Saskatchewan Labour Relations Board

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1400, Applicant v CONFEDERATION INN CORP., Respondent

LRB File No. 045-25; October 10, 2025
Chairperson, Kyle McCreary; Board Members: Lori Sali and Al Parenteau
Citation: *UFCW v Confederation Inn*, 2025 SKLRB 51

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For the Respondent, Confederation Inn Corp.:	Arifur Rahman

Successorship – Board applies test and finds test is met – Employer objections based on prematurity and jurisdiction dismissed.

REASONS FOR DECISION

Background:

[1] Kyle McCreary, Chairperson: United Food and Commercial Workers, Local 1400 ("UFCW") applies to this board pursuant to Section 6-18 of *The Saskatchewan Employment Act*, S.S. 2013, c S-15.1 (the "Act") to have Confederation Inn Corp. declared the successor employer to Ne-Ho Enterprises Ltd., operating under the business name of Confederation Flag Inn. For the reasons that follow, the Board finds Confederation Inn Corp. is a successor to Ne-Ho Enterprises Ltd.

[2] On January 19, 1989, in LRB File No. 229-88, the Board certified UFCW as the bargaining agent for employees with Ne-Ho Enterprises Ltd. o/a Confederation Flag Inn. The Board defined the bargaining unit as:

> *All employees employed by Ne-Ho Enterprises Ltd., operating under the business name of Confederation Flag Inn, located in Saskatoon, Saskatchewan except: The Operations Manager, General Manager, Hotel Accountant, Secretary, Front Desk Manager, Coffee Shop Manager, Bar Manager, Chef, and Sous Chef.*

[3] UFCW entered nine (9) collective bargaining agreements since 1989 with Ne-Ho Enterprises Ltd. and its successors in relation to the Confederation Inn business located at 3330 Fairlight Drive in Saskatoon. On June 2, 2022, UFCW entered a collective bargaining agreement

with 10190588 Sask Ltd. in relation to the business Confederation Inn located at 3330 Fairlight Drive in Saskatoon.

[4] In or about June 2023, UFCW became aware that Confederation Inn Corp. had purchased the Confederation Inn business from 10190588 Sask. Ltd. The corporation at that time was known as Sask Inn & Conference Center Inc. and subsequently changed its name to Confederation Inn Corp.

[5] UFCW has brought this successorship application and an unfair labour practice in LRB File No. 044-25 in response to issues it has had with Confederation Inn Corp since June 2023.

Relevant Statutory Provisions:

[6] The Act deals with successorship in s. 6-18:

> ***Transfer of obligations***
> ***6-18****(1) In this Division, "disposal" means a sale, lease, transfer or other disposition.*
> *(2) Unless the board orders otherwise, if a business or part of a business is disposed of:*
>
> *(a) the person acquiring the business or part of the business is bound by all board orders and all proceedings had and taken before the board before the acquisition; and*
> *(b) the board orders and proceedings mentioned in clause (a) continue as if the business or part of the business had not been disposed of.*
>
> *(3) Without limiting the generality of subsection (2) and unless the board orders otherwise:*
>
> *(a) if before the disposal a union was determined by a board order to be the bargaining agent of any of the employees affected by the disposal, the board order is deemed to apply to the person acquiring the business or part of the business to the same extent as if the order had originally applied to that person; and*
> *(b) if any collective agreement affecting any employees affected by the disposal was in force at the time of the disposal, the terms of that collective agreement are deemed to apply to the person acquiring the business or part of the business to the same extent as if the collective agreement had been signed by that person.*
>
> *(4) On the application of any union, employer or employee directly affected by a disposal, the board may make orders doing any of the following:*
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> *(a) determining whether the disposal or proposed disposal relates to a business or part of a business;*
> *(b) determining whether, on the completion of the disposal of a business or part of the business, the employees constitute one or more units appropriate for collective bargaining;*
> *(c) determining what union, if any, represents the employees in the bargaining unit;*
> *(d) directing that a vote be taken of all employees eligible to vote;*
> *(e) issuing a certification order;*
> *(f) amending, to the extent that the board considers necessary or advisable:*
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> *(i) a certification order or a collective bargaining order; or*
> *(ii) the description of a bargaining unit contained in a collective agreement;*

(g) giving any directions that the board considers necessary or advisable as to the application of a collective agreement affecting the employees in the bargaining unit referred to in the certification order.

(5) Section 6-13 applies, with any necessary modification, to a certification order issued pursuant to clause (4)(e).

