



LOCAL 298 NEWSLETTER

"What We Desire for Ourselves, We Wish for All"

Issue #5 Volume #10

cep298@monarch.net

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August 2006



3300 jobs were lost last year alone as raw log exports increased by 1000% since 1996.

Labour demands moratorium to halt job loss after 1,000 percent increase in raw log exports in BC

Friday, June 23, 2006

It's time for a moratorium on raw log exports, B.C. Federation of Labour President Jim Sinclair said today after releasing a report showing a 1,000 percent increase in exports between 1996 and 2005.

"These aren't just logs leaving our province, these are jobs leaving our province," Sinclair said.

"Our report shows that 3,300 jobs in the forest sector were lost to log exports in 2005 alone." The report estimates 27 mills closed at a cost of 13,000 jobs between 1997 and 2004.

Sinclair said the demand for a moratorium is now going province-wide, with forest unions appealing to
(cont. on page 14)

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Executive Officers For 2006

		<u>Tel #</u>	<u>Work Local</u>	<u>Job Title</u>
President	Don Klie	632-1352	2367	Pipefitter
1st Vice President	May Murphy	632-5201	3451 or 2568	First Aid/Stores
2nd Vice President	Paul Wilson	632-5622		Millwright
Financial Secretary	Jonathon Gardiner	638-0088	3513	Steam Plant
Recording Secretary	Dave Burrows	632-5045	3510	Pulpmill
Inside Guard	Dino Stamatakis	632-7199		Shiploader
Outside Guard	Bill McEwan	632-3183		Lagger
Trustees	Dave Andrews 3yr	632-2932		Instrument Mechanic
Trustees	Derek Smith 2yr	639-3022		Millwright
Trustees	Gary Drake 1yr	632-2905		Lubrication Mechanic
Chief Shop Steward	Steve Dudra	632-3850	2375	Tool Crib Attendant

Committees

Standing: Mary Murphy, Paul Wilson,
Committee Steve Dudra, Dan Belleville
 Ed Da Costa

Wage: Frank Verde, Jack McCamy,
Delegates Dennis Urbanowski, Don Klie, Mary
 Murphy

Job Evaluation:Kevin Read, Ralph Johnston,
 Arnie Carrita

Rehabilitation &: Mary Murphy 1yr, Pat Williams 3yr
Reintegration Steve Dudra 2yr

Employee\ Family: Mary Murphy, Gary Ewanski,
Assistance Peter King, Ilona Kenny

Pensions:Gary Drake, Don Klie, Gary
 Ewanski

Sunshine Committee: Dorothy Birkett

Contracting Out:.....Derek Smith, John Miller, Dino
 Stamatakis, Kevin Gentile

Central Safety:.....Mary Murphy, Dan Belleville,
 Alfie Poellot, Jon Gardiner

Apprenticeship:Paul Wilson, Rick Wittmann,
 Kevin Gentile

Women's Committee: Kelly Ruff, Mary Murphy,
 Brenda Tewnion

Chief Shop Steward

Steve Dudra

Yard & Stores

Mary Murphy

Janitorial

Raw Materials

Mike Holland

Arnie Carrita

Steam Plant

Andy Sanwald

and

Richard Crockart

Pulp Mill

Lucky Bhullar

Dave Burrows

Kevin Read

Jim Harrison

Cary Manahan

Arnie Lepisto

Shiploaders

Dino Stamatakis

Warehouse\Dock

Jason Smith

Maint. Pipefitter

Al Hummel

Dan Belleville

Kristen Eck

Electrical

Rick Wittmann

Elvis Resendes

Inst. Mech.

Pablito Mendoza

Millwrights/Oilers

Millwrights

Derek Smith

Paul Wilson

Paul O'Driscoll

Is there a mistake in this list of shop stewards or committees? If so, please let the office secretary know and we will correct it.

Newsletter Editor: Don Klie donklie@telus.net

WARNING!!!

THIS NEWSLETTER IS RATED:

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FOR UNION!

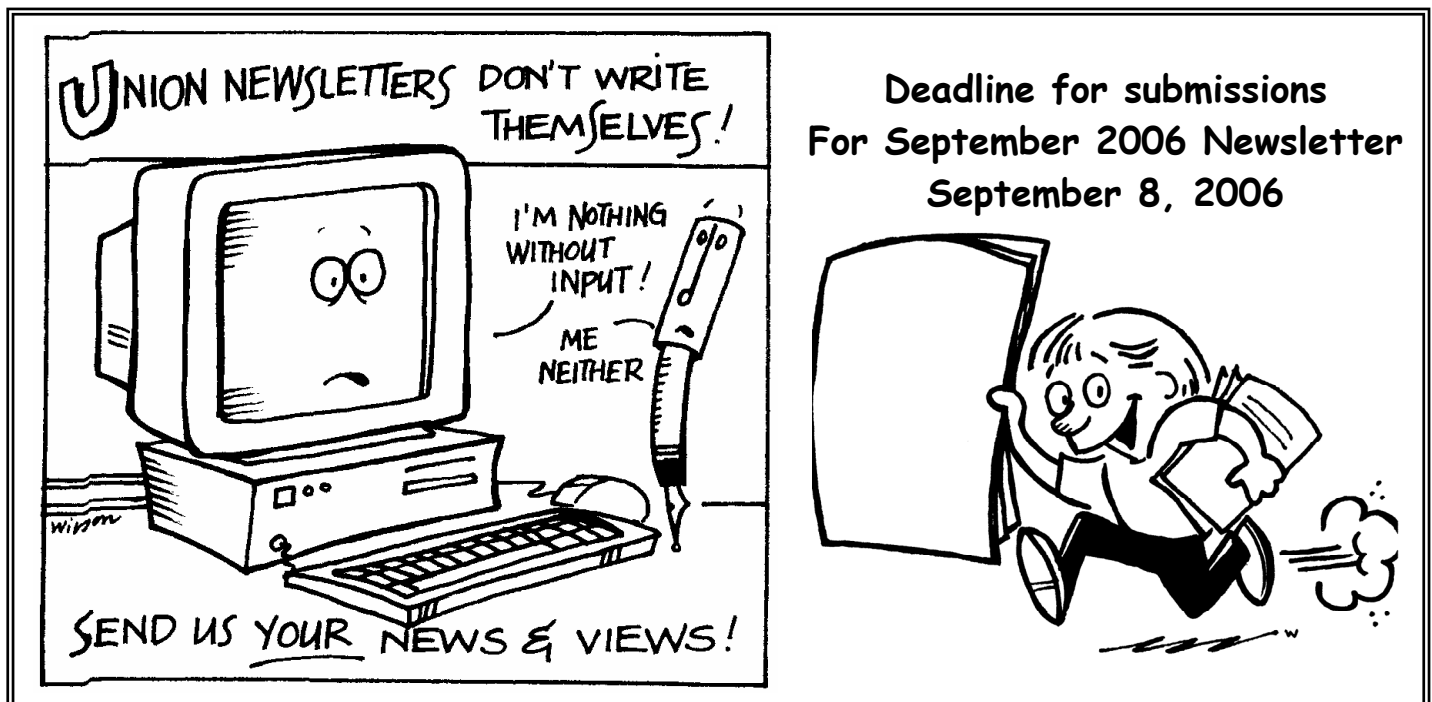
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Editor: Don Klie



President's Report

I can see that...

By Don Klie

A few years back Pacific Blue Cross became the insurance carrier for our dental and extended health coverages which include vision care. The previous providers of those benefits, CU&C for dental, and MSA for the extended health benefits, were merged to form Pacific Blue Cross. More recently, we have seen West Fraser changing over to Pacific Blue Cross the Weekly Indemnity and Long Term Disability benefit coverages.

On the extended health front one would have thought that Pacific Blue Cross would have had a bit of memory as to what they had previously provided and the policies that were in place. That is, those things that they were required to provide in the past should have been there under the "supposed" new contract with Eurocan.

However, there have been a few glitches with the new company. An example of this occurred early on when the issue of whether or not an automatic blood pressure measuring device was covered; it was, but at first Pacific Blue Cross refused to cover it. Once the issue was raised, Eurocan contacted the insurance carrier and straightened things out.

The new carrier was, and is, responsible for providing the same benefit that we had previously enjoyed. Just because our insurance carrier changed didn't mean our insurance **coverage** changed.

Recently, another issue came up, this time regarding our vision coverage.

Our Collective Agreement allows for us to recover up to \$350 for certain vision care products every 2 years. But, when does the 2-year period start?

The answer is, the first time you claim for the benefit and then every two years after that date.

One of our members was told recently that his anniversary date had been changed to the last time he had claimed for the benefit (which was a few months ago). Not only hadn't he reached the \$350 benefit limit but the time period had been shortened by about 6 months.

A quick call to our HR department confirmed that a mistake had been made and they contacted the insurance carrier to correct the error.

If anyone else has encountered problems with Pacific Blue Cross please let your union representative know so that we can follow-up and make sure that it doesn't happen to any other of members.

***Eurocan v CEP Local 298*****Re: Contracting Out Notice (Stores)**

Around the 2003 collective agreement negotiations the Wage Delegates had several discussions regarding the contract language as it applies to the contracting out of work. Some attention was paid to an October 2000 consent award reached using the services of Mediator/Arbitrator Judi Korbin.

The consent award itself covered a number of issues around contracting out and in particular Stores Stock. #73 of the Award stated "*With respect to the issue of Stores Stock the Employer agrees it will notify the Union when it intends to contract out items that have previously been fabricated by mill crews. When appropriate, the provision of such notice may be general in nature, identifying a change in practice. In such circumstances the Union reserves the right to file a particular grievance on the scope of the notice.*"

During the pre-arbitration procedures for that particular grievance the Union had uncovered information regarding several shafts that had at one time been manufactured by our machine shop. In a previous award an arbitrator (H. A. Hope) had ruled that the Company was required to notify the Union of its intent to contract out the manufacture of certain shafts.

The Union was able to show the Company that we had not only manufactured several of the shafts they were now contracting out but also, that it was estimated that our crews could do it cheaper than the contractor. The only comment the Company would make at the time was "That's interesting."

After the consent award the Union expected that if the Company was going to contract out, or continue

to contract out shafts that had at one time been manufactured on site, that we would receive notice of such. There were very few notices from Stores to contract out any shafts.

After the 2003 Strike it was decided that our Contracting Out Committee needed to do some more research into exactly what was being contracted out in Stores in regards to work that our crews had previously done. A large list of shafts and the number of times that they had been contracted out to other contract firms was compiled and grievances were filed. The contract violation was failure to notify.

One grievance regarding one particular shaft, which had been contracted out at least 14 times going back to 2000, was the test case (there are several other grievances of an almost identical nature on hold waiting the outcome of the test case).

Originally this grievance was to be heard in front of Arbitrator Emily Burke in June of 2005. However, on the day of the hearing it was determined that the only arbitrator who could deal with the issue was Arbitrator Korbin because of the fact that it was written in the consent award that she retained jurisdiction with regard to interpretation and application of the consent award.

It would be almost a year later before another hearing with the correct arbitrator could be arranged. When the matter was finally heard, no witnesses needed to be called; all of the evidence was presented and agreed to by the lawyers.

The Company argued that the only issue that had to be resolved was what constitutes general notice and how it should be given. They said that there had been a notice to contract out the manufacture of the shaft given in October 2000 and that that should be sufficient.

However, the arbitrator ruled that that notice was not general notice; it was clear that it was a one-time only notice.

The Company also argued that the Union's position was misguided and would require notice for every shaft that is ordered. The arbitrator noted *"...that general notice can be given by the Company and will be appropriate if such outlines a practice that is anticipated to continue for a period of time. The Union maintains the right to grieve and can raise specific instances at any time it deems appropriate."*

The Company also asked the arbitrator that if they had not given proper notice, the form of such notice should be clarified by her award; and oh, by the way, there is no need to consider damages.

The arbitrator stated that written notice that lays out the change in practice was required. But, she noted there was a grievance filed on a September 2004 Company notice of change in practice and she declined to specify the form the notice should take, being such that it was the parties had agreed that the only issue covered by this particular dispute was that

the Company failed to give proper notice regarding the 14 times it had contracted out the manufacture of this particular shaft.

As for remedy, the Union noted that proper notice was not given in 14 instances of contracting out. The Union suggested that an appropriate remedy was needed that would bring home to the Company its responsibilities under the Collective Agreement. In the opinion of the Union there was case law that supported a remedy of at least \$5,000 for each single breach in order to provide a "meaningful incentive" to the Company to comply with the notice requirements.

The arbitrator noted that these 14 instances were grieved simultaneously and listed on one grievance form and concluded that this was not a case where there were "deliberate and repetitive breaches". The arbitrator also took note that when the Company was notified of all 14 alleged breaches, it provided what it believed to be general notice in a September 2004 written notice.

Arbitrator Korbin quoted from Arbitrator Hope's May 2000 award between the parties stating *"the circumstances here do not support a conclusion that a punitive award is necessary ... to bring home to the Employer the importance of providing a timely and adequate notice of its intention to contract out work", but, "conversely, it should be a sufficient provision to ensure that the need to give notice is brought home to the management officials..."*

The arbitrator awarded \$500 for each breach for a total of \$7,000.

As noted previously there are several other grievances on hold pending the outcome of this arbitration and the Union and Company will be meeting in the near future to try to reach a settlement on those issues.

Hiccup in the Pulpmill and Steam Plant

After years of the Union advising the Company that the manning in the Pulpmill and Steam Plant were too low the Company has finally come to its senses... or so it seemed.

The Company recently informed the Union that they had mistakenly overmanned the Pulpmill. At the same time the Company had to tell us that they were severely undermanned in the Steam Plant.

We couldn't believe what we were hearing. It was only a few months ago that we had raised the issue of under manning in the Steam Plant. At the time we had noticed that a couple of transfers out of the Steam Plant had not been replaced, that no postings had gone up advertising the vacancy.

We were politely informed that no, the Steam Plant was actually overmanned. The number quoted

at the time for the Steam Plant manning was 32. The manning had been temporarily over 32 because the department had absorbed the employees who had chosen to go up the Steam Plant progression line when the Joint Utility Pool, which it shared with the Pulpmill, had been phased out.

At the same time as the phasing out of the Joint Utility pool the Company had agreed to turn 4 temporary positions in the Pool into fulltime positions, acknowledging that they couldn't do without them. But someone got confused, what with the cancellation of the Joint Utility Pool, the Spare Board/Temporaries in the department and the decision to increase manning in the two departments to 36; someone allowed the manning budget to increase to 40 in the Pulpmill.

There might also have been some confusion up in the budget department because on paper in the Labour Agreement it shows the Chip Screen Operator as being in Raw Material, not the Pulpmill.

Now, back to reality, what was actually occurring out on the floor was that there were 40 employees in the Pulpmill with one yet to transfer in (the individual waiting for the transfer has been waiting in the Papermill since the end of November 2005 and is not likely to be released until the end of the Summer/vacation season). Also, of the 40 who were actually there, two were Spare Board employees, one was waiting for a transfer to a permanent position in Raw Materials and the other was scheduled to be out of the department by the end of August (one would have thought that if there really were too many people in the department that the Spare Board people could have been transferred out immediately).

The end result was that the Company will have 3 too many employees in the Pulpmill.

On the other hand in the Steam Plant there were only 28 employees actually on the floor with 8 waiting for their transfers to be completed (most of the people waiting for transfers are in the Papermill).

Originally, the Company wanted to cancel all of the postings that had been accepted in the Pulpmill and Steam Plant going back to November 2005 and then repost only the Steam Plant positions. This would allow for those who had already accepted jobs in the Pulpmill to reapply for jobs in the Steam Plant and to simply let their mill seniority set the record straight.

That option was unacceptable to the Union. The Union requested that the Company merely over man the Pulpmill and allow attrition and retirements to take their course. Everyone in the mill knows that the Pulpmill will very soon be losing many of their most senior and knowledgeable employees due to retirement and the need for proper training will likely require more manning than what has been budgeted.

While the Company wasn't willing to simply absorb the extra cost of over manning the Pulpmill,

they were prepared to spread the cost over both the Pulpmill and Steam Plant.

The Union and Company finally agreed to temporarily have two of the extra Pulpmill candidates post into the Steam Plant to help relieve the shortages there. The 8 transferees already scheduled, but not yet there, will be transferred into their fulltime positions ASAP, hopefully no later than Labour Day.

When permanent positions in the Pulpmill open up, that is, when the numbers drop below 36, the two employees temporarily assigned to the Steam Plant will be transferred back. In the meantime, should any permanent openings occur in the Steam Plant (like the one that is currently posted) the two employees temporarily in there will be allowed to apply for those positions.

We are hopeful that this solution will cause the least amount of pain to the employees involved and will at the same time address their desire to transfer out of the Papermill.

The Company has also informed the Union that they will ASAP be hiring 5 extra people, over and above the 8 that are transferring out of their current departments and into the Steam Plant (mostly from the Papermill). These 5 "extra" employees are to be put into the Spare Board and used where needed.

Which came first, the chicken or the egg?

For too long now the Company has been having trouble filling vacant fulltime positions because the department sending the employees out can't release them. Every department in the mill is running short manned and before being able to release employees to go and fill other full time positions the department must have a fully trained individual to replace them. It's the chicken and egg thing all over again; which came first?

What the Company has consistently refused to deal with is that in their attempts to reduce manning over the last several years they have spent too much time in the offices and looking at paper and blackboards (some of the board are actually white). They have forgotten to look at the actual need on the floor. The senior employees that we have working here have lots of paid time off available to them. There are also the normal absences caused by illness or whatever, which has been upwardly affected by the aging workforce. Each progression line has utility positions in them to cover for training, paid time off, move ups, illnesses and absences, etc. However, the Company has tried to reduce the utility positions so it can meet its manning numbers. None of the utility people are actually filling the utility position; they are all moved up covering for training

or absences. It just doesn't work, and the problems caused by the delayed transfers are reflected in this hiccup in the Pulpmill and Steam Plant.

Another problem the Company has to face is the mass exodus out of the Papermill. Whether it is the new hires or long term employees, the Papermill has been struggling for many years now trying to get enough people and to keep them long enough to get them trained up to fill the need. A solution doesn't appear to be near as there will most likely continue to be openings in the rest of the mill providing opportunities for those in the Papermill to transfer out.

Company actually boasts at recent arbitration that mill manning is up

On July 26 and 27, 2006 there was an arbitration hearing regarding 3 grievances; annual notification in general, annual notice as it relates to cranes, and reducing the workforce. At one point the Company tried to point out that even though the total number of permanent employees in Local 298 had been reduced by about 38 over the past few years, there were plans to hire 23 more people which would mean we had one more employee then than previously; that is, if you discounted the 15 Shiploaders and Terminal Warehouse employees that had been reduced because the Company had changed it markets and means of shipping out paper. And, that is of course if Eurocan ever actually hires those 23 people.

Sounds like new math to me.

Maybe, it's this kind of thinking that got the Pulpmill and Steam Plant into the situation they are today.

Got to meet the new mill manager

When I returned to the mill in mid-July from my vacation the Union executive had an opportunity to sit down with the new mill manager, Dennis Clare. Only time will tell what he will be like but our first meeting was pleasant enough. By the way he spoke it seemed apparent that he had worked with the people on the front lines of management. I have been told by a number of people that they had been approached by him out on the floor asking how things were going.

There were no new initiatives announced at this meeting; only an informal discussion on who he was, what his experiences were and what his hobbies were, and the same for us. While there wasn't anything said about plans for reduced manning, like

what had occurred when we returned from the strike in 2003 and were formally introduced to Rick Maksymetz, I can only assume that Dennis Clare will be reciting the same mantra.

I will admit that under Maksymetz there has been a willingness to discuss the issues (e.g. special Standing Committee meetings, getting rid of the "Y" in the Raw Materials, Pulpmill and Steam Plant progression lines; increasing manning in those departments; purchase of new equipment in the machine shop, upgrading of Hiab, etc). There have also been improvements in our safety performance and production consistency, with records being improved almost every month.

Again, only time will tell, but I look forward to working with Dennis and striving to make our mill the best in the world; both from an employee point of view and from management's point of view.

Next Arbitration set for August 23, 24 and 25, 2006

Two discipline grievances are scheduled for arbitration in a few weeks' time; Claus Rosner and Warren Berndt. They will be held at the Chalet Restaurant (downstairs) starting at 9:30 am. The hearing is open to the membership; for more information contact Don Klie.

DON'T SIGN SOFTWOOD DEAL SAYS CEP

Canada's largest union of forestry workers says the Harper government should not sign the latest softwood lumber agreement with the United States. An analysis of the agreement reached with on the week-end, says the Communications, Energy and Paperworkers Union of Canada, shows that the latest deal is "significantly worse" than the framework agreement announced by Prime Minister Harper in April.

The CEP analysis says: "This treaty is worse than the framework because:

- The scope of the treaty is expanded to capture remanufacturing.
- Regional quotas and the surge mechanism will operate on a monthly basis, not allowing balancing of exports over long periods.
- Proposed "regional exemptions" would make Canadian authorities responsible to American oversight and prevent Canadian provinces from enacting progressive forest policies in the future.
- The BC government is specifically prohibited from future changes to provincial policies that

conflict with commitments that the Campbell government has made to the US.

- The US will be able to abrogate the treaty after two years on 3 months notice – a perpetual “gun to the head” of Canada meant to intimidate the Canadian industry and policy makers.

“The Canadian government should not sign this proposed treaty, and instead return to the negotiating table to get a better deal for Canada that provides stability for our industry and respects the integrity of Canadian forest policy.”

Abitibi should invest in Canada first says CEP

Abitibi Consolidated's plans to spin off its hydro generating facilities in Ontario into an income trust and then use money raised to invest in the U.S. is being condemned by the Communications, Energy and Paperworkers Union of Canada.

“We have overall concerns about the spin off itself and the potential impact it might have on the paper making side of Abitibi's business,” said Cec Makowski, CEP's Ontario Region Vice President. “We intend to raise those concerns in the very near future with senior company management.

“What we find specifically and immediately reprehensible is Abitibi's announced intention to use money generated from its initial public offering of income trust units to invest in the state of Georgia,” Mr. Makowski added.

“Our view is that Abitibi should be investing that money right here in Canada instead of closing mills in places like Kenora, Ontario and Stephenville, Newfoundland.”

Abitibi has said it will use \$190 million (U.S.) from its income trust spin off to buy the 47.5% of Augusta Newsprint Co. that it doesn't already own.

CEP MOTION SEEKS POSTPONEMENT OF KEYSTONE OIL PIPELINE HEARINGS

Ottawa – National Energy Board hearings concerning one aspect of the Keystone Pipeline Project should be postponed until the NEB can review the entire project, argues the Communications, Energy and Paperworkers Union in a motion filed today with the Board.

The Keystone Pipeline project, designed to bring 435,000 barrels of diluted bitumen from Canada's tar sands into the heartland of the United States, is being presented to the NEB in several stages. The first application, which is currently before the NEB, seeks approval to convert a natural gas pipeline across the

Canadian prairies to an oil pipeline. Further applications are required to build new pipelines for the project, but environmental assessments required for these applications are not complete.

Issues concerning the security of energy supply in Canada also won't be considered until a future application, but Keystone proponents are still asking for an early declaration that the project is in the “public interest.”

CEP counters that the public interest requires “thorough and comprehensive consideration of the environmental and energy security consequences of the Keystone Project at the earliest stage of the approvals process.” Early approval would give the public perception that subsequent NEB hearings would be “pro-forma” and that environmental and other concerns will be marginalized.

“We are saying that Canada should take a step back and look at a range of issues concerning the development of the oil sands before giving the green light to the first major project to send expanded oil sands production down a pipeline to the United States,” CEP spokesperson Fred Wilson said.

KEEP SMOOTH ROCK RUNNING

The Communications, Energy and Paperworkers Union of Canada has asked Tembec to keep its Smooth Rock Falls (*near Kapuskasing, Ont.*) pulp mill operating while the company and the union meet to discuss permanent arrangements to save the 250 jobs at stake and the town itself.

In a letter to Tembec President and CEO James Lopez, Communications, Energy and Paperworkers Union Ontario Region Vice-president Cec Makowski said he wants no holds barred talks “to consider all alternatives in order to keep the Smooth Rock Falls mill operating, with or without your participation.”

At the same time, Mr. Makowski sent a letter to Ontario Premier Dalton McGuinty asking him to help keep the mill operating beyond its scheduled July 31 closure date while the Union and Company discuss the alternatives.

Earlier in the week, Mr. Makowski suggested that Tembec sell the mill to the Smooth Rock workers for \$1.00 to “display some semblance of corporate responsibility.”

Tembec is refusing to pay severance pay in accordance with the CEP collective agreement, an act which Mr. Makowski has described as “disgusting, reprehensible and indefensible.” The Union is taking the company to arbitration over the severance pay issue.

Mr. Makowski was in Smooth Rock Falls today at a rally of mill workers who also heard messages of support for Ontario NDP leader Howard Hampton and federal MP Charlie Angus as well as Ontario Federation of Labour President Wayne Samuelson.

“Our fight for Smooth Rock has just begun,” Mr. Makowski told the workers. “Our hope is to keep this mill operating with or without Tembec which means that Dalton McGuinty and the provincial government has to step up to the plate and help us save this mill, these jobs and this community.”

1st Vice President's Report

Finally, All Of 2005 Grievances On The Table

By Mary Murphy

(Note: this report was supposed to have been included in June's copy of **Newsletter** but was overlooked in the confusion of vacation relaxation. My apologies to Mary and the members. Editor.)

At standing committee we have presented all 2005 grievances. We still have not signed off on the meetings therefore the meetings haven't been released, but hopefully these will be signed off soon.

This month's items for discussion were:

Asbestos removal at the 2-Day Warehouse with 101 removing the asbestos, and the steam plant asbestos issues. We were thankful to the contractors who, when any problems arose, shut down the job, and would not go back in there until all of the issues around the asbestos were taken care of. We will be addressing this at Central Safety also. Mostly, the committee wanted documentation where our workers on a daily basis may be exposed to asbestos.

Cameras---Contracting Out Committee was notified that the company was contracting out installation of cameras, but Standing Committee was not notified. We don't know how many cameras or who monitors them or where they are. The company is going to get back to us with this issue, but I have been told that they are already getting ready to remove them.

Seniority Rights----We are always informing the company where we stand on seniority rights and seniority following the money, progression line, and job preference. Although the company does not always agree we continually bring this issue up. Following some type of common procedure creates a more consistent and positive work force.

J. Gaudet----Transfers in a timely fashion. There are people waiting for their releases so they can get their transfers so they can start their new position. There are people in the paper mill who have been waiting over a year for their transfer to come through. This is totally unacceptable, the Company agrees, and is working on this.

Several items which need to be addressed at special departmental meeting, then brought back to the table, issues around time off, being released, manning issues, training issues.

Smoking policy, we need to know what the smoking policy as it relates to smokers taking breaks. We had an issue where several employees were looking at discipline for smoking outside the maintenance shops.



Clarification on relief supervision work and due diligence-----We had an issue where a worker, who in previous years had showed hydro mechanical all the areas which needed to be cleaned and was told that because of legal issues they were getting someone else to do it.

TRITON was both on the Company's agenda and ours. We requested the information around Triton, and under what circumstances they left the mill. We had heard many rumors and wanted the facts. The company wanted to inform us that our workers were respectful, helpful and there were no issues with our people. We informed the company that we had voiced our displeasure at previous meetings, and had not changed our position.

The rest of the meeting was addressing grievance issues, and presenting new grievances at Standing Committee.

Commerce first, fight terrorism later

The Guild Reporter/CWA/CALM

Stalinist Nikita Khrushchev famously quipped before the U.N. that "Capitalists will sell the ropes to hang themselves." It now appears that Wal-Mart is out to prove him right.

According to a report delivered to the U.S. Congress by the AFL-CIO, "Unchecked: How Wal-Mart Uses Its Might to Block Port Security," the world's largest retailer has used its clout in the Retail Industry Leaders Association to scuttle port security measures that might cut into its record profits.

In the last few years Wal-Mart has opposed the introduction of anti-terrorist "smart containers" and electronic seals for cargo containers, opposed independent and regular inspections of supply-chain security practices around the world and opposed new container-handling fees to pay for improved port security.

JOHS Report

You Can Talk The Talk But Can You Walk The Walk

By Dan Belleville

(The following report is from the June 2006 JOHS meeting. editor.)

June 2006 JOHS

Planning for meeting plus clearances---Here we go again; another JOH&S meeting and we start 40 minutes late because department supervisors don't read their E-mails or just don't care. This same issue has happened pretty well every meeting that has been scheduled this year and it's not the fault of secretaries sending out clearances; it's management running their department. This JOH&S meeting is probably the easiest to arrange because it is always the third Tuesday of every month and it is a "monitor" obligation each month for the Company and Union. They say they care but do they really?!; because if they did they would get it right.

(Dennis Clare has said, like Rick Maksymetz before him, no job is so important that it can't be done safely. They have both emphasized the importance of safety. Safety is more than words (talk); it's about setting standards and working to keep to those standards (walk). Senior management people have come up to individuals and told them to put their glasses on, or put their seat belt on, etc.; when is senior management going to start putting in as much effort to their obligations to attending Central Safety as they do trying to tell people to wear their PPE? Editor.)

Incident Investigations

We had a strange incident when a worker was working on a scaffold and another one was working under it doing another job. They both finished about the same time and as they were leaving one on top stepped down on the others shoulder causing an injury to the neck and shoulder. You might say that happens once in a million and can't happen to me, but that is exactly how some accidents happen. Either the jobs should have been planned better or a spotter could have been used to prevent this.

Another incident was pain to the knee because of repetitive motion of going up and down stairs all day and bending down. I can relate to this because my knees are hurting now because the constant bending I did during the SHUT DOWN. This one though could have been prevented by taking a rest from that task and getting others to share in putting the stock away. It's nice to get the job done so you don't leave your

relief a lot of extra work, but it doesn't help in the long run if you end up with a MSI injury and are not able to work or enjoy your time off.

An incident happened when a worker, standing on a pallet to reach a shelving unit to take it apart, lost his balance. Remember to take a minute or to and plan the job and look for the hazards and assess the job. Yes it takes time to get the proper equipment to do the job, but in the long run it's usually safer and can prevent a lot of pain and does save time. Also, when you're in a area that you're not familiar with take the time to look around and let people know you will be in that area. This lets the people in that area know you're there and can watch out for you and also let you know if there are any dangers in that area.

WE also saw the new incident investigation forms that WEST FRASER MILLS LTD wants to use as a standard form throughout their Company. Looks like more paper work but lets see how it works out. Also, I had to fill out a MSI injury form that is now being used to see if we can come up with ideas to prevent these injury's (using Dave Coates)

Last months minutes

Incident 06-018---Pulpmill Mtce Hit Natural Gas Pipe Line.....Waiting for follow up.

Incident 06-019--- Paper Lab Inhalation of Noxious Substance...Waiting for follow up. Also with this incident the Company said they would post all WCB Reports on the main bulletin board (which is actually a WCB requirement). Local 1127 also wants to be involved on all incident investigations involving their members.

Incident 06-020---Waiting for follow up.

Incident 06-024---MSI injury....Waiting for follow up.

Incident 06-025---Pulpmill Liquor splashed in eye.....Waiting for follow up.

Incident 06-005---Platform Grating Broke Away...Chris Howe to work on a letter to be sent to up management from the JOH&S Committee requesting an audit be performed on all Platforms and Handrails specifically.



"You say Hoskins just lost an arm... well, where did he put it last?"

Incident 05-039---Craig Sears was to write a letter on behalf of the JOH&SC to ask why the Company is not following through with doing anything to secure the paper rolls to the trucks. Then Jack is to take to up management. These answers should be returned within 21days but we will wait until the next meeting. Depending on the answers we may ask WCB to come and settle these items because we as a committee have gone as far as we can on these issues.

Incident 04-091---CRU Chemical Burn.....This has been on the agenda for two years and Glen said the new permanent hood has been put in during this year's shutdown so he was very happy that we let him complete this item.

The CSSE Conference was held in Kitimat on June 8th & 9th at the ROD & GUN Club. All I can say is I wish a lot more people could have had the opportunity to attend; like all the Safety Captains and more of Management. Again the release of worker to attend this conference became a issue even though it was a recommendation from the JOH&SC months before hand. It was a conference that had a lot of eye openers and showed how something simple could turn into something deadly so quickly. One example was not wearing your seat belt causing death. But, what I never thought about was they showed an accident where one person wasn't wearing his and after he was tossed around during the accident two more people ended up dead.

Training regarding Alarms and Lights---I really don't know what to do with this one. This has been on the minutes for ever and nothing ever seems to get done. Maybe we should ask WCB to come in and give their thoughts on this issue. (Diligence by the Company? What is their responsibility after a fire evacuation?!!)

Chips building up on the Sawdust Building and Long Belt Building roofs...There has been a SSP developed that will see the roofs cleaned of sawdust and chips before they become a hazard. Bob has said they would be cleaned off periodically, but so far they must be being cleaned off between my shifts and filled back up again because it doesn't seem to be happening to me, but remember, I work four days and have four days off so it could be happening. I have to depend on other worker to let me know or just wait until one of the roofs disappears.

Asbestos Package---Mary asked for a package to show us the areas that have been mapped were the asbestos is located. Patricia handed out a package that shows the areas that have asbestos and if any one wants to know just ask me and we can show you.

Green Acid Suits----Some one asked what the life expectancy of these suits are. Paul Low is to get the information from Richard Mason at Acklands.

Fire Truck Replacement---Didn't get the information so hopefully we will know more by the next meeting. I wouldn't be very hopeful in getting another truck unless it was given to us. Why do I say this, because after Paul said it was too expensive to train people to use fire equipment to save the mill; what would that leave you to believe?

Well that was as far as we were able to get because of the huge delay. We didn't get to any of the new items on the agenda of which there were seven. Hopefully, the supervisors will wake up in time to check their e-mail and take the time to plan for replacement so people cleared for meeting can get there (my supervisors seems to be doing his job; is yours?!).

That's it for now so everyone take care and work safely, take the extra few minutes to plan, read the SSP's and get the proper tools to do the job safely. The Company keeps saying there is nothing important enough at this Mill for us to risk getting hurt over so let's keep that thought in mind as we work. I know I will because I'm just a Country boy that loves golfing and if I can avoid the pain and go home uninjured I'll use every means possible.

JOH&S member
Dan Belleville

July 2006 JOHS

Safety Improvement Fund

We started with Ray Stafford giving us some information on the cost of some of some projects that we were deciding to do. This was some thing that was just handed to him to check into without any prior warning. He took the highest scored items and checked the ones he thought would fit into our budget. One was the service elevator to the third floor of the offices. The cost for the elevator would be about 300,000 and the cost of a hoist to the same area would be quite a bit less but he said he didn't know what we wanted. This item was put in because several of our workers got hurt moving furniture from one floor to the next. I think a lot of these accidents could be avoided if the Company would stop playing musical chairs with the Staff. Ray also gave a few other costs on items that were on our list to have done that we maybe able to do. After Ray left we were wondering why everything was sent to engineering and the JOH&S Committee members were no longer following through on the projects that they felt they could get do. I guess at the special meeting held Rick McKenna felt that the items we want had to go to Engineering to get done. Even though Ray had some prices for us to look at, the Committee thought Rick's Idea was not the best way to go. We all know how things get bogged down at

Engineering and the thought was we could move on items quicker if people made the effort themselves. So, some of the committee members took on the project in order to move them along faster.

Incident Investigations

06-008---was an incident that happened when the M&D Refiner was over pressurized and a gasket blew sending hot stock and liquor out just missing a worker. The recommendation to have Engineering look at having a pressure relief valve or dump valve installed wasn't even looked at. An SSP was included with the report and we will be looking for SSP's on all incident reports. This will make sure that we are developing them for each job.

06-032---this one happened because bolts weren't put back in place on the catwalk. This was an unknown worker that someone grabbed and stopped from falling to the floor. This was an incident that should have never happened but, because it did, all the catwalks were checked and made safe.

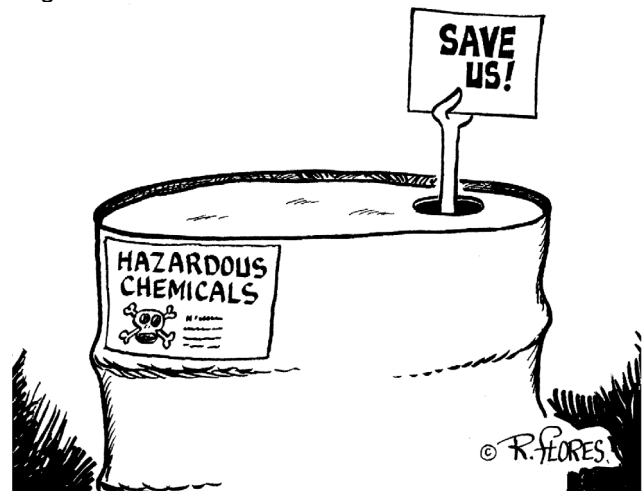
06-033---This ended up to be a lost time incident that happened at the dock. This was caused by a pulled muscle that had cramped up. This shows us the importance of stretching our muscle before we start working. This was something that was being pushed several years ago but because of cost and time was let dropped.

06-034---Another incident where two clamp trucks smashed into one another because a couple rolls blocked their view. The recommendation was to put flashing lights on all equipment so you could see one another easier. But remember good house keeping is the best safety device we have and cost affective.

06-035---this was an incident that occurred when the tank over flowed onto a worker as he was opening a valve to transfer the brine and received second and first degree burns. This tank was being use because the brine tank normally used had rusted out. There was no SSP for the use of this tank and we also found out there wasn't one for the Brine tank itself. This tank was a lot smaller so the operators decided to use heat to absorb the salt fast to get it to its saturation point. They should have turned the steam off before they emptied the tank and this might not have happened. All the Company said was that they wrote in the book to use this tank to make the Brine but didn't say to use heat. The FACT is, there was no SSP or risk assessment on this tank and that seems to be the case on most of the incidents that we get.

Now there will be two SSP's done one on each tank and a Has-op on the new tank before it's put into service. Even though the employee lost two days this was not a lost time because the Company fought it and convinced the WCB to deny it. The employee

will probably appeal this because the Company faxed the Doctor that they had light duty work even before the worker had seen his Doctor. The Company tells this to WCB but doesn't inform them that they never got permission to talk to the worker's doctor. A worker should be able to talk to his doctor about the light duty jobs to see if he is able to go into the area and do the jobs without being in danger. Remember the time the Company said they had a clean room for an injured work that had an eye injury. We believe this is a violation of the privacy act and puts our Union Members at risk. WCB was founded so workers wouldn't sue the companies for injuries caused by neglect by the companies. But, WCB claims seem to be catering to the Company to save money and make profit, and give high wages to upper management, also to give the Company back huge amounts of money. If the workers are continually being treated this way the Union may have to start taking the Companies to court over due diligence.



06-036---Here is an incident that we are all getting tired of hearing about; the Papermill making paper with protruding cords or dished roll. There are unsafe rolls coming off the Finishing line that the Company refuses to deal with because of cost and time. The Company wants to blame everyone else instead of solving the problem.

06-037---Wet End Crane Equipment Failure #2 hook---I asked if this has to be reported to WCB. Paul Lowe to look into the regulations.

Review April 18/06 Minutes

I've reported about most of the items in my last report and not much has change because of all of the holidays.

Ambulance Training---The First Aide attendants are using their drivers on their first day shift to go over the Ambulance inspections. This should insure that they are trained to respond when

there is an emergency. Also, if you want to have training on the Ambulance during your safety meeting you can set it by calling the stores supervisor.

Fire Truck---This item will be addressed as soon as possible; the truck will be repaired to a working standard or another one bought. Dennis Clare said this is a piece of equipment we need to maintain and we will get there; Paul Lowe to address.

Safety Work Orders---Chris Howe said the back log is out of hand and said something has to be done. Dennis agrees with Chris and will work with Chris to find a solution. It was noted once again that the Supervisors that put in these Safety Work Orders are responsible to follow through and see that they get done.

Emergency Calls To Supervisors.....We all know it's hard to get a hold of Supervisors because they don't carry radio's or don't answer their phones for several reasons. Also, it was discovered that we can't access 2222 by using the Cell Phones and something will have to be done about that.

Issues We didn't Get To-----Asbestos, safety supplies, Chip and Sawdust Buildings, and SSP revision.

Well if you have an issue that seems to be going on for a long time at your safety meeting move it on to your DAPC or let me know and I'll see what I can do.

As usual, I remind you to take your time and do the job safely and watch out for each other.

Thank you much
Dan Belleville

Tips for a pesticide-free lawn

Local 1285 News/CAW Local 1285/CALM

"Insects... are the most important component of the ecosystem, an integral part of the food chain... without insects the vast majority of flowering plants would not be able to reproduce.

"A miniscule fraction of this huge group of animals are pests to human beings... spraying powerful poisons that kill all exposed is no more management of pest than killing everyone in New York City would be managing urban crime."

– David Suzuki, *The Folly of Chemical Pest Control*

The best way to avoid having to use pesticides is to prevent the need for them. Here are some quick ways to maintain a healthy lawn.

- Fertilize and over-seed in the fall to help crowd out weeds.
- Avoid excessive shade if you can't, then realize that there are alternatives to grass that grow well in lower light conditions. How about thyme, lily-of-the-valley or the unfortunately named goutweed?

- Avoid keeping the lawn too moist. Water only when necessary, and don't do it in the evening.
- Make sure your grass has good air circulation. Prune shrubs and trees to improve the air flow over the lawn.
- Prevent compacted soil. Get a hand aerator for average lawns and punch tiny holes in the soil. For bigger lawns, power aerators are available. After aerating, cover the lawn with a top dressing of sand, topsoil or finely ground compost to keep the soil loose and reintroduce beneficial microbes.
- Mow properly. Cut up to twice a week. And avoid giving your lawn a buzz cut. Removing more than a third of the grass blade can shock the plant. Also, raise the mower a bit during hot, dry spells. And vary the mowing route. Don't cut along the same row week after week.

For more information go to: www.beyondpesticides.org

For safety's sake

CUPE/CALM

A recent poll sponsored by the Canadian Union of Public Employees shows the public would reject a bid by the airline industry to allow certain flights with full passenger loads to fly with up to 25 per cent fewer flight attendants.

Most of those polled considered plans to cut cabin crews a compromise to passenger safety and security. "The airlines say they wish to maintain competitiveness by cutting operating costs," said CUPE national president Paul Moist. "But it is Transport Canada's role—and its overriding responsibility—to ensure that the safety of passengers is never compromised. This study clearly shows that voters agree that safety must come first."

Airline executives also say such changes would bring Canada's aviation regulations in line with those in the U.S. Currently, Transport Canada regulations require one flight attendant for every 40 passengers. The U.S. standard is one for every 50. However, Transport Canada's own documents show that such a change would increase risk for passengers. Transport Canada has only released censored versions of these documents.

The poll says

- seven in 10 Canadians want Ottawa to maintain current regulations
- only two in 10 think Ottawa should match Canadian regulations with the U.S.
- about 50 per cent strongly oppose lowering Canada's safety standards to remain competitive internationally
- just nine per cent strongly favour lowering safety standards.

Transport Canada officials now support the cuts even though the federal regulator rejected a similar proposal in 2001 because of safety concerns.



Thank You

As of today June 20, 2006, the members of CEP Local 972 have accepted new collective agreements with their employer Stora Enso, Port Hawkesbury (Nova Scotia).

The executive would like to take this opportunity to thank all who have donated in the form of financial support, moral support, donations in the form of food to picket lines, or any other form of support they provided to our members during the six month lockout they endured.

This support came from other CEP Locals across this country, other unions across Canada and many other other countries, numerous other unions, associations, affiliates, local businesses, local individuals, and our own members who also cared and looked out for one another.

This tremendous show of support will long be remembered.

On behalf of the executive and members of local 972 I would also like to take this time to thank all of our local negotiating members, along with our President Ron Beaton, our National Rep. Don MacKenzie, our VP Atlantic Region Max Michaud, and our National President Brian Payne who all committed their time, patience, and at times made personal sacrifices to be their for our members.

To any of our members who served on any of our lockout committees, their time and professionalism does not go unnoticed. Thank you!

To our membership, what can I say? You are what make this local what it is and should hold your heads high and be proud like I am to be a member of CEP Local 972.

Over the time frame of six months starting with snow blizzards in January, to raining nights in June they walked the picket lines 7 days a week 24 hours a day for what they believed in and in support of executive and negotiating members.

To the spouses and children of our members it has been very stressful on them and we are very proud for their support.

To the communities and businesses affected, again we are very appreciative for their support and patience.

June 20 is the closing of one chapter in our local's history and June 21 is the day we start the healing process.

We have to take the positive approach in moving forward, and remember all the good memories and bonding that took place on the picket lines during the past six months.

I believe our local can come out of this lockout stronger than ever and you the members of local 972 can, and I am sure will make this happen.

**On Behalf of the Executive
Yours in Solidarity!
Tom McNamara
Recording Secretary
CEP Local 972**

Abitibi should invest in Canada first says CEP

July 27, 2006

Abitibi Consolidated's plans to spin off its hydro generating facilities in Ontario into an income trust and then use money raised to invest in the U.S. is being condemned by the Communications, Energy and Paperworkers Union of Canada.

"We have overall concerns about the spin off itself and the potential impact it might have on the paper making side of Abitibi's business," said Cec Makowski, CEP's Ontario Region Vice President. "We intend to raise those concerns in the very near future with senior company management.

"What we find specifically and immediately reprehensible is Abitibi's announced intention to use money generated from its initial public offering of income trust units to invest in the state of Georgia," Mr. Makowski added.

"Our view is that Abitibi should be investing that money right here in Canada instead of closing mills in places like Kenora, Ontario and Stephenville, Newfoundland."

Abitibi has said it will use \$190 million (U.S.) from its income trust spin off to buy the 47.5% of Augusta Newsprint Co. that it doesn't already own.

*(Continued from the cover page ...Raw Log
Exports... Editor.)*

City Councils to take the issue to the Union of British Columbia Municipalities (UBCM) this October. Squamish Council endorsed such a motion last week.

Sinclair dismissed any argument that increases in raw log exports can be attributed to the pine beetle crisis. "This report makes it clear. In 2005, the majority of logs exported were high value species (douglas fir - 55 percent, hemlock - 25 percent, and cedar - 7 percent), not beetle-infected pine."

Steve Hunt, Director of the United Steelworkers echoed the report's recommendation for an increase in the export tax on logs leaving our province. "In the 21st century we should have a vibrant, fully developed forest industry, not simply be hewers of wood. An increased export tax would support more manufacturing and value added jobs here in British Columbia," Hunt said.

"It's not just the lumber industry that is at risk from increasing log exports," stated Dave Coles, Western Vice-President of the Communications, Energy and Paperworkers Union. "Our members in pulp mills know all too well how their jobs are part of an integrated forest industry. Pulp mills are facing a tough time finding reliable chip supplies as more and more logs leave British Columbia."

"Each year, more and more ships are leaving our ports loaded with raw logs. Our members know that shipping value-added products, not raw logs, are better for our province," said International Longshore and Warehouse Union, Canadian Area President Tom Dufresne. "That's why our members are supporting a moratorium on raw log exports and reinstatement of appurtenancy clauses that would make clear that local resources must be tied to local jobs."

Download below a copy of the report, a backgrounder with report highlights or a summary of the report's recommendations. Further links and resources: <http://www.bcfed.com/bcindex> (and follow the links, Editor.)

LOG EXPORT CRISIS IN BRITISH COLUMBIA: A TIME TO ACT

Highlights

- Provincial government data reports that raw log exports between 1996 and 2005 increased by 1,000 percent - reaching 4.7 million cubic metres.
- More than six percent of the annual cut was exported in 2005 compared to less than one percent in 1996. This represents 125,000 logging trucks worth of timber.
- Using the 2005 export figures, the number of jobs lost in the forest industry due to log exports reached 3,300.
- In direct income to workers, the export of jobs from British Columbia costs \$250 million annually in lost earnings to workers living in forest communities.

- Using traditional economic models, for every job created in the direct resource industry, an additional 2.5 jobs are created in suppliers and the service sector. That amounts to a loss of an additional \$625 million from the British Columbian economy.
- In 2005, the majority of logs exported were douglas fir (55 percent), hemlock (25 percent) and cedar (7 percent), not low-value species.
- In 2005 the biggest market logs exported from British Columbia appears to be the United States with 58 percent, Asian countries were next in line with 33 percent of the exports headed across the Pacific.
- From 1997 to 2004, 27 mills closed with 13,000 jobs lost (down from 100,000 to 87,000 jobs).

20 arrested at Canada Post **CUPE/CALM**

Magnifying glasses in hand, members of the Canadian Union of Postal Workers climbed over police barricades outside Canada Post headquarters recently in a bid to search the crown corporation for its "strategic planning" documents.

Dubbed "Operation Transparency," and led by CUPW President Deborah Bourque, about 20 postal workers defied Canada Post and police requests to stay away from the Ottawa building. All were arrested for trespassing and later released.

The documents, kept secret so far, detail plant closures and job cuts to the country's public post office. The union is fighting for transparency, fairness and, at minimum, a chance to be consulted in any decision-making.

Canada Post has already announced plans to close the Quebec City mail sorting plant, with no consultations with workers.

According to Bourque, their campaign calls for "a moratorium on plant and post office closures, the release of strategic planning documents, and a public debate on any plans to reduce, privatize or deregulate our public postal service."

Canadian beer... Not!

The Mixer/UNITE HERE 140/CALM

A large number of traditional Canadian beers including Canadian Classic Labatt's Blue, Nova Scotia's Alexander Keith's India Pale Ale and B.C.'s Kokanee are owned by a Belgium-based company.

InBev was the result of the merger between Interbrew and AmBev in 2004. The beverage behemoth is owner of more than 200 brands of beer according to a recent article published in The Dominion.

However, InBev's Labatts is a political player in Canada, having contributed to the Conservative Party of Canada in 2004.

Grievance Report

Listed below are the grievances currently being processed and their status. If you would like to know more about a particular grievance or if your grievance isn't listed please contact the Chief Shop Steward, Steve Dudra or one of the other Standing Committee members.

At Arbitration

CEP 298 – Nov 12/03 – case #03-21 – Annual notification of Equipment leased or rented coming with operators. **Arbitration July 26 and 27, 2006.**

CEP 298 – Nov 10/03 – case #03-23 – Raincoast Cranes- failure to notify. **Arbitration July 26 and 27, 2006.**

CEP 298 – case #04-56 – Contracting out violation. Contracted out 'emergency' 1700 loads of gravel' replacing the workforce. **Arbitration July 26 and 27, 2006.**

Contracting Out Committee – 2003 to 2004 – case #04-57 – Failure to notify. Heat exchanger tube plug. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

John Miller/Contracting Out – Sept 10/04 – case #04-59 – Letter from Company re: Contracting out notification of change of practice in Stores on the purchase of manufactured shafts. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – Feb 16/04 – case #04-60 – Failure to notify. Contracting out shaft to 101 Industries. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – Aug 9/04 – case #04-61 – Contracting out violation. Failure to notify. Morse taper shaft contracted out to 101 Industries. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – Aug 20/04 – case #04-62 – Contracting out violation. Failure to notify re: stuffing box contracted out to Zanron. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – July 5/04 – case #04-63 – Contracting Out violation. Failure to notify re: drive shaft contracted out to Zanron. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – April 15/04 – case #04-64 – Contracting Out Violation. Failure to notify re: repulper stub shaft assembly. Contracted to Lakelse machine shop. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – Dec 8/03 – case #04-65 – Contracting Out Violation. Failure to notify re: repulper stub assembly. Contracted to Lakelse machine shop. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – June 17/04 – case #04-66 – Contracting Out Violation. Failure to notify re: shaft contracted out to Zanron. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Contracting Out Committee – Sept 20/04 – case #04-67 – Contracting Out Violation. Failure to notify re: shaft to 101 Industries. **On hold pending outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.**

Dino Stamatakis – Mar 4/05 – case #05-18 – failure to accommodate.

Claus Rosner – Apr 8/05 – case #05-26 – unjust discipline.

Warren Berndt – May 10/05 – case #05-37 – unjust discipline.

Contracting Out Committee – Jun 14/05 – case #05-34 – failure to properly notify; TL&T - lighting on the chip piles.

Don Kelly – Sept 16/05 – case #05-41 – improper cancellation of floater.

Mary Murphy – Nov 16/05 – case #05-62 – lost wages for attending JOHS conference.

Dan Belleville – Nov 16/05 – case #05-63 – lost wages for attending JOHS conference.

At Standing Committee

Mark Schumann – Feb 1/05 – case #05-07 – Not replacing a replaceable position.

Contracting Out Committee – Jan 13/05 – case #05-09 – failure to notify. On hold pending grievance 04-001 outcome.

Contracting Out Committee – Dec 6/04 – case #05-10 – failure to notify. On hold pending grievance 04-001 outcome.

Contracting Out Committee – Dec 9/04 – case #05-11 – failure to notify. On hold pending grievance 04-001 outcome.

Contracting Out Committee – Oct 14/04 – case #05-12 – failure to notify. On hold pending grievance 04-001 outcome.

Contracting Out Committee – Dec 28/04 – case #05-13 – failure to notify. On hold pending grievance 04-001 outcome.

Contracting Out Committee – Mar 2/05 – case #05-23 – failure to notify. On hold pending the outcome of annual notification grievance.

Contracting Out Committee – Mar 2/05 – case #05-24 – failure to notify. On hold pending outcome of annual notification grievance.

Ken Fleming – Mar 11/05 – case #05-30 – company not providing training.

Contracting Out Committee – Sept – Oct /05 – case #05-45 – failure to properly notify – ceramic tiles for floor in Engineering.

Contracting Out Committee – Oct 21/05 – case #05-48 – failure to properly notify – #7 digester major maintenance - NDT.

Contracting Out Committee – Oct 20 & 21/05 – case #05-49 – failure to properly notify – #7 digester major maintenance – liquor nozzles and sandblasting screens.

Contracting Out Committee – Oct 20 & 21/05 – case #05-50 – failure to properly notify – #7 digester scaffolding.

Contracting Out Committee – Oct 20 & 21/05 – case #05-51 – failure to properly notify – #7 digester major maintenance – hole watch.

CEP Local 298 – Nov 15/05 – case #05-56 – improper shift change – Jim Harrison.

Jurgen Schiemann – Nov 9/05 – case #05-59 – Duty to Accommodate.

Contracting Out Committee – Sept to Dec /05 – case #05-65 – failure to notify re stocking of janitorial supplies around the mill.

Gary Araujo – Nov 30/05 – case #05-67 – improper shift change.

Derek Smith – Nov 30/05 – case #05-68 – improper shift change.

Contracting Out Committee – May 10/05 – case #05-69 – failure to notify – dry end pulper shaft. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – May 16/05 – case #05-70 – failure to notify – Joy precipitator rapper shaft. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Jul 25/05 – case #05-71 – failure to notify – 3196XL Pump Shaft. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Aug 25/05 – case #05-72 – failure to notify – A151 4140 - HT/250-300 Pump Shaft. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Sept 30/05 – case #05-73 – failure to notify – Stuffing Box, M&D Reactor. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Oct 20/05 – case #05-74 – failure to notify – DWG F-910432-10 Drive SHAFT. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Jul 22/05 – case #05-75 – failure to notify – Plates for Papermill Rolls. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Aug 29/05 – case #05-76 – failure to notify – Bushing, Nut, Gland, Shaft. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Sept 19/05 – case #05-77 – failure to notify – Shaft & Nut, Sleeve. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Sept 19/05 – case #05-78 – failure to notify – Plates custom cut for 423 Fork truck. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Nov to Dec/05 – case #05-79 – failure to notify – Fabrication of top cyclone wear plates. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Nov 7/05 – case #05-80 – failure to notify – Side Plate B-11777 Bingham pump. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Nov 10/05 – case #05-81 – failure to notify – Pump Shaft PSE - 300, Thrust Ring PSE - 300. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Contracting Out Committee – Nov 17/05 – case #05-82 – failure to notify – Wearing ring Pump Z-R500, Shaft 341848. On hold pending the outcome of the arbitration regarding Stores Stock grievance.

Peter King – Dec 2/05 – case #05-84 – not following proper procedures – using non-ticketed individual.

CEP Local 298 – Dec 20/05 – case #05-85 – overtime violation.

Kari Juustila – Dec 14/05 – case #05-87 – seniority – not providing proper training.

Contracting Out Committee – Aug 2005 until present – case #06-02 – failure to notify – Jose pressing sludge at lagoons.

Contracting Out Committee – Nov 14 - 25/05 – case #06-03 – failure to notify – Jose doing excavator work on landfill.

Contracting Out Committee – Dec 28 - 30/05 – case #06-05 – failure to notify – Jose hauling sludge from south side of crane shed.

Contracting Out Committee – Jan 4/06 – case #06-06 – failure to notify – Jose hauling sludge from south side of crane shed.

Jason Smith – Oct 4 – Nov 7/05 – case #06-07 – failure to pay travel expenses for attending first aid course.

Contracting Out Committee – Jan 5/06 – case #06-08 – failure to notify – Jose hauling oversize chips. The Company offered \$500 to resolve but the Union turned it down because the issue is also about the Company using contract firms to reduce the workforce. **Put on hold pending the outcome of another arbitration.**

Wayne Fulljames – Nov 16/05 – case #06-09 – Seniority violation – rate of pay.

Dino Stamatakis – Jan 14/06 – case #06-10 – Article I and others.

Contracting Out Committee – Nov 25/05 – case #06-11 – failure to notify – Assembly of a Vacuum Head including the Micarta.

Grievances at Fact Finding

Contracting Out Committee – Dec 12 - 14/05 – case #06-04 – failure to notify – Jose pulling loader out of dirt.

Contracting Out Committee – January 5th, 2006 – case #06-12 – failure to notify – Jose excavator work on landfill.

Contracting Out Committee – January 11th, 2006 – case #06-13 – failure to notify – Jose at old wood mill site.

Contracting Out Committee – January 10th & 11th, 2006 – case #06-14 – failure to notify – Jose on landfill.

Contracting Out Committee – January 12th, 2006 – case #06-15 – failure to notify – R.S.K. at wood mill site.

Contracting Out Committee – January 18th, 2006 – case #06-16 – failure to notify – 2 Rain Coast Cranes on site.

Contracting Out Committee – January 18th & 19th, 2006 – case #06-17 – failure to notify – Jose excavator on land fill.

Contracting Out Committee – January 19th, 2006 – case #06-18 – Rain Coast crane at toxic pond.

Contracting Out Committee – January 19th, 2006 – case #06-19 – Chinook Scaffold clearing snow on site.

Contracting Out Committee – Dec 2005 to Jan 2006 – case #06-20 – failure to notify – Jose clearing and sorting old wood mill demo area.

Contracting Out Committee – Dec 2005 to Jan 2006 – case #06-21 – failure to notify – TL&T running heat tracing at wood mill demo site.

Case #06-22 Steve Dudra – January 20th, 2006 – Article 1 and others, not paid for additional medical info.

Case #06-23 Wayne Villemere – December 9th, & 10th, 2005 – Over charged for OT when NA.

Case #06-24 Wayne Villemere – On Going – Not being paid to take his Upgrading for 4th & 3rd Class Power Engineer.

Case #06-25 Elvis Resendes – February 7th, 2006
– Failure to pay apprentices with Journeyman Qualifications the Journeyman rate.

Case #06-26 A.J. Nijjer – February 9th, 2006 –
Unjust disciple & suspension.

Case #06-27 Contracting Out Committee –
February 17th, 2006 - Failure to notify sub contractor.
D&J Trucking hauling asbestos from roll shop.
Eurocan offered \$500.00 to settle. COC accepts &
declines pursuing grievance.

Case #06-28 Contracting Out Committee –
February 17th, 2006 - Failure to notify. Tree clearing
around power lines.

Case #06-29 Contracting Out Committee –
February 16th, 2006 - Failure to notify. Viking, civil
work ESP pumping upgrade.

Case #06-30 Contracting Out Committee –
February 17th, 2006 - Failure to properly notify.
Kermode Fuel pumping water out of fuel tank outside
of maintenance shop. Also working on fuel station at
terminal.

Case #06-31 Contracting Out Committee –
February 17th, 2006 - Failure to properly notify.
Hydro Mechanical doing pressure cleaning on kiln
scrubber & vacuuming kiln pit. This was a planned
shut down.

Case #06-32 Contracting Out Committee –
February 17th, 2006 - Failure to notify. TL&T doing
electrical work on ESP pumping upgrade.

Case #06-33 Lucky Bhullar – March 4th, 2006 –
OT distribution not followed.

Case #06-34 Contracting Out Committee – March
3rd, 2006 – Failure to notify. Jose at land fill.

Case #06-35 Contracting Out Committee – March
3rd, 2006 – Failure to notify. Jose at land fill.

Case #06-36 Contracting Out Committee – March
3rd, 2006 – Failure to notify. Jose at land fill.

Case #06-37 Anthony Botrokoff – March 3rd, 2006
– Vacation violation

Case #06-38 Daniel Belleville – March 14th, 2006 –
Stat holiday pay violation

Case #06-39 Local 298 – March 3rd, 2006 – Ship
loaders Bereavement Leave rate of pay.

Case #06-40 Darcy Dawson – March 18th, 2006 –
Not Working to Expectations.

Case #06-41 Mike Holland – March 18th, 2006 –
Not Working to Expectations.

Case #06-42 Contracting Out Committee – March
6th, 2006 – Failure to Notify. Rain Coast Cranes @
North side of Wood mill.

Case #06-43 Contracting Out Committee – March
8th, 2006 - Failure to Notify. PG Hydro @ Truck
Scales.

Case #06-44 Contracting Out Committee – March
9th, 2006 – Failure to Notify. Rain Coast Cranes @
Hog pile.

Case #06-45 Contracting Out Committee – March
14th – 16th, 2006 – Article 1 & Others. Jose
Excavator on Landfill.

Case #06-46 Contracting Out Committee – March
28th, 2006 - Failure to Notify. PG Hydro @ East side
of Pulp mill Breezeway.

Case #06-47 Contracting Out Committee – April
3rd, 2006 – Failure to Notify. Rain Coast Cranes @
Chip Tipper.

Case #06-48 Contracting Out Committee – April
10th, 2006 – Failure to Notify. Jose Excavator @
east side of Landfill Berm.

Case #06-49 George Schibli – April 12th, 2006 –
Denied Family Responsibility Leave.

Case #06-50 Corey Mitchell – April 20th, 2006 –
Scheduled Over Time Violation.

Case #06-51 Corey Mitchell – April 26th, 2006 –
Over Time Violation.

Case #06-52 Kevin Hamilton – April 21st, 2006 –
Over Time Violation.

Case #06-53 Contracting Out Committee – April
29th, 30th, 2006 – Failure to Notify – 101 working on
#3 Digester on the weekend. Contract was for 8 hour
days with no Overtime.

Case #06-54 Ralph Bartel – April 18th & 19th, 2006
– Article 1 and Others. Floater pay.

Case #06-55 Russell Ruff – Feb 14th or 19th?, 2006
- Article 1 and Others – Over Time Violation.

Case #06- 56 Bill Jonkman – May 19th & 20th, 2006
– Article 1 and Others – Over Time Violation.

Case #06- 57 Brian Thompson – May 30th to June 2nd – Article VI and Others. Over Time Violation. Supervisor Kevin McKenzie agreed there was a Violation and recommended Full Redress. June 19th, 2006.

Case #06-58 Russell Ruff – March 17th, 2006 – Article 1 and Others

Case #06-59 Ship loaders – Shutdown – Article 1 and Others

Case #06-60 Ship loaders – May – Article 1 and Others – Scheduling Vacations

Case #06-61 Jason Smith – July 5th, 2006 – Article 1 and Others – Unjust Discipline.

Case #06-62 Contracting Out Committee – 2005 – 2006 – Article 1 and Others – Contracting Out Violation – Failure to pay Code of Ethics

Case #06-63 Contracting Out Committee – 2006 – Article 1 and Others – Contracting Out Violation – Failure to Notify of Sub Contractor. Team (Turbo Generator)

Case #06-64 Contracting Out Committee – April – May 2006 – Article 1 and Others – Contracting Out Violation – Failure to Notify Installation of Vending Machine in Paper mill.

Case #06-65 Contracting Out Committee – April – May 2006 – Article 1 and Others – Contracting Out Violation – Failure to Notify DJ Containers hauling Garbage.

Case #06-66 Contracting Out Committee – May 8th – 11th, 2006 – Article 1 and Others Contracting Out Violation – Failure to Notify Kitimat Iron Installation of Temporary Elevator for Steam Plant.

Case #06-67 Contracting Out Committee – May 18th, 2006 – Article 1 and Others Contracting Out Violation – Failure to Notify CN on site.

Completed Grievances

CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items which used to be made and/or repaired in the Eurocan Shops. Hearing dates March 9 and 10, 2006. **The arbitrator ruled in favour of the Union and awarded \$500 for each occasion Stores**

contracted out the item without notifying the Union for a total of \$7,000.

Work Law

Interim relief important by Charlene Wiseman/CALM

In 2005, Teamsters Local 938 began a campaign to organize employees at the Point Edward Charity Casino, near Sarnia, Ontario. Cheryl Waters quickly became one of the union's key inside organizers.

On May 10, 2005, after seven years of working at the casino, Waters was fired. When she asked why, she was told "no reason."

The casino later claimed that Waters was fired for cause, despite having provided her with a favourable performance evaluation just weeks before. Waters and her union suspected that the employer had a reason for firing Waters that it did not want to admit—her union involvement.

The union filed an unfair labour practice complaint with the Ontario Labour Relations Board. It also filed an application under the OLRB's interim relief powers. These powers allow the OLRB to put employees like Waters back to work temporarily before conducting a full hearing into the labour practice complaint (provided that certain conditions are satisfied).

On May 25, just two weeks after Waters was fired, the OLRB considered and decided Waters application for interim relief. Without making findings of fact, the OLRB was satisfied that there was "an appearance of a causal connection and her organizing activity." It ordered the casino to take Waters back immediately. She returned to work that very evening.

To understand why interim relief can be useful to unions, consider what would have happened in this case without it. Waters would not have stood a chance of being reinstated until the OLRB had conducted a full hearing into the unfair labour practice complaint and issued its decision. This often takes many months—enough time for Waters' coworkers to get the impression that anyone who is caught participating in the union will be fired. Needless to say, this could have killed the momentum of the organizing drive.

If Waters had been fired in 2005 instead of 2006, she would had to wait for a full hearing before being reinstated. The Ontario Labour Relations Board did not acquire the power to order interim relief until the Labour Relations Act was amended in June 2005.

Unfortunately, only some labour boards in Canada have similar interim relief powers. Waters' case is but one example highlighting the importance of interim relief to union organizers.

• Charlene Wiseman practises labour law with Sack Goldblatt Mitchell in Toronto. For more information on labour law issues, visit SGM's website at www.sgmlaw.com.

Court rejects Wal-Mart effort to block Quebec store unionization

(The following article was copied from www.lancaster.com.)

Retail giant Wal-Mart has again struck out in an attempt to prevent the unionization of one of its Quebec stores, this time failing in its application for judicial review of a decision by the Quebec Labour Relations Commission certifying a union at the store in St-Hyacinthe, east of Montreal.

In an April 6 decision, Quebec Superior Court Judge Nicole Morneau rejected Wal-Mart's contention that the Commission had failed to consider the evidence when it decided to exclude from the bargaining unit eight employees that the company wanted included. Wal-Mart claimed that the issue was crucial, because if these eight additional employees had been among those eligible to sign union cards, the United Food and Commercial Workers union would have fallen short of the majority needed to obtain bargaining rights.

Commission defines bargaining unit

Wal-Mart had asked the Labour Relations Commission to include in the definition of the bargaining unit all 208 hourly-paid employees, excluding only the store manager, the assistant managers of the store, the night maintenance manager, the personnel manager and anyone automatically excluded by law. In addition to these agreed exclusions, the union also wanted to exclude department managers, office employees, auto repair shop employees, maintenance managers, special services managers, the head customer service manager, and security employees.

In a January 14, 2005 decision, the Commission denied the union many of the exclusions it had proposed, adding four office employees and 20 department managers to the bargaining unit. However, it excluded the seven auto repair shop workers and the head customer service manager. It rejected the employer's contention that the auto repair workers were indistinguishable from other store employees, and that the head customer service manager was like the five other customer service managers who supervised the cashiers, with no additional management duties beyond coordinating the breaks of the five managers.

With regard to the auto repair shop employees, Commissioner Jacques Vignola found that "there is little mobility between the technicians and the rest of the [employee] group. The automobile technicians can be excluded without difficulty from the requested bargaining unit, without affecting its appropriate nature. They work under different conditions, in a different environment, in a separate location, and their exclusion in no way threatens industrial peace." As for the head customer service manager, Vignola determined that "the customer service managers consider the head manager their superior, with much more power...[This manager] provides the link between the assistant manager of the store and the cashiers, resolves more complex problems, assigns the cashiers...[and] evaluates their performance."

In its application for judicial review, Wal-Mart claimed that Vignola disregarded the evidence in coming to these conclusions, and it maintained that the eight excluded employees comprised the margin of difference between acceptance and rejection of the union.



Commission's decision upheld by court

In dismissing the application for judicial review, Judge Morneau ruled that the Commission's decision was not patently unreasonable, the standard of review that both parties acknowledged was applicable. Morneau relied heavily on the earlier February 17 decision of Quebec Superior Court Judge Diane Marcelin in *Compagnie Wal-Mart du Canada v. Commission des relations du travail*, [2006] J.Q. 1472, in which Wal-Mart had likewise applied for judicial review of the Commission's decision to exclude auto repair shop workers from the bargaining unit at its store in Gatineau. Morneau repeated Judge Marcelin's quotation from the Supreme Court of Canada's decision in *U.E.S., Local 298 v. Bibeault*, [1988] 2 S.C.R. 1048, in which the Court held that "[t]he primary criterion is the mutuality of interest of employees in the proposed bargaining

unit. This mutuality of interest is to be determined in light of the similarity of duties performed by the employees, the similarity of wages or methods of computing compensation applicable to employees, the similarity of skills and qualifications, the interdependence or interchangeability of functions and the transfer of employees from one employment category to another."

The judge in the St-Hyacinthe case quoted Marcelin's finding in the Gatineau case that, while there were some similarities between the circumstances of the auto shop workers and those of other employees in the store, "it remains that there are differences, including the location of work, the nature of the work which is different, and the lack of interchangeability among the repair shop and store employees." Morneau emphasized Marcelin's conclusion: "Would I have differently assessed the evidence submitted? Perhaps, but I do not need to pronounce on that because I am hearing not an appeal but an application for judicial review...[The Commission's decision] is not patently unreasonable."

Noting the similarity between the two cases, Judge Morneau dismissed the application for judicial review of the Commission's decision with regard to the St-Hyacinthe store, ruling that "here as in the twin case pleaded before Judge Marcelin, one cannot conclude that the decision of the Commission is unreasonable. There is no basis for intervening."

Does grievance succeed if evidence destroyed? Appellate court splits 2-1

(The following article was copied from www.lancaster.com.)

The Ontario Court of Appeal has quashed the award of an arbitrator who upheld a union's grievance after hearing that the evidence had been lost by the employer.

The case involved a grievance by a parole and probation officer employed by the Ontario Government's Ministry of Family and Children's Services. An investigative report alleged that he was responsible for conflict with colleagues in his home office, but he was promised that no disciplinary action would be taken against him based on the report, and that the report would not be given to an outside consultant, Mediated Solutions, which, it was agreed, would conduct a workplace review. When the consultant recommended that the grievor be relocated to another office, because the working relationship with his colleagues could not be repaired, the officer grieved that this was a violation of the promise not to give the investigative report to the

outside consultant, and of the commitment not to discipline him on the basis of the report.

Rejecting the union's repeated demands for the documents given to the outside consultant, the government disclosed that the consultant had destroyed all the documents it received, as well as 00000 all notes made by those conducting the review. At arbitration, the union submitted that the grievance should be allowed on the grounds of non-disclosure. The arbitrator found that, while the employer had asked the consultant not to destroy the documents and its conduct therefore did not amount to an abuse of the arbitration process, nonetheless the destruction of the documents "irreparably damaged" the union's ability to advance its case. She stated: "Without knowing the full extent of what was relayed to the reviewers, the basis upon which Mediated Solutions made its recommendations cannot be determined. Without knowing the complete basis upon which Mediated Solutions made its recommendations, it cannot be determined whether the employer based its decision to relocate [the grievor] on prohibited information ... [W]ithout knowing the full extent of what was relayed to the reviewers, neither the union nor the employer can have a full and fair hearing on the central issues in dispute. Likewise, this Board will not be able to determine if there was a breach of the settlement and determine the merits of the case."

The Majority View

In a majority (2-1) decision, the Ontario Court of Appeal held that the arbitrator erred in allowing the grievance without hearing all the evidence that was available. Speaking for himself and Justice Eileen Gillese, Justice Robert Sharpe stated: "Inadvertent destruction of evidence can be remedied in a variety of ways. An adverse inference can be drawn against the party who bears the obligation to produce the document or evidence in question... Similarly, the party failing to produce relevant material may be precluded from relying on that or related documents or evidence... No case was cited to us for the proposition that a claim or grievance can be allowed, without hearing all the evidence that is available, on the ground that the responding party inadvertently failed to produce relevant documents or evidence."

This was not a case of deliberate failure to comply with an order amounting to a bad faith attempt to thwart the arbitration process, the majority ruled. "Allowing the grievance on the ground that evidence had been lost was, in my view, an unusual and extreme remedy that cannot be supported on the basis of [the] jurisprudence," Justice Sharpe stated. The result, in the majority's view, was to deny the employer's "natural justice right to present [its] case and have it considered fairly."

Instead, Justice Sharpe observed, the union could have cross-examined Ministry employees and the consultants to determine what documents had been provided to the consultants, and the extent to which they relied on prohibited information, if they did so at all. "In the end, if there remained any significant doubt about whether or not the employer had violated the terms of the settlement by providing the consultant with forbidden information, the arbitrator could have drawn an adverse inference against the employer on the ground that the documents had been destroyed and allowed the grievance on that basis. In my view, it was an error meriting the intervention of judicial review for the arbitrator to leap to the conclusion that the grievance had to be allowed on the basis of lost evidence without hearing all the evidence that was available."

A Dissenting Opinion

Justice Stephen Goudge disagreed. He held that deference should be shown to the arbitration process, and the court should not intervene unless the award was "patently unreasonable." In Goudge's view, the award was in fact reasonable in the sense that it was supported by reasons that could stand up to a "somewhat probing examination." The Ministry was legally responsible for the consultants' destruction of notes and documents, the destroyed material was central to the union's case, there were no other remedies that would cure the prejudice since the material was a critical tool in cross-examination, and it was not unreasonable for the arbitrator to conclude that the alternative of drawing adverse inferences would not completely cure the prejudice to the union.

Phony "fiscal imbalance" undermines federalism

CCPA/CALM

A new study from the Canadian Centre for Policy Alternatives warns that solving the alleged "fiscal imbalance" runs the risk of becoming a downsizing exercise for the federal government.

The study, authored by CCPA senior economist Marc Lee, breaks the fiscal imbalance code. Different definitions of the term fiscal imbalance, in a context of federal-provincial fights over cash and partisan politics, have muddied the waters of the debate.

"The term 'fiscal imbalance' is a loaded one," says Lee. "It is a pejorative term that implies that balance must be restored. But a careful look at Canadian history and other federations worldwide suggests that Canada does not have deep structural problems that need to be fixed."

To date, the issue has revolved around provinces seeking more money from Ottawa. The report warns that, in its current incarnation, more radical decentralization measures could be put on the table due to pressure from influential lobby groups.

"Missing from the story is tax cuts and tax competition," Lee adds. "Provincial governments undercut their fiscal positions through tax cuts over the past decade. The decentralization push hinges around deep federal tax cuts to pay for the elimination of federal transfers for health care, post-secondary education and social welfare."

To maintain public services, provinces would then have to raise their own taxes. Lee argues that this is a mirage because of provincial tax competition, and that the result would be greater regional inequality in Canada. Smaller and poorer provinces would be the losers because they would have to raise their taxes much more to provide public services equivalent to richer provinces.

Although the federal government has not made its position clear, Prime Minister Harper is sympathetic to decentralization.

"Canada is already one of the most decentralized countries in the world," says Lee. "With the small-government Conservatives seeking to appease separatists in Quebec, the ingredients are on the table for a major restructuring of the Canadian federation. The result may be a social fabric that is unrecognizable and greatly frayed."

Rather than decentralization, the study recommends uploading to the federal government some provincial responsibilities that would benefit from a national approach. These could include pharmacare, social assistance and labour market training. If current levels of transfers to the provinces are maintained, uploading would provide a windfall to the provinces that could be used to reinvest in other provincial programs.

"The current federal approach risks neglecting two real imbalances that need to be addressed," Lee concludes. "The first is 'the Alberta problem,' or what to do about revenue-raising imbalances among the provinces arising from resource royalties. The second is the imbalance between both senior levels of government and Canada's cities."

Tax Cuts and the "Fiscal Imbalance" is available at www.policyalternatives.ca

A house divided against itself cannot stand.

This term's origin comes from the bible

(Matthew 12:25). 'And Jesus knew their thoughts, and said unto them, Every kingdom divided against itself is brought to desolation; and every city or house divided against itself shall not stand'.

Special Meeting Report...

Barn Burner in Elk Falls

(The following two articles have been copied from The Broke Beater, CEP Local 1127's newsletter. The articles give some detail of a meeting in which CEP Western Region Vice President Dave Coles and CEP National Representative Bob Hughf attended. The Local had requested their presence in order to explain the CMAW/CEP Local 470 collective agreement with JVDriver and the subsequent agreement with Catalyst to make JVDriver the contractor of choice.

It is obvious that there are a number of union members upset by this arrangement. It will be interesting to see how things develop, especially in the near future. The CEP National Convention is fast approaching, in Vancouver, October 15-19, 2006, and Dave Coles is seeking to succeed Brian Payne as National President and Bob Hughf is taking a run at the Western Region Vice President's position.

The CEP is a strong democratic union and sometimes that means there will be people who don't agree with the position or action others have taken. Democracy allows for a diversity of opinions but also requires its members to work together to collectively achieve its goals. Editor.)

As most of you know we had a Special Meeting on May 23rd with brothers Dave Coles and Bob Hughf in attendance to allow an opportunity to give their explanation for the CEP 470 Agreement to our membership. We had an excellent turn out from our members and I would like to thank everyone who came and expressed their opinions of the Agreement.

Brother Hughf gave everyone an overview of some of the history of contractors and the Code of Ethics in the Pulp & Paper industry. For me it was nice to see that in some aspects both Bob and Dave at least now have a partial understanding of what the Code of Ethics means in our Collective Agreements because it was quite apparent at Wage Caucus they had no idea what the language meant. They certainly did not alleviate any of the concerns from the membership that this deal will have a negative impact on the Code of Ethics.

The feeling from the membership was quite strong that this is bad deal for everyone concerned. There was a lot of frustration over how the deal was developed and the fact that it did not involve any on the Catalyst locals input or opinions. I think it is safe to say given the reaction from all the Catalyst locals that happened intentionally. There was definitely a lot of anger over the potential impact this is going to have on our members from both the trades and labourers. It is nice to see that people are taking the

time to understand the impact this could have on them and the union movement.

Both Dave and Bob explained their positions and reasons for the agreement and tried to alleviate some of our concerns and fears of the whole deal. I don't believe they were able to achieve that as many of our members still believe that the deal is bad for both our local and the trade union movement. Dave consistently answered all of those questions with "I don't believe that but you are entitled to your opinion and only time will tell who is right". He believes the deal is good for our local, the CEP and the union movement and that over time we will all see a benefit from this agreement. I am not so sure and I only hope we all have the chance to still be employed under decent collective agreements while watching how all this develops over the years.

The great thing about the union movement is that we don't always have to agree with what the leadership tells us. If I know only one thing, it's that this local will continue to fight to protect the members in local 1123 & 630 no matter what inferior agreement is signed with any union or non union group. The sad thing is we may not have any friends left in the trade union movement if Brother Coles and Hughf keep undercutting our brothers and sisters in the union movement.

(The following article was written by Ian Simpson, 1st Vice President of Local 1123 at Elk Falls. Editor.)

I too would like to thank all those that took the time to attend the May 23rd special meeting, including Brothers Coles, and Hughf, who were here at the request of the membership to explain their actions and involvement in the "Pulp Fiction Agreement" between JVDriver and CEP 470.

The meeting began with Brother Hughf giving a thorough recount of the history leading up to the development of our Code of Ethics language including a lengthy slide presentation outlining the CEP / CMAW strategy to rid the BC Pulp & Paper sector of CLAC, after which the floor was opened for questions. Speaker after speaker, some more colourful than others, brought up legitimate concerns about the JVD agreement. Won't our maintenance and labouring workforce slowly be replaced by less expensive contract employees? Won't the Company stockpile work for JVD to do on shutdowns? Won't this lead to a travelling road show?

Not to worry, said Brother Coles. "We have a commitment from Catalyst that Article 25 of the CA is unaltered and continues to be in force", the words sliding off his tongue so smoothly, it was apparent he had been practicing this sell job for quite some time. "It's your collective agreement and it's up to you to enforce it", he concluded.

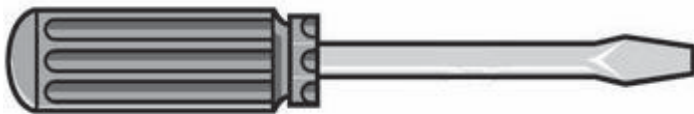
Brother Coles assurances that having JVDriver as the "contractor of choice" would ultimately result in less contracting out rang hollow with those in attendance. "Bullshit" was the response I recall hearing most frequently. Many of the crowd still remember the Company's lines in 1998. "Flexibility won't mean a downsizing of the maintenance workforce, in fact it will result in less contracting out and more work being performed by our own crews". Yeah Right – how's that working out around the province?

Personally, I started to get a little bit of satisfaction when Brother Coles finally admitted that the JVD agreement does have an enabling clause in it. "But, we will only use it to enable up" he said. "It wouldn't make any sense for us to enable down".

Somewhere about half way through the meeting, Brother Coles realizing that there wasn't anyone in the hall naïve enough to buy any of what he'd been pushing started answering questions with "We'll agree to disagree, and then in a few years we'll see who's right".

In the end people stopped asking questions. Coles & Co left town. Some members left, feeling a little better having had the opportunity to vent, but most continued to feel as they have all along, that we've been screwed by our own Union.

One of the only things I agreed with from their presentation was the wording on brother Hugh's final slide which concluded – "It's our work and our future". By that I mean – CEP1123's work and future, not CEP 470's or JVDriver's. Our local is the one certified to perform all the maintenance and repair work on the Elk Falls site and we will take whatever steps necessary to ensure it stays that way. So Screw JVD and to hell with CEP 470.



(Members of CEP are not the only ones who have voiced a negative opinion of this new direction CEP has taken. In last month's **Local 298 Newsletter** was a copy of a flyer sent out by the CEP Western Region entitled **Something New Is Happening!** The flyer explained why CEP was expanding into construction and who CMAW was.

Locally, we have seen how some of the construction unions work; there have been jobs where the trades doing the work aren't properly ticketed. On occasion we have seen welders, millwrights or steel fabricators doing pipefitting. Or there have been machinist and ironworkers doing millwrighting. When we have taken these examples to the various building trades unions all we have gotten is a shrug of the shoulders and comments like "we've all got to eat".

*The following article appeared in **Hard Hat**, the newsletter for the Alberta Regional Council of Carpenter and Allied Workers, and was written by Martyn A. Piper, Executive Secretary. Only the section dealing with the issue of CEP organizing construction workers is reproduced below. Editor.)*

CEP and CMAW Stay Away

The last several months have seen some interesting developments all of which will have some degree of impact or influence on you, your union and the members at large.

In the November of 2005 Canadians went to the polls and elected Steven Harper's minority government which was quite a shift in support considering the Liberal's had held the reins of the Federal Government for some considerable amount of time. There are several ways for us as union members to weigh the pros and cons of this conservative victory. Quite obviously Canadians were fed up with the numerous scandals that had plagued the Chrétien and Martin government's and quite simply chose another option.

Unfortunately for us we had begun to make some serious headway on a number of Federal programs that required attention when the election was called; EI, mobility of construction workers, temporary foreign workers, federal fair wage and universal curriculum for apprentices to name a few. We had also had some success in obtaining grant monies to assist in offsetting capital training costs, all these programs were starting to get some attention by the Federal politicians as a result of concerted lobbying efforts by ourselves and the Building Trades.

The change in Government now requires us to back up a bit and work at establishing new relationships and ensuring our issues get the attention they deserve. It has been well documented that Steven Harper and his Conservative buddies have very little time for unions and their issues, but with a slim minority government they need all the friends they can get so we must leverage what we can while we can and pursue those issues important to our members and their families.

We were able to begin this process recently when the Building Trades held their legislative conference in Ottawa and at which time we met with our own MP's and passed on information to bring them up to speed on our more pressing issues like the importation of temporary foreign workers.

And talking of temporary foreign workers CNRL (Canadian Natural Resources Limited, an oil and natural gas exploration, development and production company based in Calgary, Alberta) appears to be set to bring in their first batch of foreign workers courtesy of China and Zachary a notorious non union

construction company from the U.S. The work they are scheduled to perform is on the tank farm and our first sighting of their advanced crew was when I visited the site several weeks ago. The Communications, Energy and Paperworkers (CEP) have also signed off on the CLAC Division 8 deal, which now means we have CLAC #2 in Alberta. After denials to the Building Trades and the Canadian Trade Union movement that CEP had no intention of working in construction the lure of easy dues money and a sweetheart deal with CNRL was too hard to resist! In league with these new sweethearts is a group of breakaway leaders of the UBC (*United Brotherhood of Carpenters*) in British Columbia, their new alliance is called CMAW; short for Construction, Maintenance and Allied Workers. This infamous group is currently feeling the wrath of their own BC members who across the Province are accusing them of selling out to CEP and signing concessionary sweetheart deals not only in Alberta but also in a number of prominent paper mills in British Columbia. Certain irony to all this when you consider ninety per cent of all construction in BC is non union and the majority of industrial installations here in Alberta which is CEP's traditional jurisdiction are also non union. The deals struck to date are with CNRL and JVD Mill Services a sister company of JV Driver it really does bring a whole new meaning to sleeping with the enemy.

My request of you after reading this short passage is to stay away from CMAW and CEP, tell them how they are compromising your collective agreement, how they have given away our hard earned dollars including double time, tell them they have no business in construction in Alberta, tell them you have pension plan which is solvent and not been reduced by fifty per cent just plain tell them one CLAC is enough!

*(The following article is a combination of two articles; the first part is copied from the June 2006 edition of **The Forward Look**, the newsletter from CEP Local 592 in Port Alberni, and written by Jim VanDusen, President. The second part is copied from the July 2006 edition of **The Broke Beater**, Local 1123. The issue discussed here is an audit/report that the company, Catalyst, commissioned on their business. Editor.)*

It's like paying someone to read your watch – you know what they're going to tell you.

