CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 882, Applicant v THE CITY OF PRINCE ALBERT, Respondent

LRB File No. 089-26; May 1, 2026
Chairperson, Kyle McCreary; Board Members: Randy Powers and Brian Barber
Citation: *CUPE, 882 v City of Prince Albert*, 2026 SKLRB 25

Representative for the Applicant, CUPE, Local 882: Craig Thebaud

Counsel for the Respondent, City of Prince Albert: Kit McGuinness

Interim Relief – Employer allegedly refusing to bargain – Relief requesting Employer to bargain dismissed – Arguable cased of s. 6-7 violation established – Balance of convenience favours dismissing the application as granting relief would effectively grant final relief

REASONS FOR DECISION

Background:

[1] **Kyle McCreary, Chairperson:** The Canadian Union of Public Employees, Local 882 ("the Union") has applied for the following interim relief against the City of Prince Albert ("the Employer") in LRB File No. 089-26:

> a. *An order of the Saskatchewan Labour Relations Board for the City of Prince Albert to immediately commence collective bargaining with the Canadian Union of Public Employees Local 882 to negotiate amendments to their Collective Bargaining Agreement*

[2] The Union in LRB File No. 078-26 filed an unfair labour practice against the Employer which seeks the following relief:

> a) *A declaration that an unfair labour practice has been committed by the Employer;*
> b) *An order that the Employer immediately begin collective bargaining with the Union;*
> c) *Any other order that may be required to remedy the breach of The Saskatchewan Employment Act; and*
> d) *Any other order the Saskatchewan Labour Relations Board deems appropriate.*

[3] The unfair labour practice was filed on April 9, 2026. The Employer's reply was filed on April 20, 2026. This interim relief application was filed on April 22, 2026 and heard on April 30, 2026. This decision was issued the afternoon of May 1, 2026.

[4] The Union was first certified with the Employer in LRB File No. 119-63 in an order dated October 1, 1963. The certification order has been amended several times most recently on May 25, 2023, in LRB File No. 118-22.

[5] On August 28, 2025, the Union filed an amendment application seeking to bring numerous positions into the bargaining unit.

[6] On September 12, 2025, the Prince Albert Management Association ("PAMA") filed a change in representation application seeking to represent many of the positions that the Union was seeking. The change in representation and amendment applications are scheduled to be heard this summer and early fall.

[7] The collective bargaining agreement between the Employer and the Union expired on December 21, 2025. The Union gave notice to bargain on September 9, 2025.

[8] The Union alleges that it offered bargaining dates in January, February, March, and April 2026. On April 7, 2026, the Employer advised the Union that it would be prepared to bargain once the PAMA change in representation application and the Union's amendment application were determined.

Relevant Statutory Provisions:

[9] CUPE's unfair labour practice application relates the duty to bargain in good faith under s. 6-7, which reads:

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

[10] The timing of bargaining a renewal is governed by s. 6-26, which reads:

> ***Commencing collective bargaining – renewal or revision***
> ***6-26****(1) Before the expiry of a collective agreement, either party to the collective agreement may give notice in writing to the other party within the period set out in subsection (2) to negotiate a renewal or revision of the collective agreement or a new collective agreement.*
> *(2) A written notice pursuant to subsection (1) must be given not less than 60 days nor more than 120 days before the expiry date of the collective agreement.*
> *(3) If a written notice is given pursuant to subsection (1), the parties shall immediately engage in collective bargaining with a view to concluding a renewal or revision of a collective agreement or a new collective agreement.*

[11] A refusal to bargain is potentially a breach under s. 6-62(1)(d). A breach of s. 6-7 or 6-26(3) constitutes an unfair labour practice pursuant to s. 6-63(1)(h). The relevant portions of s. 6-62 are:

> ***6-62****(1) It is an unfair labour practice for an employer, or any person acting on behalf of the employer, to do any of the following:*
> *…*
> *(d) to fail or refuse to engage in collective bargaining with representatives of a union representing the employees in a bargaining unit whether or not those representatives are the employees of the employer;*
>
> *…*
>
> *(r) to contravene an obligation, a prohibition or other provision of this Part imposed on or applicable to an employer.*

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

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

[13] The Board's authority to accept affidavit evidence on this matter is pursuant to s. 6-111(1)(e):

> ***6-111****(1) With respect to any matter before it, the board has the power:*
> ***. . .***
>
> *(e) to receive and accept any evidence and information on oath, affirmation, affidavit or otherwise that the board considers appropriate, whether admissible in a court of law or not;*

[14] *The Saskatchewan Labour Relations Board Regulations*, RRS c S-15.1 Reg 11 ("the Regulations") set specific requirements for applications for interim relief:

> ***Application for an interim order***
> ***15****(1) An employer, union or other person that intends to apply to the board for an interim order or decision pursuant to clause 6-103(2)(d) of the Act shall file:*
>
> *(a) an application in Form 12 (Application for Interim Relief);*

(b) an affidavit of the applicant or other witness in which the applicant or witness identifies with reasonable particularity:

(i) the facts on which the alleged contravention of Part VI of the Act, the regulations made pursuant to Part VI of the Act or an order or decision of the board is based, including referring to any provision of the Act or regulations that is alleged to have been contravened;

(ii) the party against whom the interim relief is claimed; and

(iii) any exigent circumstances associated with the application or the granting of the interim relief;

(c) a draft of the order sought by the applicant in Form 13 (Draft Interim Order); and

(d) any other material that the applicant considers necessary for the purposes of the application.

(2) Subject to subsection (3), every affidavit filed pursuant to clause (1)(b) must be confined to those facts that the applicant or witness is able of the applicant's or witness's own knowledge to prove.

(3) If the board is satisfied that it is appropriate to do so because of special circumstances, the board may admit an affidavit that is sworn or affirmed on the basis of information known to the person swearing or affirming the affidavit and that person's belief.

(4) If an affidavit is sworn or affirmed on the basis of information and belief in accordance with subsection (3), the source of the information must be disclosed in the affidavit.

(5) Before filing an application pursuant to this section, the applicant shall contact the registrar and, on being contacted, the registrar shall set a date, time and place for the hearing.

(6) On being notified pursuant to subsection (5) of the date, time and place of the hearing, the applicant shall serve a copy of the application and all other material mentioned in subsection (1) on the party against whom the interim relief is claimed at least 3 business days before the date set for the hearing.

(7) Before the hearing, the applicant shall file with the board proof of service of the application and the material mentioned in subsection (1) in accordance with subsection (6).

Analysis and Decision:

Test for Interim Relief

[15] The Board applies a two-part test when determining whether to grant interim relief. The two parts are (i) has an applicant established that is there an arguable case; and (ii) does the balance of convenience and balance of harms favour granting interim 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); *United Steel, Paper and Forestry,*

Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union v NSC Minerals Ltd., 2024 CanLII 14549 (SK LRB)("*NSC Minerals*"), and *Saskatchewan Government and General Employees' Union v. Saskatchewan (Government)*, 2010 CanLII 81339 (SK LRB)("SGEU"). This is a truncated version of the three-part test applied by the Court in determining injunctive relief, see: *Turtle v Valvoline Canadian Franchising Corp.*, 2021 SKCA 76 (CanLII), and *Turtle v Valvoline Canadian Franchising Corp.,* 2021 SKCA 76 (CanLII). Instead of considering irreparable harm as a distinct question, it is considered in the balance of convenience.

[16] An arguable case is a low threshold and requires an applicant only to demonstrate that a violation of the act is a more than remote or tenuous possibility, *SGEU* at para 31.

[17] Once an arguable case is established, the focus of the analysis is the balance of convenience. The balance of convenience is a balancing of labour relations harms that would be suffered if the relief is granted or if the relief is denied, *SGEU* at para 32. Once those harms are considered, the Board must balance between the competing harms and consider the objectives of the Act along with any relevant policy considerations. The core of the analysis in a request for interim relief is on the balancing of labour relations harms, and particularly on the balancing of irreparable harms.

[18] Relevant policy considerations can include whether the application has the effect of granting final relief.

Arguable Case

[19] The Board finds the CUPE has demonstrated an arguable case. The Union alleges that the Employer has improperly refused to bargain. The Employer defends on the basis that scope disputes between the Union and PAMA need to be resolved prior to bargaining. At the hearing on this interim application, neither party referenced the Board to cases on whether it is permissible to make scope resolution a precondition of bargaining. The Union relies on the general proposition from *Health Services and Support - Facilities Subsector Bargaining Assn. v. British Columbia*, 2007 SCC 27 (CanLII), [2007] 2 SCR 391 at para 100, that refusing to meet unless procedural preconditions are met is a failure to bargain in good faith. The Employer argues that there is no refusal to bargain, it is simply a deferral until the scope issues are resolved.

[20] Considering that it is impermissible to bargain scope issues to impasse, *UFCW v Sasco Developments Ltd*., 2026 SKLRB 4 (CanLII), the Board finds that it is at least arguable that scope

resolution is an improper precondition to bargaining. The Board finds that the Union has established that it has an arguable case.

Irreparable Harm to the Union

[21] The Union has filed an affidavit in support of its application, and it reads in part:

> *…*
> *I am on the bargaining committee for our bargaining unit. Our local is prepare to begin negotiations, but the employer has refused to book bargaining dates with us. Our members want to conclude bargaining as quickly as possible so we can address our concerns through revisions to the collective bargaining agreement and receive monetary increases in pay.*
>
> *During our last round of negotiations in 2023, the employer offered us a wage increase that was effective on the date of ratification. They tried to use that offer to pressure employees into accepting their offer of settlement, as holding out would delay the implementation of the wage increase. That round of negotiations resulted in a strike from September 11 to December 12.*
>
> *That round of bargaining lasted from October 2022 until December 2023. The collective agreement had expired on December 31, 2021. I believe the delay in starting bargaining contributed to the labour dispute.*
>
> *During our last round of bargaining, employees vocalized concerns around the delay in bargaining and how they needed to settle to get their monetary increases in pay. This put a lot of pressure on the bargaining committee to hold out for a better deal.*
>
> *This round, we want to avoid a lengthy delay in bargaining.*
>
> *Inflation has remained high, and we are currently experiencing spikes in gas prices that we anticipate will ripple through other areas of the economy. We want to finish bargaining as quickly as possible to address our monetary concerns so that our members do not experience drastic reductions in their purchasing power.*
>
> *I can think of no order that would put us in the position we would have been in if the employer had not refused to bargain with us. Therefore, an interim order limits the damage done to CUPE. Without an interim order, we would suffer irreparable harm.*

[22] The Employer raised objections on whether the affidavit is in compliance with s. 15(2) of the Regulations. The Employer objects that the Affidavit is not restricted to personal knowledge and contains a significant amount of opinion and hearsay. The Board finds these objectives well founded. While the Board may admit evidence that does not comply with the rules of evidence, the rationale behind the restrictions in interim applications relate to the nature of the application. An interim application is brought on short notice; a responding party has little time to file responding evidence to supplement or contest the record. The Board must be able to rely primarily on the evidence of the applicant and therefore short of special circumstances, requires

evidence based on personal knowledge. The Board does not find special circumstances present in this case and gives little weight to the evidence that is not in the direct knowledge of the affiant.

[23] The Board would also note that the affidavit discloses that the parties did not start bargaining until October the year following the expiry of the last agreement. The affidavit discloses no specific harm suffered by that delay. The delay is blamed for generalized issues of contributing to the labour dispute and increasing pressure on the bargaining committee to seek a better resolution.

[24] The Union referred the Board to the description of irreparable harm in *Kone Inc. v International Union of Elevator Constructors*, 2020 CanLII 41808 (SK LRB), at para 25:

> *The second stage of the substantive test is whether the balance of convenience favours granting the interim relief pending a hearing on the merits of the underlying application. For this stage, the applicant is required to provide a description of the harm that will ensue if the order is not granted, with a view to demonstrating a meaningful risk of irreparable harm. Irreparable harm is generally considered harm that cannot be compensated through an award of damages.*

[25] The Union also asked the Board to consider the decisions of *Elmi v SEIU-West*, 2025 SKLRB 42 (CanLII)("*Elmi*") and *SEIU-West v Prairie Harm Reduction*, 2026 SKLRB 13 (CanLII), and the harm identified in those decisions that is caused by the failure to bargain.

