LEANNE NYESTE, Applicant v UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPEFITTING INDUSTRY OF THE UNITED STATES AND CANADA, LOCAL 179, Respondent and SASKATCHEWAN PIPING INDUSTRY JOINT TRAINING BOARD, Respondent

LRB File No.: 057-26; April 29, 2026
Chairperson, Kyle McCreary (sitting alone pursuant to subsection 6-95(3) of *The Saskatchewan Employment Act)*
Citation: *Nyeste v UA Local 179*, 2026 SKLRB 24

The Applicant, Leane Nyeste: Self-represented

Counsel for the Respondents, United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 179 and Saskatchewan Piping Industry Joint Training Board: Lindsay N. Hjorth

Duty of Fair Representation – New Process for applications – Stage 1 review for summary dismissal – Application summary dismissed – Application discloses no reasonable cause of action – Documents incorporated by reference and included in application disclose that Union considered facts of case and came to a conclusion on the merits

REASONS FOR DECISION

Background:

[1] Kyle McCreary, Chairperson: This spring, the Board amended *The Saskatchewan Labour Relations Board Regulations*, RRS c S-15.1 Reg 11 ("*the Regulations*"), and brought in a new process for the review and processing of duty of fair representation complaints. Under Section 19.1 of *the Regulations*, applications under ss. 6-58 and 6-59 of *The Saskatchewan Employment Act*, SS 2013, c S-15.1 ("the Act"), are subjected to initial review of the Board. This is the Board's initial review of an application of Leanne Nyeste ("L. Nyeste").

[2] On March 16, 2026, L. Nyeste filed an application pursuant to ss. 6-58 and 6.59 of the Act against the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 179 ("UA Local 179") in relation to employment with the Saskatchewan Piping Industry Joint Training Board ("the Employer").

[3] On March 23, 2026, the Board advised the parties that it had reviewed the application pursuant to s. 19.1 of *the Regulations* and was inviting submissions on whether the application should be summarily dismissed.

[4] L. Nyeste filed submissions arguing that the matter should not be summarily dismissed because the pleadings disclose that UA Local 179 failed to investigate or assess the grievances. L. Nyeste argues that there is a basis for finding the duty was owed because compensation was in line with union agreements, union dues were deducted, and the position was treated as part of a union environment.

[5] UA Local 179 and the Employer filed joint submissions. The submissions argue that there is no applicable collective agreement and that UA Local 179 was not the bargaining agent for L. Nyeste.

[6] The Board assumes the following facts from the application and incorporated documents are true for the purpose of this decision.

[7] L. Nyeste was employed with the Employer from February 2024 until layoff on December 12, 2025. The Employer laid L. Nyeste off due to shortage of work.

[8] L. Nyeste's wage with the Employer was based on the Commercial Core Agreement. It has not been pled that UA Local 179 is certified or has a collective agreement with the Employer. The Board has reviewed its records to ensure that this is not simply an omission, and the Board does not have record of a certification order for UA Local 179 and the Employer.

[9] L. Nyeste became a member of UA Local 179 in September 2024. L. Nyeste paid dues to UA Local 179 and was entitled to benefits and pension related to membership.

[10] On December 15, 2025, L. Nyeste raised concerns about the layoff with UA Local 179, and the union advised to raise the concerns with the Employer.

[11] On January 3, 2026, L. Nyeste forwarded three grievances to UA Local 179 related to the layoff, alleged harassment, and unpaid wages.

[12] On January 6, 2026, Mitch Grenier, Business Agent with UA Local 179 provided the following response:

> *I have received and reviewed your request for representation for three grievances; at this time, we do not see anything that justifies Union representation. First Grievance "shortage of work" you were laid off Due to shortage of work your employer to date has not filled your position and as per conversation with your employer the JTAC won't be looking to fill your position for some time to come, second grievance "harassment" we would require proof of this and it should have been brough to the Local Union within 48 hrs. as per Article 15. Third grievance "unpaid lunch breaks", this also should have been brought to the Local Union with proof within 48 hrs. as per Article 15.*

[13] On January 25, 2026, L. Nyeste contacted the national office of the United Association of Journey and Apprentice of the Plumbing and Pipefitting of the United States and Canada ("UA Canada") requesting a review and intervention in UA Local 179's response to the grievance requests. On January 27, 2026, UA Canada responded as follows:

> *This is in response to your "Notice of Duty of Fair Representation," in which you allege you were improperly laid off from your position as an administrative assistant with the Saskatchewan Piping Industry Joint Training Board ("SPIJTB") and in which you request UA intervention to place "grievances" you and a former colleague submitted to Local 179 before the Local 179 Executive Board and to remove Business Manager Mike McLean from any involvement in handling those "grievances." In support of your requests, you allege that you mailed grievances regarding your layoff from SPIJTB to Local 179 but that Brother McLean refused to advance them to the Executive Board, advising you to instead pursue the matter directly with your former employer, SPIJTB, which is a legally distinct entity from Local 179 that is governed by a joint labor-management board of trustees.*
>
> *In the UA, local unions have autonomy to manage their own daily affairs and business operations under the direction of their Business Manager. As such, the UA generally does not intervene in local disputes of this kind, and I see no basis to do so in this case. There was no collective agreement between Local 179 and SPIJTB covering your employment with SPIJTB and you were not a member of any Local 179 represented unit at SPIJTB. As such, I do not see any basis on which Local 179 would have a duty to represent you with respect to your employment-related disputes with SPIJTB. Such a duty does not arise from membership in Local 179 alone.*
>
> *I also note that, in cases (unlike this one) where a UA Local Union has a duty to process an employee's grievance, the Business Manager handles the grievance (assisted by his or her agents)-not the Local Union's Executive Board. Section 103 of the UA Constitution is clear on this point. Indeed, every collectively bargained grievance procedure of which I'm aware requires step-by-step escalation between the union's business agents and the employer.*
>
> *The final step under such procedures is binding arbitration before a neutral arbitrator or arbitration board-again, not a Local's Executive Board. Because Local 179 was not your legal bargaining representative with respect to your employment with SPIJTB, Brother McLean's position -that any complaints regarding SPIJTB should be addressed directly with SPIJTB rather than the Local Executive Board-seems correct.*
>
> *For these reasons, I must deny your requests for UA intervention in this matter.*

[14] On February 20, 2026, UA Canada responded to further inquiries from L. Nyeste and reiterated its position.

Relevant Statutory Provisions:

[15] The Board's process for reviewing duty of fair representation applications is set out in s. 19.1 of *the Regulations*:

> ***Procedure for certain applications***
> ***19.1****(1) Subject to subsections (2) and (3), on receipt of an application that a union has contravened section 6-58 or 6-59 of the Act, the board shall determine whether or not the application, on its face, discloses an arguable case that the contravention occurred.*
>
> *(2) If the board determines that an application mentioned in subsection (1), on its face, does not disclose an arguable case or is frivolous, vexatious or otherwise an abuse of the board's process, the board shall invite the applicant and any responding parties to file written submissions to the board on whether the application should be summarily dismissed.*
>
> *(3) If the board determines that the application discloses an arguable case that the contravention has occurred, the board shall:*
>
> > *(a) provide notice of the application to the union against which the application is made and any other responding party;*
> >
> > *(b) invite the union mentioned in clause (a) and any other responding party to submit to the board a reply to the application; and*
> >
> > *(c) on consideration of the reply mentioned in clause (b), dismiss the application, invite further written submissions, refer the application to a pre-hearing conference or refer the application to the board for a hearing*

[16] The duty of fair representation is pursuant to s. 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.*

[17] The Board's authority to summarily dismiss for no arguable case is pursuant to s. 6-111(p):

> ***Powers re hearings and proceedings***
> ***6-111****(1) With respect to any matter before it, the board has the power:*
> . . .
> > *(p) to summarily dismiss a matter if, in the opinion of the board, there is a lack of evidence or no arguable case;*

Analysis and Decision:

First Stage Review

[18] Pursuant to s. 19.1 of *the Regulations*, the Board now conducts initial reviews of all applications under ss. 6-58 and 6-59. This review process permits the Board to exercise its summary dismissal powers at an early stage where appropriate to promote efficient decision making and reserve Board and party resources for cases that pass initial summary review.

[19] Practice Note 10 describes First Stage Review as follows:

> *Upon the receipt of an application under section 6-58 or 6-59, the Board will conduct an initial review to determine whether the application on its face discloses a reasonable cause of action. If the Board determines that the application may not disclose a reasonable cause of action, it will ask the parties for written submissions on whether the application should be summarily dismissed. The Board will consider these submissions and may either summarily dismiss or move to the application to the next stage of review.*

[20] The Board is exercising its powers to potentially summarily dismiss under a First Stage Review. The primary difference between a regular summary dismissal application and this review is that this review only permits a binary choice. That is, the application is either dismissed completely, or it is advanced to the next stage of review. The *Regulations* only provide for dismissal, not for engaging in amendments to pleadings or the striking of portions of applications. Therefore, the Board should only engage in a First Stage Review in the clearest of cases and only dismiss where it is plain and obvious that there is no arguable case on any of the issues raised in an application.

Summary Dismissal

[21] The Board is applying its summary dismissal powers in this review and will apply the test it has long followed for summary dismissal from *Roy v Workers United Canada Council,* 2015 CanLII 885 (SK LRB). Under the Board's approach to summary dismissal, the facts in an application are assumed to be true, and when those facts are read generously, a claim is only summarily dismissed where it is plain and obvious that a claim discloses no reasonable cause of action. The Board does not weigh evidence in determining whether it is plain and obvious, nor does the Board generally consider novel points of law.

Lack of a collective bargaining agreement

[22] The primary basis UA Local 179 and the Employer argue for summary dismissal is that the preconditions of s. 6-59 are not met. Specifically, there is no collective bargaining relationship between UA Local 179 and the Employer.

[23] The Board in *COPE, Local 397 v Kerr*, 2025 SKLRB 25 (CanLII), commented on the restriction of the duty to collective bargaining and Part VI rights at paragraph 34:

> *[34] The duty of fair representation is a duty owed by the Union in its representation of members in relation to collective bargaining and Part VI rights: Saskatchewan Government and General Employees' Union v Lapchuk, 2025 SKKB 53 (CanLII); Ha v Saskatchewan Polytechnic Faculty Association, 2024 CanLII 126796 (SK LRB); J.C. v Regina Police Association Inc., 2023 CanLII 99838 (SK LRB). For the duty to apply, the case must relate to the matters set out in s. 6-59. This case is not; it is about internal operations of the Union.*

[24] The Respondents rely on the comments of the Ontario Board in *Brown v. Ontario Public Service Employees Union*, 2004 CanLII 14639 (ON LRB), at paragraph 14:

> *The duty of fair representation under section 74 normally only extends to members of the bargaining unit. If an applicant is not a member of the unit at the time of the alleged violation of section 74, the Board has held that it does not have jurisdiction to deal with the application (see Barry Fraser, [1986] OLRB Rep. Nov. 1511 and the cases cited therein). This is so because the duty of fair representation, as set out in section 74, arises out of and as a consequence of the exclusive power given to a union to act as spokesperson for employees in a bargaining unit. (see Canadian Merchant Service Guild v. Gagnon (1984) 1984 CanLII 18 (SCC), 9 DLR (4th) 641 (S.C.C.)).*

[25] The statutory pre-conditions of s. 6-59 are set out in subsection 6-59(1). An individual must be an employee or a former employee and a member of a union that is the employee's bargaining agent with an employer in relation to Part VI or a collective agreement. L. Nyeste was an employee and a member of a union, however, the facts pled do not establish that UA Local 179 was L. Nyeste's bargaining agent. No collective agreement (voluntary or pursuant to a certification order) has been pled between the Employer and UA Local 179 and there are no facts that UA Local 179 was seeking to represent L. Nyeste pursuant to Part VI. The facts pled do not meet the statutory preconditions of the duty of fair representation.

[26] L. Nyeste argues that the Board arguably has jurisdiction because union dues were paid and compensation and benefits followed an agreement that the Employer was not a party to. Union membership is only one precondition, and it is not disputed by UA Local 179 that that condition is met.

[27] Under s. 25.1 of *The Trade Union Act*, RSS 1978, c T-17, the Board's jurisdiction on duty of fair representation matters was restricted to the certified trade union. That restriction has arguably been removed in the current wording of s. 6-59. The duty arguably extends to voluntary recognition agreements and other forms of representation for collective bargaining. The question of the breadth of s. 6-59 is a novel point of law that should not be resolved on summary dismissal. Assuming that s. 6-59 applies to voluntary recognition situations, the Board finds that the fact of a voluntary recognition agreement being in place has not been pled. The Board reads the assumed facts generously; however, this does not extend to assuming facts that have not been pled.

[28] Similarly, as it relates to s. 6-58, the facts pled do not support a claim under that section. Under subsection 6-58(1), there is a requirement for the union to be a bargaining agent. Under subsection 6-58(2), the union must be imposing discipline or impacting the membership status of a member, there are no facts pled that UA Local 179 has engaged in activity covered by that subsection.

Review of the Grievances

[29] For completeness, the Board will also address whether the facts pled disclose a breach in the manner UA Local 179 reviewed the potential grievances.

[30] The Court of King's Bench in *Saskatchewan Government and General Employees' Union v Lapchuk*, 2025 SKKB 53 (CanLII), discussed the history and scope of the duty of fair representation at paras 98-104:

> *[98] To put the decisions made by the SLRB in context, it is necessary to review the nature of the union's duty of fair representation. With this area too, there is no dispute on the law to be applied nor that was applied by the SLRB. The Saskatchewan Employment Act, SS 2013, c S-15.1 sets forth the requirement of a union's duty of fair representation together with the manner in which that duty is to be carried out:*
>
> > *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.*
>
> *[99] In Hartmier v Saskatchewan Joint Board Retail Wholesale and Department Store Union and Retail, Wholesale and Department Store Union. Local 955, 2017 CanLII 20060*

(Sask LRB) [Hartmier] Mitchell, Vice-Chairperson (as he then was) provided a helpful historical review of the duty of fair representation:

> *1. Brief Historical Review of Duty of Fair Representation*
>
> *[138] Section 6-59 of the SEA [The Saskatchewan Employment Act] is the successor to section 25.1 of the TUA [The Trade Union Act, RSS 1978, c T-17 (rep)], the provision interpreted and applied in much of the Board's large body of jurisprudence respecting the duty of fair representation. Section 25.1 obliged a trade union to represent its members "in grievance or rights arbitration proceedings…in a manner which is not arbitrary, discriminatory, or in bad faith". In Gilbert Radke v Canadian Paperworkers Union, [1993] 2nd Quarter, Sask. Labour Rep. 57, LRB File No. 262-92, for example, the Board explained the rationale for imposing such a duty on a union in respect of employees for whom they enjoy bargaining rights. The Board stated at page 61:*
>
> *The notion that a union owes a duty to those it represents to represent them fairly arose relatively early in the history of the interpretation of collective bargaining legislation in North America. As the legislation conferred the exclusive right to represent all employees in a group delineated as an appropriate bargaining unit, once a majority of those employees had selected a trade union, it was considered logical to impose on that trade union an obligation to be even-handed in its representation of all employees in the bargaining unit, including those who had opposed the selection of that union, had not become members of the union, or who were, for some reason in a minority within the bargaining unit. The union acquired exclusive status as a legal representative of all employees in a bargaining unit; in recognition of the degree of influence this gave the union over interests important to all employees, labour relations boards and courts imposed on it a duty to represent all employees fairly and without discrimination.*
>
> *[Emphasis in original]*

[100] As indicated in the above quote, these historical origins actually begin almost 100 years ago in the United States of America. Morgana Kellythorne in her article "Toward a Theory of the Duty of Fair Representation" (2003) 9 Appeal: Review of Current Law and Law Reform 32, 2003 CanLIIDocs 59 at 33 sets out further detail which assists in understanding the nature of the union's duty in this regard:

> *Historical Origins of the DFR [duty of fair representation]*
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> *The DFR originated in the 1940s in the American case, Steele v. Louisville & Nashville Railroad [323 US 192 (1944) [Steele]]. The U.S. Supreme Court stated that the DFR is an obligation inherent in the statutory grant of exclusive representation status to a trade union, because "the exercise of a granted power to act on behalf of others involves the assumption toward them of a duty to exercise the power in their interest and behalf." [Steele at 202] The trade union in question excluded black members of the bargaining unit and denied them seniority rights. The Supreme Court was faced with a dilemma, as it sought to combat this blatant racism without the assistance of anti-discrimination legislation, which did not yet exist.' Thus, the identification of an inherent statutory DFR was outcome-driven in the face of a concrete legal problem, and drew on elements of trust law.*
>
> *In the U.S., the DFR then expanded beyond providing protection from racial discrimination in negotiation of collective agreements, and was applied to unions' processing of grievances and application of terms of existing collective agreements. By 1962, the National Labor Relations Board decided that a violation of the duty constituted an unfair labour practice. Finally, in 1967, the U.S. Supreme*

> *Court expressed the duty in a positive test in Vaca v. Sipes [386 US 171 (1967)]: "A breach of the statutory duty of fair representation occurs only when a union's conduct toward a member of the collective bargaining unit is arbitrary, discriminatory, or in bad faith [emphasis added]." The Vaca v. Sipes test remained a cornerstone of the DFR after its importation to Canada.*
>
> *[Footnotes omitted]*
>
> *[Emphasis in original]*

[101] This rich history then led to the development of the principles of the duty of fair representation as set forth by the Supreme Court of Canada in the oft-cited decision of Canadian Merchant Service Guild v Gagnon, 1984 CanLII 18 (SCC), [1984] 1 SCR 509 at 527 [Gagnon]:

> *The following principles, concerning a union's duty of representation in respect of a grievance, emerge from the case law and academic opinion consulted.*
>
> *1. The exclusive power conferred on a union to act as spokesman for the employees in a bargaining unit entails a corresponding obligation on the union to fairly represent all employees comprised in the unit.*
>
> *2. When, as is true here and is generally the case, the right to take a grievance to arbitration is reserved to the union, the employee does not have an absolute right to arbitration and the union enjoys considerable discretion.*
>
> *3. This discretion must be exercised in good faith, objectively and honestly, after a thorough study of, the grievance and the case, taking into account the significance of the grievance and of its consequences for the employee on the one hand and the legitimate interests of the union on the other.*
>
> *4. The union's decision must not be arbitrary, capricious, discriminatory or wrongful.*
>
> *5. The representation by the union must be fair, genuine and not merely apparent, undertaken with integrity and competence, without serious or major negligence, and without hostility towards the employee.*

[102] The duty of fair representation does not compel a detailed evaluation of the actions of the union nor does it envision necessarily a second guessing of the decisions of the union. As well, that duty does not elevate the Union's actions to a requirement of achieving perfection or even of acting without negligence. As a result, the SLRB is not to merely sit in appeal of any decisions taken by SGEU. In Haley v C.A.L.E.A. (No. 1), 1981 CarswellNat 602 (WL) (Can LRB), this principle was put as follows:

> *30 It is not the Board's task to reshape union priorities, allocate union resources, comment on leadership selection, second guess its decisions, or criticize the results of its bargaining. It is our task to ensure it does not exercise its exclusive majoritarian based authority unfairly or discriminatorily. Union decision makers must not act fraudulently or for improper motives such as those prohibited by human rights legislation or out of personal hostility, revenge or dishonesty. They must not act arbitrarily by making no or only a perfunctory or cursory inquiry into an employee's grievance. The union's duty of fair representation does not guarantee individual or group union decision makers will be mature, wise, sensitive, competent, effectual or suited for their job. It does not guarantee they will not make mistakes. The union election or selection process does not guarantee competence any more than the process does for those selected to act in other*

> *democratic institutions such as Parliament or appointees to administrative agencies.*
>
> *31 But the law does not condone all good faith action. Some action or inaction is such a total abdication of responsibility it is no longer mere incompetence — it is a total failure to represent (e.g. Forestell and Hall [41 di 179, [1980] 3 Can LRBR 491], supra. Some conduct is so arbitrary or seriously (or grossly) negligent it cannot be viewed as fair. This is especially so when a critical job interest of an individual is at stake.*

[103] In Zalopski v Canadian Union of Public Employees, Local 21, 2017 CanLII 68784 (Sask LRB), a summary of the guiding principles for determining a fair representation case was provided, thereby developing the application of the principles set forth in the preceding citation and providing specific examples of limitations of the union's duty in this regard:

> *[40] The Applicant in this case complains that the Union failed to represent him fairly in the prosecution of his promotional grievance. Many, if not most, duty of fair representation claims allege that a member's union failed to prosecute his or her grievance appropriately. It is not surprising, then, that a large body of jurisprudence has evolved about what principles should guide a labour relations board when assessing the merits of such claims. A helpful summary of these principles is found in Mwemera v United Brotherhood of Carpenters and Joiners of America, Local Union No. 2010 [2016 CanLII 8866 (AB LRB), aff'd 2017 ABQB 286]. There the Alberta Board stated as follows at para. 20:*
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> *This Board's decision in Reid v United Steelworkers of America Local Union No. 7226, [2000] Alta. L.R.B.R. LD-064 (at para. 3) summarizes some of the key principles underlying the duty of fair representation:*
>
> - *The Union need not take every grievance to arbitration. It need not take a grievance to arbitration just because the grievor asks the Union to do so. The Union is entitled to assess the merits of the grievance, the chances of success at arbitration, the costs of the arbitration process and other factors when deciding whether or not to advance a grievance to arbitration.*
>
> - *The Board focuses its examination on the Union's conduct and considerations while the Union represented the employee and in making its decision, rather than on the merits of the grievance, which is the question an arbitrator would answer.*
>
> - *The Union is entitled to make a wrong decision, as long as it fairly and reasonably investigates the grievance and comes to an informed decision.*
>
> - *The Union must give the employee a fair opportunity to present the employee's own case to the Union and to provide input on the result of the Union's investigation.*
>
> - *The Union should communicate fairly with the employee about all aspects of its representation. Communication with the employee can play a significant role in representation, but the union need not take direction from the employee or answer all questions to the employee's satisfaction nor must it act within the employee's time limits.*
>
> - *A Union does not breach its duty of fair representation just because it reaches a conclusion with which the employee does not agree.*

> *[41] It is important to recall, as well, that the function of this Board in such matters is not to "second guess" or "sit on appeal" of a union's handling of a member's grievance. As Chairperson Love reminded us in Owl v Saskatchewan Government and General Employees' Union [:*
>
> *It is clear that a Union has carriage of grievances or, as has sometimes been stated, owns the grievance. It is also clear that the Board will not sit "on appeal" of a Union's decisions in how it conducts a grievance. At paragraph [24] of [Taylor v Saskatchewan Government and General Employees' Union 2011 CanLII 27606 (SK LRB)] the Board said:*
>
> *With respect to the Applicant's complaint that the Union should have called more or different witnesses, this Board has previously stated that we will not, with the benefit of hindsight, sit "on appeal" of a trade union's decision on how it conducts its arbitrations, including which witnesses should been called, and/or what evidence should have been tendered and/or what arguments should have been advanced or abandoned, as the case may be. [Citations omitted.]*
>
> *[Emphasis in original]*
>
> *[104] In Hartmier, Mitchell, Vice-Chairperson, cites the following comments in Hargrave v Canadian Union of Public Employees, Local 3833, 2003 CanLII 62883 (Sask LRB) describing what is meant by the use of the word "arbitrary" with respect to the duty of fair representation:*
>
> *[28] …*
>
> *The concept of arbitrariness, which is usually more difficult to identify than discrimination or bad faith, is not equivalent to simple errors in judgment, negligence, laxity or dilatoriness. In Walter Prinesdomu v. Canadian Union of Public Employees, [1975] 2 CLRBR 310, the Ontario Labour Relations Board stated, at 315:*
>
> *It could be said that this description of the duty requires the exclusive bargaining agent to "put its mind" to the merits of a grievance and attempt to engage in a process of rational decision making that cannot be branded as implausible or capricious.*
>
> *This approach gives the word arbitrary some independent meaning beyond subjective ill will, but, at the same time, it lacks any precise parameters and thus is extremely difficult to apply. Moreover, attempts at a more precise adumbration have to reconcile the apparent consensus that it is necessary to distinguish arbitrariness (whatever it means) from mere errors in judgment, mistakes, negligence and unbecoming laxness.*

[31] The Board has also discussed the duty in several recent cases including *Livingston v CUPE*, 2025 SKLRB 18 (CanLII), *ATU, Local 588 v Nezamloo*, 2025 SKLRB 22 (CanLII), *Christiaens v IBEW*, 2026 SKLRB 1 (CanLII), *HSAS v Orell-Bast*, 2026 SKLRB 17 (CanLII), *Amalgamated Transit Union, Local 615 v Jose James and City of Saskatoon*, 2026 SKLRB 20 (CanLII), and *Mustafa v SEIU-West*, 2026 SKLRB 22 (CanLII).

[32] The response of UA Local 179 incorporated by reference in to the application does not disclose a breach of s. 6-59. UA Local 179 considered the issues raised by L. Nyeste and provided a reasoned response. There is nothing in the response that indicates conduct within the Board's jurisdiction to review. L. Nyeste argues that there was no investigation, however, the response incorporated into the application clearly references conversation with the Employer and thus an investigations by UA Local 179. The other issues were not pursued based on UA Local 179's interpretation of the collective agreement that the applicant asserts applies. The Board does not review the correctness of a decision. The duty of fair representation requires more than the pleading of errors in analysis, as recently stated in *IUOE Local 870 v Copeman,* 2026 SKLRB 12 (CanLII):

> *[11] The Board has noted that a union does not have to make the correct decision on a file, it is permitted to make mistakes, Scheller v UFCW, 1400, 2025 SKLRB 27 (CanLII) and Ha v Saskatchewan Polytechnic Faculty Association, 2024 CanLII 126796 (SK LRB). A decision of a union not to grieve or proceed with a grievance must rise above a difference of opinion or a different evaluation of the evidence to a failure to properly evaluate to constitute a breach of the duty.*
>
> *[12] A union is not required to grieve a case. It is also not a breach of the duty for a union to make a decision a member disagrees with. A union must fairly consider a case and make a fair decision..*

Conclusion:

[33] As a result, with these Reasons an Order will issue that the Application in LRB File No. 057-26 is summarily dismissed.

[34] Subject to subsection 6-115(3), this decision of the Board is final.

[35] 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 **29th** day of **April, 2026.**

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson