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U.S. Steel Refuses to Discuss Its Conduct in Wrecking Stelco

Hamilton steelworkers were in Toronto on March 17 to attend the appeal of Justice Herman Wilton-Siegel's summary dismissal of "equitable subordination" as an option in U.S. Steel's (USS) bankruptcy proceedings fraud. The very small courtroom appeared overflowing with steelworkers determined to defend their rights.

During the course of the hearing, the lawyer for U.S. Steel made it very clear that the monopoly does not want to discuss its wrecking of Stelco since its purchase in 2007. USS wants its bankruptcy protection fraud under the *Companies' Creditors Arrangement Act* (CCAA) to stay very strictly within the confines of what makes the CCAA a powerful tool of monopoly right. The only issues USS wants discussed in CCAA are the sale or restructuring of Stelco under favourable terms for USS, who the creditors are, and the order of the creditors in line for the liquidated assets according to USS dictate. The USS lawyer argued any discussion of the general or particular features of what precipitated the problems at the former Stelco, who was responsible, and whether some or many of the problems were deliberate and self-inflicted to serve a USS agenda is off limits.

USS does not want the doctrine of equitable subordination introduced into the CCAA process as it would require investigation and discussion of the conduct of the parent company towards its wholly-owned subsidiary, the former Stelco. Such a discussion, if open and aboveboard, would undoubtedly reveal proof of wrongful conduct resulting in "oppression and breach of fiduciary duty" and possibly even criminal charges of conspiracy to commit fraud. At the very least, it would make the doctrine of equitable subordination an option requiring a public airing of U.S. Steel's objectionable conduct. This would also provide some space for discussion of a new pro-social direction for the steel industry and resolution of its many problems, which would greatly assist Canada's nation-building.

Gord Capern, lawyer for the United Steelworkers (USW) opened the hearing by asking the Appeal Court "for a declaration that the CCAA contains no ‘restrictions' within the meaning of s.11 of the CCAA on the court's authority to apply the doctrine of equitable subordination."

Capern said: "The Union's objections to the USS Claims can be classified as follows:

(a) an objection to the granting of security interests on the assets of USSC (the 'Security Objection');

(b) an objection to the characterization of much of USS's claim as 'debt' when it is properly characterized as equity (the 'Debt/Equity Objection');

(c) an objection grounded in USS's conduct in relation to its Canadian plants, unionized pensioners, pension plan members, and beneficiaries, which gives rise to claims of oppression and breaches of fiduciary duty (collectively, the 'Conduct Objections)."

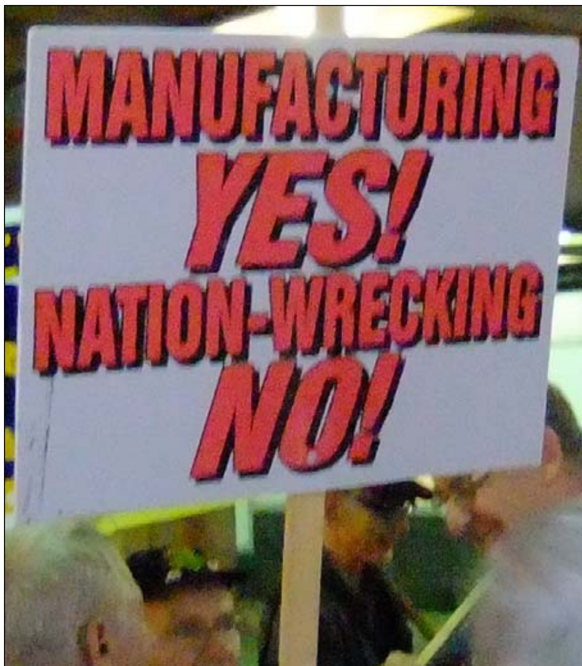
Capern said Judge Wilton-Siegel's ruling that he had no authority to address the doctrine of equitable subordination came without warning when the lawyers were only prepared to deal with procedure. One of the Appeal judges asked Capern to elaborate if "substantive arguments on the merits of equitable subordination were presented at any time before the judge." Capern and Counsel Andrew Hatnay, lawyer for Stelco salaried workers, both replied "no."

The steelworkers' lawyers told the court that Judge Wilton-Siegel ruled against equitable subordination as a procedural option without any discussion of its content or bearing on the case,

which they found inappropriate and a misjudgement. Capern said the Union is not looking for the Appeal Court to rule on the validity of the equitable subordination doctrine but only that the judge has no reason to say he lacks authority to apply it.

An Appeal judge asked what relevance the judge's ruling has to the case. Capern said given the judge's recent ruling in USS's favour regarding the debt/equity objection, the equitable subordination doctrine acquires significance as the U.S. company stands to gain almost everything if Stelco's assets are liquidated.

Capern went through the arguments contained in the union's factum on the significance of the 2009 amendments to the *Act* and Parliament's intent. In summary, he said the amendments broadened a CCAA judge's discretionary powers. He concluded by refuting USS's assertion that the union wants to open the flood gates to U.S. laws coming into Canada.



Counsel Michael Barrick for USS went straight to the issue of whether a CCAA court should discuss U.S. Steel's conduct in destroying the productive capacity of Stelco and any agenda USS may have in precipitating bankruptcy protection. He argued that including conduct objections in the claims scheduling and claims approval motion was inappropriate. Any discussion of equitable subordination would have to include U.S. Steel's conduct towards its wholly-owned subsidiary and that was inappropriate under CCAA, which is a summary process, he argued. By introducing the conduct objection the Union is trying to turn the process into something it was never intended to be. The Union wants to turn CCAA more into a straight bankruptcy procedure rather than a summary process to protect USSC from bankruptcy to the benefit of the creditors. For example, he said the objectors had already turned the debt/equity issue into a nine day long trial. By trying to interject the conduct objection into the claims process the Union is trying to slow down the process even further. That goes against the intent of the CCAA. The objective of the *Act* is to find compromise and to proceed summarily, he said. The CCAA is restricted to claims and does not concern itself with conduct. The aim is to restructure efficiently, to deal with amounts and priority of claims summarily. The CCAA is a claims process, he repeated. Introducing conduct objections is a massive broadening of the scope beyond its intent, he suggested. Parliament dealt with equitable subordination by limiting claims to secured claims, unsecured claims and equity claims. The framework of the *Act* is restricted to creditors and debtors, not inter-creditor claims and disputes. Layering on conduct objections goes far beyond what Parliament intended with the CCAA, he insisted.

Capern gave a short reply reiterating that the issue of equitable subordination came up when how to proceed with the claims was under discussion. All issues were put forward to determine whether they should be dealt with at the same time or separately. It is premature to deal with any equitable subordination remedy, he argued. Its legitimacy has not been determined within the process. This is not what the Union is seeking. It is asking "for a declaration that the CCAA contains no ‘restrictions' within the meaning of s.11 of the CCAA on the court's authority to apply the doctrine of equitable subordination."

Note

For further discussion of Wilton-Siegel's dismissal of equitable subordination see *TML Daily*, March 16, 2016

Bankruptcy Proceedings Wreak Havoc at Essar Steel Algoma

Defend Workers' Health and Safety!

President Mike Da Prat of Steelworkers Local 2251 in Sault Ste. Marie reports that workplace safety at the Algoma steel facilities is in a "state of collapse."[1] Da Prat places the blame squarely on the Essar global monopoly for refusing to abide by its contractual arrangements under the existing collective agreement and provincial law. He charges the monopoly is using bankruptcy protection under the anti-worker *Companies' Creditors Arrangement Act* (CCAA) to attack the rights of steelworkers including the right to safe working conditions. The collective agreement, provincial law and rights of all employees are under assault from abusive, autocratic and arbitrary practices under the CCAA, the judge and company.

President Da Prat reports that members of Local 2251 are awaiting proper adjudication of more than 4,700 grievances under the terms of the collective agreement and provincial law. Many of the existing grievances deal with workplace safety and others are being filed daily, as the company seeks to evade its social responsibilities. The company is using CCAA as a shield to delay any action on grievances and outstanding issues and attack the right of workers to safe and healthy working conditions and other issues.

The CCAA Justice Frank Newbould has ordered the steelworkers and salaried employees' locals at Algoma to submit a 250-word summary of each case by April 11. Only those received by that time will be considered under the CCAA and all those must be resolved by the end of August. President Da Prat says given the lack of company cooperation both deadlines are unreasonable and in contradiction with the collective agreement and provincial law.

The CCAA deadline and pressure on the union are seen as a way to have most of the present grievances and any new ones left unresolved and eventually dismissed by the CCAA judge. This is coupled with deteriorating working conditions and increasing threats to health and safety, as arrangements agreed to under provincial law and the collective agreement come under attack.

Judge Newbould made his intentions clear to attack the rights of workers in favour of monopoly right. Using his presumed autocratic and arbitrary authority under the CCAA, Newbould said he was responding to a request from Essar Steel Algoma for an expedited resolution process for outstanding grievances. He wants the deck cleared so to speak by the end of August with only a limited number of cases to continue under the collective agreement and a small number to be stayed pending the conclusion of the CCAA proceedings.

The Essar monopoly precipitated the judge's action by filing a factum in the CCAA court warning a restructuring or successful sale of the Algoma facility would not occur under the weight of so

many unresolved grievances. "It is illogical to believe that a third-party purchaser will be willing to assume 3,000 unknown and unquantifiable grievances without knowing what impact those grievances will have on the business," the company swore in its factum.

This attitude of monopoly right to declare an aim and to abuse the rights of workers to serve that declared aim is typical of the neoliberal line and resulting disequilibrium in relations of production gripping Canada today. In the arbitrary style of feudal lords, the company and CCAA judge declare that rights are expendable because the end or aim of a "successful restructuring or sale" justifies any means to reach that end including an attack on workers' rights. The judge underlined this imperialist pragmatism saying he has ordered that any claim not included on a summarized list by April 11, "shall be deemed to be withdrawn with prejudice by USW Local 2251 or USW Local 2724, as applicable, and shall be and is hereby forever barred and extinguished." Justice Newbould also declared with equal regal bluster that all decisions made pursuant to this week's order are final and binding and not subject to judicial review.

President Da Prat said Local 2251 wants to continue working through grievances under the procedure contained in the collective agreement and increase the pressure on the company to abide by the law and not violate workplace health and safety. President Da Prat remarked that his local has been through two previous periods of CCAA protection, in 1991 and 2001. In an affidavit sworn last month, he accuses the company of disregarding the collective agreement "in an unprecedented manner" since Essar most recently sought protection under CCAA last November. Da Prat claims human rights issues and occupational health and safety have become major concerns.

"This is markedly different from the company's actions during prior restructurings, when Algoma complied with the terms of the collective bargaining agreement in force at the relevant time," Da Prat says.

Both judge Newbould and James Rennie, Essar Steel Algoma's vice president of human resources, argue that the exceptional circumstances of bankruptcy protection under CCAA have changed the equation and leave no room for equilibrium in workplace relations. In the minds of both men, quick dismissal of the grievances equates with resolution detached from any change in workplace practices and upholding of the rights of workers. This serves a successful restructuring so is therefore good and proper.

Newbould calls on workers to rally around the company aim and give up their rights or else all may be lost. He says, "It would also seem to be in the interests of the grievors to have a procedure to resolve the grievances and thus assist in a positive outcome for the business on which their livelihoods depend."

