

BRITISH COLUMBIA LABOUR RELATIONS BOARD

DESJARDINS FINANCIAL GROUP - DESJARDINS CARD
SERVICES

(the "Employer")

-and-

UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 1518

(the "Union")

PANEL:	G.J. Mullaly, Vice-Chair
APPEARANCES:	David T. McDonald, for the Employer Brett Matthews, for the Union
CASE NO.:	58935
DATES OF HEARING:	March 5 and 30, 2009
DATE OF DECISION:	April 17, 2009

DECISION OF THE BOARD

I. INTRODUCTION

1 The Union applies under Section 18 of the *Labour Relations Code* (the “Code”) to
2 be certified for a unit described as “Credit Union Telephone Support Agents at 207-3701
3 East Hastings Street, Burnaby, BC”. The Employer opposes the application on the basis
4 that the unit applied for is not an appropriate bargaining unit.

5 Because the Board strives to deal with certification applications quickly, these
6 reasons will be as brief as possible.

7 The Employer called two witnesses at the hearing: Marisol Scanlon and Émilie
8 Boisvert. The Union called one witness: Annick Laberge, one of the two employees in
9 the proposed unit. Scanlon, who is now a Business Development Advisory Manager,
10 also works at 207-3701 East Hastings Street, Burnaby (the “Burnaby Office”). Boisvert,
11 who is based in Montreal, is the person that Laberge reports to.

II. BACKGROUND

12 The Employer is part of the Desjardins Financial Group whose headquarters is in
13 Montreal. In simple terms, it is involved in two sorts of business in British Columbia.
14 First, it ‘partners’ with credit unions to provide Visa credit card services. Second, it
15 provides retail merchants with financial services such as debit card services, gift cards
16 and consumer purchase financing.

17 The Burnaby Office opened in June 2006. Now, eight employees work at or from
18 it. Each is a member of what the Employer terms one of three job “families”: its “Product
19 Development Advisor” job family; its “Business Development Advisor” (“BDA”) job family
20 or its “Customer Service Agent” (“CSA”) job family.

21 Members of the BDA job family have one or both of two titles: “Business
22 Development Advisor” (“Credit Union BDA”) or “Business Development Advisor – Sales
23 and Development Retail Network” (“Merchant BDA”). The Credit Union BDAs in British
24 Columbia were sometimes referred to by the Employer’s witnesses as its credit union
25 “sales team”. As this name suggests, one of their job duties is to market financial
26 services to credit unions. In addition they train credit union staff with respect to those
27 services. At present there are two full-time Credit Union BDAs in British Columbia:
28 Skylar Fierros and Virginie Martin.

29 The Employer’s British Columbia Merchant BDAs are part of its “Canadian
30 Merchant and Business Sales” unit. That unit is responsible for “acquiring business,
31 Accord D financing, automobile and durable goods financing”. At present there are two
32 full-time Merchant BDAs in British Columbia: Karleen Phillips and Karim Jetha. Another
33 employee, Robert Pietrzak, works half-time as a Merchant BDA and half-time as a
34 Credit Union BDA.

8 The members of the CSA job family at the Burnaby Office make up the unit the Union has applied for. These employees, who Scanlon at times referred to as the “Call Centre employees”—have either of two titles: “Senior Customer Service Specialist” or “Customer Service Agent”. At present two members of the CSA job family work at the Burnaby Office: Laberge, (a Senior Customer Service Specialist) and Claude Léveillé (a Customer Service Agent). In her evidence Scanlon stated that the focus of the job of the members of the CSA job family is taking calls from credit union employees and supporting the BDAs.

9 The calls from credit union staff most often concern what Scanlon termed their “everyday immediate needs”. Information gathered by the Employer describes what such calls are most often about:

The top reasons why *Vancity* calls into CU Support:

- Product or account information for merchants
- Installation / removal of equipment

The top reasons why *Coast* calls into CU Support:

- Product or account information for individuals
- Payment confirmations

The top reasons why *WSCU* calls into CU Support:

- Product or account information for individuals
- Account modifications for individuals

Also, for both *Coast* and *WSCU*:

We regularly manage password reactivations for branch staff, for access to the in-branch online form. (emphasis in the original)

10 Laberge, a Senior Customer Service Specialist, has additional duties which include dealing with more ‘escalated’ calls from credit unions and merchants. Escalated calls pertain to enquiries (usually from credit union tellers in the first instance) that have not been dealt with to a credit union’s or merchant’s satisfaction by a Customer Service Agent. If Laberge is not able to deal with an escalated call to a credit union’s or merchant’s satisfaction, someone at the credit union (usually a manager) or merchant may ‘escalate’ the matter further by calling the BDA responsible for that credit union or business. To deal with such calls the BDAs sometimes need to ask Laberge or Léveillé for information that they, but not BDAs, have access to. BDAs (including even Fierros who regularly works at the Burnaby Office) are supposed to make such enquiries of CSAs by e-mail.

11 When the Burnaby Office opened in 2003 it was set up to accommodate two groups: BDA job family members and the Call Centre employees even though, at the time, there were no Call Centre employees there, just four BDAs and an Administrative

Assistant. The Administrative Assistant, Fierros, later became a Credit Union BDA and her old position was not filled.

12 The CSAs arrived to staff the Call Centre in 2006 and Scanlon was, initially, their "Team Leader". The Employer announced the opening of the Call Centre by stating that:

Desjardins places high value on the service provided to our credit union partners. It is therefore with great pleasure that we would like to announce the upcoming opening of our new Credit Union Support Contact Centre in Burnaby! By the end of June 2006, calls from your credit unions will be routed to a team of local agents, dedicated to answering your needs.

13 Formerly those calls had been directed to the Employer's Montreal Call Centre, not to the four BDAs.

14 The Burnaby Office is the only office of the Employer in Canada that has both BDAs and CSAs. Scanlon testified that the idea was to create a unit where the two groups would 'support' each other. She went on to explain such 'support' by stating that "on a weekly basis" the BDAs and CSAs need to "collaborate, look at a file together", though from "different perspectives".

15 In March 2008, while Scanlon was still the Team Leader for the Call Centre employees it was decided that the Employer needed a "senior position" in the Call Centre. As a result, Laberge became a Senior Customer Service Specialist, leaving Léveillé as the only Customer Service Agent at the Burnaby Office. Scanlon thought she could then "pass on" some of her duties to Laberge including taking more responsibility for escalated calls.

16 Later in 2008 the Burnaby Office was reorganized. Scanlon became a Business Development Advisory Manager and she now reports to a Montreal-based manager, Carole Godbout. Laberge's and Léveillé's Team Leader is now Levontina Nadjarian, who is based in Montreal. Nadjarian reports in turn to Boisvert, who, as noted above, is also based in Montreal. The BDAs who work at or from the Burnaby Office report to two different people. The Credit Union BDAs report to Mario Lapierre, who is based in Montreal. The Merchant BDAs report to Philip Ward, who is based in Moncton.

17 In January 2009 Laberge and Léveillé were assigned additional duties; they were then required to provide support to Merchant BDAs as well as Credit Union BDAs. Those additional duties were explained in a PowerPoint presentation Scanlon made to the Merchant BDAs. One of the presentation slides stated that "A while back, you completed a survey to tell us all about that "support" stuff you do that takes up your "selling" time." The slide also stated that:

The support you need covers a host of queries:

- ordering materials

- looking into a chargeback
- understanding a credit decision
- correcting a financial plan
- researching missing payments
- and more!

18 The slide also stated how often such “support” was needed: “Currently, you each require assistance for about one query per week on average”. The support that was ‘offered’ to the Merchant Business Development Team was described on the next slide:

You have a merchant query or issue for which you require assistance? Simply call or email the Vancouver Support Team!

- Annick is your #1 go-to.
- Claude is your back-up.

We have an extensive network of contacts to research the necessary info. A response is provided to you within 24-48 business hours...Not only do we strive to provide the best possible resolution at the time of the query, we also collect management-savvy info relating to the types of issues we receive, the frequency of specific inquiries, etc. (emphasis in the original)

III. POSITIONS OF THE PARTIES

19 The Employer submits that the unit applied for is not an appropriate bargaining unit for two reasons. First it says that none of the first four factors from *Island Medical Laboratories Ltd.*, BCLRB No. B308/93 (Leave for reconsideration of IRC No. C217/92 and BCLRB No. B49/93), 19 C.L.R.B.R. (2d) 161 (“*IML*”) favour the conclusion that the unit applied for is appropriate. Second, the Employer submits that the unit applied for is not appropriate because it consists of the equivalent of a single classification.

20 The Employer states that BDAs and CSAs work in the same office serving the same customer base. It submits that they work in an integrated way to drive sales and support customer enquiries. The Employer also submits that CSAs do not have a distinct community of interest. It maintains that CSAs and BDAs have similar skills and duties and, since the reorganization there has been greater integration between the two job families. According to the Employer, the “core business” of all its job families is the sales and support of its products. It submits that Laberge, who it concedes was a credible witness, testified that she and Fierros performed the same functions, phoning or emailing the same customers.

21 According to the Employer the evidence established that both CSAs and BDAs
have sales and support roles and it submits that providing necessary information is a
sales function.

22 The Employer contrasts the Burnaby Office which was designed to have
interaction between BDAs and CSAs with its other offices in Canada where that is not
the case. It maintains that this interaction is daily. According to the Employer the
evidence revealed that the job families worked together, particularly on escalated
issues. Moreover, according to the Employer, there is an overlap of duties between
BDAs and CSAs. It submits that Fierros spends 90% of her time doing what Laberge
and Léveillé do.

23 The Employer submits the fact that CSAs at the Burnaby Office perform some
duties that they would not be permitted to do in Quebec (because there such duties are
performed exclusively by unionized BDAs) is a clear indication of the difficulty that
would be associated with negotiating a collective agreement for just CSAs in British
Columbia. It asked rhetorically 'How do you bargain work jurisdiction when Skylar
Fierros is doing the same sort of thing that Claude Léveillé and Annick Laberge are
doing?'

24 The Employer pointed to four instances of BDAs and CSAs sharing duties:

- Handling complaints;
- Fierros and Laberge working together on a training program for a credit union;
- Laberge's new role of "taking duties off the hands of merchant reps; the work
that Annick Laberge does and Skylar Fierros did"; and
- Shared administrative duties such as doing mail, something now done by a
CSA but something that formerly would have been done by an administrative
staff person.

25 The Employer submits that a job family counts as a "classification" for the
purposes of the restriction on bargaining units cutting across classification lines. It terms
titles such as "Senior Customer Service Specialist" and "Customer Service Agent" as
"sub-classifications".

26 The Union disputes that "Senior Customer Service Specialist" and "Customer
Service Agent" are "sub-classifications" of a single classification; it maintains that they
are separate "classifications" for the purposes of bargaining unit appropriateness
determinations.

27 The Union also submits that all the community of interest factors that are relevant
to determining the appropriateness of a bargaining unit applied for on an initial
application for certification favour a determination that the unit it has applied for is
appropriate.

IV. ANALYSIS AND DECISION

28

The law and policy of the Code with respect to determining the appropriateness of a bargaining unit applied for on an initial application for certification is found in *IML*:

We will now summarize our conclusions regarding appropriateness.

1. There are two fundamental principles in the Code regarding the determination of appropriate bargaining units: access to collective bargaining and industrial stability. These principles are always present in any determination of appropriateness.
2. Community of interest is the test for determining an appropriate unit. An appropriate unit must have a rational and defensible boundary.
3. On an *initial* application for certification, community of interest is determined by the following factors:
 - (a) similarity in skills, interests, duties and working conditions;
 - (b) the physical and administrative structure of the employer;
 - (c) functional integration; and
 - (d) geography.

