UNITED STEELWORKERS CANADA, Applicant (Respondent) v MUNIR AHMAD MALIK, Respondent (Applicant) and RIIDE HOLDINGS INC., Respondent (Respondent)

LRB File Nos. 145-25 and 123-25; January 23, 2026
Vice-Chairperson: Patricia Warwick; Board Members: Laura Sommervill and Shawna Colpitts
Citation: United Steelworkers Canada v Munir Ahmad Malik and Riide Holdings Inc., 2026 SKLRB 6

Counsel for United Steelworkers Canada, Applicant (Respondent):	Samuel Schonhoffer
Munir Ahmad Malik, Respondent (Applicant):	Self-Represented Did not appear at Hearing
Counsel for Riide Holdings Inc., Respondent (Respondent):	Larry Seiferling, K.C.

Summary dismissal – Clause 6-111(1)(p) of *The Saskatchewan Employment Act* – Union seeking summary dismissal of Union member's duty of fair representation complaint – Board determines no arguable case pled – Union's application for summary dismissal allowed – Union member's duty of fair representation complaint dismissed

REASONS FOR DECISION

Background:

[1] **Patricia Warwick, Vice-Chairperson:** The United Steelworkers Canada ("the Union") has applied for summary dismissal of a complaint made against it by Munir Ahmad Malik ("Malik") under Sections 6-4, 6-58 and 6-59 of *The Saskatchewan Employment Act*, SS 2013, c S-15.1 ("*Act*"). Riide Holdings Inc. ("the Employer") supports the Union's summary dismissal application.

[2] The Board is granting the Union's application to summarily dismiss the application by Malik for the reasons that follow.

Background and Summary of Proceedings:

[3] The Union is the certified bargaining agent of a group of drivers and operators of licensed taxis in Saskatoon who drive or operate taxis for the Employer.

[4] The Employer is a broker and provides dispatch and other related services for the drivers and operators of the taxis.

[5] The operators of the taxis have a separate relationship outside of the collective bargaining relationship with the Employer. Operators either own a taxi license from the City of Saskatoon, or they lease a taxi license from the owner of the license and then operate or sublet their taxi to another driver. In their capacity as owner or lease holder of the Saskatoon taxi license, they enter into an agreement with the Employer. The Agreement is known as the Services Agreement and, for the most part, is outside of the scope of collective bargaining between the Union and the Employer. This is because the Union is not a party to the Services Agreement. This has been admitted by all parties to this application.

[6] The collective bargaining agreement between the Union and Employer contains a reference to the Services Agreement and its application at Article 18.01(9) as follows:

> *9. The parties agree that apart from the dispatch and other fees discussed in this clause, no other part of the Service Agreement mentioned in Appendix A will be subject to the grievance arbitration procedure.*

[7] In February of 2025, Malik received notice from Riide Holdings Inc. that it was terminating the Services Agreement on the contractual 30 days' notice. After this, Malik took legal action against the Employer and filed the DFR Application with the Board.

[8] A summary of the steps taken at the Board to date is as follows:

- On July 10, 2025, Malik filed the DFR Application with the Board (LRB File No. 123-25) alleging that the Union had breached its duty of fair representation owed to him. Malik says the Union breached Sections 6-4, 6-58 and 6-59 of the *Act* ("DFR Application").
- The Union filed a Reply to the DFR Application on July 16, 2025 denying the allegations of Malik and asking that the DFR Application be dismissed.
- The Employer filed a Reply to the DFR Application on July 15, 2025 denying the allegations of Malik and asking that the DFR Application be summarily dismissed.
- The Union filed the Application for Summary Dismissal (LRB File No. 145-25) on July 31, 2025 ("Dismissal Application"). The Union filed Written Submissions on January 6, 2026.
- The Employer filed a Reply to the Summary Dismissal Application on August 11, 2025 which supports the Union's application. The Employer filed Written Submissions on January 14, 2026.
- Malik filed a Reply opposing the Summary Dismissal Application on August 18, 2025.

- The Summary Dismissal Application was set down for a January 19, 2026 Hearing. The Hearing proceeded on that date.

[9] Malik requested an adjournment of the Hearing on January 15, 2026 by way of email to the Board. The Union opposed the adjournment, and the Employer took no position on the adjournment. Given the Union's objection to the adjournment request of its Summary Dismissal Application, the Board denied the adjournment request on January 15, 2026. On the date of the Hearing, Malik failed to appear. On the morning of the Hearing, Malik was contacted by the Board by telephone and spoken with briefly, but the connection was lost before an explanation was given for Malik's non-attendance. Several additional telephone attempts were made that same morning but a further connection was not made with Malik nor did Malik contact the Board following the dropped call. After considering the failed attempts to contact Malik including the lost connection, the Board decided to proceed with the Summary Dismissal Application Hearing. The adjournment request and the telephone attempts to contact Malik form part of the Board's record in this matter.

[10] The Hearing was attended by the Union – Darrin Kruger and Malik Draz - and the Union's counsel and by the Employer's counsel. The Board heard oral submissions on behalf of the Union and the Employer.

Argument on behalf of the Union:

[11] The Union relied on Section 6-111(1)(p) of the *Act* and the Board's oft cited test for summary dismissal as set out in *International Brotherhood of Electrical Workers, Local 529 v. KBR Wabi Ltd.*, 2013 CanLII 73114 (SK LRB) ("*Wabi*") and *Roy v. Workers United Canada Council*, 2015 CanLII 885 (SK LRB) ("*Roy*") in support of its argument for summary dismissal of the DFR Application.[1]

[12] The Union argued that Malik's DFR Application does not raise an arguable case or a breach of section 6-49 of the *Act* as is the requirement on the *Wabi/Roy* test in several respects:

- Malik's DFR Application and Reply to the Summary Dismissal Application do not raise any facts which would support a relationship between Malik and the Union which would trigger the Union's duty to represent Malik in this context;

[1] Union also relied on *Siekawitch v. Canadian Union of Public Employees*, 2008 CanLII 47029 (SK LRB), *RCMMA v. Baragar*, 2024 CanLII 34272 (SK LRB) respecting the test for summary dismissal.

- Malik's DFR Application and Reply to the Summary Dismissal Application concern a complaint Malik has with the Employer over the Services Agreement between Malik and the Employer rather than any covered employment activity or collective bargaining issue. The essential character of the dispute is between Malik and the Employer respecting the Services Agreement. Board jurisprudence in *United Steel, Paper and Forestry, Rubber, Manufacturing, etc. v. Riide Holdings Inc.*, 2019 CanLII 86848 (SK LRB) ("*Riide Certification*") and *United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Works International Union v. Comfort Cabs Ltd.*, 2015 CanLII 19986 (SK LRB) ("*Comfort Cabs*") support the principle that there can be agreements outside of the collective bargaining arrangement between owner/operators and their licensees and between owner/operators and taxi companies which is the situation here;
- The requested remedy in the DFR Application supports the argument that the essential character of the dispute is between Malik and the Employer;
- Malik's DFR Application is internally inconsistent. Malik refers to the Union doing nothing but both the DFR Application and the Reply to the Summary Dismissal Application contain facts sworn by Malik that would indicate the Union communicated with Malik and considered his requests

[13] The Union argues that it is plain and obvious that the complaints under sections 6-4 and 6-48 of the *Act* must fail. Section 6-4 confirms an employee's right to join a union. The Union says there are no facts pleaded by Malik which would indicate that this is an issue to be tried by the Board in the DFR Application.

[14] Likewise, Section 6-48 sets out a union's obligation to afford a member their natural justice rights and the Union, again, says there are no facts pleaded in the DFR Application or the Reply to the Dismissal Application which would support this type of complaint. The Union submits that the DFR Application is really a Section 6-49 complaint and argues for summary dismissal as previously outlined.

[15] Finally, the Union argues that Malik's behaviour on the matter should be noted by the Board and supports the request to have the matter summarily dismissed. The Union points to certain parts of the pleadings where Malik is obfuscating to frustrate the Board's work and to the fact that Malik did not appear at the scheduled Hearing of the Summary Dismissal Application. The Union argues that Malik should not be rewarded for his behaviours.

