

IN THE MATTER OF AN ARBITRATION

BETWEEN:

OPSEU LOCAL 5119

(Hereinafter referred to as the "Union")

- and -

LifeLabs LP

(Hereinafter referred to as the "Employer")

GRIEVANCE NOS. 2022-5119-0003 & 2022-5119-0004 & 2022-5119-0005 & 2022-5119-0006 & 2022-5119-0007 & 2022-5119-0008

AND IN THE MATTER OF THE INTERPRETATION AND APPLICATION OF STEP INCREASE PROVISIONS FOR COURIERS SET OUT IN SCHEDULE "A" WAGES

BEFORE

JOSEPH D. CARRIER

Appearances on behalf of the Union:

Georgina Watts
Morrison Watts

Counsel

Andrew Ruszczak
Mahmood Alawneh
Hilary Cook

OPSEU Staff Representative
Local President
Regional Grievance Officer

Appearances on behalf of the Company:

Craig Lawrence
Dentons, Canada LLP

Counsel

Nicole Craig
Matthew Sutcliffe

Labour Relations Consultant
Director, Labour Relations

DECISION

The current issue between these parties, LifeLabs LP and OPSEU Local 5119 involves the interpretation and application of the Step Increase provisions for Couriers set out in “Schedule A Wages” of their first collective agreements.

The Parties negotiated a separate agreement for each of the Employer’s three logistic hubs: the Kennedy Hub, the Ohio Hub and the Voyageur Hub.

The relevant language is identical as it appears in each of those agreements. The following is an extract from one of those agreements which is identical to that in each of the others and forms the basis for this dispute and decision.

Schedule “A” Wages

Effective January 1, 2021 – 1.75% already processed. Dispatch Coordinator retro will be processed within 30 days of ratification.

Job Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H
Courier	\$15.55	\$16.34	\$17.12	\$17.91	\$18.70	\$19.49	\$20.27	\$21.04
Dispatch Coordinator	\$16.09	\$16.91	\$17.72	\$18.54	\$19.36	\$20.18	\$20.99	\$21.78

January 1, 2022 – 2.5%, reduce from 8 Steps to 7 Steps

Job Classification	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Courier	\$16.75	\$17.55	\$18.36	\$19.17	\$19.98	\$20.78	\$21.82
Dispatch Coordinator	\$17.33	\$18.16	\$19.00	\$19.84	\$20.68	\$21.51	\$22.32

January 1, 2023 – 2%, reduce from 7 Steps to 6 Steps

Job Classification	Step A	Step B	Step C	Step D	Step E	Step F
Courier	\$17.90	\$18.73	\$19.55	\$20.38	\$21.20	\$22.25
Dispatch Coordinator	\$18.52	\$19.38	\$20.24	\$21.09	\$21.94	\$22.77

Dispatch Coordinators will be mapped to the next closest Step on the grid, without a reduction in pay, using their rate of pay as of the date of certification.

Effective January 1, 2022, an employee who is paid below the maximum job rate will automatically progress from one Step to the next in the salary range for his/her classification on completion of one (1) year in the classification every January of each year.

Employees who are at job rate will receive a lump sum payment of \$350 per year in January in each year.

Upon ratification, employees hired on or before December 31, 2021 and active at the time of payout will receive a one-time payment of \$1750 and a one-time payment of \$750 in lieu of the fleet allowance for 2021. The one-time payment of \$750 in lieu of the fleet allowance for 2021. The one-time payments will be paid within 30 days of ratification.

There is no dispute between the parties as to where the employees are slotted in the first instance, that is, the initial placement on the grid.

The dispute or issue relates to their progression on the various grids from year to year, in particular, with respect to the interpretation and application of the bolded provision set out earlier and which reads as follows:

“Effective January 1, 2022, an employee who is paid below the maximum job rate will automatically progress from one Step to the next in the salary range for his/her classification on completion of one (1) year in the classification every January of each year.”

It was the Union’s position, as presented by Counsel, Georgina Watts, that a Courier identified for instance, at “C” level by the Parties would be slotted on the three grid at the following Steps and rates:

January 1, 2021 – Step C - \$17.12
January 1, 2022 – Step D - \$19.17
January 1, 2023 – Step E - \$21.20

It was the Employer's position, as submitted by Counsel, Craig Lawrence, that the same employee would be slotted on the 3 grids at the following Steps and rates:

January 1, 2021 – Step C - \$17.12

January 1, 2022 – Step C - \$18.36

January 1, 2023 – Step C - \$19.55

I have reviewed the relevant provisions and the submissions of Counsel and have found that the clear interpretation and application of the relevant provisions reflect a somewhat different result than that submitted by either Party.

The Union's view does not take into consideration that the automatic Step progression is not operative until January 1, 2022. From that date an employee would progress one Step "on completion of one (1) year in the classification".

Accordingly, it is my view that a "C" rated Courier would not progress one Step until the completion of one year from January 1, 2022, that is, at January 1, 2023.

The Employer's position recognizes only the annual compression of the grid itself. However, it fails to take into account the specific language relating to Step progression in the subsequent paragraphs.

It is my view and I find that the bolded provision must be given meaning and applied in the determination of the appropriate Step and wage rate for each Courier.

The bolded text, as noted earlier, takes effect from January 1, 2022 and has no impact on Step progression until January 1, 2023 after an employee has completed one year in the classification. More precisely, that one year commences January 1, 2022, the effective date of the provision, and is completed January 1, 2023.

Accordingly, in the example relating to a Courier identified at Step C on the January 1, 2021 grid, the progression would be as follows:

January 1, 2021 – Step C - \$17.12

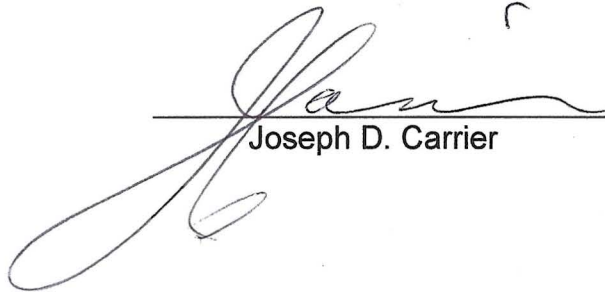
January 1, 2022 – Step C - \$18.36

January 1, 2023 – Step D - \$20.38

The foregoing comments and final example reflect my finding with respect to the proper application of the grids and Step progression provisions for Couriers.

I remain seized in the event the Parties have any difficulty in the implementation of this Award.

Dated at Toronto this 9th day of September, 2022.



Joseph D. Carrier