



**NORTH BATTLEFORD COMMUNITY SAFETY OFFICERS POLICE ASSOCIATION,  
Applicant v. CITY OF NORTH BATTLEFORD, Respondent**

LRB File No. 007-17; September 8, 2017

Vice-Chairperson, Graeme G. Mitchell, Q.C.; Members: Maurice Werezak and Laura Sommerville

For the Applicant:

Gary L. Bainbridge

For the Respondent:

Shannon G. Whyley

**Certification – Association brings certification application to represent Community Safety Officers employed by City of North Battleford – City objects on basis that Association does not qualify as a union for purposes of *The Saskatchewan Employment Act* – Board reviews its jurisprudence and determines Association meets the criteria for recognition as a union in Saskatchewan.**

**Certification – City objects to Association’s certification application on the basis it does not qualify as a unit appropriate for collective bargaining purposes – Board reviews its jurisprudence and determines the Association satisfies criteria set out in the cases for demonstrating it qualifies as a unit appropriate for collective bargaining purposes set out in section 6-11 of *The Saskatchewan Employment Act*.**

**Certification – City objects to Association’s proposed name because it includes “Police” when the City has no municipal police force – Board considers its jurisdiction to reject Association’s proposed name – Board determines that it has power to reject the proposed name and directs that if certified the Association’s proposed name will not include “Police”.**

**Certification – Board issues Order to Tabulate Vote.**

## **REASONS FOR DECISION**

### **OVERVIEW**

[1] **Graeme G. Mitchell, Q.C., Vice-Chairperson:** The North Battleford Community Safety Officers Police Association [Applicant] applies pursuant to section 6-9 of *The Saskatchewan Employment Act*, SS 2013, c S 15-1 [SEA] to be certified as the bargaining agent for a bargaining unit potentially comprised of six (6) employees. In the Applicant’s formal application filed with the Board on January 23, 2017, this unit is described as follows:

*All Special Constables working for the City of North Battleford as Community Safety Officers. This will exclude the Director and Office Supervisor of this department.*

[2] The City of North Battleford [City], the Applicant's employer, contests this application for a number of reasons. First, it disputes that the Applicant qualifies as a union within the meaning of clause 6-1(1)(p) of the *SEA*. Second, it challenges the appropriateness for collective bargaining purposes of a six (6) person bargaining unit. Finally, it objects to the name proposed by the Applicant on the basis that it is misleading. The City contends that to include the term "Police" in the Applicant's name contravenes not only *The Police Act, 1990*, SS 1990-91, c P-15.01 [*Police Act*] but also the Saskatchewan Ministry of Justice, Corrections and Policing's Policy Manual for the Community Service Officer Program [Policy Manual]<sup>1</sup>.

[3] The hearing of this application took place on July 18 and 19, 2017. At its conclusion, the Board reserved its decision. These Reasons for Decision explain why the Board has concluded the Applicant's application should be allowed in part.

## **FACTUAL BACKGROUND**

[4] Two (2) witnesses testified at the hearing. Mr. Barry Adams testified on behalf of the Applicant. Currently, he is a Special Constable employed by the City. He prepared and filed the Applicant's formal application. Mr. Chandra V. Singh, the City's Director of Human Resources (a position he has held for the past two (2) years), testified on behalf of the City.

[5] As there was no significant dispute between the parties regarding the relevant facts underlying this application, they may be briefly recounted.

### **A. Events Leading to the Filing of this Application**

[6] The City's organizational structure is comprised of a number of departments, including Protective Services and Fire, Legislative Services, Human Resources, Financial Services, Planning and Development, Leisure Services, Infrastructure Services and Utilities. Currently, the City employs approximately 250 individuals; however, this number fluctuates on a seasonal basis.

**[7]** The Applicant is composed of approximately six (6) individuals who are currently employed as Community Safety Officers [CSO] by the City. This unit falls within the City's Protective Services and Fire Department and is supervised by the head of that department who is also the Fire Chief and Director of Protective Services.

**[8]** The City is subject to two (2) certification Orders. The first is with the Canadian Union of Public Employees, Local 287 [CUPE]. The current collective bargaining agreement between these two (2) parties expired on March 21, 2017. Approximately, 180 City employees are members of this union and covered by this agreement.

**[9]** The second certification Order is with the North Battleford Fire Fighters' Association, Local 1756 [Fire Fighters' Association]. The Fire Fighters' Association is certified as the bargaining agent for all employees of the City's Fire Department save for the Fire Chief, Deputy Fire Chiefs and the Departmental Secretary. The collective bargaining agreement between these two (2) is currently in force, running from January 1, 2016 to December 31, 2018. At present, 16 employees are members of this union.

**[10]** Historically, the City's municipal enforcement officers such as bylaw enforcement officers had been part of a bargaining unit identified as the North Battleford Policemen's Association #19. In 1968, the City contracted with the Royal Canadian Mounted Police for its' policing services, and disbanded the North Battleford Police Department<sup>2</sup>. Nevertheless, non-police officers such as bylaw enforcement personnel remained certified in the North Battleford Policemen's Association #19, until it was formally decertified in 1994.

**[11]** In 2001, CUPE applied to this Board to amend its certification Order with the City to include the bylaw enforcement officers. Initially, the Board granted this application.<sup>3</sup> However, following an application for a reconsideration of that decision, the Board rescinded its previous Order for the reason that it had been made on the erroneous assumption a majority of bylaw enforcement officers supported joining CUPE.<sup>4</sup>

**[12]** As a consequence, the City's bylaw enforcement officers have been unrepresented since 2003.

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<sup>1</sup> Exhibit E-1

<sup>2</sup> The certification Order and collective bargaining agreement still identify "All members of the North Battleford Police Department" as being excluded from the bargaining unit. At the hearing, counsel for the City advised that this was an anachronism.

<sup>3</sup> *North Battleford (City) v Canadian Union of Public Employees*, LRB File No. 054-01, [2001] Sask LRBR 943.

**[13]** In recent years, the role played by bylaw enforcement officers has evolved into what are now classified as CSOs. For example, Mr. Adams testified that when he began his employment with the City approximately six (6) years ago, he began as a bylaw enforcement officer, then became a Special Constable and now is a CSO.

**[14]** Mr. Adams stated that there are now seven (7) CSOs employed by the City. In January 2017, these individuals formed an association in order to “speak with one voice” in their dealings with the City. However, prior to taking this step, Mr. Adams – in late 2016 – inquired of the Firefighters Association to see if the CSOs could join that union. He believed this might be a viable option because they all fell under the Protective Services and Fire Department, and were supervised by the Fire Chief. However, Mr. Adams testified that he was informed this was not possible because all members of the Firefighters Association had to be qualified as Firemen. None of the CSOs satisfied that requirement.

**[15]** Mr. Adams testified that he then turned to CUPE and inquired of the President of Local 287 whether CSOs could join this bargaining unit. The Local President referred him to the CUPE’s Provincial office. He spoke to the Provincial President. She advised that because CSOs’ functions had expanded into some policing duties, they would not be compatible with CUPE. As a result, she did not believe that CUPE could adequately represent them. Instead, she urged Mr. Adams to seek out other police associations to which the City’s CSOs may become affiliated.

**[16]** Continuing his quest, Mr. Adams finally inquired with both the City of Saskatoon Police Association and the Prince Albert Police Association about the possibility of joining one of these associations. Neither association was able to assist the CSOs. Mr. Adams testified that both associations advised him that in order to join its ranks they would have to be employed by the respective municipalities. As a consequence, these options were also closed to the CSO’s.

**[17]** Foiled at every turn, the CSOs then chose to form their own association and apply to this Board for certification. As noted earlier, the Association filed its formal application on January 23, 2017.

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<sup>4</sup> *North Battleford (City) v Canadian Union of Public Employees*, LRB File No. 054-01, [2003] SLRBD No. 19.

[18] On January 24, 2017, the Board, pursuant to section 6-12 of the *SEA* directed that a certification vote by secret ballot should be conducted. This vote was completed on February 8, 2017, and the returned ballots remain sealed.

[19] The City filed its formal Reply contesting this application on January 30, 2017.

**B. The Office and Scope of Duties of CSOs**

[20] The Community Safety Officer Program was an initiative developed by the Ministry of Justice, Corrections and Policing in conjunction with Saskatchewan Association of Rural Municipalities, Saskatchewan Urban Municipalities Association, the Royal Canadian Mounted Police and the Saskatchewan Association of Chiefs of Police. It is intended to provide municipalities and First Nation communities “the option to enhance existing community safe services through the employ of Community Safety Officers (CSOs)”. These officers are authorized to “deliver high priority/low risk to harm community safe services and provide communities with additional uniformed presence”.<sup>5</sup>

[21] The Policy Manual at page 6 sets out general principles relating to CSOs’ appointments as follows:

- a. *An individual must have a Special Constable appointment to work as a CSO in the Province of Saskatchewan.*
- b. *A CSO’s Special Constable appointment shall be governed by The Police Act, 1990.*
- c. *A CSO’s Special Constable appointment under Part V, section 76 of The Police Act, 1990 is at the discretion of the Minister [of Justice].*
- d. *Upon review of applications, a CSO’s Special Constable appointment will be granted when it is in the public interest to empower individuals to enforce one or more statutes as a peace officer.*
- e. *A CSO’s Special Constable appointment expires upon the CSO’s termination of employment or as otherwise specific in the terms and conditions of the Special Constable appointment.*

[22] As it did not have a municipal police force, the City requested the Ministry of Justice to appoint its bylaw enforcement officers as “special constables” and rename them as CSOs. The Ministry agreed, and beginning in May 2015, CSOs became employed by the City.<sup>6</sup>

[23] Testifying on behalf of the City, Mr. Singh stated that City Council was very supportive of this initiative because it wanted CSOs to be visible in the community. Community

<sup>5</sup> Policy Manual, *supra* n. 1, at p. 4.

<sup>6</sup> See e.g.: Appointment of Special Constables dated May 21, 2015 respecting Mr. Barry Adams, Exhibit E-6.

safety was a high priority for Council, and the City believed that having CSOs visible in and about North Battleford would make residents feel more protected. With the appointment of the CSO's, policing in the City became a hybrid system. The RCMP continued to provide general high-level policing services, while CSOs were authorized to respond to low-level complaints and collaborate with the RCMP on developing and achieving certain crime prevention strategies and goals.

**[24]** A CSO job description revised in August 2016 was introduced into evidence.<sup>7</sup> It set out the duties and responsibilities of a CSO employed by the City as follows:

*Reporting to the Director of Protection Services/Special Constable Sgt. With mentorship support from the RCMP Detachment City of North Battleford. The Special Constable/Community Safety Officer is responsible for enforcing the provision [sic] of municipal bylaws and 9 provincial statutes, The Traffic Safety Act, the Alcohol and Gaming Regulation Act 1997, The Highways and Transportation Act, 1997, The Litter Control Act, The All-Terrain Vehicles Act, The Snowmobile Act, The Cities Act, The Trespass to Properties Act, The Mental Health Services Act, as identified under the appointment approved by the Saskatchewan Ministry of Public Safety and Policing.*

*As an appointed (Special Constable/Community Safety Officer) you will work collectively and patrol the community through shift work on a regular basis for enforcement, prevention, intervention, education as related to this position with constant interaction and liaison with RCMP.*

**[25]** In addition to enforcing these particular provincial enactments, CSOs are also authorized to enforce certain provisions of the *Criminal Code of Canada*, RSC 1985, cC-15 [*Criminal Code*]. The scope of a CSO's authority to act under the Criminal Code is enumerated in the Appointment document as follows:

1.3 *For purposes of accessing and reporting on, the appointee is further authorized, to attend "not in progress" criminal code property offences specific to: Theft under \$5000 (Criminal Code Sec. 334 b (i) & (ii)) and Mischief (Criminal Code Sec. 430.)<sup>8</sup>*

**[26]** In June 2017, CSOs employed by the City obtained access to the CPIC system. In order to become authorized to use this system, the CSOs had to complete certain education requirements. All CSOs had to successfully complete the Saskatchewan CSO Certification, a six (6) week course delivered at Saskatchewan Polytechnic, Saskatoon Campus.

**[27]** Mr. Adams explained in his testimony that as a CSO he will assist the RCMP by undertaking traffic duties, attending at accident scenes, serving documents, participating in civic

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<sup>7</sup> Exhibit E-5.

parades and providing perimeter security at public events. In addition, CSOs conduct foot patrols throughout the City. They work 10 to 12 hour shifts between 7:00 a.m. and midnight.

[28] Mr. Adams testified that in his experience the role of a CSO had greatly expanded over the years. He anticipated this role would continue to evolve as the City came to rely on CSOs more and more to perform basic policing duties for the municipality.

### **C. The Applicant's Creation and Constituting Documents**

[29] In January, 2017, the CSOs decided to form an association and apply to this Board for a certification Order. The formal title of this association as set out in its constituting documents and its formal application is "North Battleford Community Safety Officers Police Association".

[30] The Applicant's Constitution and Bylaws were admitted into evidence at the hearing.<sup>9</sup> These documents were approved "at a regular meeting of the North Battleford CSO Police Association" on January 22, 2017<sup>10</sup>, coincidentally the same day the Applicant filed its application with this Board.

[31] Part III of this document at page 1 enumerates the Applicant's "Objectives and Purpose" as follows:

- *To bring the North Battleford CSO Police Service to a higher standard of efficiency.*
- *To collectively bargain to obtain for its members better working conditions.*
- *To see that all members receive fair and just treatment.*
- *To use every endeavor to effect an amicable and satisfactory settlement of any dispute that may arise between a member of the Association and the city [sic] of North Battleford, or the Chief of Police or the Saskatchewan Police Commission.*

[32] To better understand the last bullet reproduced above, Mr. Adams testified that although the CSOs report to the Director of Protective Services, the City Manager is nominally the City's Chief of Police. Furthermore, the conduct of a particular CSO could be reviewed, and sanctioned, by the Saskatchewan Police Commission pursuant to Part IV of *The Police Act*.

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<sup>8</sup> See e.g.: Appointment of Special Constables for Barry Adams dated May 2, 2015, Exhibit E-6, at 2.

<sup>9</sup> Exhibit U-1 - Constitution and Bylaws of The North Battleford Community Safety Officers (CSO) Police Association dated January 22, 2017.

<sup>10</sup> *Ibid.*, at p. 10.

[33] The Constitution also provides for an Executive comprised of a President, Vice-President and Secretary/Treasurer<sup>11</sup>, and outlines their respective duties<sup>12</sup>. This document further designates that there should be four (4) committees. The first is the Health and Safety Committee which is comprised of the Association's representative on the City's Health and Safety Commission. The second is the Social Committee which the Constitution stipulates is tasked with making "arrangements for all social functions of the Association...so far as is prudent to do so without great financial losses"<sup>13</sup>. The third committee to be highlighted here is the "Grievance Committee" which is comprised of the Association's Executive Officers.<sup>14</sup>

[34] Of particular relevance to this application, is the Negotiating Committee comprised of "the President, Vice-president and up to 3 members at large"<sup>15</sup>. The mandate of this Committee is set out as follows:

*The Negotiating Committee shall bargain in good faith with the Management of the City of North Battleford or agent, the salaries, conditions and benefits of the Collective Bargaining Agreement.*

## ISSUES

[35] Three (3) discrete issues emerge from this application. These issues are:

1. Does the Applicant Qualify as a Union as defined in clause 6-1(1)(p) of the *SEA*?
2. Is the unit requested by the Applicant an appropriate bargaining unit for purposes of section 6-11 of the *SEA*?
3. Is the Association's Name as Chosen by the Applicant Appropriate for Certification Purposes?

## RELEVANT STATUTORY PROVISIONS

[36] The provisions of the *SEA* most relevant on this application read as follows:

**6-1(1)** *In this Part:*

(a) "**bargaining unit**" means:

(i) a unit that is determined by the board as a unit appropriate for collective bargaining; or

<sup>11</sup> *Ibid.*, at p. 3 (Part VII – Officers).

<sup>12</sup> *Ibid.*, at pp. 4-5 (Part X – Duties of the Executive Officers).

<sup>13</sup> *Ibid.*, at p. 5 (Part XI – Duties of Committees).

<sup>14</sup> *Ibid.*, at p. 9 (Part XIX – Grievance Committee).

<sup>15</sup> *Ibid.*, at p. 5 (Part XII – Negotiating Committee).



(ii) if authorized pursuant to this Part, a unit comprised of employees of two or more employers that is determined by the board as a unit appropriate for collective bargaining;

(b) **“certification order”** means a board order issued pursuant to section 6-13 or clause 6-18(4)(e) that certifies a union as the bargaining agent for a bargaining unit[.]

.....

(d) **“collective bargaining”** means:

- (i) negotiating in good faith with a view to the conclusion of a collective agreement or its renewal or revision;
- (ii) putting the terms of an agreement in writing those terms were arrived at in negotiations or are required to be inserted into a collective agreement by this Part;
- (iii) executing a collective agreement by or on behalf of the parties; and
- (iv) negotiating from time to time the settlement of disputes and grievances of employees covered by a collective agreement or represented by a union[.]

.....

(k) **“labour organization”** means an organization of employees who are not necessarily employees of one employer that has collective bargaining among its purposes[.]

.....

(p) **“union”** means a labour organization or association of employees that:

- (i) has a one of its purposes collective bargaining; and
- (ii) is not dominated by an employer[.]

(q) **“unit”** means any group of employees of an employer or, if authorized pursuant to this Part, of two or more employers.

.....

**6-11(1)** If a union applies for certification as the bargaining agent for a unit or a portion of a bargaining unit or to move a portion of the one bargaining unit to another bargaining unit, the board shall determine:

- (a) if the unit of employees is appropriate for collective bargaining; or
- (b) in the case of an application to move a portion of one bargaining unit to another bargaining unit, if the portion of the unit should be moved.

(2) In making the determination required pursuant to subsection (1), the board may include or exclude persons in the unit proposed by the union.

(3) Subject to subsections (4) to (6), the board shall not include in a bargaining unit any supervisory employees.

(4) Subsection (3) does not apply if:

- (a) *the employer and union make an irrevocable election to allow the supervisory employees to be in the bargaining unit; or*
- (b) *the bargaining unit determined by the board is a bargaining unit comprised of supervisory employees.*

(5) *An employee who is or may become a supervisory employee:*

- (a) *continues to be a member of a bargaining unit until excluded by the board or an agreement between the employer and the union; and*
- (b) *is entitled to all the rights and shall fulfill all of the responsibilities of a member of the bargaining unit.*

(6) *Subsections (3) to (5) apply only on and after two years after the date on which subsection (3) comes into force.*

**[37]** The powers given to this Board by the SEA that are most relevant on this application read as follows:

**6-103(1)** *Subject to subsection 6-97(3), the board may exercise those powers that are conferred and shall perform those duties that are imposed on it by this Act or that are incidental to the attainment of the purposes of this Act.*

(2) *Without limiting the generality of the subsection (1), the board may do all or any of the following:*

.....  
 (c) *make any orders that are ancillary to the relief requested if the board considers that the orders are necessary or appropriate to attain the purposes of this Act[.]*

.....  
**6-112(4)** *Without limiting the generality of subsections (2) and (3), in any proceedings before it, the board may, on any terms that it considers just, order that the proceedings be amended:*

.....  
 (d) *by correcting the name of a person that is incorrectly set out in the proceedings.*

**ANALYSIS**

**A. Onus**

**[38]** There did not appear to be any dispute on this question at the hearing, however, it is helpful to state at the outset that the onus results on the Applicant to demonstrate on a balance of probabilities that (a) it qualifies as a “union” for purposes of the SEA; (b) that it is an appropriate unit for collective bargaining purposes, and (c) the name it has selected is appropriate.

[39] The Applicant must present evidence that is “sufficiently clear, convincing and cogent”<sup>16</sup> to satisfy the balance of probabilities’ standard of proof.

**B. Does the Applicant Qualify as a Union for Purposes of the SEA?**

**1. Governing Legal Principles**

[40] The relevant jurisprudence governing this question is well-established. It has been restated and applied in a number of recent decisions of this Board, most notably; *Canadian Union of Skilled Workers v Nakoda Industrial Ltd.*<sup>17</sup> [*Nakoda*], and *Education, Service and Health Care Union, CLAC Local 306 v Town of Bienfait*<sup>18</sup> [*Bienfait*].

[41] Even though both *Nakoda* and *Bienfait* were decided pursuant to provisions of the *SEA*, the Board employed the summary of its previous jurisprudence found in *Canadian Staff Union v Canadian Union of Public Employees*<sup>19</sup> [*CSU*]. *CSU* involved the application in that case of provisions of the former *Trade Union Act*, RSS 1978, c T-17 [*TUA*] setting out to the definitions of “labour organization” and “trade union”. It is apparent that the Board in *Nakoda* and *Bienfait* concluded the same principles operated under the *SEA* for purposes of determining what must be demonstrated in order for an association not yet certified as a union in Saskatchewan to be obtain such certification.

[42] In *CSU*, the Board stated at paragraph 11:

*The jurisprudence of this Board is to compel an applicant seeking to represent a group of employees, that has not previously been certified in this Province, to establish its status and, in particular, its standing to be certified to represent employees for the purpose of collective bargaining... Simply put, an applicant organization must satisfy the Board that it is a trade union with [sic] the meaning of The Trade Union Act. In this regard, it should be noted that this is not an enquiry into the relative strength or tenacity of the applicant in the terms of achieving particular collective bargaining goals or its adherence to particular ideological beliefs. In this exercise, the Board is simply concerned with whether or not the organization is dedicated to advancing the interests of its members by means of collective bargaining and its internal structure possess [sic] certain hallmarks of organizational legitimacy associated with a trade union. [Emphasis added. Citations omitted.]*

<sup>16</sup> *F.H. v McDougall*, 2008 SCC 53, [2008] 3 SCR 41, at para. 46.

<sup>17</sup> 2017 CanLII 20061, 2017 CarswellSask 148, LRB File No. 017-17.

<sup>18</sup> LRB File No. 071-17 dated August 10, 2017.

<sup>19</sup> 2011 CanLII 61200, 2011 Carswell 651, LRB File No. 077-11.

[43] More recently, in *Saskatchewan Institute of Applied Science and Technology Faculty Association v Saskatchewan Government and General Employees' Union*, [SIASTFA]<sup>20</sup> the Board identified various factors that would point to an applicant association satisfying the CSU inquiry. Chairperson Love stated at paragraph 22:

*[T]he Board reviews whether the organization has a suitable Constitution, which includes collective bargaining on behalf of employees among its purposes. It also reviews whether or not the Constitution has been ratified and adopted by members of the organization, whether the members have then obtained membership in accordance with the provisions of the Constitution and whether from those members it has elected officers with the authority to engage in collective bargaining and conduct the affairs of the organization.*

## **2. Position of the Parties**

### **2.1 The Applicant's Position**

[44] In both its' written submission and the oral submissions of its counsel, the Applicant devoted little argument to the question of whether it should be recognized as a union in Saskatchewan. The Applicant simply pointed to its Constitution and Bylaws which have been discussed above, and submitted the content of those documents demonstrated it qualified as a *bona fide* union as defined in clause 6-1(1)(p) of the *SEA*.

### **2.2 The City's Position**

[45] Relying principally on *SIASTFA*, the City acknowledged that the Applicant satisfied a number of the factors identified there as qualifying it as a union. However, the City stated that the Applicant had failed to demonstrate clearly that the CSOs had become members of the Association, or that its' Executive had been duly elected by those members. These deficiencies, the City submitted, prevent this Board from determining if the Applicant qualified as a "union" for purposes of the *SEA*.

## **3. Analysis and Decision**

[46] The Board has concluded that the Applicant has satisfied the requisite elements identified in the jurisprudence for establishing that it qualifies as a "union" as defined in clause 6-1(1)(p), for the following reasons.

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<sup>20</sup> 2012 CarswellSask722, 220 CLRBR (2d) 314, LRB File No. 106-12

**[47]** As set out above, central provisions of the Applicant's Constitution demonstrate that one of its principles objectives is to represent its members' interests and to bargain collectively with the City on their behalf. Indeed, the Applicant has tasked a particular committee comprised of the members of its' Executive to engage in bargaining in good faith with the City.

**[48]** This Constitution further demonstrates that the Applicant has organized itself in a manner that is consistent with how other well-established unions organize their operations. These various considerations indicate that the Applicant exhibits the essential indicia of all unions certified by this Board.

**[49]** It is true, as the City asserts, that no direct evidence was led by the Applicant respecting whether the CSOs were members of the association. However, in the Board's view this is not fatal to its application. As noted above, this Board directed that a vote by secret ballot had been ordered and those ballots remain sealed.<sup>21</sup> In order to obtain such a direction, subsection 6-9(2) of the *SEA* requires that at least "45% or more of the employees in the unit" have chosen the Applicant to represent them for collective bargaining purposes. At the time the Applicant filed this application there were six (6) CSOs employed by the City. From this it follows, that at least three (3) of these individuals were members of the Applicant. Accordingly, the Board concludes that while it is uncertain if all CSOs were members of the Applicant, it is plain that at least half of them were, at the time of this application.

**[50]** The City's second objection to this Board finding that the Applicant qualifies as a "union" relates to the composition of its' Executive, and whether or not they were properly elected. Again, the Board acknowledges the Applicant led no direct evidence that its' officers had been formally elected by the membership. However, the Board concludes that this omission also is not fatal to this application.

**[51]** Mr. Adams testified that he had prepared the Applicant's formal application, and executed it on the Applicant's behalf. As already noted, attached to this application was a copy of the Applicant's Constitution. On page 10 of the Constitution it identifies the three (3) members who comprise the Applicant's Executive and states that both the "Constitution and Bylaws Amended and Passed at a Regular Meeting" of the Applicant on January 22, 2017. The Board accepts this document as proof that the Executive is duly constituted in accordance with the provisions of the Applicant's Constitution.

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<sup>21</sup> Direction for Vote dated January 24, 2017, LRB File No. 007-17.

[52] Finally, it must be stated that no evidence was led before us to indicate that the Applicant is, in any way, dominated by the employer.

[53] Accordingly, for these reasons the Board is satisfied that the Applicant has met its burden to demonstrate that it qualifies as a “union” as defined in clause 6-1(1)(p) of the SEA.

**C. Is the Unit Requested by the Applicant An Appropriate Bargaining Unit?**

**1. Relevant Legal Principles**

[54] Not surprisingly, the Board has considered this issue in numerous cases, many of which were cited by both the Applicant and the City. The brief review which is undertaken here is not intended to be exhaustive. Rather, it will provide a general over-view of the relevant considerations this Board should take into account when determining what qualifies as an appropriate bargaining unit in a particular situation. For present purposes, the Board has identified four (4) relevant legal principles.

[55] First, the Board should scrutinize the bargaining unit that has been proposed by the union in question from the perspective of whether it is appropriate for purposes of future collective bargaining with an employer. The central question is whether it is an appropriate unit, not the optimal one. In *Canadian Union of Public Employees v Northern Lakes School Division No. 64*<sup>22</sup> [*Northern Lakes School Division*], the Board framed this inquiry as follows:

*The basic question which arises for determination in this context is, in our view, the issue of whether an appropriate bargaining unit would be created if the application of the Union were to be granted. As we have often pointed out, this issue must be distinguished from the question of what would be distinguished from the question of what would be the most appropriate bargaining unit.*

*The Board has always been reluctant to deny groups of employees access to collective bargaining on the grounds that there are bargaining units which might be created, other than the one which is proposed, which would be more ideal from the point of view of collective bargaining policy. The Board has generally been more interested in assessing whether the bargaining unit which is proposed stands a good chance of forming a sound basis for a collective bargaining relationship than in speculating about what might be an ideal configuration.*<sup>23</sup>

<sup>22</sup> [1996] SLRBD No. 7, [1996] SLRBR 115, LRB File No. 332-95

<sup>23</sup> *Ibid.*, at 116-117. See also: *United Food and Commercial Workers Union, Local 1400 v Plainsview Credit Union*, [2011] SLRBD No. 12, 199 CLRBR(2d) 197, 2011 CanLII 40107 [*Plainsview Credit Union*]. To similar effect, see: *International Brotherhood of Electrical Workers, Local 254 v City of Calgary and Canadian Union of Public Employees, Local 38*, [1989] Alta. LRBR 429.

[56] Second, generally speaking the Board's preference is for larger, broadly based units so as to avoid issues of certifying an under-inclusive unit. In *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v O.K. Economy Stores (A Division of Westfair Foods Ltd.)*<sup>24</sup> [O.K. Economy] a case cited by both the Applicant and the City, former Vice-Chairperson Hobbs explained this preference as follows at page 66:

*In Saskatchewan, the Board has frequently expressed a preference for larger and few bargaining units as a matter of general policy because they tend to promote administrative efficiency and convenience in bargaining, enhance lateral mobility among employees, facilitate common terms and conditions of employment, eliminate jurisdictional disputes between bargaining units and promote industrial stability by reducing incidences of work stoppages at any place of work (see [United Steel Workers of America v Industrial Welding (1975) Limited, 1986 Feb. Sask. Labour Rep. 45]). . . .*

*This does not mean that large is synonymous with appropriate. Whenever the appropriateness of a unit is in issue, whether large or small, the Board must examine a number of factors assigning weight to each as circumstances arise.*

[57] Third, this Board has identified, and regularly applied, a number of relevant factors, of which size of the proposed unit is but one, to determine whether the proposed unit is an appropriate unit for purposes of bargaining collectively with the employer. Those factors were helpfully enumerated in *O.K. Economy* as follows, again at page 66:

*Those factors include among others: whether the proposed unit of employees will be able to carry on a viable collective bargaining relationship with the employer; the community of interest shared by the employees in the proposed unit; organizational difficulties in particular industries; the promotion of industrial stability; the wishes or agreement of the parties; the organizational structure of the employer and the effect that the proposed unit will have upon the employer's operations; and the historical patterns of organization in the industry.*

*The Board recognizes that there may be a number of different units of employees which are appropriate for collective bargaining in any particular industry.*

[58] Fourth, units that may be characterized as "under-inclusive" may be certified as appropriate in certain circumstances. The leading case on this issue appears to be *Graphic Communications International Union, Local 75M v Sterling Newspapers Group, a Division of Hollinger Inc.*<sup>25</sup> [Sterling Newspapers Co.]. In this decision, former Chairperson Gray on behalf of the majority of the Board (Member Carr dissenting), reviewed the Board's prior jurisprudence on under-inclusive units, including authorities cited by counsel in this matter such as *Canadian*

<sup>24</sup> [1990] Fall Sask. Labour Rep. 64, LRB File No. 264-89.

<sup>25</sup> [1998] Sask. LRBR 770, [1998] SLRBD No. 65, LRB File No. 174-98.

*Union of Public Employees, Local 1902-08 v Young Women's Christian Association et al.*<sup>26</sup>, and *Saskatchewan Joint Board, Retail, Wholesale and Department Store Union v Saskatchewan Centre of the Arts*<sup>27</sup>. She summarized her analysis as follows at para. 34:

*From this review of cases, it would appear to the Board that under-inclusive bargaining units will not be considered to be appropriate in the following circumstances: (1) there is no discrete skill or other boundary surrounding the unit that easily separates it from other employees; (2) there is intermingling between the proposed unit and other employees; (3) there is a lack of bargaining strength in the proposed unit; (4) there is a realistic ability on the part of the Union to organize a more inclusive unit; or (5) there exist a more inclusive choice of bargaining units.*

[59] These four (4) general principles then, set the legal parameters for the discussion and analysis that follows.

## **2. Position of the Parties**

### **2.1 The Applicant's Position**

[60] On this aspect of its application, the Applicant relied on a number of authorities including: *Northern Lakes School Division*<sup>28</sup>; *O.K. Economy Plainsview Credit Union*<sup>30</sup>; *Communications, Energy and Paperworkers Union of Canada v Arch Transco Ltd.*<sup>31</sup> [*Arch Transco Ltd.*]; *Canadian Union of Public Employees, Local 5004 v Saskatoon Housing Authority*<sup>32</sup> [*Saskatoon Housing Authority*], and *Canadian Union of Public Employee v Toronto Transit Commission*<sup>33</sup>.

[61] The Applicant submitted that despite its size – six (6) or seven (7) members – the proposed bargaining unit satisfies all the essential criteria for demonstrating its appropriateness for purposes of the *SEA*. The size of this unit, it asserts, is not a problem because there is a rational basis for differentiating between CSOs and other individuals employed by the City, namely, the duties that CSOs perform and the skill-set they must possess in order to perform those duties. The Applicant submits those duties are more aligned to those performed by police officers such as members of the RCMP, rather than other civic employees.

<sup>26</sup> [1992] 4<sup>th</sup> Quarter Sask. Labour Rep. 71, LRB File No. 123-92.

<sup>27</sup> [1995] 4<sup>th</sup> Quarter Sask. Labour Rep. 52, LRB File No. 175-95.

<sup>28</sup> *Supra*, n. 22.

<sup>29</sup> *Supra*, n. 24.

<sup>30</sup> *Supra*, n. 23.

<sup>31</sup> [2000] SLRBD No. 63, LRB File No. 060-00

<sup>32</sup> 2010 CanLII 42667, 184 CLRBR (2d) 93, LRB File No. 048-10.

<sup>33</sup> 2011 CanLII 73183 (ON LRB)



[62] The Applicant submits further that because all the individuals in the proposed unit undertake law enforcement they share a clear and identifiable “community of interest”. Counsel pointed out that these individuals have “the same job duties and the same job title in the same department” and because of “their statutory appointment under The Police Act” are not “interchangeable with the workers in other departments”.<sup>34</sup>

[63] Respecting the viability of the proposed unit, the Applicant asserts that its ability to engage in collective bargaining with the employer cannot be doubted since small bargaining units have been certified in the past. Council endorsed the following view expressed by the Canada Industrial Labour Relations Board in *Canada Post Corporation*<sup>35</sup>:

*All in all, the concept of viability is far from being a panacea and even less a way to control the quality of representation. A unit is not viable when it is not appropriate for collective bargaining and vice versa. This brings us back to the fact that we cannot assess a bargaining unit's appropriateness on the basis of one single criterion; we can best evaluate appropriateness from a wide range of criteria.*

[64] The Applicant also pointed to this Board's statement in *Arch Transco Ltd.* at paragraph 17 that:

*Promotion of industrial stability is the overarching factor in considering the shape of a bargaining unit on an initial, as opposed to a second or subsequent certification. The design of the bargaining unit must ensure the viability of collective bargaining: see, Saskatoon Civic Middle Management Association v City of Saskatoon and Canadian Union of Public Employees, Local 59, [1998] Sask. L.R.B.R. 341, LRB File Nos. 354-97 & 010-98, at 348-49.*

[65] It submitted that certifying the Applicant as a union would promote rather than undermine industrial peace. In its Written Submissions, the Applicant stated as follows at paragraph 36:

*The Association was created because the members were not satisfied with the City's failure to address their workplace concerns. Unionization would maintain industrial peace through preventing workers from collectively walking off the job, leaving or striking during the currency of a collective agreement, and industrial disputes would find a place to be resolved through the certification of the Union.*

[66] Finally, counsel pointed to the fact as attested to by Mr. Adams that he, on behalf of his colleagues, investigated all options to join with other unions, most notably CUPE, that served as the bargaining agent for other City employees. None was prepared to accept the

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<sup>34</sup> Applicant's Written Submissions, at paras. 32, 33.

<sup>35</sup> (1990), 81 di 187.

CSOs as members. Indeed, Applicant's counsel stated at the hearing that CUPE was "deafeningly silent" and its non-participation in this proceeding completely corroborated the testimony of Mr. Adams.

## **2.2 The City's Position**

**[67]** On this aspect of the application, the City relied principally on the following authorities: *O.K. Economy*; *Canadian Union of Public Employees, Local 1902-08 v Young Women's Christian Association et al.*<sup>36</sup>; *Health Sciences Association of Saskatchewan v Board of South Saskatchewan Hospital Centre (Plains Health Centre)*<sup>37</sup>; *Sterling Newspapers Co.; Re Cavalier Enterprises Ltd. (c.o.b. Sheraton Cavalier)*<sup>38</sup>; *International Alliance of Theatrical, Stage, Employees and Moving Picture Machine Operators of the United States and Canada v Saskatchewan Centre of the Arts*<sup>39</sup>; *Plainsview Credit Union*; *Canadian Union of Public Employees, Local 975 v University of Saskatchewan Students' Union*<sup>40</sup>, and *Service Employees' International Union, Local 333 v Metis Addictions Council of Saskatchewan, Inc.*<sup>41</sup>

**[68]** First, the City took exception to the Applicant's position that the CSOs shared a community of interest. It noted the small size of the proposed unit – five (5) full-time members and two (2) part-time members – and asserted that it would be more appropriate to include these individuals in the CUPE Local already certified as the City employees' bargaining unit. The City also suggested that although it might be "unconventional", the CSOs could be included as part of the North Battleford Fire Fighters' Association, Local 1756.

**[69]** Second, the City submitted that the CSOs did not possess a distinctive or discrete skill-set which set them apart from its other employees. The City pointed to the fact that the CSOs operated within its Protective Services Department and performed duties similar to those performed by other City employees. For example, they regularly interact with other City departments and employees, and they respond to inquiries and complaints from members of the public. In addition, their hours of work and working conditions were comparable to those of other City employees as were their rates of pay. In addition, the CSOs were subject to the same workplace policies as other employees.

<sup>36</sup> [1992] 4<sup>th</sup> Quarter Sask. Labour Rep. 71, 17 CLRBR (2d) 156, LRB File No. 123-92.

<sup>37</sup> [1987] Apr. Sask Labour Rep 48, LRB File Nos. 421-85 & 422-85.

<sup>38</sup> 2002 CanLII 52909 (SK LRB), LRB File No. 123-02 upheld on reconsideration 2004 CanLII 65626 (SK LRB).

<sup>39</sup> [1992] 3<sup>rd</sup> Quarter Sask Labour Rep 143, LRB File No. 126-92.

<sup>40</sup> 2007 CanLII 68928 (SK LRB), LRB File No. 048-04.

<sup>41</sup> [1993] 3<sup>rd</sup> Quarter Sask. Labour Rep. 49, LRB File No. 002-93.

[70] Third, the City argued that there is intermingling among the CSOs and other City employees. This is because they have to interact, and work, with employees in other City departments in order to address day-to-day issues as they arise. Citing *United Food and Commercial Workers Union, Local 1400 v Ranch Ehrlo Society and Ehrlo Community Services Inc.*<sup>42</sup>, the City submitted that this interaction and, at times, over-lap in responsibilities made it highly unlikely that “a rational and defensible boundary can be drawn around the proposed bargaining unit”<sup>43</sup>.

[71] Finally, relying upon *Sterling Newspapers Co.*, the City submitted that the proposed unit lacked viability. If certified, it would effectively operate as an “island” surrounded by the much larger sea of CUPE. This reality meant the Applicant would lack bargaining strength with the City, and would place its members in a disadvantageous bargaining position *vis á vis* the CSOs’ fellow employees.

### 3. **Analysis and Decision**

[72] On balance, the Board has concluded the Applicant has met its burden to demonstrate on a balance of probabilities that the proposed unit is an appropriate bargaining unit pursuant to sub-clause 6-1(1)(a) of the *SEA*. The CSOs desire, and deserve, to be represented for labour relations purposes, and the Board is satisfied that the Applicant is able to fulfill that responsibility for the following reasons.

#### 3.1 **Community of Interest**

[73] The Board is of the view that it cannot be seriously contended the CSOs do not share a community of interest. We heard a great deal of evidence respecting the various responsibilities these individuals perform in the City, responsibilities analogous to those performed by the RCMP, and by local police forces in other Saskatchewan municipalities. Indeed, Mr. Singh testifying on behalf of the City flatly stated that the reason the City encouraged the CSO program was because it believed having CSOs highly visible in the community would make its residents feel more protected and safe.

[74] Furthermore, no evidence was led that any of these important law enforcement responsibilities are performed by other City employees. This reality coupled with the fact that for

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<sup>42</sup> 2008 CanLII 65787, 161 CLRBR (2d) 165, LRB File No. 108-07.

<sup>43</sup> *Ibid.*, at para. 103.

the most part the job responsibilities carried out by the CSOs are not shared by others, demonstrate that that it is possible to draw a “rational and defensible boundary” around the proposed bargaining unit, to paraphrase *Re Ranch Ehrlo Society*<sup>44</sup>.

[75] As a consequence, it is apparent that a level of community of interest exists among these CSOs sufficient to support the Applicant’s argument that it qualifies as an appropriate unit for collective bargaining purposes.

### **3.2 Intermingling**

[76] The Board is of the view that the City’s concerns about potential intermingling of the CSOs with other employees are more apparent than real. It may well be that that there exists a working and collaborative relationship between CSOs and other City employees, primarily those who work in the Protective Services Department. However, it does not follow that their job responsibilities over-lap or that those responsibilities could be undertaken by other City employees in the event of a strike by the CSOs. The CSOs’ public duties are discrete enough to demonstrate that any intermingling which may exist is superficial, at best.

### **3.3 Under-inclusive Unit**

[77] A principal objection advanced by the City to this application is that the proposed unit is under-inclusive. This is related to the question of the proposed unit’s viability which will be discussed below.

[78] The Board acknowledges that the unit proposed by the Applicant is a small one. Yet as we have stated in a number of our prior Decisions, the relatively small size of a proposed bargaining unit does not disqualify it from being an appropriate unit for certification purposes.<sup>45</sup>

[79] The principal reason that motivates this Board to conclude that despite its’ size the proposed unit is appropriate, is there is no other union willing or able to admit the CSOs into its membership. Mr. Adam’s testimony is uncontroverted on this point. He testified that on behalf of his colleagues, he sought the assistance of a number of unions, including CUPE and the IAFF. None of these unions was able to welcome the CSOs into their ranks. As a result,

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<sup>44</sup> *Ibid.*

<sup>45</sup> See for example, *O.K. Economy*, *supra* n. 29, at 66.

either the proposed unit is deemed to be appropriate for certification purposes or the CSOs are left without any representation whatsoever.

**[80]** The latter would be a most undesirable result. Not only would it run counter to a central objective of the *SEA* set out in subsection 6-4(1), namely that all employees “have the right to organize in and to form, join or assist unions and to engage in collective bargaining through a union of their own choosing”, it would be disrespectful of the fundamental guarantee of freedom of association enshrined in section 2(d) of the *Canadian Charter of Rights and Freedoms*<sup>46</sup>. In *Mounted Police Association of Ontario v Canada (Attorney General)*<sup>47</sup>, the Supreme Court of Canada identified “(1) the right to join with others and form associations...and (3) the right to join with others to meet on more equal terms the power and strength of other groups or entities”, as two (2) of the core values protected by section 2(d). In this context, the Board is very cognizant of the significant protections for workers found in these important legal documents.

**[81]** The Board finds these considerations strongly persuade us that the proposed unit is not under-inclusive, and should not be rejected on that basis.

### **3.4 Viability**

**[82]** Finally, in our view, concerns over the viability of the proposed bargaining unit are not so significant as to defeat a finding that the Applicant is an appropriate unit for certification purposes.

**[83]** The Board acknowledges that it is extremely difficult to assess with any degree of certainty whether the proposed unit will be viable in the longer term. However, we note the City already has had considerable experience with a small bargaining unit comprised of its fire-fighters, albeit a unit somewhat larger in size than the proposed unit at issue here. Certainly, there was no evidence led before us to suggest the existence of that unit had disadvantaged its members in any way, or that it had created workplace instability for the City.

**[84]** While the Board accepts that the success of this proposed unit remains unknown, it can be presumed it will fail because of its size. The *SEA* contemplates in sub-clause 6-1(1)(a)(ii) that a bargaining unit may be comprised of as few as two (2) employees. On

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<sup>46</sup> Part I of the *Constitution Act, 1982* being Schedule B to the *Canada Act 1982* (UK), 1982, c. 11.

<sup>47</sup> 2015 SCC 1, [2015] 1 SCR 3.

the facts before us in this case, there is not sufficient evidence to show that the proposed unit is likely to fail in its objective to represent the collective bargaining interests of its members.

#### 4. **Conclusion**

[85] Accordingly, for these reasons, the Board concludes that the unit requested by the Applicant is an appropriate one for collective bargaining purposes. The Board concludes further that this unit shall be described as follows:

*All Community Safety Officers employed by the City of North Battleford.*

#### D. **Is the Applicant's Name Appropriate for Certification Purposes?**

[86] The Applicant wishes to be certified as the North Battleford Community Safety Officers Police Association. The City strenuously opposes this name on the basis that it includes the word "Police". Indeed, at the hearing of this application, it became apparent that this was the principal reason why the City opposed this application.

##### 1. **Positions of the Parties**

##### 1.1 **The Applicant's Position**

[87] The Applicant offered two (2) reasons why its choice of name was not only appropriate, it was accurate.

[88] First, the term "police" accurately reflects the kind of work CSOs perform in the community. The Applicant's counsel pointed to the fact that CSOs are appointed pursuant to Part V of *The Police Act, 1990*<sup>48</sup>; they must comply with a number of regulations that govern municipal police forces including *The Municipal Police Equipment Regulations, 1991*; *The Municipal Police Reporting Forms and Filing System Regulations, 1991*, and *The Municipal Police Discipline Regulations, 1991*, and act as police or peace officers when exercising their limited jurisdiction under the *Criminal Code*<sup>49</sup>. He submitted that for all intents and purposes, the CSOs operate in the community like police officer and apart for the ability to carry a firearm, there is little, if any, difference between the equipment CSOs are authorized to use and that which police officers utilize.

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<sup>48</sup> SS 1990-91, c P-15.01.

<sup>49</sup> RSC 1985, c C-46.

**[89]** Applicant's counsel also suggested that the name would not be widely disseminated. Its' use, for the most part, would be confined to the CSO office in the building that housed the Protective Services Department. We were advised that this office is secured and members of the public do not enter it.

**[90]** Second, Applicant's counsel submitted that the name was appropriate because it represented the name selected by the CSOs who are, or would be, members of the association. He suggested that the Board typically did not concern itself with the name of parties that appear before us. He opined further that it was questionable whether this Board had the jurisdiction to refuse to accept the name presented to it by the Applicant.

**[91]** Finally, counsel indicated that any dispute about whether the Applicant should include "Police" in its name should be resolved by the Minister of Justice and not this Board.

## **1.2 The City's Position**

**[92]** The City strongly argued against the word "police" appearing in the Applicant's proposed name should the Board decide it was an appropriate unit for representing CSOs in the City's employ. The City's counsel offered three (3) reasons why the Board should reject the proposed name.

**[93]** First, counsel pointed to the CSO's Letters of Appointment as Special Constables.<sup>50</sup> She noted those appointments included explicit restrictions intended to differentiate CSOs from the RCMP, for example, such as vehicle markings which must not include the word "police", a legal prohibition from carrying firearms or wearing a breast badge, and requiring them to use the title "Community Safety Officer".

**[94]** Second, the City submitted that permitting the Applicant to include "Police" in their formal name ran directly counter to the Community Safety Officer Program Policy Manual 2017<sup>51</sup>. More specifically, under the heading of "The Public Image of CSOs" found at page 7 of the Policy Manual, it states "CSOs shall not be identified or identifiable to the public or otherwise as being 'police'"

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<sup>50</sup> See: Exhibit E-6.

<sup>51</sup> Exhibit E-1.

[95] Third, the City stated that including “police” in the Applicant’s name might attract the operation of labour relations provisions of *The Police Act*. Indeed, for purposes of this legislation “local police association” is a term of art. It is defined in subsection 2(j) of the *SEA* as “a bargaining unit as determined by the Labour Relations Board”. *The Police Act* further contemplates that the municipality in question will have a “police service”, defined in subsection 2(q) as “a police department, police service or police force established by a board”. Once it is certified such an association becomes subject to the labour relations scheme set out in sections 83 to 86 of *The Police Act* which is more restrictive than the *SEA*.

[96] The City goes on to argue that since it does not have a municipal police service but rather contracts with the RCMP to provide policing services, it would be inconsistent with the terms of *The Police Act* to certify the Applicant under the name it is proposing.

[97] At paragraph 32 of her written submissions on behalf of the City, counsel summarized its position respecting the Applicant’s proposed name as follows:

*In summary, the [City] is concerned that the [Applicant’s] inclusion of the title “police” is contrary to the CSOs’ appointments, contrary to the Policy Manual, confusing to the general public and misleading with respect to the labour relations regime that applies. In the interests of the overall administration of justice and to be in compliance with the spirit and intent of The Police Act, the [City] submits that the Board should not consider the certification until the [Applicant] has modified its name.*

## 2. **Analysis and Decision**

[98] Neither counsel for the Applicant nor counsel for the City cited any jurisprudence from this, or any other, Board respecting when and under what circumstances a labour relations board may reject the name an applicant union is proposing for certification. This is not surprising as the Board’s own research did not turn up any authority addressing this point. Thus, the Board is addressing this issue for the first time and as a matter of first impression.

[99] It is useful to address at the outset the Applicant’s assertion that this Board lacks the authority to refuse to accept the name a union is proposing for certification purposes. We do not accept this argument. It appears to us that the Board’s jurisdiction set out in sub-clause 6-103(2)(c) of the *SEA* to make ancillary orders to the relief requested, together with the power to correct a name of a party to the proceedings as set out in sub-clause 6-112(4)(d), clothe us with the authority to determine whether the name proposed by the Applicant in this proceeding is appropriate for certification purposes.



**[100]** The Board acknowledges that sub-clause 6-112(4)(d) could be read as limiting our jurisdiction to correcting clerical errors or omissions. However, in our view to read the authority set out in that statutory provision so narrowly would be to limit our remedial ability unduly. It would be contrary to the object and purpose of the *SEA*, not to mention result in an absurdity, were this power interpreted only to authorize correcting minor spelling errors or misnomers while the ability to reject names which are inappropriate, misleading or, in extreme cases, contrary to public policy was beyond the Board's remedial powers. It is for these reasons that the Board concludes it does have the jurisdiction to reject the name proposed by the Applicant in this proceeding.

**[101]** Turning to the question of whether the proposed name – North Battleford Community Safety Officers Police Association – is appropriate for certification purposes, the Board agrees with the City that it is not.

**[102]** It is confusing because it will leave the impression in the public's mind that the Applicant's members are police officer when they clearly are not. It is also contrary to the Policy Manual governing the community service officers' program which expressly prohibits CSOs from holding themselves out as police officers. The fact that for some purposes, including exercising limited jurisdiction under the *Criminal Code*, CSOs qualify as "peace officers" does not, and cannot, alter the fact that these individuals are not police officers.

**[103]** Nor is the Board persuaded by the Applicant's argument that its proposed name would not be widely disseminated among members of the public. In our view, were we to endorse the proposed name, it will be well-nigh impossible to prevent it from being widely publicized. For one thing, this Board's Decision is a public document and will appear on the Board's official website shortly following its release. While this website may not be one of the more frequently visited sites on the internet, it is consulted regularly by labour relations practitioners and lawyers in Saskatchewan and across Canada. Additionally, the name will become public should the Applicant participate in civic events such as parades or engage in some form of job action. It is plainly wishful thinking on the part of the Applicant that, if accepted, its proposed name would remain a closely guarded secret.

**[104]** Most importantly, certifying the Applicant as a type of "police association" would potentially conflict with provisions of *The Police Act* respecting the kind of association that can obtain certification as such an organization and the labour relations regime to which it may be subject.

**[105]** Accordingly, for all of these reasons the Board concludes that the Applicant should not be certified as the “North Battleford Community Service Officers Police Association”. Rather, if it is to be certified, it will be certified as the “North Battleford Community Service Officers Association”.

## **ORDERS OF THE BOARD**

**[106]** The Board makes the follow Orders pursuant to sections 6-1(1)(p); 6-11; 6-12, and 6-103(2)(c) of the *SEA*:

1. **That** the Applicant meets the statutory definition of “union”, and is recognized as a union for collective bargaining purposes in Saskatchewan.
2. **That** the following unit qualifies as an appropriate bargaining unit:
 

*All Community Safety Officers employed by the City of North Battleford.*
3. **That** if certified, the Applicant shall be known as “North Battleford Community Safety Officers Association”.
4. **That** the ballots held in the possession of the Board Registrar pursuant to the Direction for Vote issued on January 24, 2017, in the within proceedings be unsealed and the ballots contained therein tabulated in accordance with The Saskatchewan Employment (Labour Relations Board) Regulations.
5. **That** the results of the vote be placed into Form 21, and that form be advanced to a panel of the Board for its review and consideration.

**[107]** An appropriate Board Order will accompany these Reasons for Decision.

**[108]** The Board extends its gratitude to counsel for their written and oral submissions. They were very helpful to us in our deliberations.

**[109]** This is a unanimous decision of the Board.

**DATED** at Regina, Saskatchewan, this **8<sup>th</sup>** day of **September, 2017**.

**LABOUR RELATIONS BOARD**

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Graeme G. Mitchell, Q.C.  
Vice-Chairperson