



C.D. Howe Building, 240 Sparks Street, 4th Floor West, Ottawa, Ont. K1A 0X8
Édifice C.D. Howe, 240, rue Sparks, 4^e étage Ouest, Ottawa (Ont.) K1A 0X8
Fax/Télécopieur: 613-995-9493

Reasons for decision

Grain Services Union (ILWU - Canada),

applicant,

and

Viterra Inc.,

employer.

Board File: 26380-C

Grain Services Union (ILWU - Canada),

applicant,

and

United Grain Growers Limited operating as Viterra,
Viterra Inc.,

employers,

Board File: 26473-C

United Grain Growers Limited operating as Viterra,
Viterra Inc.,

applicants,

and

Grain Services Union (ILWU - Canada), United
Food and Commercial Workers Union, Local 832

bargaining agents,

and

AgPro Grain Inc.,

employer,

and

United Food and Commercial Workers International
Union, Local 1118

interested party.

Board File: 26532-C

Neutral Citation: 2009 CIRB 465

August 4, 2009

The Board was composed of Mr. Graham J. Clarke, Vice-Chairperson and Messrs. Patrick J. Heinke and John Bowman, Members. A hearing was held on May 25, 2009, in Regina, Saskatchewan.

Appearances

Ms. Ronni A. Nordal, L.L.B. for Grain Services Union (ILWU - Canada);

Mr. Craig W. Neuman for Viterra Inc.

These reasons for decision were written by Mr. Graham J. Clarke, Vice-Chairperson.

I - Nature of the Application

[1] This decision considers whether the Board should consolidate any certified bargaining units following a declaration of a sale of a business.

[2] In *Viterra Inc.*, 2009 CIRB 442 (*Viterra* 442), the Board dealt with applications from both the Grain Services Union (ILWU - Canada) (GSU) as well as from Viterra Inc. (Viterra). The initial applications requested, *inter alia*, amendments to the parties' bargaining unit structure.

[3] The Board will not repeat the extensive facts already set out in *Viterra* 442. In that decision, the Board found that the Saskatchewan Wheat Pool's (SWP) purchase of all of the shares of Agricore United (AU) constituted a sale of business. SWP later wound up AU and also, in March 2008, amended its Articles of Incorporation to change its name officially to Viterra.

[4] SWP's purchase of AU resulted in a pool of non-union employees doing similar, if not identical, work to that done by employees represented by the GSU.

[5] In *Viterra* 442, the Board decided that former AU employees performing "in scope" functions within the province of Saskatchewan would fall within either the GSU's Country Operations Bargaining Unit or its Maintenance Bargaining Unit.

[6] Following the sale of business declaration, the Board provided the GSU and Viterra with an opportunity to negotiate a modification to their bargaining unit structure. The negotiations did not result in an agreement. As a result, the Board travelled to Regina to hear the parties' supplementary oral submissions on May 25, 2009.

II - Applicable Code Sections

[7] Section 18.1 reads as follows:

18.1 (1) On application by the employer or a bargaining agent, the Board may review the structure of the bargaining units if it is satisfied that the bargaining units are no longer appropriate for collective bargaining.

(2) If the Board reviews, pursuant to subsection (1) or section 35 or 45, the structure of the bargaining units, the Board

(a) must allow the parties to come to an agreement, within a period that the Board considers reasonable, with respect to the determination of bargaining units and any questions arising from the review; and

(b) may make any orders it considers appropriate to implement any agreement.

(3) If the Board is of the opinion that the agreement reached by the parties would not lead to the creation of units appropriate for collective bargaining or if the parties do not agree on certain issues within the period that the Board considers reasonable, the Board determines any question that arises and makes any orders it considers appropriate in the circumstances.

