

**SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, Applicant v
CARLTON TRAIL COMMUNITY COLLEGE, Respondent**

LRB File No. 237-24; November 25, 2025

Vice-Chairperson, Carol L. Kraft; Board Members: Linda Dennis and Chris Boychuk
Citation: *SGEU v Carlton Trail*, 2025 SKLRB 54

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General Employees' Union:

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Unfair Labour Practice Application – Duty to bargain in good faith – Clause 6-62(1)(d) of The Saskatchewan Employment Act – Employer reassigned ABE Credit duties central to an unresolved scope dispute to a provisionally excluded position without notice or consultation – Union agreed to exclude SSE Manager based on representations that did not include ABE Credit responsibilities – Employer's failure to disclose reassignment breached duty to bargain in good faith.

Clause 6-62(1)(d) – Board finds a breach of the duty to bargain in good faith – Employer reassigned duties central to an unresolved scope dispute without notice or consultation. No breach found under clauses 6-62(1)(a), (b), or (g) – No evidence of anti-union animus, coercion, or discrimination – Allegations properly addressed under clause 6-62(1)(d).

Remedy – Board grants declaration of unfair labour practice – Cease and desist order issued – Employer directed to notify and consult Union before reassigning duties subject to scope dispute – Order to post Reasons in workplace – No further relief granted.

REASONS FOR DECISION

Background:

[1] Carol L. Kraft, Vice-Chairperson: This matter arises from an Unfair Labour Practice Application filed by the Saskatchewan Government and General Employees' Union ("SGEU" or the "Union") against Carlton Trail Community College ("Carlton" or the "Employer" or the "College"), alleging violations of *The Saskatchewan Employment Act*, S.S. 2013, c S-15.1 (the "Act") in relation to the Carlton's organizational restructuring and the reassignment of duties previously performed by an in-scope employee.

[2] SGEU is the certified bargaining agent for in-scope employees at Carlton pursuant to a certification order issued in 1985. The parties are governed by a collective bargaining agreement effective September 1, 2022 to August 31, 2025.

[3] In April 2024, Carlton initiated an organizational restructuring to support several new institutional initiatives, including expanded programming, international student recruitment, and administrative modernization. As part of this restructuring, Carlton proposed the creation of seven, but ultimately six new out-of-scope managerial positions. The Union was notified of these proposed changes on April 9, 2024, and the parties subsequently engaged in correspondence and limited discussion regarding the scope status of the new roles.

[4] On June 5 and 6, 2024, the parties signed a Letter of Understanding (“LOU”) in which they agreed to exclude four of the six proposed positions from the bargaining unit: two on a permanent basis and two, the Workforce Development Manager and the Student Supports and Engagement Manager (“SSE” Manager), on a provisional basis for one year.

[5] The remaining two positions, the Strategic Enrolment and Foundational Learning Manager (“SEFL” Manager) and the Post-Secondary Programs Manager (“PSP” Manager), remained in dispute. Carlton filed an application with the Saskatchewan Labour Relations Board to amend the certification order to exclude those two positions (LRB File No. 117-24), along with an application for interim relief (LRB File No. 118-24).

[6] On July 10, 2024, the Board issued an Interim Order in LRB File No. 118-24 granting the exclusion of the PSP Manager on an interim basis but dismissing the application to exclude the SEFL Manager. Following this, Carlton reassigned certain duties, specifically, responsibilities related to Adult Basic Education (“ABE”) credit programming that had previously been performed by the in-scope ABE Program Coordinator to the SSE Manager, a position that had been excluded provisionally under the LOU.

[7] The Union alleges that this reassignment was done unilaterally, without notice or negotiation, and in a manner that circumvented the Board’s Interim Order. The Union further asserts that the Employer failed to meet its disclosure obligations during the negotiation of the LOU and that the reassignment undermined the Union’s role as bargaining agent.

[8] The Employer denies all allegations, asserting that the reassignment was temporary, operationally necessary, and within its management rights. It argues that the Union was

adequately informed of the restructuring and that the duties reassigned represent a small portion of the SSE Manager's role.

[9] The Employer also contends that the Union's application is untimely; that the Board lacks jurisdiction; and, in the alternative, asks the Board to defer the matter to arbitration, where a grievance concerning the reassignment of duties has already been filed and referred.

The Evidence:

Union's Witnesses

Kathy Mahussier

[10] Kathy Mahussier, a Labour Relations Officer testified on behalf of the Union. Ms. Mahussier has been employed with SGEU since 2010 and currently serves as a Labour Relations Officer. Her responsibilities include collective bargaining, grievance handling, scope reviews, and member services. She was the lead negotiator for SGEU during the regional colleges' bargaining process and was directly involved in the scope review concerning Carlton's proposed out-of-scope positions.

[11] Ms. Mahussier testified that she first became aware of Carlton's proposed organizational restructuring on April 9, 2024, when she received an email from Bailey Williams, Carlton's HR Director, outlining seven proposed out-of-scope positions and attaching job descriptions and a draft organizational chart. Ms. Mahussier expressed immediate concern about the scale of the proposed exclusions, noting that the addition of seven out-of-scope positions would nearly double Carlton's existing complement, which she described as "very unusual" for a small institution.

[12] Following the initial notification, Ms. Mahussier requested further information on April 24, 2024, including updated organizational charts with names and FTEs, and clarification on whether any in-scope positions would be affected. She testified that Carlton responded with additional documents but did not provide updated job descriptions for the SEFL Manager or the Post-Secondary Programs (PSP) Manager prior to the signing of the LOU on June 5 and 6, 2024.

[13] In her testimony, Ms. Mahussier provided detailed insight into the role of Darlene Purshega, who was employed as the ABE Coordinator at Carlton and also served as the bargaining chair for Carlton's local. Ms. Purshega's position was situated within the ABE and Student Services Department prior to the restructuring. Her responsibilities included coordinating both ABE Credit and Non-Credit programming, supervising instructors, and providing day-to-day

support to instructional staff. Ms. Mahussier confirmed that Ms. Purshega was responsible for overseeing the delivery of ABE Credit programs, which included grade 10 and 12 equivalency courses, and that she reported to the ABE and Student Services Director.

[14] Ms. Mahussier testified that Carlton's restructuring plan involved moving Ms. Purshega to the Workforce Development Department, where she would continue coordinating ABE Non-Credit and workforce development programming. However, her ABE Credit responsibilities were reassigned to the SEFL Manager position, which the Union had not agreed to exclude.

[15] The SEFL Manager's job description, as provided to the Union on April 9, 2024, explicitly included responsibility for ABE Credit programming and supervision of ABE Credit instructors. In contrast, the SSE Manager position, also proposed for exclusion, did not include any reference to ABE Credit duties in its job description.

[16] Ms. Mahussier stated that the Union agreed to the permanent exclusion of the IT Manager and HR Generalist, and to the provisional exclusion of the Workforce Development Manager and the SSE Manager, based solely on the April 9 job descriptions provided by the Employer. She emphasized that the Union relied on those descriptions in making its determinations and understood that the SEFL Manager would retain responsibility for ABE Credit programming. She testified that the Union would not have agreed to the provisional exclusion of the SSE Manager had it known that Carlton intended to reassign ABE Credit responsibilities to that position.

