BIPIN KUMAR BADRI NARAYANAN, Applicant v CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1835, Respondent and UNIVERSITY OF REGINA STUDENTS' UNION Respondent

LRB File No. 204-24; January 30, 2026
Chairperson, Kyle McCreary (sitting alone pursuant to subsection 6-95(3) of *The Saskatchewan Employment Act)*
Citation: *Narayanan v CUPE,* 2026 SKLRB 10

The Applicant, Bipin Kumar Badri Narayanan:	Self-represented
Counsel for the Respondent: Canadian Union of Public Employees, Local 1486:	Dawid M. Werminski
Counsel for the Respondent, University of Regina Students' Union:	Michael S. Scott

Board Procedure – Mootness – Application dismissed as moot because there remains no underlying concrete dispute – No dispute because employer has been dissolved and union as subsequently fully assessed the potential grievances.

REASONS FOR DECISION

Background:

[1] **Kyle McCreary, Chairperson:** Bipin Kumar Badri Narayanan ("the Member") has filed an application pursuant to s. 6-59 of *The Saskatchewan Employment Act*, SS 2013, c S-15.1 ("the Act"), against the Canadian Union of Public Employees, Local 1486 ("the Local") in relation to the termination of his employment with The University of Regina Students' Union ("the Employer").

[2] The Member was employed by the Employer from December 2021 until May 2024 when he was laid off. At the time of his layoff, the Member was the sole employee in the Advocacy department of the Employer.

[3] The Member filed this application on October 31, 2024. The application raises concerns with the Local's representation of the Member's union status, the Member's claim to two weeks pay in addition to notice, the Member being laid off instead of being permitted to bump, and the Member's claim to additional back pay.

[4] The Member and the Local met several times following the filing of this application. The Local has raised concerns that the Member has disclosed the contents of meetings protected by settlement privilege.

[5] On March 21, 2025, the Local was put under administration by the national organization of the Canadian Union of Public Employees ("the National").

[6] In early April 2025, the University of Regina announced that it was terminating a fee agreement with the Employer, which was a primary source of funding for the Employer.

[7] In August 2025, the University of Regina evicted the Employer from campus spaces.

[8] In or about October 2025, the membership of the Employer voted to dissolve the corporation.

[9] There have been mass layoffs at the Employer following the actions of the University of Regina and the dissolution of the Employer.

[10] Once the Local was under administration of the National, Wanda Edwards reviewed the Member's potential grievances as discussed at paras 35-40 of her affidavit:

> *35. Upon my review of Mr. Narayanan's primary complaints against Local 1486 and his former Employer, URSU, I concluded the grievances would likely be unsuccessful if moved forward. As such, I did not file any grievances on Mr. Narayanan's behalf.*
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> *36. With respect to the bumping and seniority issue, I reviewed the collective agreement that Mr. Narayanan was subject to while employed at URSU and concluded that he was not entitled to bump anyone out of their role on the basis of the language contained within the agreement, which is set out below:*
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> > *14.1 Seniority Define:*
> > *Seniority is defined as the length of service in the bargaining unit and shall be a factor in determining preference or priority for promotions, transfers, layoffs and recalls. With respect to remuneration and bumping rights, seniority shall operate on a department wide basis only.*
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> *37. As a result of Mr. Narayana having no bumping rights through the collective agreement, any potential award at an arbitration hearing on this issue would have amounted to nil on the basis that he had no one in his department to bump out of position.*
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> *38. At the time of his layoff, Mr. Narayanan was employed in a 'department of one'. That is, there was no one else employed in the Advocacy department of URSU other than him following the resignation of his director. Given that the language in the CBA only permitted bumping within a department, I was of the view that he had no one to bump out of a job.*
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> *39. With respect to the backpay issue, there was no evidence in possession of Local 1486 that I could rely on that showed a crystallized agreement between Local 1486 and the*

> *Employer agreeing to any changes in Mr. Narayanan's pay. His position was not listed in the Full Time Employee Wage Schedule nor in the Part Time Employees Wage Schedule of the CBA. No agreement had ever been finalized by Local 1486 and the Employer concerning Mr. Narayanan's pay.*
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> *40. It is my understanding now, that the negotiations around his backpay were largely, if not entirely, conducted by Mr. Narayanan with the Employer on his own, with limited, if any, involvement or knowledge of Local 1486. I do not know why this is.*

[11] The Board directed this matter to be heard by written submissions on September 15, 2025.

[12] The Member filed extensive written submissions. Some of which have been objected to by the Local on the basis that they contain information covered by settlement privilege.

[13] The Local filed written argument together with an affidavit from Wanda Edwards, who was President of the Local at the time of the member's termination, but who had no involvement in the preparation or submission of the Local's filing.

[14] The Employer filed written submissions in response to the Board's direction.

[15] In their submissions, the parties raised issues related to the legal status or lack thereof of the Employer and the inactive status of the Local.

[16] The Board requested additional submissions from the parties on the issue of mootness. The Local and the Member filed submissions in response. The Local argued that the matter was moot, the Member argued that the matter was not moot and even if it was, that the Board should exercise its discretion to determine the matter on the merits.

Relevant Statutory Provisions:

[17] Unions are legal persons pursuant to s. 6-3 of the Act:

> ***Capacity of unions***
> ***6-3*** *For the purposes of this Act, every union is deemed to be a person.*

[18] The Member has raised an application pursuant to section 6-58 of the Act:

> ***Internal union affairs***
> ***6-58****(1) Every employee who is a member of a union has a right to the application of the principles of natural justice with respect to all disputes between the employee and the union that is his or her bargaining agent relating to:*
> *(a) matters in the constitution of the union;*
> *(b) the employee's membership in the union; or*
> *(c) the employee's discipline by the union.*

(2) A union shall not expel, suspend or impose a penalty on a member or refuse membership in the union to a person, or impose any penalty or make any special levy on a person as a condition of admission to membership in the union if:

(a) in doing so the union acts in a discriminatory manner; or

(b) the grounds the union proposes to act on are that the member or person has refused or failed to participate in activity prohibited by this Act.

[19] The Member's primary claim is a duty of fair representation under section 6-59 of the Act:

Fair representation

6-59*(1) An employee who is or a former employee who was a member of the union has a right to be fairly represented by the union that is or was the employee's or former employee's bargaining agent with respect to the employee's or former employee's rights pursuant to a collective agreement or this Part.*

(2) Without restricting the generality of subsection (1), a union shall not act in a manner that is arbitrary, discriminatory or in bad faith in considering whether to represent or in representing an employee or former employee.

[20] Clauses 6-111(1)(e), (h), and (q), empower the Board to determine preliminary matters and permit the determination of matters on affidavit and other evidence without an oral hearing:

6-111*(1) With respect to any matter before it, the board has the power:*

. . .

(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;

. . .

(h) to order preliminary hearings or procedures, including pre-hearing settlement conferences;

. . .

(q) to decide any matter before it without holding an oral hearing;

. . .

Analysis and Decision:

[21] The doctrine of mootness permits a decision maker to dismiss a case where there is no live dispute. There must be a tangible and concrete dispute to adjudicate, if the dispute no longer has a practical outcome, the Board has discretion to not consider a case on the merits.

[22] The Supreme Court of Canada set out the test for determining whether to dismiss a case as moot in *Borowski v. Canada (Attorney General)*, 1989 CanLII 123 (SCC), [1989] 1 SCR 342, that is:

1) Has the requisite tangible and concrete dispute disappeared, rendering the issues in dispute academic? and,
2) If so, should the Board nevertheless exercise its discretion to hear the case?

[23] The Saskatchewan Court of Appeal confirmed the Board's authority to dismiss mootness cases in *United Food and Commercial Workers, Local 1400 v Wal-Mart Canada Corp*, 2012 SKCA 131 (CanLII) at paras 71-72:

> *[71] No one would seriously contend that the Board is required to decide a matter which, for whatever reason, has become moot. The Board's role is to decide live disputes, not those of no practical significance or those of a merely hypothetical nature, except perhaps in extraordinary circumstances, which is a matter for the Board in the exercise of its discretion. In The Corporation of the City of Mississauga, [1982] OLRB Rep. March 420, 1982 CanLII 864 (ON LRB) the Board made the comment it would be "difficult to accept that the Legislature ever envisaged that an unfair labour practice, once crystallized, could exist indefinitely in a state of suspended animation and be revived to become a basis for litigation years later" (para. 20).*
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> *[72] Further, labour boards have exercised other common law doctrines such as abandonment (see: United Brotherhood of Carpenters and Joiners of America, Local 1985 v. Graham Construction and Engineering Ltd, supra), and arbitrators in the labour context have been found to have the authority to apply estoppel (see: Nor-Man, supra). By analogy, I can see no basis for concluding, on a proper reading of ss. 5 and 42, that the Board is precluded from acting on the common law doctrine of mootness. The real issue then, is whether the Board's decision to declare this matter moot is a reasonable one.*

Is the case moot?

[24] The Board finds that the case is moot as there is no practical dispute remaining. The Employer no longer has legal status, and the Local is under administration. The parties to the collective bargaining agreement are not longer in a labour relations relationship, and the Local is no longer an active representational entity. There is no labour relations purpose to reviewing the quality of representation provided by an inactive local and there is no party opposite for a potential grievance to be pursued against.

[25] The Member puts heavy emphasis on the need for remedies as justifying why the dispute is not moot. Assuming the Local was arbitrary in its initial failure to properly assess the file, the likely remedy would have been for the Local to reassess the file in a non-arbitrary manner. This was done by the Local after it was put under administration. There is no practical effect to reviewing the Local's initial handling of the file when the file has subsequently been thoroughly reviewed.

[26] The Member additionally argues that the National can be held liable for the actions of the Local. The Member argues that *Theresa Eyndhoven v. Canadian Union of Public Employees*, 2019 CanLII 10594 (SK LRB), and *Gary Makuch v Canadian Union of Public Employees*, 2019 CanLII 86847 (SK LRB), stand for the proposition that the National is liable for the actions of the Local. The Board does not agree with this interpretation. Those cases attached liability to locals related to arbitrary refusals to follow advice of national representatives, that does not equate to the National being liable for the actions of the Local.

[27] A local and a national generally have separate legal personalities. This was discussed by the Supreme Court of Canada in *Fullowka v. Pinkerton's of Canada Ltd.,* 2010 SCC 5 (CanLII), [2010] 1 SCR 132, at para 119:

> *[119] There is no doubt that union locals may have an independent legal status and obligations separate from those of their parent national unions. Whether they do depends on the relevant statutory framework, the union's constitutional documents and the provisions of collective agreements. For example, it has been consistently held that where, as in this case, the local union is a certified bargaining agent, it and not the national union assumes the statutory and contractual duties of a bargaining agent. The reasoning of the Court in International Brotherhood of Teamsters v. Therien, 1960 CanLII 33 (SCC), [1960] S.C.R. 265, is based on the fact that the local union, certified as a bargaining agent, was a legal entity that could be sued because it had statutory powers and responsibilities in relation to collective bargaining: Locke J., at pp. 275-76. In New Brunswick Electric Power Commission v. International Brotherhood of Electrical Workers AFL-CIO-CLC, Local 1733 (1976), 1976 CanLII 1610 (NB CA), 16 N.B.R. (2d) 361 (S.C., App. Div.), the union local was found in contempt of a court order. The court noted at para. 17 that "[i]t is well established that a union certified as a bargaining agent for employees is a legal entity" and that it is "persona juridica and may be punished for contempt . . . and like a corporation may be made liable for the conduct of its officials even where they act in breach of their duty to their superiors".*

[28] The certified bargaining agent in this case is the Local. Pursuant to s. 6-3, every union is deemed to be a legal person. The Board finds that the Local and the National are separate legal persons under the Act and that, absent conduct of representatives of the National that would attract liability, there is no transfer of liability between the Local and the National. There is no basis for finding a live dispute on the basis of arguing that the National is liable for the actions of the Local.

[29] On the s. 6-58 issues related to the Member's status with the Union and the payment of dues, these matters appear to be resolved, and as the Local is no longer active, are moot. The Board views this case as comparable to *Winston Kennedy v Canadian Union of Public Employees, Local 3967*, 2015 CanLII 43765 (SK LRB), where the Board dismissed an application

under the predecessor provision of s. 6-58 as moot because the Member's rights within the union had been restored by the time of the hearing.

Should the Board Exercise its Discretion?

[30] Having found the dispute moot, should the Board exercise its discretion and still determine the application. As noted above, the Board's likely remedy to the potentially flawed initial review has already been completed by the Local. The Board has reviewed the reasoning of the Local to not pursue grievances once the Local was under administration and this reasoning is in compliance with s. 6-59.

[31] The Board finds the Local's assessment of the grievances strengths to be persuasive. The bumping rights clause of the collective agreement appears to only confer departmental seniority, as there were no other positions remaining in the Member's department, there would have been no positions to bump into. As it relates to issues regarding interpreting the notice and layoff provisions of the collective bargaining agreement, the Local's interpretation seems more likely than the Member's.

[32] The Local's evidence does not address the Member's claim to pay in addition to notice on layoff. The Member relies on article 16.3 of the collective bargaining agreement for supporting a claim to pay. The article only provides mandatory notice periods. There is no provision requiring payment in addition to notice, payment is only required where adequate notice has not been provided, see s. 2-61 of the Act. The potential grievance is lacking in merit and does not justify the use of the Board's resources to investigate the Local's analysis of this issue.

[33] The Member's claim does not raise issues that are of general concern to labour relations. The issues are linked distinctly to the Local's assessment of the Member's rights under this particular collective bargaining agreement.

[34] The Board would also note that at least one of the Member's claims relies on an agreement with the Employer outside the collective bargaining agreement. The Local owes no duty related to this agreement.

[35] On the s. 6-58 issue, the Board does not see a reason to exercise discretion to hear this issue in full. The Member claims membership and therefore was required to pay dues. It is unclear what issue of procedural fairness is raised in the mistakes made in regards to the Member's status. The process the Local followed of refunding union dues when it believed the

Member was not in scope and then seeking repayment of the dues when it determined he was in scope is not an issue of general importance to labour relations.

[36] To fully assess the initial assessment by the Local would require convening an oral hearing with significant oral testimony. Given the status of the parties, and the subsequent assessment of the proposed grievances, proceeding with this matter on the merits would not be an appropriate use of resources, nor would it advance a labour relations purpose.

[37] As a result, with these Reasons an Order will issue that the Application in LRB File No. 204-24 is dismissed.

[38] 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 **30th** day of **January, 2026.**

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson