



**UNIFOR CANADA, LOCAL 594, Applicant v. CONSUMERS' CO-OPERATIVE REFINERIES LIMITED, Respondent**

LRB File No. 247-14; May 8, 2015

Vice-Chairperson, Steven D. Schiefner; Members: Hugh Wagner and Allan Parenteau

For the Applicant Union: Ms. Crystal L. Norbeck  
For the Respondent Employer: Ms. Meghan R. McCreary

**CERTIFICATION – Amendment – Union files application to amend certification Order to change geographic reference – Subject certification Order involves employees working at or in connection with refining and marketing of petroleum products – Certification orders referred to specific address within municipality in describing refinery – Board noting that employer’s workplace has expanded and that employer is now operating in other areas of municipality, including at a new office and warehouse facility – Employer had transferred employees from refinery location to new facilities - While employer had temporarily agreed to honour collective agreement for employees at satellite locations, employer had not agreed that certification Order applied to these locations – Board satisfied that the applicant union was not seeking to represent new positions – Board satisfied that work being performed by transferred employees was derivative from employer’s existing refinery operations and not the result of independent business activities - Board satisfied that there had been a material change in circumstances and that it is necessary to amend certification Order to avoid erosion of union’s bargaining rights – Board concludes that amending certification Order would also avoid confusion for employees and conflict for the parties in the future - Application granted in part.**

**BARGAINING UNIT – Appropriate bargaining unit – Geographic scope – Union seeks to amend certification Order to expand geographic boundaries to provincial-wide scope - Board confirms policy of using municipal boundaries as usual means of defining geographic scope of bargaining unit – No evidence of activity outside municipal boundaries – Board amend certification Order but restricts scope to municipal boundaries – Board satisfied that revised bargaining unit is appropriate for collective bargaining.**

***Saskatchewan Employment Act, 6-104(2)(f), (g) & (h).***

## REASONS FOR DECISION

### Background:

[1] **Steven D. Schiefner, Vice-Chairperson:** On November 7, 2014, Local 594 of Unifor Canada (the “Union”) applied to the Saskatchewan Labour Relations Board (the “Board”) to amend an existing certification Order. In its application, the Union proposed three (3) amendments. Firstly, the stated name of the employer in the Board’s Order is slightly different than its current legal name, which is Consumers’ Co-operative Refineries Limited (the “Employer”). The Union seeks to correct this error. Secondly, the Union asserts that it is the successor to Communications, Energy and Paperworkers’ Union (CEP), Local 594. As a consequence, the Union seeks to substitute its name as the certified bargaining agent in the certification Order. Thirdly, the Union seeks to amend the geographic description of the bargaining unit set forth in its most recent certification Order respecting the employees of the Employer. At the present time, the certification Order is restriction to those employees engaged in refining and marketing petroleum and petroleum products at the Employer’s plant located on Ninth Avenue North, in the City of Regina. The Union seeks to remove the geographic restriction in the Certification Order to effectively establish a province-wide bargaining unit. The Union argues that a material change in circumstances has occurred and that it is both necessary and appropriate to amend the Board’s existing certification Order.

[2] The Employer does not dispute the first two (2) amendments but resists the desired change to the geographic description set forth in the existing certification Order. The Employer argues that the Union’s desired geographic amendment is unnecessary and/or that the effect of the proposed amendment would be to expand the Union’s certification Order to non-integrated employees. In the event an amendment to the existing certification Order is deemed to be necessary by the Board, the Employer argues that the Union’s certification Order should be restricted to the municipal boundaries of the City of Regina.

[3] The Union’s application was heard by the Board on March 23, 2015 in the City of Regina. The Union called Mr. Daniel L. Josephson, a long term employee of the workplace and the Union’s negotiating chairperson. The Employer called Mr. Gary Douglas Mearns, the Vice-President of Human Resources for Federated Cooperatives Limited.

**[4]** The first two (2) amendments desired by the Union are not disputed and, having heard from the parties, we are satisfied that they are both appropriate and necessary. Firstly, we are satisfied that the Union is the successor to the named bargaining agent in the existing certification Order and that it is a trade union within the meaning of *The Saskatchewan Employment Act*, S.S. 2013, c.S-15.1. Secondly, correcting the proper legal name of the Employer is merely a housekeeping matter consistent with the goal of the Board to ensure that our records are accurate.

**[5]** With respect to the desired change in the geographic application of the Union's certification Order, we are satisfied that there has been a material changes in circumstances, that the Union's is not seeking to add new positions to its bargaining unit and, that it necessary and appropriate to amend the Union's certification Order to avoid erosion of the Union's bargaining rights. However, we agree with the Employer that the scope of the Union's certification Order should continue to be restricted to the City of Regina.

**Facts:**

**[6]** The Employer is a wholly owned subsidiary of Federated Cooperatives Limited. The Employer operates a large oil refinery complex now located in the City of Regina. When originally constructed in 1935, the refinery was not in the city. It was located near Regina, north of Provincial Highway No. 1 East. However, over the years, the city limits grew out and around the refinery, such that the plant now has a civic address on Ninth Avenue North. However, it should be noted that the plant covers approximately 575 acres, with Ninth Avenue North being one (1) of many city streets the refinery complex comes in contact with.

**[7]** Those employees of the Employer engaged in the refining and marketing of petroleum products have been organized for decades. The Board's records indicate that these employees were originally represented by the Oil Workers' International Union, Local 594 and at that time the employer was identified as Saskatchewan Federated Cooperative Limited. The Board's most recent certification Order was issued in 1993 and reads as follows:

(a) *that all employees employed by the Consumers' Co-operative Refineries Limited in and in connection with refining and marketing petroleum and petroleum products at the Company's plant located on Ninth Avenue, North, in the City of Regina, Saskatchewan except the following:*

*Manager  
Business Manager  
Purchasing Agent*

*Plant Superintendent  
Assistant Superintendent  
Private Secretaries*

<i>Mechanical Superintendent</i>	<i>Master Mechanic</i>
<i>Plant Engineers</i>	<i>Maintenance Supervisors</i>
<i>Project Engineers</i>	<i>Process Superintendent</i>
<i>Process Supervisors</i>	<i>Process Engineers</i>
<i>Chief Chemist</i>	<i>Chemists</i>
<i>Chief Steam Engineer</i>	<i>Office Manager</i>
<i>Personnel Manager</i>	<i>Warehouse &amp; Loading Department Manager</i>

*are an appropriate unit of employees for the purpose of bargaining collectively;*

*(b) that the Communication, Energy and Paperworkers Union of Canada, a trade union within the meaning of The Trade Union Act, represents a majority of employees in the appropriate unit of employees set forth in paragraph (a);*

*(c) Consumers' Co-op Refineries Ltd, the employer, to bargain collectively with the trade union set forth in paragraph (b), with respect to the appropriate unit of employees set out in paragraph (a).*

**[8]** The Employer's operations have grown. So much so that a few years ago a decision was made to acquire off-site office and warehouse space on Park Street. In 2014, the Employer relocated its business office from the refinery complex to its new location on Part Street. The decision to do so allowed the employer to centralize its business office for more efficient workflow. In addition, the Employer's new Park Street location will allow the Employer to co-locate other related aspects of its business operations, including computer and technology services and some of its stores services. Finally, the Employer's parent company, Federated Cooperatives Limited, may desire to locate some of its employees at this location.

**[9]** The Employer employs approximately 1,000 employees of which approximately 725 are members of the Union's bargaining unit, with the balance being excluded. At the time of the hearing, approximately ninety-one (91) employees had been moved to the Employer's new location on Park Street. Of these employees, approximately thirty (30) were members of the Union's bargaining unit. In total, the Employer anticipates that approximately thirty (30) more employees will be moved to its new location as it continues to centralize certain of its business operations at location(s) separate from the refinery plant.

**[10]** Mr. Gary Douglas Mearns testified on behalf of the Employer. Mr. Mearns was the Vice-President of Human Resources for Federated Cooperatives Limited. Mr. Mearns testified that the employees being moved to the Park Street location were not directly involved in the processes of refining petroleum and petroleum products. Rather, they were employees involved

in ancillary activities. For in-scope employees, these activities included accounting and processing of financial transactions, safety training, information technology and stores management. For out-of-scope employees, the employees were involved in supervision, assisting in the productions of financial reports for head office, and business analysis. In cross-examination, Mr. Mearns indicated that all of the employees moved to the new Park Street location were essentially performing the same duties and were responsible for the same work that they were prior to the move. However, there had been some streamlining of work and changes in some reporting structures. For example, the Employer's Manager of Information Technology now reports to the Vice-President of Innovation at Federated Cooperatives Limited.

[11] In the intervening months since the move, the Union and the Employer have agreed to disagree as to whether or not the Union's certification Order and/or the parties' collective agreement apply to the Employer's workspace on Park Street. While the Employer continues to comply with the collective agreement for members of the bargaining unit who have been move to the new location, the Employer has given notice to the Union that it may modify its position in the future. Finally, it should be noted that the Employer has a truck loading and terminal facility located on McDonald Street, as well as other minor facilities located on Kress Street. However, there does not appear to be any dispute regarding the status of the employees that work at either of these locations. On the other hand, there is a letter of understanding covering the employees working at the McDonald Street terminal and no employees of the Employer are based at the Kress Street facility.

**Union's argument:**

[12] The Union argues that there has been a material changes in circumstances since the granting of its most recent certification Order; namely, the expansion of the Employer's operations outside of its previous geographic location and the transfer of members of the bargaining unit, together with work of the bargaining unit, to a new location. The Union argues that this Board's decisions in *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v. Raider Industries*, [1996] Sask. L.R.B.R. 27, LRB File Nos. 274-95 & 275-95, and *United Steelworkers of America v. Impact Products*, [1996] Sask. L.R.B.R. 766, LRB File No. 180-96, stands for the proposition that moving work from a certified cite to a new location (a location not named in the certification Order) is a material change in circumstances.

[13] The Union takes the position that the geographic amendment is necessary because the Employer has stated its position that employees working at this location may not fall within the scope of the Union's certification Order and, thus, the application of the Union's collective agreement. The Union acknowledges that the Employer has temporarily agreed to honour the collective agreement with respect to its operations at the Park Street location but this agreement is only temporary. The Union argues that the establishment of the Part Street location may be a strategic move on the part of the Employer to carve out office and administrative employees from the Union's bargaining unit. The Union takes the position that its members have the right to know their status under the Board's certification Order and that any uncertainty as to their status is a significant concern to the Union. Finally, the Union argues that a province-wide bargaining unit is appropriate for collective bargaining and removing any reference to a geographic boundary will prevent further disputes between the parties in the event the Employer establishes new refinery operations outside the City of Regina.

[14] Counsel on behalf of the Union filed a written brief and argument. We have read this material and found it to be helpful in our deliberations.

**Employer's argument:**

[15] The Employer takes the position that the Union's desire to remove the geographic limit to the scope of its bargaining unit is both unnecessary and inappropriate because, in the Employer's opinion, it would expand the Union's bargaining rights. The Employer takes that position that, if the Union seeks to expand its bargaining rights beyond the limits set forth in its Certification Order, it must demonstrate support from the employees affected by that change. The Employer notes that the Union has not filed evidence of support from the employees of the Employer affected by its proposed geographic amendment.

[16] The Employer also relies on this Board's decisions in *United Food and Commercial Workers Union, Local 1400 v. Sobeys Capital Inc. (o/a IGA Garden Market)*, [2006] Sask. L.R.B.R. 115, (2006) 127 C.L.R.B.R. (2d) 42, 2006 CanLII 62961 (SK LRB), LRB File No. 016-05, and *Service Employees' International Union, Local 299 v. Canadian Blood Services*, [2007] Sask. L.R.B.R. 310, 2007 CanLII 68757 (SK LRB), LRB File No. 024-07, in taking the position that, if the Union seeks to alter the scope of the bargaining unit description in its certification Order, it must demonstrate a "*material change in circumstances*" since that Order was granted. While acknowledging that some of its employees at its new Park Street location are

involving in its refinery operations, the Employer takes the position that this new location will not be used exclusively to support its refinery operations. Rather, the Employer argues that his new location could be used to house an entirely new workforce with distinguishable business goals from its refinery operations. In this regard, the Employer notes that some of the employees to be located at the new location will be employees of Federated Co-operatives Limited and not the Employer. The Employer takes the position that the geographic amendment desired by the Union's certification Order would sweep these employees into the Union's bargaining unit without first obtaining their support. The Employer argues that such an expansion of rights should not be granted through an amendment without first allowing the affected employees to decide the representational question. In this respect, the Employer relies upon the decisions of this Board in *Retail, Wholesale and Department Store Union v. Sunnyland Poultry Products Ltd.*, [1993] 2<sup>nd</sup> Quarter Sask. Labour Rep. 214, LRB File No. 001-92; and *United Food and Commercial Workers, Local 1400 v. Saskatoon Credit Union, et. al.*, (2009) 167 C.L.R.B.R. (2d) 155, 2009 CanLII 21216, LRB File No. 010-08.

**[17]** The Employer argues that the facts in these proceedings are distinguishable from the facts before the Board in *Raider Industries, supra*. In that case, the Board noted that the employer had moved the most of its workforce from its Drinkwater location to its new location in Moose Jaw. In the present case, only a small percentage of the Employer's total unionized workforce will be moved to its new Park Street location. The majority of its employees, both unionized and excluded, will continue to work at the Employer's 9<sup>th</sup> Avenue location.

**[18]** In the alternative (in the event this Board should conclude that a geographic amendment is appropriate and necessary), the Employer objects to the removal of any geographic reference in the description of the Union's bargaining unit, as doing so would have the effect of expanding the Union's certification Order to all employees "*in the Province of Saskatchewan*". Firstly, the Employer notes that no evidence was tendered that its refinery operations occur outside of the City of Regina. The Employer relies on this Board's decision in *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v. Roca Jack's Roasting House and Coffee Company Ltd.*, [1997] Sask. L.R.B.R. 244, LRB File No. 016-97, that the Board's preference in defining the geographic scope of a bargaining unit is through the use of municipal boundaries. Secondly, the Employer argues that, if the Employer establishes a new business operation outside of the City of Regina, it will be neither "*integrated*" nor "*interwoven*" with its current refinery operations and, if such is the case, the Union must organize that new

business operations. The Employer argues that granting the Union bargaining rights for the entire province would risk sweeping in any new business operations of the Employer even if those operations are unrelated to the Employer's current refinery activities at its current location in Regina.

[19] Counsel on behalf of the Employer filed a written argument, which we have read and found to be very helpful in our deliberations.

**Relevant statutory provision:**

[20] The following provisions of *The Saskatchewan Employment Act* define this Board's authority to amend or revise existing certification Orders:

- 6-104(2) In addition to any other powers given to the board pursuant to this Part, the board may make orders:
- (f) rescinding or amending an order or decision of the board made pursuant to clause (b), (c), (d) or (e) or subsection (3), or amending a certification order or collective bargaining order in the circumstances set out in clause (g) or (h), notwithstanding that a motion, application, appeal or other proceeding respecting or arising out of the order or decision is pending in any court;
  - (g) amending a board order if:
    - (i) the employer and the union agree to the amendment; or
    - (ii) in the opinion of the board, the amendment is necessary;
  - (h) notwithstanding that a motion, application, appeal or other proceeding respecting or arising out of a certification order or collective bargaining order is pending in any court, rescinding or amending the certification order or collective bargaining order;

**Analysis:**

[21] In its application, the Union seeks to amend a geographic description contained in an existing certification Order. This aspect of the Union's application is resisted by the Employer. Through various decisions, this Board and the courts have established criteria for applicants seeking to amend an existing certification Order of the Board. These decisions begin with the decision of the Supreme Court of Canada in *University of Saskatchewan v. Canadian Union of Public Employees, Local 1975, et. al.*, [1978] 2 S.C.R. 834, 1978 CanLII 205 (SCC) and include the following decisions of this Board that were decided under the provisions of *The Trade Union Act*, R.S.S. 1978, c.T-17:

*Retail, Wholesale and Department Store Union v. Sunnyland Poultry Products Ltd.*, [1993] 2<sup>nd</sup> Quarter Sask. Labour Rep. 214, LRB File No. 001-92.



*Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v. Raider Industries*, [1996] Sask. L.R.B.R. 27, LRB File Nos. 274-95 & 275-95.

*United Steelworkers of America v. Impact Products*, [1996] Sask. L.R.B.R. 766, LRB File No. 180-96.

*Canadian Union of Public Employees, Local 4188 v. Board of Education of Crystal Lakes School Division, No. 120*, [1999] Sask. L.R.B.R. 715, LRB File No. 206-99.

*United Food and Commercial Workers Union, Local 1400 v. Sobeys's Capital Inc. (o/a IGA Garden Market)*, [2006] Sask. L.R.B.R. 115, (2006) 127 C.L.R.B.R. (2d) 42, 2006 CanLII 62961 (SK LRB), LRB File No. 016-05.

*Service Employees' International Union, Local 299 v. Canadian Blood Services*, [2007] Sask. L.R.B.R. 310, 2007 CanLII 68757 (SK LRB), LRB File No. 024-07.

*Canadian Union of Public Employees, Local 4799 v. Board of Education of Horizon School Division No. 205 & Deer Park Employees' Association*, [2007] Sask. L.R.B.R. 425, (2008) 144 C.L.R.B.R. (2d) 271, 2007 CanLII 68761 (SK LRB), LRB File No. 053-06.

*United Food and Commercial Workers, Local 1400 v. Saskatoon Credit Union, et. al.*, (2009) 167 C.L.R.B.R. (2d) 155, 2009 CanLII 21216, LRB File No. 010-08.

**[22]** In addition, the following decisions involving amendments to existing certification Orders have been decided under the provisions of *The Saskatchewan Employment Act*:

*Construction and General Workers' Union, Local 180 v. Aecon Construction Group Inc.*, (2014) 247 C.L.R.B.R. (2d) 1, 2014 CanLII 42399 (SK LRB), LRB File No. 031-14;

*Saskatchewan Joint Board, Retail, Wholesale and Department Store Union, Local 544 v. Battlefords and District Co-operative Limited*, 2015 CanLII 19983 (SK LRB), LRB File Nos. 170-14 & 198-14.

**[23]** A review of these decisions would indicate that an existing certification Order of the Board may be amended either by consent of the parties or by demonstrating to the satisfaction of the Board that the desired amendment is “*necessary*”. In the case of the former, the primary consideration for the Board is the “*appropriateness*” of the resulting bargaining unit. In the case of the later, the considerations of the Board include a number of additional requirements that must be satisfied by the applicant:

1. There must have been a material change in circumstances involving or affecting the parties since the enactment of the most recent certification Order. See: *Sobeys's Capital Inc. (o.s. IGA Garden Market)*, *supra*; and *Canadian Blood*

*Services, supra*. See also: *Aecon Construction Group Inc., supra*; and *Battlefords and District Co-operative Limited, supra*. Furthermore, there must be a correlation between the material change and the desired amendment.

2. The Board must be satisfied that the desired amendment is “*necessary*”. This is an objective test. While necessity is often the corollary of a material change in circumstances, the applicant must, nonetheless, demonstrate that the desired amendment is justified. In other words, not only must there be a correlation between the material change which has occurred and the desired amendment but the Board must be satisfied that the desired amendment is necessary under the circumstances. See: *Battlefords and District Co-operative Limited, supra*.
3. If the desired amendment involves a change to the description of the bargaining unit, the Board must be satisfied that the resulting unit is “*appropriate*” for collective bargaining. See: *University of Saskatchewan, supra*. The appropriateness of any bargaining unit is always a consideration for the Board irrespective of whether the matter comes before the Board in an initial certification, when considering an amendment application (by consent or otherwise), or in an application seeking to consolidate existing certification Orders.
4. If the desired amendments will bring previously excluded employees or positions within the scope of the bargaining unit, the amendment application must be accompanied by evidence of support from the employees in the accretion. Furthermore, a representational vote will generally be conducted to determine the wishes of the affected employees. See: *Sunnyland Poultry Products, supra*; and *Horizon School Division, supra*. The exception being, if the number of employees to be added to a large bargaining unit is relatively few, the Board has the option of granting the amendment without conducting a representational vote of the affected employees. See: *United Steelworkers of America v. A-1 Steel & Iron Foundry Ltd., et. al. & International Molders & Allied Workers Union, Local 83*, [1985] Oct. Sask. Labour Rep. 42, LRB File No. 001-85. See also: *Communication Energy and Paperworkers Union v. Government of*

*Saskatchewan, et. al.*, [2002] Sask. L.R.B.R. 615, 2002 CanLII 52911 (SK LRB), LRB File No. 141-02.

**[24]** In the present application, the Union argues that it is not seeking to add any new employees or positions to its bargaining unit. The Union has not provided evidence of support from the affected employees. Rather, the Union argues that it is merely trying to protect its existing bargaining unit from erosion caused the Employer's actions in transferring certified employees, and work of the bargaining unit, to a new location.

**[25]** Having considered the evidence in these proceedings, we agree with the Union that including the employees of the Employer working at the new Park Street location (or at the Employer's McDonald Street terminal or its facilities on Kress Street) is not an expansion of the Union's existing certification Order. In coming to this conclusion we note that the Union is only seeking to include employees of the Employer; employees that are not otherwise excluded from the bargaining unit; and employees who work in connection with refining and marketing of petroleum and petroleum products. We were satisfied that the work being done by the employees at these additional locations is derivative from the Employer's refinery operations and not the result of new independent business activities.

**[26]** With all due respect, the idea that the Employer's refinery operations are confined to a particular street or single address is illusory. The Employer's refinery infrastructure spread across approximately 575 acres of land and it is one of the single largest industrial landmarks in the City of Regina. If the Employer was a grocer operating grocery stores, the Board would undoubtedly be mindful of a potential expansion of the Union's bargaining rights if its existing certification Order were confined to a particular location. However, the Employer is not a grocer operating grocery stores. The Employer operates a refinery and it is illogical to assume that it would ever, or could ever, establish another refinery in the City of Regina that was not integrated with its existing operations.

**[27]** In our opinion, the reference in the certification Order to "*at the Company's plant located on 9<sup>th</sup> Avenue North*" was a means of describing the location of the Employer's refinery; as was the previous reference to "*at the Company's plant located on north of Provincial Highway No. 1*" in 1945. Neither was intended to limit the bargaining unit to a particular civic or rural address. The scale of the Employer's operations wholly undermines the argument that the

Employer's refinery operations are, or were ever, confined to a particular street or single address. There is only one (1) refinery in the City of Regina and the Union's predecessors have been the certified bargaining agent for the non-excluded employees working at that refinery and/or in connection with refining and marketing of petroleum products for the Employer and they have done so for decades.

**[28]** As a consequence, we find that the Union is not seeking to add any new positions to its bargaining unit. To the contrary, we are satisfied that the affected positions were either in existence at the time the Union's most recent certification Order was granted and have been moved or are performing work that has been transferred to new locations. In any event, we are satisfied that all of the work presently being done at the Employer's new Park Street location is derivative from, or in support of, the Employer's refinery operations. If there are any new employees who will be affected by the change we propose be made to the Union's certification Order, the number of affected employees would be overwhelmingly small compared to the size of the Union's existing bargaining unit. As a consequence, we agree that the Union does not need to demonstrate support from the affected employees and a representational vote is not required to determine their wishes in proceeding with the Union's desired geographic amendment.

**[29]** We are also satisfied that there has been a material change in circumstances involving the Employer's operations. Firstly, the Employer's operations have grown. It has expanded its refinery operations to locations that are not adjacent to or contiguous with 9<sup>th</sup> Avenue North, including the McDonald Street terminal and the Employer's facilities on Kress Street. Secondly, the Employer has moved both certified employees and work previously performed by members of the Union's bargaining unit to its new facilities located on Park Street. Thirdly, the Employer has indicated that there is a potential dispute as to whether or not the employees working at the Park Street location fall within the scope of the Union's bargaining rights. In our opinion, these represent material changes in circumstances sufficient to justify an revisiting the existing certification Order.

**[30]** We are also satisfied that it is necessary to amend the Union's certification Order to remove the reference to "*at the Company's plant located on 9<sup>th</sup> Avenue North*". The affected employees deserve certainty as to their status with both the Union and the Employer. Failing to remove the geographic reference to "*9<sup>th</sup> Avenue North*" in the Union's certification Order could

result in an erosion of the Union's bargaining rights and will undoubtedly cause confusion for the employees and conflict for the parties in the future. However, we agree with the Employer that removing the reference to "*City of Regina*" is inconsistent with the Board's historic preference for using municipal boundaries in defining bargaining units. See: *Sunnyland Poultry Products, supra*. See also: *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v. Roca Jack's Roasting House and Coffee Company Ltd.*, [1997] Sask. L.R.B.R. 244, LRB File No. 016-97. We saw no evidence of any refinery activities of the Employer outside of the City of Regina. Simply put, there was no evidence that the Employer was refining and marketing petroleum products from any other location in the province.

**[31]** Apart from the construction sector, this Board has preferred a geographic correlation between the description of a bargaining unit and the actual scope of an employer's operations. Doing so helps ensure that the employees of a bargaining unit share a community of interest. While granting a wider unit description may avoid some future labour relations conflicts, unrealistically-wide certification Orders can deprive future employees at future locations of their statutory right to choose their bargaining agent. As a consequence, the practice of the Board has been to favour bargaining unit descriptions that encompass whatever geographic area will promote the greatest industrial stability with the least interference with the right of future employees to choose. See: *Sunnyland Poultry Products, supra*; and *Roca Jack's Roasting House and Coffee Company Ltd., supra*. Utilizing municipal boundaries is, generally speaking, a pragmatic means of achieving a reasonable compromise between these two (2) competing objectives. For this reason, it has been the historic preference of this Board. It is also the approach we adopt in the present application.

**[32]** In our opinion, confining the Union's certification Order to the municipal boundaries of the City of Regina will result in a bargaining unit that will be appropriate for collective bargaining, will avoid unnecessary confusion, and will enable the parties in maintaining a sound collective bargaining relationship.

**Conclusions:**

**[33]** Having considered the evidence in the proceedings and the arguments of counsel, we find that there has been a material change in circumstances and that it both necessary and appropriate to amend the Union's certification Order. The Union's certification Order shall be amended to read as follows:

(a) *that all employees employed by the Consumers' Co-operative Refineries Limited in and in connection with refining and marketing petroleum and petroleum products in the City of Regina, Saskatchewan except the following:*

<i>Manager</i>	<i>Plant Superintendent</i>
<i>Business Manager</i>	<i>Assistant Superintendent</i>
<i>Purchasing Agent</i>	<i>Private Secretaries</i>
<i>Mechanical Superintendent</i>	<i>Master Mechanic</i>
<i>Plant Engineers</i>	<i>Maintenance Supervisors</i>
<i>Project Engineers</i>	<i>Process Superintendent</i>
<i>Process Supervisors</i>	<i>Process Engineers</i>
<i>Chief Chemist</i>	<i>Chemists</i>
<i>Chief Steam Engineer</i>	<i>Office Manager</i>
<i>Personnel Manager</i>	<i>Warehouse &amp; Loading Department Manager</i>

*are an appropriate unit of employees for the purpose of bargaining collectively;*

(b) *that Unifor Canada, Local 594, a union within the meaning of The Saskatchewan Employment Act, represents a majority of employees in the appropriate unit of employees set forth in paragraph (a);*

(c) *Consumers' Co-operative Refineries Limited, the employer, to bargain collectively with the union set forth in paragraph (b), with respect to the appropriate unit of employees set out in paragraph (a).*

**[34]** Board members Hugh Wagner and Allan Parenteau concur with these Reasons for Decision.

**DATED** at Regina, Saskatchewan, this 8<sup>th</sup> day of May, 2015.

**LABOUR RELATIONS BOARD**

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Steven D. Schiefner,  
Vice-Chairperson