

IN THE MATTER OF an arbitration under section 50 of the *Labour Relations Act*, 1995;

BETWEEN:

Teamsters Local Union 100-M

(“Union”)

-and-

Atlantic Packaging Products Ltd.

(“Company” or “Atlantic”)

Re: Policy Grievance regarding Job Postings

Sole Arbitrator: Christine Schmidt

Appearances

For the Union: Jorge Hurtado, Counsel
Adam Veenendaal, Counsel
Greg Morley, President, Teamsters Local 100-M
Joe O’Brien, Shop Steward, Vice President, Teamsters Local 100-M

For the Employer: Amanda Hunter, Counsel
Scott Smith, Human Resources Business Partner

This hearing was held on October 5, 2020.

AWARD

Introduction

1. This award concerns a policy grievance regarding the Employer's decision to not post new positions when it introduced the EVOL machine to its plant.
2. The hearing was convened on October 5, 2020 at which time counsel presented the essential facts that informed the grievance. I proposed that the parties engage in a mediation/arbitration process pursuant to s. 50 of the *Labour Relations Act, 1995*. The parties agreed.
3. Atlantic operates a number of manufacturing plants in Ontario. At the Brampton location, where this grievance arose, the company manufactures corrugate and then converts that corrugate into boxes. The company has a number of machines that convert the corrugate into boxes. Collectively these machines are part of the Converting Department.
4. Section 3 of Article 10 of the collective agreement provides as follows:

Section 3 – Job Posting

- (a) When a permanent vacancy occurs outside of the lines of progression, the bottom job in the line of progression will be posted on the plant bulletin board for a period of five (5) days. Where skill and ability are equal, the senior applicant shall be given the position. Management will make the decision in regard to skill and ability subject to the Grievance Procedure. The company will identify the requirements for the job.
- (b) Any vacancies triggered by the filling of a job posting will be at the Company's discretion. The Company and the Union will form a Committee to review the Job Posting Process. The Company agrees to adhere to the terms of this provision of the Collective Agreement.
- (e) Lines of Progression are listed below and shall remain as such unless changed by the Company:

Corrugated Department

Knifeman
Since Facer Operator
Doublebacker Operator
Stacker Operator

Other

Dieman
Clamp Truck Operator

Converting Department

Flexo Operator
Converting Assistant

Shipping

Transportation Operator
Unitizer

For permanent positions the Single Facer will be given the first opportunity to move into the knifeman position.

Employee will be required to move up the line of progression based on his/her seniority.

Employee moving up in the line of progression will start at the starting rate of their new position or their own rate, whichever is greater.

5. In the fall of 2019, the company installed a new converting machine called the EVOL. The machine is operated by two Flexo Operators and two Converting Assistants. The company currently operates over three shifts. The introduction of the EVOL machine added 12 new positions to the bargaining unit.
6. The company filled the new positions on the EVOL machine by reassigning employees in the converting department from other machines to the EVOL machine. The grievance is about whether the company should have posted the EVOL positions instead.
7. Having reviewed the language of the collective agreement, I have determined that the grievance should be dismissed. The job posting language under the collective agreement does not apply to positions within the converting department which are to be filled using the line of progression.
8. The parties have agreed to discuss the job posting process through a joint committee. The committee is the appropriate forum for the union and the company to discuss how jobs will be filled within the converting department.

Dated at Toronto on October 5, 2020.



Christine Schmidt, Sole Arbitrator