

IN THE MATTER OF AN ARBITRATION

BETWEEN:

Algoma Steel Inc.

(the Company)

- and -

United Steelworkers of America, Local 2251

(the Union)

AND IN THE MATTER OF General Grievance 05-558 and Contracting Out Templates Number TO5-049, 482, 489, 523, 524, 525, No Template, Scrapyard Aluminum Collector Rails and No Template, Contractor Cleaning Belt Spills

Heard Before: Daniel Harris, Sole Arbitrator

Date of Hearing: February 22 and 23, 2007

Decision Date: March 26, 2007

Appearances:

For the Company: Ross Dunsmore, and Steve Orr

For the Union: Mike Da Prat, John Shiels and others.

AWARD

This award continues the determinations of the matters raised in General Nature Grievance 05-558, which were begun in my award of February 21, 2007.

Case Management Issues

First, it was agreed that wherever an award is made of dues, Mr. Lanaway and Mr. Molinaro will attempt to calculate the quantum.

Common Arguments

The union had been putting a number of common questions to company witnesses as part of its case on special remedies. In order to provide a context for those questions it reviewed various documents and made submissions to explain its understanding of the basis upon which the company calculates internal job costing, also known as the charge-out rate. It also reviewed the Co-operative Wage Study, which is a job evaluation process that valued jobs by their skill level.

The Templates

At the last days of hearing, we proceeded out of order in our consideration of the contracting out matters raised in this grievance due to the unavailability of Mr. Lucchetti. It was agreed that we would recommence our consideration of these matters beginning with those involving Mr. Lucchetti, being Tabs 9, 14, 20 and 24 in the company's materials:

Tab 9 – T05-482	Slabcast 12 hour downday
Tab 14 – T05-489	#2BOSP #5 Vessel Repair
Tab 20 – T050-523	Slabcast downday
Tab 24 – No Template	Scrapyard Aluminum Collector Rails

T05-482 Slabcast 12 Hour Downday

As its name suggests, the slabcaster casts molten steel into slabs of varying thicknesses. The molten steel is poured into the caster from above. It descends, cools and is extruded onto a line of rollers. Manifestly, the caster operates at extremely high temperatures. Maintenance is only possible when the line is on a "downday". Some needed maintenance work is known in advance, while some is only discovered when the line is down. This template involves the downday on October 5, 2005.

The template was issued September 28, 2005. The template meeting, was held September 29, 2005, at which time a comprehensive list of the work involved was given to the union. There were some deficiencies in the information provided on the template. Mr. Lucchetti was unaware of the requirements of the collective bargaining agreement relating to what belonged on the template. From the record, the canvass was not plant-wide. It is common ground that there were insufficient employees available. My reasons relating to T05-293 at pages 7 to 8 of my February 21, 2007 Award are applicable here and I make the same order.

TO5-489 I3OSP #5 Vessel Repair

This work required repairs to a vessel, which is a giant melting pot. If one of the two vessels is not operational, a significant loss of production occurs. Here the company asserts that the repairs were an emergency. The need to repair the vessel became evident on October 4, 2005. A canvass was made for volunteers in the Primary Division – Maintenance area without success. Contractors were called in and the vessel was repaired that day. A template was then sent to the union. No template meeting was held. The union argued that this work was urgent, but did not amount to an emergency. In its view, a true emergency would be dealt with by redeploying, internal forces.

Work of an emergency nature is exempted from the contracting out process by article 1.02.11 (5.). I do not agree with the union's submission that in emergency situations the company's first obligation is to re-deploy ASI forces to perform the work. This aspect of the grievance is dismissed.

TO5-0523 Slabcast Downday

This template involves the slabcaster downday scheduled for October 13, 2005. Many of the same issues exist as in TO5-482 (supra). Seemingly, the October 5 downday was cut short and much of

that work was put over to October 13. It is clear that the documentation did not reach the appropriate union officials in a timely fashion. Further, a form of template meeting was held at which a steward, Mr. Duke, was in attendance.

However, that was not the meeting referred to in article 1.02.11 (2.). It is also clear that Mr. Lucchetti had no idea what the collective agreement required to be included in a template.

At the time in question, the company was changing over to a new email system. The union is of the view that the failure to notify its front line supervisors of the correct email address for the union and the proper process for contracting out was intentional. That is a matter for the special remedy arguments.

In this matter there was a plant wide canvass which did not produce sufficient volunteers to complete the work. As in TO5-482 (supra), it is essentially common ground that there were insufficient employees available. The same remedy applies here as in TO5-482 for the same reasons.

No Template, Scrap Yard Aluminum Collector Rails

This work involved the replacement of four rails on the scrapyard collector, which is a crane. The rails were described in the documents as the "main runway hot bars". They were described as angle irons, bolted to steel frames, and insulated to permit them to carry electricity to the crane by way shoes that run along the rails. This work was completed on the October 19-20 downday. The mechanical work contracted out on that downday has been grieved under General Nature grievance 05-592 as template TO5-509.

The difference between the parties on this matter involving these rails is that the union says that this work was electrical work and the company says that it is mechanical work. Mr. Frank Lucchetti is a planner who deals with mechanical work. It was his evidence that this work has always been performed by ironworkers. ASI electricians would, and did, assist with safety, lockouts, grounding of rails, provision of parts and installations.

An initial question arose as to whether the union ought to withdraw this matter in favour of G05-592, TO5-509. That is, was this matter subsumed by the latter grievance. It was the union's position that this matter was grieved earlier as a no-template complaint, when the work was done on October 19, 2005. The subsequent grievance was filed when the union confirmed that the downtime work was contracted out. That information was confirmed on November 28, 2005, putting the entire matter into the next 21-day cycle covered by the next grievance, G05-592. In the result, the parties went ahead and made their submissions on this matter.

A template was sent to the union on October 12, 2005 at 12:52. Technically speaking, the template should have been sent to Merle Evans, the Union Management Committee Co-Chair; instead it was sent directly to Bob Roussain. Nonetheless, Mr. Roussain responded on October 12 at 4:13 pm requesting a meeting and indicating that four specific stewards should attend, none of whom had responsibility for the Electrical Maintenance Technicians. That is not surprising, since the subject of the template was set out as "T05-509 steelmaking #5 vessel repairs October 19-20, 2005". Also, the template forwarded only spoke of #5 vessel repairs and the description of the work was: "provide work scope at our template meeting". That work scope is set out on a "Primary Maintenance Planning" sheet dated October 13, 12:34 pm. Clearly, that document was not provided to Mr. Roussain on October 12. It shows three areas of work:

- scrapyard repairs
- hot metal
- #5 vessel repairs

Accordingly, Mr. Roussain was not put on notice that this work was involved because the description of the work was not on the template as required by the collective agreement.

Mr. Lucchetti says that a template meeting was held on October 13, 2005. The union disagreed. Mr. Lucchetti's will-say statement says that a meeting was held and he was cross-examined on the statement. In his cross-examination he relied on an undated document that appears to be from the "Outlook" email program. On its face it does not appear to have gone to Mr. Roussain; although, Mr. Lucchetti testified that it would have gone to the four stewards. It is not required that I resolve here whether the meeting took place. Even

accepting that it did, and the four stewards attended, it has not been established on the balance of probabilities that any union representative other than the four stewards attended. This matter is similar to "T05-483 Downtime October 19, 2005 Install G I Heat Trace at Turret" set out in my award of February 27, 2007. The stewards were not in a position to agree or disagree with the company proposals any more than Mr. Lucchetti could agree to hire more employees, or cross trades-lines in order to get the work done. Indeed, these stewards were less likely even to be informed since the EMT steward was not there. If the meeting took place, there could have been no union agreement to the Contracting Out.

However, I am satisfied that ASI EMT's did participate in the work as set out above. I also accept Mr. Lucchetti's evidence that ironworkers generally do this work as part of a composite crew that includes electricians, as was the case here. Accordingly, the grievance is dismissed to that extent. The failure to properly fill out the template and to fulfill the obligation to consult, as mandated by the collective bargaining agreement, are matters that may be addressed when I hear the common arguments and special remedies.

The contracting out of the mechanical work to outside ironworkers is a matter that is covered by G05-592,105-509.

Settled Matters

The following matters were settled:

- No Template, T-Sills (company Materials Tab 23)
- No template, Contractor Cleaning Belt Spills
- T05-524, Wide Cold Mill Pickier downtime
- T05-049, Machine Shop Lunchroom
- T05-525, Wide Cold Mill Pickier downtime

DATED AT TORONTO this 23rd day of March 2007

Daniel Harris
Daniel Harris, Sole Arbitrator