[17] On September 27, 2024, Ms. Mahussier learned via an email forwarded by a shop steward that ABE Credit responsibilities had been shifted to Nicole Kinzel, the newly appointed SSE Manager. She testified that this development came as a "great surprise" and was not preceded by any consultation or communication from Carlton. She asserted that Carlton's actions undermined the trust and integrity of the bargaining relationship and constituted a breach of the duty to bargain in good faith. She also noted that the Union filed a grievance on August 23, 2024, regarding the changes to Ms. Purshega's position, which remains unresolved and is proceeding to arbitration.

[18] Ms. Mahussier further testified that the Union's agreement to the LOU was made under significant time pressure. Following a letter from Carlton's legal counsel dated May 23, 2024, which provided the Union with a final opportunity to agree to the exclusions before Carlton would proceed with an application to the Labour Relations Board, the Union responded with a "with prejudice" proposal on May 31, 2024. This proposal accepted the exclusion of four positions, two

permanently and two provisionally, while leaving the SEFL and PSP Manager positions in dispute. The Union understood that the Employer would proceed with a Board application to resolve the remaining scope issues. Ms. Mahussier emphasized that the Union's agreement was based entirely on the April 9 job descriptions and that no updated or amended descriptions were provided prior to the execution of the LOU.

Kevin Glass

[19] Mr. Glass joined SGEU in October 2022 and was assigned to Carlton in 2023. He worked jointly with Ms. Mahussier on the scope file and was copied on all correspondence related to the proposed exclusions. He testified that the Union first became aware of Carlton's proposed restructuring on April 9, 2024, when Bailey Williams, Carlton's HR Director, sent emails outlining seven proposed out-of-scope positions and attaching job descriptions and organizational charts.

[20] Mr. Glass confirmed that the Union relied exclusively on the April 9 job descriptions in assessing the proposed exclusions. He stated that the SSE Manager position, as described in the April 9 materials, did not include any reference to ABE Credit programming or supervision of ABE Credit instructors. Those duties were instead assigned to the SEFL Manager position, which the Union did not agree to exclude. Mr. Glass emphasized that the Union's agreement to the LOU was based entirely on the April 9 position summaries and that no updated or amended job descriptions were provided prior to the execution of the agreement.

[21] He testified that on May 31, 2024, following a letter from Carlton's legal counsel dated May 23, the Union responded with a "with prejudice" proposal. This proposal accepted the exclusion of four positions, two permanently and two provisionally, while leaving the SEFL and PSP Manager positions in dispute. Mr. Glass stated that the Union understood the Employer would proceed with a Board application to resolve the remaining scope issues. He emphasized that the Union was not informed of any intention to reassign ABE Credit duties to the SSE Manager, and that such a shift would have materially affected the Union's position on the provisional exclusion.

Darlene Purshega

[22] Ms. Purshega has been employed with Carlton since August 2013 and held the position of ABE Coordinator from 2017 until her reassignment in September 2024. She also serves as the Bargaining Chair for Carlton's Local and is actively involved in SGEU's education sector governance.

[23] In her role as ABE Coordinator, Ms. Purshega was responsible for coordinating both ABE Credit and Non-Credit programming. Her duties included scheduling classes, supervising instructors, conducting performance reviews, supporting students, and managing program delivery logistics. She testified that approximately two-thirds of her time was devoted to ABE Credit programming, particularly after Carlton transitioned to a block system that increased the frequency of student intake and associated administrative workload. She also described the unique challenges faced by ABE students, including barriers to education and the need for individualized support, which added to the complexity and time demands of her role.

[24] On July 25, 2024, Ms. Purshega received formal notice from Carlton that her reporting relationship would change effective September 3, 2024. She was reassigned to the Workforce Development Department and informed that she would no longer be responsible for ABE Credit instructors. She testified that she did not apply for this new role and was not given a choice in the reassignment. She described the change as a significant alteration to her position, amounting to a job abolition, and stated that the Union filed a grievance on her behalf alleging violations of the Collective Agreement, including improper reclassification and failure to follow posting procedures.

[25] Ms. Purshega testified that she received an email from Rachel Trann, the ABE and Student Services Director, announcing that ABE Credit responsibilities would be shifting to Nicole Kinzel, the newly appointed SSE Manager. The email, dated September 27, 2024, explained that Carlton's international recruitment efforts, which were intensifying in October, had created additional workload pressures within the Registration Department. As a result, Carlton was "having to do some shifting around," and Ms. Kinzel would assume responsibility for ABE Credit programming.

[26] Ms. Purshega stated that the Union would not have consented to placing the SSE Manager position out of scope on a provisional basis, as negotiated in the LOU, had it known that Carlton intended to shift responsibilities from the disputed SEFL Manager position to one of the positions the Union had agreed to exclude.

[27] She testified that Carlton failed to disclose its intention to reassign ABE Credit duties to the SSE Manager after the position was posted and filled, despite the fact that the LOU specifically addressed the provisional exclusion of that role. She viewed the reassignment as a breach of the Union's agreement and a circumvention of the Board's interim order, which had denied the exclusion of the SEFL Manager.

[28] Ms. Purshega testified that she was told she would be moving to ABE Non-Credit and would no longer be connected to ABE Credit as of July 1, 2024. She stated that she asked for formal written notice and a copy of a job description, which she did not receive at that time. She indicated that while she was told the change was coming, she did not consider it confirmed until further steps were taken. She also testified that she was aware the Union had concerns about the proposed exclusions and that some positions were still subject to bargaining.

[29] She further testified that she was copied on a number of emails between Carlton and the Union throughout April and May 2024, which included organizational charts showing her movement to a new department and the job description for the SEFL Manager role. She confirmed that she received formal notice of her reporting change in June and July 2024, with the change taking effect in September.

[30] Ms. Purshega also testified that she received an email from Rachel Trann on September 27, 2024, announcing that ABE Credit responsibilities would be shifting to Nicole Kinzel, the SSE Manager, beginning in October. She stated that this was the first time she learned that the ABE Credit duties would be reassigned to Ms. Kinzel, and that the Union had not been consulted or informed of this change prior to its implementation.

Employer's Witnesses

Bailey Williams

[31] Ms. Williams has served as Human Resources Director at Carlton since November 2021 and was responsible for leading Carlton's organizational restructuring in April 2024. She testified that the restructuring was undertaken to support new initiatives and operational needs for the 2024–25 academic year, including partnerships, expanded programming, and internal systems development.

[32] Ms. Williams confirmed that Carlton notified the Union of the proposed out-of-scope positions on April 9, 2024, and provided job descriptions and organizational charts. She acknowledged that the SEFL Manager position was intended to include responsibility for ABE Credit programming and supervision of ABE Credit instructors. In contrast, the SSE Manager position did not include those duties in its April 9 job description. Ms. Williams testified that the Union's agreement to the LOU was based on the April 9 position summaries and that no revised job descriptions were provided prior to the execution of the agreement.

[33] Following the Board's interim order in July 2024, which denied the exclusion of the SEFL Manager, Ms. Williams testified that the ABE credit duties were initially retained within the ABE & Student Services portfolio and performed by Rachel Trann, the Director, who had been carrying most of the SEFL Manager responsibilities since the position was not filled. Ms. Williams explained that, as the fall term progressed, Ms. Trann's workload increased significantly due to new initiatives and international recruitment efforts beginning October 1, 2024. To alleviate this pressure, Ms. Trann delegated the ABE Credit responsibilities, including oversight of ABE Credit instructors, to Nicole Kinzel, the newly appointed SSE Manager, on an interim basis.

[34] Ms. Williams emphasized that this reassignment was temporary, pending the Board's determination on the SEFL Manager position. She confirmed that the SSE Manager's original job description did not include ABE Credit programming or supervision of ABE Credit instructors, and acknowledged that Carlton did not inform the Union of this change or provide updated job descriptions before implementing it.

[35] Ms. Williams emphasized that the reassignment was not intended to be permanent and that Carlton continued to await the Board's determination on the SEFL Manager position. She also noted that Nicole Kinzel was already familiar with ABE programming due to her close working relationship with the ABE and Student Advising teams. Despite this familiarity, Ms. Williams acknowledged that Carlton did not inform the Union of the reassignment, nor did it seek the Union's agreement or provide updated job descriptions reflecting the change. She maintained that the reassignment was operationally necessary and denied that it constituted a circumvention of the Board's order.

[36] Ms. Williams testified that prior to sending the April 9, 2024 emails to the Union regarding the proposed out-of-scope positions, she called Ms. Purshega directly to notify her that her position was included in the restructuring. She stated that she wanted to give Ms. Purshega a heads-up as she would be cc'd on the emails in her role as SGEU representative and to make her aware that her position was changing as part of the organizational restructure.

[37] Ms. Williams also testified that Ms. Purshega was provided formal notice of her reporting change in June and July 2024, with the change taking effect on September 3, 2024. The notice confirmed that Ms. Purshega would be reassigned to the Workforce Development Department and would no longer be responsible for ABE Credit instructors.

Rachel Trann

[38] Ms. Trann testified that she has been employed with Carlton since the summer of 2015. She initially held the position of ABE Manager and, around 2017 or 2018, assumed responsibility for the Student Services Department. In 2023, her role expanded to include oversight of Indigenous Initiatives, and in 2024, the Registration Department was added to her portfolio.

[39] Ms. Trann described her current responsibilities as including oversight of ABE, Student Services, Indigenous Initiatives, and Registration. She testified that she had been performing many of the duties associated with the SEFL Manager position, which was proposed for exclusion but not agreed to by the Union and subsequently denied on an interim basis by the Board.

[40] Ms. Trann stated that, beginning in October 2024, she reassigned a portion of the SEFL Manager duties, specifically the ABE Credit programming responsibilities, to Nicole Kinzel, the SSE Manager. She explained that this reassignment was made because her own workload had increased, particularly due to Carlton's international recruitment efforts and the demands of the Registration Department. She testified that she continued to support Ms. Kinzel in the transition and that Ms. Kinzel was familiar with the ABE programming and the Student Advising team.

[41] Ms. Trann confirmed that the reassignment of ABE Credit responsibilities was communicated to instructional staff via an email dated September 27, 2024, with the subject line "ABE Update." In that email, she advised instructors that beginning in October, ABE Credit responsibilities would be shifting to Ms. Kinzel. The email explained that the shift was necessary due to increased workload demands and that Ms. Kinzel would now be the point of contact for ABE Credit inquiries. Ms. Trann noted that she would continue to support Ms. Kinzel in her new responsibilities.

[42] There was no testimony from Ms. Trann indicating that the Union was consulted or advised prior to the reassignment. The email was sent to Carlton staff but not to SGEU. Ms. Trann did not testify to any earlier communications with the Union regarding the change, nor did she indicate that the reassignment was discussed during the negotiation of the LOU.

Nicole Kinzel

[43] Ms. Kinzel testified that she has been employed with Carlton since June 2018. As of September 1, 2024, she assumed the role of SSE Manager, one of the positions subject to provisional exclusion under the LOU between Carlton and SGEU. In her current role, she reports to Rachel Trann, the ABE and Student Services Director.

[44] Ms. Kinzel confirmed that she began performing duties associated with the SSE Manager role at the start of the 2024-25 academic year. She acknowledged that, beginning in October 2024, she became responsible for ABE Credit programming and that all ABE Credit inquiries were directed to her. She testified that this shift in responsibilities was communicated to staff via email from Rachel Trann, which indicated that due to increased workload pressures related to international recruitment and registration, Carlton was “having to do some shifting around,” and that Ms. Kinzel would be assuming responsibility for supporting ABE Credit instructors.

[45] Ms. Kinzel confirmed that she did in fact begin performing those duties and that the reassignment took effect in practice. She did not testify to having been involved in any discussions with the Union regarding the reassignment, nor did she indicate that she had received any updated job description reflecting the change. Her testimony did not address whether she was aware that the duties had previously been performed by an in-scope employee or that the SEFL Manager position, originally designated to oversee ABE Credit programming, was the subject of an unresolved scope dispute.

[46] Ms. Kinzel’s evidence was limited to confirming her role, reporting relationship, and the fact that she began performing ABE Credit duties in October 2024. She did not provide further detail regarding the scope of those duties, the proportion of her time spent on them, or any communications with the Union or management about the change.

Nicola Finnson

[47] Nicola Finnson testified that she is employed by Carlton and has recently begun her nineteenth year with the institution. As of September 3, 2024, she assumed the role of Workforce Development Manager. Prior to this, she held various positions at Carlton including clerical, literacy facilitator, student advisor, and program coordinator. In her current role, she oversees the delivery, creation, monitoring, and evaluation of workforce development programs. She reports to the Business and Skills Training Director, Deanna Gaetz, and supervises two Program Coordinators, Darlene Purshega and Meryl Swinburnson, as well as two Program Delivery Associates and instructors within the workforce development portfolio. She also noted that a third Program Coordinator position in Humboldt was vacant but expected to be filled.

[48] Ms. Finnson described the duties performed by Ms. Purshega since her transition into the workforce development portfolio. These include coordinating programs in both the ABE non-credit stream and contract training stream. She explained that coordination involves engaging with

businesses and communities to ensure programs meet local training needs, arranging facilities and instructors, supporting student recruitment and retention, and overseeing data entry and student records. She confirmed that Ms. Purshega continues to act as the in-scope supervisor of instructors, providing daily support, orientation, and assistance with curriculum, classroom issues, and student concerns.

[49] She provided a detailed account of the programs coordinated by Ms. Purshega during the 2024-2025 academic year, including essential skills training in Punnichy, a trades revitalization project with George Gordon First Nation, life skills and financial literacy courses at various First Nation communities, and a partnership with Punnichy High School involving multiple construction and framing programs. She also coordinated a one-week employability skills training program and additional financial literacy courses funded by Carlton. Ms. Finnson emphasized that the coordination duties are consistent across both ABE non-credit and contract training programs, with the primary difference being the source of funding.

[50] In response to a question about workload, Ms. Finnson testified that in January 2025, she and Ms. Purshega discussed the latter's workload, which included several active or upcoming programs. Ms. Purshega expressed that her workload was heavy and welcomed the reassignment of a Water Waste Water program to another coordinator to allow her to focus on existing responsibilities.

[51] On cross-examination, Ms. Finnson confirmed that her role as Workforce Development Manager does not include responsibility for ABE credit programming. She acknowledged that she is the out-of-scope supervisor for instructors within her portfolio. When asked about an organizational chart dated January 9, 2025, which appeared to show instructors reporting directly to her rather than to the Program Coordinator, she stated that she did not create the chart and could not speak to its accuracy. However, she reiterated that the role of the Program Coordinator includes in-scope supervision and day-to-day support of instructors. No further questions were asked.

Argument on behalf of SGEU:

[52] The Union alleges that Carlton committed multiple unfair labour practices under the Act, specifically violating its duty to bargain in good faith, failing to meet disclosure obligations, and circumventing a Board Interim Order. The Union relies on the following sections of the Act: 6-1(1)(3), 6-1(1)(e)(iv), 6-7, 6-62(1)(d), 6-62(1)(g), 6-62(1)(r), 6-103, 6-103(2)(c).

