SEIU-WEST, Applicant v SASKATOON TWIN CHARITIES INC. OPERATING AS CITY CENTRE BINGO, Respondent

LRB File No. 069-25; January 21, 2026
Chairperson: Kyle McCreary; Board Members: Curtis Talbot, K.C. and Shawna Colpitts
Citation : *SEIU-West v City Centre Bingo*, 2026 SKLRB 3

Counsel for the Applicant, SEIU-West:	Scott Newell Christina Kerby
Counsel for the Respondent, Saskatoon Twin Charities Inc. operating City Centre Bingo:	John Gormley, K.C.

Unfair Labour Practice – Union alleges Employer failed to bargain with Union bargaining committee – Unfair Labour Practice Found as employer objected to the participation of a former employee which is not permitted by the Act

Unfair Labour Practice – Unfair alleges Employer failed to bargain in good faith – Unfair Labour Practice not found as position not taken to impasse and Employer was not seeking to avoid reaching an agreement

REASONS FOR DECISION

Background:

[1] **Kyle McCreary, Chairperson:** SEIU-West ("the Union") has filed an unfair labour practice against Saskatoon Twin Charities Inc. operating as City Centre Bingo ("the Employer") alleging breaches of Sections 6-7 and 6-62(1)(b) of *The Saskatchewan Employment Act,* SS 2013, c S-15.1 ("the Act"), in the bargaining of a first collective agreement, and in particular alleges that the Employer questioning the participation of Mr. Stadnyk on the bargaining committee, whose employment status was the subject of *SEIU-West v City Centre Bingo*, 2025 SKLRB 34 ("*City Centre Bingo #2*"), constitutes a refusal to bargain. The history of the parties bargaining is fully discussed in *Mary-Anne Beardy v SEIU-West and Saskatoon Twin Charities Inc.*, 2023 CanLII 118987 (SK LRB)("*Beardy*"). The Employer denies the allegations of refusing to bargain and bargaining in bad faith and raises issues of delay and whether the Board should decline to hear the allegations pursuant to s. 6-111(3).

[2] The Board determined that this matter should proceed through written submissions in a decision reported as *SEIU-West v City Centre Bingo*, 2025 SKLRB 39 (CanLII). The parties of

each filed submissions and evidence in accordance with the Board's direction which the Board has reviewed.

[3] For the reasons that follow, the Board finds that the Employer has committed an unfair labour practice under s. 6-62(1)(b).

[4] The Board accepts the evidence filed by both parties. The Board finds no substantial conflict in the evidence of communications filed by both parties. Based on the evidence filed, the Board finds the following facts.

[5] The Union was certified with the Employer in LRB File No. 113-19 on December 12, 2019.

[6] The parties have engaged in bargaining to reach a first collective agreement over the course of several years as discussed in the *Beardy* decision. As of the fall of 2025, the parties have still not reached a first collective agreement.

[7] In November 2024, the Union reached out to the Employer to resume bargaining. On November 27, 2024, the Employer responded in part:

> *To start with, Mr. Stadnyk resigned his employment – he was not terminated. There is currently a legal proceeding (ULP) filed by the Union, which needs to be set for a hearing. As the Employer's position is that Mr. Stadnyk is no longer an employee, you need an employee representative from among the active workers at the table.*

[8] In December 2024, the Employer and Union exchanged correspondence. The Union raised the issue of it determining its own bargaining committee, the Employer did not dispute this but continued to raise the issue of Mr. Stadnyk's employment status.

[9] On January 17, 2025, the Union sent the Employer a comprehensive bargaining proposal. The Union requested a response by January 31, 2025.

[10] On January 20, 2025, the Employer advised they needed time to review the proposal.

[11] The hearing in *City Centre Bingo #2* occurred from February 24-26, 2025.

[12] On February 26, 2025, the Union emailed the Employer raising concerns about the Employer having not responded to its proposal.

[13] On February 27, 2025, the Employer responded to the Union advised that it was a challenge for the Employer to respond until Mr. Stadnyk's status was resolved.

[14] On April 9, 2025, the Union filed the within application.

[15] On April 10, 2025, the Employer indicated a willingness to meet for bargaining but indicated Mr. Stadnyk's participation must be as an observer.

[16] On June 18, 2025, the Employer provided a response to the Union's proposal.

[17] On June 20, 2025, the Employer and Union exchanged correspondence related to scheduling bargaining, the Employer confirmed it took no issue with Mr. Stadnyk's participation.

[18] The parties have filed evidence on the pattern of bargaining further in the year, the Board does not consider it relevant other than there is no further evidence of the Employer taking issue with Mr. Stadnyk's participation.

[19] On July 25, 2025, the Board released its decision in *City Centre Bingo #2*.

Relevant Statutory Provisions:

[20] The duty to bargain in good faith is in s. 6-7 of the Act:

> ***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.*

[21] The unfair labour practice of failure to engage with union representatives is in s. 6-62(1)(d) of the Act:

> ***Unfair labour practices – employers***
> ***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;*

[22] The Board's power to dismiss an unfair labour practice for delay is in s. 6-111(3)-(4):

> ***Powers re hearings and proceedings***
> ***6-111****(1) With respect to any matter before it, the board has the power:*
>
> *. . .*
>
> *(3) Subject to subsection (4), the board may refuse to hear any allegation of an unfair labour practice that is made more than 90 days after the complainant knew or, in the opinion of the board, ought to have known of the action or circumstances giving rise to the allegation.*
>
> *(4) The board shall hear any allegation of an unfair labour practice that is made after the deadline mentioned in subsection (3) if the respondent has consented in writing to waive or extend the deadline.*

[23] The Board's authority to determine any matter without an oral hearing and to accept written evidence and information is in s. 6-111(1)(e) and (q):

> ***Powers re hearings and proceedings***
> ***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;*
>
> *. . .*
>
> *(q) to decide any matter before it without holding an oral hearing;*

Analysis and Decision:

Delay

[24] The Employer has argued that the Board should dismiss this application on the basis of delay. The Board discussed its approach to delay in *Saskatchewan Polytechnic Faculty Association v. Saskatchewan Polytechnic*, 2016 CanLII 58881 (SK LRB) at paras 16-18:

> *[16] This section is substantially the same as section 12.1 of the TUA save that it is not limited to unfair labour practice applications. Over the years inconsistencies in its application emerged, and in Toppin, the Alberta Board established an analytical framework "that best reflects [the Alberta] Board's actual practice".[12] This framework is comprised of five (5) considerations or guidelines. These guidelines, which Chairperson Love for the Board, endorsed in SGEU[13] are:*
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> *1. The 90-day time limit is a legislative recognition of the need for expedition in labour relations matters.*
>
> *2. "Labour relations prejudice" is presumed to exist for all complaints filed later than the 90-day limit.*
>
> *3. Late complaints should be dismissed unless countervailing considerations exist.*

4. The longer the delay, the stronger must be the countervailing considerations before the complaint will be allowed to proceed. There is no separate category of "extreme" delay.

5. Without closing the categories of countervailing considerations that are relevant, the Board will consider the following questions:

> *(a) Who is seeking relief against the time limit? A sophisticated or unsophisticated applicant?*
>
> *(b) Why did the delay occur? Are there extenuating circumstances? Aggravating circumstances?*
>
> *(c) Has the delay caused actual litigation prejudice or labour relations prejudice to another party?*
>
> *(d) And, in evenly balanced cases, what is the importance of the rights asserted? And what is the apparent strength of the complaint? [14]*

[17] This case presents the Board with its first opportunity to interpret and to apply subsections 6-111(3) and (4) of the SEA. To begin, the text of these provisions deviates only slightly and inconsequentially from the text of section 12.1 of the TUA. As there is no discernible substantive difference between these various provisions, we conclude that the principles announced in these cases are equally relevant under the SEA.

[18] From these cases, and the relevant statutory provisions, the following salient principles emerge:

- *Applications alleging an unfair labour practice must be filed within 90 days after the applicant knew or ought to have known about the misconduct giving rise to the allegation (ss.6-111(3)).*

- *The 90 day limitation period reflects the fact that time is of the essence in addressing labour relations disputes and timely resolution of such disputes is essential to ensuring amicable labour relations in Saskatchewan (Dishaw, at para. 36; Peterson, at para. 29; SGEU, at paras. 13-14).*

- *It is important to identify with precision when the 90 day limitation commences. Typically, the alleged misconduct will be founded upon a particular fact situation and the clock starts running from that date (SGEU, at para. 29).*

- *A complaint may be based on a "continuing policy or practice rather than a discrete set of events". This fact makes it more difficult to ascertain the commencement of the 90 day limitation period and may make it easier to justify a delay (Toppin, at para. 29; SGEU, at para. 30).*

- *The Board will adjudicate applications filed outside the 90 day limitation period provided the other party consents or otherwise waives the application of the limitation period (ss. 6-111(4)).*

- *Where no such consent or waiver is given, the Board possesses discretion to adjudicate the application (ss. 6-111(3); SGEU, at para. 24).*

- *When exercising this discretion, the Board should apply the non-exhaustive list of counter-vailing factors identified in Toppin (SGEU, at paras.26-27; Toppin, at para. 30)*

> • *Prejudice is presumed in all late filings; however, if actual prejudice could result from hearing the application it will be dismissed.*

[25] The Board will not consider matters more than 90 days prior to the filing of the Application other than for narrative context. Considering the extensive litigation history on this file and the sophistication of the Union, the Board declines to exercise its discretion to determine whether the matter more than 90 days prior to the filing constitute an unfair labour practice. In determining liability, the Board's concern is the Employer's action related to the Union and Mr. Stadnyk's participation from early January 2025. That is the events within the 90 days period are those falling between the Union's proposal on January 17th until the filing of the application on April 9th.

Did the Employer commit an unfair labour practice?

[26] The Board has established the Employer has committed an unfair labour practice in refusing to bargain with the Union's bargaining committee by attempting to require the Union's bargaining committee include current employees of the Employer.

[27] There is no requirement that the Union's bargaining representatives be current employees of an employer. An employer who refuses to bargain with a union's representatives commits an unfair labour practice, as stated by this Board in *United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union v Mosaic Potash Colonsay ULC*, 2020 CanLII 31222 (SK LRB):

> *[58] As for whether the employees of another employer may be a part of the bargaining committee, clause 6-62(1)(d) is clear. It is an unfair labour practice 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.*

[28] The leading case on the refusal to bargain under the predecessor provisions to s. 6-62(1)(d) is *Marshall-Wells Company Limited v. Retail, Wholesale and Department Store Union, Local No. 454 and Other*, 1956 CanLII 74 (SCC), [1956] SCR 511, which reads in full:

> *It is sufficient for the disposition of this appeal to state that, in my opinion, the Labour Relations Board did not misconstrue the relevant provisions of The Trade Union Act and, therefore, nothing is said as to any other point argued. Sub-section (1)(c) of s. (8), by which it is an unfair labour practice for any employer, or employer's agent,*
>
> > *(c) to fail or refuse to bargain collectively with representatives elected or appointed (not necessarily being the employees of the employer) by a trade union representing the majority of the employees in an appropriate unit;*

> *is quite clear. The framework of the Act shows that it is anticipated that the representatives elected, or appointed, by a trade union need not be employees of the particular employer and the mere fact that they work for a competitor of the latter does not disqualify them from acting. While difficulties may arise if that situation exists, there is nothing in the Act prohibiting it, and there is no compulsion upon the employer to open its books to a meeting of its representatives with those of the union.*

[29] In this case, the Board finds the Employer refused to bargain with the Union by questioning Mr. Stadnyk's participation and repeatedly objecting to it on the basis of his status as a former employee. Whether Mr. Stadnyk was a former employee or not, the Employer cannot determine his status on the bargaining committee. The Union had selected Mr. Stadnyk to be on the bargaining committee; the Employer was required to bargain with him. The Union was not required to have active employees on the bargaining committee. Within the time period at issue, making any response to the Union's proposal contingent on resolving Mr. Stadnyk's status constitutes a refusal to engage with that portion of the Union's bargaining committee. The Employer attempting to impose impermissible preconditions on bargaining is a refusal to bargain. The Board finds this to be a violation of s. 6-62(1)(d).

[30] The Board finds this conclusion supported by the communications in November 2024 and the statements following the filing of the within application that Mr. Stadnyk could have observer status. If the Employer was bargaining fully with the Union's bargaining committee including Mr. Stadnyk, it would not have attempted to state Mr. Stadnyk had a different status than other representatives of the Union.

[31] As it relates to the duty to bargain in good faith, the Board does not find the Employer to be in breach. The duty to bargain in good faith requires both bargaining in good faith and making all reasonable efforts to reach a collective agreement. It is a breach of the duty to take an objectively unreasonable position to impasse, *Royal Oak Mines Inc. v. Canada (Labour Relations Board)*, 1996 CanLII 220 (SCC), [1996] 1 SCR 369.

[32] The position of Mr. Stadnyk not having full participatory rights is an impermissible position. However, this position was not taken to impasse. The Employer continued to seek bargaining dates during this time and tabled a counter proposal to the Union's proposal. The Employer's conduct during the period under review does not rise to the level of failing to make reasonable effort to reach a collective agreement. The Board dismisses the application as it relates to s. 6-7.

[33] In terms of remedy, the Board will only make a declaration. The Employer has not continued to object to Mr. Stadnyk's participation in bargaining. After the filing of this Application, the Employer first changed its stance to permitting Mr. Stadnyk to observe and then taking no position on his participation prior to the release of *City Centre Bingo #2* and after. There is no activity which needs to cease at this time and as bargaining has continued with Mr. Stadnyk's participation, no further relief required to remedy the breach.

[34] As a result, with these Reasons, an Order will issue that the Application for an Unfair Labour Practice in LRB File No. 069-25 granted. The Board declares that the Employer breached s. 6-62(1)(d) of the Act.

[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 **21st** day January **2026.**

LABOUR RELATIONS BOARD

Kyle McCreary
Chairperson