

SUPREME COURT OF YUKON

Citation: *Boles v Yukon Department of Education*
2026 YKSC 78

Date: 20260911
S.C. No.26-A0012
Registry: Whitehorse

BETWEEN:

CARRIE BOLES

PLAINTIFF

AND

YUKON DEPARTMENT OF EDUCATION

DEFENDANT

Before Chief Justice S.M. Duncan

Appearing on her own behalf

Carrie Boles

Counsel for the Defendant

Mina Connelly

REASONS FOR DECISION

Overview

[1] The defendant Yukon Department of Education (Yukon government) applies to strike the statement of claim because the Supreme Court of Yukon lacks jurisdiction due to the subject matter falling under the comprehensive labour relations dispute resolution scheme. The plaintiff was a Teacher on Call and received a rejection on probation letter dated October 17, 2025, setting out concerns about her actions in a classroom on October 7, 2025, that resulted in a complaint to the principal of the school.

[2] The Yukon government brings this application under Rule 20(26)(a): the claim should be struck because it discloses no reasonable claim. The government says the

plaintiff's claim is about the termination of her employment with the Department of Education, and, as a unionized employee, the terms and conditions of her employment were governed by a collective agreement and labour legislation. The Yukon government advised they are no longer pursuing the second ground in their application that the claim is an abuse of process.

[3] The plaintiff says the labour relations scheme did not provide her with justice. The Yukon government treated her unfairly in various ways, including in the process leading up to the issuance of the rejection on probation letter, as well as the process and outcome of her appeal to the Deputy Minister of Education (Deputy Minister). The plaintiff seeks reinstatement to her position and compensation.

[4] Along with her Statement of Claim, Ms. Boles filed a 10-page response to the Yukon government's application, and relied on two new affidavits, one with 72 paragraphs and 19 exhibits, and another one with three paragraphs and 14 exhibits. The affidavits set out details surrounding the termination of her employment. They also set out many concerns of a policy nature related to the appropriateness of her probationary status, the impact of the collective agreement and statutory provisions on the obligations, benefits, and limits of the position of Teacher on Call, and her challenges in obtaining adequate union representation. This subject matter is beyond the scope of her Statement of Claim and cannot be addressed here.

[5] I find that this Court has no jurisdiction to hear the plaintiff's claim. However, the Court has jurisdiction to hear a judicial review of the Deputy Minister's decision to uphold the rejection on probation.

[6] In the following, I will first address the preliminary matter of whether evidence can be introduced by the Yukon government to support their application to strike under Rule 20(26)(a) for no reasonable claim for lack of jurisdiction. I will then set out the issues; review the factual background to this matter; summarize the applicable legal principles; and provide my analysis and conclusions.

Preliminary Matter – Is evidence permitted on an application under Rule 20(26)(a)

[7] Rule 20(26)(a) provides that no evidence is permitted on an application under this section. However, cases have interpreted this rule with some flexibility. In *Kornelsen v Yukon*, 2019 YKSC 69 at para. 33, this Court held that evidence may be relied upon where the pleading does not contain factual allegations addressing jurisdiction or they are insufficiently particularized. This rationale was also followed in *Ó Murchú v Yukon (Government of)*, 2020 YKSC 21 (*Ó Murchú*) at para. 15 and *Emery v Yukon Association of Education Professionals*, 2025 YKSC 26 (*Emery*) at para. 34.

[8] There are some facts in the affidavit of Dave Anderson of the Yukon government that are not in the statement of claim but are relevant to the question of jurisdiction. These include the nature and status of the plaintiff's employment; confirmation that she was a bargaining unit member; the statutory basis for her rejection on probation; the process of appeal and decision on appeal; and confirmation that the plaintiff filed no grievance.

[9] These facts are all helpful for the determination of the jurisdictional issue. I will admit and consider them.

[10] The second affidavit of Svetlana Syed of the Yukon government contains details of the Small Claims Court of Yukon action started by the plaintiff, also related to the

termination of her employment. As the Yukon government has abandoned the abuse of process ground of their application, it is not necessary to consider this affidavit.

Issues

- i) What is the test for an application to strike a claim because it is not reasonable due to a lack of jurisdiction?
- ii) What is the essential character of the underlying dispute?
- iii) Does the essential character fall within the scope of the collective agreement and legislated scheme for the resolution of workplace complaints and disputes?
- iv) Do the collective agreement and the legislation oust the Court's jurisdiction?
- v) Should the Court exercise its residual jurisdiction, if any?
- vi) Is judicial review available to the plaintiff?

Background

[11] Ms. Boles was employed by the Yukon government and specifically the Department of Education as a Teacher on Call for the 2025-2026 school year, effective August 21, 2025, to June 26, 2026.

[12] Ms. Boles' letter of employment stated among other things this was an on-call position, filled as needed, with no guaranteed hours. It further provided it is a Yukon Association of Education Professionals (YAEP) bargaining unit position with terms and conditions of employment in the YAEP collective agreement. The salary for the position was determined by the categories and pay grid in Appendix D of the YAEP collective agreement. The letter was signed by Ms. Boles on August 13, 2025. The *Education Labour Relations Act*, RSY 2002 c 62 (*ELRA*) also governed Ms. Boles' employment.

[13] On October 7, 2025, Ms. Boles was assigned as a Teacher on Call to a Grade 5 classroom at an elementary school. When the teacher returned the following day, they found the rainbow border around the classroom door and a pride flag had been torn down and removed, and a Canadian Residential Schools textbook from the staff library was left on the desk and marked with sticky notes that without context appeared inappropriate. Ms. Boles left a handwritten note for the teacher beside the textbook that included “Some rainbow items on your door fell off...This will need to be fixed by you.”

[14] On October 10, 2025, the Area Superintendent (Superintendent) from the Department invited Ms. Boles to a fact-finding meeting on October 14, 2025, to discuss the complaint received by the principal of the school where Ms. Boles had been working on October 7. On October 11, Ms. Boles responded that she could not attend at that time. On October 14, the Superintendent sent another invitation for the meeting on October 15, at 2:00 p.m. Ms. Boles again responded that she was not available at that time and that she would not be available until after 3:00 p.m. The Superintendent sent Ms. Boles a third invitation to a meeting on October 15 at 3:30 p.m. Ms. Boles responded she would not be able to attend and suggested the Superintendent, and she could reschedule a time for a phone call.

[15] In all three invitations the Superintendent told or encouraged Ms. Boles to obtain representation from the YAEP. The Superintendent clarified in her emails that a fact-finding meeting was not a meeting only with the two of them, and there would be a representative from Human Resources present. The Superintendent confirmed to Ms. Boles in another message on October 15 “when issues arise that may result in

discipline, then as per the collective agreement, Article 11, I'm required to give you the rights to union representation."

[16] Ms. Boles responded on October 11 and October 14 that she would not take any shifts at the school in question until this matter was resolved. In her October 14 message she said, "I am unsure of the nature of the complaint/issue" and requested the meeting be a one-on-one discussion between her and the Superintendent.

[17] Ms. Boles' refusal to attend a fact-finding meeting and her communication with the Superintendent were deemed insubordinate.

[18] The Department conducted a separate fact-finding process and a second Teacher on Call who was in the same classroom on October 7, 2025, provided more information about the incidents.

[19] On October 17, 2025, Ms. Boles was rejected on probation pursuant to s. 106(2) of the *ELRA*.

[20] On October 19, 2025, Ms. Boles appealed the rejection on probation to the Deputy Minister as authorized by s. 106(4) of the *ELRA*.

[21] On December 19, 2025, the appeal was heard. At the hearing were the Deputy Minister, Mary Cameron, an Employment Relations Advisor for the YAEP, Douglas Rody, and Ms. Boles.

[22] On January 6, 2026, the Deputy Minister released her decision on appeal to Ms. Boles. She upheld the rejection on probation.

[23] Ms. Boles did not file any grievance with respect to this matter other than the appeal to the Deputy Minister.

[24] A Teacher on Call is defined in Article 2 of the collective agreement between the Yukon government and the YAEP as a teacher employed to replace a teacher, who is reasonably anticipated to be absent from regular duties for less than 30 consecutive instructional days.

[25] Probationary periods for teachers are set out in Article 46.01 of the collective agreement. All teachers hired by the employer are to serve an initial probationary period of employment of 950 instructional hours in temporary or indeterminate appointments under the collective agreement. At least 245 of the 950 instructional hours must occur in the same position and school, in a single school year. 950 hours is equivalent to a full school year.

[26] Ms. Boles was initially hired in 2015 as a Teacher on Call. She had successive one-year contracts every year. The Department's position is that she was on probation every year.

General legal principles

[27] It is accepted law in Canada that exclusive arbitration clauses in collective agreements serve to oust the courts' jurisdiction over disputes that can be resolved under these clauses, subject to the court's residual discretion. The Supreme Court of Canada in *Weber v Ontario Hydro*, [1995] 2 SCR 929 (*Weber*) (applied in *Ó Murchú* at para. 42) acknowledged the importance of court deference where there is a comprehensive labour relations scheme in place for resolution of a dispute. Quoting from *St Anne Nackawic Pulp & Paper v Canadian Paper Workers Union, Local 219*, [1986] 1 SCR 704 (*St Anne*) at 718-19 the Supreme Court of Canada wrote:

...The more modern approach is to consider that labour relations legislation provides a code governing all aspects of

labour relations, and that it would offend the legislative scheme to permit the parties to a collective agreement, or the employees on whose behalf it was negotiated, to have recourse to the ordinary courts which are in the circumstances a duplicative forum to which the legislature has not assigned these tasks. (*Weber* at 952)

[28] This principle includes the application of labour legislation along with a collective agreement in resolving a dispute. In *Beaulieu v University of Alberta*, 2014 ABCA 137 (*Beaulieu*) at para. 36, the Alberta Court of Appeal wrote “where labour legislation and a collective agreement establish a dispute resolution procedure, that procedure must be followed and should not be duplicated or undermined by concurrent court action: *Weber* at para. 58; *Young Estate* at para. 29.”

[29] Also in *Weber*, the Supreme Court of Canada explained the analytical process for determining whether the court has jurisdiction over a dispute arising under the collective agreement at 953:

... the analysis of whether a matter falls within the exclusive arbitration clause must proceed on the basis of the facts surrounding the dispute between the parties, not on the basis of the legal issues which may be framed. ... Where the dispute, regardless of how it may be characterized legally, arises under the collective agreement, then the jurisdiction to resolve it lies exclusively with the labour tribunal and the courts cannot try it.

[30] The Supreme Court of Canada set out a two-part test to determine whether an arbitrator or the court has jurisdiction over a dispute: a) what is the nature or essential character of the dispute; and b) does the essential character of the dispute fall within the scope of the collective agreement (or the combined legislative scheme and collective agreement).

[31] In exceptional cases, a court may exercise its inherent jurisdiction to hear and decide the dispute and grant remedies not available to the arbitrator (*Beaulieu* at para. 21). However, in most cases where the dispute resolution scheme is found not to oust the courts' jurisdiction completely, and the court has residual discretion to decide the dispute, the courts apply the approach of judicial deference to the labour arbitration process (*Vaughan v Canada*, 2005 SCC 11 (*Vaughan*) at paras. 2, 17, 22, 25, and 39).

Issue i) test for application to strike for no reasonable claim due to want of jurisdiction

[32] Rule 20(26) provides that the Court may at any stage of a proceeding, strike out the whole or any part of a pleading if: (a) it discloses no reasonable claim. As noted in *Emery* at para 30:

The reason for such a rule is to promote efficiency and fairness in the conduct of litigation and to help ensure court resources are used properly ... A claim that falls outside of the court's jurisdiction may also be struck under this rule, on the basis that it lacks a reasonable claim. ... Courts have held it is inappropriate to use court resources to resolve a matter for which there is an alternative, often more specialized and suitable process chosen by the legislature.

[33] To succeed in striking out a claim on this basis, the moving party must show on a balance of probabilities it is plain and obvious that the pleading should be struck. More specifically: a) a claim should be struck out if it is plain and obvious that the claim is bound to fail; b) the fact that a case is weak or unlikely to succeed is not a sufficient ground to strike a claim; c) if the claim raises serious questions of law or fact, it should not be struck; d) at this stage, the court must read the pleadings generously, with allowances for inadequacies due to deficient drafting (*McDiarmid v Yukon (Government*

of), 2014 YKSC 31 at para. 14; *R v Imperial Tobacco Canada Ltd.*, 2011 SCC 42 at paras. 17 and 21).

[34] In *CDG v Family and Children Services (Yukon Government)*, 2026 YKSC 7 (under appeal) at para. 20, this Court boiled the test down to the following question: are the claims advanced in the litigation, as plead, doomed to fail. There were a number of employment related claims in that case. The plaintiff was employed in a unionized work environment and was able to address his concerns about his unjust dismissal and his supervisor's actions through the arbitration process with the help of his union. The Court wrote at para. 21:

The law, in my view, is clear that when one is in a unionized work environment, then one has the opportunity to advance one's concerns through an arbitration grievance or other process, and the Supreme Court of the Yukon should decline to take jurisdiction: *Emery*.

The Court dismissed the plaintiff's employment related claims as a result.

[35] Thus, the burden is on the Yukon government to persuade the court on a balance of probabilities that the existence of the labour relations scheme in this case ensures that the plaintiff's claim is bound to fail.

Issue ii) What is the essential character of the underlying dispute?

[36] The essential character of this dispute arises from the interpretation, application or violation of the application of the collective agreement and labour legislation.

[37] In her Amended Statement of Claim, Ms. Boles described the events leading up to the rejection on probation letter in detail, including the Superintendent's attempts to schedule a fact-finding meeting. She also describes in detail the process of her appeal to the Deputy Minister and critiques the appeal decision. She claims relief due to the

Department's failure to receive her explanation for the incidents occurring in the classroom on October 7, 2025; their deeming her insubordinate when she did not attend the scheduled fact-finding meeting; their according her the status of a probationary employee; their breach of Article 11 of the collective agreement by, among other things, not respecting the rules of natural justice by failing to disclose relevant material to her in advance of the appeal meeting with the Deputy Minister; and the Deputy Minister's failure to provide sufficient reasons in her decision to uphold the rejection on probation and her failure to consider the plaintiff's reasons for not attending the scheduled meeting. The plaintiff claims reinstatement as a Teacher on Call with the appropriate rate of pay and seniority; removal of the rejection and appeal letters from her file; 30 days' prior written notice and pay from three missing shifts and back pay from December 17, 2025 to the present (if the Small Claims Court of Yukon action does not proceed); compensation for mental distress; and the "exploration with her employer and the Court the broader implications of the termination on her loss of earning capacity and ability to find alternate employment, as well as the impact of the termination on her dignity, reputation and ability to provide support to her extended family." The plaintiff also requests her claim be converted into a judicial review if the Court decides to strike the Statement of Claim.

[38] It is clear from the Statement of Claim and from Ms. Boles' other affidavit evidence and submissions that her claim and relief sought are all related to the terms and conditions of employment, and the loss of her employment as a Teacher on Call.

Issue iii) Does the essential character fall within the scope of the collective agreement and legislated scheme for the resolution of workplace complaints and disputes?

[39] This dispute is within the scope of the *ELRA* and the collective agreement between the Yukon government and the YAEP. This satisfies the second part of the test set out by the Supreme Court of Canada in *Weber*.

[40] The collective agreement and the *ELRA* operate together in their application to the employees subject to their jurisdiction.

[41] As noted above, a Teacher on Call is defined in s. 2.01(w) of the collective agreement as “a teacher employed to replace a Teacher, Yukon First Nations Language Teacher, or Educational Assistant/Remedial Tutor who is reasonably anticipated to be absent from regular duties for less than 30 consecutive instructional days.” Appendix D at the end of the collective agreement sets out the pay grade categories, pay grid, acting pay, work days and work call-out for Teachers on Call.

[42] Other provisions in the collective agreement are directed to Teachers on Call specifically, such as 18.01(a) – Teachers on Call not entitled to leave with pay under the agreement; 29.02 -Teachers on Call not eligible to receive a Yukon Bonus; 31.01- Teachers on Call shall not receive the annual community allowance; 34- Preparation Time does not apply to Teachers on Call; 44.01- Deferred Salary leave plan does not apply to Teachers on Call; 50.04- Teachers on Call do not have electronic access to view accrued seniority.

[43] It follows that other collective agreement provisions that reference all employees include Teachers on Call. This includes Article 11-Discipline- setting out the natural justice principles and other applicable processes in the event of discipline or dismissal,

and Article 46 -Probationary employees- which provides that Teachers serve an initial probationary period of employment of 950 instructional hours in temporary or indeterminate appointments under the agreement.

[44] The employment letter provided to Ms. Boles dated August 12, 2025, identified the position as a YAEP bargaining unit position. Terms and conditions of employment were in the YAEP collective agreement, including the salary as set out in the pay grid in Appendix D.

[45] Article 10 in the collective agreement about grievance procedures provides that all grievances are presented in accordance with sections 63, 64, and 65 of the *ELRA*. The collective agreement sets out the two levels of process for a grievance – complaint and grievance. A grievance may be brought about any provision of the *ELRA* or the collective agreement or any other matter affecting terms and conditions of employment. If at the final level the grievor is not satisfied, they may refer the grievance to adjudication (unless they are dismissed for cause during their probationary period – s. 64(3)). Adjudicators are appointed by the Yukon Teacher Labour Relations Board, and they render decisions after a hearing of the grievance.

[46] The *ELRA* applies to all employees as defined in s. 1 of that Act. Employee in s. 1(1) means a person employed under the provisions of the *ELRA*, a somewhat circular definition, or, a person who is a member of the bargaining unit. It does not include a person who is an employee within the meaning of the *Public Service Act*, RSY 2002, c 183, a person employed in a managerial capacity or a person employed on a casual basis. The last exclusion was an amendment made on April 30, 2019. Before this, the

exemption from the definition of employee included persons employed on a relief or substitute basis as well as casual, meaning that Teachers on Call were excluded.

[47] Section 27 of the *ELRA* provides:

(1) A collective agreement is, subject to and for the purposes of this Act, binding on the employer, on the bargaining agent, and its constituent elements and on the employees in the bargaining unit effective on and from the day on and from which it has effect pursuant to subsection 26(1);

(2) If a conflict appears between a provision of a collective agreement and provision of an Act, the provision of the Act prevails.

[48] Section 64 of the *ELRA* provides that an employee is not entitled to refer a grievance respecting dismissal for cause during or at the end of the probationary period to adjudication.

[49] Subsection 106(2) permits a superintendent to terminate the employee's contract of employment at any time during their probationary period, on 30 days' prior written notice specifying reasons for the termination. Subsection 106(4) gives an employee terminated during a probationary period by a superintendent the right to appeal the decision to the deputy minister, instead of through the grievance procedure under the collective agreement.

[50] The employment of Ms. Boles as a Teacher on Call was governed by the collective agreement and the *ELRA*. This includes the terms and conditions of her employment, up to and including discipline and dismissal.

Issue iv) Do the collective agreement and the legislation oust the court's jurisdiction?

[51] The *ELRA* and the collective agreement leave some room for the court to exercise jurisdiction. The court's jurisdiction is not completely ousted by the scheme.

[52] Clear language is required in the governing legislation to oust the court's jurisdiction. Here, the *ELRA* provides at s. 94 that every order, award, direction, decision, declaration or ruling of an adjudicator is final and shall not be questioned or reviewed in any court except in accordance with s. 95. Section 95 says that the Supreme Court of Yukon has jurisdiction to hear and determine applications to review and set aside a decision or order made by an adjudicator if they have failed to observe principles of natural justice, acted beyond jurisdiction, erred in law or based their decision on an erroneous finding of fact made in a perverse or capricious manner or without regard for the material before them. Further, the adjudicator or the board may refer any question or issue of law or jurisdiction to the Supreme Court for hearing and determination.

[53] Section 95 of the *ELRA* applies to adjudicators. It does not apply to the deputy minister who makes a decision under s. 106(4) as was done in this case. In other words, the privative clause restricting court intervention in adjudicators' decisions does not apply to the deputy minister's decision such as the one in this case. This leaves jurisdiction for the court to intervene.

[54] There is no language in the *ELRA* that ousts the court's ability to judicially review decisions of the deputy minister, or to review decisions of adjudicators in the circumstances set out in s. 65. As a result, it is necessary to turn to the next question of whether this Court should exercise its residual jurisdiction and determine this claim.

Issue v) Should the Court exercise its residual jurisdiction in this case?

[55] Following similar decisions of many courts, in this case I find the Court should not exercise its residual jurisdiction to hear this claim. Where there is a comprehensive

scheme in place to resolve disputes, and it can provide a solution to the problem, courts should defer to the legislative choice. This is the situation here.

[56] Yukon cases have followed the decision of the Supreme Court of Canada in *Vaughan*, where some principles for guidance were articulated. In that case a federal public servant was on leave from the government working in the private sector for several years when he was notified he would be laid off from the public service. He sought to obtain Early Retirement Incentive (ERI) benefits but his application was rejected and he was laid off. Under the *Public Service Staff Relations Act*, RSC 1985, c P-35 (*PSSRA*), the lay-off was arbitrable, but his claim for ERI benefits was not, although it was grievable. Mr. Vaughan initiated a claim in the Federal Court against the federal government for the ERI benefits, on the basis that *Weber* and the decisions following it were distinguishable. He argued his inability under the *Labour Relations Act*, RSO 1990, c L 2 to have an independent adjudication of his claim for benefits justified court intervention.

[57] The Supreme Court of Canada held that although the wording of the *PSSRA* was not strong enough to oust the court's jurisdiction over matters that were grievable but not arbitrable, Mr. Vaughan should have grieved under the *PSSRA*. The dispute related to employment benefits in the labour relations context. Parliament's intention was clear in the *PSSRA* that the Deputy Minister's decision about benefits should be final. Mr. Vaughan's legal characterization of his claim as one in negligence did not permit him to access the courts. The Supreme Court of Canada concluded that even where the absence of independent adjudication may have an effect on the exercise of a court's

residual discretion, a court should still defer to the legislative scheme, with the exception of the ability to access a limited judicial review.

[58] Applying the reasons in *Vaughan* to this case, this Court must defer to the *ELRA* and collective agreement scheme and strike this claim because:

- The wording of the *ELRA* is clear that the decision of the Deputy Minister to dismiss a probationary employee is final, that is, not subject to adjudication.
- The underlying dispute arises from the employment relationship between Ms. Boles and the Yukon government and falls within the dispute resolution scheme in the collective agreement and the *ELRA*.
- Subsection 106(4) of the *ELRA*, the appeal to the Deputy Minister, provides a solution to the problem. Ms. Boles has a remedy beyond the initial decision to terminate her employment.
- Efficient labour relations are undermined when the courts set themselves up in competition with the statutory scheme (*St Anne; Weber; Regina Police Assn Inc v Regina (City) Board of Police Commissioners*, 2000 SCC 14).
- Courts should not jeopardize the comprehensive dispute resolution process set out in legislation by allowing routine access to the court.

[59] Judicial deference is supported in this case by the legislature's clear intention to address employment related disputes through the comprehensive labour relations scheme created by the collective agreement and the *ELRA*, and their additional clear intention to treat probationary employees differently. This case is not one of the

exceptional circumstances in which residual discretion should be exercised. Ms. Boles has a remedy through the *ELRA*. Her dissatisfaction with the way in which the process unfolded is not a sufficient reason to provide her with access to the court through a civil claim. I decline to exercise any residual jurisdiction to hear Ms. Boles' claim.

Availability of Judicial Review and other remedies

[60] There is nothing in the *ELRA* that precludes Ms. Boles from judicially reviewing the Deputy Minister's decision. Her claim requests that if it were struck she be permitted to convert it to an application for judicial review. At the hearing she expressed frustration at the limits of the judicial review process and indicated her unwillingness to pursue this route even if it were available.

[61] I leave it to Ms. Boles to decide if she wants to pursue an application for judicial review as a remedy for this matter. It is not precluded by the *ELRA* nor the collective agreement and would allow the process and procedures by which her dismissal occurred to be challenged.

[62] I further note that Ms. Boles raised in her written material and at the hearing the issue of her status as a permanent probationary employee, in effect, given her one-year contracts as Teacher on Call since 2015. There was no explanation provided by the Yukon government to this on its face unusual situation. In any event, this issue is beyond the scope of this application to strike and any remedy to address the issue is not through the court but under the collective agreement provisions.

[63] Ms. Boles also argued the union did not represent her adequately. This matter is also beyond the scope of this application. I believe Ms. Boles is aware of the ability to bring an unfair labour practices complaint/grievance pursuant to the appropriate statute.

Her Statement of Claim is not the appropriate vehicle through which to achieve a remedy in this area.

Conclusion

[64] I find that the Yukon government has met the test to establish that Ms. Boles has no reasonable claim because this Court has no jurisdiction to hear it. Given the existence of a comprehensive labour relations scheme through the collective agreement and the *ELRA*, the Court must defer to the legislature's intent to resolve employment-related disputes like this one outside of the court process. Any residual jurisdiction of the Court should not be exercised in the face of such clear legislative intent and in keeping with the general approach of courts to defer to the legislative scheme where the problem can be solved through that approach. It is plain and obvious that this claim is bound to fail. It shall be struck without leave to amend.

[65] If Ms. Boles decides to pursue an application for judicial review, she should request a case management conference to discuss process.

DUNCAN C.J.