Key arguments include:

Failure to Bargain in Good Faith:

- The Employer unilaterally reassigned ABE credit responsibilities from the in-scope ABE Program Coordinator (Darlene Purshega) to the out-of-scope SSE Manager without notice or negotiation.
- This reassignment occurred while the SEFL Manager position, originally proposed to carry those duties, was still subject to a scope dispute before the Board (LRB File 117-24), and after the Board dismissed the Employer's interim application to exclude the SEFL Manager (LRB File 118-24).

Failure to Disclose Material Changes:

- During negotiations leading to the June 6, 2024 LOU the Employer did not disclose its intention to shift ABE credit duties to the SSE Manager.
- SGEU asserts that had it known, it would not have agreed to the provisional exclusion of the SSE Manager.

Circumvention of Board Order:

- By transferring duties from the SEFL Manager to the SSE Manager, the Employer effectively bypassed the Board's Interim Order, which had denied interim exclusion of the SEFL Manager.

Impact on Union Representation:

- The Employer's actions undermined SGEU's credibility and effectiveness as a bargaining agent, eroding trust and damaging labour relations.

Remedies Sought:

- Declaration of unfair labour practice.
- Cease and desist order.
- Restoration of ABE credit duties to the in-scope bargaining unit.
- Prohibition on out-of-scope managers performing ABE credit duties until the Board determines the scope dispute.
- Order requiring the Employer to bargain in good faith.
- Posting of the Board's decision in the workplace.

Argument on behalf of Carlton Trail College:

[53] Carlton Trail College denies all allegations and raises several procedural and substantive defenses:

Timeliness:

- The ULP Application was filed on December 5, 2024, but many of the alleged actions occurred before September 6, 2024, exceeding the 90-day limitation period under s. 6-111(3) of the Act.
- The Employer argues that prejudice is presumed in late filings and no countervailing justification was provided.

Jurisdiction and Deferral to Arbitration:

- The Employer argues that the dispute centers on whether certain duties constitute “bargaining unit work,” which is a matter for grievance arbitration under the collective agreement, not the Board.
- The Union has already filed a grievance regarding changes to Ms. Purshega’s duties, which remains unresolved and has been referred to arbitration.
- The Employer asserts that the ULP application raises the same dispute as the grievance and that proceeding with both risks duplication and parallel findings.
- In the alternative, the Employer requests that the Board defer the matter to arbitration, citing the UFCW Local 1400 test and asserting that the essential nature of the dispute falls within the scope of the collective agreement.

Good Faith Bargaining:

- The Employer provided position descriptions and organizational charts to the Union starting April 9, 2024.
- Multiple offers to meet were made; the Union declined or failed to respond with alternative dates.
- The parties successfully negotiated a LOU excluding four positions, including the SSE Manager, on a provisional basis.

Management Rights and Operational Necessity:

- The Employer acted within its management rights to restructure operations and reassign duties.

- The reassignment of ABE Credit duties to the SSE Manager was temporary, operationally necessary, and due to workload pressures on the Director.
- The duties represent only 10–15% of the SSE Manager's role and were previously performed by out-of-scope management.
- The Employer maintains that the reassignment did not constitute a filling of the SEFL Manager position and was not sufficient to trigger a scope determination. Employer acted within its management rights to restructure operations and reassign duties.

No Violation of Board Order or Discrimination:

- The Employer did not fill the SEFL Manager position but reassigned limited duties temporarily.
- No coercion, intimidation, or discrimination occurred.
- The Employer did not breach the Interim Order or the Collective Agreement. The Employer submits that it had no obligation to disclose the interim reassignment, particularly given the Union's prior awareness of the restructuring and its decision not to engage further.

Remedy Sought:

- Dismissal of the ULP Application in its entirety.
- Alternatively, deferral to arbitration.

Relevant Statutory Provisions:

[54] Relevant statutory provisions are as follows:

Interpretation of Part

6-1(1) In this Part:

...
(e) "collective bargaining" means:

...
and (iv) negotiating from time to time the settlement of disputes and grievances of employees covered by a collective agreement or represented by a union;

...
(3) Subject to the regulations made pursuant to this Part, every provision of this Part conferring or imposing a right, duty or obligation on an employer applies, with any necessary modification, to the following persons:

(a) a representative employers' organization determined in accordance with Division 13;

(b) a designated employers' organization determined in accordance with Division 14.

Good faith bargaining

6-7 Every union and employer shall, in good faith, engage in collective bargaining in the time and in the manner required pursuant to this Part or by an order of the board.

Unfair labour practices – employers

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:

...
(d) to fail or refuse to engage in collective bargaining with representatives of a union representing the employees in a bargaining unit whether or not those representatives are the employees of the employer;

...
(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;

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

General powers and duties of board

6-103(1) Subject to subsection 6-97(3), the board may exercise those powers that are conferred and shall perform those duties that are imposed on it by this Act or that are incidental to the attainment of the purposes of this Act.

(2) Without limiting the generality of subsection (1), the board may do all or any of the following:

(a) conduct any investigation, inquiry or hearing that the board considers appropriate;

(b) make orders requiring compliance with:

(i) this Part;

(ii) any regulations made pursuant to this Part; or

(iii) any board decision respecting any matter before the board;

(c) make any orders that are ancillary to the relief requested if the board considers that the orders are necessary or appropriate to attain the purposes of this Act;

(d) make an interim order or decision pending the making of a final order or decision.

Preliminary Observations on the Process:

[55] The Board notes that a substantial portion of the documentary evidence in this matter, particularly the email correspondence exchanged between the parties, was not in dispute. The authenticity, dates, recipients, and content of these communications were consistently acknowledged by both parties throughout the hearing.

[56] Despite this, a significant amount of hearing time was spent introducing these documents through multiple witnesses, often more than once. This process consumed valuable time and resources, including the time of the Board, counsel, and witnesses, without advancing the resolution of any contested issue.

[57] Hearings before the Board are intended to address matters in dispute. Where documents are not contested, it behooves the parties to cooperate in preparing an Agreed Book of Documents, an Agreed Statement of Facts, or both. Doing so promotes procedural efficiency, reduces unnecessary duplication, and allows the Board to focus its attention on the substantive issues requiring adjudication.

[58] The Board encourages parties appearing before it to exercise their best efforts to come fully prepared, including by identifying and agreeing upon facts and documents that are not in dispute. This expectation is consistent with the Board's role in promoting fair, efficient, and focused proceedings.

Issues:

[59] The Union's Unfair Labour Practice application raises both procedural and substantive concerns under the Act. Based on the pleadings, evidence, and submissions, the Board has identified the following issues for determination:

- I. Is the Union's Unfair Labour Practice application barred by the 90-day limitation period under section 6-111(3) of the Act?
- II. Does the Board have jurisdiction to hear the Union's application, or is the dispute more appropriately addressed through the grievance and arbitration process under the collective agreement?
- III. Should the Board defer the matter to arbitration in the alternative, pursuant to its discretionary authority?

- IV. Did the Employer breach its duty to bargain in good faith under section 6-62(1)(d) by failing to disclose material changes during scope negotiations and by unilaterally reassigning duties central to an unresolved scope dispute?
- V. Did the Employer circumvent the Board's Interim Order in LRB File No. 118-24 by reassigning duties associated with the SEFL Manager position to the Student Supports and Engagement Manager?
- VI. What, if any, remedies are appropriate under the Act?

Analysis:

[60] The facts in this matter are largely not in dispute. The central issue arises from how each party characterizes and interprets those facts in relation to their respective rights and obligations under the *Act*.

[61] At the heart of the Union's complaint is a single, fundamental factual premise: prior to the Employer's organizational restructuring in 2024, one in-scope employee, Darlene Purshega, performed duties related to ABE credit programming, including supervision of instructors, conducting performance reviews, and being listed on letters of offer in a supervisory capacity.

[62] The Union asserts that the duties performed by Ms. Purshega in her role as Program Coordinator, ABE, substantially overlapped with those described in the SEFL Manager Position Summary later proposed by the Employer.

[63] When the Employer's interim application to exclude the SEFL Manager position from the bargaining unit was dismissed by the Board, the Union expected that the disputed duties would remain unassigned or subject to further determination. Instead, the Employer reassigned those same ABE Credit programming duties to the newly created SSE Manager position.

[64] The Union's concern is rooted in the fact that, on April 9, 2024, the Employer provided SGEU with a Position Summary for the SSE Manager role that did not include any responsibilities for ABE Credit programming or supervision of ABE Credit instructors. Based on that representation, the Union agreed to exclude the SSE Manager position from the bargaining unit on a provisional basis. The subsequent reassignment of ABE Credit duties to that position, following the Board's dismissal of the SEFL Manager interim exclusion, is characterized by the

Union as a circumvention of the Board's Order and a breach of the Employer's duty to bargain in good faith.

[65] The Union argues that had it known, at the time of negotiating the LOU, that the Employer intended to reassign ABE Credit responsibilities to the SSE Manager, it would not have agreed to the provisional exclusion of that position. In the Union's view, the Employer's failure to disclose this intention deprived it of a meaningful opportunity to assess the scope implications and undermined the integrity of the bargaining process.

[66] This interpretation forms the basis of the Union's allegations of unfair labour practices, including failure to bargain, failure to disclose material changes, and undermining the scope and integrity of the bargaining unit.

I. Is the Union's Unfair Labour Practice application barred by the 90-day limitation period under section 6-111(3) of the Act?

[67] Before addressing the substantive allegations raised by the Union, the Board must first consider the Employer's objection that the Union's application is statute-barred under section 6-111(3) of the Act.

[68] The Union filed its Unfair Labour Practice (ULP) application on December 5, 2024. Accordingly, the Board must determine whether the Union knew or ought to have known of the relevant actions or circumstances prior to September 6, 2024.

[69] The Board has reviewed the relevant chronology and finds the timeline of events to be as follows:

- On April 9, 2024, the Employer provided the Union with position summaries for the proposed out-of-scope positions, including the SSE Manager, which did not include ABE Credit duties.
- On June 5-6, 2024, the parties signed a LOU provisionally excluding the SSE Manager.
- On July 10, 2024, the Board issued its Interim Order dismissing the Employer's application to exclude the SEFL Manager.
- On July 25, 2024, the Employer formally advised Ms. Purshega that she would no longer be responsible for ABE Credit programming.
- On August 14, 2024, the Employer announced the appointment of Nicole Kinzel to the SSE Manager position, effective September 1, 2024.

- On August 23, 2024, the Union filed a grievance alleging that the changes to Ms. Purshega's role constituted a job abolishment.
- On September 27, 2024, the Employer issued an internal email announcing that ABE Credit responsibilities would be reassigned to Nicole Kinzel, the SSE Manager, effective October 2024. The Union received this information indirectly, via a forwarded email from a shop steward.

[70] The Employer argues that the Union was aware of the reassignment of duties prior to September 6, 2024, and that the September 27 email merely confirmed publicly what the Union already knew. It submits that the application is therefore out of time under section 6-111(3) of the Act.

[71] The Union's position is that the September 27 email was the first time it learned that ABE Credit programming duties had been reassigned to the SSE Manager. This assertion is supported by the testimony of Kathy Mahussier and Darlene Purshega, both of whom stated that the Union had not been consulted or informed prior to receiving the email. Rachel Trann, who authored the email, confirmed that it was sent to instructional staff and not to the Union. Neither Bailey Williams nor Nicole Kinzel testified to any prior communication with the Union regarding the reassignment.

[72] The Union's concern is not with the identity of the individual performing the duties, but with the fact that the duties were reassigned to a position the Union had agreed to exclude on a provisional basis, based on a position summary that did not include ABE Credit responsibilities. The Union asserts that had it known the Employer intended to reassign those duties to the SSE Manager, it would not have agreed to the exclusion. The September 27 email revealed new information that had not previously been disclosed and was material to the Union's assessment of the Employer's conduct.

[73] The Board finds that the Union did not know, and could not reasonably have known, the full factual basis for its ULP allegations until September 27, 2024. The application was filed on December 5, 2024, and is therefore within the 90-day limitation period prescribed by section 6-111(3). The Employer's preliminary objection on timeliness is dismissed.

II. Jurisdiction of the Board

[74] The Employer raises a preliminary objection that the Board lacks jurisdiction to hear the Union's Unfair Labour Practice application, arguing that the dispute concerns the reassignment

of duties and interpretation of the collective agreement, and therefore falls outside the Board's statutory mandate.

[75] The Board's jurisdiction to hear unfair labour practice complaints is grounded in section 6-104 of the *Act*, which authorizes the Board to inquire into and determine whether an unfair labour practice has occurred. The relevant prohibitions are set out in section 6-62, including subsection (1)(d), which prohibits an employer from failing or refusing to bargain collectively in good faith.

[76] The test for jurisdiction is not whether the dispute could also be addressed through the grievance procedure, but whether its essential character arises under the *Act* or under the collective agreement. This is a threshold question. If the dispute is fundamentally about the interpretation, application, or alleged breach of the collective agreement, the Board must decline jurisdiction. However, if the dispute involves allegations of conduct that contravenes the *Act*, such as bad faith bargaining, interference with union representation, or circumvention of Board orders, the Board has jurisdiction to proceed: *Public Safety Agency v Fraser*, 2023 CanLII 75460 (SK LRB)

[77] The Union alleges that the Employer reassigned duties previously performed by an in-scope employee to an out-of-scope position, in a manner that circumvented the Board's Interim Order, breached the duty to bargain in good faith, and undermined the integrity of the bargaining unit. While aspects of the dispute overlap with the grievance filed on August 23, 2024, the Union's ULP application raises distinct statutory issues under sections 6-7 and 6-62(1)(d), including failure to disclose material changes during scope negotiations.

[78] These allegations are not purely contractual. They engage the Board's statutory mandate to oversee fair labour practices and enforce its own orders. The Board has consistently held that it retains jurisdiction over such matters, even where there is concurrent jurisdiction with an arbitrator.

[79] The Board finds that it has jurisdiction to hear the Union's unfair labour practice application under the *Act*, including the duty to bargain in good faith and compliance with Board orders. These matters fall squarely within the Board's jurisdiction under section 6-104. The Employer's objection on jurisdictional grounds is therefore dismissed.

III. Should the Board defer the matter to arbitration in the alternative, pursuant to its discretionary authority?

[80] The Employer submits that even if the Board has jurisdiction to hear the Union's Unfair Labour Practice (ULP) application, it should exercise its discretion to defer the matter to the grievance and arbitration process established under the collective agreement. The Employer argues that the essential character of the dispute, reassignment of duties, reporting relationships, and job classification, is contractual in nature and already the subject of a grievance filed on August 23, 2024, which has been referred to arbitration.

[81] The Board acknowledges that it has concurrent jurisdiction with arbitrators in cases where the same facts may give rise to both a grievance and a statutory unfair labour practice. In such circumstances, the Board may defer its proceedings where the dispute is more appropriately resolved through the grievance process. This principle is well established in the Board's jurisprudence: see for example: *UFCW, Local 1400 v Affinity Credit Union*, 2025 SKLRB 3 (CanLII), where the Board reaffirmed that deferral is appropriate where the dispute is essentially contractual and the arbitration process is capable of granting meaningful remedies.

[82] However, the Board has also emphasized that not all disputes are appropriate for deferral, particularly where the allegations engage statutory duties under the Act. This step is informed by the Board's statutory mandate, as affirmed in *Saskatchewan Public Safety Agency v Fraser*, 2023 CanLII 75460 (SK LRB), to supervise collective bargaining relationships and enforce rights under the Act. Allegations that engage the statutory duty to bargain are properly within the Board's jurisdiction. The Board has a supervisory role over the collective bargaining process and must ensure that parties comply with their obligations under the Act.

[83] In this case, the Union argues that deferral is inappropriate because the ULP application raises distinct statutory issues, including bad faith bargaining and failure to disclose material changes during scope negotiations. These issues are not merely contractual; they engage the Board's supervisory role under the Act. An arbitrator does not have jurisdiction to determine whether an unfair labour practice has occurred under section 6-62 of the Act.

[84] The Board accepts that the grievance process is capable of resolving many of the factual and remedial issues raised in the grievance, including whether the Employer's actions constituted a job abolition or violated the collective agreement. However, the ULP application raises statutory allegations that go beyond the scope of the collective agreement. These include:

- Alleged bad faith bargaining;
- Failure to disclose material changes during scope negotiations;
- Circumvention of a Board Order.

[85] These allegations engage the Board's statutory mandate under sections 6-7 and 6-62(1)(d) of the Act. While there may be some contextual overlap with the grievance concerning changes to an in-scope position, the facts underlying the ULP application, particularly the reassignment of ABE Credit duties to the SSE Manager, raise distinct statutory issues. More importantly, the legal character of the dispute includes dimensions that are not within the jurisdiction of an arbitrator, such as the duty to bargain in good faith and the integrity of scope negotiations.

[86] The Board finds that the dispute raises both contractual and statutory issues. While the grievance process may address the contractual aspects, the unfair labour practice allegations fall squarely within the Board's jurisdiction. Deferral would risk undermining the Board's supervisory role in ensuring compliance with the Act.

[87] The Board accepts that there was no evidence the Employer intended, at the time of scope negotiations, to later move ABE Credit duties to the SSE Manager. The decision to reassign those duties from Rachel Trann to the SSE Manager appears to have been driven by operational concerns that arose after the conclusion of those negotiations. However, placing those duties in a position the Employer had represented would not include them undermines the integrity of the bargaining process. Collective bargaining depends on candour and transparency. When circumstances change in a way that alters prior representations, the Employer has a duty to disclose those changes and engage the Union before implementation. Failure to do so deprives the Union of a meaningful opportunity to assess the implications and erodes the trust essential to effective labour relations. This is not a matter that can be remedied through arbitration because it concerns the foundation of the parties' agreement. If employers were permitted to make representations to secure an agreement and later change those facts without consequence, the integrity of collective bargaining would be compromised. Such conduct is incompatible with fostering good labour relations and falls squarely within the Board's statutory mandate to address.

[88] The Board therefore declines to defer the Unfair Labour Practice application to arbitration and will proceed to adjudicate the merits of the complaint.

IV. *Did the Employer breach its duty to bargain in good faith under section 6-62(1)(d) by failing to disclose material changes during scope negotiations and by unilaterally reassigning duties?*

[89] The Union bears the onus to prove the requisite elements of the unfair labour practice on a balance of probabilities. To satisfy that onus, the evidence presented must be “sufficiently clear, convincing, and cogent”: *Zalopski v Canadian Union of Public Employees, Local 21*, 2017 CanLII 68784 (SK LRB) [“*Zalopski*”] at para 43, citing *F.H. v McDougall*, 2008 SCC 53, [2008] 2 SCR 41 at paras 49, 52.

[90] The duty to bargain in good faith under section 6-62(1)(d) of the *Act* extends beyond formal collective agreement negotiations. It encompasses discussions and settlements of disputes, including scope disputes and grievances. In *Moose Jaw Firefighters’ Association No. 553 v City of Moose Jaw*, 2019 CanLII 98484 (SK LRB), the Board confirmed that this duty includes both a subjective obligation to act in good faith and an objective obligation to make reasonable efforts to reach agreement.

[91] The Board cited the Supreme Court of Canada’s decision in *C.A.S.A.W. Local 4 v Royal Oak Mines*, [1996] 1 SCR 369, which emphasized that: “In the context of the duty to bargain in good faith, a commitment is required from each side to honestly strive to find a middle ground between their opposing interests. Both parties must approach the bargaining table with good intentions.”

[92] The Board’s supervisory role is not to assess the substantive merits of proposals, but to ensure that the bargaining process is conducted fairly. As stated in *Moose Jaw Firefighters*, para 52:

The function of this Board is to ensure that the parties engage in a process of collective bargaining; that they agree to meet; that they come to the bargaining table prepared to enter into a collective agreement and/or resolve the issues in dispute... and that they not misrepresent the facts or their proposals to the other party.

[93] In scope disputes, the Board has held that where a union agrees to exclude a position from the bargaining unit based on specific representations made by the employer, the employer is not free to later alter the duties of that position in a way that undermines the basis of the agreement. Such conduct may breach the duty to bargain in good faith, particularly where the employer fails to disclose material changes or unilaterally implements decisions affecting bargaining unit work.

[94] The Board has also recognized a duty of unsolicited disclosure in *Moose Jaw Firefighters*:

[85] *In collective bargaining, the parties are expected to engage in full, rational, and informed discussion about the relevant issues. To promote such discussion, the Board must recognize a duty, in some cases, to provide unsolicited disclosure. An employer is required to disclose decisions already made, or de facto decisions, that may have a major impact on the bargaining unit. As explained in C.E.P., Local 255G v Central Web Offset Ltd., [2008] Alta LRBR 289, at paragraph 139, "[t]o not disclose a management decision with a major impact on the bargaining unit is tantamount to a misrepresentation". [16] In cases involving a duty to provide unsolicited disclosure, timely disclosure is paramount.*

[95] This duty applies both to decisions affecting collective agreement negotiations and to decisions with a major impact on the terms and conditions of employment of bargaining unit members.

[96] In assessing whether the duty to bargain in good faith has been breached, the Board must first determine whether a duty exists in the circumstances. If so, it must then assess whether the employer's conduct meets both the subjective and objective components of the duty. A failure on either count may constitute an unfair labour practice under section 6-62(1)(d).

[97] In this matter, the Board finds that a dispute exists between the Union and the Employer. The Union alleges that the Employer reassigned ABE Credit programming duties to the SSE Manager after the Union had agreed to exclude that position on a provisional basis, based on a job description that did not include those duties. The Union maintains that:

- It agreed to the provisional exclusion of the SSE Manager based on the April 9, 2024 position summary, which did not reference ABE Credit programming or supervision of ABE Credit instructors.
- The Employer subsequently reassigned those duties to the SSE Manager without notice, consultation, or negotiation.
- The Employer was aware that the Union had opposed the exclusion of the SEFL Manager precisely because that position was proposed to carry ABE Credit responsibilities.
- The reassignment impacted the duties of an in-scope employee, Ms. Purshega, and the Union learned of the change only through bargaining unit members, not from the Employer.

[98] These facts support the Union's position that the Employer's conduct created a "moving target" for scope negotiations. The reassignment altered the scope of the SSE Manager's role and undermined the integrity of the LOU. The Union was deprived of a meaningful opportunity to

assess the implications of the exclusion and to respond accordingly. This frustrated its ability to represent its members effectively.

[99] The Board finds that the dispute falls within the definition of “collective bargaining” under section 6-1(1)(e)(iv) of the Act. The reassignment of duties from the in-scope ABE Program Coordinator (Ms. Purshega) to the out-of-scope SSE Manager occurred after the Board dismissed the Employer’s interim application to exclude the SEFL Manager and while the scope status of that position remained unresolved.

[100] The Union reasonably understood that the scope of the SEFL and PSP Manager positions would be determined through the Board’s process. It was never advised that duties from those disputed positions would be reassigned to any of the provisionally excluded roles under the LOU. As noted in paragraph 87, the Board accepts that, at the time of negotiating the LOU, the Employer did not intend to assign ABE Credit responsibilities to the SSE Manager and therefore did not fail to disclose any such plan.

[101] The problem arose later, when the Employer decided to remove ABE Credit duties from the SEFL portfolio and assign them to the SSE Manager without any notice or consultation with the Union. This occurred despite the Employer’s earlier representation that the SSE Manager position would not include those duties. That decision materially altered the scope of a position the Union had agreed to exclude based on specific representations.

[102] The Union’s concerns about the erosion of bargaining unit work, and the ABE credit work in particular, were clearly articulated to the Employer in the Union’s formal submissions, including its Reply to the Employer’s Application to Amend filed June 27, 2024, and the grievance filed August 23, 2024. In its Reply, for example, the Union stated:

The position of Strategic Enrolment & Foundational Learning Manager (SEFL Manager) contains responsibilities and work that is currently being performed by an in-scope member, Darlene Purshega. SGEU is concerned with respect to loss of bargaining unit work, and particularly with respect to the ABE credit work and supervision and associated roles and tasks Darlene Purshega performs in that role... Placing the positions in dispute out of scope contributes to erosion of the classification system (by reducing and/or eliminating higher level duties), which in turn, contributes to the erosion of the viability of SGEU’s bargaining work.

[103] This excerpt underscores that the Employer was fully aware of the Union’s sensitivity to ABE Credit duties when it later reassigned those duties to the SSE Manager without consultation.

[104] Against this backdrop, the Board turns to consider how these circumstances apply to the statutory obligations at issue. The following analysis addresses whether the Employer's conduct, specifically, the reassignment of ABE Credit duties to the SSE Manager without notice or consultation, constitutes a breach of the duty to bargain in good faith under section 6-62(1)(d) of the Act.

V. *Operational Context and Application of Duty to Disclose*

[105] Before determining whether the Employer breached its duty to bargain in good faith, the Board considers the operational context in which the reassignment of ABE Credit programming duties occurred.

[106] The evidence establishes that Rachel Trann, the Director of ABE and Student Services, had been performing many of the duties associated with the SEFL Manager position herself. However, her workload increased significantly due to Carlton's international recruitment efforts and expanded responsibilities within the Registration Department. As a result, she delegated ABE Credit programming responsibilities to Nicole Kinzel, the newly appointed SSE Manager, beginning in October 2024.

[107] Employer witnesses described the reassignment as a temporary, stopgap measure necessitated by operational pressures. The SEFL Manager position remained unfilled, and the Employer was awaiting the Board's final determination in LRB File No. 117-24. The Employer stated that it did not anticipate the timing of that decision and implemented the reassignment in response to immediate operational needs.

[108] The Employer argues that the Union's agreement to exclude the SSE Manager was based on managerial and confidential responsibilities, and that the addition of a small portion of duties previously performed by an in-scope employee does not alter the scope status of the position. While this may be relevant to the Board's final determination on scope, it does not resolve the question of whether the Employer had a duty to disclose the reassignment during scope negotiations.

[109] The Union's objection centers on the lack of disclosure. It agreed to the provisional exclusion of the SSE Manager based on the April 9, 2024 position summary, which did not include ABE Credit programming duties. The Union maintains that had it known the Employer intended to reassign those duties to the SSE Manager, it would not have agreed to exclude the position from scope.

[110] The Board has consistently held that the duty to bargain in good faith includes obligations of honesty, transparency, and disclosure, particularly where an employer seeks to alter the scope of the bargaining unit. In *Moose Jaw Firefighters' Association No. 553 v. City of Moose Jaw*, 2019 CanLII 98484 (SK LRB), the Board emphasized that this duty extends to mid-term bargaining and includes the obligation to disclose decisions that may materially affect the bargaining unit.

[111] Similarly, in *Unifor Local 594 v. Consumer Cooperative Refineries Ltd.*, 2022 CanLII 95885 (SK LRB), the Board held that employers must disclose de facto decisions that have a major impact on the bargaining unit, even if those decisions are not yet finalized. These principles apply with equal force in the context of scope negotiations, where the integrity of the bargaining process depends on transparency and candour.

[112] The Board finds that the core issue is not the volume of duties reassigned, but the change in scope of a position that had already been excluded on a provisional basis. The Employer provided the Union with a position summary for the SSE Manager on April 9, 2024, which did not include responsibility for ABE Credit programming or supervision of ABE Credit instructors. The Union relied on that representation in agreeing to the provisional exclusion of the SSE Manager in the Letter of Understanding signed on June 5 and 6, 2024.

[113] The Board accepts that the Employer did not know at the time of scope negotiations that it would need to reassign ABE Credit duties to the SSE Manager. There is no evidence of intentional withholding of information during the negotiation of the LOU. However, once the reassignment became necessary following the Board's interim decision, the Employer failed to notify or consult the Union before implementing the change. That failure, not any earlier omission, is the conduct that constitutes a breach of the duty to bargain in good faith.

[114] The Board acknowledges the Employer's repeated efforts to schedule meetings with the Union in the lead-up to the execution of the LOU. Employer witnesses testified extensively to the Union's failure to respond to proposed meeting dates. However, the reassignment of duties central to an unresolved scope dispute occurred after the issuance of the Board's Interim Order and was not disclosed to the Union at the time of implementation. The timing and nature of the reassignment, not the parties' prior communications, are determinative of the Board's finding that the Employer failed to meet its disclosure obligations and thereby breached its duty to bargain in good faith.

[115] The duty to bargain in good faith includes a substantive obligation to disclose information that may materially alter the basis of a scope agreement. This obligation exists independently of any other aspects of the parties' interactions. Where an employer possesses information that could materially affect the bargaining unit, particularly in the context of scope exclusions, it must disclose that information in a timely and transparent manner.

[116] In this case, the Employer represented during LOU negotiations that the SSE Manager would not assume ABE Credit duties, and the Union relied on that representation in agreeing to the provisional exclusion. The Employer later disregarded that representation by assigning ABE Credit responsibilities to the SSE Manager. Such conduct undermines the integrity of the bargaining process and is incompatible with the duty to bargain in good faith under s. 6-62(1)(d). When circumstances change in a way that alters prior representations, proactive engagement with the Union is essential to preserving trust and avoiding unnecessary disputes.

