

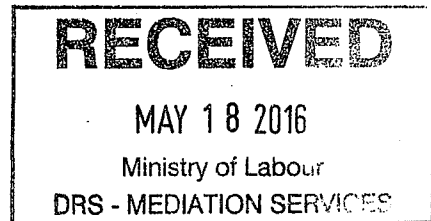
IN THE MATTER OF AN ARBITRATION brought pursuant to the Ontario *Labour Relations Act*, 1995, as amended, regarding Grievance #26391)

BETWEEN:

COCA-COLA REFRESHMENTS CANADA COMPANY (Brampton)
(the "employer")

- and -

UNIFOR, LOCAL 973
(the "union")



INTERIM ORDER

Sole Arbitrator:

Marilyn A. Nairn

Hearing held:

May 16, 2016
(Toronto, Ontario)

APPEARANCES

For the union:

David I. Bloom

For the employer:

Jonathan Maier

Rel id: 5743
File id: 853917
Folder id: 10028-XR-16

INTERIM ORDER

1. A hearing in this matter convened on May 16, 2016. The grievance challenges the employer's decision to contract out work performed by IPT drivers and gives rise to an issue of the proper interpretation of the collective agreement. The union has advised that it will assert that the collective agreement language is clear and unambiguous. The employer has advised that it intends to assert that the language of the collective agreement is ambiguous and will seek to introduce extrinsic evidence including evidence of the bargaining history between the parties. The employer has agreed to provide particulars of its position and to produce all arguably relevant documentation associated with the issues in dispute in the grievance and to do so in accordance with this order.
2. Therefore, **I hereby direct the employer** to provide to the union full written particulars of its position in response to the grievance, such particulars to be provided **by no later than Monday, May 30, 2016.**
3. **I further direct the employer** to produce to the union copies of all documentary material in the employer's possession and/or control that is arguably relevant to the issues in dispute in the grievance. That material is to be produced to the union **by no later than Monday, May 30, 2016.**
4. Similarly, in order that the parties be fully prepared for the hearing of this grievance, **I hereby direct the union** to provide to the employer full particulars and to produce to the employer any arguably relevant documentary material in its possession and/or control in response to the employer's position **by no later than Monday, June 13, 2016.**
5. This matter is scheduled to continue on a date to be set. Should any issue arise prior to that date that may interfere with the parties' ability to proceed on the scheduled date, counsel are directed to so advise such that a conference call may be convened in order to address the issue.

Dated at Toronto, Ontario this 17th day of May, 2016.



Marilyn A. Nairn, Arbitrator.