

**SASKATCHEWAN POLYTECHNIC, Applicant v SASKATCHEWAN POLYTECHNIC FACULTY ASSOCIATION, Respondent and SASKATCHEWAN GOVERNMENT AND GENERAL EMPLOYEES' UNION, Respondent**

LRB File No. 080-24; March 16, 2026

Chairperson, Kyle McCreary; Board Members: Jim Bence and Shawna Colpitts

Citation: *Saskatchewan Polytechnic v SPFA and SGEU*, 2026 SKLRB 18

Counsel for the Applicant, Saskatchewan Polytechnic: Robert J. Affleck

Counsel for the Respondent, Saskatchewan Polytechnic Faculty Association: Gordon Hamilton

Counsel for the Respondent, Saskatchewan Government and General Employees' Union: Heather Robertson

**Disputed Position – Assignment between competing bargaining units – previous tests consolidated – presumption of inclusion in the default unit rebutted – position assigned into the Faculty Association.**

## **REASONS FOR DECISION**

### **Background:**

**[1] Kyle McCreary, Chairperson:** Where does a Belonging Coordinator properly belong? That is the question that the Board must answer in this application, LRB File No. 080-24, by Saskatchewan Polytechnic (“SaskPoly”). SaskPoly is a post secondary institution incorporated pursuant to *The Saskatchewan Polytechnic Act*, SS 2014, c S-32.21.

**[2]** SaskPoly has applied for a provisional determination of which bargaining unit the position of “Belonging Coordinator” should be assigned to pursuant to the Board’s authority under clause 6-104(2)(i) and section 6-105 of *The Saskatchewan Employment Act*, SS 2013 c S-15.1 (“the Act”). There are two bargaining units certified for SaskPoly. There is one unit represented by the Saskatchewan Government and General Employees’ Union (“SGEU”) and the other unit is represented by the Saskatchewan Polytechnic Faculty Association (“SPFA”). Both Unions have all employee certifications with SaskPoly.

**[3]** SGEU’s current Certification Order for SaskPoly is in LRB File No. 140-21:

(a) *that all employees employed by Saskatchewan Polytechnic except:*

- (i) *President and CEO*  
*Assistant to the Executive Assistant to the President and CEO*  
*Executive Assistant to the President and CEO*  
*Administrative Executive Assistant to the Board of Directors*  
*Institutional Secretary*  
*Senior Vice-President, Academic*  
*Executive Assistant to the Senior Vice-President, Academic*  
*Executive Assistant to Deans' Council*  
*Dean of Technology*  
*Executive Assistant to the Dean of Technology*  
*Dean of Industrial Training*  
*Executive Assistant to the Dean of Industrial Training*  
*Dean of Nursing*  
*Executive Assistant to the Dean of Nursing*  
*Dean of Community Services*  
*Executive Assistant to the Dean of Community Services*  
*Dean, Basic Education*  
*Executive Assistant to the Dean of Basic Education*  
*Dean of Science and Health*  
*Executive Assistant to the Dean of Science and Health*  
*Dean of Business and Entrepreneurial Studies*  
*Executive Assistant to the Dean of Business and Entrepreneurial Studies*  
*Associate Dean of Nursing*  
*Associate Dean of Industrial Training*  
*Associate Dean of Technology*  
*Vice President Administrative Services*  
*Executive Assistant to the Vice President, Administrative Services Campus*  
*Director - Kelsey*  
*Executive Assistant to the Campus Director - Kelsey*  
*Campus Director - Woodland*  
*Executive Assistant to the Campus Director - Woodland*  
*Campus Director - Palliser*  
*Executive Assistant to the Campus Director - Palliser*  
*Campus Director - Wascana*  
*Executive Assistant to the Campus Director - Wascana*  
*Executive Director, Public Affairs*  
*Executive Director, Facility Management & Projects*  
*Associate Vice President, Financial Services*  
*Executive Assistant to the Associate Vice-President, Financial Services*  
*Associate Vice President, Human Resources*  
*Executive Assistant to the Vice President, Human Resources*  
*Associate Vice President, Educational Services*  
*Executive Assistant to the Associate Vice-President, Educational Services*  
*Associate Vice President, Information Technology Services*  
*Associate Vice-President, Student Affairs*  
*Executive Assistant to the Associate Vice President Student Affairs Academic*  
*Director, Library Services*  
*Academic Director, Virtual Campus*  
*Academic Director, Student Development*  
*Academic Director, Business Development and International Partnership*  
*Director, Applied Research*  
*Director, Architecture, Applications and Data Services*  
*Director, Client & Infrastructure Services*  
*Director, Continuing Education*  
*Director, Donor and Alumni Relations*  
*Director, Employee Relations*  
*Director, Financial Planning*

Director, People Strategies  
 Director, Enterprise Risk Management  
 Director, Institutional Planning  
 Controller  
 Manager of Communications  
 Manager, Ancillary Services  
 Manager, Client Support and Financial Analysis Manager, Human Resource  
 Advisory Services Manager, Payroll Systems and Services  
 Manager, Procurement and Asset Management Manager, Financial  
 Accounting & Project Management Manager, Revenue and Receivables  
 Human Resource Consultant  
 Senior Recruitment & Retention Specialist Representative Workforce  
 Consultant  
 Recruitment and Retention Analyst  
 Senior Compensation and Rewards Specialist Compensation and Rewards  
 Analyst  
 HRIS Analyst  
 Conflict Resolution Facilitator  
 Human Resource Assistant  
 Director, Health and Safety  
 Manager of Application and Data Services  
 Manager, International Education

(ii) employees who are members of the academic bargaining unit as described in LRB File No. 145-21 in the Province of Saskatchewan,

**[4]** The SPFA's current Certification Order for SaskPoly is in LRB File No. 145-21:

(a) that all employees employed by Saskatchewan Polytechnic except:

(i) President and CEO  
 Executive Assistant to the Senior Vice-President, Academic  
 Executive Assistant to Deans' Council  
 Dean of Technology  
 Executive Assistant to the Dean of Technology  
 Dean of Industrial Training  
 Executive Assistant to the Dean of Industrial Training  
 Dean of Nursing  
 Executive Assistant to the Dean of Nursing  
 Dean of Community Services  
 Executive Assistant to the Dean of Community Services  
 Dean, Basic Education  
 Executive Assistant to the Dean of Basic Education  
 Dean of Science and Health  
 Executive Assistant to the Dean of Science and Health  
 Dean of Business and Entrepreneurial Studies  
 Executive Assistant to the Dean of Business and Entrepreneurial Studies  
 Associate Dean of Nursing  
 Associate Dean of Industrial Training  
 Associate Dean of Technology  
 Vice President Administrative Services  
 Executive Assistant to the Vice President, Administrative Services Campus  
 Director - Kelsey  
 Associate Campus Director - Kelsey  
 Executive Assistant to the Campus Director - Kelsey

*Campus Director - Woodland*  
*Executive Assistant to the Campus Director - Woodland*  
*Campus Director - Palliser*  
*Executive Assistant to the Campus Director - Palliser*  
*Campus Director - Wascana*  
*Executive Assistant to the Campus Director - Wascana*  
*Executive Director, Public Affairs*  
*Executive Director, Facility Management & Projects*  
*Associate Vice President, Financial Services*  
*Executive Assistant to the Associate Vice-President, Financial Services*  
*Associate Vice President, Human Resources*  
*Executive Assistant to the Vice President, Human Resources*  
*Associate Vice President, Educational Services*  
*Executive Assistant to the Associate Vice-President, Educational Services*  
*Associate Vice President, Information Technology Services*  
*Executive Assistant to the Associate Vice President, Information Technology Services*  
*Associate Vice-President, Student Affairs*  
*Executive Assistant to the Associate Vice President Student Affairs Academic Director, Library Services*  
*Academic Director, Virtual Campus*  
*Academic Director, Student Development*  
*Academic Director, Business Development and International Partnership Director, Applied Research*  
*Director, Architecture, Applications and Data Services Director, Client & Infrastructure Services*  
*Director, Continuing Education*  
*Director, Donor and Alumni Relations*  
*Director, Employee Relations*  
*Director, Financial Planning*  
*Director, People Strategies*  
*Director, Enterprise Risk Management*  
*Director, Health and Safety*  
*Director, Institutional Planning*  
*Controller*  
*Manager of Communications*  
*Manager, Ancillary Services*  
*Manager of Application and Data Services*  
*Manager, Client Support and Financial Analysis Manager, Human Resource Advisory Services Manager, Payroll Systems and Services*  
*Manager, Procurement and Asset Management Manager, Financial Accounting & Project Management Manager, Revenue and Receivables*  
*Human Resource Consultant*  
*Senior Recruitment & Retention Specialist Representative Workforce Consultant*  
*Recruitment and Retention Analyst*  
*Senior Compensation and Rewards Specialist Compensation and Rewards Analyst*  
*HRIS Analyst*  
*Conflict Resolution Facilitator*  
*Human Resource Assistant*  
*Manager, Health and Safety*  
*Manager, International Education*

(ii) employees who are members of the professional services bargaining unit described in LRB File No. 140-21 in the Province of Saskatchewan,

*is an appropriate unit of employees for the purpose of bargaining collectively;*

**[5]** Both Unions assert that the position of “Belonging Coordinator” should be assigned to their bargaining unit. SPFA draws an analogy to the Indigenous Advisors and other positions within its Unit, and SGEU analogizes to Student Relations Coordinators and Student Engagement Coordinators and other positions within its bargaining unit. SaskPoly takes no position other than it is an in scope position and does not rely on any exclusion.

**[6]** Prior to bringing this matter before the Board, SaskPoly consulted with both Unions, which each asserted that it was within their scope. SaskPoly sought to meet to discuss, SGEU was willing to meet, the SPFA refused to meet and maintained its position on scope.

**[7]** This matter was originally scheduled for a two-day hearing on November 19 and 20, 2024. This matter did not conclude within the scheduled time and additional days were required. The Board moved the hearing to video conferencing due to the operational constraints of the Board. The matter was heard over additional days in December 2024 and March and June 2025.

**[8]** On June 16, 2025, the Board issued an Order that the position was provisionally assigned into the SPFA unit for a period of one year with Reasons to follow. These are the Reasons for that Order.

**Evidence:**

**[9]** SaskPoly called Kendra Strong-Garcia, Director of Student Experience with SaskPoly. Ms. Strong-Garcia provided evidence about the creation of the “Belonging Coordinator” position, the anticipated role of the “Belonging Coordinator” and SaskPoly’s interactions with the Unions in relation to seeking to have the position assigned to a bargaining unit. It is anticipated that the Belonging Coordinator will report to Ms. Strong-Garcia.

**[10]** The job description for the “Belonging Coordinator” is set out more fully under the analysis. There were multiple versions of the position. The Board finds that the most recent version is the version for adjudication in this scope determination.

**[11]** SGEU called Amanda Powers, a Student Engagement Coordinator with SaskPoly at the Regina Campus. Ms. Powers testified to her job duties and experience in that position and at SaskPoly.

**[12]** SGEU called Debra Zawada-Wiebe, Chair of the Professional Services Bargaining Unit. SGEU also called Kathy Mahussier, a Labour Relations Officer with SGEU. Their testimony related to the history of the units and to how position assignments were dealt with when both units were represented by SGEU. Various positions were also put into evidence and why SGEU asserted the Belonging Coordinator position fell within its scope.

**[13]** SPFA called Derek Yee, an Indigenous Student Coordinator with SaskPoly at the Saskatoon Campus. Mr. Yee testified to his educational background and his work as an Indigenous Student Coordinator and in the Indigenous Student Centre generally.

**[14]** SPFA also called Rosemarie Zaba Stewart, an Indigenous Student Advisor and Services Coordinator in Moose Jaw. Ms. Zaba Stewart testified to her work in the position at SaskPoly.

**[15]** SPFA also called Adam Farion, who at the material time was a Faculty Relations Officer with the SPFA. Mr. Farion set out the SPFA's approach to position assignment and why the SPFA was claiming the Belonging Coordinator fell within its scope.

**[16]** The parties, through witnesses, filed the following job descriptions in addition to the "Belonging Coordinator" position.

- a. SaskPoly
  - i. Student Engagement Coordinator
  - ii. Student Relations Coordinator
  - iii. Learning Strategist Instructor
- b. SGEU
  - i. Student Life Coordinator
  - ii. Student Engagement Coordinator
  - iii. Student Relations Coordinator
  - iv. Student Services Outreach and Success Navigator
  - v. Coordinator - Accessibility Services
  - vi. Accessibility Services Support Advisor
- c. SPFA
  - i. Indigenous Student Centre Coordinator
  - ii. Indigenous Student Advisor
  - iii. Indigenous WITT Coordinator
  - iv. Co-operative Education Coordinator

## v. Aboriginal Strategy Coordinator

[17] In addition to these positions, SGEU and SPFA highlighted various other positions in each unit through oral testimony.

**Relevant Statutory Provisions:**

[18] The Board's general authority to make determinations that promote the attainment of the Act is pursuant to s. 6-103:

**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.*

[19] The Board has specific powers to amend previous orders of the Board and determine whether a person will become an employee under s. 6-104 of the Act:

**Board powers**

...

(2) *In addition to any other powers given to the board pursuant to this Part, the board may make orders:*

...

- (g) *amending a board order if:*
  - (i) *the employer and the union agree to the amendment; or*
  - (ii) *in the opinion of the board, the amendment is necessary;*

...

- (i) *subject to section 6-105, determining for the purposes of this Part whether any person is or may become an employee or a supervisory employee 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.*

[20] The Board can make a provisional determination of an employee's status pursuant to s. 6-105 of the Act:

**Provisional determination of employee**

**6-105(1)** On an application made for the purposes of clause 6-104(2)(i), the board may make a provisional determination before the person who is the subject of the application actually performs the duties of the position in question.

(2) A provisional determination made pursuant to subsection (1) becomes a final determination one year after the day on which the provisional determination is made unless, before that period expires, the employer or the union applies to the board for a variation of the determination.

**Analysis and Decision:****The Position at issue**

**[21]** The Belonging Coordinator is proposed to work in Student Experience, falling within Student Experience and Learning within the Student Services division of SaskPoly. The Belonging Coordinator is proposed to have the following job duties:

*General Accountability*

*The role of a Belonging Coordinator often involves developing and implementing presentations, activities and opportunities for students regarding belonging. In this context, the focus is on creating an inclusive student community that promotes cultural competency, diversity awareness, and allyship among faculty, staff, and students while considering the student experience. Here's an elaboration on the key responsibilities:*

*Specific Accountabilities*

1. *Develop and Implement Equity, Diversity, and Inclusion (EDI) Initiatives:*
  - *Collaborate with stakeholders, including staff, students, and faculty to design and execute comprehensive EDI initiatives and lead inclusive opportunities for students creating an atmosphere of belonging and community.*
  - *Provide information to students, staff and faculty including workshops, training and events that promote awareness, understanding, and engagement with diversity and inclusion topics.*
2. *Support and provide appropriate referrals for Underrepresented Groups:*
  - *Provide support and resources for underrepresented groups, including students from diverse backgrounds, international students, LGBTQ+ individuals, students with disabilities, and others.*
  - *Make recommendations for policy changes and initiatives that address systemic barriers and create a more inclusive campus environment.*
3. *Provide advice, training, and resources*
  - *Creates resources and presentations to enhance cultural competency, diversity awareness, and allyship among faculty, staff, and students keeping the students experience in mind.*
  - *Provides training and resources to the campuses regarding the use of inclusive language, accessibility, and other services to promote awareness and an authentic, inclusive student experience (i.e. inclusive language sessions).*
  - *Promotes awareness to students, staff and faculty about various cultures, traditions and perspectives to help individuals understand and respect cultural differences and foster an inclusive and supportive environment.*

- *Serves as a resource to faculty, staff, and students who seek subject matter expertise on inclusive practices.*
  - *Enables an environment that encourages knowledge of, respect for, and development of skills to engage with those of other cultures or backgrounds.*
  - *Diversity Awareness: Raise awareness about the importance of diversity in academic and work settings. These presentations should address the value of diversity, its impact on innovation and problem-solving, and the challenges faced by underrepresented groups.*
  - *Allyship: Present on becoming effective allies to marginalized communities. This involves strategies for supporting and advocating for individuals who face discrimination or unequal treatment.*
  - *Student Experience: Keep the student experience in mind when developing these initiatives/presentations.*
  - *Collaborate with relevant departments to integrate an EDI focus into existing support services, training and student orientation programs, ie language, spaces, accessibility.*
4. *Data Collection and Analysis*
- *Collect, analyze, and report data on campus demographics, retention rates, and satisfaction levels related to equity and inclusion.*
  - *Utilize data to identify areas for improvement and track progress on EDI initiatives.*
5. *Collaborate with Student Organizations and Campus Groups*
- *Partner with student organizations and affinity groups to support their initiatives and advocate for their needs.*
  - *Facilitate communication and cooperation between different campus groups focused on equity and inclusion.*
6. *Engage in Outreach and Education*
- *Organize campus-wide awareness campaigns to promote understanding and sensitivity around EDI issues for students.*
  - *Foster partnerships with external organizations and community groups to enhance EDI efforts.*
7. *Policy Review and Development*
- *Review existing policies and procedures to ensure alignment with EDI principles.*
  - *Recommend updates or new policies that promote diversity and inclusion across campus.*
  - *Brings forward student inquiries and concerns with respect to non-inclusive practices language or policies.*
8. *Implement Group Mentorship Program at all campus locations*
- *Recruit and hire student employees/mentors.*
  - *Secure training initiatives for mentors.*
  - *Develop and initiate volunteer mentors recruitment strategy.*
  - *Support the student mentors in the development of monthly events that are open to the entire student body.*
  - *Evaluate/assess the success of the mentorship program and make recommendations.*

### **Test for Assignment of a Position**

**[22]** In a multi bargaining unit situation, an employer does not have the right to unilaterally assign a new position. When creating a new position in a multi bargaining unit situation, an

employer must follow the process set out by the Board in *CUPE v University of Saskatchewan and ASPA*, [2000] SLRBD No 7, LRB File No. 218-98. That process is as follows:

1. *Notify the interested bargaining agents of the proposed new position;*
2. *If there is agreement on the assignment of the position to one bargaining unit, then no further action is required unless the parties wish to update the certification Order to include or exclude the position in question;*
3. *If agreement is not reached on the proper placement of the position, the employer must apply to the Board to have the matter determined; and*
4. *if the position requires filling on an urgent basis, the employer may seek an interim or provisional ruling from the Board or expedited written hearing or agreement from the parties on the interim assignment of the position.*

**[23]** The Board finds that SaskPoly did notify both units of the position. SaskPoly sought the agreement of the parties, which it did not receive, and applied to the Board. SaskPoly has complied with its duty to bargain a new position. There were differences in the job description provided for notification and the job description filed with the Board. There were no added duties to the second job description that were material. The Board does not find the differences in the job descriptions to constitute a failure of notification as the unions were notified of all material job duties.

**[24]** The Board's authority to determine scope disputes and assign positions is pursuant to sections 6-103 to 6-105 of the Act. In an application between competing unions, the Board takes a non-exhaustive multi factorial approach. The Board has applied this approach to these Unions and units in two decisions.

**[25]** In the first decision, *Saskatchewan Polytechnic v Saskatchewan Institute of Applied Science and Technology Faculty Association*, 2015 CanLII 43770 (SK LRB) ("SaskPoly #1), the Board determined that the Instructor, Assistive Technology position should be in the SPFA unit. Vice Chair Schiefner (as he then was) for the Board stated the following in terms of its analytical framework:

*[21] In this workplace, the Employer has multiple bargaining relationships. Decisions concerning the proper allocation of new or additional positions between competing bargaining units can be difficult. In a number of previous decisions, this Board has been asked to determine the assignment of positions in workplaces with multiple bargaining units and, in doing so, has considered a number of different factors. These decisions include Canadian Union of Public Employees, Local 1975 v. University of Saskatchewan & Administrative and Supervisory Personnel Association, [1990] Summer Sask. Labour Rep. 97, LRB File No. 040-90; Service Employees International Union, Local 333 v. St. Paul's Hospital (Grey Nuns) Saskatoon & Health Sciences Association, [1991] 2nd Quarter Sask.*

*Labour Rep. 78, LRB File Nos. 130-90, 205-90, 003-91 & 004-91; Regina Professional Fire Fighters Association v. City of Regina and Regina Civic Middle Management Association, [1994] 4th Quarter Sask. Labour Rep. 164, LRB File Nos. 202-94 and 226-94; Canadian Union of Public Employees, Local 47 v. City of Saskatoon & Saskatoon Middle Management Association, [2002] Sask. L.R.B.R. 542, 2002 CanLII 52893 (SK LRB), LRB File No. 030-02; Canadian Union of Public Employees, Local 21 v. City of Regina and Regina Civic Middle Management Association, [2005] Sask. L.R.B.R. 274, 2005 CanLII 63086 (SK LRB), LRB File Nos. 103-04 & 222-04. None of the factors used by the Board in these decisions appear to be either exhaustive or conclusive. Rather, the identified factors have provided the Board with touchstones or reference points in its decision-making process.*

