Canadian Human Rights Tribunal

Tribunal canadien des droits de la personne

Citation: Re Unifor v SaskTel, 2023 CHRT-PEA 1
Date: November 28, 2023
File No.: PE-ES-0001-22

In the Matter of a referral pursuant to s. 162 of the Pay Equity Act S.C. 2018, c.27, s.416

Between

Unifor Local 1S and 2S

Applicant

- and -

Pay Equity Commissioner

Applicant

- and -

Saskatchewan Telecommunications

Respondent

Decision

Member: Jennifer Khurana

I. OVERVIEW

[1] Unifor, the applicant, is the certified bargaining agent for a bargaining unit of employees who work at Saskatchewan Telecommunications ("SaskTel"), the respondent. SaskTel provides telecommunications services, including telephone, internet, television, and security service, to customers inside and outside Saskatchewan. It also provides wireless coverage across Canada and the United States. SaskTel is a provincial Crown corporation and an agent of the Crown in right of Saskatchewan.

[2] Unifor wants the Tribunal to declare that the *Pay Equity Act*, S.C. 2018, c.27 (PEA) applies to SaskTel and order SaskTel to comply with the obligations for employers set out in the PEA, including the requirement to post a notice and establish a pay equity plan. Unifor says that, when the PEA was enacted, the legislature intended to bind provincial Crown corporations operating in the telecommunications sector. According to Unifor, like other telecommunications carriers, SaskTel is subject to federal regulation under the *Telecommunications Act,* 1993 c.38, the *Canada Labour Code*, R.S.C., 1985, c. L-2) (the "Labour Code") and the PEA.

[3] SaskTel's position is that it is not bound by the PEA because there is a presumption of Crown immunity that has not been displaced by express language in the PEA to bind a provincial Crown corporation nor by evidence of a clear legislative intent to do so. SaskTel also disputes that the purpose of the PEA would be wholly frustrated by excluding it from its scope.

[4] The Pay Equity Commissioner (the "Commissioner") referred this question of law to the Tribunal under s.162 of the PEA but did not participate in these proceedings and made no submissions.

II. DECISION

[5] Unifor's application is dismissed. Unifor has failed to demonstrate that there is a clear parliamentary intention to bind SaskTel or that the purpose of the PEA would be wholly frustrated if it did not apply to SaskTel.

III. BACKGROUND

[6] After the Commissioner referred the question of law to the Tribunal, I convened a case management conference call with the parties and sought their submissions before determining an order and method of proceeding. The parties confirmed that they did not want to call evidence and would only make legal submissions in writing. They filed a joint statement of key issues and agreed facts. The parties agree that SaskTel is a provincial Crown corporation, owned and operated by the Province of Saskatchewan, and that it is a federally regulated undertaking pursuant to the *Constitution Act, 1867.* They do not dispute the presumption of Crown immunity or that the application of federal statutes is governed by s.17 of the *Interpretation Act*. The parties agreed that the key question for the Tribunal to determine is whether SaskTel, as a provincial Crown corporation and federal undertaking, is subject to the PEA.

[7] Although the parties agreed they would only make legal arguments and did not want to lead evidence, I gave them the opportunity to do so if they determined that there were factual disputes. They did not do so, and the matter proceeded on the basis of submissions only.

[8] As Unifor is the party seeking a declaration that the PEA applies to a provincial Crown corporation, it filed its submissions first, setting out the basis for its claim that SaskTel is *prima facie* bound by the PEA since it is an "employer" within the meaning of the Labour Code. Unifor could not anticipate SaskTel's legal arguments beyond the brief statements provided to the Commissioner, so Unifor was provided with the opportunity to make a full reply to SaskTel's arguments, including any objection to the application of the PEA on the grounds of Crown immunity. Given the order of proceeding and to ensure SaskTel could

fairly respond to Unifor's arguments, I gave SaskTel the opportunity to file sur-reply submissions.

[9] The parties agree that SaskTel is a federally regulated undertaking pursuant to the *Constitution Act, 1867* and that SaskTel did not have to provide notice of a constitutional question under Rule 17 of the Tribunal's Draft Rules Respecting Pay Equity because there was no live constitutional issue. (The rules remain "draft" because they have not yet been officially adopted through publication in the Gazette.)

