

**INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 2038, Applicant v  
TRON CONSTRUCTION & MINING INC., Respondent**

LRB File No. 196-22; April 6, 2023

Chairperson, Michael J. Morris, K.C.; Board Members: Aina Kagis and Don Ewart

Counsel for the Applicant, International  
Brotherhood of Electrical Workers,  
Local 2038:

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Construction & Mining Inc.:

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**Certification – Union brings certification application to represent electrical workers employed by Employer south of the 51<sup>st</sup> parallel – Employer objects to application on the basis that proposed bargaining unit is inappropriately under-inclusive – Board determines that proposed bargaining unit is appropriate.**

**Certification – Employer argues that short-term employees lacked a “continuing interest” in bargaining unit at time certification application was filed – Employer argues their support for unit should not be considered – Board considers employees’ support as of date of application.**

**REASONS FOR DECISION**

**Background:**

**[1] Michael J. Morris, K.C., Chairperson:** These are the Board’s Reasons for Decision regarding a certification application brought by the International Brotherhood of Electrical Workers [IBEW], Local 2038 [Union] for a bargaining unit of employees of Tron Construction & Mining Inc. [Tron], described as:

*All electrical workers, journeyman electricians, electrical apprentices, electrical foreman (sic), and electrical general foreman (sic), engaged in the construction industry as defined in section 6-65 of The Saskatchewan Employment Act and employed by Tron Construction and Mining Inc. (sic), south of the 51<sup>st</sup> parallel within the boundaries of the Province of Saskatchewan.<sup>1</sup>*

**[2]** The Union filed the application on December 5, 2022. The parties agree that as of that date two employees fell within the described bargaining unit, Matty Zemlak [Mr. Zemlak] and Greg

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<sup>1</sup> For ease of reference these individuals will be collectively described as “electrical workers” in these reasons.

Flichel [Mr. Flichel], both of whom were journeymen electricians. Pursuant to s. 6-22(2) of *The Saskatchewan Employment Act* [Act] no vote was required, and no vote was directed.

**[3]** The Union is a craft union, and its jurisdiction is limited to the area described in the proposed bargaining unit. A different local, IBEW Local 529 [Local 529], has jurisdiction in the northern part of the province. As evidenced by the bargaining unit description, the Union has sought certification of a bargaining unit pursuant to the provisions of Division 13 of the Act. The Union is a designated bargaining agent for the purposes of negotiating a provincial collective agreement under Division 13, along with Local 529.

**[4]** Tron filed its reply to the certification application on December 19, 2022. In its reply Tron noted that it is a general contractor which provides construction contracting services to clients on various worksites throughout Saskatchewan, and that the majority of its work takes place in northern Saskatchewan. To provide these services, Tron employs the following tradespersons from time to time to meet the requirements of particular projects: millwrights, heavy duty mechanics, plumbers, welders, instrumentation technicians, labourers, ironworkers, pipefitters, electricians, and material handlers. Tron noted that as of December 5, 2022, it had 16 workers employed within Saskatchewan including, amongst others, 1 journeyperson pipefitter and 4 journeyperson electricians.

**[5]** Tron's reply requested that the certification application be dismissed for the following reasons:

- i. *The bargaining unit described by the Union in its Application is under-inclusive and not appropriate for collective bargaining. In particular, the bargaining unit is not appropriate because:*
  - a. *The geographic scope of the proposed bargaining unit excludes the majority of the province despite Tron Construction employing the majority of workers to work north of the 51<sup>st</sup> parallel; and*
  - b. *Tron Construction is a general contractor employing various tradespersons of which electricians are only one.*
- ii. *As a result of the above-stated characteristics of Tron Construction and particularly its status as a general contractor, Tron Construction submits that a province-wide, all employee bargaining unit is the reasonable bargaining unit.*
- iii. *In addition and in the alternative, Mr. Zemlak and Mr. Flichel lack a continuing interest in the proposed bargaining unit as their respective employment with Tron Construction ends "on or around December 21, 2022 or at project completion" pursuant to their respective employment agreements. Tron Construction anticipates the project for which Mr. Zemlak and Mr. Flichel were hired to be completed as of December 21, 2022, as scheduled. As such, as of December 21, 2022, there will be 0 employees in*

*the proposed bargaining unit sought by the Union who are eligible to vote and have a continuing interest in the proposed bargaining unit.*

**[6]** During oral argument and in its brief Tron generally advanced the under-inclusive and lack of continuing interest arguments described in its reply. Tron also suggested that certification of the proposed bargaining unit could inhibit its ability to hire and train individuals from the English River First Nation, which is one of its objectives. Ultimately Tron argued that the Union had failed to meet its onus to establish that the proposed bargaining unit was an appropriate bargaining unit.

**Evidence:**

**[7]** The Union called two witnesses: Jeff Sweet [Mr. Sweet], its business manager and financial secretary, and Mr. Zemlak. Tron called one witness: Lacey Unrau [Ms. Unrau], the director of human resources for Des Nedhe Management Inc., an English River First Nation corporation which provides human resources support for Tron.

**Mr. Sweet**

**[8]** Mr. Sweet has been the Union's business manager and financial secretary since September 2022. Prior to that he served as the Union's president for 8 years and has served as an organizer for the Union. He did not prepare the Union's certification application, but he reviewed it after it was prepared.

**[9]** Mr. Sweet explained that the province is bifurcated by the IBEW for organizing purposes. The Union has exclusive jurisdiction south of the 51<sup>st</sup> parallel, while Local 529 has exclusive jurisdiction north of the 51<sup>st</sup> parallel. Mr. Sweet noted that the IBEW only represents electrical workers, and that the Union cannot apply for certification orders outside of that trade or outside of its geographical jurisdiction. Mr. Sweet advised that the Union has certified bargaining units of electrical workers with employers who also employ other trades. Copies of the Union's bylaws and the IBEW's constitution were filed as exhibits U-1 and U-2, respectively.

**[10]** Mr. Sweet gave evidence regarding the bargaining process to achieve the provincial collective agreement for electrical workers pursuant to Division 13 of the Act. Essentially, the Union and Local 529 jointly negotiate with the representative employers' organization for the electrical trade division. The Board notes the representative employers' organization is the Construction Labour Relations Association of Saskatchewan Inc., pursuant to the order of the Board issued effective April 29, 2014 in LRB No. 066-16.

**[11]** Mr. Sweet advised that when employers bound by the provincial collective agreement are awarded work, they contact the Union and the Union dispatches electrical workers to the employer. Mr. Sweet stated that the Union will accommodate employers' preferences as able, including by adding members to the Union where employers have a preference to employ non-member Indigenous or local workers.

**[12]** Mr. Sweet stated that members of the Union have previously worked for Tron. Though this was not elaborated upon, the Board understood this statement to mean that members had performed non-unionized work for Tron. Mr. Sweet was shown various printouts from Tron's website which were entered into evidence as exhibits U-3, U-4 and U-5. In his evidence, he noted that Tron's construction projects south of the 51<sup>st</sup> parallel have involved electrical work which is within the Union's jurisdiction, including work at SaskPower's Boundary Dam Power Station near Estevan and the K+S Legacy Project near Moose Jaw.

**[13]** In cross-examination Mr. Sweet acknowledged that Tron employed trades other than electrical workers, and stated that he had no reason to dispute that only 20 per cent of Tron's projects in the past 3 years had involved work south of the 51<sup>st</sup> parallel, or that only 6 per cent of Tron's projects during that period had required electrical work in the south. Mr. Sweet agreed that the Union did not attempt to work with Local 529 in a joint organizing drive in advance of filing its certification application. Mr. Sweet acknowledged that Mr. Zemlak's employment contract, which was entered as exhibit E-1, was a short-term contract but stated "that's how construction works". Mr. Sweet was also presented with Mr. Fichel's employment contract, which was entered as exhibit E-2, and agreed that both Mr. Zemlak and Mr. Fichel were employed by Tron for less than a month. Mr. Sweet indicated that if certification were ordered Mr. Zemlak and Mr. Fichel would be eligible to be dispatched by the Union to work for Tron.

**[14]** When questioned about how electrical workers typically work alongside other trades Mr. Sweet stated that different trades are generally scheduled to work on projects at different times (X has to be done before Y) and that the specialty of their trade is what makes electrical workers unique, in terms of the work they can do that others cannot.

**[15]** Mr. Sweet was questioned about the Union's ability to accommodate requests for electrical workers from the English River First Nation, and how many of the Union's members self-identified as Indigenous. Mr. Sweet advised that approximately 20 per cent of the Union's members self-identified as Indigenous, but he did not know if the Union had any members from the English River First Nation. He stated that the Union is aware of the Truth and Reconciliation Committee's

calls to action and is trying to attract more Indigenous people to electrical work. Further, he advised that the Union can accommodate requests for workers from a specific First Nation, provided the Union has such workers available for dispatch.

**Mr. Zemlak**

**[16]** The Union's second witness was Mr. Zemlak. Mr. Zemlak has been a journeyman electrician since 2006 and has worked on many different kinds of projects. He has worked for Tron on three occasions, on short-term contracts. These included separate projects at the Shand Power Station and Boundary Dam Power Stations near Estevan, as well as the most recent project installing electric vehicle charging stations in Regina in December 2022. Mr. Zemlak indicated that Tron approached him about working on the Regina project. He worked on site with Mr. Fichel, who is also a journeyman electrician, and who he has known since 2009.

**[17]** Mr. Zemlak stated that the work he and Mr. Fichel performed in December 2022 was "100 per cent electrical". A concrete cutter was on site for a period to cut some holes so the electricians could run their wire. In his previous work with Tron there had been other trades on site as well. Mr. Zemlak stated that during the safety orientation for the Regina project a representative of Tron spoke to him and Mr. Fichel about potentially working on other projects for Tron in northern Saskatchewan. He also stated that while the vehicle charging station project was only a few weeks long, this is common in the construction industry.

**[18]** In cross-examination Mr. Zemlak advised that he had received dispatch work from the Union approximately 8 to 9 times. When asked why he wanted to unionize Tron as a short-term electrical worker he replied that it was good to have a union in the workforce to negotiate a collective agreement, including with respect to wages.

**[19]** In answering questions from the Board Mr. Zemlak stated that he understood the bargaining unit applied for would be subject to the provincial agreement, which he considered to be a good thing.

**Ms. Unrau**

**[20]** Ms. Unrau testified on behalf of Tron. As aforementioned, she is the director of human resources for Des Nedhe Management Inc., an English River First Nation corporation which provides human resources support for Tron. She has held this position for over 3.5 years and is a Certified Human Resources Professional with over 17 years of experience in human resources across a variety of sectors.

**[21]** Ms. Unrau described Tron as a general contractor which primarily operates in northern Saskatchewan, and which is primarily focused on industrial construction and mining work. Tron's head office is located on English River First Nation land north of the 51<sup>st</sup> parallel, just south of Saskatoon. Ms. Unrau addressed exhibit E-3, a spreadsheet that listed Tron's projects in the past 3 years, and which identified whether they were north or south of the 51<sup>st</sup> parallel, and whether they involved electrical work. Ms. Unrau testified that, of these 64 projects, 80 per cent of Tron's projects had been north of the 51<sup>st</sup> parallel, and only 6 per cent of Tron's projects were south of the 51<sup>st</sup> parallel and required electrical work.

**[22]** Ms. Unrau stated that at times Tron will have no construction projects ongoing, and in fact had none ongoing in Saskatchewan as of the dates of the hearing. At other times it may have more than one ongoing. The projects vary in size and scope and Tron hires a variety of trades, including electrical workers. Some projects require as few as two workers, and some as many as 40 or more. The workforce is in a constant state of flux due to mobilization and demobilization for projects.

**[23]** Ms. Unrau stated that when Tron hires electrical workers they work in a collaborative and coordinated way with other employees on-site. They may perform duties that are outside the confines of their trade discipline, such as general labour duties, and may be shadowed by other employees who are interested in learning their trade.

**[24]** Ms. Unrau was referred to Mr. Flichel's short-term employment contract, exhibit E-2, and stated it was the standard type of contract employed by Tron. The contracts contain an anticipated start date and approximate end date and are for a defined term and defined purpose based on the project's needs.

**[25]** Ms. Unrau was referred to the employees listed in Tron's reply and advised that of the 16 employees listed as being employed as of December 5, 2022 (the date of the Union's application), 7 were employed as of March 21, 2023. Of these, only one was a skilled tradesperson, a journeyman pipefitter on a defined term contract who is providing skilled trade and labour support to a client.

**[26]** As of March 21<sup>st</sup>, Tron employed 12 employees in total, all of whom were on defined term contracts other than 4 permanent full-time employees working in procurement, health and safety, quality control and cost control.

