

IN THE MATTER OF AN ARBITRATION

Pursuant to the *Labour Relations Act, 1995, S.O. 1995, c. 1, Sch. A*

BETWEEN:

**LAFARGE CANADA INC. COBURG
READY MIX, ONTARIO**

("Employer" or "Lafarge")

– and –

TEAMSTERS LOCAL UNION NO. 230

("Union")

(Grievances of J. Sparks and D. Hynson)

SOLE ARBITRATOR: Jasbir Parmar

On Behalf of the Employer:

Stephen Shore, Counsel, Littler LLP
Kemi Faneye, Counsel, Littler LLP
Shawn Fujioka, Labour & Employee Relations Manager
Dan Leclerc, Operations Manager
Kyle Callan, Area Manager

On Behalf of the Union:

Steven Bosnick, Counsel, Watson Jacobs Bosnick
Scott Allen, Business Agent
Jason Sparks, Grievor
Drake Hynson, Grievor

Hearing held on March 20, 2025.

DECISION

- [1] I was appointed to determine the grievances of Drake Hyson and Jason Sparks. The parties agreed to proceed under section 50 of the *Labour Relations Act*.
- [2] Lafarge operates a plant in the City of Coburg, but is also affiliated with employers who operate plants in Peterborough, Lindsay, and Belleville ("Affiliated Plants"). This decision determines grievances filed under the collective agreement between Local 230 and Lafarge for Coburg (i.e. the collective agreement with the scope clause that refers to employees "working at Coburg"), and thus provides an interpretation only of that collective agreement.
- [3] The grievances raised certain issues relating to work assignments, and in particular work assignments under Article 14.4 of the collective agreement. Article 14.4 of the collective agreement states:
- Whenever Employees are assigned to work out of another plant where the rate of pay is higher, they shall be paid the higher rate of pay commencing at the time of dispatch until the end of the assignment. If they are assigned to a plant with a lower rate of pay, they shall receive their own rate of pay.
- [4] The parties agreed that, at this stage, I should only determine this substantive issue, and remit the issue of the specific grievances back to the parties.
- [5] I met with the parties and engaged in extensive discussion about the events that took place in respect of these two grievors; the general practices in this specific work place; and the parties' respective views about the appropriate interpretation of the collective agreement. Having carefully considered the issues in dispute, I have determined the following.
- [6] Pursuant to Article 14.4 of the collective agreement, the Employer is permitted to unilaterally assign employees to work out of another plant. Where the Employer unilaterally assigns employees to work out of another plant, the following conditions apply:
- a. The assignment shall be to one of the Affiliated Plants, namely Peterborough, Lindsey, and/or Belleville;
 - b. The assignment will be made in reverse order of seniority;
 - c. Where the assignment is made at a time when the Coburg Plant is operational, the assignment shall be for no longer than fourteen days; and

d. Where the assignment is made a time where there is shortage of work impacting operations at the Coburg plant, the assignment shall be generally of a limited duration, but shall not exceed sixty days in the case of Peterborough or Lindsay, or thirty days in the case of Belleville.

- [7] The conditions noted above only apply where the employee does not consent to the assignment. Nothing in this decision limits the scope of any assignment to work out of another plant where the employee agrees to the assignment.
- [8] I also note that the above does not impact the Employer's rights under Article 12.8(5), such that where an employee is absent from a unilateral assignment as referenced above, the Employer retains the right to assess the reasons provided and determine if such reasons are satisfactory.
- [9] Implicit in my conclusion is that such unilateral assignment may require an employee to travel outside of Coburg to one of the Affiliated Plants without the Employer providing transportation. Employees may raise a concern relating to any requirement to use their personal vehicle to travel outside of Coburg. In that event, the Employer should consider the reasons provided, and, in their discretion, make alternate arrangements.
- [10] Where the Employer assigns an employee to work out of another plant as described above, the Employer is required to pay the employee for commuting time and, if required to use their own vehicle, also pay mileage costs at a rate agreed to by the parties.
- [11] For clarity, this decision does not in any way entitle the Employer to direct employees to use their own personal vehicle for Employer business, other than for paid commuting/travel for an assignment as described above.
- [12] I remain seized in respect of the two grievances.

DATED THIS 22ND DAY OF MAY, 2025.

"Jasbir Parmar"

JASBIR PARMAR, Sole Arbitrator