[7] Section 6-26 of the Act authorizes either party to give notice of renewal prior to the expiry of a collective bargaining agreement:

Commencing collective bargaining – renewal or revision

6-26*(1) Before the expiry of a collective agreement, either party to the collective agreement may give notice in writing to the other party within the period set out in subsection (2) to negotiate a renewal or revision of the collective agreement or a new collective agreement.*

(2) A written notice pursuant to subsection (1) must be given not less than 60 days nor more than 120 days before the expiry date of the collective agreement.

(3) If a written notice is given pursuant to subsection (1), the parties shall immediately engage in collective bargaining with a view to concluding a renewal or revision of a collective agreement or a new collective agreement.

[8] Collective agreements remain in force after expiry pursuant to s. 6-39:

Period for which collective agreements remain in force

6-39*(1) Except as provided in this Subdivision, every collective agreement remains in force:*

(a) for the term provided for in the collective agreement; and
(b) after the expiry of the term mentioned in clause (a), from year to year.

(2) Subject to subsection (3) and section 6-40, a collective agreement is deemed to have a term of one year after the date on which it becomes effective if the collective agreement:

(a) does not provide for a term;
(b) provides for an unspecified term; or
(c) provides for a term of less than one year.

(3) The term of a collective agreement concluded pursuant to section 6-25 is:

(a) two years after the date on which it becomes effective; or
(b) any longer term that the parties agree on.

[9] The jurisdiction of an arbitrator is pursuant to ss. 6-45 and 6-49:

Arbitration to settle disputes

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.

(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.

(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.

…

Rules of arbitration

6-49*(1) Subsections (2) to (4) apply to all arbitrations required to be conducted in accordance with sections 6-45 to 6-48.*

(2) The finding of an arbitrator or arbitration board:

(a) is final and conclusive;

(b) is binding on the parties with respect to all matters within the legislative jurisdiction of Saskatchewan; and

(c) is enforceable in the same manner as a board order made pursuant to this Part.

(3) An arbitrator or an arbitration board may:

(a) exercise the powers that are vested in the Court of King's Bench for the trial of civil actions:

(i) to summon and enforce the attendance of witnesses;

(ii) to compel witnesses to give evidence on oath or otherwise; and

(iii) to compel witnesses to produce documents or things;

(b) administer oaths and affirmations;

(c) receive and accept any evidence and information on oath, affirmation, affidavit or otherwise that the arbitrator or arbitration board considers appropriate, whether admissible in a court of law or not;

(d) enter any premises where work is being done or has been done by the employees or in which the employer carries on business, or where anything is taking place or has taken place concerning any disputes submitted to the arbitrator or arbitration board and:

(i) inspect and view any work, material, machinery, appliance or article in that place; and

(ii) question any person respecting any thing or any matter;

(e) authorize any person to do anything that the arbitrator or arbitration board may do pursuant to clause (d) and report to the arbitrator or arbitration board on anything done;

(f) relieve, on terms that in the arbitrator's or arbitration board's opinion are just and reasonable, against breaches of time limits set out in the collective agreement with respect to a grievance procedure or an arbitration procedure;

(g) dismiss or reject an application or grievance or refuse to settle a dispute if, in the opinion of the arbitrator or arbitration board:

(i) there has been unreasonable delay by the person bringing the application or grievance or requesting the settlement; and

(ii) the delay has operated to the prejudice or detriment of the other party; and

(h) encourage settlement of the dispute and, with the agreement of the parties, may use mediation or other procedures to encourage settlement at any time during the arbitration.

> *(4) An arbitrator or arbitration board may substitute any other penalty for the termination or discipline of an employee that the arbitrator or arbitration board considers just and reasonable in the circumstances if:*
>
> *(a) the arbitrator or arbitration board determines that an employee has been terminated or otherwise disciplined by an employer; and*
>
> *(b) the collective agreement governing in whole or in part the employment of the employee by the employer does not contain a specific penalty for the infraction that is the subject-matter of the arbitration.*

[10] The Board has authority to determine this matter on the basis of written submissions pursuant to clauses 6-111(1)(e) and (q):

> ***6-111****(1) With respect to any matter before it, the board has the power:*
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> *. . .*
>
> *(e) to receive and accept any evidence and information on oath, affirmation, affidavit or otherwise that the board considers appropriate, whether admissible in a court of law or not;*
>
> *. . .*
>
> *(q) to decide any matter before it without holding an oral hearing;*

Analysis and Decision:

Should this Matter be Determined Without an Oral Hearing?

[11] The Board has the power to determine any matter without an oral hearing pursuant to s. 6-111(1)(q). The Board has discussed its approach to determining matters on written submissions in several cases, including: *SEIU-West v City Centre Bingo*, 2025 SKLRB 39 (CanLII); *Scheller v UFCW, 1400*, 2025 SKLRB 27 (CanLII); *Stephen-McIntosh v SEIU-West*, 2025 SKLRB 2 (CanLII). As discussed in these decisions, the Board can determine a matter on a written record where it is procedurally fair to do so and the Board has sufficient information to render a decision.

[12] The parties were given notice that this matter may be determined on the basis of written submissions and provided with written timelines. Due to a related hearing moving to an oral hearing, the Board set new timelines for submissions to ensure that parties had an opportunity to file argument and any further evidence. UFCW filed materials, Confederation Inn Corp. did not file materials.

[13] The Board finds that parties had notice of the procedure to be followed and notice of the case to meet and an opportunity to meet it. Confederation Inn Corp.'s failure to file materials does

not mean that they did not have an opportunity to meet the case. Confederation Inn Corp. had clear notice of the timelines from an oral order at appearance day and a written notice from the Board. Confederation Inn Corp. received copies of the materials UFCW filed with the Board. The Board finds it is procedurally fair to proceed given the notice and information provided to Confederation Inn Corp.

[14] In addition to UFCW's application and Confederation Inn Corp.'s reply, the Board has received submissions from UFCW including an affidavit of Lucy Figueiredo. The Board has reviewed this information and it discloses sufficient information for the Board to determine the successorship application.

Should Confederation Inn Corp. be found to be a successor employer?

[15] UFCW bears the onus on this successorship application under s. 6-18. UFCW must establish on a balance of probabilities that Confederation Inn Corp. acquired or received a business that was subject to a certification order and that the business was acquired as a going concern.

[16] The Board applies a multi-factor approach to determine whether there has been a continuation of a whole or a part of a business after a sale. This was discussed in *Applicant v. Charnjit Singh and 1492559 Alberta Inc*, 2013 CanLII 3584 (SK LRB) at para 45:

> [45] Numerous successorship cases have demonstrated a number of factors that have been considered by various labour boards to help in making this determination, including: the presence of any legal or familial relationship between the predecessor and the new owner; the acquisition by the new owner of managerial knowledge and expertise through the transaction; the transfer of equipment, inventory, accounts receivable, customer lists and existing contracts; the transfer of goodwill, logos and trademarks; and the imposition of covenants not to compete or to maintain the good name of the business until closing. While the presence of any of these factors can be indicative of successorship, their absence is often considered inconclusive. Labour boards have also considered factors such as the perception of continuity of an enterprise; whether or not the employees have continued to work for the purchaser; whether or not these employees are performing the same work; and whether or not the previous management structure has been maintained or if there has been a commonality of directors and other officers. If the work performed by the employees after the transfer is substantially similar to the work performed prior to the transfer, an inference of continuity can be drawn. Similarly, Labour boards have also considered whether or not there has been a hiatus in production or a shutdown of operations. Depending upon the industry, the longer a property lays dormant, the more difficult it is to draw an inference of continuity. Of course, this list is not exhaustive of the factors that may be considered, and, depending upon the situation, certain factors will be given more import than others. This concept was stated by the Board in Versa Services Ltd. v. C.U.P.E., supra, as follows:

> *No list of significance, however, could ever be complete; the number of variables with potential relevance is endless. It is of utmost importance to emphasize, however, that none of these possible considerations enjoys an independent life of its own; none will necessarily decide the matter. Each carries significance only to the extent that it aids the Board in deciding whether the nature of the business after the transfer is the same as it was before, i.e. whether there has been a continuation of the business.*

[17] The Board finds that there has been a sale or disposal of the business to Confederation Inn Corp. and that business has continued since the Board's certification order in 1989, thus was acquired as a going concern. The business is a hotel at a fixed location and has operated under the name of either Confederation Flag Inn or Confederation Inn. UFCW has negotiated 9 agreements with this business under various owners. The Board would have preferred evidence of the complete line of transfers, however, the Boards finds that while the entire chain of ownership has not been established, the continuous bargaining relationship establishes that each owner accepted that they were a successor by operation of law. Further, the continuous bargaining relationship supports the Board finding that the business has operated without significant interruption and the employer has filed no evidence to support that the business was not a going concern.