**[27]** Tron tends to re-hire skilled tradespersons for projects. Tradespersons will work on projects both north and south of the 51<sup>st</sup> parallel. In prioritizing re-hires, the order of priority is as follows: (1) English River First Nation members; (2) Individuals who self-identify as Indigenous; (3) Individuals from marginalized groups; (4) Individuals who are available.

**[28]** Ms. Unrau confirmed that Mr. Zemlak and Mr. Fichel were hired for the project completed in Regina in December 2022 and had not been rehired since that time because there was no need to rehire them or any employees in the proposed bargaining unit since the certification application was filed.

**[29]** Aside from construction projects, Tron facilitates and funds work placements or training secondments for English River First Nation members with other companies. Individuals in these placements or secondments are employed by Tron but work under the supervision and control of the partner company.

**[30]** Ms. Unrau was asked if she had concerns with how certification of the proposed bargaining unit could affect Tron's operations. She suggested that the need to join the Union might affect the willingness of members of the English River First Nation to work on projects. She also expressed concern about the ability of the Union to prioritize English River First Nation or Indigenous members for dispatch work. Further, Ms. Unrau expressed concern about a potential administrative burden in bidding on and administering work for both unionized and non-unionized projects, such as managing different wage tables and ascertaining whether union dues need to be deducted from employees' pay.

**[31]** In cross-examination Ms. Unrau agreed that she had not contacted the Union to ask whether it could accommodate Tron's hiring preferences, nor had she reviewed the hiring provisions in the provincial collective agreement for electrical workers. She advised that Tron does operate out-of-province in different regulatory environments, and that this work is administered out of its head office. Ms. Unrau advised that Tron has operated projects in Ontario with unionized employees.

**[32]** In answering questions from the Board Ms. Unrau advised that she has worked with a lot of collective bargaining agreements in the course of her career and has done so harmoniously. She also advised that Tron has administered different pay scales for a single employee, depending on the work performed.

**Argument on behalf of the Union:**

**[33]** The Union notes that description and composition of the bargaining unit are not in dispute, and that the issues the Board needs to resolve are the appropriateness of the proposed bargaining unit and the eligibility of Mr. Zemlak and Mr. Fichtel to have their expressed preferences taken into account by the Board.

**[34]** The Union argues that certification of a Division 13 craft unit is typical and appropriate in the construction industry, and particularly appropriate here in light of Tron's history of performing small electrical projects and hiring skilled trades on defined term contracts. The Union notes that s. 6-11(7)(a) of the Act removes any presumption that a craft unit is the "more suitable" unit appropriate for collective bargaining but argues that craft units remain presumptively appropriate. The Union submits that the Board's comments in *K.A.C.R* remain relevant:

*[15] ... It will suffice to say that the unique employment relationship in the construction industry that has led to the establishment of craft units. Generally speaking in the construction industry (and the Nipawin Hydro Electric Project is no different), employees are hired only for as long as the project is under construction and even then the work is often seasonal in nature.<sup>2</sup>*

**[35]** The Union states that its limited jurisdiction is not an impediment to certification of the requested craft unit, and that s. 6-11(7)(b)(i) of the Act expressly contemplates certifying the requested bargaining unit based on the extent of the Union's geographical jurisdiction.

**[36]** The Union argues that the proposed bargaining unit is viable due to the collective bargaining structure set out in Division 13, in which the Union would be bargaining not only on behalf of Tron electrical workers, but all Division 13 certified electrical workers south of the 51<sup>st</sup> parallel. The Union suggests that the alternative to its proposed bargaining unit is no union at all, which is contrary to the intent of s. 6-4(1) of the Act.

**[37]** The Union says its evidence is that it is fully willing to engage in Tron's mandate, including the employment of English River First Nation and other workers, and that it is able to accommodate this. The Union notes Tron has worked in different regulatory environments, including a unionized environment in Ontario.

**[38]** The Union states that there is no requirement for it to establish a "continuing interest" in the bargaining unit on the part of Mr. Zemlak or Mr. Fichel. It cites the "bright line" test approved

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<sup>2</sup> *K.A.C.R. v I.U.O.E., Local 870*, [1983] Sask Lab Rep 37 (SK LRB), at para 15.



by the Board in *Northern Industrial Contracting Inc.*<sup>3</sup> and *Vent Pro Mechanical Inc.*<sup>4</sup> whereby an employee must be employed when the certification application is filed until the time of the vote. The Union submits that what matters is whether Mr. Zemlak and Mr. Fichel had an interest when the application for the two-member bargaining unit was filed, on December 5<sup>th</sup>. It says they clearly did, being employed as of that date, and having affirmed their support for the unit. As the unit was a two-member unit, no vote was required pursuant to s. 6-22(2).

**[39]** In the alternative, the Union argues that even if the “bright line” test is not used, Mr. Zemlak had a continuing interest by virtue of him being approached about working for Tron on other projects, and both Mr. Zemlak and Mr. Fichel had a continuing interest due to Tron’s practice of recalling employees for projects.

**Argument on behalf of Tron:**

**[40]** Tron notes that the onus is on the Union to establish that the proposed bargaining unit is appropriate,<sup>5</sup> and submits that the Union has failed to do so.

**[41]** Tron argues the proposed bargaining unit is inappropriately under-inclusive. Tron notes that the unit contained only two of Tron’s 16 employees at the time the certification application was filed. Tron submits that the Board’s longstanding general policy has been to favour larger, more inclusive bargaining units over smaller specialized units, in order to avoid excessive fragmentation of the collective bargaining framework. Tron notes factors which may render an under-inclusive bargaining unit inappropriate, as described in *North Battleford Community Safety Officers*: (1) there is no discrete skill or other boundary surrounding the unit that easily separates it from other employees; (2) there is intermingling between the proposed unit and other employees; (3) there is a lack of bargaining strength in the proposed unit; (4) there is a realistic ability on the part of the Union to organize a more inclusive unit; or (5) there exists a more inclusive choice of bargaining units.<sup>6</sup>

**[42]** With respect to these factors, Tron argues: (1) the proposed bargaining unit arbitrarily excludes other workers sharing a community of interest with the electrical workers, and not on the basis of a discrete skill or other defensible boundary; (2) electrical workers intermingle and

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<sup>3</sup> *International Association of Heat and Frost Insulators and Allied Workers, Local 119 v Northern Industrial Contracting Inc.*, 2014 CanLII 63991 (SK LRB) [*Northern Industrial*], at para 20.

