

IN THE MATTER OF A MEDIATION-ARBITRATION brought pursuant to the Ontario *Labour Relations Act, 1995*, as amended, and IN THE MATTER OF a policy issue related to the processing of grievances, brought before me in respect of Article 10.03 of the collective agreement between the parties below.

BETWEEN:

**United Steelworkers
Local 2894**
(hereinafter called the “Union”)

-and-

Tenneco Canada Inc., Cambridge, Ontario Facility
(hereinafter called the “Company”)

AWARD

Sole Arbitrator:

Peter Chauvin

Mediation/Arbitration held at Cambridge, Ontario:

May 12, 2017

APPEARANCES:

For the Employer: Jamie Knight, Counsel; Gail Flaminio, Manager, Human Resources; Brendan Ryan, Human Resources Generalist.

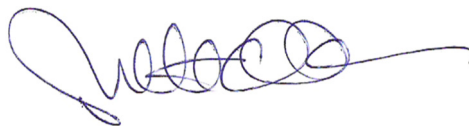
For the Union: Anita Bryan, Staff Representative; David High, President; Gary Kennedy, Chief Steward; Pat Duggan; and John Billings.

WHEREAS the Union has expressed ongoing concerns regarding the Employer’s failure to comply with the time limits in Article 10.03 for the Employer to provide its Step 3 answer: within 15 calendar days of the filing of the grievance dealing with suspension or discharge; or within 45 calendar days of the filing of the grievance dealing with any other issue;

AND WHEREAS the parties wish to attempt to resolve this concern so as to avoid further disputes between them regarding this issue, the parties agree as follows:

1. The language of Article 10.03 remains the same.
2. For the purposes of Article 10.03, and especially the final few paragraphs regarding time limits, the date of filing of a grievance shall be the date of the cover email in the form attached hereto as Appendix "A". For clarity, the date of filing shall be at Step 3 for those grievances commenced at Step 3 and at Step 2 for all other grievances.
3. Whether or not a grievance is filed with Human Resources at the outset, Human Resources will at least be copied. As shown on Appendix "A", when filing the grievance, the Union should identify the date the Company must respond in order to comply with the 15 or 45-day time limit. If the Union fails to identify the date or if the Company disagrees with the date identified, it remains the ultimate responsibility of the Company to comply with the time limits under the collective agreement.
4. Any extensions of any of the time limits in Article 10.03 must be in writing and stapled to the cover email in the form of Appendix "A". No other extensions will be recognized.
5. The Employer should give as detailed a response to the grievance as is reasonably practiced. However, if time limits do not permit such a response. It remains appropriate for the Employer to reply: "No violation of the collective agreement; grievance denied."
6. Arbitrator Chauvin remains seized with regard to the interpretation and implementation of this agreement.

Dated at Cambridge, Ontario this 12th day of May, 2017



Peter Chauvin, Arbitrator

Appendix “A”

From: [Union President]
Sent: [DATE Stamp]
To: [HR Manager *(may be copied instead when appropriate)*]
Cc: [HR Generalist AND HR Assistant]
Subject: 2nd OR 3rd step grievance #***-**; [NAME OR SUBJECT]
Attachments: [GRIEVANCE]

Please file the enclosed grievance(s) at 2nd OR 3rd step [AS APPROPRIATE] and arrange a meeting to hear these and any outstanding grievances that need to be addressed.

Please write 2nd OR 3rd step [AS APPROPRIATE] in the upper left hand corner.

Please write “Response due: [DATE]*” in the upper right hand corner”.

**The response due date is the date by which the Company must respond at Step 3 in order to comply with the time limits under Article 10.03 of the collective agreement.*

Thanks

[NAME of Union official(s) filing the grievance]