[117] In summary, the Board finds that Carlton breached its duty to bargain in good faith under section 6-62(1)(d) of the Act. The Employer reassigned duties central to an unresolved scope dispute, specifically, ABE credit programming responsibilities, to a position that had been excluded from the bargaining unit on a provisional basis, without notice or consultation. This reassignment materially altered the scope of the SSE Manager role and undermined the basis upon which the Union had agreed to its exclusion.

[118] The Employer's conduct suggests a disregard for the representations it made to the Union during scope negotiations, and its failure to disclose the reassignment deprived the Union of a meaningful opportunity to assess the implications of the exclusion and to respond accordingly. While the reassignment may have been operationally motivated and temporary in nature, the Board finds that the Employer's conduct frustrated the Union's ability to represent its members effectively and compromised the integrity of the bargaining process.

[119] The Board also considered the practical impact of these actions on the Union's ability to fulfill its role as bargaining agent, as this context informs the assessment of good faith bargaining. SGEU framed its case under s. 6-62(1)(d), alleging that the Employer breached its duty to bargain in good faith by failing to disclose material changes and by unilaterally reassigning duties central to an unresolved scope dispute. While the Union referenced harm to its credibility and ability to represent members, these impacts were advanced as evidence of bad faith bargaining rather than as a separate ground under s. 6-62(1)(b).

[120] The evidence demonstrates that the Employer's failure to disclose deprived the Union of a meaningful opportunity to assess scope implications, eroded trust in the bargaining relationship, and contributed to a perception that the Union's scope-related agreements could be disregarded. These impacts are relevant to the Board's finding that the Employer failed to bargain in good faith under s. 6-62(1)(d).

[121] While the reassignment may have been operationally motivated and temporary, the lack of transparency and consultation frustrated the Union's ability to represent its members effectively. The Union's credibility was particularly affected in relation to its agreement to exclude the SSE Manager on a provisional basis, an agreement it asserts would not have been made had the reassignment been disclosed.

[122] The Board therefore concludes that the Employer's conduct undermined the integrity of the bargaining process and supports the finding of a breach under s. 6-62(1)(d). The Union's reference to s. 6-62(1)(g) is not engaged; there is no evidence of anti-union animus or coercion.

[123] The Union also cited s. 6-62(1)(r), s. 6-103, and s. 6-103(2)(c) of the Act. These provisions establish general compliance obligations and the Board's remedial authority but do not create independent grounds for an unfair labour practice in the circumstances of this case. The allegations advanced by the Union are properly addressed under s. 6-62(1)(d), which governs the duty to bargain in good faith. Accordingly, the Board makes no separate findings under s. 6-62(1)(r), s. 6-103, or s. 6-103(2)(c).

VI. *Did the Employer circumvent the Board's Interim Order in LRB File No. 118-24 by reassigning duties associated with the SEFL Manager position to the Student Supports and Engagement Manager?*

[124] The Union argues that the Employer's reassignment of ABE Credit duties from the SEFL Manager position, whose interim exclusion was denied, to the SSE Manager, circumvented the Board's Interim Order in LRB File 118-24. It submits that the Interim Order prevented the Employer from filling the SEFL Manager role, and by transferring those same duties to a provisionally excluded position, the Employer achieved indirectly what the Board had refused.

[125] The Union emphasizes that the Employer represented during negotiations and in its interim application that ABE Credit responsibilities were tied to the SEFL Manager role, and the Union relied on those representations when agreeing to exclude the SSE Manager provisionally. The reassignment occurred shortly after the Interim Order and without notice or consultation,

undermining the integrity of the scope determination process and the Letter of Understanding. The Union contends that this was not a minor adjustment but a significant change that removed bargaining unit work and harmed its credibility as a bargaining agent. It argues that circumvention is assessed by effect, not intent, and that the Employer's conduct frustrated the purpose of the Interim Order.

[126] The Employer maintains that the reassignment was temporary and operationally necessary. It did not fill the SEFL Manager position or assign the duties to that role following the Interim Order. Instead, the duties were reassigned to Rachel Trann, and later to Nicole Kinzel, due to workload pressures and Carlton's need to respond to the demands of international student recruitment and registration. The Employer argues that only a small portion (10–15%) of the SSE Manager's duties involve ABE credit programming, and that the reassignment was not intended to circumvent the Board's Order.

[127] The Employer also emphasizes that the SEFL Manager position remains vacant and subject to the Board's final determination in LRB File No. 117-24. The reassignment was described by Employer witnesses as a temporary fix, not a permanent restructuring or reallocation of scope.

[128] In unfair labour practice cases involving circumvention of a Board order the test is generally objective.

[129] The Board accepts that the ABE credit programming duties were previously performed by Ms. Purshega in her in-scope Program Coordinator role, and that the Employer's application to exclude the SEFL Manager, whose position summary included those duties, was denied on an interim basis. The timing of the reassignment, occurring shortly after the Interim Order, and the Union's reliance on the April 9 position summary when agreeing to exclude the SSE Manager, raise legitimate concerns.

[130] However, the Board finds that the evidence does not establish a breach of the Interim Order issued on July 10, 2024. The Employer did not fill the SEFL Manager position or assign the disputed duties to that role. Instead, the duties were reassigned to the SSE Manager, a different position that had been excluded on a provisional basis. While the reassignment raises legitimate concerns, particularly given the timing and the nature of the duties involved, the Board emphasizes that the test is objective. The issue is not whether the Employer intended to circumvent the Interim Order, but whether its conduct had the effect of undermining the scope

determination process. In this case, the reassignment did not constitute a direct breach of the Order, but it did frustrate the Union's ability to rely on the scope process and contributed to a breakdown in the bargaining relationship.

[131] Had the Employer reassigned the ABE credit duties to a position that was not subject to the LOU, no question of circumventing the Interim Order would arise. The concern in this case stems from the fact that the duties were reassigned to a position the Union had agreed to exclude based on specific representations, thereby frustrating the Union's reliance on the scope process.

[132] The Board reiterates that while the Employer's conduct did not constitute a breach of the Interim Order, the reassignment of duties central to a scope dispute, particularly without disclosure or consultation, raises legitimate concerns about the Employer's approach to scope integrity and its obligations under the Act. These concerns have been addressed through the Board's findings on the duty to bargain in good faith.

Remedies and Order:

[133] For the reasons set out above, the following Order will issue:

- a) Carlton Trail Community College committed an unfair labour practice contrary to section 6-62(1)(d) of The Saskatchewan Employment Act by failing to disclose material changes and by reassigning duties central to an unresolved scope dispute without notice or consultation.
- b) The Employer shall cease reassigning duties subject to an unresolved scope dispute to provisionally excluded out-of-scope positions without first notifying and consulting the Union.
- c) The Employer shall post a copy of these Reasons for Decision in a conspicuous location at all Carlton worksites for 30 days.

[134] The Board declines additional remedies but emphasizes the need for transparency and proactive communication to maintain trust. The Employer should keep the Union informed of any future changes affecting scope, particularly while the SEFL Manager's status remains unresolved. Timely disclosure and open dialogue will help prevent further disputes.

[135] The Board also declines remedies such as reinstatement of duties to a specific individual, as these matters are better addressed through grievance arbitration.

[136] The Board thanks the parties for their thorough and helpful submissions, all of which were reviewed and considered in reaching this decision.

[137] Board member, Chris Boychuk, dissents from these Reasons for Decision with written Reason to follow.

DATED at Regina, Saskatchewan, this **25th** day of **November, 2025**.

LABOUR RELATIONS BOARD

Carol L. Kraft
Vice-Chairperson