<sup>4</sup> *Sheet Metal Air Rail Transportation (S.M.A.R.T.), Local 296 v Vent Pro Mechanical Inc.*, 2021 CanLII 13649 (SK LRB) [*Vent Pro*], at para 45.

<sup>5</sup> *Teamsters Local Union No. 395 v North East School Division No. 200*, 2019 CanLII 43223 (SK LRB), at para 37.

<sup>6</sup> *North Battleford Community Safety Officers Police Association v City of North Battleford*, 2017 CanLII 68783 (SK LRB) [*North Battleford Community Safety Officers*], at para 58.

work closely with other tradespersons in the context of individual projects, and may work both north and south of the 51<sup>st</sup> parallel; (3) the proposed bargaining unit is small and non-viable; and (4) a more inclusive bargaining unit is available.

**[43]** Tron also argues that the proposed bargaining unit does not account for Tron's business operations and its commitment to furthering the education and employment of individuals from the English River First Nation. Tron describes requiring Union membership for projects south of the 51<sup>st</sup> parallel as a barrier to it employing First Nation members.

**[44]** Tron further argues that the Union unreasonably failed to make a concerted effort with Local 529 to attempt to have all of Tron's electrical workers in the province certified. Relatedly, Tron submits that the Union should not be able to rely on its geographical restriction to certify what would otherwise be an inappropriate under-inclusive bargaining unit. Tron suggests that certification of the proposed bargaining unit would cause an unnecessary burden with no obvious labour relations purpose for both it and its employees.

**[45]** As aforementioned, in its reply Tron submitted that a province-wide all employee bargaining unit would be appropriate. The Board heard no evidence regarding the likelihood of this occurring during the hearing. The Board noted that such a certification has not occurred to date, and that it had no evidence before it of any organizing activity other than that related to the application before it.

**[46]** Tron notes that Mr. Zemlak and Mr. Fichel were temporary employees on defined term contracts at the time the certification application was filed. Because of this Tron argues that they lacked a continuing interest in the proposed bargaining unit, and the Board should not consider their support for it. Tron acknowledges, however, that due to the cyclical nature of the construction industry certified bargaining units may from time to time contain no employees when an employer's projects do not require their services.

### **Relevant Statutory Provisions:**

**[47]** The following provisions of the Act are the most relevant:

#### ***Interpretation of Part***

##### ***6-1(1) In this Part:***

(a) "*bargaining unit*" means:

(i) a unit that is determined by the board as a unit appropriate for collective bargaining; ...

...

(c) "certification order" means a board order issued pursuant to section 6-13 or clause 6-18(4)(e) that certifies a union as the bargaining agent for a bargaining unit[.]

**Right to form and join a union and to be a member of a union**

**6-4(1)** Employees have the right to organize in and to form, join or assist unions and to engage in collective bargaining through a union of their own choosing.

...

**Acquisition of bargaining rights**

**6-9(1)** A union may, at any time, apply to the board to be certified as bargaining agent for a unit of employees appropriate for collective bargaining if a certification order has not been issued for all or a portion of that unit.

(2) When applying pursuant to subsection (1), a union shall:

(a) establish that 45% or more of the employees in the unit have within the 90 days preceding the date of the application indicated that the applicant union is their choice of bargaining agent; and

(b) file with the board evidence of each employee's support that meets the prescribed requirements.

**Determination of bargaining unit**

**6-11(1)** If a union applies for certification as the bargaining agent for a unit or a portion of a bargaining unit or to move a portion of one bargaining unit to another bargaining unit, the board shall determine:

(a) if the unit of employees is appropriate for collective bargaining; ...

...

(2) In making the determination required pursuant to subsection (1), the board may include or exclude persons in the unit proposed by the union.

...

(7) In making the determination required by subsection (1) as it relates to the construction industry within the meaning of Division 13, the board shall:

(a) make no presumption that a craft unit is the more suitable unit appropriate for collective bargaining; and

(b) determine the bargaining unit by reference to whatever factors the board considers relevant to the application, including:

(i) the geographical jurisdiction of the union making the application; and

(ii) whether the certification order should be confined to a particular project.

**Certification order**

**6-13(1)** *If, after a vote is taken in accordance with section 6-12, the board is satisfied that a majority of votes that are cast favour certification of the union as the bargaining agent for a unit of employees, the board shall issue an order:*

*(a) certifying the union as the bargaining agent for that unit; ...*

*...*

*(2) If a union is certified as the bargaining agent for a bargaining unit:*

*(a) the union has exclusive authority to engage in collective bargaining for the employees in the bargaining unit and to bind it by a collective agreement until the order certifying the union is cancelled; and*

*(b) if a collective agreement binding on the employees in the bargaining unit is in force at the date of certification, the agreement remains in force and shall be administered by the union that has been certified as the bargaining agent for the bargaining unit.*

**Votes by secret ballot**

**6-22(1)** *All votes required pursuant to this Part or directed to be taken by the board must be by secret ballot.*

*(2) A vote by secret ballot is not required among employees in a bargaining unit consisting of two employees or fewer.*

*...*

**Purpose of Division**

**6-64(1)** *The purpose of this Division is to permit collective bargaining to occur in the construction industry on the basis of either or both of the following:*

*(a) by trade on a province-wide basis;*

*(b) on a project basis.*

*(2) Nothing in this Division:*

*(a) precludes a union from seeking an order to be certified as a bargaining agent for a unit of employees consisting of:*

*(i) employees of an employer in more than one trade or craft; or*

*(ii) all employees of the employer; or*

*(b) limits the right to obtain an order to be certified as a bargaining agent to those unions that are referred to in a determination made by the minister pursuant to section 6-66.*

*(3) This Division does not apply to an employer and a union with respect to a certification order mentioned in subsection (2).*

(4) If a unionized employer becomes subject to a certification order mentioned in subsection (2) with respect to its employees, the employer is no longer governed by this Division for the purposes of that bargaining unit.

(5) If there is a conflict between a provision of this Division and any other Division or any other Part of this Act as the conflict relates to collective bargaining in the construction industry, the provision of this Division prevails.

