UNITED FOOD AND COMMERCIAL WORKERS, LOCAL NO. 1400, Applicant (Respondent in 148-25) v AFFINITY CREDIT UNION, Respondent (Applicant in 148-25)

LRB File Nos. 130-25 and 148-25; January 29, 2026
Vice-Chairperson: Patricia Warwick; Panel: Linda Dennis and Chris Boychuk, K.C.
Citation: *United Food and Commercial Workers, Local No. 1400* v *Affinity Credit Union*, 2026 SKLRB 8

Counsel for the Applicant, United Food and Commercial Workers, Local 1400: Heath Smith

Counsel for the Respondent, Affinity Credit Union: Robert Frost-Hinz

Summary dismissal – Clause 6-111(1)(p) of *The Saskatchewan Employment Act* – No arguable case – Employer seeking summary dismissal of Union's unfair labour practice application – Board determines Union has pled an arguable case – Union's application permitted to proceed.

Amendment – Section 6-112 of *The Saskatchewan Employment Act* – Test to be applied – Union seeking to amend unfair labour practice application – Proposed Amendments meet the test – Necessary to determine real questions in dispute.

REASONS FOR DECISION

Background:

[1] **Patricia Warwick, Vice-Chairperson:** United Food and Commercial Workers, Local No. 1400 ("Union") has filed an unfair labour practice application against Affinity Credit Union ("Employer") in LRB File No. 130-25 ("ULP"). The Employer is applying for summary dismissal of the ULP in LRB File No. 148-25 ("Dismissal Application"). The Union opposes the Dismissal Application and is applying to amend the ULP ("Amendment Application"). The Employer opposes the Amendment Application.

[2] The Board is dismissing the Dismissal Application and is allowing the Amendment Application for the reasons that follow.

Summary of Facts:

[3] The Parties agree on the following:

- The Parties are subject to a Certification Order and have a mature collective bargaining relationship;
- The previous collective bargaining agreement between the Parties expired on March 31, 2024 and the Parties bargained a new collective bargaining agreement to conclusion – bargaining began in August, 2024 and concluded in March, 2025;
- The new collective bargaining agreement was ratified by the Union's membership on April 17, 2025;
- Under the Certification Order, the employees working at the St. Mary's Branch/Advice Centre ("St Mary's") (and the City Centre Branch/Advice Centre but irrelevant to these matters) of the Employer were excluded from the bargaining unit;
- The Employer has closed St. Mary's;
- The Employer has opened the Aspen Ridge Advice Center ("Aspen Ridge") as a new facility;
- Employees who previously worked at St. Mary's now work at Aspen Ridge;
- The new collective bargaining agreement between the parties contains a scope clause which reads:

> *Article 2 – Scope*
>
> *2.01 This Agreement shall cover all employees of the Affinity Credit Union 2013, Affinity Holdings Inc., Affinity Services Group Inc., and Affinity Employee Services Inc., in their places of business located in the City of Saskatoon, Warman, Martensville, Langham, and Borden except:*
>
> *i. all employees employed at the St. Mary's/Aspen Ridge Advice Centre and City Centre Advice Centre in the City of Saskatoon, Saskatchewan; …".*

[4] The chronology of proceedings before the Board to date is as follows:

- On July 10, 2025, the Union filed the ULP alleging that the Employer had breached section 6-4 of *The Saskatchewan Employment Act*, SS 2013, c S-15.1 ("*Act*") and committed unfair labour practices contrary to clauses 62(1)(a), (b) and (d) of the *Act*;
- The Employer filed its Reply to the ULP on July 23, 2025;
- The Employer filed the Dismissal Application on July 23, 2025;
- The Union filed its Reply to the Dismissal Application on August 21, 2025;
- The Union filed the Amendment Application on August 22, 2025;
- The Employer responded to the Amendment Application on August 26, 2025;

- The Union filed a Brief addressing the Amendment Application and the Dismissal Application on September 22, 2025;
- The Employer filed a Brief addressing the Amendment Application on October 7, 2025;
- The Union filed a Reply Brief addressing the Amendment Application on October 9, 2025.

[5] The ULP alleges that the Employer did not recognize the group of employees who moved from St. Mary's to Aspen Ridge after having agreed that the recognition issue would be determined by the Board.