Access to collective bargaining is the most important principle in determining appropriateness on an initial application. (pp. 191-192, emphasis in the original)

29

In *IML* the Board also qualified this summary in the following passage:

...we note the following restrictions which have additionally constrained the Board's discretion in deciding what is "an appropriate unit":

3. The Board will not cut across classification lines, nor certify a single classification. An obvious exception to the single classification is of course if it happens to be the majority of bargaining-unit members at a certain geographical location, or the employees fall within the *Woodward Stores* doctrine of the traditionally difficult to organize. (pp. 183-184)

SKILLS, INTERESTS, DUTIES AND WORKING CONDITIONS

30

I find that the skills, interests, duties and working conditions of CSA job family members and BDA job family members are distinguishable.

31 The differing skill requirements are reflected in the difference in the wording of the job postings for a Customer Service Agent position and a Business Development Advisor position. The former requires that an applicant have:

- Education: College-level diploma
- Experience: 2 years' experience in customer service including one year in a call centre

32 The job posting for a Business Development Advisor position requires that an applicant have:

- Undergraduate degree in Administration (major in Marketing) or equivalent.
- 4 years of relevant experience in business development.

33 CSAs and BDAs also have different interests. Although they both have access to the same health and welfare benefits, including a pension plan, they are paid differently. Most significantly, although both can earn a bonus, the bonus that BDAs can earn represents a much larger percentage of their income (up to 25% of their base salary if group objectives are met) than the income of CSAs (who can earn only 5-6% of their base salary if personal and group objectives are met).

34 Moreover, CSAs work set hours at the Burnaby Office and have set breaks. BDAs have flexible hours. Merchant BDAs are expected to spend most of their time out of the office and they rarely attend at it. Credit Union BDAs have the option of not working at the Burnaby Office and with the exception of Fierros, they exercise that option.

35 CSAs and BDAs also have different job duties. The principal job duty of the BDAs is to promote the Employer's credit card services to its credit union 'partners' and train their employees to use them. The principal job duty of the Merchant BDAs is to market the Employer's other financial services to retail merchants. Laberge's unchallenged evidence was that Merchant BDAs are "basically sales people". In contrast, the principal job duties of Laberge and Léveillé are to provide support handling enquiries; in the case of Léveillé, from credit union tellers and, in the case of Laberge, from Credit Union BDAs and Merchant BDAs as well.

36 The evidence of Laberge was confirmed by documents produced by the Employer. Merchant BDAs are part of what the Employer terms its "Canadian Merchant and Business Sales" unit. An Employer memo announcing its new department structure stated that the role of the unit would be "the acquiring [of] business, Accord D financing, automobile and durable goods financing and business service for the pan-Canadian market". Another Employer memo detailing the restructuring that produced the Employer's current administrative structure stated that:

The Credit Union business development and Canadian partnership department wishes to inform you that the management and responsibility of the Vancouver CU Support contact centre will be transferred to the Caisse, CFE & Credit Union Support Contact Centre. The team of 3 *service agents* and a team leader will remain in Vancouver and will bridge with Montreal operations.

The Sales and Business development Division has grouped, since the fall of 2007, sales development teams with sales support activities thus making this transition natural and in line with the sales network support department's mandate and the business objectives of our division. The Vancouver support centre will maintain its close ties to the Credit Union *sales team* [the BDAs] and to the management of our Credit Union partner relationships. Marisol Scanlon, acting as team leader of the support centre and interim team leader of the *Vancouver sales team* will coordinate the transfer of responsibilities with Emilie Boisvert and the effective date is May 20th, 2008. (emphasis added)

37 I accept that how well the CSAs do their job could well have an effect on how easy it is for BDAs to succeed in their roles but I do not accept the Employer's submission that when a CSA provides information to a credit union employee or a Merchant BDA he or she is performing a "sales" function. It is only when, as the Employer did, the job duties of BDAs and CSAs are described at a very high level of generality (e.g., 'both take phone calls from credit union employees') that it can be said that BDAs and CSAs have the same job duties. In my view descriptions of job duties at this level of generality are not helpful for the purposes of deciding whether a rational and defensible line can be drawn between two groups of employees.

THE PHYSICAL AND ADMINISTRATIVE STRUCTURE OF THE EMPLOYER

38 I find the physical and administrative structure of the Employer also supports the conclusion that a rational and defensible line can be drawn between CSAs and BDAs. All but one of the BDAs (Fierros) spend little or no time at the Burnaby Office. Fierros works out of the Burnaby Office by choice. If she needs to ask a question of a CSA she must do so by e-mail so as not to have an advantage over all the other BDAs who have to contact the CSAs by e-mail since they do not work out of the Burnaby Office.

39 Scanlon, the Merchant BDAs, the Credit Union BDAs and the CSAs all report to different people.

FUNCTIONAL INTEGRATION

40 In *IML* the Board adopted a distinction that had first been drawn by Chair Munroe in an earlier decision (*Canadian Kenworth Division of Paccar of Canada Ltd.*, BCLRB No. 22/79, [1979] 2 Can LRBR 64), i.e., "the distinction between a functional relationship between departments and the functional integration between employees" (*IML*, p. 177).

...[functional integration] was first identified by Chair Munroe in *Canadian Kenworth, supra*. A distinction was made between “a functional *relationship between departments*” and “a functional *integration between employees*” (p. 68; italics in original). Any employer concerned with productivity and efficiency will, of course, try to achieve as much functional integration, coherence, or relationship as possible. In that sense these terms tend to overlap, but for the purposes of defining community of interest Chair Munroe's distinction is helpful. A functional relationship between departments is to be expected in any business and would in itself not prevent a community of interest being found in any single department. (And of course it goes without saying that it would not prevent a finding of a larger community of interest). However, the functional integration of employees in several departments – employee interchange, shared duties, etc. – would require all such departments within one unit. This functional integration – employee interchange, job duties integrated – must be on a day-to-day basis, reflecting a consistent managerial policy of functional integration, and not simply amount to holiday relief or the replacement of sick employees. There are also the integrated work processes that go beyond a functional relationship between departments. A continuous work process (e.g. assembly line), overlapping and shared duties, team processes, all require a single bargaining unit. The focus of this criterion is therefore upon how the employer has organized itself operationally. (pp. 181-182)

41

Later, in *Can-Am Produce & Trading Ltd.*, BCLRB No. B15/2001 (Leave for Reconsideration of BCLRB No. B60/2000), 66 C.L.R.B.R. (2d) 128 the Board clarified the statement that functional integration must be on a day to day basis and it explained that functional integration does not necessarily doom a proposed bargaining unit:

IML and Lifestyle [BCLRB No. B452/97 (Leave for Reconsideration of BCLRB No. B163/97), 39 C.L.R.B.R. (2d) 202] provide guidance to the community in the effort to define and apply the difficult concept of functional integration. In summary form, the principles and concepts set out in *IML and Lifestyle* are as follows:

- A functional relationship between departments is to be expected in a workplace in order that it operate in an efficient manner. This is especially true in today's workplaces. Competing in a global economy has resulted in employers and employees becoming increasingly concerned with productivity issues and better management of employees. A strong functional relationship between departments to ensure a smooth running efficient workplace is common.
- Functional integration is different than a functional relationship. It refers to employee interchange, shared duties, integrated job duties, overlapping duties, team processes and continuous work processes.

- Functional integration must reflect a consistent managerial policy. It must be regular and not simply based on relief or replacement of employees. We conclude that it need not be daily, but regular. The reference to “day-to-day” in *IML* was a phrase used to compare regular as opposed to incidental, but did not reflect a need that the functional integration be daily.
- Not all levels of functional integration will result in a determination that a bargaining unit is inappropriate.
- The Board will examine the nature, type and extent of functional integration to determine whether the proposed bargaining-unit structure will result in viable collective bargaining given the principle of the importance of access to collective bargaining. (para. 23)

42 The Employer does not submit (and I do not find) that there is an integrated work process at the Burnaby Office. Instead, it maintains that there is functional integration in this case because BDAs and CSAs have overlapping and shared duties. It submits that the “core business” of all its job families is the sales and support of its products.

43 The Employer led evidence of the sharing of only one ‘job duty’ (assuming for the time being that it is properly characterized as *one* job duty) which occurs at anything approaching the degree of ‘regularity’ required for a finding of functional integration, that is, the handling of escalated calls.

44 Scanlon was asked how often calls are ‘escalated’ to “Reps”. She replied that it happened several times daily in the fall of 2008 when there was a problem with the Employer’s supplier, Bell. She added that while at other times calls are escalated to “Reps” about twice a week, weeks can pass with no escalated calls. Labarge’s unchallenged evidence (on March 5, 2009) was that not many issues are escalated to “Reps” any more and there had been none in the previous month.

45 I find the fact that both the CSAs and the BDAs may deal with escalated issues does not amount to the sharing of the same job duty. Although two calls may concern the same issue, the calls that CSAs receive are typically from different people (tellers) than the calls that BDAs may eventually receive. The evidence was that BDAs typically take calls from managers and only rarely take calls from tellers who, if they do call a BDA, are told that they should call a CSA first. I infer that this is in part because BDAs do not have access to information that CSAs have to answer such enquiries.

46 If I am wrong in concluding that handling escalated calls does not amount to “functional integration” within the meaning of *IML*, then I find that the nature, type and extent of such functional integration would not preclude viable collective bargaining in the circumstances of this case.

47 The fact that, when a matter is escalated to a BDA, he or she may seek the assistance of a CSA to address it does not mean that the BDA and CSA are sharing a job duty. In *Gateway Casinos and Entertainment Inc.*, BCLRB No. B114/2008, 156 C.L.R.B.R. (2d) 62, the Board made clear that one employee needing the help of another to perform a job duty does not amount to functional integration:

The facts in this case reveal a strong functional relationship between the various classifications by virtue of the employer's operation. The dealers and drop teams have regular contact. Slot attendants and cashiers interact numerous times a day. Each classification needs the services of the others to perform their duties. However, these functional relationships do not amount to functional integration. (para. 76)

48 I also find the Employer's submission that the "core business" of all its job families is the sales and support of its products blurs the distinction between functional integration and a shared focus on customer service and satisfaction. The Board warned against this in *Pan Pacific Hotel*, BCLRB No. B119/2000, 59 C.L.R.B.R. (2d) 177:

...Much of the employer's argument devoted to the significance of the maintenance of the five-diamond rating and its expectation of "ownership of problems" by the employee who receives a request from a guest, we do not find to be of great significance for our purposes. We do not dispute that encouragement of a service-oriented attitude is critical to the success of any hotel, nor that the operation of this employer is focused on customer service and satisfaction. However, this type of cooperation to ensure that the guest's needs are met does not fall within the shared tasks envisioned in *IML, supra*. A need for flexibility in serving customers is not necessarily incompatible with unionization as the examples pointed to by the union prove. As other panels of the Board have observed, a common focus on customer service and satisfaction is not such as to blur the distinction between included and excluded employees: *Vanguard Steel Ltd.* [BCLRB No. B496/94]. Those types of efforts to respond to customers' needs relate more to a functional relationship between departments rather than functional integration: *Axton Manufacturing*, B.C.L.R.B. (No. B35/94). We also note that in *Delta Whistler Resort* [BCLRB No. B229/95] there was a "Power to Please" Program allowing employee initiatives and encouraging employees to work together to resolve problems – a policy which has some obvious parallels to the philosophy in this hotel of collaboration to rectify immediately any problem raised by a guest. The panel in that case considered that the examples of that program in operation exhibited more of a functional relationship between departments than shared duties. (para. 41)

GEOGRAPHY

49 Geography is the final community of interest factor the Board considers on an initial application for certification. In *IML* the Board described this factor in the following way:

Geography as a factor is also a straightforward issue. Employees who are physically separated, whether at different branches or outlets, often develop and have a separate community of interest simply because of their physical separation. Their everyday work life is only with those employees at that one location. This does not, however, justify multiple bargaining units with separate collective agreements at each location – either with the same union or different unions. In addition, where there is a consistent managerial policy of interchange of employees (not simply holiday relief) between geographical sites, then the community of interest may well be the several geographic sites taken as a whole. (p. 182)

50 Ordinarily, an employer opposing an application for a less than all-employee unit would be assisted by the fact that it had only one office in the province. In this case however I find that the geography factor provides little reason for concluding that only a larger unit would be appropriate since all but one of five BDAs do not spend a significant amount of time at the Burnaby Office.

SINGLE CLASSIFICATION

51 In *Wal-Mart Canada Corp.*, BCLRB No. B301/2005 (Leave for Reconsideration of BCLRB No. B190/2005 and certification dated September 7, 2005), 117 C.L.R.B.R. (2d) 127, the Board stated that:

...the restriction against cutting across classification lines is not an absolute rule but is, nonetheless, an important restriction on the exercise of the Board's discretion.

The first question in respect to the restriction is whether a group of employees, in fact, constitutes a single classification. In that regard, we note that jobs are usually classified based on job content and jobs are grouped according to the type and nature of work performed. Classification assigns positions to the appropriate occupational group. Job evaluation determines the relative value of the job and the evaluation results determine which groups should receive the same rates of pay. The fact employees have the same job title does not *necessarily* mean their work is the same or that they are in the same classification.

That first question requires a factual determination having regard to the actual job duties, skills, qualifications, etc., of the employees in issue and not simply to their job title or description. However, it is not an issue of whether employees are "properly" classified. (paras. 41-43, emphasis added)

52 Earlier, in *Fleetwood Sausage, A Division of Consolidated Food Brands Inc.*, BCLRB No. B104/2001 (Leave for Reconsideration of BCLRB No. B364/2000), 69 C.L.R.B.R. (2d) 104, the Board discussed the difference between a 'classification' and a 'department':

... In our view, a "classification" means something different from a department. A department reflects an employer's physical or administrative structure and refers to a distinct block or grouping of the employees in the workplace (e.g., the maintenance department, the drivers, the administrative staff, etc.). Even a relatively small department may have a distinct community of interest so as to constitute a viable entity for collective bargaining purposes. A "classification", on the other hand, refers to a narrow band of employees sharing the same wage rate, job description or some other similar factor. A classification is typically either a component of a single department or stretches across several departments. In either case, it is unlikely to meet the requirement of having a distinct "community of interest" from other employees so as to constitute a viable entity for collective bargaining.

Thus, a single classification of employees will not normally be certified as a bargaining unit. However, a department may well be an appropriate bargaining unit, depending on whether the *IML* criteria for appropriateness are met. Here, the maintenance department was found to meet the criteria. (paras. 32-33)

53 I find that the CSA job family consists of two classifications within the meaning of *IML*: "Senior Customer Service Specialists" and "Customer Service Agents". They have different titles, different rates of pay, different levels of responsibility and refund discretion and different job descriptions and expectations. Although they share some job duties, Senior Customer Service Specialists have additional job duties that Customer Service Agents do not have. When Labarge, who was formerly a Customer Service Agent, wished to become a Senior Customer Service Specialist, she had to apply for the position, send her resume and be interviewed.

V. CONCLUSION

54 For the reasons given above I find the bargaining unit applied for to be appropriate for collective bargaining. Accordingly, I dismiss the Employer's objections to the application and order the ballots cast in the representation vote be counted.

LABOUR RELATIONS BOARD

"G.J. MULLALY"

G.J. MULLALY
VICE-CHAIR