

K

May 17, 2005

Standing Committee Meeting – #424
May 12, 2005

In Attendance: Keith Carter, Steve Bird, Dave Hardman, Charlie Esplen, Jason Bourguignon, John Booth, Ben Ruether, Ken Langevin

1. Oiler Posting

Union – The oiler job is recognized as a separate position in the Collective Agreement, therefore when the job becomes vacant it should be posted. Another grievance is being submitted for placing someone in the position without posting.

Company – CPP has already responded to the Oiler Grievance posting at 4th Step of the Grievance process. If the union decides to go to arbitration on the original grievance it will include any subsequent grievances filed.

2. John Booth – Unjust Discipline

Union – Has John received a discipline.

Company – Yes, he received a written warning.

Union – How come he hasn't received a copy.

Company – Jason received Lotus Note of the warning, but didn't notice that the request was being made to write the warning up. It has since been done.

Union – Reviewed all three issues surrounding the circumstances for which John was disciplined. Extenuating circumstances include, lack of training on new systems, trying to run old and new systems in parallel, assisting other employees at the same time. Also covered some of the issues John dealt with immediately and some of the procedures that John was disciplined for are not strictly enforced. On the Flakt

Damper issue the union feels he should not have been disciplined, because it was a light colouring issue on the screens which indicates incorrectly.

Company – CPP feels the discipline is justified, that mistakes that were made are not acceptable to be made by a trained CRE. As far as procedures not being strictly enforced, the company can only respond to issues that it is aware of. The Flakt Damper issue will be reviewed.

3. Steve Ingraham – Supervisor doing B/U Work

Union – A supervisor in S/R repaired a leak in an acid line, which is B/U work. The shift millwright was notified, but felt it was too dangerous to make the repair with the line leaking the way it was. Request was made to have the tank level dropped as to slow the leak to a point where it would be safe to make the repair. No one was refusing to do the job, just waiting for the tank level to be dropped so the job would be safer. Brad was asked to dropped the tank level, he refused and then went and did the job himself. An incident report was then filled out.

Company – This is not the information the company received. Brad requested the line to be fixed and people refused. This was a safety issue and he should have taken whatever steps he needed to correct the problem, which he did. Dave will follow up on the new information.

4. Mel Crain – Grievance & S&R Training/Seniority/Pay Grievance.

Union – Were wondering about our response to these grievances.

Company – Our response was the Mel Crain grievance was already dealt with at arbitration.

Union – You understand this is different grievance.

Company – Yes we understand, but this is the same issue. We don't agree with the process the union is following, but we do understand that it is a different grievance.

Union – We will be moving these grievances forward.

5. Temp Employee Status – Lime Burn

Union – What is the status of the employee that got a lime burn on his foot.

Company – He was laid off, as were all the other temporary employees. He has a claim in with the WCB. We are not aware of any decisions in terms of compensation.

6. Temporary Employees During Shutdown

Union – There were several issues of the Spark & Tank Watch not being looked after very well during the shutdown. Females being told they can go to the bathroom behind trees, people not getting breaks, and an employee being terminated without representation.

Company – Breaks did not always go well. On some days things got very disorganized and we need to do a better job next year. An employee was terminated and the right thing was not done. The employee was going to be laid off that day anyway, so we paid him to the end of the day. This incident was discussed with the Supervisor who laid off the employee.

Union – We would like to have a pre-chat with temporary employees before they start. Our message will be brief, that is they mess up they will be terminated and there isn't a lot we can do about it, so don't mess up.

Company – That should not be a problem, the union does safety talks during the training, you can do the other talk at the same time.

7. Glen Barker – Call in Violation

Union – The appropriate person was not called in for this job. Supervisor called in a person of his choice. There are no “specialists” in the E&I Department and the call-in list should be followed.

Company – At the time in question, the mill was down and we felt we needed the person with the best skills for this particular situation. We felt that this was Shane because of his involvement with the installation with the product we felt was giving us the problems. This situation is an absolute rarity.

Union – The shop proposed a solution, where you would call using the call out list, bringing in the first person, then the second person, whom the company felt was the specialist. This would cost a little more, but it would also provide an opportunity for training.

Company – We disagree with that solution. When the mill is down is not the right time to try to train. We don't see the value in bringing in two people.

8. Jack Grant – Flex Issue/Call in grievance

Union – Jack Grant and Scott were doing a job on a seized pump. The job went past 4:30 and Jack Dawson and Scott stayed over to finish the job. At 6:30 the job was complete. Early in the morning the pump had problems again and Dave Arnold was called in. The incumbents on the job should have been called in.

Company – This is a completely different set of circumstances from what we were told originally. This was brought to us as a flex issue in which two millwrights were working on the job originally. After 4:30 it was a millwright and a pipefitter (Jack Dawson). The grievance as we understand it, the union believes a millwright and a pipefitter should have been on it from the beginning. The company disagrees with that assessment. We will look into the other circumstances as presented.

9. Gord Brochu – Discipline

Union – Gord was assigned to build a scaffold with Dave Arnold. During that process Gord had difficulties working with Dave. At some point Gord went to Vic and told him he was done, meaning done working with Dave. He was not saying the scaffold was done. An operator at that point went onto the scaffold when they shouldn't have and a hand rail fell off. Gord should not have been disciplined for this, since he had indicated the scaffold was not complete.

Company – We believe that Gord was indicating to Vic that the scaffold was complete. There are some differences in the presented facts. We will check on them. As for now the discipline stands.

10. Wayne Moorehouse – B/U Work

Union – The union reviewed what it felt was bargaining unit work and what was salaried work.

Company – Company asked what is at odds, because it is not clear. Where did the list come from that was just presented and what are you asking for.

Union – Respect the lines between B/U work and non B/U work.

Company – Keith will meet with Ed and Steve to review and get back to the union.

11. Brian Bush – B/U Work

Union – Orlando coiled up a hose on the floor, when a B/U employee was standing right next to him. He could have and should have directed the employee to coil up the hose. He was doing B/U work.

Company – Anyone who sees a hose on the floor that doesn't need to be there should coil it up and get it out of the way. He was not using the hose, simply removing a tripping hazard.

12. Murl Brazeau – OT Equalization

Union – Murl was doing area coverage for Roy, but was overlooked on a call in. What would be the reason for this?

Company – We wanted to hear the union's perspective on this. The call in occurred on a Monday night on a stat holiday. This was the week that Roy was expected back from vacation, so from the company's perspective he was the person that should have been called in. However, we would take the union's perspective into consideration to work out a solution for the future.

13. Daryl Nelson – Discipline

Union – Daryl was disciplined for refusing to do plastic tests. Daryl told John Ayles that a scaffold was in the way and should be moved or modified. The next day Daryl told Inno the scaffold was in the way and unsafe, therefore he did not do the tests. Lloyd Borinsenkoff also said it was unsafe and did not do the tests. Daryl was disciplined the next day, discipline was unjust, can't discipline someone for refusing to do something unsafe.

Company – Daryl told Inno he wouldn't do the testing because of the scaffold. The scaffold was awkward, but not unsafe, and Daryl was instructed to take the tests. He didn't and was disciplined. The discipline will stand.

14. Ken Langevin – Call Time

Union – Ken agreed to come in at 7am for the duration of the shutdown. Why was he brought in at 7am.

Company – To do switching.

Union – He should be paid call time for everyday he worked at 7am and overtime for any hours he continued to do switching work into his workday.

Company – There are three reasons to get call time. None have been met in this case. The shift was changed and designated to start at 7am. This was agreed to by Ken. No call time is required to be paid.

15. Pension Bridging

Company – There was a change in the pension bridging payment system. This was supposed to be seamless with no change in money paid to the employee. That of course didn't happen. They were notified of the mistake and the problem is being corrected.

Union – If there ever are changes we would like to be notified.

Company – The company would notify the pensioners and Union if there is a change that affects them.

16. Summer Students in Line of Progression

Union – In S/R the summer students are back on straight days. We are saying now that we had an agreement that they would not be in the line of progression. This is not happening now and that is great. At the next set of negotiations this will be one of our issues. If they end up in the LOP we will withdraw from the summer student program.

Company – They are in the LOP in production now and we have done that for years. The union is free to bring it forward at the next set of negotiations. If we cannot use these employees effectively they would not be required.

17. Liquor Spill

Union – Are people that were involved getting their cars cleaned properly or insurance settlements.

Company – 5 people came forward. The West Fraser Insurance Adjuster was contacted and will contact these employees. We do not have a time frame for when that will happen.

18. Holiday Book Open/Closed

Union – April 28th the shutdown was completed. However, the holiday book wasn't opened for any days after the shutdown was over.

Company – We laid out two full weeks that were not available for time off. We would open it if it was possible to allow people off at the end of the second week, given there were no issues from the shutdown. There was some confusion between mechanical and E/I - a couple from mechanical did get Friday off. When E/I asked Friday morning, the manager said that if mill conditions (startup) allowed, we would let them have the time off. At that time, we needed all available E/I resources in the mill troubleshooting startup related issues.

19. Special Tools for Trades

Union – Dave Arnold brought in a tool from home that kept some work from being contracted out. Specialty tools that people have at home should not be a determining factor to who gets to do particular jobs at the mill. The company should buy or rent the tools so that any member can be assigned to do any job.

Company – In this case, Dave offered to bring the tool in to do the job. Logistically, it would be extremely difficult to buy or rent every sort of tool that may be required to every type of job. Also, to try and inventory what tools employees may decide to buy would be impossible.

20. Union Safety Rep on Shutdown

Union – Ken was told that he would be a safety rep during the shutdown. That he was to investigate safety concerns and check on people, anything else safety related, etc... Ken felt he was blocked by his supervisors from following up on safety issues when the areas he was looking at were uncomfortable for some people.

Company – Ken's role was the same during shutdown as it is any other time of the year and the same as other Joint Safety Committee members. That is to be available for incident investigations and other safety issues that may arise that require a Joint Committee member. If any impression was given otherwise, that would not be correct. This was not to take away from his job as an electrician. If his supervisor needed him on the job, any Safety concern he was investigating could be passed to another available Joint Committee Member.

21. Apprenticeship Commitment

Union – The Company agreed to a certain number of apprentices during negotiations, that commitment is not being honored.

Company – No agreement or commitment was made, the company simply informed the union of our plan. All plans can change as did the plan for apprenticeship numbers.

Union – If its part of negotiations then its part of the agreement and admissible as evidence.

Company – A commitment to firm manning numbers was not part of the collective agreement, discussion of intent or the memorandum.

Ben Ruether
Union Representative

Charlie Esplen
Company Representative