### **Interpretation of Division**

**6-65** In this Division:

(a) “construction industry”:

(i) means the industry in which the activities of constructing, erecting, reconstructing, altering, remodelling, repairing, revamping, renovating, decorating or demolishing of any building, structure, road, sewer, water main, pipeline, tunnel, shaft, bridge, wharf, pier, canal, dam or any other work or any part of a work are undertaken; and

(ii) includes all activities undertaken with respect to all machinery, plant, fixtures, facilities, equipment, systems and processes contained in or used in connection with a work mentioned in subclause (i), but does not include maintenance work;

(b) “employers’ organization” means an organization of unionized employers that has, as one of its objectives, the objective of engaging in collective bargaining on behalf of unionized employers;

...

(d) “representative employers’ organization” means an employers’ organization that:

(i) is the exclusive agent to engage in collective bargaining on behalf of all unionized employers in a trade division; and

(ii) if applicable, may be a bargaining agent to engage in collective bargaining on behalf of unionized employers that are parties to a project agreement;

...

(f) “trade division” means a trade division established by the minister in accordance with section 6-66;

(g) “unionized employee” means an employee who is employed by a unionized employer and with respect to whom a union has established the right to engage in collective bargaining with the unionized employer;

(h) “unionized employer”, subject to section 6-69, means an employer:

(i) with respect to whom a certification order has been issued for a bargaining unit comprised of unionized employees working in a trade for which a trade division has been established pursuant to section 6-66; ...

...

### **Trade divisions**

**6-66(1)** *The minister may, by order, establish one or more trade divisions comprising all unionized employers in one or more sectors of the construction industry, with each trade division being restricted to unionized employers that are:*

- (a) *in a trade; or*
- (b) *in an identifiable category or group of unionized employers in a trade.*
- ...

### **Rights and duties of unionized employers**

**6-68** *Subject to the other provisions of this Division, a unionized employer has the right, in the manner set out in this Division:*

- (a) *to organize, form and assist in an employers' organization;*
- (b) *to join the representative employers' organization and participate in its activities in the trade division within which the employer operates; and*
- (c) *to engage in collective bargaining through the representative employers' organization mentioned in clause (b).*

### **Effect of determination**

**6-70(1)** *When an employers' organization is determined to be the representative employers' organization for a trade division:*

- (a) *the representative employers' organization is the exclusive agent to engage in collective bargaining on behalf of all unionized employers in the trade division;*
- (b) *a union representing the unionized employees in the trade division shall engage in collective bargaining with the representative employers' organization with respect to the unionized employees in the trade division;*
- (c) *a collective agreement between the representative employers' organization and a union or council of unions is binding on the unionized employers in the trade division;*
- (d) *no other employers' organization has the right to interfere with the negotiation of a collective agreement or veto any proposed collective agreement negotiated by the representative employers' organization; and*
- (e) *a collective agreement respecting the trade division that is made after the determination of the representative employers' organization with any person or organization other than the representative employers' organization is void.*

(2) *If an employers' organization is determined to be the representative employers' organization for more than one trade division, only the unionized employers in a trade division are entitled to make decisions with respect to negotiating and concluding a collective agreement on behalf of the unionized employers in that trade division.*

(3) *Subsection (1) applies to the following:*

- (a) *an employer who subsequently becomes a unionized employer in a trade division;*

*(b) a unionized employer who subsequently becomes engaged in the construction industry in a trade division.*

*(4) A unionized employer mentioned in subsection (3) is bound by any collective agreement in force for a trade division at the time the employer:*

*(a) becomes a unionized employer in a trade division; or*

*(b) becomes engaged in the construction industry in a trade division.*

*(5) Notwithstanding subsection (1), a unionized employer is responsible for settling disputes mentioned in section 6-45.*

### **Analysis and Decision:**

**[48]** The Union bears the onus on a certification application to establish that the proposed bargaining unit is appropriate.<sup>7</sup> It does not need to establish that the unit is the *most* appropriate bargaining unit, but rather that it is *an* appropriate bargaining unit.<sup>8</sup>

**[49]** A succinct recitation of four relevant legal principles the Board applies in determining the appropriateness of a bargaining unit is found in *North Battleford Community Safety Officers*:

*[54] Not surprisingly, the Board has considered this issue in numerous cases, many of which were cited by both the Applicant and the City. The brief review which is undertaken here is not intended to be exhaustive. Rather, it will provide a general over-view of the relevant considerations this Board should take into account when determining what qualifies as an appropriate bargaining unit in a particular situation. For present purposes, the Board has identified four (4) relevant legal principles.*

*[55] First, the Board should scrutinize the bargaining unit that has been proposed by the union in question from the perspective of whether it is appropriate for purposes of future collective bargaining with an employer. The central question is whether it is an appropriate unit, not the optimal one. In *Canadian Union of Public Employees v Northern Lakes School Division No. 64*[22] [*Northern Lakes School Division*], the Board framed this inquiry as follows:*

*The basic question which arises for determination in this context is, in our view, the issue of whether an appropriate bargaining unit would be created if the application of the Union were to be granted. As we have often pointed out, this issue must be distinguished from the question of what would be the most appropriate bargaining unit.*

*The Board has always been reluctant to deny groups of employees access to collective bargaining on the grounds that there are bargaining units which might be created, other than the one which is proposed, which would be more ideal from the point of view of collective bargaining policy. The Board has generally been more interested in assessing whether the bargaining unit which is proposed stands a good chance of forming a*

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<sup>7</sup> *International Union of Operating Engineers, Hoisting & Portable & Stationary, Local 870 v KDM Constructors*, 2021 CanLII 77359 (SK LRB) [KDM], at para 62.

<sup>8</sup> *KDM*, at para 63.

sound basis for a collective bargaining relationship than in speculating about what might be an ideal configuration.<sup>[23]</sup>

**[56]** Second, generally speaking the Board's preference is for larger, broadly based units so as to avoid issues of certifying an under-inclusive unit. In *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v O.K. Economy Stores (A Division of Westfair Foods Ltd.)* <sup>[24]</sup> [O.K. Economy] a case cited by both the Applicant and the City, former Vice-Chairperson Hobbs explained this preference as follows at page 66:

*In Saskatchewan, the Board has frequently expressed a preference for larger and few bargaining units as a matter of general policy because they tend to promote administrative efficiency and convenience in bargaining, enhance lateral mobility among employees, facilitate common terms and conditions of employment, eliminate jurisdictional disputes between bargaining units and promote industrial stability by reducing incidences of work stoppages at any place of work (see [United Steel Workers of America v Industrial Welding (1975) Limited, 1986 Feb. Sask. Labour Rep. 45]). . . .*