[6] The Employer's response is that there was no agreement to bring the issue to the Board and that the employees at Aspen Ridge are properly outside of the relevant Certification Order. The Employer brings the Dismissal Application and argues that the ULP raises no arguable case that the Employer has committed a breach of the *Act* or unfair labour practices as alleged.

[7] The Employer says that the scope clause in the new collective bargaining agreement is a complete answer to the coverage issue because the members specifically and unequivocally agreed that the Aspen Ridge employees are explicitly excluded from the scope of the collective bargaining agreement.

[8] The Union opposes the Dismissal Application arguing that the ULP raises an arguable issue on its face and brings the Amendment Application. The Union seeks to amend certain dates and facts found in the original ULP application. The requested amendments include:

- Paragraph 9 – Proposed change of meeting date when the Union suggested the appropriate forum for deciding exclusion of Aspen Ridge employees was at the Board. Proposed change from the Employer agreed to the Board being the correct forum to the Employer agreed to have discussions at future bargaining meetings about the correct forum;
- Paragraph 10 – Proposed change of meeting date when the Employer allegedly agreed that the Board was the correct forum to decide inclusion/exclusion of Aspen Ridge employees. Proposed added sentence respecting Employer amending its bargaining proposal;
- Paragraphs 11 and 12 – Proposed added events that allegedly occurred at the Union ratification meeting of April 17, 2025;

- Paragraph 16 – Proposed added reference to correspondence between the Union and Employer about an alleged agreement to jointly approach the Board.

[9] The Employer opposes the Amendment Application and asks the Board to not exercise its discretion to allow the Union's proposed amendments to the ULP.

Relevant Provisions from the *Act:*

[10] Provisions from the *Act* relevant to these applications 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*
>
> . . .
>
> ***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:*
>
> *(a) subject to subsection (2), to interfere with, restrain, intimidate, threaten, or coerce an employee in the exercise of any right conferred by this Part;*
> *(b) subject to subsection (3), to discriminate respecting or interfere with the formation or administration of any labour organization or to contribute financial or other support to it;*
> . . .
> *(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;*
> . . .
>
> ***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;*
> . . .
>
> ***Proceedings not invalidated by irregularities***
> ***6-112****(1) A technical irregularity does not invalidate a proceeding before or by the board.*
>
> *(2) At any stage of its proceedings, the board may allow a party to amend the party's application, reply, intervention or other process in any manner and on any terms that the board considers just, and all necessary amendments must be made for the purpose of determining the real questions in dispute in the proceedings.*
>
> *(3) At any time and on any terms that the board considers just, the board may amend any defect or error in any proceedings, and all necessary amendments must be made for the purpose of determining the real question or issue raised by or depending on the proceedings.*

> *(4) Without limiting the generality of subsections (2) and (3), in any proceedings before it, the board may, on any terms that it considers just, order that the proceedings be amended:*
>
> > *(a) by adding as a party to the proceedings any person that is not, but in the opinion of the board ought to be, a party to the proceedings;*
> >
> > *(b) by striking out the name of a person improperly made a party to the proceedings;*
> >
> > *(c) by substituting the name of a person that in the opinion of the board ought to be a party to the proceedings for the name of a person improperly made a party to the proceedings; or*
> >
> > *(d) by correcting the name of a person that is incorrectly set out in the proceedings.*

Dismissal Application

Position of the Parties:

The Employer

[11] The Employer asks that the Union's ULP be summarily dismissed. The Employer argues that the Board has authority under section 6-111(1)(p) of the SEA to summarily dismiss a matter if there is no evidence or arguable case.

[12] The Employer relies on the Board's decisions of *Roy v. Workers United Canada Council*, 2015 CanLII 885 (SK LRB) ("*Roy*") and *Moose Jaw Refinery Partnership v. Unifor Local 595*, 2023 CanLII 90491 ("*Moose Jaw*") which summarize the applicable test for summary dismissal. The Employer cites the test from *Moose Jaw* (quoting *Roy*) as follows:

> *[24] The Employer applies to dismiss the Union's application pursuant to clause 6-111(1)(p) on the basis that it discloses no arguable case. The test for summary dismissal on this basis is summarized in Roy:*
>
> > *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.*
>
> *[25] As indicated in Roy, 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 evidence, assessing credibility, or evaluating novel statutory interpretations. It must be*

> *plain and obvious the application will fail even if the applicant proves everything they allege.*[1]

[13] The Employer argues that assuming the Union can prove everything in the ULP, there is no reasonable chance of success for the Union and therefore, the Union's Application should be summarily dismissed. The Employer argues that it is plain and obvious that the Union's application will fail.

[14] In support of this argument the Employer says:

- Aspen Ridge is an extension of St. Mary's;
- The members of the bargaining unit have, by majority vote, agreed that Aspen Ridge is excluded from the bargaining unit;
- The Employer has been consistent in its approach to Aspen Ridge being excluded from the bargaining unit – through bargaining, including, the ratified proposal that Aspen Ridge was excluded – and that the Employer did not agree to refer the matter to the Board; and,
- The parties have a ratified collective bargaining agreement in place which excludes employees from Aspen Ridge and the terms of the collective bargaining agreement must be upheld and not relitigated with the ULP.

The Union:

[15] The Union argues that its ULP should not be summarily dismissed by the Board.

[16] The Union articulates the *Roy* test from the Board's previous cases of *International Brotherhood of Electrical Workers, Local 529 v KBR Wabi Ltd,* 2013 CanLII 73114 (SK LRB), and *Heritage Inn Saskatoon v UFCW Local 1400*, 2025 SKLRB 35 (CanLII), in support of its arguments.

[17] The Union states that in applying the test to the facts of this case, this is not an appropriate case for summary dismissal.

[18] In support of its argument, the Union says the following:

- The Employer agreed that the Aspen Ridge scope issue should be determined at the Board, the Union relied on this and then the Employer opened Aspen Ridge as non-

[1] *Moose Jaw,* supra, paras 24 and 25.

unionized which supports the unfair labour practice allegations and the allegation that the Employer has contravened the *Act;*

- The Union points to specific sections of its ULP and proposed amended unfair labour practice application to demonstrate that there is a case to be tried. The Union says that on the applicable test, if the facts in the ULP or proposed amended unfair labour practice application are taken as true, there is a clear issue for the Board's determination; and
- It is the Board's role to determine the scope of the bargaining unit and the scope clause of the collective bargaining agreement is not determinative of the issue.

[19] The Union states that even if the Board does not allow the amendments to the ULP, the original application establishes an arguable case that the Employer has committed unfair labour practices and a breach of the *Act*.

Analysis and Decision:

[20] The operative section of the *Act* respecting the Board's power to summarily dismiss the ULP is 6-111(1)(p) as follows:

> ***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;*

[21] The Board has accepted that the test for summary dismissal is as set out by the Parties – articulated above.

[22] The Union is alleging a breach of section 6-4 of the *Act* and alleging the Employer committed unfair labour practices under clauses 6-62(1)(a), (b) and (d) of the *Act.* The crux of the ULP is that the Employer made an agreement to refer the St. Mary's/Aspen Ridge issue to the Board and then resiled from that position.

[23] The task of the Board on the *Roy* test, is to review the ULP and decide whether it is plain and obvious that there is not a breach of 6-4 of the *Act* or the commission of an unfair labour practice by the Employer under 6-62(1)(a), (b) or (d) of the *Act*. The Board must assume that all of the allegations set out in the Union's ULP are provable and that, if proven, there is no reasonable chance of success for the Union's ULP.

[24] The allegations from the ULP central to the Board's review here are as follows:

- Paragraph 6 – On April 24, 2024, the Employer advised of its intent to shut down the operations at the St. Mary's Branch and open the Aspen Ridge Advice Center, in the City of Saskatoon, through its newsletter "THE CUrrent".
- Paragraph 7 – The Parties met for the purposes of collective bargaining on August 20, 21, and 22, 2024, on November 5, 6, 10, and 21, 2024, on January 14, 15, and 28, 2025, and finally on March 13, 26, and 27, 2025.
- Paragraph 8 – On August 20, 2024, when the Parties commenced collective bargaining, the Employer, in its initial proposal, proposed a change in the scope clause of the CBA, which would render the Aspen Ridge Advice Center exempt from the Certification Order. The Union rejected this proposal at this time, and consistently throughout the bargaining.
- Paragraph 9 – On, or about, November 6, 2024, during discussions at the bargaining table, the Parties agreed that the appropriate forum to determine the Aspen Ridge Advice Center exclusion was before this Honourable Board, and not at the bargaining table.
- Paragraph 10 – On, or about, April 17, 2025, the Parties concluded negotiations, and the new CBA was ratified, with a determination of the Employer's proposal regarding Aspen Ridge yet to be effected.
- Paragraph 11 - On, or about, June 23, 2025, the Employer shut down operations at the St. Mary's Branch and opened the Aspen Ridge Advice Center. Since the Aspen Ridge Advice Center was opened, the Employer has proceeded as if the site is exempt from the Certification Order binding the Parties, in contravention of the Order (Matter ID: 135-09).

[25] Again, on careful reading, these allegations amount to a complaint that the Employer agreed to send the St. Mary's/Aspen Ridge scope matter to the Board and then resiled from that agreement. The Board finds that these allegations, if proven, raise an arguable case that a breach of the *Act* or an unfair labour practice may have occurred.

[26] This is not to pre-judge the evidence or the arguments of the Parties but is only to say that this is not a case that clearly has no chance of success. The Union will have to lead evidence and present arguments to prove the breaches of the *Act* and unfair labour practices being alleged. While the Employer says that the collective bargaining agreement is a complete answer to the ULP and that the St. Mary's/Aspen Ridge employees are rightfully excluded from the bargaining

unit, the Board finds that a determination will have to be made respecting the allegation that the Employer has resiled from an agreement made between the parties. The parties' collective bargaining agreement is not a complete answer to this allegation and it cannot be determined in a summary way. The Board will have to hear evidence and legal arguments about this allegation and make a determination.

[27] As the Board has stated in previous decisions, the threshold to find an arguable case is low and the Union will have to prove its case at a hearing of the matter. However, the Board finds that this is not a plain and obvious case for summary dismissal.

[28] The Board notes that the proposed amendments to the Union's ULP will amend and clarify the "provable facts" outlined above. As will be discussed, the Board finds that the amendments to the ULP do not materially change the allegations from the ULP. While some information is being added and some dates are being amended, the basic allegations giving rise to the unfair labour practice complaints that the Employer has resiled from an agreement previously made have not changed.

The Amendment Application

Position of the Parties:

The Union

[29] The Union argues that Section 6-112 of the *Act* gives the Board broad remedial powers to grant leave to amend applications and other processes of the Board. The Union relies on past Board Decisions in *Heritage Inn Saskatoon v UFCW Local 1400*, 2025 SKLRB 35 (CanLII), *SEIU-WEST v Alison Deck*, 2021 CanLII 23381 (SK LRB) ("*Deck*"), and *United Food and Commercial Workers, Local 1400 v Verdient Foods Inc.,* 2019 CanLII 76957 (SK LRB) to support its argument.

[30] Further, the Union says that amending the original application will allow the Board to decide the "ultimate question" before the Board and to make a "proper determination of the matter". The Union says the amended Application corrects an obvious error in the original application and the details included in the Union's amendments fully outline the issues before the Board.

[31] In response to the Employer's arguments that the Union is fundamentally changing the ULP, the Union says that it is not. The Union says it is removing two sentences from its original application and inserting nine additional sentences.

[32] The Union says the Employer has failed to demonstrate how it would be prejudiced by the proposed amendments to the original application and that the proposed amendments would not cause an injustice to the Employer as per the case of *Cupola Investments Inc. v Zakreski*, 2021 SKCA 86 (CanLII) ("*Cupola Investments*") cited by the Employer.

The Employer

[33] The Employer says that the Board should not allow the amendment to the ULP. The Employer cites the Saskatchewan Court of Appeal decision of *Cupola Investments* and the Board's decision in *Deck* which the Employer says give guidance to the Board in making its decision.

[34] The Employer summarizes the test from *Cupola Investments* accepted in *Deck* as follows:

1. Are the proposed amendments for a proper purpose? Amendments are to enable the court to determine the true points of controversy;

2. Are the amendments a proper pleading?

3. Will there be prejudice to a party if the proposed amendments are allowed. If there is prejudice, is there a way to ameliorate the prejudice?

[35] On the first question, the Employer says that the proposed amendments are not being made for a proper purpose. The Employer argues that the Union is attempting to fundamentally change the allegations set out in the ULP. The Employer points out that Applications submitted to the Board are sworn or affirmed and this adds to the Employer's argument that the proposed amendments are improper and are simply being requested to put forward a different set of facts.

[36] On the second question, the Employer does not specifically argue that the proposed amendments are not a proper pleading as per Rule 7-9(2) of the King's Bench Rules of Court discussed in *Cupola Investments* but argues that because the original application was sworn, the proposed amendments render the original application false and conflicting and that this makes the proposed amendments prejudicial to the Employer.

[37] On the third question, the Employer argues that it would be prejudiced by the proposed amendments and that the prejudice is not compensable. The prejudice alleged by the Employer is that the proposed amendments would "substantially change and essentially redraft the original ULP Application". This rewriting of the ULP would result in the Employer having to reevaluate the

issues at stake and respond to the matter. The Employer argues that the prejudice suffered cannot be compensated by an award of costs because the Board lacks the ability to award costs.

[38] Finally, the Employer argues that allowing an amendment to the original application in this case would set a precedent and result in a "slippery slope" of parties amending their applications to bolster their cases which would have the effect of "relocating evidentiary goal posts" in matters before the Board.

Analysis and Decision:

[39] Section 6-112 of the SEA applies to the Amendment Application and reads as follows:

> ***6-112****(1) A technical irregularity does not invalidate a proceeding before or by the board.*
>
> *(2) At any stage of its proceedings, the board may allow a party to amend the party's application, reply, intervention or other process in any manner and on any terms that the board considers just, and all necessary amendments must be made for the purpose of determining the real questions in dispute in the proceedings.*
>
> *(3) At any time and on any terms that the board considers just, the board may amend any defect or error in any proceedings, and all necessary amendments must be made for the purpose of determining the real question or issue raised by or depending on the proceedings.*
>
> *(4) Without limiting the generality of subsections (2) and (3), in any proceedings before it, the board may, on any terms that it considers just, order that the proceedings be amended:*
>
> > *(a) by adding as a party to the proceedings any person that is not, but in the opinion of the board ought to be, a party to the proceedings;*
> >
> > *(b) by striking out the name of a person improperly made a party to the proceedings;*
> >
> > *(c) by substituting the name of a person that in the opinion of the board ought to be a party to the proceedings for the name of a person improperly made a party to the proceedings; or*
> >
> > *(d) by correcting the name of a person that is incorrectly set out in the proceedings.*

[40] As per this provision, the Legislature has given the Board a broad discretion to amend applications, replies, interventions and other processes before the Board ("pleadings") in order for the Board "to determine the real questions in dispute in the proceedings".

[41] The Board has considered its discretion to amend pleadings on other occasions and has found that its discretion is similar to the Court of King's Bench's discretion to amend its own

pleadings. Both the Board and Court allow amendments to pleadings for "the purpose of deciding the real issues in dispute between the parties".[2]

[42] Furthermore, the Board has accepted the principles set out in *Cupola Investments* when considering discretionary amendments to pleadings. The Court of Appeal in *Cupola Investments* was reviewing the Court of King's Bench's discretion to amend its own pleadings. The Court of Appeal outlined three principles to aid the Court in exercising its discretion to amend pleadings. In *Deck*, the Board accepted the principles in *Cupola Investments* and summarized as follows:

> *Generally, amendments to pleadings are generously permitted to ensure that the issues in dispute can be adjudicated. The generous permission is not unlimited. Amendments must be for the purpose of determining the matters in dispute and not an improper purpose, further amendments must be a proper pleading, and cannot cause undue prejudice to the responding party.*[3]

[43] Given this guidance, the Board will apply the following principles to the proposed amendments:

- Determine whether the proposed amendments are for a proper purpose;
- Determine whether the amendments are proper pleadings or could be struck for reasons articulated at Rule 7-9(2) of The King's Bench Rules of Court[4]; and,
- Determine whether the proposed amendments will prejudice the Employer and, if so, whether the prejudice can be remedied.

Proposed Amendments:

[44] The Union suggests the following amendments to the ULP:

- Paragraph 9 – Proposed change of meeting date when the Union suggested the appropriate forum for deciding exclusion of Aspen Ridge employees was at the Board. Proposed change from the Employer agreed to the Board being the correct forum to the Employer agreed to have discussions at future bargaining meetings about the correct forum;
- Paragraph 10 – Proposed change of meeting date when the Employer allegedly agreed that the Board was the correct forum to decide inclusion/exclusion of Aspen

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[2] *Deck,* para. 8
[3] *Deck*, para. 7
[4] *King's Bench Rules, r. 7-9(2) The conditions for an order pursuant to subrule (1) are that the pleading or other document: (a) discloses no reasonable claim or defence, as the case may be; (b) is scandalous, frivolous or vexatious; (c) is immaterial, redundant or unnecessarily lengthy; (d) may prejudice or delay the fair trial or hearing of the proceeding; or (e) is otherwise an abuse of process of the Court.*

Ridge employees. Proposed added sentence respecting Employer amending its bargaining proposal;

- Paragraphs 11 and 12 – Proposed added events that allegedly occurred at the Union ratification meeting of April 17, 2025;
  Paragraph 16 – Proposed added reference to correspondence between the Union and Employer about an alleged agreement to jointly approach the Board.

Proper Purpose:

[45] The Union's stated purposes for the proposed amendments are to correct errors in the original application and to add vital details to the ULP to allow the Board to decide the ultimate issue before the Board and to make a proper determination.

[46] The Board finds that these are the purposes for which the proposed amendments are being requested and accepts on the first consideration that these are proper purposes for the amendments. The proposed amendments change some factual details including dates of certain events and add supporting facts to the application. Changing these factual details and providing additional details in support of the ULP will assist the Board in "determining the real questions in dispute in the proceedings"[5].

[47] The Employer argues that the amendments will fundamentally change the ULP. The Board does not agree with this argument. The ULP is alleging that certain alleged actions taken by the Employer and a certain alleged agreement made by the Employer and subsequently breached amount to unfair labour practices and a breach of the *Act*. These original allegations are not impacted by the proposed amendments. Dates of the alleged actions taken and alleged agreements made by the Employer have changed but the basic allegations giving rise to the unfair labour practice complaints have not changed.

Proper Pleadings:

[48] The Board finds that the proposed amendments are proper pleadings and could not be struck for a reason analogous to the reasons set out in Rule 7-9(2) of the King's Bench Rules. That is, the proposed amendments could not be struck for disclosing no reasonable cause of action; for being scandalous, frivolous or vexatious; for being immaterial, redundant or unnecessarily lengthy; because they may prejudice or delay the fair hearing of the proceeding;

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[5] *Act*, 6-112(2)

or, are otherwise an abuse of the Court (here Board). The Board notes that the Employer did not raise a real concern respecting this consideration.

Prejudice:

[49] The Board finds that the Employer will not suffer prejudice should the amendments be allowed in the proposed form. As mentioned, when discussing the first consideration above, the main thrust of the allegations in the ULP has not changed. The process is still in its early stages and the Employer has not demonstrated in any meaningful way that additional re-evaluation of the issues at stake and additional response to the matter will be required.

[50] Having found no prejudice will be suffered by the Employer by allowing the amendment, the Board will not deal with the issue of its inability to award costs as raised by the Employer.

Additional Remarks:

[51] The arguments respecting the application being sworn, amendments of this character becoming a "slippery slope" and the behaviours of the Union representative on the file have been considered and found to be of no consequence to the application of the three considerations from *Cupola Investments*.

[52] The Board is allowing the proposed amendments to the ULP for the purpose of determining the real questions in dispute in the proceedings.

Conclusion and Disposition:

[53] In conclusion, the Board will make the following orders:

a. The Employer's application to summarily dismiss the Union's unfair labour practice application (LRB File No. 148-25) is dismissed; and

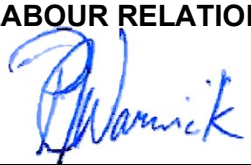
b. The Union's application to amend its ULP (LRB File No. 130-25) is granted.

[54] The Board thanks the parties their submissions, all of which were reviewed and considered in making a determination in this matter.

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

DATED at Saskatoon, Saskatchewan, this **29th** day of **January, 2026.**

LABOUR RELATIONS BOARD



Patricia Warwick
Vice-Chairperson