IN THE MATTER OF AN ARBITRATION PURSUANT TO THE *LABOUR RELATIONS ACT, 1995,* S.O. 1995, c.1, Sched. A (as amended)

BETWEEN

Maple Lodge Farms Ltd.

"Employer"

AND

United Food and Commercial Workers, Local Union 175

"Union"

(collectively, the "Parties")

AWARD

Arbitrator:	Christopher J. Foy
Counsel for the Employer:	Ian Campbell and Dina Zonoozi
Counsel for the Union:	Matthew Jagodits
Heard:	April 29, 2026
Decision:	April 29, 2026

INTRODUCTION

[1] This case concerns a number of grievances filed by the Union with respect to an alleged failure by the Employer to provide overtime pay as per Article 11.03 of the collective agreement. The grievances are identified as follows: R2-26-0003-0007; 0016-0018; 0094-95; 0129; 0131; 0173. ("**Grievances**")

[2] On February 9, 2026, I was appointed by the Director of Dispute Resolution Services of the Ministry of Labour, Immigration, Training and Skills Development to hear and determine the Grievances pursuant to the Union's request under s.49 of the *Labour Relations Act*.

DECISION

[3] The Parties met before me for a hearing on April 29, 2026. The Parties confirmed that the Grievances were properly before me and that I have jurisdiction to hear and decide these matters.

[4] The collective agreement provides in Article 11.03 that for live haul drivers "overtime shall be payable after 44 hours worked in a week."

[5] The Union alleges that the Grievors are live haul drivers who were improperly denied overtime premium pay. In each instance, the Union alleges that the live haul driver was assigned a weekend load which would have put them above 44 hours worked in that week.

[6] Under the terms of the collective agreement, live haul drivers are paid on a per-load basis, with a current rate $285.00 per load. The Union takes the position that in each instance, the live haul driver was entitled to an overtime premium equal to half of the per load rate.

[7] The Employer asserts that this language has existed in the agreement for over twenty years. Despite this, there has been a consistent past practice of paying drivers an agreed upon and all-inclusive flat rate per load. Therefore, the Union should now be estopped from relying on the live haul driver language of 11.03 for the life of the collective agreement.

[8] During the proceedings I engaged the parties in "without prejudice" mediation discussions. The Parties were able to resolve through a Minutes of Settlement all but one issue themselves: the calculation of any additional compensation owed to the Grievors.

[9] I advised that I had been sufficiently informed that I could issue an award which would bring these matters to an appropriate conclusion. The Parties consented to my doing so through a "bottom-line" decision. This award is based upon my consideration of the Parties' respective positions and the applicable language in the collective agreement.

[10] Therefore, I order that the all-inclusive flat rate per Weekend Load contemplated in paragraph 2 of the Minutes of Settlement entered into today between the parties be set at $375.00 per load.

[11] I leave it to the Parties to make the applicable calculations for each of the Grievors and I shall remain seized of any disputes with respect to the interpretation or application of this award.

Christopher J. Foy
Arbitrator

Dated this 29th day of April, 2026