



# BULLETIN

Kitimat Smelter and Kemano Power Operations Workers

## Mandatory OT Rampant

Brothers and Sisters,

Since the recent bulletin on October 23rd (mandatory overtime in the new reduction) the company-inflicted cancer of mandatory overtime has spread plant-wide.

Your Union has been working vigilantly to find a cure to this disease as with every passing shift the cancer appears to grow.

The company has repeatedly claimed that as a result of the start-up of KMP, and the challenges that go along with it, such as break downs and process problems, the operations are at a "critical" stage, resulting in the need for mandatory overtime in the absence of volunteers.

As has been previously communicated, there is no doubt that the start-up of any complex industrial facility will be replete with operational headaches, but the burden of responsibility for dealing with these issues should not rest solely on the backs of workers and their families.

It has become abundantly clear that the company chooses to run short on its workforce levels throughout the plant. This includes areas such as Carbon, Casting, Reduction and the Wharf.

A case in point would be the Wharf, where the company has posted "Overtime Planning" sheets where the crew size for a particular shift has been identified as 8 employees, but the workforce requirement for the shift is listed as 14. On top of that, the company has added another contingency position, for a total requirement of 15, "in case" someone becomes unavailable. This amounts to an egregious violation of the collective agreement.

The CLA language which the company is relying upon to force members to work additional shifts is from Article 17, as follows:

17.05

*(c) Shift workers will not normally be required to work on hours other than the scheduled hours for the shifts on which they are employed, unless it is for one of the following reasons:*

- (i) Because of breakdown of Plant or machinery affecting production.*
- (ii) Because of an emergency necessitating the carrying out of urgent repairs.*
- (iii) Because they provide essential services for continuous operations.*
- (iv) To allow for continuous operations for the purpose of loading or unloading ships.*

In a recent letter, dated November 15, 2015, to Human Resources Manager, Tanya Meyer, the Union outlined the following:

*"First, where overtime is required it is to be offered in accordance with the provisions of Article 18. This includes the scheduling or call-in of overtime for early work prior to the beginning of a regular shift, late work following the end of a regular shift or additional full or partial shifts on an employee's regularly scheduled days off. Furthermore, overtime must be offered in a manner consistent with 18-LU-#3 in following a worker's regular shift schedule (employees working day shift to be offered day shift overtime opportunities and employees working night shift to be offered night shift overtime opportunities).*

*The use of mandatory overtime must be an absolute last option in securing adequate workforce levels from shift to shift. In the initial analysis this involves identifying whether the prospective need for mandatory overtime meets the requirements for such use as contemplated in article 17.05(c)....*

*As the circumstances requiring the invocation of Article 17.05 are by their very nature temporary, the projected duration of any such crisis should be communicated to the workforce. Employees must be presented with a cogent rationale, consistent with the collective agreement, for why the use of mandatory overtime is necessary, even when all other avenues, such as the offering of voluntary overtime or the use of additional temporary workforce support or services (including contractors), have been exhausted.*

*Upon analysis, it may be apparent that as a result of breakdown or process upset there is an urgent need to have "all hands on deck"; in others, such as is the current situation at the wharf, the shifts may be under supported, and the mandatory provisions should only apply to the loading or unloading of ships, not other tasks. In any event, voluntary overtime should be offered first."*

The Union proposed the use of contractors as a temporary relief measure until mandatory overtime would no longer be needed, with the triggering of 24-LU-#5 in June, 2017, clearly in mind.

The Union also proposed a parallel process where members would be involved in problem-solving sessions, as was recently done in Reduction, in order to identify work organizational issues which were contributing to the need for mandatory overtime.

On November 17<sup>th</sup>, Ms. Meyer gave the following reply:

*"...We have more restrictive overtime language in our CLA than any other RT smelter so we will not enter into an agreement about a process or protocol that restricts us more, however, we welcome any ideas that would put us in a position where we don't have to use it..."*

At a meeting to follow up on the above, held at the Smeltersite on November 23<sup>rd</sup>, with Plant Manager Gaby Poirier and Ms. Meyer, Union representatives impressed upon the company to reduce as much as possible the use of mandatory overtime for fear that over-worked, stressed-out, fatigued employees are a health and safety risk. These managers were also reminded that many employees are afraid of being disciplined if they refuse to work mandatory overtime, despite being possibly unfit to work.

The Union understands that it is bound by the "work now, grieve later" rule, as per the Labour Code. Nevertheless, your Union cannot, in good conscience, advise a worker to submit to mandatory overtime if in their own personal assessment they believe they may be a safety risk to themselves or their co-workers. In the event of an accident or fatality saying "I told you so" does not undo an injury or return a lost member to their family.

At the time of writing, the company has offered to hold more workshops, which the Union will consider participating in, but this clearly falls short of what is needed to resolve this issue.

As cited above, the company is relying on Article 17 to impose mandatory overtime. From the number of examples provided to the Union it is apparent that the strict reasons for imposing mandatory OT are not being met by the company. It is imperative that in addition to anecdotal evidence that specific details be provided which clearly spell out the company's draconian misuse of the provision.

Shop stewards have been instructed to ensure that grievances on this issue are filed, particularly as they apply to the frivolous use of Article 17. In support of this important fact-gathering, please find attached to this bulletin a fact sheet which will be used to compile the necessary information. Once filled, it can be added to an individual grievance file but also copied to the hall for inclusion in a general application grievance.

Completed forms can be e-mailed ([gcomm@caw2301.ca](mailto:gcomm@caw2301.ca)), faxed (250-632-6308) or dropped off at the Union hall.

During these challenging times it is crucial that the membership and leadership of the Union remain steadfast in its solidarity and mutual support. The company would like nothing more than a divided leadership or a perception amongst the membership that the Union appears "weak". Now, more than ever, the Union needs to demonstrate a show of unity and solidarity moving forward.

***We are Community, We are United, We are Unifor!***

MANDATORY OVERTIME INVESTIGATION

NAME: \_\_\_\_\_

JOB TITLE: \_\_\_\_\_

DATE & SHIFT YOU WERE ASSIGNED MANDATORY OVERTIME: \_\_\_\_\_

SUPERVISOR WHO ASSIGNED MANDATORY OVERTIME: \_\_\_\_\_

WHAT DID THE SUPERVISOR TELL YOU TO DO ON THE MANDATORY OVERTIME?

\_\_\_\_\_

\_\_\_\_\_

HOW LONG WERE YOU TOLD TO STAY? \_\_\_\_\_

EXPLAIN WHAT YOU ENDED UP DOING ON THE MANDATORY OVERTIME.

\_\_\_\_\_

\_\_\_\_\_

IF YOU ENDED UP DOING SOMETHING OTHER THAN WHAT THE SUPERVISOR HAD ASSIGNED YOU, EXPLAIN WHY AND WHAT HAPPENED.

\_\_\_\_\_

\_\_\_\_\_

WERE YOU TRAINED AND SIGNED OFF TO DO THE WORK YOU WERE ASSIGNED? \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PHONE CONTACT: \_\_\_\_\_

\*Form can be added to individual grievance file; forms can also be e-mailed to [gcomm@caw2301.ca](mailto:gcomm@caw2301.ca), faxed to 250-632-6308, or dropped off at the Hall