

SEIU-West, Applicant v PRAIRIE HARM REDUCTION INCORPORATED, Respondent

LRB File Nos. 144-25 & 194-25; February 11, 2026

Chairperson: Kyle McCreary; Board members: Linda Dennis and Grant Douziech

Citation: *SEIU-West v Prairie Harm Reduction*, 2026 SKLRB 13

Counsel for Applicant, SEIU-West: Scott Newell

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**Adjournment – Test for Adjournment – Significant prejudice in adjournment
– Prejudice addressed through interim certification**

**Interim Certification – Vote Tabulated – Statutory intention and balance of
convenience favour granting interim certification order**

REASONS FOR DECISION

Background:

[1] Kyle McCreary, Chairperson: In LRB File No. 144-25, SEIU-West has applied to certify a bargaining unit with Prairie Harm Reduction Incorporated (“the Employer”) described as follows:

All employees of Youth Services except the Executive Director, Director of Support Services, Director of Operations, HR Specialist, and Director of Youth Services.

[2] The vote in LRB File No. 144-25 was directed on August 15, 2025. An electronic vote was conducted from August 19 to 26, 2025. After the Board confirmed that the disputed positions did not vote, the parties agreed to the tabulation of the vote. The vote was tabulated on October 2, 2025, with all those voting supporting unionization.

[3] The Employer is opposed to the inclusion of Youth Services Supervisors in this unit. Similar supervisors are included in the bargaining unit the Board certified between SEIU-West and the Employer in relation to Family Support and Community Education Programs on April 3, 2025, in LRB File No. 024-25. On October 15, 2025, the Employer applied in LRB File No. 194-25 to amend the existing certification order in LRB File No. 024-25 to exclude supervisors.

[4] The certification application in LRB File No. 144-25 was set to be heard on October 17, 2025. Prior to the hearing, the Employer requested an adjournment of the hearing. SEIU-West

opposed the adjournment. In response to the adjournment request, the Board asked for the parties to be able to address before the panel the issue of interim certification.

[5] At the start of the hearing, the Employer repeated its request for an adjournment and requested for LRB File No. 144-25 and LRB File No. 194-25 to be heard together. The Employer was agreeable to an interim certification as long as the Youth Services Supervisors were not included. SEIU-West was opposed to the adjournment and the matters being heard together and if an interim certification were to be granted it should include the entire applied for unit.

[6] The Board granted the request for the matters to be heard together as there is a significant amount of issue and factual overlap and to ensure consistent interpretation of the appropriate bargaining unit boundary of the Employer.

[7] For the reasons that follow, the Board granted the adjournment with an interim certification including the entire unit SEIU-West applied for.

Relevant Statutory Provisions:

[8] SEIU-West has made an application for bargaining rights pursuant to s. 6-9:

Acquisition of bargaining rights

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

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

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

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

[9] The Board must determine whether the applied for unit is an appropriate unit pursuant to s. 6-11:

Determination of bargaining unit

6-11(1) *If a union applies for certification as the bargaining agent for a unit or a portion of a bargaining unit or to move a portion of one bargaining unit to another bargaining unit, including a bargaining unit comprised of supervisory employees, as defined in clause 6-1(1)(o) of this Act as that clause read before the coming into force of The Saskatchewan Employment Amendment Act, 2021, the board shall determine:*

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

(b) *in the case of an application to move a portion of one bargaining unit to another bargaining unit, if the portion of the unit should be moved.*

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

...

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

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

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

- (i) *the geographical jurisdiction of the union making the application; and*
- (ii) *whether the certification order should be confined to a particular project.*

[10] The Board is required to conduct a vote pursuant to s. 6-12:

Representation vote

6-12(1) *Before issuing a certification order on an application made in accordance with section 6-9 or amending an existing certification order on an application made in accordance with section 6-10, the board shall direct a vote of all employees eligible to vote to determine whether the union should be certified as the bargaining agent for the proposed bargaining unit.*

(2) *Notwithstanding that a union has not established the level of support required by subsection 6-9(2) or 6-10(2), the board shall make an order directing a vote to be taken to determine whether a certification order should be issued or amended if:*

(a) *the board finds that the employer or a person acting on behalf of the employer has committed an unfair labour practice or has otherwise contravened this Part;*

(b) *there is insufficient evidence before the board to establish that 45% or more of the employees in the proposed bargaining unit support the application; and*

(c) *the board finds that sufficient evidence of support mentioned in clause (b) would have been obtained but for the unfair labour practice or contravention of this Part.*

(3) *Notwithstanding subsection (1), the board may refuse to direct the vote if the board has, within the 12 months preceding the date of the application, directed a vote of employees in the same unit or a substantially similar unit on the application of the same union.*

[11] The Board issues certification orders based on the results of the vote pursuant to s. 6-13:

Certification order

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

- (a) *certifying the union as the bargaining agent for that unit; and*
 - (b) *if the application is made pursuant to subclause 6-10(1)(b)(ii), moving a portion of one bargaining unit into another bargaining unit.*
- (2) *If a union is certified as the bargaining agent for a bargaining unit:*
- (a) *the union has exclusive authority to engage in collective bargaining for the employees in the bargaining unit and to bind it by a collective agreement until the order certifying the union is cancelled; and*
 - (b) *if a collective agreement binding on the employees in the bargaining unit is in force at the date of certification, the agreement remains in force and shall be administered by the union that has been certified as the bargaining agent for the bargaining unit.*

[12] The Board's authority to grant interim orders is pursuant to s. 6-103(2)(d):

General powers and duties of board

6-103(2) *Without limiting the generality of subsection (1), the board may do all or any of the following:*

...

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

[13] The Board's authority to adjourn a matter is pursuant to s. 6-111(1)(k):

Powers re hearings and proceedings

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

...

- (k) *to adjourn or postpone the hearing or proceeding;*

Analysis and Decision:

Test for Adjournment

[14] In addition to the question of hearing the matters together, the Employer sought the adjournment of the scheduled hearing. The Court of King's Bench in *Green v Arthurs*, 2023 SKKB 75 (CanLII), set out factors for an administrative tribunal to consider when a party makes an adjournment request:

[20] The denial of an adjournment can amount to a breach of a public body's common law duty of procedural fairness. This is not to say that administrative bodies must grant adjournment requests as a matter of right. There is no absolute right to an adjournment at common law. The question whether an adjournment request should be granted is a matter

of a tribunal's discretion, albeit discretion that must be exercised judicially and in accordance with the principles of natural justice and procedural fairness.

[21] Various factors come into play when a tribunal, or a court, is faced with an adjournment request. In the case of a request to adjourn the trial of a civil action in a superior court, the decision in Lameman v Alberta, 2011 ABQB 40, 51 Alta LR (5th) 117, provides helpful guidance. There Yamauchi J. set out 11 non-exhaustive factors a trial judge should consider in deciding whether to grant the adjournment. Of these factors, I find six of them would similarly apply to administrative proceedings. Described in language particular to administrative proceedings, these factors are:

- a. the nature of the tribunal's process and its obligation to decide the case on its merits and make a just determination of the matters in dispute;*
- b. the prejudice caused to a party by granting or refusing the adjournment;*
- c. the applicant's explanation for the inability to proceed on the scheduled date;*
- d. the length of the adjournment requested and any resulting disruption;*
- e. the history of the proceedings, including other adjournments and delays as well as which party caused them; and*
- f. whether the adjournment is found merely to be an attempt to delay proceedings.*

[15] The Board considers these to be relevant considerations in this matter. The Board's process and obligation to decide matters on the merits supports the adjournment due to the need to decide two related matters consistently.

[16] There is no other history of adjournments on the file and the length of the adjournment is relatively short, being into December.

[17] The inability to proceed on this day is due to the Employer's request to hear this matter together with LRB File No. 194-25 and the timing of the filing of LRB File No. 194-25. The Employer is responsible for the timing of these requests, however, as found by the Board, there is judicial economy in the two matters being heard together.

[18] On prejudice, which is a key consideration in any adjournment, there is significant prejudice to the Union in adjourning the certification application, it impacts the Union's representational rights, potentially undermines support for the Union and impacts the associational rights of the union members under s. 2(d) of the Charter. Therefore, the adjournment can only be granted if this significant prejudice can be ameliorated because otherwise the prejudice would outweigh the judicial economy issue and have required the matter to proceed. The Board finds this prejudice is ameliorated through the granting of an interim

certification order. As the prejudice can be addressed, the Board finds it appropriate to grant the Employer's adjournment.

Test for Interim Certification

[19] An interim certification is a form of interim relief, pursuant to s. 6-103(2)(d) of the Act. In order to grant interim relief, the Board considers whether there is a serious issue to be tried and whether the balance of convenience favours granting relief, *SaskPower v IBEW*, 2026 SKLRB 2 (CanLII), *Carlton Trail College v Saskatchewan Government and General Employees' Union Local 4309*, 2024 CanLII 64162 (SK LRB), and *United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union v NSC Minerals Ltd.*, 2024 CanLII 14549 (SK LRB).

[20] Generally, affidavit evidence is required to determine an interim matter, however, the Board record is sufficient in this case as it discloses the position of the parties and the result of the certification vote.

[21] In *SEIU-West v Saskatoon Twin Charities Inc. Operating City Centre Bingo*, 2019 CanLII 120616 (SK LRB) ("*Saskatoon Twin Charities*"), the Board refused to grant interim certification. The Board distinguished that case from *Canadian Helicopters Limited*, 2010 CIRB 532 (CanLII), and *Syndicat des employées et employés de MusiquePlus (CSQ) v Interactions Inc. and MusiquePlus Inc.*, 2017 CIRB 851 (CanLII), on the basis of that the vote had not been counted and there was an objection to the conduct of the vote. The vote issue is also what distinguishes the instant case from *Saskatoon Twin Charities*.

[22] The vote has been conducted and was in favour of certification of the proposed unit. Pursuant to s. 6-13, the Board is required to issue a certification order if the majority of the vote is in favour of certification. The vote is not in dispute in this case, the only matter in dispute is whether Youth Services Supervisors are in or out of scope of the applied for unit. The Employer does not dispute the appropriateness of the unit other than the inclusion of potentially exempt positions. The Board finds that the unit appears to be appropriate, subject to a determination of exclusions.

[23] Where the unit is appropriate, and individuals have voted for certification, the direction of the legislature is to certify. However, the Board is not in a position to grant a final order because of the outstanding scope issue.

[24] The Employer was not opposed to the granting of an interim order but sought for the Youth Services Supervisors to be excluded on an interim basis. SEIU-West sought for their interim inclusion.

[25] Turning to the question of granting an interim order, there is a serious case to be tried, as SEIU-West's application for certification is not frivolous and the issue of whether there is an appropriate bargaining unit is not in dispute. The Employer bears the onus to exclude the two positions and as they are in scope until excluded, it is not frivolous for SEIU-West to seek their inclusion.

[26] On the balance of convenience, the Board finds it favours granting relief. The Employer faces a risk of irreparable harm from potential administrative issues and potential impairment of management rights caused by the inclusion of potentially out of scope positions in the interim unit. That is the Employer's management rights will be harmed in the interim in a manner that cannot be easily remedied. This harm is outweighed by the potential denial of statutory bargaining rights and constitutional rights of association to the individuals in those positions if the positions are not put in scope on an interim basis. Those individuals will be denied their right to associate in the interim and not merely have the rights impaired. The Board finds the denial of the right to associate outweighs the impairment of the delegation of management rights.

[27] The Board also notes that the potential risk of harm to the Employer is mitigated by the short length of the adjournment until the commencement of the hearing in December.

[28] The Board finds that an interim certification order should be granted for the unit as applied for by SEIU-West.

[29] For clarity, the Board interprets an interim certification order to be a certification order within the meaning of s. 6-24 and related provisions, that is the parties' duty to bargain commences from the date of the interim certification and is not delayed until final determination.

[30] 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. This is unanimous decision of the Board.

DATED at Regina, Saskatchewan, this **11th** day of **February, 2026**.

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson