



Standing Committee Meeting Minutes

October 13, 2016 3:00 to 4:25pm

Administration Board Room

Present: Dan Wilson, Andrew Generous, Brooke Backlund, Glen Barker, Ben Ruether, Christian Lebel, Cameron Leeson, Angelo Sia

New items and grievances:

1. Grievance 16-15, Failure to notify- Gamache pull banks.

Unifor – Notice 2016-05-0433 was to haul hog. The understanding was that he would only use his scraper to do this, but he used the excavator. There was not proper notification given for using that equipment.

CPP – There was proper notice given. Using the excavator from time to time will be necessary to perform that work. In the future, as a courtesy, we will list the equipment in the notice that he could possibly be using on that job.

Unifor – We were never told he would use his excavator to do this work. I get that you'll work on the future, but we are saying this wasn't proper notice.

2. Grievance 16-17, Brady Daniels- Unjust discipline.

Unifor – On May 2nd Brady phoned in sick. He did try to take the shift off before and wasn't allowed, and then called in sick the next day.

CPP – He called in the night before to ask for the day shift off. The supervisor said he needed to call his supervisor. He did, and said he was sick then.

Unifor – Okay. I am not sure when the Company said he was supposed to get a doctor's note. He went to the clinic and they said they wouldn't write him a note. After weeks had passed, he went to his doctor, who said it made no sense to write one now. The Company disciplined Brady for being AWOL and that is unjust. There is no doubt Brady has some very

serious health issues he was going through. He was trying to comply, but the medical system just wasn't that generous.

CPP – We had talked to him in February and we gave him a letter of expectation saying that for any absences, he was to have a note. The supervisor told him three times that he needed to get a note. Brady never got that note in. Later, the doctor didn't want to give him one, but it was his responsibility to get that note in. We were very clear on that expectation.

Unifor – He did try, but the walk in clinic wouldn't issue it. The system is flawed.

CPP – He has gone to emergency before and gotten a note from them.

Unifor – Isn't that an abuse of the medical system?

CPP – No. We need that from Brady.

3. Grievance 16-18, Failure to notify - Tac West.

Unifor – The cinder block wall was repaired and there was no notice for this. The Company tried to explain it was under the restoration project, and that is not close to acceptable.

CPP – It is past practice on concrete work to put in a yearly notice to cover work in an area. This work is encompassed by 2015-12-0877 for work in the bleach plant. Going forward, to ensure clarity, we will be putting in a blanket notice to cover this work, with as much detail as we can.

Unifor – The blanket notice is either work of a routine nature or work that is not done by the bargaining unit. The Company can't unilaterally say what is a blanket; we agree on them. We would never agree to this.

CPP – This is a piece of the project.

Unifor – This is not major restoration work.

CPP – We wouldn't say Tac West can do everything they want. The notice for yearly restoration will have detail to it.

Unifor – If someone asks me what the Company is doing in the bleach plant with columns, we say that is probably major restoration work. It makes sense, so we accept it. This does not. If you try to do this, we have to take a different position on how we approach these. No one wants to spend time living to the letter of the law.

CPP – We have been talking about notices in way more detail lately. I'm not saying we are wrong or right in doing that, but in 2015, that wasn't happening [and the notice was put in in late 2015].

Unifor – We still see contractors doing work unknown to us. We don't have enough time every week to talk about all of the details of what is being done.

CPP – We are saying that they will put together a proper list in future notices. David won't have guys saying just "concrete restoration" in a notice. They will list the items.

Unifor – If we accept that, we would have to go back and review past notices. For now, this is a failure to notify. It does not fit under that notice. We want to work together. There's cooperation happening out there. We are very reasonable, more than you know. You have to work with us a bit too. We get that people aren't perfect. We can just not cooperate at all, but I don't want to do that unless you are going to push us. Think about it and get back to us.

4. Grievance 16-20, Marty Put – Unjust discipline.

Unifor – In light of Marty's clean record, we feel this discipline is excessive. It was a mistake on Marty's part; the procedure lays it out, and Marty did admit to being aware of what the procedure was. I think he understood clearly the seriousness of the mistake. The discipline was not necessary.

CPP – It was a serious event and it could have been a lot worse. We went with the minimum with Marty and will uphold it.

5. Grievance 16-21, Derald Horutko – Attendance policy application.

Unifor – This is a grievance on the attendance management program. Derald told me that there were previous years that his attendance wasn't great, but over the last few years he has never had a better personal record. He missed 64 hours at the time he was put on the program. He said he had been working considerable overtime and he's 57 years old. He was offended by this whole meeting and feels it is very harassing and intimidating. Does the Company consider factors like age, overtime, job position, or health issues?

CPP – The meeting is to offer support. The employee needs to know that we see he is missing some days. It is a chance for the supervisor to ask the employee if they are aware that they even missed so much time. Some people say they didn't think they missed so many. In this conversation, that is where we learn there are mitigating circumstances,

and that is what the supervisor needs to hear. We will help the guy if there are some issues. The supervisor may not have all of that information otherwise and may only know that the employee calls in sick. It is not a discipline meeting. It is just a conversation, and they say that upfront. We are well within our rights to have that conversation with our employees. We have done many of these and this is the first time we've heard there's an issue.

Unifor – That is not how our members see it. They see it as a formal meeting and they are on the top list for poor attendance, with a mandated follow up meeting. It doesn't matter what you say, do you really think my version isn't the actuality of the meeting? Does it really come out as casual fact finding? No. You don't care what happens; you automatically schedule a follow up. This program is not receiving any supervisor input. This program can make sense if done properly, but right now there are things amiss. Why would all members have to prove they changed their ways in a follow up meeting?

CPP – The follow up meeting can be just to say that they did a great job and missed no times, or that there is still a pattern.

Unifor – If there is a pattern, then the follow up meeting should occur. If, in the meeting, the person says that things are under control and they are back on track, why is an automatic follow up required? Your program is not all flawed, but you are missing some parts and our members feel it is overhanded. It can be very upsetting to meet with the Company and talk about personal issues or performance issues.

CPP – This is a meeting between a supervisor and their employee. It's a simple conversation and the employee may have very good reasons.

Unifor – Which a good supervisor would already know.

CPP – That is not fair. If it is internalized, how is the supervisor supposed to know?

Unifor – Derald's supervisor was handling it honestly and practically. He said he knows Derald's attendance had improved. He felt it was a tough meeting, but he had been told to do it. The program just flags people, and as a supervisor, he must have the meeting and document it.

CPP – We have to be consistent.

Unifor – When there's no issue, or you know the reason, you don't need to harass people. This program is tough for your supervisors to administer, and it is tough for innocent employees.

6. Grievance 16-22, Failure to notify - Gamache extinguishing fire.

Unifor – Gamache was observed putting out a fire on hog pile #5.

CPP – It is a continuation of work under notice 2016-07-0515.

Unifor – When was that notice put in?

CPP – July.

Unifor – This was in September. That is unacceptable.

Dan – We had numerous cracks. We tried on site but we had to use an excavator in the end.

Unifor – At no time was I under the impression that we were fighting hog piles all summer. This notice is far too general. There is no way we understand this.

7. Grievance 16-23, Failure to notify – Gamache doing road maintenance, grooming #4 hot pile, and hauling hog with scraper on September 19th.

Unifor – We have a few things to discuss under this grievance. I was firstly told that no notice was given, and I have also heard that Joe had talked to Terry Bunz. Joe thought it was a weekly notice, but the notice was just for a day. Also, Gamache is doing more than moving hog. He was digging a trench, and I understand he was trying to move some water around. There is a lack of notice to the work that was done.

CPP – There was sufficient notice in 2016-09-0683. In addition, Gamache is well aware he shouldn't be doing road maintenance.

Unifor – He was trenching. You are saying the notice was a weekly notice to cover that work specified.

CPP – Yes.

Unifor – If that was the intention, the notice was poorly done. Trenching isn't covered in the notice.

CPP – It is part of the grooming.

Unifor – No, that is not grooming at all.

CPP – It is redirecting the water.

Unifor – No, that is water management.

8. Grievance 16-25, Mitch Matter – supervisor performing bargaining unit work.

Unifor – At this time, the mill was shut down and our operators hadn't successfully isolated causticizer. Mitch removed the manway while Allan Bishop and Justin Simms were away from the job. They staged the job and were ready to do it, but there was an evacuation. It was 4am and the alarm went off until 7am. Afterwards, somehow Mitch's guys didn't arrive quickly enough so Mitch decided that there was a serious environmental and safety issue because they didn't know where the liquor was coming from. He decided to grab our guys's tools and have a look inside the tank. I asked if it was locked out. He says that it was. The reason I asked that is because Al told me that he had asked about a lock out, and Mitch told him there was no lock out required because operations didn't have it locked out. He said there is no place to lock it out and manholes shouldn't need it. He did something which is bargaining unit work and also unsafe. There is no reason why did he could not have his guys on standby, ready to do that work once everything had cleared.

CPP – The description we have was that it was almost open already.

Unifor – Al says they never had time to do anything. Mitch said it only took a minute. The point is that our members should be doing it.

CPP – If you look at page 83 in the white pages, it says staff can on occasion do temporary work for practical and efficient mill operation, which he did. However if my understanding of the event isn't correct, we need to clarify that.

Unifor – We see that that section is intended for hazards that need to be addressed right away, and are more of an exception than the norm. Why didn't he manage it better with the resources at hand? I don't think he was working safely.

CPP – The description was that the manhole was almost off.

Unifor – Al said they hadn't put tools to it yet. The other thing Mitch said was that he had to do it really fast because he knew the alarm would come on. He wasn't thinking about the hazards.

9. Modified 10 hour major shut down break schedule proposal.

Unifor – We looked at your proposal. The bottom line is that, if we are to agree to some modified break schedule, it needs to be a win-win.

CPP – This is the same proposal with the changes we had previously discussed.

Unifor – The Company needs to entice people to work the 10 hour shift window. Last time, it was a bit of a sweetheart deal. Now we are going to negotiate something, and we can work through the details, but you have to be able to make it win-win. This isn't. We have a few requests we can discuss, like getting a meal ticket for working ten hours.

CPP – We can meet outside Standing Committee and work through it. This was only a proposal because we thought that it was a win-win. I was under the impression that it was fairly reasonable and acceptable, and now you are saying it's not.

Unifor – There's some more twists in the road than when we first talked about it.

CPP – Let's meet later to discuss this more.

Unifor – Okay. I suspect you will have a hard time agreeing to some of our terms.

10. John Rainey 8 hours carry over.

Unifor – Page 47 of the local agreement covers the Company's responsibility to notify employee of time that will expire. There was some question about whether John was notified of his time off that was to expire. The Union was never notified of his expiring time and the inability of the Company to schedule it, therefore it is wrong for the Company to say he forfeits it. The Company needs to put the eight hours back in his bank. You can designate a cut off time, and we hope it would be the six months.

CPP – We were going to grant him the request on a one-off basis. The hours must be taken before any of the new hours as per our regular Collective Agreement terms, and expire on October 31st, 6 months after the roll over date. Carry over requests need to come in before April 30th.

Unifor – Why does he have such a short amount of time to use it?

CPP – It is one day. It is reasonable to use it over the next two weeks.

Unifor – What if there are issues with manning?

CPP – His supervisor, Kevin, is okay with it and we will make it work.

Unifor – We think that is an acceptable solution. There is no language in the Collective Agreement about notifying the Union about expiring time, but I think that would be proper to do that, so we can bring it to Standing Committee. The employee can notify us too.

11. Discussion around the DATS IT module and the sign off statement of “agree and understand....”

Unifor – You have to “agree to and understand” this module, I don’t think there would be anyone that could really understand that without a legal background. In general, beyond that module, we have a problem. If the verbiage was “I read it”, that would be understandable. We ask you to revisit the sign off.

CPP – It is pretty common for businesses to have a sign off like this.

Unifor – We say it is improper.

CPP – We are not sure it is possible to change.

Unifor – I would be amazed if it wasn’t.

12. Certification for working on mill elevators.

Unifor – Going back eight or nine years, we had an MR license to work on mill elevators. It was a site specific accreditation that allowed us to do replacements and focus on certain parts of the elevator. It also listed our restrictions. As time went on, we have heard from Kone that we can’t work on elevators anymore because our licenses have expired.

CPP – I have researched this and can only speak to the new license requirements and terms. It took months to get anyone to respond to me. The intention is by January to do some training and renew licenses. We don’t have details set in stone yet.

Unifor – That is good progress. In the meantime, can you ask your supervisors to not put employees in a position where they are violating the regulations. Only a qualified person is supposed to do that work, and when supervisors send employees to do that work, it’s a bad situation for our members who don’t understand they can’t do that legally. Guys get upset because they think we can do this work, but it’s the regulation we are dealing with, not the skillset. The elevator work instructions should also be pulled until we have people trained, including the one on rescuing people in elevators.

CPP – I will have to look at that and talk to you separate from this meeting.

13. Kiln gas fitting – regulations for certification.

Unifor – We have heard quite a few stories about requirements. Do you have a copy of the regulation?

CPP – I have a copy of that section of the regulations here. It says it is acceptable to work under someone’s license unless it’s outside of the scope they are qualified to do.

Unifor – Does the person have to be a pipefitter?

CPP – I am not sure it’s that specific.

Unifor – We need to understand that a little bit more. In addition, what is the process to supervise someone? Can Colin assign the work and then tell Scott he’s replacing the kiln igniter under his ticket? I would think that if Scott is supervising the work, then the work should be assigned through Scott.

CPP – I will find out more and talk to you separate from this meeting.

14. Updated list of security/production cameras on site and their capabilities.

CPP – Here is the most recent list.

Unifor – There is only one not installed yet?

CPP – Yes, to my knowledge.

Signature on File

Ben Ruether
Union Representative

Signature on File

Brooke Backlund
Company Representative