*This does not mean that large is synonymous with appropriate. Whenever the appropriateness of a unit is in issue, whether large or small, the Board must examine a number of factors assigning weight to each as circumstances arise.*

**[57]** Third, this Board has identified, and regularly applied, a number of relevant factors, of which size of the proposed unit is but one, to determine whether the proposed unit is an appropriate unit for purposes of bargaining collectively with the employer. Those factors were helpfully enumerated in *O.K. Economy* as follows, again at page 66:

*Those factors include among others: whether the proposed unit of employees will be able to carry on a viable collective bargaining relationship with the employer; the community of interest shared by the employees in the proposed unit; organizational difficulties in particular industries; the promotion of industrial stability; the wishes or agreement of the parties; the organizational structure of the employer and the effect that the proposed unit will have upon the employer's operations; and the historical patterns of organization in the industry.*

*The Board recognizes that there may be a number of different units of employees which are appropriate for collective bargaining in any particular industry.*

**[58]** Fourth, units that may be characterized as "under-inclusive" may be certified as appropriate in certain circumstances. The leading case on this issue appears to be *Graphic Communications International Union, Local 75M v Sterling Newspapers Group, a Division of Hollinger Inc.*<sup>[25]</sup> [Sterling Newspapers Co.]. In this decision, former Chairperson Gray on behalf of the majority of the Board (Member Carr dissenting), reviewed the Board's prior jurisprudence on under-inclusive units, including authorities cited by counsel in this matter such as *Canadian Union of Public Employees, Local 1902-08 v Young Women's Christian Association et al.* <sup>[26]</sup>, and *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v Saskatchewan Centre of the Arts*<sup>[27]</sup>. She summarized her analysis as follows at para. 34:

*From this review of cases, it would appear to the Board that under-inclusive bargaining units will not be considered to be appropriate in the following circumstances: (1) there is no discrete skill or other boundary surrounding the unit that easily separates it from other employees; (2)*



*there is intermingling between the proposed unit and other employees; (3) there is a lack of bargaining strength in the proposed unit; (4) there is a realistic ability on the part of the Union to organize a more inclusive unit; or (5) there exists a more inclusive choice of bargaining units.<sup>9</sup>*

**[50]** Apart from the abovementioned principles, the Board is mindful that pursuant to s. 6-11(7)(a) it is to make no presumption that the Division 13 craft unit sought by the Union is more suitable than another unit. However, this does not preclude the Board from determining that the unit sought is appropriate.<sup>10</sup>

**[51]** The Board is satisfied by the evidence that Tron is a general contractor that has been in business for over twenty years.<sup>11</sup> It provides construction contracting services to clients on worksites throughout the province, though the majority of Tron's work within the past three years has taken place in northern Saskatchewan.<sup>12</sup> Tron's workforce regularly shifts and fluctuates depending on the project(s) it is working on at any given time. Each project demands a workforce with a particular skillset and of a size which can meet the project's specifications in the time allotted for its completion.

**[52]** On December 5, 2022, when the certification application was filed, Mr. Zemlak and Mr. Fichel were both employed by Tron in Regina, which is within the geographical jurisdiction of the Union. They were both employed on short-term contracts for a single project, and both performed specialized electrical work within their trade certification. Other than the electricians, a concrete cutter was on site for a limited period of time. Mr. Zemlak's experience on this project was not dissimilar to that on other projects he had worked on for Tron, including at the Shand and Boundary Dam Power Stations near Estevan.

**[53]** The Board accepts Mr. Sweet's evidence that it is typical in the construction industry for trades to be employed on projects at different times because "X" (work involving one trade) needs to be done before "Y" (work involving a different trade). The Board also accepts Mr. Sweet's evidence that the specialty of their trade is what makes electrical workers unique, in terms of work they can do that others cannot. The Board accepts Ms. Unrau's evidence that electrical workers employed by Tron may perform duties outside the strict confines of their trade, such as general labour, but finds that electrical workers hired by Tron are predominantly performing electrical

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<sup>9</sup> *North Battleford Community Safety Officers*, at paras 54-58.

<sup>10</sup> *Communications, Energy and Paperworkers Union of Canada v J.V.D. Mill Services Inc.*, 2011 CanLII 2589 (SK LRB) [*J.V.D. Mill Services*], at para 120.

<sup>11</sup> Tron's history is noted in the contracts of employment for Mr. Zemlak and Mr. Fichel, being exhibits E-1 and E-2, respectively.

<sup>12</sup> Exhibit E-3.

work. Tron hires electrical workers for projects based on the amount of electrical work required, not some other type of work.

**[54]** The Board accepts Mr. Sweet's evidence that the Union can accommodate specific requests from unionized employers through its dispatch system, including dispatching members from a specific First Nation provided the Union has such members available for dispatch. The Board also accepts Mr. Sweet's evidence with respect to the Union's awareness of the Truth and Reconciliation Commission's calls to action and its efforts to attract more Indigenous people to electrical work. On the whole, the Board does not conclude that certification of the proposed bargaining unit would undermine Tron's aim of furthering the education and employment of English River First Nation members or other Indigenous people.

**[55]** The Division 13 certification sought by the Union would result in the provincial collective agreement applying to the proposed bargaining unit pursuant to s. 6-70(4) of the Act. It would also result in the unit bargaining with the strength of other Division 13 certified electrical workers (non-Tron electrical workers). Effectively, Tron's projects south of the 51<sup>st</sup> parallel would be unionized and subject to the provincial collective agreement for electrical work, while its projects north of the 51<sup>st</sup> parallel would not.

**[56]** Assessing the proposed bargaining unit using the factors from *O.K. Economy*,<sup>13</sup> the Board notes:

- a. The unit's viability would rely on the strength of the Division 13 bargaining structure, which is a structure with established stability.
- b. The electrical workers would share a community of interest based on the specialty of their trade.
- c. A craft-based bargaining unit would align with the historical pattern of organization in the construction industry.
- d. The transient nature of work in the construction industry may present organizational difficulties for a different type of bargaining unit.
- e. The unit would affect Tron's operations in that it would require Tron to employ unionized electrical workers south of the 51<sup>st</sup> parallel, which could affect how Tron is able to administer its projects (for example, if workers Tron wants to recall refuse

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<sup>13</sup> *O.K. Economy Stores Ltd. v Saskatchewan Joint Board, R.W.D.S.U.*, [1990] Sask LRBR 64, at paras 12-13, as quoted in paras 56-57 of *North Battleford Community Safety Officers*.

to join the Union), and its certification would be contrary to Tron's expressed wishes.

