.

6-62(1) It is an unfair labour practice for an employer, or any person acting on behalf of the employer, to do any of the following:

(a) subject to subsection (2), to interfere with, restrain, intimidate, threaten, or coerce an employee in the exercise of any right conferred by this Part;

. . .

(g) to discriminate with respect to hiring or tenure of employment or any term or condition of employment or to use coercion or intimidation of any kind, including termination or suspension or threat of termination or suspension of an employee, with a view to encouraging or discouraging membership in or activity in or for or selection of a labour organization or participation of any kind in a proceeding pursuant to this Part;

. . .

(p) to question employees as to whether they or any of them have exercised, or are exercising or attempting to exercise, any right conferred by this Part;

. . .

(r) to contravene an obligation, a prohibition or other provision of this Part imposed on or applicable to an employer.

(2) Clause (1)(a) does not prohibit an employer from communicating facts and its opinions to its employees.

. . .

(4) For the purposes of clause (1)(g), there is a presumption in favour of an employee that the employee was terminated or suspended contrary to this Part if:

(a) an employer or person acting on behalf of the employer terminates or suspends an employee from employment; and

(b) it is shown to the satisfaction of the board or the court that employees of the employer or any of them had exercised or were exercising or attempting to exercise a right pursuant to this Part.

(5) For the purposes of subsection (4), the burden of proof that the employee was terminated or suspended for good and sufficient reason is on the employer.

6-104(2) In addition to any other powers given to the board pursuant to this Part, the board may make orders:

. . .

(b) determining whether an unfair labour practice or a contravention of this Part, the regulations made pursuant to this Part or an order or decision of the board is being or has been engaged in;

(c) requiring any person to do any of the following:

(i) to refrain from contravening this Part, the regulations made pursuant to this Part or an order or decision of the board or from engaging in any unfair labour practice;

. . .

(e) fixing and determining the monetary loss suffered by an employee, an employer or a union as a result of a contravention of this Part, the regulations made pursuant

> *to this Part or an order or decision of the board by one or more persons, and requiring those persons to pay to that employee, employer or union the amount of the monetary loss or any portion of the monetary loss that the board considers to be appropriate.*

Analysis and Decision:

[57] In the normal course, an application alleging that an employer has engaged in an unfair labour practice is brought by a union. In this matter, we have the unusual circumstance where the ULP applications were filed by an individual employee. This requires the Board to consider its decisions respecting the applicable principles in a slightly different light. Before turning to each of the ULP applications, the Board will review the law that applies in this matter.

[58] The Board notes that, in reviewing the issues that arose in this matter, the Board found Fraser to be a credible witness. The evidence of the Employer's witnesses tended to lean in favour of trying to justify their actions. The documentary evidence filed supports these findings.

[59] Fraser relied on *United Food and Commercial Workers, Local 1400 v Securitas Canada Limited*[36], where the Board held:

> *[31] By way of background, the substantive test for determining whether or not impugned communications by an employer represents a violation of s. 6-62(1)(a) of The Saskatchewan Employment Act involves a contextualized analysis of the probable consequences of the employer's conduct on employees of reasonable intelligence and fortitude. In other words, if the Board is satisfied that the probable effect of the impugned communications of an employer would have been to interfere with, restrain, intimidate, threaten or coerce that employer's employees, the communications are unlawful and a violation can be sustained. This test is an objective one. The Board's approach is to determine the likely or probable effects of impugned employer communications upon a so-called "reasonable" employee; being someone of reasonable intelligence and possessed of reasonable fortitude and resilience.*
>
> *. . .*
>
> *[34] To fall outside the sphere of permissible employer communications, the Board must be satisfied that the probable effect of an impugned communication would be to compromise or expropriate the free will of a reasonable employee. Obviously, the challenge for the Board is differentiating between those communications by an employer that are permissible (because they contain useful and helpful information for employees; information that is merely "influential") and prohibited communications that stray into the prohibited grounds of threats, intimidation and coercion. To guide in this evaluation, the Board will generally examine:*
>
> > *1. Evidence, if any, of a particular vulnerability of the subject employees to the views and opinions of their employers. . . .*
> >
> > *2. The maturity of the bargaining relationship between the parties. . . .*

[36] *Supra* note 24.

> *3. The context within which the impugned communication occurred. Almost as much as the words themselves, context is important in understanding the meaning and significance of an impugned employer communication. The events occurring in the workplace; the timing of the communication(s) relative to those events; the audience; and status of the bargaining relationship; are all factors to be considered by the Board. For example, context can help the Board determine if otherwise ambiguous statements may convey a subtle message or have a different meaning for the affected employees. Similar, context can also help the Board determine if a seemingly threatening communication may, in fact, contain useful and helpful information for employees. . . .*
>
> *4. The evidentiary basis for and value of the impugned communication. . . .*
>
> *5. The balance or neutrality demonstrated by an employer in communicating impugned information. . . .*

[60] In *Moose Jaw Firefighters' Association No. 553 v City of Moose Jaw*[37], the Board described in a similar manner the test for determining if clause 6-62(1)(a) of the Act has been contravened:

> *To assess an allegation under clause 6-62(1)(a), the Board considers the likely or probable effect of the conduct on the employees, assuming that the employees are possessed of reasonable intelligence, resilience and fortitude. This is an objective test. The question is whether the City's conduct had the likely effect of interfering with, restraining, intimidating, or coercing an employee or employees in the exercise of a right conferred by Part VI. If the Board is satisfied that the likely effect of the conduct would have been to interfere with, restrain, intimidate, threaten or coerce an employee in the exercise of protected rights, a breach is established.*

[61] In other words, the Board must review the context surrounding the Employer's communications to determine whether their likely effect would have been to interfere with, restrain, intimidate, threaten or coerce an employee possessed of reasonable intelligence, resilience and fortitude in the exercise of protected rights.

[62] Turning next to clause 6-62(1)(g), the Board reviewed *International Brotherhood of Electrical Workers Local Union 2038 v Clean Harbors Industrial Services Canada*[38], where the Board relied on its summary of the principles and rationale underlying the application of clause 11(1)(e) of *The Trade Union Act* (now s. 6-62(1)(g), (4) and (5) of the Act) in *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v Moose Jaw Exhibition Co. Ltd.*[39]. That case includes the following comments that are relevant in this matter:

> *[90] . . .*
> *An important element of the task of this Board in assessing a decision which is the subject of an allegation made pursuant to s. 11(1)(e) of the Act is the evaluation of the explanation*

[37] 2019 CanLII 98484 (SK LRB) at para 104.
[38] 2014 CanLII 76047 (SK LRB).
[39] [1996] Sask LRBR 575.

which is offered by an employer in defence of the decision to dismiss. In this respect, the Board has emphasized that our objective is somewhat different than that of an arbitrator determining whether there is "just cause" for dismissal. In The Leader-Post decision, supra, the Board made this comment, at 248:

> *For our purposes, however, the motivation of the Employer is the central issue, and in this connection the credibility and coherence of the explanation for the dismissal put forward by the Employer is, of course, a relevant consideration. We are not required, as an arbitrator is, to decide whether a particular cause for dismissal has been established. Nor, like a court, are we asked to assess the sufficiency of a cause or of a notice period in the context of common law principles. Our task is to consider whether the explanation given by an employer holds up when the dismissal of an employee and some steps taken in exercise of rights under the Act coincide. The strength or weakness of the case an employer offers in defence of the termination is one indicator of whether union activity may also have entered the mind of the Employer.*

As the Board has pointed out on a number of occasions, the fact that trade union activity is taking place does not mean that an employer is prevented altogether from taking serious disciplinary steps against an employee. The onus imposed on an employer by s. 11(1)(e) of the Act is not impossible to satisfy. There is no question, however, that it is difficult to meet. In order to satisfy ourselves that the grounds stated for a decision to dismiss an employee do not disguise sentiments on the part of an employer which run counter to the purposes of the Act, it is necessary for us to evaluate the strength or weakness of the explanation which is given for a dismissal, in the light of other factors, including the kind of trade union activity which is going on, the stage and nature of the collective bargaining relationship, and the possible impact a particular disciplinary action may have on the disciplined employee and other employees.

[91] Simply put, if it can be demonstrated that an employee was discharged or suspended from his/her employment at a time when the employees of that workplace were exercising or attempting to exercise a right under the Act, the Board is then called upon to examine the impugned actions of the Employer through two (2) lenses. In the first instance, the Board considers the stated reasons or rationale for the impugned discipline or termination. Although an employer need not demonstrate the kind of justification that an arbitrator would expect (i.e.: "just cause"), the onus is on the employer to demonstrate at least "coherent" and "credible" or "plausible" and "believable" reasons for the actions it took to rebut the statutory presumption. . . .

