

IN THE MATTER OF AN ARBITRATION

BETWEEN:

HONEYWELL BUILDING SOLUTIONS

(Hereinafter called the "Company")

-and-

UNIFOR, LOCAL 636

(Hereinafter called the "Union")

UNION POLICY GRIEVANCE

(Hereinafter called the "Grievance")

ARBITRATOR: W. B. Rayner

APPEARANCES:

For the Union: Jean Walters

For the Company: Sven Poyson

Hearing held at Woodstock, the 4th day of May 2017.

AWARD

This case arises because of a difference of opinion between the parties as to the proper interpretation of Article 33, the benefits article of the collective agreement. This article resulted from an interest arbitration award of a board chaired by Mr. Ian Anderson issued on April 1, 2016. There were several preliminary matters raised before me but I need to deal with only one of them in this award. Article 33. 01 of the collective agreement which expired on March 31, 2017 states in part "Effective June 1, 2015, the

Employees covered by this Agreement shall be entitled to the same coverage for Health and Dental benefits ... as existed for Non-Bargaining Unit Employees in 2015.”

The grievance is dated June 16, 2016. The essence of the dispute before me arises from the vision care benefits. Prior to June 1, 2015 the bargaining unit employees had coverage that included \$200.00 every two years for vision ware plus an allowance for eye examinations every two years. After June 1 the coverage for vision ware was deleted but the eye examination allowance remained. The Union referred me to paragraph 77 of the award wherein the arbitrator states that that “.... Honeywell has demonstrated a need to amend the existing provision.” The reference is to Article 33.01 He then continued to state he was not prepared to give the Company the right to change the terms and conditions applicable to bargaining unit employees over the term p\of the agreement and amended the article by substituting “2015” for “2013”. The Union relies heavily on this paragraph of the award.

At this point in the proceedings I asked both sides to argue why the matter should not be returned to the interest arbitration board for its response as the matter appeared to me to be one flowing from an interpretation of the award. I note in particular paragraph 96 which states that the board “...shall remain seized for the purposes of rectification, and to deal with any disputes concerning the implementation or administration of this award.” I asked the parties why I should not conclude that jurisdiction over the dispute before me was with the earlier board and not with me. Ms. Walters could not give me a convincing argument to the contrary and since my conclusion was consistent with one of his preliminary objections Mr. Poyson agreed with me that I had no jurisdiction to

proceed. He wanted me to place on the record that my conclusion would be without prejudice to any submissions that he would want to make in subsequent proceedings.

In the absence of any argument to the contrary I advised that the parties that I was ruling that the matter should not proceed before me but should be before the earlier board. I also advised the parties that this ruling was without prejudice to any submissions that either wished to make before the earlier board and that I would reduce this conclusion in the form of an award. This is that award.

Dated at Grand Bend the 10th day of May, 2017.

A handwritten signature in black ink, appearing to read 'W. B. Rayner', is written over a horizontal line.

W. B. Rayner