

Standing Committee Meeting - #427

October 28, 2005

In Attendance: Jason Bourguignon, Dave Hardman, Charlie Esplen, Bruce Eby, Daryl Nelson, Ben Reuther, Brian Bush

Grievances

1. Clark Williamson Contracting Out Effluent Clarifier

Union – No attempt was made by the company to keep the work in house, even though manpower was available. The work that needed to be done could have been done by CPP employees

Company – It was Friday night when the problem was discovered, by Saturday morning the scope of the job looked rather large. The crew was already canvassed for the kiln job and that left only guys that already turned down the kiln work. The scope of the job did change, but at the initial time contracting the work was the best decision.

2. Adrie Scholten Seniority

Union – When Gord Goodwin was coming back from his WCB claim the crew he was on had an extra person. This allowed for two people to off this particular crew while all other crews could only have one person off. The other crews felt discriminated against.

Company – We thought this grievance was about not reversing the seniority move once Gord returned. We did not do that right away because we wanted to be sure Gord was going to be able to stay at work. If we reversed the seniority move it would have messed up everyone's vacation.

3. Adrie Scholten (Call in Violation)

Union – We withdraw this grievance without prejudice.

4. Adrie Scholten/Larry Simmonds (Crane Position)

Union – The training for the crane has gone through many stages, from just assigning it to individuals, to putting up a bid, to canceling the bid, to now just assigning it to Virgil. However, its not Virgil's to have, it's a promotion and ignores more senior people.

Company – It is in everyone’s interests to only have one other person trained. When the job was bid certain individuals stated they would not do certain parts of the job. We cancelled the bid to ensure we had someone to fill the position and choose the position which best suited the needs.

Union – But to not use Larry ignores his seniority. If there is an increase in wages is should go by seniority.

Company – We could use Larry, scheduling could be a bit of an issue, Larry or Keith would have to be here all the time.

Union – We now need to go back and talk to these people, we are not arguing for Larry we are arguing for seniority.

5. Adrie Scholten (OT Equalization)

Union – We would like an extension to look at this some more.

Company - Okay

6. Jim Comeau (Supervisor doing B/U Work)

Union – The supervisor stated he would not do it again, we accept that.

7. Ron Gobbi (Failure to Provide Shift Relief)

Union – Under redesign there are four jobs in Material Handling that need to be filled. It is our understanding that carded jobs will be filled regardless of running status of the mill.

Company – The mill was down for two days. The supervisor did not fill the job because there was nothing for the person to do. It’s the Supervisor’s discretion to fill the job and when we are running they usually will be filled, but since the mill was down he opted to not fill the job.

8. Doug Carey (Unjust Discipline)

Union – What was the inappropriate operation. Al was right there and told Doug to separate from Hydro so Doug did. Doug had not separated from Hydro in 10 years. Doug has also been asking for training and has been getting stonewalled. There is no SOP and a basic misunderstanding with the changes in the controls.

Company – Doug told Al that he had done it a thousand times. In fact he did it two months ago, he did it incorrectly. He was talked to at that time about how to do it correctly. When Al talked to him on the night in question, Doug told him he knew what he was doing. There have been no changes to the system on how you separate.

9. Jack Grant (OT Equalization)

Union – Job at river screens should have been given to trades that work in that area for the OT. Instead it was given to a guy from a different area.

Company – The job was not scheduled as overtime. James Kelly was borrowed from another crew to do the work on straight time. Once the job started the company was informed that the Fisheries Department wanted to do an inspection earlier. Therefore, some of the work had to be done on overtime. James was moved to this crew and had less overtime.

10. Daryl Nelson (Light Duty/Human Rights)

Union – Daryl broke his finger at work and brought in the information for light duty. He was told his shift would be changed and that he would have to go to stores. The result of this would be a financial loss and he also felt discriminated against. Daryl could not find any other examples of employees having their shift changed at a financial loss. Daryl should have been training on a job, and the excuse of not putting him on that job because he would not see it 3 to 4 years is not acceptable.

Company – Provided light duty for people is not a cookie cutter approach. All the circumstances are considered before assigning appropriate light duty for an employee. There are two extremes of what can happen and Daryl was somewhere in between, so he was not treated different.

Other Items

A. A list of Crews and Labour pool employees will be sent to union.

B. Fiala Grievance

Union – Perhaps we didn't have the facts right the first time around, but we feel Joe was in effect laid off for two hours. Will the company make up these two hours and in the future will you lay off the junior guy.

Company – There was no lay off, so the company will not pay make up time and since there was no lay off there is no junior employee to consider. The grievance was dropped at arbitration already.

C. Estoppel on separated/divorced spouses being cut off Blue Cross

Union – The union feels that it was common practice to keep ex-spouses of an employee's benefits. The company should also have given more notice before taking the ex-spouses off.

Company – We can't have a 3rd party contract us to something that is outside of our contract we have with our suppliers. It can only be considered a common practice because the company does not always know it's happening. When it was noticed it was stopped.

D. Company filling posted positions in a timely manner.

Union – There are casuals filling positions for very long lengths of time. What is the length of time before the job has to be posted. We believe it's one year.

Company – We only post positions that are permanently vacant, none of these positions are vacant. The one year rule only comes into effect once a person goes onto LTD.

E. Apprenticeship Bids Eligibility

Union – The only people that would be ineligible for 5 years would be the people that got their apprenticeship here.

Company – There is nothing in the agreement on this.

Union – We could agree to something if you agree.

F. The Trigger

Union – The union understands the trigger hit at least in one quarter so far this year. What is the company's understanding of how it will be administered.

Company – We will do some more checking on when it hits. Our understanding on the administration is that we would simply cut a check to the union.

G. The Rigging Trainer

Union – The guy doing the training is technically very good, however, he has a bad attitude and can be very insulting to employees. We should use someone else or get him to improve his attitude.

Company – We will talk to the college about him. If we have to we will get someone else.

Ben Ruether
Union Representative

Charlie Esplen
Company Representative