[92] However, even if the Board is satisfied that there were valid reasons for the actions that the employer took, the Board may nonetheless still find a violation has occurred if the Board is satisfied that the employer's actions were motivated, even in part, by an anti-union animus. See: The Newspaper Guild v. The Leader-Post, a Division of Armadale Co. Ltd., [1994] 1st Quarter Sask. Labour Rep. 242, LRB File Nos. 251-93, 252-93 & 253-93. Such is the case because there are few signals more intimidating for an employee or can send a more powerful message through the workplace than an indication that your employment relationship may be in jeopardy because of your support for a trade union. Therefore, even if an employer demonstrates a credible explanation for the actions it took, it is nonetheless a violation of the Act if we find that a component of the employer's decision-making process involved a desire to punish an employee because of his/her support for a trade union or to signal to other employees that unionization was undesirable. . . . .

[63] In *SGEU v Lac La Ronge Indian and Child Services Agency Inc*[40], the Board adopted its decision in *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v Sakundiak Equipment*[41], which summarized its jurisprudence on this issue. The following comments are particularly relevant in this matter:

> *[101] . . .*
> *It is clear from the terms of Section 11(1)(e) of the Act that any decision to dismiss or suspend an employee which is influenced by the presence of trade union activity must be regarded as a very serious matter. If an employer is inclined to discourage activity in support of a trade union, there are few signals which can be sent to employees more powerful than those which suggest that their employment may be in jeopardy. The seriousness with which the legislature regards conduct of this kind is indicated by the fact that the onus rests on the employer to show that trade union activity played no part in the decision to discharge or suspend an employee.*[42]
>
> *[102] . . .*
> *When it is alleged that what purports to be a layoff or dismissal of an employee is tainted by anti-union sentiment on the part of an employer, this Board has consistently held, as have tribunals in other jurisdictions, that it is not sufficient for that employer to show that there is a plausible reason for the decision. Even if the employer is able to establish a coherent and credible reason for dismissing or laying off the employee…those reasons will only be acceptable as a defence to an unfair labour practice charge under Section 11(1)(e) if it can be shown that they are not accompanied by anything that indicates that anti-union feeling was a factor in the decision.*[43]

[64] Under subsection 6-62(4) of the Act, the onus rests on the Employer to show that Fraser's exercise of his Part VI rights played no part in the decision to suspend him. It is not sufficient to meet the onus of proof for the Employer to demonstrate the existence of a defensible business reason for the decision to suspend Fraser. Even if the Board accepts the Employer's evidence as establishing a credible and coherent explanation for suspending Fraser at a time when he was exercising or attempting to exercise his Part VI rights, those reasons will only be acceptable if it can be shown that they are not accompanied by anything that indicates that an attempt to interfere with his exercise of his Part VI rights was a factor in the decision.

[65] With respect to clause 6-62(1)(p), Fraser relied on *Unifor Canada, Local 594 v Consumers' Co-operative Refineries Ltd.*[44], where the Board confirmed:

> *While the current context does not involve an organizing drive, it is similar. The objective of clause 6-62(1)(p) is to prevent an employer's questions from having a chilling effect on an employee's exercise of rights under Part VI of the Act. It is incumbent on the Board to*

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[40] 2015 CanLII 80539 (SK LRB).
[41] 2011 CanLII 72774 (SK LRB).
[42] *Saskatchewan Government Employees' Union v Regina Native Youth and Community Services Inc.*, [1995] 1st Quarter Sask. Labour Rep. 118.
[43] *United Steelworkers of America v Eisbrenner Pontiac Asuna Buick Cadillac GMC Ltd.*, [1992] 3rd Quarter Sask. Labour Rep. 135.
[44] *Supra* note 26, at paras 77 and 79.

> *foreclose the Employer from questioning employees about the strike vote to prevent such a chilling effect from settling in.*

The Board went on to note that the employer had no legitimate interest in questioning employees as to whether they exercised any right conferred by Part VI, given the clear prohibition in the Act.

LRB File No. 083-22:

[66] In this application, the Board must consider the two letters of May 16, 2022 imposing on Fraser unpaid suspensions of one day and four days. The Board finds that the letter of May 16, 2022 imposing a one-day suspension would be more properly addressed through the grievance procedure. The letter of May 16, 2022 imposing a four-day suspension, however, provides evidence of an unfair labour practice. The Employer stated:

> *It was asked if you were being disciplined in retaliation for filing a LRB File No. 040-22. We replied no; it was the documents you submitted in support of LRB File No. 040-22 that alerted the Employer to a breach of your commitments.*

[67] The Employer disciplined Fraser because they discovered that he was attempting to convince the Union to file a grievance on his behalf with respect to one of the items listed in the February 24th letter. That action contravened clauses 6-6(2)(b) and (d) and 6-62(1)(a), (g) and (r) of the Act. Fraser has a right pursuant to the Act to file an application alleging his Union is not complying with the duty of fair representation that it owes to him. He also has a right pursuant to the Act to speak to his Union representatives.

[68] The Board finds that the probable effect, if not the intent, of imposing this four-day suspension was an attempt to intimidate Fraser into abandoning his intention to grieve any of the nine items in the February 24th letter. The Board is satisfied that the evidence demonstrates that the Employer's communications at the May 13th meeting and in the four-day suspension letter of May 16th would have been intimidating, threatening and/or coercive for an employee of reasonable intelligence, fortitude and resilience. For this reason, the Board finds that they unlawfully interfered with his Part VI rights. The reference to the DFR application in the May 16th letter is an indication that Fraser's exercise of his Part VI rights was a factor in the Employer's decision to suspend him. The Employer has not met its onus of proving that Fraser's exercise of his Part VI rights played no role in its decision to impose this suspension.

LRB Files No. 128-22 and 168-22:

[69] The Board considered these applications together, as they both relate to communications to Fraser respecting his July 8th one hour absence from the office. The Board finds that Knowles' questioning of Fraser at the July 25, 2022 meeting, and Cundall's letter of August 25, 2022 constitute unfair labour practices. The Board is satisfied that part of the reason for the three-day suspension meted out in the August 25th letter was to punish Fraser for exercising his Part VI rights and to attempt to intimidate him into not exercising those rights. That action contravened clauses 6-6(2)(b) and (d) and 6-62(1)(a), (g) and (r) of the Act. The onus is on the Employer to demonstrate reasons for the suspension that are at least coherent and credible or plausible and believable, to rebut the statutory presumption. They did not do that in the August 25th letter or in their oral evidence. Even if the Board had been satisfied that the Employer had demonstrated a credible explanation for the suspension, the Board finds that the suspension was motivated in part by an attempt to intimidate Fraser into refraining from exercising his Part VI rights. The onus rests on the Employer to demonstrate that the exercise of his Part VI rights played no part in the decision to suspend Fraser, and they have not satisfied that onus.

[70] Knowles' questions at the July 25th meeting also contravene clause 6-62(1)(p), which clearly spells out that the Employer has no legitimate interest in questioning Fraser as to whether he had exercised a right conferred by Part VI.

LRB File No. 151-22:

[71] Synk's emails of September 9, 2022 clearly demonstrate an attempt to intimidate Fraser into not exercising his Part VI rights. The context of the first email, in particular, right before he is about to participate in a Part VI proceeding, was intimidating and contrary to clause 6-6(2)(d). It was also contrary to clauses 6-62(1)(a), (g), (p) and (r). For similar reasons to those described above, the Board finds that the likely effect of these emails would have been to interfere with, restrain and intimidate an employee of reasonable intelligence, fortitude and resilience in the exercise of protected rights. While no discipline was imposed on Fraser coming out of the September 9th emails, the Board cautions the Employer that, while subsection 6-62(2) gives the Employer the right to communicate facts and opinions, it does not give the Employer the right to threaten or intimidate its employees in the exercise of their Part VI rights.

Conclusion:

[72] In each of the ULP applications, Fraser has requested a declaration that the Employer engaged in an unfair labour practice and an Order that the Employer stop the unfair labour practice. With these Reasons, Orders will issue granting those requests.

[73] In the first and fourth ULP applications Fraser also requests an Order that the Employer pay to him the monetary loss that he suffered as a result of the numerous unpaid suspensions imposed on him by the Employer. The Board has determined that the issue of whether the suspensions were properly imposed is an issue to be resolved through the grievance process. Therefore, the Board denies this request.

[74] Fraser has also requested that the Employer pay to him the costs of participating in this proceeding. The Board has determined that this is a reasonable request. When crafting a remedy for an unfair labour practice, the objective is to return the parties, as much as possible, to the position in which they would have been if the unfair labour practice had not occurred[45]. Fraser was required to travel from Prince Albert to Saskatoon to participate in a two-day hearing. While he did not provide the Board with any details respecting the costs he incurred as a result, the Board has determined that it would be appropriate to order that the Employer pay to Fraser $500 toward that expense.

[75] This is a unanimous decision of the Board.

DATED at Regina, Saskatchewan, this **22nd** day of **December, 2022.**

LABOUR RELATIONS BOARD

Susan C. Amrud, K.C.
Chairperson

[45] *Moose Jaw Firefighters' Association Local 553 v Moose Jaw (City)* 2016 CanLII 36502 (SK LRB) at para. 140; *City of Swift Current v International Association of Fire Fighters, Local 1318*, 2014 CanLII 76050 (SK LRB), at para. 60.