[26] The Board accepts that the Union has established irreparable harm in that a delay in bargaining is a delay in the exercise of associational and representational rights that generally cannot be compensated in damages. The Board would note that in a mature bargaining relationship a delay in bargaining is an impairment in full exercise rather than the denial it can represent in a new bargaining relationship. Further, the risk of harm to a new unit in delaying bargain is inherently more urgent. While there could also be an urgent risk of harm to a mature unit, that requires specific evidence rather than what can be assumed in a new unit.

Balance of Convenience

[27] The crux of the test for interim relief is a balancing of labour relations harm between granting the relief sought and denying interim relief. In conducting this balancing, the Board considers the urgency of granting the relief, the burden imposed in granting the relief, whether the interim order effectively determines the matter, and whether there is a clear labour relations purpose to the interim order, *NSC Minerals* at para 48.

[28] As noted, the Board accepts that a delay in bargaining causes a risk of irreparable harm to the Union. However, the Board finds that the evidence does not support the level of urgency urged by the Union. The current delay is less than the delay before the start of bargaining in the last round of bargaining. While the Union believes the delay had negative consequences, no specific and immediate potential harms were identified.

[29] The Employer's primary harm identified is bargaining with an uncertain scope. This does present certain labour relations problems, and it is accepted as a risk of irreparable harm.

[30] The Board finds that it is the consideration of other factors more than the relative burdens imposed on the parties. If relief is denied, both parties will remain in the position they are currently in. However, if relief is granted, the underlying unfair labour practice has effectively been decided as the Employer will be forced to bargain prior to being given an opportunity to defend the decision on waiting for the scope disputes to be resolved.

[31] In terms of labour relations purpose, there is a labour relations purpose in promoting bargaining, but that does not outweigh the purpose of ensuring that matters are fairly adjudicated on the merits and matters are not effectively determined on an interim basis. While what amounts to final relief can be granted on an interim basis, it requires a risk of urgent and specific harm. The Board does not find the commencement of bargaining earlier than in the last round in a very mature bargaining relationship to meet the standard of urgent and specific.

[32] The Union argues that the Employer's position on the underlying application is indefensible and the strength of the Union's case supports granting effectively final relief. The Saskatchewan Court of Appeal stated that the relative strength of case is a factor to consider in the balance of convenience in *Mosaic Potash Esterhazy Limited Partnership v Potash Corporation of Saskatchewan Inc*, 2011 SKCA 120 (CanLII) at para 113. The strength of case is but one factor and while the case is clearly arguable, given the lack of governing authority on the question of whether scope resolution is a permissible basis for deferral, the Board does not consider the strength of case to outweigh the policy concern of pre-deciding the merits without an opportunity to present a full defense.

[33] Considering the factors for deciding interim relief, the Board finds the balance weighs in favour of dismissal as the risk of irreparable harm is not of sufficient specificity and urgency to justify granting of relief that would effectively grant final relief.

[34] While unsuccessful in seeking interim relief, the Board views the Union as having raised a serious issue that should be addressed quickly and not deferred until the resolution of the scope dispute. The Board will hear the underlying unfair labour practice on an expediated basis.

[35] As a result, with these Reasons, an Order will issue that the Application for Interim Relief in LRB File No. 089-26 is dismissed, and the Board orders as follows:

a. the unfair labour practice in LRB File No. 078-26 shall be heard by the Board before June 30, 2026;
b. the Union and the Employer shall provide the Registrar with their availability to attend a hearing in that timeframe by 5pm on May 4, 2026; and
c. if the parties' and Board's availability does not permit the hearing to be heard as directed in (a), the application in LRB File No. 078-26 shall be determined by written submissions.

[36] This is a unanimous decision of the Board.

[37] 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 **1st** day of **May, 2026.**

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson