

IN THE MATTER OF AN ARBITRATION Pursuant to the Labour Relations Act, R.S. 1995

BETWEEN:

Algoma Steel Inc.

“Employer”

- and -

United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service
Workers International Union, Local 2251.

“USW” or “Union”

Harassment Investigations

CONSENT AWARD

SOLE ARBITRATOR: Kim Bernhardt

On Behalf of the Employer:

Paul Macchione, Senior Associate
Norton Rose Fulbright Canada LLP

On Behalf of the Union:

Mark Molinaro, USW LU 2251 Vice President

Hearing was held July 30, 2020 (via Zoom videoconferencing), with further submissions being provided via Zoom on August 19, 2020 and ongoing written submissions provided from August through September 2020.

1. I was appointed by the Ministry of Labour under s. 49(4) of the *Labour Relations Act* (LRA) to hear this matter on July 30, 2020. The parties agreed to a case management process to resolve the matter.
2. The parties have requested that I issue this Award on consent to resolve their outstanding issues.
3. In accordance with their agreement therefore, the following terms are directed.
4. The Letter of Agreement titled "Harassment not covered" (the "**LOA**") continues to be in place until and unless the parties bargain other language.
5. In respect of any of the 12 matters (as identified in the July 10, 2020 email of Debbie Logan to the Director of Dispute Resolution Services, Ministry of Labour) that the Union brought forward to this s 49 arbitration, which involve a union member bringing a harassment claim against a non-bargaining unit member, the parties agree that should the initial fact-finding process of a harassment complaint not yet be complete that it is to be done jointly.
6. The parties acknowledge and agree that the 12 matters the Union brought forward to this s 49 arbitration are at varying stages of the process and the parties will move forward from their current stage by continuing from that stage forward. The parties will meet to resolve the matters identified as #1, #2, #3 and #7 from the July 10, 2020 e-mail referenced in paragraph 2 by the end of October 2020, with the intent of determining the resolution of all of these 12 cases by December 1, 2020 (it is the view of the parties that these matters are close to being resolved). Prior to these meetings the parties will exchange any information necessary to identify the complaint matters (including the names of those involved, if they have not already been disclosed in the July 10, 2020 email referred to in paragraph 2) and will exchange any outstanding information that is required to discuss these situations. Any information that is exchanged is done with the understanding that it is confidential and only to be shared with those who need to know the information for the purposes of processing and resolving the complaints.

7. Moving forward the parties acknowledge and agree that it is best to address complaints under the LOA in a timely manner. Without limiting the foregoing, the Union agrees that the Employer is to be informed of a harassment issue no later than 15 days of the Union being notified of the harassment issue.
8. The parties agree that the Employer may need to conduct further investigation of matters independently of the Union to expand upon the information they receive during the joint investigation process. This includes, but is not limited to, raising allegations with any individual alleged to have engaged in harassment.
9. I remain seized of the interpretation and implementation of the order only with respect to the 12 matters the Union brought forward to this s 49 arbitration.

Issued this 15th day of September 2020 in Oakville, Ontario by



Kim S. Bernhardt, Sole Arbitrator