(4) For the purposes of subsection (3), the Board may

(a) determine which trade union shall be the bargaining agent for the employees in each bargaining unit that results from the review;

(b) amend any certification order or description of a bargaining unit contained in any collective agreement;

(c) if more than one collective agreement applies to employees in a bargaining unit, decide which collective agreement is in force;

(d) amend, to the extent that the Board considers necessary, the provisions of collective agreements respecting expiry dates or seniority rights, or amend other such provisions;

(e) if the conditions of paragraphs 89(1)(a) to (d) have been met with respect to some of the employees in a bargaining unit, decide which terms and conditions of employment apply to those employees until the time that a collective agreement becomes applicable to the unit or the conditions of those paragraphs are met with respect to the unit; and

(f) authorize a party to a collective agreement to give notice to bargain collectively.

[8] The Board in *Viterra* 442, accepted Viterra's argument that its purchase of AU constituted a sale of business. The Board further agreed that it was appropriate to exercise its bargaining unit review power under section 45 of the *Code*:

45. In the case of a sale or change of activity referred to in section 44, the Board may, on application by the employer or any trade union affected, determine whether the employees affected constitute one or more units appropriate for collective bargaining.

[9] Section 18.1 of the *Code* establishes the regime for a bargaining unit review. A trade union or an employer can ask the Board at any time for a review of bargaining units under section 18.1(1). However, to obtain a review, an applicant must first convince the Board that the current bargaining units "are no longer appropriate for collective bargaining": *Expertech Network Installations Inc.*, 2002 CIRB 182 at para. 108.

[10] The threshold is lower following a single employer declaration under section 35 or a sale of business declaration under section 44. The Board may intervene to conduct a review without a party having to demonstrate that the existing bargaining units are no longer appropriate for collective bargaining: *Expertech Network Installations Inc.*, *supra*, at para. 109.

[11] The Board described the analytical process it carries out in such situations at paragraph 17 of its decision in *BCT.TELUS et al.*, 2000 CIRB 73:

[17] The Board has developed well-established principles and criteria that it will consider when determining the appropriateness of a bargaining unit or when reviewing and reconfiguring existing bargaining units. In making such a determination, the Board will weigh and consider a number of factors, including the following: community of interest; viability of the unit; employee wishes; industry practice or pattern; the history of collective bargaining with the employer; the organizational structure of the employer; and the Board's general preference for broader-based bargaining units, for reasons such as administrative efficiency and convenience in bargaining, lateral mobility of employees, common framework of employment conditions and industrial stability (see *AirBC Limited* (1990), 81 di 1; 13 CLRBR (2d) 276; and 90 CLLC 16,035 (CLRB no. 797), and *Canada Post Corporation* (1988), 73 di 66; and 19 CLRBR (NS) 129 (CLRB no. 675)). A good description of the Board's approach is outlined in *Quebec North Shore & Labrador Railway Co.* (1992), 90 di 110; and 93 CLLC 16,020 (CLRB no. 978), where it stated the following:

“ The tests for determining whether a unit is appropriate for collective bargaining take into account the interests of both the employees and their employer. Without claiming to make an exhaustive list of these factors, we would note, *inter alia*, the community of interest among the employees, the method of organization and administration of the business, the history of collective bargaining with the employer and in the industry in question, whether the employees are interchangeable and the interests of industrial peace. The tests may have different weight, depending on the individual case, particularly in terms of whether it is an application for certification or an application for review. In the first situation, the Board must allow the employees to have access to collective bargaining. In the second, it must examine the existing bargaining structure in order to make the bargaining process and the application of the collective agreements more effective. However, it must always try to balance what are often divergent interests in determining viable bargaining units and in order to ensure effective bargaining and the most harmonious labour relations possible.

(pages 123-124; and 14,147-14,148) ”

[12] The Board, after having given the parties an opportunity to agree on various issues pursuant to section 18.1(2), now proceeds to consider the matter in accordance with its powers at sections 18.1(3) and (4).

III - Positions of the Parties

[13] In order to appreciate the parties' positions, it is essential to understand the current bargaining unit structure.

[14] Viterra has four bargaining units at ports in Ontario and British Columbia. Similarly, Viterra has a bargaining unit at the Edmonton Oat and Forage Facility, for which the United Food and Commercial Workers (UFCW) is certified as bargaining agent. These bargaining units are not at issue in this case.

[15] The seven bargaining units that are subject to the Board's review are:

i) The Saskatchewan Country Operations Unit Order No.: 8259-U (Country Operations Unit):

all employees of the Saskatchewan Wheat Pool employed in its Country Services Division, commonly referred to as the Country Services (Operations) unit and specifically, but not so as to limit the generality of the foregoing, including employees in the classification of truck driver/truck operator employed in the operation of tractor-trailer units hauling grain for Saskatchewan Wheat Pool and AgPro Grain, excluding Manager Asset Utilization, Manager Agronomic Services, Market Development Manager, Manager Agricultural Research & Development Farm, Plant Processing Manager, and Head of Agronomy.

ii) The Saskatchewan Maintenance Unit Order No.: 7763-U (Maintenance Unit):

all employees of the Saskatchewan Wheat Pool employed in its Country Services Division, commonly referred to as the Maintenance unit, excluding District Maintenance Manager, Manager Maintenance Services, Superintendent Electrical Services, Supervisor Warehouse & Distribution, Technical Maintenance Support Services.

iii) The Office Unit Order No.: 7754-U (Office Unit):

all employees of the Saskatchewan Wheat Pool employed in its Regina, Saskatoon, Winnipeg, Thunder Bay, and Vancouver offices; in Computer Maintenance Services; Member Relations Division, commonly referred to as the Offices unit, excluding Research and Development Analyst, Chief Executive Officer, Treasurer, Executive Director, Director, Chief Financial Officer, Executive Assistant to the President, Assistant to the President, Executive Assistant to the Chief Executive Officer, Assistant to the Chief Executive Officer, Assistant to the Executive Director, Assistant to the Chief Financial Officer, Controller Terminal Elevator Division, Controller Country Services Division, Corporate Controller, Controller Corporate Accounting, Accountant, Manager Employee Relations, Manager Industrial Relations, Manager Compensation & Benefits, General Manager, Manager Grain Accounting, Manager Agronomic Services, Manager Grain Inspection & Services, Manager Member Development, Commodity Manager, Manager Accounting, Program Manager, Manager Shipment & Allocation, Manager Farm Supply Services, Manager Community Relations & Member Information, Manager Property Administration, Manager Corporate Business Development, Manager Corporate Planning Services, Manager Business Systems Development, Manager Purchasing, Manager International

Business, Senior Project Manager, Project Manager, Manager Service Planning & Development, Manager Fertilizer Marketing, Territory Manager, Manager Asset Protection Services, Manager Office Services, Manager Commercial & Customer Relations, Manager Member Relations, Manager Engineering, Manager Financial Systems, Manager Financial Services, Manager Financial Analysis, Manager Finance, Manager Customer Support, Client Services Manager, Manager Grain Transactions, Manager Grain Marketing, Manager Traffic Logistics, Manager Market Analysis & Development, Market Development Manager, Manager Project Evaluation & Analysis, Manager Market Research & Promotion, Manager Crop Protection Marketing, Marketing Manager Terminal Elevator Division, Manager Communication Services, Claims Manager, Manager Safety, Manager Open Market Grains, Manager Special Crops Inventory, Manager Systems Operations, Manager Consulting Services, Manager Seed Marketing, Manager Environmental Policy & Planning, Manager Audit Services, Manager Selection & Quality Control, Manager Terminal Operations, Manager Democratic Process, Manager Research & Development, Manager Agricultural Research & Development, Manager Data Processing, Manager Facilities Planning, Position Manager Special Crops, Manager Quality Assurance, Manager Economic Analysis + Policy Development, Manager Transportation, Retail Sales Manager Western Canada, Manager Taxation, Manager Public Affairs, Manager Equipment & Special Services Marketing, Management Analyst, Head Central Development, Head Oil seed Development, Supervisor Compensation & Classification, Supervisor Employee Benefits, Supervisor Technical Support, Supervisor Employee Health Services, Supervisor Payroll Accounting, Supervisor Public Relations, Technical Maintenance Support Supervisor, Human Resources Superintendent, Human Resource Coordinator, Human Resources Consultant, Human Resources Development Coordinator, Human Resources Development Consultant, Human Resources Systems Analyst, Employee Relations Consultant, Employee Relations Coordinator, Employee Information Coordinator, Employee Family Assistance Program Coordinator, Employment Services Coordinator, Territory Coordinator, Employment Equity Coordinator, Quality Performance Coordinator, Administrative Coordinator, Business Systems Coordinator, Administration & Finance Coordinator, Development Coordinator, Grain Operations Coordinator, Salary Administration Coordinator, Coordinator Terminal Marketing, Investor Relations Coordinator, Transportation Coordinator, District Representative, Purchasing Agent (Thunder Bay), Maintenance Superintendent (Thunder Bay), Market & Trade Analyst, Financial Analyst III, Financial Analyst, Pension & Benefits Analyst, Administrative Assistant, Auditor III, Information Systems Auditor, Technology Architect, Compensation Consultant, Research Agronomist, Senior Merchandiser, Merchandiser, Wheat Breeder, Design Engineer, Occupational Health Nurse/Claims Management Compensation, Employee Health Nurse, Secretary to the Board, Secretary.

iv) The AgPro Alberta Manitoba Unit Order No.: 7938-U (AgPro Alberta - Manitoba):

all employees of AgPro Grain Management Services Ltd. employed at or in connection with its inland terminal grain elevators and farm supply facilities located at Killam, Lavoy, Trochu, Crossfield, Lethbridge, and Vulcan, Alberta, and Boissevain and Brandon, Manitoba, excluding Regional Managers, Administrative Assistant to Regional Managers, Terminal Operations Managers, and those above.

v) The AgPro Saskatoon Unit Order No.: 7750-U (AgPro Saskatoon):

all employees of Agpro Grain Inc. at its Saskatoon terminal elevator, excluding Terminal Manager, Marketing Coordinator, Senior Marketing Coordinator, Network Manager, Operations Manager, Shed Foreman, Terminal Administration and Office Manager.

vi) The AgPro Moose Jaw Unit Order No.: 7755-U (AgPro Moosejaw):

all employees of Agpro Grain Inc. at its Moose Jaw terminal elevator, excluding Terminal Manager, Marketing Coordinator, Senior Marketing Coordinator, Network Manager, Operations Manager, Shed Foreman and Executive Assistant.

vii) The Carman Bean Plant Unit Order No.: 9419-U (Carman Bean Unit):

all employees of Saskatchewan Wheat Pool Inc., operating as Viterra, in the town of Carman in the Province of Manitoba who are employed in the Bean and Special Crops plant, excluding the Janitor, Senior Facility Manager, Senior Field Representative, Senior Merchandiser, Merchandiser Trainee / Office Manager, Country Operations Manager and those employed above that rank.

[16] There is currently a pending revocation application before the Board for the Agpro Alberta-Manitoba Unit (file 26908-C).

[17] There were two other bargaining units in issue at the time the Board issued *Viterra* 442. For the “Coulter Unit” in Manitoba, the Board granted a revocation of the certificate on May 1, 2009 by Order no. 9641-U. For the Manitoba Country Operations/Maintenance unit, a representation vote was held. The Board dismissed the application when the GSU failed to obtain sufficient support to represent this proposed unit.

[18] Viterra has taken a consistent position throughout this case. It argued the Board should create a single bargaining unit covering all the non-excluded Viterra employees in the provinces of Manitoba, Saskatchewan and Alberta. Viterra further asked the Board to conduct a representation vote in order to determine whether Viterra’s employees wanted to be represented by the GSU.

[19] In Viterra’s view, a single bargaining unit would reflect the fact that it had gone through a transformational process whereby it is now a large pan-western Canadian grain operation. Viterra pointed out several advantages that would come from a single bargaining unit, including the fact that employee mobility would improve, especially between provinces.

[20] Viterra also argued that specialty crops, such as those handled by the Carman Bean Plant in Manitoba, which is the subject of an independent certification, should be included in an overall bargaining unit. Viterra reminded the Board that specialty crops in Saskatchewan are already included in the Country Operations Unit.

[21] Viterra felt that a single bargaining unit would eliminate any disputes regarding bargaining unit “work”. It would also significantly reduce the number of separate collective bargaining negotiations. A single bargaining unit would reflect the new efficiency that Viterra has achieved now that it operates as a single undertaking.

[22] The GSU in its final written submission at paragraphs 6 and 7 pleaded in favour of the status quo and asked the Board to keep the existing bargaining unit structure. However, it also provided alternate submissions supporting certain changes to the bargaining units in the event the Board decided to intervene. For example, the GSU suggested that the AgPro Moosejaw and AgPro Saskatoon bargaining units could be merged with the Country Operations Unit and Maintenance Bargaining Unit.

[23] The GSU also suggested that the Office Unit description be amended to exclude any office employees in Calgary and Winnipeg. They argued these employees did not perform functions traditionally covered by the certificate, such as finance in Winnipeg and executive services in Calgary.

IV - Issues

[24] The Board must determine two issues given its sale of business declaration and decision to examine the bargaining units under section 45 of the *Code*:

- i) Should the Board create a single three-province bargaining unit and order a vote by employees on whether or not they wish to be represented by the GSU?; and
- ii) If the Board does not create a single bargaining unit, should it otherwise modify the current bargaining unit structure?

V - Analysis and Decision

i) Should the Board create a single three-province bargaining unit and order a vote by employees on whether or not they wish to be represented by the GSU?

[25] In its November 25, 2008 written submission Viterra described the type of single bargaining unit at the heart of its application:

Viterra submits that a single bargaining unit comprising all employees who fall within the provisions of the *Code* and who are employed in grain operations (including special crops), maintenance, agri-products, related research and development, and office staff, with the exception of those involved in the export port facilities in B.C. and Ontario, is the most appropriate from a labour relations perspective, balancing the interests shared by affected stakeholders.

[26] The Board does not disagree with Viterra's suggestion of a general preference in favour of larger bargaining units. The Board has on many occasions combined several bargaining units, even when different bargaining agents represented the affected employees, if the result would improve labour relations.

[27] Viterra referred the Board to its recent decision in *Dover Industries Limited; Dawn Food Products (Canada) Ltd.*, 2008 CIRB 405 [Dover] where the Board merged a production unit and an office unit. The GSU and the United Food & Commercial Workers Union (UFCW) had been the bargaining agents. The Board combined the two units and held a vote to determine the bargaining agent.

[28] The Board also agrees with Viterra that in mature bargaining situations, it is more likely that the Board will reconfigure bargaining units.

[29] There is no issue in this case that the Board has the power under section 18.1 of the *Code* to create the single bargaining unit that Viterra requests and to order a vote. Indeed, even before the addition of section 18.1 to the *Code*, the predecessor Board had merged bargaining units and,

following a sale of business, ordered a vote. On occasion, these votes have been not only between competing bargaining agents, but have also included a “no union” option on the ballot: *Airwest Airlines Ltd. et al.* (1980), 42 di 247; and [1981] 1 Can LRBR 427 (CLRB no. 288) at page 264.

[30] The issue is whether the Board should do this in the circumstances of this case.

[31] Viterra has not convinced the Board that it should create a single bargaining unit and then order a vote of the “in scope” employees, both union and non-union, to determine whether or not they want the GSU to be their bargaining agent.

[32] The Board asked Viterra during argument about the possible consequences of their request. The members of the GSU could conceivably lose their representation rights depending upon the results of the vote. Viterra argued that the Board should not speculate on the results of a vote. The Board respectfully disagrees and can consider the impact of a bargaining unit consolidation on employee wishes.

[33] There are several reasons motivating the Board’s decision. Where several different bargaining unit reconfigurations exist, and some do not involve the possible disappearance of a long-standing bargaining agent, then those which promote collective bargaining will be preferred. The intent of the sale of business provisions in the *Code* is to preserve collective bargaining rights: *Bombardier Inc.*, [2001] 2 F.C. 429 (F.C.A.) at paragraph 3.

[34] The Board, as part of a sale of business process covered by section 45, is determining “whether employees affected constitute one or more units appropriate for collective bargaining.” It would be rare for the Board to adopt a reconfiguration, when several other options exist, which could have, as a foreseeable consequence, the elimination of a bargaining agent which has represented employees for over sixty years.

[35] Basic principles governing certification also support the Board's determination. While Viterra may prefer that the GSU be obliged to try to represent all of its employees across three provinces, that preference runs counter to the way the *Code* is structured.

[36] Sections 24 and 28 of the *Code* are clear that it is the bargaining agent which proposes the bargaining unit for which it wants representation rights. For example, section 24(1) reads:

24(1) A trade union seeking to be certified as the bargaining agent **for a unit that the trade union considers constitutes a unit appropriate for collective bargaining** may, subject to this section and any regulations made by the Board under paragraph 15(e), apply to the Board for certification as the bargaining agent for the unit.

(emphasis added)

[37] In section 28, the concept is continued that the trade union defines the scope of the unit it desires to represent:

Where the Board

(a) **has received from a trade union an application for certification as the bargaining agent for a unit,**

(b) has determined the unit that constitutes a unit appropriate for collective bargaining, and

(c) is satisfied that, as of the date of the filing of the application or of such other date as the Board considers appropriate, a majority of the employees in the unit wish to have the trade union represent them as their bargaining agent,

the Board shall, subject to this Part, certify the trade union making the application as the bargaining agent for the bargaining unit.

(emphasis added)

[38] The trade union decides the scope of its representation. While the Board can refuse to certify under section 28 if it finds that the trade union's proposed unit is inappropriate for collective bargaining, it otherwise is compelled to certify if all the conditions are met.

[39] In this case, the GSU, through many decades, has identified the employees that it desires to represent. It has represented the Country Operations Unit and the Office Unit for over 60 years. It has represented the Maintenance Unit for over 53 years.

[40] The Board fully recognizes that a trade union's suggested bargaining unit scope is not definitive. The Board may in an initial certification application impose a different bargaining unit if it believes the proposed unit is inappropriate.

[41] Similarly, in a bargaining unit review under section 18.1, a bargaining agent may be forced to compete with other existing bargaining agents to represent a merged bargaining unit for which no bargaining agent ever sought bargaining rights.

[42] Nonetheless, in a situation where only one bargaining agent is involved, and an employer suggests that that bargaining agent must attempt to represent all employees, whether unionized or not, in one bargaining unit, the Board can take into consideration, by analogy, the *Code's* basic principles when it comes to determining bargaining units.

[43] While in some bargaining unit reconfigurations a bargaining agent may lose its representation rights to another bargaining agent, such as in *Dover, supra*, the GSU's situation here is different. There is no competing bargaining agent in this case. A debate about which bargaining agent should represent employees when units are consolidated is very different from a debate about whether employees should have a bargaining agent at all.

[44] Viterra is fully entitled to structure itself in the way which makes the most business sense. If Viterra wants to function seamlessly in Alberta, Saskatchewan and Manitoba, then it can do so administratively. The Board previously described this situation at paragraph 31 of *Viterra* 442:

[31] In August 2007, the changes at SWP continued. SWP adopted the trade name of "Viterra". The business consisting of the SWP's and AU's assets would be operated as a single new entity. Viterra established a transition plan to create one overall business and to promote synergies "without regard to existing artificial provincial and bargaining unit boundaries".

[45] But the fact that an employer has legitimately decided to reorganize itself does not mean that its bargaining units therefore must be changed to reflect its new organizational structure. Rather, the bargaining unit structure is a fact that an employer must keep in mind when organizing itself. It can organize itself as an indivisible undertaking; but it still has to work with the existing bargaining unit structure, unless it can convince the Board to modify it.

[46] While Viterra's suggested single unit is one possible outcome of this bargaining unit review, the Board is not persuaded that there are compelling labour relations reasons to grant that request. Indeed, the granting of that request would ignore some very fundamental principles in the *Code* with regard to the preservation of bargaining rights following a sale of business and the fact that it is generally up to the trade union, and not the employer, to determine the scope of its representation.

[47] The Board would have come to this same conclusion had it been reviewing the bargaining units under section 18.1(1) of the *Code*.

ii) If the Board does not create a single bargaining unit, should it otherwise modify the current bargaining unit structure?

[48] As indicated above, Viterra took a single position in favour of a single bargaining unit and an all-employee vote. The GSU argued that the Board should make no changes beyond those already made in *Viterra* 442. The GSU did, however, suggest some alternate reconfigurations. Viterra commented to some degree on those alternatives.

[49] Section 45 of the *Code* provides the Board with the authority to review bargaining units. The fact that the parties take either a status quo or a full consolidation position does not prevent the Board from examining the bargaining unit structure and determining whether or not changes should be made.

[50] In this particular case, based on the extensive evidence presented by the parties, the Board has decided to consolidate some of the existing bargaining units in Saskatchewan.

a) The Saskatchewan-based bargaining units, other than the Office Unit, should be consolidated.

[51] Viterra, in its submissions in favour of a single bargaining unit, did provide some compelling evidence that it was faced with a plethora of bargaining units, both large and small. Unlike in many provincial jurisdictions, the CIRB has a continuing role to examine the certificates it issues. This allows the Board to certify smaller, yet still appropriate, bargaining units in order to promote collective bargaining. The Board retains the authority to remedy a proliferation of bargaining units in appropriate situations.

[52] Viterra argued persuasively that its large number of bargaining units, and related negotiations, impacted its labour relations with the GSU. Reducing the number of the bargaining units and the number of collective bargaining sessions, makes labour relations sense.

[53] The GSU also convinced the Board that negotiations between the parties have been successful for many years. Viterra in fact recently succeeded in having multiple collective agreements negotiated with virtually identical terms. This will lessen the impact of a bargaining unit consolidation.

[54] Therefore, the Board has decided to merge the Operations Unit with the Maintenance Unit. The evidence disclosed that negotiations for these two bargaining units have been carried out jointly over the years and that a single collective agreement applies to them already.

[55] The Board will also blend into this new unit, the bargaining units of AgPro Moosejaw and AgPro Saskatoon. The community of interest these two bargaining units share with the two previously merged units persuades the Board that one, rather than the four existing units, makes ongoing collective bargaining sense.

[56] The Board will provide the parties with 30 days from the date of these reasons to file any submissions about the details of the consolidation of the four bargaining units. The Board notes, for example, that the four collective agreements do not have the same term of operation. The submissions will assist the Board as it applies section 18.1(4) of the *Code*.

[57] The Board will also modify the description of the existing Office Unit to limit its scope to the Regina head office. The employees in Winnipeg perform work beyond the scope of the GSU's original bargaining unit. The Calgary employees who work in the executive offices are similarly outside the original scope. The unit description should be updated to reflect that fact. The Board is not convinced that the Office Unit, due to a different community of interest, should be combined with the other newly merged unit.

b) Bargaining units outside Saskatchewan

[58] As mentioned earlier, there is currently a decertification application pending for the Agpro Alberta-Manitoba unit. The Coulter Unit in Manitoba was recently decertified. The Carman Bean Unit is a stand alone specialty crop unit in Manitoba.

[59] The Board has not been convinced that it should change any of the existing Manitoba or Alberta units.

VI - Conclusion

[60] This decision has considered whether to consolidate any bargaining units following a sale of business declaration. Viterra has persuaded the Board that some consolidation should take place, though not on the scale it proposed.

[61] The Board will merge four existing certified units in the Province of Saskatchewan. The parties have been given a short time frame to provide comments about the mechanics of this merger.

[62] No other bargaining units will be changed.

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

Graham J. Clarke
Vice-Chairperson

Patrick J. Heinke
Member

John Bowman
Member