Argument on behalf of Employer:

[16] The Employer supports the Union's application and arguments.

[17] The Employer argues that the complaint of Malik concerns a Servicing Agreement between it and Malik which is outside the Certification Order, the employment relationship and normal employment activities and therefore does not trigger a duty on behalf of the Union toward Malik. The Employer points to admissions in the pleadings of Malik and the Union to support this.

[18] The Employer relies on *Comfort Cabs*, where the Board considered a similar question respecting a Lease Agreement between a taxi plate owner and the operator of the taxi plate owner's vehicle and whether that type of Lease Agreement should be the subject of collective bargaining between the union there and the taxi company. The Board found that the Lease Agreement was not the subject of collective bargaining between the union and the taxi company employer.

[19] The Employer says that it is plain and obvious that Malik's claims are outside the jurisdiction of the Certification Order and the collective bargaining agreement and therefore should be summarily dismissed.

Argument of Malik:

[20] In the Reply to the Summary Dismissal Application, Malik questions how the Union came to have a copy of his related Statement of Claim. He claims that he was told that the Services Agreement was separate from his collective bargaining rights by the Union, that he does not understand paragraphs 4 and 5 of the Union's Dismissal Application and that the Employer's Statement of Defense in the civil matters pleads that the dispute is within the jurisdiction of the collective bargaining agreement.

[21] In the Reply to the Dismissal Application, Malik attaches a series of text messages purportedly between himself and the Union to support his assertion that the Union was aware that he had a complaint that his trips had been reduced after the termination of the Services Agreement.

[22] In the correspondence respecting the adjournment request, which is part of the Board's record, Malik indicated that he was seeking an adjournment because all he wanted was an apology from the Employer who had agreed to provide one. According to Malik, the apology had

not been received so he was seeking an adjournment rather than withdrawing the DFR Application.

Relevant Statutory Provisions:

[23] The relevant statutory provisions for the Dismissal Application are as follows:

> ***Right to form and join a union and to be a member of a union***
> ***6-4****(1) Employees have the right to organize in and to form, join or assist unions and to engage in collective bargaining through a union of their own choosing.*
>
> *(2) No employee shall unreasonably be denied membership in a union.*
>
> *. . .*
> ***Internal union affairs***
> ***6-58****(1) Every employee who is a member of a union has a right to the application of the principles of natural justice with respect to all disputes between the employee and the union that is his or her bargaining agent relating to:*
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> *(a) matters in the constitution of the union;*
>
> *(b) the employee's membership in the union; or*
>
> *(c) the employee's discipline by the union.*
>
> *(2) A union shall not expel, suspend or impose a penalty on a member or refuse membership in the union to a person, or impose any penalty or make any special levy on a person as a condition of admission to membership in the union if:*
>
> *(a) in doing so the union acts in a discriminatory manner; or*
>
> *(b) the grounds the union proposes to act on are that the member or person has refused or failed to participate in activity prohibited by this 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.*
>
> *. . .*
> ***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:

[24] The Board has considered many applications for summary dismissal and has applied the test set out in the cases of *Maki* and *Roy* as set out in *Roy* as follows:

> *"[8] The Board recently adopted the following as the test to be applied by the Board in respect of its authority to summarily dismiss an application (with or without an oral hearing) as being:*
>
> > *1. In determining whether a claim should be struck as disclosing no arguable case, the test is whether, assuming the applicant is able to prove everything alleged in his/her claim, there is no reasonable chance of success. The Board should exercise its jurisdiction to strike on this ground only in plain and obvious cases and where the Board is satisfied that the case is beyond doubt.*
> >
> > *2. In making its determination, the Board may consider only the subject application, any particulars furnished pursuant to demand and any document referred to in the application upon which the applicant relies to establish his/her claim.*
>
> *[9] Generally speaking, summary dismissal is a vehicle for the disposition of applications that are patently defective. The defect(s) must be apparent without the need for weighing of evidence, assessment of credibility, or the evaluation of novel statutory interpretations. Simply put, in considering whether or not an impugned application ought to be summarily dismissed, the Board assumes that the facts alleged in the main application are true or, at least, provable. Having made this assumption, if the Board is not satisfied that the main application at least discloses an arguable case, and/or if there is a lack of evidence upon which an adverse finding could be made, then the main application is summarily dismissed in the interests of efficiency and the avoidance of wasted resource."*[2]

[25] In applying this test, the Board's task here is to assume all the facts alleged in Malik's DFR Application are provable and then to evaluate whether they raise an arguable case and/or evaluate whether there is a lack of evidence upon which an adverse finding could be made against the Union.

[26] A careful review of the DFR Application reveals that there is no arguable case raised by the allegations made in Malik's DFR Application. This is supported by information provided by Malik in his Reply to the Dismissal Application.

[27] Respecting a breach of Section 6-4 of the *Act*, there is nothing contained in the DFR Application which would support an allegation that Malik was prevented from joining the Union or participating in the Union. Indeed, Malik says that he is a member of the Union at paragraph 4.a.

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[2] *Roy,* paras. 8 and 9.

of the application and pleads at 4.n. that he contacted the Union. These admissions lead to the conclusion that Malik was a member of the Union and fully entitled to participate in the Union.

[28] It is plain and obvious that Malik does not raise an arguable case with respect to a breach of Section 6-4 of the *Act* and this aspect of the DFR Application is dismissed.

[29] Respecting a breach of Section 6-58 of the *Act*, again, there is nothing contained in the DFR Application which would support an allegation that the Union did not provide Malik with his natural justice rights in dealings with the Union and nothing to support that Malik was expelled, dismissed, suspended or penalized by the Union in any way. Again, paragraphs 4.a. and 4.n. of the DFR Application lead to the opposite conclusion. Malik admits he is a member of the Union and that contact was made with the Union. Moreover, the information in the DFR Application is bolstered by information provided by Malik in the Reply to the Dismissal Application. In the Dismissal Reply, Malik specifically refers to communication with the Union (Mr. Daraz Mali) at paragraph 4.d. and attaches a text message string between Malik and the Union showing multiple points of communication between the Union and Malik.

[30] It is plain and obvious that Malik does not raise an arguable case with respect to a breach of Section 6-58 of the *Act* and this aspect of the DFR Application is dismissed.

[31] The core of the DFR Application is that the Union breached Section 6-59 of the *Act* and did not represent Malik fairly with respect to his collective bargaining rights – that the Union acted in a way that was arbitrary, discriminatory or in bad faith.

[32] Again, a careful review of the DFR Application does not support Malik's allegations. Zero facts are pleaded that, if taken as provable, would support Malik's claim that the Union breached its duty of fair representation to Malik.

[33] First, the majority of the DFR Application deals with Malik's apparent complaint against the Employer in the context of the Services Agreement between Malik and the Employer. This includes paragraphs 4.c., 4.d., 4.e., 4.i., 4.j., 4.k., 4.l., and 4.m. of the DFR Application. Both the Union and the Employer argued that complaints respecting the Services Agreement between Malik and Riide cannot ground the duty of fair representation claim against the Union as they fall outside of the employment relationship under which the Union has any responsibility or jurisdiction to represent Malik.

[34] The Union and Employer argued that the lack of Union jurisdiction in this fact scenario is supported by the wording of the parties' collective bargaining agreement, which they say completely addresses the application of the collective bargaining relationship to the Services Agreement. Both the Union and Employer pointed to Article 18.01(9) of the collective bargaining agreement to support their argument. Article 18.01(9) reads as follows:

> *"9. The parties agree that apart from the dispatch and other fees discussed in this clause, no other part of the Service Agreement mentioned in Appendix A will be subject to the grievance arbitration procedure."*[3]

The Board agrees that this supports the argument that the contractual relationship between the owner/operator Malik here and Riide falls, for the most part, outside of the employment relationship covered by the *Act* and outside of the collective bargaining relationship which would create a duty of fair representation for the Union. The limited exception to this is outlined at Article 18.01(9) above.

[35] Also, both the Union and the Employer argued that the Board's previous decisions support the proposition that the Servicing Agreement falls outside of the collective bargaining relationship.[4] In *Comfort Cabs*, the Board recognized that owner/operators had contractual relationships outside of the traditional employment relationship governed by the *Act* in the form of lease agreements between the owner/operators as franchise holders and drivers. The Board agrees that this case supports the proposition that the Servicing Agreement falls outside of the collective bargaining relationship. However, the *Riide Certification* case is not all that helpful to the Board here as the Board in *Riide Certification* reviewed the Services Agreement in the context of the Certification Order there. The Board did not make a decision respecting the status of the Services Agreement vis-à-vis the collective bargaining arrangement between the Union and Employer. The Board was only concerned with whether the Services Agreement would exclude an owner/operator from the Certification Order due to the managerial exception or the supervisory exception.

[36] Moreover, Malik's framing of the DFR Application including the requested remedy, the approach he took to the adjournment request and his non-attendance at the DRF Application Hearing support the argument that Malik's complaints are not against the Union but concern the Employer. The DFR Application is very similar to a Claim Malik has made in Court against the Employer and his requested remedy is clearly not a remedy which could be granted on a DFR

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[3] Article 18.01(9) parties' CBA attached as Exhibit "A" to Union's Reply to DFR Application
[4] *Riide Certification*; *Comfort Cabs, supra*

Application. Also, Malik's reason for the adjournment application was to secure an apology from the Employer. An apology from the Employer would be unrelated to his DFR Application against the Union. Finally, Malik made the decision not to attend the Summary Dismissal Hearing, the result of which could be the end of his DRF Application. Malik did not attend and when contacted did not provide any explanation for his non-attendance. This demonstrates his indifference toward the DFR Application and his complaint against the Union. This is reaffirmed at paragraph 5.a. of Malik's Reply to the Dismissal application where it is stated: "If you want to dismiss, do it but I need Labour Court to make this decision.".

[37] The Board finds that the main complaints being advanced by Malik are against the Employer in the context of the Services Agreement entered into between Malik and the Employer. The Board accepts that the complaints respecting the Services Agreement between Malik and the Employer cannot ground a duty of fair representation claim against the Union. Malik's complaints related to the Services Agreement are outside of the employment relationship between Malik and the Employer and do not raise a duty of fair representation for which the Union has any responsibility or jurisdiction to represent Malik. It is plain and obvious that these complaints do not raise an arguable case against the Union.

[38] Second, paragraphs 4.f., 4.g., 4.h., and 4.n. speak of interactions Malik had with the Employer and of Malik reporting these interactions to the Union. To the extent that they are alleged to ground a Section 6-58 claim, they do not succeed. They are clearly admissions that the Union interacted with Malik and considered Malik's complaints and the Union's appropriate response. The information in paragraphs 4.f., 4.g., 4.h., and 4.n. demonstrate that the Union did not "do nothing" as alleged at paragraphs 6 and 7 of the DFR Application.

[39] Even acknowledging that Malik is self represented and not sophisticated in the procedures of the Board or the intricacies of the *Act*, there is nothing pleaded which, if proven would amount to a breach of Section 6-59 of the *Act*.

[40] The only statement which could possibly be related to the Union's duties to Malik is a comment in the Reply to the Dismissal Application. At paragraph 4.d., Malik states he messaged the Union about "how my trips were reduced". However, Malik also attaches a text message train in support of this assertion. If the text message train is accepted by the Board as provable, it proves that the trip issue was mentioned to the Union and that the Union met with Malik about the issue. Again, if accepted as provable, this shows that Malik's assertion in the DFR Application

that the Union “did nothing” would be contradicted by Malik’s own evidence and assertations in the Reply to the DFR Application.

[41] It is plain and obvious that Malik does not raise an arguable case with respect to a breach of Section 6-59 of the *Act* and this aspect of the DFR Application is dismissed.

[42] As a result, with these Reasons, an Order will issue that the Application for Summary Dismissal in LRB File No. 145-25 is granted and the application in LRB File No. 123-25 is dismissed.

[43] The Board thanks the Union and Employer for the helpful submissions they provided, all of which were reviewed and considered in deciding in this matter.

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

DATED at Regina, Saskatchewan, this **23rd** day of **January, 2026.**

LABOUR RELATIONS BOARD

Patricia Warwick
Vice-Chairperson