[22] *From a review of the previous decisions of the Board, it appears that the following factors/considerations can provide helpful guidance to the Board in determining the proper assignment of a newly created or additional position in a multi-bargaining unit workplace:*

1. *Similarities of the disputed position and other positions in the competing bargaining units. Under this factor, the Board examines the role to be performed by the incumbent in the workplace, together with the work, duties and responsibilities of the position, as well as the potential for career advancement; all in an effort to determine whether the disputed position bears more similarities to the member of one unit or another. See: SEIU West v. St. Paul's Hospital & HAS, supra. See also: CUPE, Local 1975 v. University of Saskatchewan & ASPA, supra. This is a pragmatic analysis intended to promote homogeneity and functional coherence in bargaining units. To a certain extent, the Board has also considered which bargaining unit would present the best career option for the incumbent. See: Regina Professional Firefighters Association v. City of Regina & RCMMA, supra.*

2. *Community of interest. Under this factor, the Board examines the educational qualifications, competencies and skills expected of the incumbent, together with the conditions of employment and avenues for lateral mobility for the incumbent. While this factor also examines similarities in positions, it tries to focus that examination on the anticipated collective bargaining interests of the disputed position relative to the interests of the members of the competing bargaining units. See: CUPE, Local 21 v. City of Regina & RCMMA, supra. See also: SEIU West v. St. Paul's Hospital & HAS, supra.*

3. *The history or origins of the disputed position. Under this factor, the Board examines whether the duties or responsibilities of a newly created position can be traced back to a particular bargaining unit. Evidence that the work to be performed by a disputed position was carved out of a particular bargaining unit supports a rebuttable presumption that the position ought to be assigned to that bargaining unit. See: CUPE, Local 1975 v. University of Saskatchewan & ASPA, supra.*

4. *Industrial stability and viability of the bargaining relationship. Under this factor, the Board considers whether the inclusion or exclusion of a disputed position will jeopardize the strength and effectiveness of either bargaining unit or otherwise endanger the equilibrium of the bargaining relationships. See: Regina Professional Firefighters Association v. City of Regina & RCMMA, supra.*

5. *Broader, More Inclusive Bargaining Units: In the case of multi-bargaining unit workplace involving a middle management unit, there is a rebuttable presumption that new or additional positions belong in the broader, more inclusive bargaining unit. See: CUPE, Local 21 v. City of Regina & RCMMA, supra; and CUPE, Local 47 v. City of Saskatoon & SCMMA, supra.*

[23] *Finally, it should be noted that in evaluating a disputed position for either assignment between competing bargaining units or its eligibility for an exclusion (i.e.:*

*management and/or confidentiality), the Board tries to look beyond titles and position descriptions in an effort to ascertain the true role which that position will play in an organization. See: Saskatchewan Institute for Applied Science and Technology v. Saskatchewan Government and General Employees' Union, (2009) 173 C.L.R.B.R. (2d) 1, 2009 CanLII 72366 (SK LRB), LRB File No. 079-06.*

**[26]** The second decision considering the approach to assignment between these units is *Saskatchewan Polytechnic, v. Saskatchewan Government and General Employees' Union*, 2017 CanLII 85453 (SK LRB) ("SaskPoly #2"). In addition to the factors set out in *SaskPoly #1*, the Board also adopted a seven-factor analysis from the Ontario Board, that overlaps with the factors from *SaskPoly #1*, as stated in *SaskPoly #2* at para 36:

*[36] These limited headings, do not, in our opinion, properly capture the analysis which must be undertaken in this case. We are of the view that the examination should be expanded to include some of the factors routinely considered by the Ontario Labour Relations Board in dealing with jurisdictional disputes. The Ontario Board recently restated the factors which it considers in its decision in Canadian Union of Public Employees, Local 79 v Toronto Community Housing Corporation and Toronto Civic Employees Union[11]. At paragraph 29, the Ontario Board lists 7 factors which it routinely considers. These are:*

- a) *collective bargaining relationships;*
- b) *skill and training;*
- c) *safety;*
- d) *economy and efficiency;*
- e) *employer past practice;*
- f) *area or industry practice; and*
- g) *employer preference.*

**[27]** The position at issue in *SaskPoly #2* was the Student Relations Coordinator. The Board assigned that position to the SGEU unit. The Board will now consider the factors from *SaskPoly #1* and *SaskPoly #2* in the context of the case before the Board. For clarity, the Board views the combined factors as follows:

- a. Similarities of the disputed position and other positions in the competing bargaining units,
- b. Community of Interest,
- c. History of the Disputed Position/Bargaining Unit,
- d. Industrial Stability,
- e. Economy and efficiency,
- f. Broader more inclusive units,
- g. Safety, and
- h. Employer Preference.

**a. Similarities of the disputed position and other positions in the competing bargaining units.**

**[28]** The Board finds that there are similarities between the work to be performed by the Belonging Coordinator and positions in both units.

**[29]** The comparator that the Board finds to be the closest in the SPFA unit is the Indigenous Centre Services Coordinator. The Indigenous Centre Services Coordinator has the following job duties:

- *Provides leadership for Indigenous Student Centre based on an outreach model that supports innovative practices to increase student engagement and success.*
- *Supervises Centre staff, including facilitating Elder support services. Implements and maintains a teamwork and collaborative approach to providing services for Indigenous students.*
- *Promotes the Indigenous Student Centre as a positive learning, social and cultural environment directed at the retention and well-being of Indigenous students.*
- *Plans, develops and delivers outcomes based cultural curriculum and instruction in response to individual and group needs.*
- *Plans, develops and delivers outcome based curriculum and instruction for learning activities that are relevant to the needs of Indigenous students.*
- *Liases with the community and Indigenous agencies/services to facilitate access to community resources for the well-being of our students.*
- *Proactively develops and maintains collaborative relationships with resident faculty, staff, and campus associations, with SaskPolytech colleagues on other campus, and with external agencies to optimize student success.*
- *Communicates consistently and effectively with said stakeholders.*
- *Engages in the wider Saskatchewan Polytechnic community on committees and projects; helps to raise awareness of, and actively promotes, the Indigenous Student Centre, Indigenization, and the Indigenous Student Success Strategy Plan.*
- *Works closely with other Indigenous services, such as Indigenous counsellors and the Indigenous advisors, to facilitate the support and success of Indigenous students.*
- *Proactively reaches out to faculty and staff to advise on Indigenous culture and learning.*
- *Maintains program statistics and documentation: takes the lead in ongoing program development, evaluation and reporting*
- *Ensures the assessment of activities and services of the Centre to support a continuous improvement model.*
- *Submits monthly reports and a year-end summary report to program head and director.*

**[30]** The Board finds the best direct comparator in the SGEU unit is the Student Engagement Coordinator, which has the following job duties:

*Under the direction of the Manager, Student Experience, the Student Engagement Coordinator is responsible for creating a welcoming atmosphere for all students and for helping students navigate the non-academic aspects of their polytechnic experience, particularly in their first year.*

*The Coordinator collaborates with all campus program to plan and manage orientation and transition events for new students as well as complementary orientation and student engagement initiatives that support students throughout the year. Because student life*

*happens both on and off campus, the Coordinator also builds relationships with external contacts to help students access resources in the community. In addition to orientation-related program planning, implementation and assessment, the Coordinator assists with other campus events and contributes to the development of student communications. The position will travel between campus locations across the province and participate in events supporting student success.*

*As a champion for the well-being and success of all students, the Coordinator consults with Indigenous Strategy and International Education to ensure that initiatives engage and support Indigenous and international students. The Coordinator also works closely with the campus Wellness team to promote student engagement with the institution's wellness model. To identify gaps in addressing student needs, the Coordinator evaluates student life programming, works with the Saskatchewan Polytechnic Student Association (SPSA) and recommends opportunities to further enrich the student experience for all Saskatchewan Polytechnic students.*

*As data and trends emerge in our understanding of our applicant and student's experience at Sask Polytech, the Coordinator will contribute to ideas and improvements in our Student Experience Framework and planning. Tracking and monitoring areas for improved services and supports are key to the success of all students and Sask Polytech.*

**[31]** The Board finds that that the first and third job duties of the Belonging Coordinator have more similarities to the SPFA unit, that is developing EDI initiatives and providing advice and training. Promoting reconciliation and EDI initiatives are related and similar work. While there are positions in the Indigenous Centre in the SGEU unit, the most similar positions to the Belonging Coordinator as it relates to reconciliation work are in the SPFA unit. The training and advice of the Belonging Coordinator is not curriculum related, but it is related to promoting cultural acceptance and competency in a manner that is similar to the work done by the Indigenous Centre Services Coordinators.

**[32]** The other job duties of the Belonging Coordinator have similarities to work done in both units and both above comparator positions. The Board tries to look beyond job duties to the substance of a position. Based on the documents filed and the testimony before the Board, the Board sees the Belonging Coordinator position as seeking to create an inclusive student community for all and to further promote diversity, inclusion, equity and reconciliation. This is in substance very similar to the work of the Indigenous Services Centre Coordinator and Indigenous Student Advisor positions. It is also work done by positions in the SGEU unit such as the Student Engagement Coordinator, but it is more closely aligned with the work of the Indigenous Centre related positions.

**[33]** Weighing all of the job's duties and the nature of the position, the Belonging Coordinator has greater similarity to the SPFA unit and this factor favours inclusion in the SPFA unit.

**b. Community of Interest**

[34] The educational requirements have greater community of interest with the SPFA unit, but as became clear on the evidence, the educational qualifications for the final position will be determined in consultation with the appropriate Union.

[35] The skills and lateral mobility have more community with the SPFA unit. That is skills related to social work, counselling, cultural education, and promoting cultural acceptance. This is not just confined to the positions related Indigenous services, but also the Women in Trades, and the Counsellors. There appear to be greater lateral opportunities in the SPFA unit and more commonality in skills based on the position as currently conceptualized.

[36] The collective bargaining interests of the Belonging Coordinator appear more aligned with the SPFA unit considering the similarity of skills likely leads to similar work condition concerns and bargaining issues with management.

[37] The Board finds that community of interest supports assignment to the SPFA unit.

**c. The history or origins of the disputed position and bargaining units**

[38] The position is new and does not have direct roots in either bargaining unit. As noted in the similarities to positions in competing bargaining units, the important work of promoting acceptance is done by various individuals in both bargaining units.

