National Oil Bargaining Continues Into Springtime

This past spring many of the oil bargaining contracts that were off-date from the Feb. 1 National Oil Bargaining expiration date were settled except for the ConocoPhillips agreement in Ponca City, Okla. Some of the contract settlements are included herein; the others will be in the next issue of *The Oil Worker*.

Marathon Oil, Texas City, Texas

Local negotiations at Marathon resulted in Local 13-1 members getting the National Oil Bargaining policy and improvements in sick pay, funeral leave and stillman pay. The members ratified the contract March 31. The USW represents over 125 workers at the facility.

ChevronTexaco, Salt Lake City, Utah

This contract covers from 160 to 170 workers and was ratified April 15. The National Oil Bargaining pattern was obtained, and changes were made in the scheduling for the maintenance department and job duties for operators.

Local 931 and the company decided to allow maintenance personnel to skip their two 15-minute paid breaks and go home a half hour early. This is being done on a trial basis and there is a possibility of going back to the two 15-minute breaks.

Nine new head operator jobs were created that are the highest paid classification in the contract. The head operator acts as a mentor for new operators, helps schedule overtime and vacation time, acts as a backup trainer for refresher training classes and picks up the slack if an operator is overloaded.

Any unit operator who is qualified to handle two control boards can get head operator pay. Presently there are 21 workers who are qualified to receive that pay.

The negotiations resulted in clear language on how job transfers would work and when they would be done. There is improved language on "banked" days, which are days off when the company cannot call an employee back to work. Workers can put a "banked" day next to their scheduled days off and be assured that they will not be called back to work during their entire time off.

New employees get a break in the new contract. By the end of the six-month probation period, a worker who is in question can get their probation period extended three months upon mutual agreement between the union and the company.

If a worker has less than 18 hours notice to work an overtime shift, he or she will receive a meal check under the new agreement.

Mike Gainsforth, who was Local 931's president during the negotiations, said the 2002 round of talks was "very brutal," but that "this one we really felt good about."

"We stepped up to the table to address the problems in the business and they (the company) stepped up to address our issues," he said.

Gainsforth said he felt the local issues were addressed.

"I think both sides felt like they won," he said.

Big West Oil Co. (Flying J), Salt Lake City, Utah

Big West Oil Co's bankruptcy was the backdrop for local negotiations between the company and the site's workmen's committee. Local 12-578 members ratified the contract April 16 and have been waiting for the bankruptcy court's approval of the negotiated pay increase.

Workmen's committee chairman, Jay Krek, said the creditors have approved the contract and are waiting for the bankruptcy judge's decision. Big West promised the union it would not void the contract during the bankruptcy period.

The company initially wanted a three-year wage freeze that the bargaining committee rejected. The company then proposed a wage freeze until April 16, 2011 at which time all hourly classification 8-hour base wage rates would increase 9 percent. In addition, a make-up compensation payment of 9 percent for each bargaining unit employee would be issued based on a 2,080-hour yearly schedule. Krek said people felt they were losing money overall because they usually work more than 2,080 hours.

Eighty-five percent of the membership voted on the company's proposal and rejected it by a 90% margin.

"I think it (the vote) sent a message that the members would not stand for what they (Big West) wanted to give us," Krek said.

Then the company moved on wages and offered the National Oil Bargaining wage pattern of a 3% increase for each of the three years in the contract.

Both sides agreed to delay the $2,500 signing bonus until Big West is out of bankruptcy or April 2011, whichever comes first.

Wages were the only topic of discussion during the local negotiations, except for contract language clean-up and modification for the dues check-off language so that it would be consistent with the USW language.

Krek said he thought everyone was happy with the agreement.

"What do you do when someone is in bankruptcy? How much can you squeeze them? I think we did pretty good," he said.

ExxonMobil, Baton Rouge, La.

Workers at the ExxonMobil refinery in Baton Rouge, La., negotiated for the first time as members of an international union and the National Oil Bargaining program.

"I think being a member of the USW and the national oil policy group changed the way Baton Rouge management negotiated," said Local 13-12 President Randy Frederic. "I don't think we would have achieved what we did in local bargaining if we had not been part of an international union. We accomplished a lot."

Besides obtaining the National Oil Bargaining pattern, the local achieved time limits on third and fourth step grievances, which is important in wrongful termination cases, Frederic said.

He said that when the company and the union cannot decide an issue after the fourth level, it goes before an arbitrator to decide the issue.

Before this new contract the local had to go through the court system to compel the company to arbitrate and it took a lot of the local's treasury to do this, Frederic said. In particular, the company would not honor the side agreements it signed with the union and would pick and choose which agreements would be subject to arbitration.

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Now, five side agreements are amended to the contract. The union's long standing position is all letters and commitments are subject to arbitration. All future agreements between the company and the union will be amendatory to the contract and subject to arbitration, Frederic said.

He said that as an independent union prior to its affiliation with PACE in 2003, Local 13-12 had to beg for the National Oil Bargaining pattern and received only the wage package. In 2007 the local voted to become part of the National Oil Bargaining program.

Frederic said the local overwhelmingly ratified the new contract.

ConocoPhillips, Ponca City, Oklahoma

The contract at the ConocoPhillips refinery in Ponca City, Okla., continues to be on a rolling 24-hour extension. It expired March 31. International Representative Ernie Anderson said several local issues continue to be unresolved, with much work still to be done.

The key issues remaining concern a fatigue standard that the industry has not developed yet with the USW and other stakeholders; standby language for operators that the company proposes to negotiate mid-term during the new agreement; removal of job classifications; language on the purchasing of vacation time; lost R&D jobs; overtime; and meals for people being worked beyond their shift.

The company is insisting on forcing the local into midterm negotiations on a fatigue standard that may or may not happen during the term of the new agreement.

"We have told them that they need to make a proposal if they have one or remove it from the table." Anderson said. "We believe this is bad faith bargaining because there is no way to define to our membership what they are voting on and what the outcome could be and what all it might involve."

He said the union has filed a National Labor Relations Board charge because the issue around the fatigue standard has prevented the bargaining process from working as intended.

ConocoPhillips had a proposal to add standby language for operators that would require them to be on call without pay three of their seven days off. The company withdrew it but said it plans to bring it back mid-term during the discussion over the fatigue standard.

Standby language is already covered in the contract under Article 19.7 that obligates the parties to work through any issue that comes up that may have a negative impact on the 12-hour shift.

Removal of Job Classifications

ConocoPhillips has three proposals to remove language and classifications from the contract that are currently in arbitration or the courts. Management wants to remove the Lead Operator and Still Operator classifications and the language that is associated with them from the contract. Both issues are in the courts in an attempt to force the company to arbitrate the pending grievances, Anderson said. He said the company takes the position that this is a management rights issue and refuses to arbitrate.

The third proposal concerns language on the purchasing of vacation time. A grievance on this issue was scheduled for arbitration last November and ConocoPhillips cancelled it, claiming that the human resources guy was in negotiations at another plant.

"The truth is the company did not want a decision prior to these negotiations so it could attempt to remove the language first," Anderson said.

He said the R&D group has been told their jobs might be gone during the term of the new agreement, so the union has a proposal to obligate the company to transfer qualified employees by seniority to the refinery instead of hiring from the outside. The parties are still working on this issue.

Filling Supervisor Positions with Overtime

"We are having a major issue with the company working our members as supervisors and filing the openings by overtime. When the company took away the lead-operator position, it told us that from now on they would use a fifth area lead (supervisor) to cover any time that a supervisor would be off. Now the company states that it was not them that made the agreement; the person who made the agreement is no longer at the company. But we don't care who made the agreement, it was made by a management person on behalf of the company. The union has three proposals surrounding this issue," Anderson said.

The union has a proposal to add an Advanced Operator position. This person would assist in not only the overtime issue, but add to the safety of the unit as well.

There have been problems with getting meals to members who are forced to work beyond their shift, so the local has a proposal to provide them with a hot meal or money in lieu of that.

"The bargaining committee has told the membership that the company proposals are life changing and have a negative impact on the quality of life for our membership," Anderson said. "The membership appears to be firmly behind the committee and the committee is definitely united as one in our path forward."

What's Happening at your Site?

Send us articles about the issues and activities your local is engaged in. Such pieces should be short and to the point. We especially like quotes from the membership. We'll accept articles that are up to 500 words in length.

Keep in mind that we reserve the right to edit contributions for length and clarity. Be sure to put your name, local union number and phone number where you can be contacted during the day or evening in case we have questions.

If there are any issues you would like to see covered or questions about bargaining that you have, we'd like to hear about them as well.

You can send your articles and contact the editor, Lynne Baker, at lbaker@usw.org; phone: (o) 615-831-6782; (cell) 615-828-6169.