

Standing Committee Meeting Minutes

April 11, 2016 3:00 to 3:40pm Administration Board Room

Present: Ben Ruether, Glen Barker, Cameron Leeson, Dan Wilson, Andrew Generous, Brooke Backlund

Follow up:

1. Grievance 15-56, Norm Mazey. (Currently at step three.)

Unifor – We just wanted to clarify, did he receive training on the man lift/scissor lift?

CPP – He did not.

Unifor – Will he be scheduled for it?

CPP – He was, but he cancelled last minute. We have to schedule him again. Training may happen again in the next week or two.

Unifor – We run into a few people out there who don't have the CPP training, but have other training and they think they are good to go. It is tough, and I am not sure how we deal with that. Unless they are trained by CPP they are not qualified to operate.

CPP – It should be significantly easier with the DATS program to not have that happen.

Unifor – How do the supervisors know they shouldn't assign people to that work?

CPP – They can look it up, or see the weekly summary notices that they get from DATS. It wasn't as easy with the old system.

Unifor – Okay. They will have to be cognizant of that.

2. Grievance 16-06 – Failure to notify, AC unit in SS office.

Unifor – We accept the settlement of \$500 without prejudice or precedence.

3. Locker room asbestos issue.

Unifor – We asked how the situation would be handled as far as registry for our members. We want it noted that people have been exposed.

CPP – We think that this topic is better suited to be discussed at the Joint Occupational Health & Safety committee.

Unifor – Okay.

4. Steam plant redesign.

Unifor – We realized this is not a redesign. We are okay with leaving things as they are. We think how this is being handled is quite appropriate.

New items and grievances:

5. Vacation carryover for Put, Lockwood, and Pfeifer.

Unifor – Marty Put is coming back to work shortly. He is asking for all of his vacation to be carried over that is allowable. He is not coming back prior to May 1st so he has no chance to use his vacation. We expect his banked time, floaters, lieu time, annual vacation, and supplementals to be carried into the next year.

CPP – Past practice is to pay half of vacation out and it expires in six months.

Unifor – We expect the rest of it carried over as well. We recognize that deferred stats are paid out come May 1st though. Get back to us about carrying over banked time, floaters, lieu days, regular vacation.

CPP – We didn't have the details of the request, so we will get back to you.

Unifor – Mike Lockwood wants his time from two year, which was paid out, put back in the bank.

CPP – He asked for that to be paid out a month ago, which we granted.

Unifor – He wants it back in the bank now. He also wants his floaters from 2015 and 2016 carried over as well.

CPP – Where do you see that it says he gets floaters?

Unifor – Floaters are paid to regular full time employees. His time on WCB is counted towards his pension and years of service. We take the position he would be entitled to them.

CPP - We will look into this and get back to you.

Unifor – Karl Pfeifer wants 29 hours of his vacation to be carried over.

CPP – Karl would be able to carry those over. They should be taken before any of his new hours, and they expire after six months.

6. Request for retirement seminar.

Unifor – There was one last year. A few members are close to retirement age. If we can do one when it's convenient, that would be good. No urgency to it; we were thinking by the fall.

CPP – I have let Leona know.

7. Request for Ed Sankey's bank time expiration date to be extended.

Unifor – This was dealt with at third step.

8. Grievance 16-09, Marty Sportak - improper application of light duty program.

Unifor – If you look at the language under the light duty program in our collective agreement, we will point to item 6 under the guidelines in the blue pages. It speaks of normal hours and rate of pay maintained for someone under a light duty assignment. In addition, in the objectives (item 3), it speaks of a reasonable time. We feel Marty qualifies under both of these clauses. The expectation is that while Marty works through his condition, he receives his normal rate of pay and hours, as close as we can provide that is reasonable.

CPP – We feel this has moved to an accommodation. It is not light duty anymore. He has been reassigned from his regular job; this is not a modification of duties. It has also gone beyond a reasonable amount of time. Finally we believe this is not an injury, it is an illness. The light duty program states that we will do light duty for injury, but it doesn't say anything about illness.

Unifor – That is a good one. You may have some legs on that, but I am not sure. Our legal consult called it injury, but injury does bring to mind something physical. We will have to look into this.

9. Grievance 16-10 - Chris Fenton, destoner scaffolding sign off.

Unifor – Brad called in Ski-Hi at 4am. He didn't give notification or follow the procedure for getting that work done. Chris was the incumbent.

CPP - We have offered Chris make up time.

Unifor – The union will accept that.

10. Grievance 16-11 - Unifor 1115, failure to notify on destoner scaffolding sign off.

Unifor – This is the contracting out grievance for this last situation (grievance 16-10).

CPP – There was some confusion about call-ins around contractor scaffolds. I communicated with both the Production and Steam and Recovery departments to remind everyone on procedure on this. Maintenance has done the same. If you are calling in a contractor, you have to put a NOIC in. We tried to communicate with everyone to ensure it doesn't happen again. It is unfortunate that it did. It was an accident, not any intent to by-pass the guys.

Unifor – We will withdraw without precedence. With the company giving make-up time to the work, it takes the issue away. If it happened during day shift and you contracted out a scaffold without giving notice, then that would be a valid failure to notify. I want to be clear that we are being careful on withdrawing it and that notification is still a very important issue.

11. Grievance 16-12 - Cody Crick.

Unifor – We are going to leave the rest of the grievance procedure stages to our respective lawyers.

Signature on File	Signature on File
Ben Ruether	Brooke Backlund
Union Representative	Company Representative