IV. ISSUES

[10] To decide whether the PEA binds SaskTel, I must determine whether the PEA displaces the presumption of Crown immunity, based on the following:

1) Is there express language in the PEA binding the provincial Crown?

2) Can a clear parliamentary intention to bind the provincial Crown be discerned from the terms of the statute; or

3) Is there an intention to bind the provincial Crown where the purpose of the statute would otherwise be wholly frustrated, or an absurdity would result?

V. ANALYSIS

Legal Framework

[11] The purpose of the PEA is to "achieve pay equity through proactive means by redressing the systemic gender-based discrimination in the compensation practice and systems of employers that is experienced by employees who occupy positions in predominantly female job classes so that they receive equal compensation for work of equal value, while taking into the account the diverse needs of employers, and then to maintain pay equity through proactive means" (s. 2).

[12] Subsection 3(2)(e) of the PEA defines "employer" with reference to the Labour Code:

> 2. In this Act, ….
>
> 3(2) For the purposes of this Act, each of the following is considered to be an employer: …
>
> (e) each person who employs employees in connection with the operation of any federal work, undertaking or business, as defined in section 2 of the Canada Labour Code, other than a work, undertaking or business of a local or private nature in Yukon, the Northwest Territories or Nunavut;

[13] Section 2 of the Labour Code provides:

> 2. In this Act, ….
>
> "federal work, undertaking or business" means any work, undertaking or business that is within the legislative authority of Parliament, including, without restricting the generality of the foregoing,
>
> …
>
> (b) a railway, canal, telegraph or other work or undertaking connecting any province with any other province, or extending beyond the limits of a province,…

[14] Section 17 of the *Interpretation Act* provides that:

> Her Majesty not bound or affected unless stated
>
> 17 No enactment is binding on Her Majesty or affects Her Majesty or Her Majesty's rights or prerogatives in any manner, except as mentioned or referred to in the enactment. (R.S., c. I-23, s. 16)

[15] Reference to the immunity of the "Crown" in s.17 refers to both the Crown in right of Canada and the Crown in right of a province. Federal legislation does not bind a federal or provincial Crown unless it is specifically mentioned in the legislation, unless there is a clear intention to bind both the federal and provincial Crowns or an intention to bind where the purpose of the statute would otherwise be wholly frustrated, or an absurdity were produced. (*Alberta Government Telephones v. (Canada) Canadian Radio-television and Telecommunications Commission*, [1989] 2 S.C.R. 225 [AGT]) at para 48).

[16] It is well established that to rebut Crown immunity on the basis of s.17 of the *Interpretation Act* requires an exemption under one of the following:

1. Express language to that effect;
2. A clear intention to bind that is manifest from the terms of the statute; or
3. An intention to bind where the purpose of the statute would otherwise be wholly frustrated, or if an absurdity (as opposed to simply an undesirable result) were produced. (AGT).

[17] In the absence of expressly binding words, a purposive and contextual analysis of a statute may reveal an intention to bind the Crown if one is irresistibly drawn to that conclusion through logical inference. That analysis cannot be made in a vacuum, and the relevant context must not be too narrowly construed. It must include the circumstances which led to the enactment of the statute and the mischief to which it was directed (*Manitoba v. Canadian Copyright Licensing Agency (Access Copyright),* 2013 FCA 91 at paras 13, 28-30 [Manitoba] and *Friends of the Oldman River Society v. Canada (Minister of Transport),* [1992] 1 S.C.R. 3 [Oldman River]).

The decisions under other legislation are not relevant to this proceeding

[18] SaskTel relies on past decisions of other federal entities under different legislation in support of its claim that it is not bound by the PEA. In support of its position, SaskTel submitted a letter from Human Resources Development Canada (HRDC) accepting SaskTel's assertion that it is not subject to the Employment Equity Act (EEA). SaskTel also relies on three letters from the Canadian Human Rights Commission (the "Commission") that make the decision not to refer complaints to the Tribunal under the *Canadian Human Rights Act* (CHRA). In those letters, the Commission determines that although SaskTel's activities fall within the legislative authority of the Parliament of Canada (the "Parliament"), it is a provincial Crown agency beyond the Commission's jurisdiction.

[19] Unifor argues that this correspondence is not binding, persuasive or relevant to the Tribunal's task in this matter because it does not relate to the PEA or the facts at issue in this proceeding.

[20] I agree. HRDC and the Commission's decisions have no precedential value and relate to statutory frameworks governed by different legislation. As Unifor argues, the analytical framework for determining the presence of Crown immunity in a given situation

focuses on the applicable statute and its legislative context (AGT at p.28*)*. Deciding whether Crown immunity is displaced in this case requires me to consider the unique legislative context of the PEA, which is wholly distinct from the CHRA and the EEA. A contextual analysis of different statutes, even if they are all in the federal realm, may lead to different conclusions with respect to Parliament's intentions and the applicability of Crown immunity in each set of circumstances. In any event, the decision letters do not assist me in interpreting the relevant context in any analogous way. They do not include any analysis or reasons, nor do they refer to any legislative or judicial authority to help guide my determination under the PEA.

[21] Further, while SaskTel submits that the decision letters serve as instances where "this federal Tribunal has determined they do not have jurisdiction in those cases where the federal statute does not expressly include an agent of the Crown", this is false. The referral decisions were made by the Commission, a separate and independent screening body for federal human rights complaints. Those are not decisions of this or any tribunal.

[22] To displace the presumption of Crown immunity, one of the three exceptions set out in para [16] must apply. I have considered each in turn below.

(i) Is there express language in the PEA binding the provincial Crown?

[23] No. The parties agree that the PEA does not contain express language binding the Crown in right of a province or an agent of the Crown in right of Saskatchewan.

(ii) Is there a clear intention to bind SaskTel which is manifest from the terms of the PEA?

[24] No. In my view a purposive and contextual statutory analysis of the PEA and the Labour Code does not establish a clear parliamentary intention to rebut the presumption of Crown immunity.

[25] Unifor argues that subsection s.3(2)(e) of the PEA brings SaskTel within its scope because it is a federally regulated undertaking, subject to the Labour Code. It submits that by importing the broad definition of "employer" from the Labour Code into the PEA,

Parliament intended to ensure that all employers falling within federal regulation with respect to labour relations would also be subject to the PEA.

[26] Unifor further argues that s.2 of the Labour Code must be interpreted considering the statute as a whole, and not in isolation from other provisions of the legislation, namely sections 5.1, 123(1((c) and 167(1)(e) which make the whole of the Labour Code applicable to "any Canadian carrier, as defined in s.2 of the *Telecommunications Act*, that is an agent of Her Majesty in right of a province." In support of this position, it relies on the fact that Part IV of the Labour Code, which deals with the administration of monetary penalties for violations of Parts II and III of the Labour Code, also incorporates the definition of "employer" from Parts II and III of the Labour Code.

[27] But in my view a contextual analysis leads to the opposite conclusion. As SaskTel argues, Unifor relies on references to provisions other than s.2 of the Labour Code in support of its claim that a contextual analysis of the PEA reveals an intention to bind provincial Crown corporations. Unifor has not explained why those explicit references to an agent of Her Majesty in right of a province were necessary in Parts II, III, IV and V of the Labour Code if the broad definition in s.2 was sufficient to encompass all federal undertakings, including provincial Crown entities. This is fatal to Unifor's position.

[28] I therefore accept SaskTel's argument that being a federal work or undertaking as defined in s. 2 of the Labour Code is not enough to bring it within the ambit of the PEA. Not all telecommunications companies are agents of the Crown. Those that are not agents of the Crown are bound by the PEA and s.2 of the Labour Code. SaskTel, a provincial Crown corporation, is not.

[29] In contrast to the approach taken by Parliament with respect to the PEA, SaskTel cites the *Non-smoker's Health Act*, RSC 1985, c 15 (4th Supp) which incorporates subsection 123(1) of the Labour Code to specifically bind a provincial Crown agent. Section 2 of the *Non-Smoker's Health Act* states: "[i]n this Act employer means a person who employs one or more persons in employment described in subsection 123(1) of the Canada Labour Code."

[30] Section 2 of the Labour Code is separate and distinct from other parts of the Labour Code and is clearly not synonymous with provisions like s.123(1)(c) which reads as follows:

> 123(1) Notwithstanding any other Act of Parliament or any regulations thereunder, this Part applies to and in respect of employment… (c) by a Canadian carrier, as defined in section 2 of the Telecommunications Act, that is an agent of Her Majesty in right of a province.

[31] The PEA does not incorporate references like s.123(1)(c) of the Labour Code which do bind an agent of the Crown in right of a province. Parliament could have made a similar choice with respect to the PEA but did not. As I explain below, although I have considered the context of the legislation as a whole as well as the legislative history and amendments to bring provincial Crown corporations within the ambit of certain provisions of the Labour Code, those parts or sections are not the ones to which the PEA is linked. That was a choice Parliament made, and it is not for me to fill in the blanks.

[32] Unifor relies on the court's approach in *Manitoba* as an example of what should properly be included in a contextual analysis, namely the legislative history of the statute, the evolution of the relevant provisions over time, how and why certain statutory amendments were enacted, the broader historical context of the relevant legal regime and the circumstance which led to the enactment of the statute (*Manitoba* at paras 13 and 15). It also relies on the Supreme Court of Canada's holistic and contextual approach in *Canada (Attorney General) v Thouin*, 2017 SCC 46 (CanLii) at para 30 [*Thouin*] in which the Court emphasized the need to engage in a detailed analysis of the words used in the provision under scrutiny, in light of similar language used in surrounding sections of the statute.

[33] SaskTel submits that *Manitoba* turned on a number of exceptions found in the relevant legislation which were interpreted as confirmation of Parliament's intention to bind the Crown. The Federal Court of Appeal found that many of those exceptions would be illogical in the absence of a clear intent to otherwise bind the Crown. I do not find that Unifor has identified similar exceptions to support its interpretation of the PEA and its scope of application.

[34] In *Thouin*, the Supreme Court of Canada concluded that the relevant provisions of the legislation at issue did not clearly and unequivocally lift the Crown's common law

immunity. I similarly do not find a clear and unequivocal expression of legislative intent in the circumstances that would justify departing from the common law presumption of Crown immunity.

[35] Unifor argues that legislative and jurisprudential changes filled gaps in the Labour Code to ensure that entities like SaskTel would be captured by the term “federal work, undertaking or business.” Bill C-62, *An Act respecting telecommunications*, introduced the *Telecommunications Act* and changed existing legislation, including the Labour Code. Unifor submits that one of the stated objectives of Bill C-62 was to ensure that both provincial and federal telecommunications providers would be brought under the same regulatory regime, with particular attention given to provincial Crown corporations. In particular, it submits that sections 5.1, 123(1) and 167(1) of the Labour Code all refer to the definition of “Canadian carrier” found in s.2 of the *Telecommunications Act*, namely an agent of the Crown in right of a province and in respect of the employees of the carrier.

[36] While I accept that these legislative changes brought provincial Crown corporations in the telecommunications sector under parts of the Labour Code, that is not the issue. SaskTel does not deny that it is subject to *some* of the Labour Code. It is bound by those parts which say they apply to a “Canadian carrier, as defined in section 2 of the *Telecommunications Act*, that is an agent of Her Majesty in right of a province.” SaskTel’s position, however, is that there is a distinction between federal undertakings as defined in s.2 of the Labour Code and the phrase used elsewhere in the Labour Code in provisions which clearly intend to encompass a provincial Crown.

[37] I agree. Unifor has not reconciled its position that Parliament introduced amendments to specific parts of the Labour Code that explicitly bind provincial Crown corporations, with its claim that the non-specific wording of s. 2 of the Labour Code is enough to bind SaskTel and displace provincial Crown immunity.

[38] Further, I do not find that a reading of sections 2 and 3 of the *Telecommunications Act* supports Unifor’s claim that by virtue of being a federal undertaking alone, SaskTel falls within the ambit of the PEA through s.2 of the Labour Code. Section 2 of the *Telecommunications Act* defines a Canadian carrier as “a telecommunications common

carrier that is subject to the legislative authority of Parliament." Section 3 of the *Telecommunications Act* specifically provides that the *Telecommunications Act* is "binding on Her Majesty in Right of Canada or a province." I accept SaskTel's argument that if the reference to a telecommunications carrier that is subject to the authority of Parliament was sufficient to bind a provincial Crown corporation through either s. 2 of the *Labour Code* or through the specific provisions respecting agents of provincial Crowns, then section 3 of the *Telecommunications Act* would not have been necessary either.

[39] Finally, Unifor relies on the Federal Court of Appeal's decision in *Syndicat professionnel des ingénieurs d'Hydro-Quebec v Hydro-Quebec (C.A),* [1995] 3 FC 3, which affirmed that sections 5.1, 123(1) and 167(1) of the Labour Code are sufficient to establish parliamentary intention to withdraw Crown immunity in the context of telecommunications. I agree that language found in those provisions displaces the presumption with respect to the parts of the Labour Code that those provisions address. But again, those are not the provisions that Parliament chose to refer to with respect to the PEA, and Unifor has not reconciled this fact with its claim that s.2 of the Labour Code encompasses provincial Crown corporations.

[40] Unifor also argues that Parliament's express exclusion of an "undertaking or business of a local or private nature in Yukon, the Northwest Territories or Nunavut" in subsection 3(2)(e) of the *Pay Equity Act* necessarily implies that those employers who are operating a business in a *province*, as opposed to a territory, are included within the definition. I am not persuaded by this argument nor am I willing to read in that by *excluding* a local or private territorial undertaking, Parliament intended to include, by *extension*, a provincial Crown undertaking. There must be something more in the context or in this purposive analysis to make that leap. Parliament had other options and could have chosen to refer to the sections in the Labour Code that include agents of the provincial Crown, it could have made the language explicit, or it could have clearly filled the gap, as it did when it introduced amendments bringing telecommunications carriers within the ambit of the Labour Code itself. It did not do these things, and it is not for the Tribunal to fill in for Parliament.

Statements from Parliament and the purposes of the PEA

[41] Unifor argues that I must interpret the PEA liberally, in a broad and generous manner, and in a way that would allow the legislature to meet its objective of remedying historical, structural gender-based discrimination in the federally regulated sphere, particularly in sectors that are female-dominated, relying on principles of statutory interpretation from *Rizzo & Rizzo Shoes Ltd*. (Re), 1998 CanLii 837 (SCC), *Driedger on the Construction of Statues* (Ottawa: University of Ottawa, 1994) at 37 and s. 12 of the *Interpretation Act*.

[42] Unifor relies on quotes from lawmakers who refer to the purposes of the PEA and to the fact that that there is a heavy concentration of female employees in federally regulated sectors such as telecommunications. It also argues that I ought to consider the legislature's consistent use of the term "federally regulated employers" as well as statements that indicate that the PEA was intended to include Crown corporations. For example, Unifor relies on a statement made by the Executive Director of the Pay Equity Task Team from Employment and Social Development Canada before the Standing Committee on National Finance during their study of the proposed PEA in November 2018. The Executive Director said at the time that the definition of an employer in the PEA for the private sector "relates back to what is considered to be a federal work undertaking or business under the *Canada Labour Code*."

[43] In my view, the quotes referring to Crown corporations within the jurisdiction of the "federally regulated private sector" that Unifor relies on are not sufficient evidence of Parliament's intention to displace provincial Crown immunity in particular. As the Supreme Court held in AGT, "[a] provincial Crown does not lose the immunity it would otherwise have by entering into a federally-regulated area and becoming an interprovincial work or undertaking. If activity in an area of federal jurisdiction alone sufficed to prevent the agent from invoking its immunity, s. 16 [now s.17] of the *Interpretation Act* would become a dead letter vis-à-vis the Crown in right of a province." (AGT).

[44] Unifor further submits that a contextual analysis requires me to consider the mischief to which the PEA as a whole was directed, not just "mischief" concerning one isolated employer. It argues that SaskTel does not have a proactive pay equity regime in place at

the provincial level, in contrast to the novel approach embodied in the PEA which was to shift focus away from employees and their unions having to file complaints in favour of a more proactive obligation placed on employers to prove gender parity in compensation. While Unifor acknowledges that a federally regulated employer could be exempt from its obligations under the PEA if an equivalent proactive pay equity scheme were in place, with special dispensation, it argues no such regime exists in Saskatchewan. As a result, Unifor submits that there would be a regulatory gap if SaskTel were not covered by the PEA, as the sole telecommunications provider in the country that is not subject to any form of proactive pay equity legislation.

[45] In response, SaskTel argues that Unifor has failed to demonstrate the "mischief" that would go unattended or show that it is lacking a proper means to deal with systemic gender-based discrimination in its compensation practices and systems. According to SaskTel, it is subject to the *Saskatchewan Human Rights Code* and to the jurisdiction of the Saskatchewan Human Rights Board of Inquiry. Further, it is a registered participant of the Saskatchewan Human Rights Commission's Employment Equity Program. As part of the program, the Saskatchewan Human Rights Commission approves and supports the equity plans of employers and organizations who apply to become equity partners. Finally, SaskTel argues that it is also subject to the *Saskatchewan Employment Act* which provides that an employer cannot discriminate based on pay where employees do similar work involving similar skill, effort and responsibility under similar working conditions in the same establishment, unless otherwise based on merit.

[46] In light of all of the above, I am not "irresistibly drawn, through logical interference, to the conclusion that there is an intention to bind the Crown" (*Manitoba* at para 30, citing *Oldman River*), even when considering context and purpose. While there were clearly legislative changes introduced to fill a vacuum that Parliament intended to eliminate with respect to provisions of the Labour Code, that gap appears to still exist with respect to the PEA because the link between the two pieces of legislation is through s.2 of the Labour Code, as opposed to the provisions that bring provincial Crown corporations within the reach of subsequent parts of the Labour Code.

[47] I am not persuaded that because amendments to specific provisions were introduced to ensure the Labour Code applies to all telecommunications companies, including SaskTel, that the link in the PEA to s.2 of the Labour Code and a general reference to "federal undertakings" are enough to bind SaskTel. I cannot square Unifor's interpretation with the other provisions that do exist in the Labour Code covering provincial Crowns agents that Parliament did not elect to refer to when it enacted the PEA. There was an opportunity to clarify or explicitly confirm that the PEA applies to provincial Crown corporations, yet Parliament did not do so, despite having clearly turned its mind to questions of application to different levels of government, as set out above. Further, while the purpose of the PEA is to create a proactive pay equity regime, that generic reference is not enough to irresistibly draw me to the conclusion that Parliament intended to displace Crown immunity for a provincial Crown corporation that does indeed appear to occupy some of that space itself.

(iii) If not, would the purpose of the PEA be wholly frustrated by excluding SaskTel from its application?

[48] No. In my view the purpose of the PEA would not be wholly frustrated or reduced to an absurdity if SaskTel were not bound. While the parties did not make submissions on how I should interpret "wholly frustrated" or "absurdity", the plain wording itself of those terms suggests it is a high bar. Further, the principle of Crown immunity is well established and cannot be easily displaced. While Unifor claims that SaskTel would be the only telecommunications provider in the country without a proactive pay equity framework, it is not for the Tribunal to fill a legal vacuum if such a gap exists, even if this gap is "inconvenient" (*IBEW v Alberta Government Telephones*, [1989] 2 SCR 318 [*IBEW*]).

[49] Relying on *IBEW*, SaskTel says that the most that can be said is that individuals affected by the action of the provincial Crown will not have the benefit of the PEA and that this is not sufficient to force an interpretation to the effect that the legislation must apply. Further, SaskTel maintains that its current and historical practice regarding pay equity does not create an undesirable result were it not to be bound by the PEA, let alone an absurd one.

[50] I agree. The PEA will continue to apply to the bulk of telecommunications carriers that are captured by s.2 of the Labour Code. SaskTel made some submissions on the legislative and policy job evaluation process and equity framework in place in the province. Unifor did not lead evidence to demonstrate the “absurdity” that would result if SaskTel were not bound by the PEA, focusing instead on the gap that would result with SaskTel being the only telecommunications provider in the country that is not subject to proactive pay equity legislation.

[51] As the Supreme Court of Canada explained in AGT, “[t]he fact that granting immunity will produce a regulatory vacuum… does not amount to a frustration of the *Railway Act* as a whole. While granting immunity unless and until Parliament chooses to amend legislation will produce a gap in potential coverage of the *Railway Act*, the Act can continue to function just as it did prior to this Court’s finding that AGT is a federal undertaking.” Similarly, immunity for SaskTel does not amount to a frustration of the PEA, even if such immunity is inconvenient as a matter of operation or policy. The Tribunal is not the legislature and must not occupy that role.

VI. ORDER

[52] Unifor’s application is dismissed. SaskTel is not subject to the PEA.

Signed by

Jennifer Khurana
Tribunal Member

Ottawa, ON
November 28, 2023

Canadian Human Rights Tribunal

Parties of Record

File No.: PE-ES-0001-22

Style of Cause: Unifor v SaskTel

Decision of the Tribunal Dated: November 28, 2023

Dealt with in writing without appearance of parties

Written representations by:

Farah Baloo and Erin Masters, for the Applicant.

Carol L. Kraft, for the Respondent