[18] The immediately prior owner, 10190588 Sask. Ltd. bargained a collective bargaining agreement under the certification order, and that collective bargaining agreement and certification order transfer to Confederation Inn Corp. with the acquisition of the business.

[19] The Board finds the bargaining unit as defined in the collective bargaining agreement with 10190588 Sask. Ltd. is an appropriate bargaining unit. In *Canadian Union of Public Employees v Phoenix Residential Society*, 2023 CanLII 72599 (SK LRB), the Board commented on the factors considered in determining an appropriate unit:

> *[44] The Union bears the onus on this application. It must establish on the civil standard of proof (more likely than not) that its proposed bargaining unit is appropriate.*
>
> *[45] The Union is not required to establish that its proposed bargaining unit is the most appropriate bargaining unit for engaging in collective bargaining with the Employer. However, it must establish that it is an appropriate unit for such purposes.[16]*
>
> *[46] The Board has a general preference for larger, broadly-based units in workplaces 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.[17] However, the size of a unit is only one factor amongst many that the Board may consider when determining whether it is appropriate. Others include 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.[18]*
>
> *[47] In considering whether a proposed unit is appropriate, the Board is mindful of s. 6-4 of the Act, which acknowledges employees' rights to engage in collective bargaining through a union of their own choosing. It is also mindful of employees' rights under s. 2(d) of the Charter to engage in meaningful collective bargaining.[19] A proposed unit that will not permit employees to engage in meaningful collective bargaining will not be appropriate.*

[20] The Board finds that UFCW has met its onus. The bargaining unit is sufficiently large to be viable for collective bargaining and has a sufficient community of interest, as demonstrated by the years of bargaining. There is no evidence to suggest there are issues of industrial instability related to the proposed unit. The bargaining unit may have a negative impact on Confederation Inn Corp.'s operations as UFCW disputes the employer's interpretation of the scope of the unit, but this issue is easily outweighed by the other factors and promoting the freedom of association of the employees.

[21] Further, in its reply to UFCW's application, Confederation Inn Corp. admits that it has inherited the collective bargaining agreement with UFCW. The Board finds this admission to be corroborative of the finding that Confederation Inn Corp. is a successor employer.

[22] In the reply, Confederation Inn Corp. opposes the application on the basis of jurisdiction and prematurity. The jurisdictional argument lacks merit as the Board has concurrent jurisdiction with labour arbitrators in relation to certain issues under the collective bargaining agreement: *CUPE v Esterhazy*, 2025 SKLRB 43 (CanLII); *UFCW, Local 1400 v Affinity Credit Union*, 2025 SKLRB 3 (CanLII). The Board arguably has exclusive jurisdiction as it relates to Part VI of the Act: *Saskatchewan Crop Insurance Corporation v. Saskatchewan Government and General Employees' Union*, 2017 CanLII 68785 (SK LRB) at para 31.

[23] As Confederation Inn Corp. did not file further submissions, the Board lacks clarity on the jurisdictional objection, however, considering the essential nature of the dispute on this successorship relating to the recognition of bargaining rights, this matter is within the Board's jurisdiction under Part VI of the Act and the jurisdictional objection is dismissed.

[24] The prematurity argument appears to relate to a claim that UFCW must proceed through arbitration before proceeding to the Board. An arbitrator is not empowered under ss. 6-45 to s. 6-49 to resolve applications under s. 6-18. A potential grievance has no bearing on whether the Board should consider this. As it relates to the preconditions for successorship, the Board also

finds this application is not premature. The business was acquired by Confederation Inn Corp. in 2023, the successorship operated by law on that transaction. It is not premature for the Board to determine this successorship application given the previous certification order and the transfer of the business. The prematurity objection is dismissed.

[25] Some of Confederation Inn Corp. references to the expiry of the collective bargaining agreement in its reply and on the appearance day give the Board pause. The Board would note that if UFCW gives notice under s. 6-26, the employer has a duty to negotiate a renewal in good faith, and that pursuant to s. 6-39, the expired collective bargaining agreement remains in force. Confederation Inn Corp. does not have the option of simply running out the clock on the agreement, the Employer must abide by the terms of this agreement until it is replaced through collective bargaining.

[26] As a result, with these Reasons, an Order will issue that the Application for Successorship in LRB File No. 045-25 is granted and United Food and Commercial Workers, Local 1400 is certified as the bargaining agent with Confederation Inn Corp.

[27] The bargaining unit shall be as reflected in the collective bargaining agreement and the draft order filed with the Board.

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

DATED at Regina, Saskatchewan, this **10th** day of **October, 2025.**

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson