



The Conciliator

UNIFOR Local594 | Canada

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Same Old Song and Dance

It is nearing that time of year again. Some people call it shutdown or turnaround, but because of recent events it is more accurate to refer to it as “The Season of Disrespect”.

As workers and members of this proud local, we are protected not only by the Canadian Constitution, Human Rights Laws, and OH&S legislation but also our CBA. And no, despite what has transpired at our workplace, CBA does not stand for “Continually Broken Arrangement”. Our CBA, or Collective Bargaining Agreement, is a mutually established document that, once ratified and signed, becomes law for the duration of its term.

That is a key distinction that has apparently evaded even the most educated individuals of our organization. The CBA, and Letters of Understanding (LOU), are not open to interpretation or negotiation outside of the bargaining table unless MUTALLY agreed upon. Changes to business practices and how the Refinery is operated are well within the Management Rights clause in Article 2 of the CBA. What the Company fails to understand at times is that, yes they have the right to manage their business and we as the union don’t dispute that fact, but they must adhere and abide by all aspects of the agreement. Anything outside of that is a sign of direct disrespect to you, the employee.

*“Those who cannot remember the past are condemned to repeat it.”
- George Santayana*

Last issue we published LOU #61 in its entirety in an effort to bring awareness to a significant point of contention with the Company. Simplified, this letter states that all permanent in-scope employees must be given the opportunity to participate in maintenance activities during high workload situations before that same opportunity is given to the construction section and contractors.

When discussing any article or letter of our agreement you must also take in to consideration the intent for which it was bargained, and how it has been applied or past practice. The union has made the concession that outside of turnaround it is not practical to ask every permanent in-scope employee when there is a high work load in the maintenance department. Instead that overtime opportunities in the maintenance department would be open only to all maintenance employees before the construction section was utilized.

Turnaround was a different ball of wax. From long before the time LOU #61 was first ratified in 1988, members from all departments were brought in to assist maintenance during turnarounds. The Lab, Process and PDD departments routinely allowed employees to work with Stores, Fire and Safety, Welders, and Equipment Mechanics amongst others.

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• EXECUTIVE

President:

Kevin Bittman

Recording Secretary:

Carla McCrie

Treasurer:

Kaleena Baulin

Negotiating Chairperson:

Dan Josephson

Maintenance V.P.:

Abe Mejia

Process V.P.:

George Brailean

Administration V.P.:

Angela Smart

PDD V.P.:

(vacant)

Chief Shop Steward:

Richard Exner

Information Officer:

Abe Mejia

Guide:

Vivian Molnar

Sergeant at Arms:

Brandon Klatt

Trustees:

Daryl Watch (15)

Daryl Schwartz (16)

Amy Wisniewski (17)

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• SHOP STEWARDS

Section IA:

Nathan Kraemer

Section IB:

Charles Brittner

Section II:

Billy Hamilton

Section III:

Curtis Baht

Section IV:

Travis Parker

Section V:

Chad Thompson

Scott Girard

Building Maintenance:

Garth Wendel

MRP:

Rob Jenkins

Ryan Fox

Pipefitters:

Wayne Globisch

Mechanics:

Derek Kups

Stores:

Brenda Curtis

Electrical:

Les Bonkowski

Jason Kelly

Instrumentation:

Jaret McCloy

Inspection:

Keith Britton

Fire & Safety:

Daryl Watch

Administration:

Charlene Rae

Lab:

Mike Fink

Ray Strueby

Pumpers:

Ryan Dzioba

Decokers:

Jon Javorik

Welders:

Jim Milton

Scaffolders:

Nelson Wagman

Construction:

Mike Pelzer

Boilerhouse:

Ricky Nygaard

Insulators:

Kris Atkinson

PDD Office:

Donny Stillborn

Suzanna Carpenter

PDD Loading:

Dean Warnke

Here We Go Again, continued...

It was a fantastic opportunity for other departments to gain valuable experience and knowledge about the refinery complex and the equipment, as well as provide extra needed manpower. Most importantly, because the Company utilizes a high volume of Contractors and Construction Section employees during turnaround it did not contravene the language and intent of LOU #61.

It was not always smooth sailing. There have been two instances during my time at the Co-op when the Company has chosen to ignore the intent of LOU #61. First was during the FCCU #1 Revamp in 2008, in which our Equipment Mechanics were not given the same opportunities as a Contractor. The second instance was just last year, when the Tank Car Loaders were excluded from participating in turnaround maintenance activities. In both cases the Local Union Executive's arguments were dismissed by the Company without validity. On their own, the membership recognized this wrong and took it upon itself to forego voluntary overtime work in a show of support for the affected brothers and sisters. This act of spontaneous solidarity was enough to make the Company reconsider their position and abide by the CBA as they are legally obligated to.

I fear we may be headed down this same road again. The Union Executive has tried to be proactive and resolve this issue heading in to this turnaround before it became a contentious issue. After several discussions and correspondence with the Company they have made it clear that they don't feel "they are contractually obligated to provide overtime to work groups outside of the Maintenance Department during Turnarounds". This stance on their part is disrespectful to our CBA, past practice and to the membership as a willing and competent workforce.

The start of Turnaround is only days away, and it appears the Company's position will unfortunately remain unchanged. We will have no choice but to file a grievance as this is the union's only option in these matters. The trouble with the grievance procedure currently is that it is taking far too long to get to the resolution stage, and a grievance on this issue wouldn't be resolved before Turnaround concludes. But it is important to remember if the grievance is successful any compensation awarded through the arbitration process would be back paid to the start of Turnaround. I encourage all members from all departments to voice their concerns with their managers and/or supervisors, and inform them that this membership does not accept attacks on our COLLECTIVELY bargained rights.

In the past, the Company only seemed to listen to the concerns of its employees when it started to affect the bottom line. This time around the Company is holding the threat of legal action over the head of the Union if members choose to forego voluntary overtime during the 2015 Turnaround. To recap, as employees of CCRL you are to come to work when the Company directs you to, unless they feel you are too fatigued, at which point they will limit your hours. The Company will continue to violate the CBA and if the membership chooses to show any sign of solidarity out of frustration and displeasure, the Company will take you to court. The Union Executive will file a grievance on behalf of all members of Unifor 594 as this is our only recourse, and will see this process to its conclusion.

But don't forget what they say, we are a team.
In Solidarity, Richard Exner, Chief Shop Steward

Staying Connected

Website. www.unifor594.com *new website has launched*

Email. info@unifor594.com

Twitter. @Unifor594

Facebook. Unifor Fiveninefour

General Meetings. Fourth Tuesday of every month at the Union Hall.

There is Only Five-Nine-Four

I am going to take a run at the this Process vs Maintenance issue once and for all. I am tired of hearing about the ridiculous notion floating around in the Plant that Process somehow deserves more 'compensation' than our Union brothers & sisters in the Maintenance Department.

First some history. Past and present Union Executives have bargained very hard, and successfully, to attain industry parity. We will not apologize for bargaining well. Extremely good cases have been made over the years for the wage adjustments for both the Maintenance AND Process Departments. These cases were accepted and agreed to by the Company and the wage adjustments were made.

When you take in to account wage and total benefits, the fact is that both the Process and Maintenance Departments are getting paid on par with our industry counterparts.

I strongly urge that we all be aware of this subtle and divisive tactic of pitting one department against another. This applies not only to departments but the shops too. It is more than obvious who stands to benefit from inciting division within the Union so when these issues arise, challenge and expose them.

And a word of advice, always consider the source. Together we stand, divided we fall.

Let's look out for one another out there!

In Solidarity, George Brailean. Process VP

Last Laugh



**“That’s our mission statement?
I was expecting something more.”**

Hands Off My Work

If we turn back time, say 25 plus years ago, one of the first items discussed when I was hired as a permanent full time employee was shutdown. I was told by human resources that it was expected of me, to work all the shutdown hours and I would be placed where I was needed when I was taken off shift for maintenance. I worked as a welder's helper and later as a pipe fitter helper. Many of the older members of our union would have the same story. From Process I moved to the maintenance department in the Insulator shop. Every shutdown in the insulator shop I had helpers from various parts of the refinery; Decokers, Lab, and PDD.

During non-shutdown times as an insulator I was helped by the mechanics, decokers, and the MRP when our workload was deemed an emergency especially, in the winter. One winter an entire unit was frozen, literally. All shops were contacted to assist insulators, pipe shop and process in thawing out the frozen lines, deinsulating/repair steam tracers/reinsulate bare lines. We were literally hours away from putting the entire refinery into circulation that year. Once again our members stepped up to help the company in addressing a desperate situation, as we always do when the company asks for our help. Many members giving up Christmas holidays to aid the company for the same goal, keep the refinery running safely and as efficiently as possible.

Our company has now fallen out of favor with their most important asset, their work force. We have for many years and despite countless roadblocks have come to the aid/rescue to work together to solve the crisis of the moment. The mismanagement and poor supervision of the many contractors now being brought in to do work (some I think should be ours) is unbelievable and extremely disappointing.

How on earth did we shut down the entire refinery 25 plus years ago? Sections I/II/III, pumps and usually a week in the boiler house to tear apart, inspect, repair and then reassemble all that was down, with our management personal assisting in different roles to lead unionized employees, 200 construction section laborers, and a few specialized contractors. Usually on time, year after year. If we cannot maintain our refinery and perform shutdowns with our current level of staffing, perhaps we need a few more employees on both sides of the fence.

This year we have parts of Section III going down and Section IV. In my mind that would be half of what used to be down, yet our company has contracted out an entire section. Our F&S inspectors were told last year that breathing air would be supplied by a contractor, for the contractors. This was a first last year, now this is the normal as Target is supplying breathing air again for the contractors. **THIS WAS OUR JOB 100% PREVIOUSLY.** This year they are also bringing in "Gas Testers" from Target to assist F&S, my guess is next year this will also be the norm. I personally want my brothers and sisters to assist in my shop during shutdown, not a contractor. We do have 6 process operators assisting us daily, but that is it.

It seems that our company forgot how to staff, utilize manpower from both union and management sides to work shutdowns. The company now relies on contractors to solve problems, instead of asking for our help. I am very concerned with the amount of contractors coming into **MY REFINERY.** I was told a long time ago by a well-respected Supervisor that this was my Refinery, I should take ownership, for the first two decades that is the exact idea that I embraced. It is getting more difficult to embrace that idea, as the company wants to contract out more work. Give their interpretation to letters of agreement such as Letter 61. In my first two paragraphs it is clear past practice set a precedent over many decades. How do you disregard that? Where is the respect? Your workforce is willing to help, we just need to be asked.

Kudos to the executive as I think you are having a tough time talking to the company. It's extremely difficult to solve problems when one side does not listen to your concerns.

In solidarity, Daryl Watch

*“Our company
has now fallen
out of favor with
their most
important asset,
their work force.*”