Rennie accuses the workers and their union of abusing the grievance procedure by filing too many grievances. He denies any connection with the company's unsafe workplace practices while under CCAA protection. He says the company wants to work with Local 2251 "to create a safe and effective work environment for its employees" but

the outstanding grievances are an impediment to a successful restructuring or sale of the company.

The response of the company executive and judge extolling the workers to forget their rights and rally behind the aim is exactly why workers need clear rules governing workplace conditions and steps to resolve differences so that workers' rights are not abused under all circumstances. The arbitrary nature of CCAA means that working conditions will deteriorate under a dictatorship of the company and CCAA where workers' rights are not recognized and workers' defence of their rights is criminalized. This must not pass!

The judge and company executive push the line of exceptional circumstances to deny rights and overturn laws, collective agreements and equilibrium at the workplace. Rennie is directly involved at the workplace and knows exactly what the company is doing. The judge does not now and has never worked in an industrial facility where workers must fight to defend their rights under all circumstances as threats of serious injury and even death are an ever present danger and all kinds of excuses are constantly made to demand anti-worker concessions.

The judge may wonder all he wants why workers demand their rights and desire equilibrium under a rule of law and collective agreement and refuse to give up their rights under any circumstance because he is not an industrial worker and does not stand with the working class. The judge takes the side of monopoly right where imperialist pragmatism declares the end justifies the means including the denial of rights under the hoax of exceptional circumstances. He mocks the working class and revels in the arbitrary powers of the CCAA, which include the overthrow of the rule of law and any equilibrium under a collective agreement.

Workers are having none of this and demand that their rights be upheld under all conditions. President Da Prat has responded forcefully in his affidavit with a detailed condemnation of health and safety practices at the steelmaker's Sault operations. He says, "Algoma's actions immediately before and after the initial [CCAA] order have eroded the health and safety procedures established by the collective agreement, and the regime is in a state of collapse."

The illegal and destructive practice of using CCAA to attack the rights of workers must stop. The recurring use of CCAA to avoid finding a new direction for the steel industry in Canada that is viable and sustainable must stop. The use of the CCAA to attack the rights of workers and others is an affront to the dignity of all Canadians and must stop.

Down with the Anti-People CCAA and Its Nation-Wrecking and Abuse of Rights!
Public Right Yes! Monopoly Right No!
Keep Algoma Steel Producing!

Note

1. President Da Prat cites numerous recent health and safety concerns at Algoma Steel including:

- Thirteen pieces of unsafe equipment were taken out of service only after a machinist was seriously hurt by a grinder.

- Three collisions between locomotive and rail cars were not reported by the company to the

union. The workers had to report the incident themselves causing Da Prat to say, "I am highly concerned that the company is giving the appearance of a good track record by under-reporting health and safety issues."

- Essar Steel Algoma has no lock-out procedure to disable machinery used to drill into the No. 7 blast furnace to release liquid iron.

- The company is denying needed medical assessments to workers operating mobile equipment.

- Dangerous products used in the workplace are not properly labeled.

Supplemental Affidavit of Union President

(Sworn March 10, 2016)

In the matter of bankruptcy protection of Essar Steel Algoma under the Companies' Creditors Arrangement Act (CCAA)

I, MICHAEL DA PRAT, of the City of Sault Ste. Marie, in the Province of Ontario, MAKE OATH AND SAY:

1. I am the President of the United Steelworkers Local Union 2251 **("Local 2251")** and, as such, I have personal knowledge of the matter deposed in my affidavit, except where I have indicated that I have obtained facts from other sources, in which case I believe those facts to be true.

2. I have had an opportunity to review the Affidavit of David James Malcolm Rennie [Essar Steel Algoma's vice president of human resources], sworn March 9, 2016 **("Rennie Affidavit")**. This affidavit is supplemental to the affidavit I swore on February 24, 2016 **("Initial Affidavit")**, and in response to the Rennie Affidavit. Capitalized term used herein but not otherwise defined have the meaning attributed to them in Initial Affidavit.

The Rennie Affidavit

3. The Rennie Affidavit was served by the Applicants at approximately 8:00 p.m. on March 9, 2016.

4. On March 9, 2016, I travelled to Toronto from Sault Ste. Marie to be present for the hearing of the grievance procedure motion, returnable March 11, 2016, and was in Toronto when I received the Rennie Affidavit.

5. The Rennie Affidavit mischaracterizes critical information with respect to the grievances filed by Local 2251, and the current state of the health and safety system at Algoma.

6. My counsel, Mr. Brzezinski, e-mailed counsel for the Applicants to request an adjournment of the grievance procedure motion, given the need to respond to the Rennie Affidavit in a fulsome way. Unfortunately, without access to documents from the grievance database, which can only be accessed in Sue Ste. Marie, it is difficult to comprehensively address the issues raised in the Rennie Affidavit. However, counsel for the Applicants rejected Local 2251's request for an adjournment. Attached hereto and marked as **Exhibit "A"** is a copy of the e-mail correspondence among counsel with respect to the adjournment request.

7. As a result of Algoma's response to the request for a consent adjournment, I am swearing this supplemental affidavit to respond to the Rennie Affidavit to the best of my ability in the circumstances.

The Current Health and Safety Regime

8. The Rennie Affidavit states that Algoma has attempted and continues to attempt to work with Local 2251 "in order to create a safe and effective work environment for its employees." To the contrary, Algoma's actions immediately before and after the Initial Order [for bankruptcy protection under the CCAA] have eroded the health and safety procedures established by the Collective Agreement, and the regime is in a state of collapse.

9. Workplace health and safety procedures are critical to the well-being of employees, especially in an environment as inherently dangerous as steel manufacturing.

10. Article 10.02 of the Collective Agreement mandates Algoma and Local 2251 to establish a Joint Health and Safety Committee consisting of employee and management representatives. The representatives are required to work together and hold regular safety meetings to ensure that the requirements of the *Occupational Health and Safety Act* **("OSHA")** are upheld in the workplace.

11. Certified worker safety representatives from the union **("Safety Representatives")** would actively inspect the workplace for any health and safety issues. Safety Representatives inspected the workplace on a full-time basis, and did not otherwise perform other duties on the shop floor. Safety Representatives have traditionally reported to a Safety Chairman, who is a union representative, and any disagreement or disciplinary action taken against the Safety Representatives would go through the Safety Chairman. The Joint Health and Safety Committee has been productively operating in this manner since 1981.

12. In or about March 2015, the company unilaterally altered the structure of the Joint Health and Safety Committee so that the Safety Representatives would now report to newly-hired management representatives, in breach of the Collective Agreement. This breach is ongoing.

13. The fact that Safety Representatives report to management, as opposed to the Safety Chair, means that they are vulnerable and susceptible to reprisals from Algoma's supervisors and foremen. The ability of the Safety Representatives to conduct health and safety inspections without the threat of reprisals is critical to ensuring that occupational health and safety standards are upheld in the workplace.

14. Since this change has occurred, the company has not only thwarted the ability of the Safety Representatives to inspect the workplace by scheduling inspections without the involvement of the union, it has also threatened reprisals against the Safety Representatives, and taken reprisal action against two of these representatives.

15. In an e-mail dated July 2, 2015, Mr. Rennie writes to Safety Representatives mandating that they comply with the company's schedule for inspections, and threatening reprisals if they refuse: "Any employee refusing to comply with the schedule should be advised that such action will be taken as an act of insubordination or in the alternative a collective effort to refuse to work." Attached hereto and marked as Exhibit "B" is a copy of Mr. Rennie's July 2nd e-mail.

16. As a result of the company's reprisals, I had no choice but to release the Safety Representatives from their duties. They resumed their jobs on the shop floor.

17. In response to a complaint filed by Local 2251 with respect the above-mentioned health and safety issues, The Ministry of Labour made the following findings: "The company has

restructured the health and safety committee without joint agreement. The Union has released all health & safety representatives back to the workplace. The committee cannot reach consensus on a schedule of workplace inspections." The Ministry of Labour concluded that: "the employer is not providing the necessary time for workplace inspections to be carried out," and issued a corresponding order. Attached hereto and marked as Exhibit "C" is a copy of the Ministry of Labour's response, dated July 14, 2015.

18. Despite the order from the Ministry of Labour, the company has continued to unilaterally shut Local 2251 out of the health and safety regime, the effect of which has been that there are currently no Safety Representatives inspecting the workplace.

Health and Safety Grievances

19. The Joint Health, Safety and Environment Manual (**"Joint Health and Safety Manual"**), which contains the practices and procedures by which the parties are to address health and safety issues, is incorporated into the Collective Agreement by virtue of Article 10.03. Attached hereto and marked as **Exhibit "D"** is a copy of the index for the Joint Health and Safety Manual.

20. Moreover, Arbitrator Parmar, an arbitrator appointed by the Ministry of Labour to deal with a grievance issued by Local 2251, held that the Joint Health and Safety Manual forms part of the Collective Agreement. Attached hereto and marked as **Exhibit "E"** is a copy of Arbitrator Parmar's decision, dated January 17, 2011.

21. Since the Initial Order, Algoma has been placing the health and safety of the members of Local 2251 at risk by violating the terms of the Joint Health and Safety Manual at an accelerated pace. Examples of post-filing grievances relating to health and safety issues include:

a. The company does not have a lock-out procedure to disable the machinery used to drill into the no. 7 blast furnace to release liquid iron. This was brought to light after a worker was disciplined by the company for allegedly failing to follow instructions. A grievance was filed with respect to this disciplinary action. Algoma did not proceed to investigate the grievance thoroughly as an investigation would have revealed the company had failed to develop the necessary lock-out procedure, which is critical to the safety of the workers. This grievance was filed as Grievance No. 16-007 on January 6, 2016.

b. Algoma is denying workers operating mobile equipment, including mobile overhead cranes, the required medical assessments. This grievance was filed as Grievance No. 15-0850 on filed on December 31, 2015.

c. Algoma failed to identify dangerous products used in the workplace with appropriate labels. This grievance is referred to as Grievance No. 15-082 and was filed on December 22, 2015.

d. A machinist was seriously injured by a grinder. After-the-fact investigations revealed that Algoma had failed to conduct safety audits jointly, resulting in thirteen pieces of equipment being taken out of service as unsafe. This grievance was filed as Grievance No. 15-0856 on December 31, 2015.

e. Management had instructed a worker to perform his task contrary to the manner in which he was trained, and in contravention of the job safe practice and safe work procedure. This grievance was filed as Grievance No. 15-0832 on December 29, 2015.

22. The actual filings for the above-referenced grievances are not appended to this affidavit so as to protect the privacy of the grievor.

Vacation Scheduling

23. On November 24, 2015, Local 2251 and Algoma entered into a Letter of Agreement with respect to alternate shift schedules. ("Letter of Agreement"). The Letter of Agreement identifies a number of specific issues associated with the scheduling of the workers and provides a number of options for scheduling vacations. Two of these options for scheduling vacations is either by the calendar week, or from days off to days off. Another option is for employees to choose to be aligned on crews. Attached hereto and marked as Exhibit "F" is a copy of the Letter of Agreement.

24. However, Algoma has unilaterally changed the terms of the Letter of Agreement so that all vacations would be booked by calendar week only (days off to days off was no longer an option), and that vacations would be booked as a group (no longer by crew). The result is that junior individuals on different crews would get the vacation time that senior employees were properly entitled to. In other words, an employee may not take time off if the result is that a crew of workers is short of a skill set, even if that employee is entitled to vacation time based on his or her seniority.

25. The Rennie Affidavit seeks to trivialize the grievances relating to vacation scheduling. However, as employees work demanding twelve hour shifts, often involving dangerous equipment and tasks, time off in between shifts is critical to ensuring the health and safety of the workforce. The company's new rules for scheduling time off have had a negative impact on morale, and have also damaged the trust between Local 2251 and its members, as union members feel they were misled when they were asked by Local 2251 to ratify the Letter of Agreement.

26. When I raised these issues with Teresa D'Angelo, a human resources manager at Algoma, I was informed that, **in the company's view, the *CCAA* stay protected the company from any grievance that could be filed by Local 2251 to address the company's departure from the agreed upon scheduling practices.** [emphasis added - TML] Attached hereto and marked **Exhibit "G"** is Ms. D'Angelo's email, dated January 5, 2016.

Human Rights Violations

27. Historically, there have been a very small number of human rights applications filed by Local 2251. Since the Initial Order, Local 2251 has filed two applications with the Human Rights Tribunal of Ontario ("HRTO"), and one human rights grievance.

28. The first human rights application was filed on or about December 7, 2015. In this matter, the Applicant was disabled as a result of a snowmobile accident, and is permanently in a wheelchair. The Applicant was laid off on or about December 1, 2015, despite the fact that he has seniority to hold a job and there is a job that he can perform on his line of progression.

29. A second application was filed on or about January 1, 2016. The Applicant in this matter was injured on the job. He was accommodated by being moved from his 12 hour shift schedule to a day job. Management is now refusing to allow the Applicant to return to his 12 hour shift schedule and crew, despite the fact that the Applicant has court-ordered visitation rights for his child, which was based on his 12 hour schedule. In not being able to return to his job, the Applicant is missing out on visiting his child, and is also losing pay.

30. On or about February 17, 2016, a human rights grievance was filed relating to an employee that management is insisting should be subject to a functional capabilities evaluation, despite already being selected as the successful applicant for the job, and despite the fact that he does not have any medical restrictions.

31. These HRTO applications/grievance are not appended to this affidavit in order to preserve the

privacy of the worker.

32. Local 2251 attempted to reach a consensual resolution with the company with respect to the human rights applications, but to no avail. Local 2251 was left with no recourse but to file applications to the HRTO to ensure that the employees' human rights would not continue to be compromised by the company.

Clarifications to the Rennie Affidavit

33. The Rennie Affidavit contends that contracting out relates to complaints that Algoma hired an outside worker to perform the work of Local 2251 members. This is incorrect. The majority of the contracting out grievances relate to the failure of the company to pay overtime pay (up to a specified number of hours) when work is contracted out, pursuant to the Collective Agreement.

34. The Rennie Affidavit further states that it is common for Local 2251 to file numerous grievances arising from the same set of facts. However, pursuant to s. 74 of the *Labour Relations Act*, Local 2251 has a duty of fair representation to its membership as the bargaining unit. As such, when an individual employee comes to the union to file a grievance against the company, the duty of fair representation requires the union to file the grievance on behalf of the employee.

35. Finally, the Rennie Affidavit states that Algoma has an "excellent track record with respect to health and safety." As mentioned above, this is not accurate. Moreover, I have recently been advised that three incidents of collisions between locomotives and rail cars have not been reported by the company to the union. I am highly concerned that the company is giving the appearance a good track record by under-reporting health and safety issues. Attached hereto and marked as **Exhibit "H"** are copies of the three damage reports relating to these incidents.

Referral of Grievances to Arbitration

36. Since my Initial Affidavit, I have received additional correspondence from Arbitrator Bloch. Attached hereto and marked as **Exhibits "I" and "J"** are copies of letters from Arbitrator Bloch, dated February 24, 2016 and March 2, 2016.

37. As is evidenced from the correspondence, Arbitrator Bloch is adjourning hearing dates pending the end of the CCAA stay period. Local 2251 recognizes the authority of Arbitrator Bloch to deal with the Referred Grievances in this manner, pending the end of the stay.

*(To view complete affidavit including exhibits A to J click **here**.)*

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