[39] In addition to the history of the position, the Board considers the history of the overall bargaining structure. The Board created a presumption in favour of SGEU based on the history of the bargaining units at SaskPoly in *SaskPoly #2*:

*[60] Another important factor to be considered in this analysis which was not considered in Saskatchewan Polytechnic v. Saskatchewan Institute of Applied Science and Technology Faculty Association and Saskatchewan Government and General Employees' Union is the history of the two bargaining units and the types of employees they were certified to represent.*

*[61] Ms. Mahussier testified that SGEU was originally certified to represent an "all employee" unit for what was then the Saskatchewan Institute of Applied Science and Technology. In 2012, a group of academic employees formed the Saskatchewan Institute of Applied Science and Technology Faculty Association which was recognized by the Board as a trade union[12]. In that decision, at paragraph 13, the Board pointed to a provision in the constitution of the Association which provided one of the purposes of the Association to be "to act as the negotiating body for academic faculty members in reaching collective agreements with SIAST....".*

[62] Since the formation of the SPFA, and its certification to represent those “academic faculty members”, as testified to by Mr. White and Ms. Mahussier, another group of employees (loosely here referred to as “Librarians”) chose to be represented by SPFA for collective bargaining. The two unions negotiated a transfer of bargaining responsibility for those employees and did not return to the Board for an adjudication or amendment.

[63] SGEU argued that it should be considered to be the “default” Union, based upon its original representational rights for the all employee unit. It argues that where a new position is created within the scope of either Union, that position should, by default, be placed in their bargaining unit unless SPFA can demonstrate that such position was “academic” in nature.

[64] Based upon the history of employee representation outlined above, the Board agrees with SGEU in this regard. They were originally certified to represent all employees. SPFA was “carved out” of this larger bargaining unit ostensibly for the purpose of representing academic faculty members. With respect, the Board is of the opinion that these historical bargaining units should be respected and newly created positions within the Unions’ scope should, unless this presumption can be rebutted by SPFA, be placed within the SGEU bargaining unit.

[65] In *Saskatchewan Polytechnic v. Saskatchewan Institute of Applied Science and Technology Faculty Association and Saskatchewan Government and General Employees’ Union*, SPFA successfully rebutted this presumption and the Board agreed that the position of “Instructor, Assistive Technologies” was better contained within the academic faculty bargaining unit.

[66] In this situation, the opposite is the case and the Board is of the view that the SPFA has failed to discharge the onus of rebutting the presumption in favour of SGEU.

**[40]** The Board agrees with the panel of the Board in *SaskPoly #2* that the history of the units is an important factor. The Board disagrees with that panel on its interpretation of the history of the bargaining units.

**[41]** As recognized in *SaskPoly #1* at para 6, the bargaining structure of *SaskPoly* originated in *The Institute Act*, SS 1986-87-88, c I-9, s. 14(3), which reads:

*(3) Notwithstanding The Trade Union Act, for the purpose of bargaining collectively with the institute: (a) the academic staff members constitute an appropriate unit; and (b) all employees of the institute other than the academic staff members constitute an appropriate unit.*

**[42]** After the imposition of the bargaining structure, both units were represented by SGEU, and the bargaining structure of an all-employee unit and an academic unit was recognized in Board Orders. This structure continued after the repeal of *The Institute Act*, although the statutory prescription on bargaining structure was not maintained in *The Saskatchewan Institute of Applied Science and Technology Act*, SS 1996, c S-25.2, or *The Saskatchewan Polytechnic Act*.

[43] Starting in 2010, when the academic unit was still represented by SGEU, the academic unit moved to an all-employees description in LRB File No. 079-06. The Board's reasons in *Saskatchewan Institute of Applied Science and Technology v. Saskatchewan Government and General Employees' Union*, 2009 CanLII 72366 (SK LRB) do not address the question of why the bargaining unit descriptions were modified from the prior unit descriptions.

[44] The SPFA was created and recognized by the Board in *Saskatchewan Institute of Applied Science and Technology Faculty Association v Saskatchewan Government and General Employees' Union*, 2012 CanLII 65539 (SK LRB). This decision was rendered in response to the SPFA filing for a change of representation of the academic unit in LRB File No. 106-12 and SGEU challenging whether the SPFA was a union. The unit applied for was not a carve out of the SGEU all employees unit, the SPFA took over the representational rights from SGEU of the academic unit, which was also an all employee unit.

[45] The Board must both recognize the history of the units and the current bargaining and certification structure. That is, the Board must recognize the origin of the units, but also what the Board has determined to be appropriate bargaining units. The Board determined it was appropriate to define both SGEU and SPFA as all employee units as shown in the Board's certification orders in LRB File No. 140-21 and LRB File No. 142-21. The SPFA bargaining unit is not limited to academic personnel. It is defined as all employees of SaskPoly other than various out-of-scope positions and positions in the SGEU unit. The SGEU unit is similarly defined as an all employee unit except for out-of-scope positions and positions in the SPFA unit.

[46] Given the origin of the bargaining structure under *The Institute Act* of the unit the SPFA represents being a craft unit for faculty and SGEU as the all employee unit, the recognition of the presumption in favour of SGEU being the default unit should be maintained. However, the limitation of future position assignments to the SPFA to only academic positions fails to recognize this Board's certification orders and the positions existing within the SPFA unit. The presumption of position placement in SGEU is rebuttable if the other factors sufficiently support the position being assigned to the SPFA. This approach balances the history of the units with the current certification orders.

[47] The history of the units and related presumption in favour of the default unit supports the inclusion of the Belonging Coordinator position in the SGEU unit.

**d. Industrial stability and viability of the bargaining relationship**

[48] There is only one position at issue. Both units are long standing and have successfully concluded collective agreements. The Board finds that the assignment of this position, whether further positions are created or not, does not impact bargaining viability. Neither Union asserted that their viability was dependent on the assignment of this position.

[49] As the evidence demonstrated, the two units are highly blended in that they frequently interact and work with members of the other bargaining unit. Assignment into either unit will require the position to work with members of the other unit.

[50] SGEU's argument as to the interpretation of the units is effectively an industrial stability argument. Industrial stability is promoted by having predictable units and the unit assignments in this workplace will be more predictable if the SPFA unit is limited to academic positions. The Board would agree on the general principle that predictable scope lines limit jurisdictional conflict and promote stability. However, the current Certification Orders do not have predictable scope lines and to not apply the scope lines as reflected in Board Orders would undermine industrial stability. The scope of each unit is defined by the positions that are currently in the unit and thus the focus on the similarity of positions and community of interest.

[51] The SPFA raise concerns that assignment of the position into the SGEU unit will undermine the stability of the current structure by potentially allowing SaskPoly to move indigenous related cultural work to the Belonging Coordinator. The Board does not find that the evidence supports SaskPoly having an intention to undermine the scope of the SPFA unit in this manner. As far as the concern more generally about the potential for bargaining unit erosion, the Board's modified approach to the presumption to be applied between these units addresses this concern.

[52] The Board finds industrial stability is neutral on assigning the bargaining unit.

**e. Economy and Efficiency**

[53] This factor considers how the position will interact with other employees and how the position will take direction. This analysis is arguably part of industrial stability. As noted, the position is part of a blended work environment. The out-of-scope manager instructs individuals in both units, and the position would interact with both units. This factor is neutral.

**f. Broader, More Inclusive Bargaining Units**

[54] Both units are all employee units that are broadly defined. The Board agrees with the following comments of the Board in *SaskPoly #1*:

*[37] In the present application, neither bargaining unit can be characterized as a middle management bargaining unit. In the present application, both of the competing bargaining units find their genesis in statutory prescription. Both bargaining units are "all employee" units. In this workplace, there are two (2) equally inclusive bargaining units, with membership theoretically and/or historically determined or assigned depending on whether a position's duties are primarily "academic" in nature or involve the provision of "professional services". As a consequence, this factor is not applicable in the present application.*

[55] This factor is neutral in the analysis.

**g. Safety**

[56] There are no safety issues raised by assignment to either unit. This factor is neutral.

**h. Employer Preference**

[57] The Board in *SaskPoly #2* stated the following in relation to employer preference:

*[70] Nor will the Board give consideration to the Employer's stated preference for the positions to be placed in the SGEU unit. The determination of an appropriate unit of employees for collective bargaining has always been one of the primary responsibilities of this Board. That responsibility cannot be delegated to employers to choose what unit a particular employee or group of employees is to be represented.*

[58] While the Board agrees that it is the Board's responsibility to determine assignment, it is unclear why the Board adopted a factor that it then ruled to be inapplicable in all circumstances. In this case, likely in response to the Board's direction, *SaskPoly* has expressed no preference and the factor is neutral.

[59] SPFA has argued that *SaskPoly* is subtly seeking for the position to be assigned to the SGEU unit. The Board does not find that to be the case. The removal of the word indigenous from the job description appears more related to delineating the work from the work already performed by existing positions.

[60] Further, upon review of the Ontario case law referenced in *SaskPoly #2*, the Board disagrees with the above comments on employer preference from *SaskPoly #2*. An employer is permitted to have a preference and the Board will consider it as a factor as long as it is based on

valid concerns. To be considered a factor, employer preference must be “grounded in valid labour relations or operational concerns”, *Communications, Energy and Paperworkers of Canada, Local 92 v. AbitibiBowater Canada Inc.*, 2009 CanLII 71649 (ON LRB), at para 35. It is not an abdication of the Board’s authority to consider an employer’s perspective on potential labour relations and operational impacts of position assignment.

**Conclusion:**

**[61]** The SPFA unit is historically the carve out from the SGEU unit. The Board agrees that the default position is that SPFA must rebut that a position belongs in the SGEU unit.

**[62]** The Board finds that due to greater community of interest and similarity to positions in the SPFA unit that the SPFA has rebutted the presumption in this case.

**[63]** The Board finds this to be a close call dependent on how the position is performed. As such, the Board is only willing to assign this position on a provisional basis. If the performance of the position ends up bearing closer resemblance to the Student Engagement Coordinator than the Indigenous Services Centre Coordinator, this may be an assignment that should be re-visited.

**[64]** The parties asked for more clarity in how they should determine position assignment between the units. Based on the current Certification Orders, the Board is unable to provide clarity other than SGEU presumptively has positions unless the SPFA can demonstrate that the remaining factors support a position’s inclusion in its unit. Greater clarity would require amending one or both of the bargaining unit descriptions, which has not been applied for.

**[65]** Pursuant to section 6-115 of the Act, the decision of the Board is final subject to reconsideration. The Board is aware of various public announcements about staffing changes at SaskPoly. The Board does not know how any of these changes relate to the Belonging Coordinator and leaves it to the parties to determine whether the staffing changes at SaskPoly have had a material effect on the position assignment either on a provisional or final basis.

**[66]** 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.

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

**DATED** at Regina, Saskatchewan, this **16th** day of **March, 2026**.

**LABOUR RELATIONS BOARD**

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Kyle McCreary  
Chairperson