



# The Conciliator

**UNIFOR** Local594 | Canada

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Volume 18, Issue 5

October 2018



## Seven Day Coverage

The seven-day maintenance shift will soon be implemented in the plant and along with it many unknowns. What is known is that the Union's role was misrepresented during the rollout and presentation of the seven-day shift to the plant. Many of the membership's questions regarding the shift and its implementation were met with management responses of, "that's what the Union wanted" or "this is what was negotiated". Those types of statements are far from the truth. The ambiguity and incomplete language of the new shift were force-fed to the membership as the Company was more interested in locking us out than bargaining mutually beneficial language consistent with other shifts in our workplace.

During the last round of negotiations, the Company's package contained a proposal that would create a seven day on/seven day off Maintenance shift. The Union was not interested in any proposals that took our workplace backwards, including a shift that was commonly found in the fly-in/fly-out work camps of Northern Saskatchewan and Alberta. Over the sixteen months both sides spent bargaining a new collective agreement this proposal was not discussed in detail. Although a subcommittee was formed, they met only once, and the Company quickly abandoned the format.

Still, the Company insisted on including their flawed proposal in their offer that was presented, through the mediator, to the Union during the mediation process. The Union Bargaining Committee was then forced to address the proposal. The Union presented counter proposals with several amendments to address the original flaws with the Company's plans for the new shift pattern. For example, the Company's original proposal didn't include Storekeepers which would make it quite difficult for the other included shops to get any work done without parts. The Union also proposed to move the idea back to a sub-committee that would develop thorough language and a comprehensive implementation plan outside of bargaining. The Company rejected our proposal despite the proven track record of this path when the five-day maintenance coverage was put in place.

Currently there are many issues with the new shift that the Company forced on us during the last round of bargaining. In case you forgot, the Company was willing to lock you out before they would even discuss terms of the seven-day shift. They wanted this new shift so badly that they wouldn't even take time to properly bargain the detailed language required by bringing this new shift in alignment with other existing extended hour shifts.

One example of this is the statutory holiday pay. Every other shift worker in this plant can bank a portion of their statutory holiday pay as vacation. If you are on a 48hr shift, you work four 12 hour shifts and with 5 days off, that means an extra set of holidays every year. That seems reasonable considering you are likely stuck working Christmas day or August long weekend. That doesn't exist with the 7-day shift. There is no language even to ensure you can trade with another worker. It will be completely up to the Company.

• EXECUTIVE

**President:**

Kevin Bittman

**Recording Secretary:**

Carla McCrie

**Treasurer:**

Kaleena Baulin

**Negotiating Chairperson:**

Nathan Kraemer

**Maintenance V.P.:**

Jason Kelly

**Process V.P.:**

Avery Riche

**Administration V.P.:**

Lance Holowachuk

**PDD V.P.:**

David Limacher

**Chief Shop Steward:**

Richard Exner

**Information Officer:**

Ashlyn Heintz

**Guide:**

Brandon Mang

**Sergeant at Arms:**

Brandon Klatt

**Trustees:**

Daryl Nysten (19)

Amy Wisniewski (20)

Daryl Watch (21)

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- Building Maintenance:**  
Gary Gruell
- MRP:**  
Derek Empringham
- Pipefitters:**  
Shaun Jenkins & Karl Dahle
- Mechanics:**  
Derek Kups & Pete Thorsen
- Stores:**  
Dallas Allen & Nathan Fafard
- Electrical:**  
Les Bonkowski
- Instrumentation:**  
Jaret McCloy & Dave Mushynsky
- Inspection:**  
Keith Britton
- Fire & Safety:**  
Daryl Watch
- Lab:**  
(Vacant)
- Pumpers:**  
Ryan Dzioba
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Jon Javorik
- Welders:**  
Scott Wickland
- Scaffolders:**  
Nelson Wagman
- Construction:**  
Mike Pelzer
- Boilerhouse:**  
Matt Wason & Jason Molnar
- Insulators:**  
Luke McGeough & Brandon Mang
- PDD Office:**  
Andrew Fowlow
- PDD Loading:**  
Dylan Bailey & Justin Farrant
- Packing & Blending, Warehouse:**  
(vacant)
- Administration:**  
Tasha Davis & Randy Guillemin

## Seven Day Coverage Continued...

The main reason unions exist is to protect the worker. We have negotiated many important clauses in our contract over the long history of this union. Five-day maintenance coverage was a big one; people saw the benefit to having a three-day weekend every week to spend more time with their families and have a better overall quality of life. Seven-day maintenance is an insult to work-life balance, and it can negatively impact a person's quality of life. Longer hours and less weekends off. The protections and benefits afforded to the other maintenance shifts just don't exist for the seven-day shift because the Company refused to discuss them. There are lots of unknowns and unanswered questions for the seven-day shift, and "the Company will reserve it's right to manage" in these situations. Unfortunately, the Company doesn't seem to have the workers best interest in mind lately.

If the Company had the workers best interest in mind they would ask to meet with the Bargaining Committee and try and resolve some of these issues before implementation, but they have not. There is no stopping the seven-day shift from being implemented, but there is certainly no need to accept this subpar shift permanently. When the surveys go out the Bargaining Committee will be asking for your thoughts and suggestions to address the situation. The quality of life of our members is deeply important and so is your voice, let it be heard.

In Solidarity,  
Unifor 594 Bargaining Committee

## SFL Summer Camp

For the past four years, Unifor Local 594 has sponsored two young people, between the ages of 13 and 17, to attend the SFL Summer Camp at Camp Easter Seal in Manitou Lake. The summer camp aims to guarantee a fun and safe environment where campers experience active learning based on cooperation, equality and social justice. We encourage our members with eligible children to forward their names for the 2019 summer. This great program has received very positive feedback, including one from Jordan Feicht;

"SFL Summer Camp 2017 was my very first year of camp, and I had a blast! I was very nervous to go because it was my first year, and I didn't know anyone there or what to expect but I met so many new people and made so many new friends! There are so many great staff and volunteers involved. As well as many sessions where we all learned so many great skills. Not to mention the amazingly good food we got every day. From games in the morning, to fun sessions and swimming in the pool/beach as well as making friends along the way the entire week was one of the best experiences and highlights of my summer! I would definitely recommend. The staff and kids at camp are so supportive, and no one feels left out or that they don't fit in. Anyone that goes to camp is very accepting of everyone else there. You will have such an amazing time, don't miss out on this phenomenal experience!"

Jordan Feicht  
Daughter of Rick McBain

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## Who is on Our Team?

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The FCL brass is at it again. Notice has been served to our friends in Management AGAIN. First the overtime changed from 2X to 1.5X, okay that sucks a little, then the 8.5% savings plan is gone with short notice, okay that really hurts. But now the DB pension plan conversion to a DC pension plan? Now you've just changed the way dedicated employees have planned out their life!! You might be thinking, ah you're over reacting it can't be that bad. Well, maybe if your eligible for retirement when the DB pension plan is scheduled for termination.

For the rest of us who aren't eligible for retirement should the pension plan change I'm going to tell you the obvious "We are getting F\*&#ed". The current notice to management has them losing their bridge benefit, the possibility for early unreduced retirement (age 55), the opportunity to retire at their highest earnings potential under a DB plan, and also for a proper inflation protected pension.

Lets look at a commuted value example for a CCRL worker aged 40 with 15 years of service at Jan 1st/2020. Lets assume the worker has an average earnings of \$112,000 over the last 3 years. The annual pension benefit would be:  
 $2\% \times 112,000 \times 15 \text{ years of service} - 1.5\% \times 15 \times (14,000 \text{ CPP max estimate}) = 33,600 - 3150 = \$30,450$  annual pension benefit or \$2537.50 monthly pension benefit payable at normal retirement date. To commute this value I'll assume the average mortality of a male of 87 years of age and an interest rate of 1.85% (The average of the current interest rates prescribed by the Canadian Institute of Actuaries for Computation of Commuted Values). You would need \$546,250 at aged 65 to provide the monthly benefit of \$2537.50. So this worker has 25 years to save this amount and if we use 3.1% for the first 10 years and 3.2% for the remaining years the calculation gives us a commuted value of \$251,000 roughly.

The worker in this example is pretty close to the average worker in our plant. I'm going to assume that most of us don't want to spend any more of our valuable time working for a company that doesn't want to value us fairly. The DB plan has an early retirement benefit and I for one plan on using it. So if we use the retirement age of 55 instead of 65 lets see what the commuted value would be. You would need \$730,438 at aged 55 to provide you with the same monthly benefit of \$2537.50 to last until expected mortality age of 87. The same worker has 15 years to save this amount and using the same formula the commuted value is \$459,750.

The estimate of both commuted values in the examples above are likely on the low side because it's a simple estimate and doesn't take into consideration our joint survivor annuity with 30% continuation and the guarantee of our pension to be paid for 5 years. It does however illustrate the value of our Bridge Benefit coupled with the provision to retire at 55 years of age with 30 years of service. Terminating the DB plan and commuting the pension values as FCL unethically would like to do, the average worker is short **\$208,750**. It's even more devastating for workers who are closer to their planned retirement date. For example, a worker with an average earnings similar to a Master Operator with 34 years of service and being aged 54 come Jan 1st 2020 the difference in commuted values are staggering. A worker would need \$1,304,600 at aged 65 to provide a monthly pension benefit of \$6060 / month to last 22 years with an interest rate of 1.85%. The commuted value estimate in this scenario is **\$931,500** because the worker has 11 more years until retirement at aged 65. If the worker had planned on retiring at aged 55 as they had been promised their ENTIRE career, the worker would need \$1,807,875 to provide for the similar pension and bridge benefit. The commuted value in this scenario is **\$1,753,500** because there is only 1 year to save before retirement. The difference in commuted value is a painful **\$822,000**.

When I think about **OurTeam** here at CRC, I wonder how we will react to these changes being pushed on us from the outside. Our team has to have common goals and values. Our team consists of people who want the best for the CRC. Our team consists of people who want the best wages and benefits for both In-scope and management working inside CRC. We have common goals to improve our *workplace safety, sustainability*, profitability and also our own *quality of life*. From the RLT to the shop floor to the accounting desks, at the end of the day we are all **HUMAN**. So if we are going to have values and be on one team together then we should start acting like it. What can we do to maintain our common goal of keeping our *quality of life* as a team? Well, if you're not affected by recent Overtime, Savings Plan and now Pension changes show some compassion and support for those team members who are. When it comes time to take a stand for *our quality of life* be ready! If you are affected by these changes express your distaste to those inflicting it, talk with your coworkers on how to stand up to it, ask yourselves why would **OurTeam** try to make such painful changes in the first place? If you are working on plans to further reduce the *quality of life* for members of **OurTeam** think hard about why you would want to do that? After all **OurTeam** wouldn't do that to each other.

In Solidarity,

Andrew Knutson, Section 1A

## Know Your CBA: Union Representation

The right to Union Representation in any meeting with a Supervisor or Manager is paramount in a unionized workplace, as well as strongly recommended by your Local Executive. Your collective agreement outlines the memberships right to representation and the Company's recognition of that right in two different articles listed below:

### ARTICLE 2 – RECOGNITION

1. *The Co-operative agrees to recognize the Union as the sole collective bargaining agency for the employees covered by this Agreement and hereby consents and agrees to negotiate with the Union only, or its designated representatives, any and all matters affecting the relationship between the Co-operative and its employees. The Co-operative also agrees that the Union may have the assistance of a representative of Unifor Canada in any negotiations or discussions between the parties of this Agreement.*

### ARTICLE 14 – GRIEVANCE PROCEDURE

9. *The Co-operative agrees that an employee shall have the right to have his or her Shop Steward present at any discussion with a supervisor or manager, which might be the basis of disciplinary action. Where a supervisor or manager intends to interview an employee for disciplinary purposes, the supervisor or manager shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his or her Shop Steward. The right to a Shop Steward shall also apply to Letters of Concern.*

Simply put, **if a union member wants a rep present for any conversation with a management employee they have that right.** This would include performance appraisal reviews, attendance management meetings, disciplinary meetings, alcohol & substance investigations, safety incident investigations, etc. The Union's role is not to escalate the situation, but to ensure members are treated fairly and consistently within the CBA or Company policy. In most instances the Union Rep's only role is to take notes. We have also been told that the attendance of a Union Rep provides a calming presence, especially when there is the potential for conflict between the Supervisor and member.

In any event, it is highly recommended to invite a Shop Steward with you to any meetings as it can significantly help your interests if a grievance is necessary, or avoid one all together!

## Last Laugh

Savage Chickens

by Doug Savage



## Pre-Bargaining Update

The pre-bargaining membership survey was e-mailed out on September 30, 2018. Members should check their inboxes (ie: junk), e-mail: [info@unifor594.com](mailto:info@unifor594.com) if you have not received the survey.

The online survey will be open from **October 1st** until **October 31st**. Unlike previous years there will not be a paper version distributed in the workplace.

The Bargaining Committee will also be hosting three Town Hall Engagement Sessions at the Union Hall on **October 9th, 10th and 11th** from **5pm-8pm**. All members are invited to these three informal sessions to meet with the Bargaining Committee and other Executive members to discuss any questions or concerns you may have around bargaining and a potential lockout.