**[57]** As aforementioned, Tron's primary objection to the proposed certification is based on its under-inclusiveness. In the parlance of the Board "under-inclusive" is not intended to reflect on the appropriateness of a bargaining unit, but only to describe such a unit. Per the Board in *Sterling Newspapers*:

*[41] We would add that we use the term "under-inclusive" as a method of describing a bargaining unit that includes only a portion of the employees of an employer in order to distinguish it from an "all-employee" bargaining unit. The term is not intended to reflect on the appropriateness of the bargaining unit, but only to describe such units.<sup>14</sup>*

**[58]** As noted in *North Battleford Community Safety Officers*, the Board will not consider under-inclusive bargaining units to be appropriate in the following circumstances:

*(1) there is no discrete skill or other boundary surrounding the unit that easily separates it from other employees; (2) there is intermingling between the proposed unit and other employees; (3) there is a lack of bargaining strength in the proposed unit; (4) there is a realistic ability on the part of the Union to organize a more inclusive unit; or (5) there exists a more inclusive choice of bargaining units.<sup>15</sup>*

**[59]** Tron argues that the proposed bargaining unit is inappropriately under-inclusive for several reasons. These will be addressed in turn.

**[60]** First, Tron submits that the proposed bargaining unit has no discrete skill or boundary that easily separates it from other employees. More particularly, while acknowledging that the electrical workers in the proposed bargaining unit possess a discrete skill, Tron argues that they share a community of interest with electrical workers north of the 51<sup>st</sup> parallel, and with other skilled tradespersons throughout the province. In the Board's view, there is no doubt that employees in the proposed bargaining unit possess a discrete skill. Only electrical workers can perform electrical work. Further, the geographical limit is a clear boundary for the purposes of the unit, regardless of whether electrical workers may also work on non-unionized projects north of the 51<sup>st</sup> parallel. The Board does not accept that Tron will be unable to administer both unionized projects in the south and non-unionized projects in the north, particularly given its experience in operating in different regulatory environments, including with a unionized workforce in Ontario.

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<sup>14</sup> *Graphic Communications International Union, Local 75M v Sterling Newspapers Group*, [1998] Sask LRBR 770 [Sterling Newspapers], at para 41.

<sup>15</sup> *North Battleford Community Safety Officers*, at para 58.

**[61]** Second, Tron submits that employees in the proposed bargaining unit intermingle with other employees, such that the unit is inappropriate. Tron notes that electrical workers regularly interact with employees in a variety of other job classifications, may perform non-electrical work (e.g., general labour), and are part of a cohesive team. Further, Tron again notes that electrical workers may work both within the Union’s jurisdiction and outside of it, in the north. The Board does not consider these circumstances to amount to intermingling which would preclude certification of the proposed bargaining unit. Nor would these circumstances be compelled to cease if the proposed bargaining unit were certified. One of the primary potential concerns with intermingling is whether unit members’ job responsibilities could be undertaken by other employees in their absence.<sup>16</sup> If so, members’ withdrawal of their labour may place little economic pressure on an employer. Here, only electrical workers can do electrical work. Further, withdrawal of their labour via a strike would occur in the context of a trade division-wide strike pursuant to s. 6-78(1), not a strike with respect their labour alone. Such a strike could reasonably be expected to create pressure on Tron.

**[62]** Third, Tron submits that the proposed bargaining unit is non-viable due to a lack of bargaining strength. In the Board’s view this argument ignores the strength of the Division 13 bargaining structure, which is a structure with established stability.

**[63]** Fourth, Tron submits that a more inclusive bargaining unit is available. As aforementioned, Tron submits that an “all employee” or “wall to wall” bargaining unit is appropriate. Certification of such a unit of Tron employees has not occurred before, and the Board heard no evidence about any attempts to organize such a unit.<sup>17</sup> Here, the Union has cast the “bargaining unit net” as broadly as its jurisdiction will allow. This distinguishes the circumstances before the Board from those in the cases relied upon by Tron.<sup>18</sup> The Board cannot find that a more inclusive bargaining unit is available to the Union. It can only represent electrical workers south of the 51<sup>st</sup> parallel. Further, the Board has no evidence before it of any organizing that has occurred apart from that done by the Union for this certification application. The fact that Tron has never been subject to

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<sup>16</sup> *North Battleford Community Safety Officers*, at para 76; *Hotel Employees and Restaurant Employees Union, Local 41 v Cavalier Enterprises Ltd. (Sheraton Cavalier)*, 2002 CanLII 52909 (SK LRB) [*Sheraton Cavalier*], at para 16.

<sup>17</sup> The Board is aware that an “all employee” certification was attempted by the Churchill River Employees’ Association (CREA) in LRB File No. 209-19, but that the certification application was dismissed because CREA failed to establish that it was a union within the meaning of s. 6-1(1)(p) of the Act: *Churchill River Employees’ Association (CREA) v Tron Construction & Mining Limited Partnership*, 2020 CanLII 76679 (SK LRB).

<sup>18</sup> *Sheraton Cavalier; United Association of Journeyman and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 179 v Yorkton Plumbing and Heating Ltd./YPH Mechanical*, 2019 CanLII 43226 (SK LRB); *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v Saskatchewan Centre of the Arts*, [1995] SLRBD No 54 (QL); *Canadian Union of Public Employees, Applicant v Turning Leaf Services Inc.*, 2017 CanLII 85455 (SK LRB); *United Food and Commercial Workers Union, Local 1400 v Ranch Ehrlo Society*, 2008 CanLII 65787 (SK LRB).

any certification order in Saskatchewan in its over 20 year history arguably cuts against the notion that a more inclusive bargaining unit could be easily organized by a different union.

**[64]** In sum, the Board does not accept Tron's submissions that the proposed bargaining unit is inappropriately under-inclusive.

**[65]** This leaves the Board to consider Tron's argument that Mr. Zemlak's and Mr. Flichel's support for the proposed bargaining unit should not be considered because they lacked a "continuing interest" in it.

**[66]** In essence, Tron argues that because both Mr. Zemlak and Mr. Flichel were on short-term contracts, they lacked a "continuing interest" in the proposed bargaining unit beyond the expiry of their contracts. Notably, however, Ms. Unrau's evidence was that nearly all of Tron's employees are on such contracts, with the exception of 4 permanent full-time employees as of March 21, 2023 working in procurement, health and safety, quality control and cost control. Tron's argument begs the question of whether anyone other than such permanent full-time employees could establish the "continuing interest" necessary to have their wishes considered in a certification application. Put another way, Tron's argument suggests that short-term tradesperson employees could be shut out of a "say" in whether their workplace should be unionized.

**[67]** The Board has repeatedly refused to apply a "continuing interest" test of the type suggested by Tron in favour of a "bright line" test.

**[68]** The "bright line" test which has been endorsed by the Board<sup>19</sup> and upheld by the Court of King's Bench<sup>20</sup> generally governs eligibility to vote in a representation vote, and it does not require establishing a "continuing interest" in order to be eligible. Rather, the general standard is that, subject to exceptional circumstances, a person must be an employee working within the scope of the proposed bargaining unit on the date of the application and must remain an employee until the date of the vote.<sup>21</sup>

**[69]** In its recent decision in *Platinum Track Services*,<sup>22</sup> the Board quoted from its earlier decision in *Con-Force Structures* with respect to the general standard:

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<sup>19</sup> *Northern Industrial*, at para 20; *Atco Structures & Logistics Ltd v Unite Here, Local 47*, 2014 CanLII 76053 (SK LRB), at paras 47-49; *Vent Pro*, at para 47.

<sup>20</sup> *Northern Industrial Contracting Inc. v International Association of Heat and Frost Insulators*, 2015 SKQB 204, at paras 30-31.

<sup>21</sup> *Northern Industrial*, at para 20.

<sup>22</sup> *Platinum Track Services Inc. v Construction and General Workers' Union*, 2020 CanLII 19807 (SK LRB) [*Platinum Track Services*].

**[33]** In *Con-Force Structures Ltd. (Re)*, [1992] SLRBD No 40 [“Con-Force”], the Board had to consider whether to depart from the usual rule, and to take into account the existing recall rights, based in the collective bargaining agreement, of laid-off employees. In so considering, then Vice-Chairperson Hobbs outlined the principles that underlie the voter eligibility criteria, at 3 to 4:

*The Board accepts that the rules it has developed achieve neither perfect predictability nor perfect democracy. They are necessarily, at best, a reasonable compromise intended to give effect to s. 3 [of The Trade Union Act, now subsections 6-4 and 6-13(2)(a) of the Act] by ensuring that the representation question is left in the hands of the people who have a legitimate interest in the issue while, at the same time, providing the direction these people require to convert s. 3 rights into a practical reality. These rules are not entirely inflexible, but there is a substantial onus upon any party who seeks to have the Board depart from them.*

*In Saskatchewan, the general standard for determining voter eligibility when a representation vote is ordered, is that a person must be an employee on the date that the application is filed and on the date of the vote. In the construction industry, this rule is applied strictly and literally, in recognition of the transitory relationship between employers and employees in that industry. Outside the construction industry, there has been some softening of this rule. Some of the more common situations where the Board might make an exception to this rule are where an employee is on Workers’ Compensation, maternity leave, sick leave, education leave, or on temporary lay-off. It is a factual question in each of these cases whether an employee’s circumstances are such as to justify his participation...<sup>23</sup>*

**[70]** In *Platinum Track Services* the Board noted that the general standard tends to be strictly applied in the construction industry:

*[35] The Board in Con-Force pointed out that in the construction industry the eligibility criteria are applied in a strict and literal fashion. In applying the criteria in this manner, the Board takes into account the union’s representative status in the context of a highly transient workforce. ...<sup>24</sup>*

**[71]** The Board then indicated that departure from the general standard requires a principled reason, and that the Board must be careful not to create, through its decisions, an incentive for employers to attempt to influence a vote by unilaterally transferring employees.<sup>25</sup>

**[72]** In a similar vein, in *Vent Pro* the Board emphasized the need to maintain clear and consistent policies with respect to certification applications:

*[47] In the Board’s view, there is significant value in adopting and maintaining clear and consistent policies with respect to the conduct of the vote. The resulting predictability*

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<sup>23</sup> *Platinum Track Services*, at para 33.

<sup>24</sup> *Platinum Track Services*, at para 35.

<sup>25</sup> *Platinum Track Services*, at para 43.

*assists the parties in planning, resolving disputes, and facilitating the certification process. In certifications, timeliness is of utmost importance to the fulfillment of employees' rights, and is an important guiding principle in the Board's voting policies. As expressed in Atco Structures, it does not advance the Board's objectives to invite litigation on every fact situation that might arise.<sup>26</sup>*

**[73]** The Board is not satisfied that Tron has provided a principled reason justifying departure from the general standard. Given the transient nature of Tron's workforce, departure from it could seriously impair the ability of its tradespeople to have a say in any certification application.

**[74]** Here, no representation vote was required pursuant to s. 6-22(2) because the proposed bargaining unit contained only two employees. Accordingly, the relevant date for ascertaining the eligibility and support of Mr. Zemlak and Mr. Fichel was the date the certification application was filed, December 5, 2022. Both were employed by Tron on that date, and the Board is entitled to consider their support for the bargaining unit as of that date. The Union was not required to establish that they had a "continuing interest" beyond December 5<sup>th</sup>. That said, even if it were, it is undisputed that both Mr. Zemlak and Mr. Fichel remained employed with Tron for over two weeks after December 5<sup>th</sup> and that Tron had and has a practice of recalling former employees for new projects.

**[75]** Taking into account all of the foregoing, the Board concludes that a certification order for the bargaining unit proposed by the Union should issue. The unit shall be described as follows:

*All electrical workers, journeyperson electricians, electrical apprentices, electrical foremen, and electrical general foremen, engaged in the construction industry as defined in section 6-65 of The Saskatchewan Employment Act and employed by Tron Construction & Mining Inc., south of the 51<sup>st</sup> parallel within the boundaries of the Province of Saskatchewan.*

**[76]** This is a unanimous decision of the Board.

**[77]** An appropriate Order will accompany these Reasons for Decision.

**[78]** The Board thanks the parties for their helpful submissions, all of which were reviewed and considered in making a determination in this matter.

**DATED** at Regina, Saskatchewan, this **6th** day of **April, 2023**.

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<sup>26</sup> *Vent Pro*, at para 47.

**LABOUR RELATIONS BOARD**

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Michael J. Morris, K.C.  
Chairperson