Daryl De Rooy, John Young, Norm Skipsey, Pete Raybum and myself attended the 2-day closing the gap workshop in Victoria. There were approximately

26 people invited from each division to review the findings and have discussions on how to close the gaps reported in the Jaakko Pöyry study. The results of this workshop will be communicated to everyone in the mill in the next couple of weeks. Basically they only focused on two topics, Paper Machine efficiency and how to do a more efficient Paper Machine shutdown on maintenance days. Opportunities around shutdown and lockout, shutdown planning and operational startup were discussed. I think they did get some very good ideas and direction around these items that will help the efficiency of our Machines. And that is a good thing. However, I don't think that there was one idea that they did not already know. Not one suggestion that they haven't already heard from the unions and chosen, for whatever reason, to ignore. They could have accomplished the same thing with a meeting in each mill and saved a ton of money. Much of these ideas were bantered around a few years ago when they had their Operational Excellence Workshop. To spend the kind of money they spent to hear it all again is ridiculous. However, as I was told, if they actually listen and do something this time it was money well spent. I suppose that is true but it is a shame that they have to waste all that money before they will listen and do the right thing. I could have given them a list of far better things to spend their money on.

This, of course, is just the tip of the iceberg. The one key component in the Yakko Poyry study that they are focusing on is that all our mills are over manned in both hourly and staff. The manning levels were mentioned in Ron's talks but were not a topic in our discussions. I don't think it is a surprise to anyone that further manning reductions are coming. Some of their ideas may require a grievance or even arbitration depending how outlandish they are. There has been no official word as to where these cuts will occur; I will make sure everyone is informed as we are notified.

The question was asked about the cost of the Jaakko Pöyry study that was recently done and whether the Company got what they wanted? Russ (*Horner, Catalyst CEO*) felt it worth doing, just to be benchmarked against others. The Company has done its own internal audits for the last few years, but it was time to get an outside group to review and see how close the internal audits have been. It identified strong and weak points of the Company, although there weren't many surprises. He compared it to be like paying someone to read your watch – you know what they're going to tell you. ***The cost – only \$2 million dollars.***

For a Company that's in as poor financial shape as we supposedly are, that a lot to confirm what you already knew!

(The following one page ad appeared in **Hard Hat**, the newsletter for the Alberta Regional Council of Carpenters and Allied Workers.)

BEWARE OF THE SWEETHEARTS

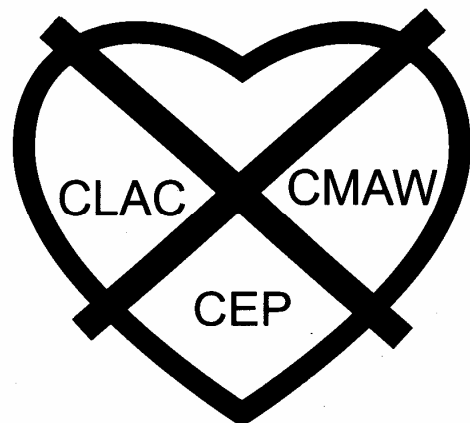
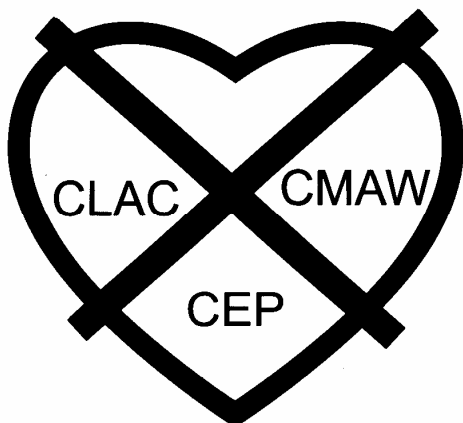
As most of you are aware the construction industry in Alberta is plagued by a number of organizations and entities whose mandate appears to be offering client/owners a cheaper option when it comes to providing labour.

For the initiated, familiar names come to mind such as the Christian Labour Association of Canada better known as CLAC, the two infamous CLAC companies Flint and Ledcor to name a few. Well now we have another group that has joined the ranks of unions of convenience and that is the Communications Energy and Paperworkers. This group in an alliance with the Construction, Maintenance and Allied Workers (CMAW) which is a disenfranchised group from B.C. has signed the CLAC agreement, ignoring the standard Carpenters Provincial Agreement and the terms ratified by you. The long and the short of it all is each one of these groups is undermining hard won gains; double time for example, pension contributions for another. None of these groups can compare with our collective agreements but have lined up at the clients door selling out Alberta tradespeople.

When you initiated into this union you made certain commitments and declarations that are articulated in the constitution that essentially say that you agree not to work against the best interests of the union and its members. The delegates of the Regional Council wish to communicate to you **that if you are found to be employed by one of the aforementioned groups you may be subject to fines or up to and including expulsion from the United Brotherhood.**

At some point we must make a stand against those who want us to work for less and who hide their union card when it is convenient. At a time like this in Alberta it is the working people of our union who must have a share of the wealth they help to create.

STAND FIRM AND SAY NO TO WORKING FOR LESS!





Pictured in the photographs is the CEP Local 298 Executive for 2006. Above, standing from left to right – Steve Dudra, Bill McEwan, Derek Smith, Gary Drake, Dino Stamatakis, and Dave Burrows; seated left to right – Mary Murphy, Don Klie and Paul Wilson. In the photos to the left are Jon Gardiner and Dave Andrews on the right.

President	Don Klie	632-1352	2367	Pipefitter
1st Vice President	May Murphy	632-5201	3451 or 2568	First Aid/Stores
2nd Vice President	Paul Wilson	632-5622		Millwright
Financial Secretary	Jonathon Gardiner	638-0088	3513	Steam Plant
Recording Secretary	Dave Burrows	632-5045	3510	Pulpmill
Inside Guard	Dino Stamatakis	632-7199		Shiploader
Outside Guard	Bill McEwan	632-3183		Lagger
Trustees	Dave Andrews 3yr	632-2932		Instrument Mechanic
Trustees	Derek Smith 2yr	639-3022		Millwright
Trustees	Gary Drake 1yr	632-2905		Lubrication Mechanic
Chief Shop Steward	Steve Dudra	632-3850	2375	Tool Crib

Welcome to New Members

As new members hire on to our mill there is a requirement for them to be initiated into the Union in order for them to become members in good standing. Both Locals 298 and 1127 require this. Listed below are the new Local 298 members:

<u>Member</u>	<u>Department</u>	<u>Initiated</u>
Kevin Hamilton	Raw Materials	----
Colin Taylor	Steam Plant	----
Mika Vossi	Steam Plant	----
Stephen Stone	Electrical	----
Teresa L. Nyce	First Aid/Stores	----
Scott MacGregor	Terminal Warehouse	----
Steven Boudreau	Pulpmill	----
Chris Campbell	Raw Materials	----
Dianna Roth	Welding	YES

The next General Membership Meeting is at 4:30 pm, Wednesday, September 13, 2006 at the Union Hall, 623 Enterprise Avenue. General Membership Meetings are held on the second Wednesday of every month, except July and August, unless otherwise notified.

New members should also be aware of our strike defense fund, also known as The Futura 298 Account. To sign up for this fund members have to open an account at Envision, Snow Valley Credit Union in Kitimat. Once a month, a member has to deposit at least \$50 into the account. Local 298 will add \$8 per month to the account. Once you accumulate \$1000 it gets rolled into a term deposit of your choice with the maturity date no earlier than the end of the contract. You can access the money and interest collected only during the first month after the contract expires, for a month after the start of a strike, a lockout or acceptance of the contract, or if you quit or retire from Eurocan. Otherwise, withdrawing the money prematurely will forfeit all interest earned. For more information on the account please visit the Kitimat Credit Union.

Also, anytime a member, or retired member of Local 298 or 1127 pass away both Locals take up a collection of one hour's card and pay this tribute to the deceased member's spouse or closest relative. This money is intended to assist the surviving family members with funeral arrangements and any other incidentals.

The above benefits are explained in our bylaws booklet.

Notice

For people wanting assistance with their WCB claims, Pat Williams will be providing assistance and can be reached at the Terminal Warehouse First Aid office at

Employee and Family Assistance Program - EFAP

The services of professional counselors are available to all employees of Eurocan through the **EFAP**. Anyone needing psychological or psychiatric counseling, financial counseling or help in any matter can contact the offices of Wilson Banwell in Vancouver, toll free at **1-800-663-1142**.

The Kitimat office is located in Century House at #330 370 City Centre and the phone number is **250-632-5564**.

There is no charge for these services and all sessions are strictly confidential.

If you want advice about these services



Puzzle date: Monday, August 7, 2006



THE KETTLES

By Ginger Davis

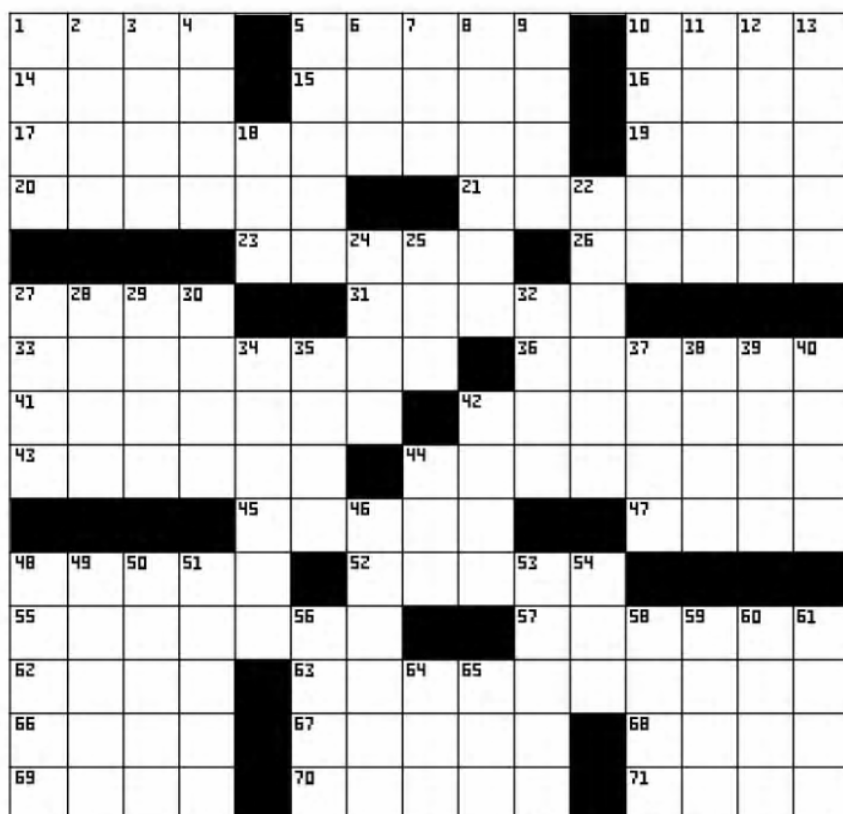
Edited by Timothy Parker

ACROSS

- | | |
|---|---------------------------------|
| 1) Plows into | 42) "The Satanic Verses" author |
| 5) Like some bank accounts | 43) Relishes |
| 10) Small apartments, in ads | 44) Continuous scene |
| 14) "___ Good Men" (1992) | 45) Disguised, for short |
| 15) Turkish title of old | 47) World Series sextet |
| 16) Fortune 500 abbr. | 48) Nasal partitions, e.g. |
| 17) Telepathic, e.g. | 52) Relinquish, as control |
| 19) Type of thermometer | 55) California observatory site |
| 20) Earthquake | 57) Turkish capital |
| 21) Parents in this puzzle | 62) Neighbor of Iran |
| 23) Barrel part | 63) Manuel Noriega, for one |
| 26) Grier in "The Thing With Two Heads" | 66) Ides words |
| 27) To ___ (precisely) | 67) Related to mom |
| 31) Lowest male voices | 68) Ricelike pasta |
| 33) Famous London street | 69) It has a sole |
| 36) Bottom lines | 70) Simpletons |
| 41) Assumption, in an argument | 71) Garden crasher |

DOWN

- 1) Spellbound
- 2) A long way off
- 3) Word with pittance
- 4) Started a triathlon
- 5) Wear proudly
- 6) Kind of chest or paint
- 7) Belief system
- 8) Forms
- 9) Room in a casa
- 10) Inexpensive, in product names
- 11) Henry and Gerald
- 12) Part of a filmstrip
- 13) Spread apart, as fingers
- 18) Anti votes
- 22) Short vocal solo
- 24) Not impotent
- 25) Actor Kilmer
- 27) Computer programs, briefly
- 28) "GWTW" domicile
- 29) Abbr. on a mountain sign
- 30) "Sesame Street" Muppet
- 32) Benumb
- 34) Sister of Moses
- 35) Org.
- 37) Traffic sign word
- 38) First of all?
- 39) Favor one side?
- 40) Famous septet
- 42) More than fume
- 44) Luau offering
- 46) First name among those with famous noses
- 48) Seekers of intelligence?
- 49) Third rock from the sun
- 50) Aristotle's teacher
- 51) Close-fitting woman's hat
- 53) Shoots in the foot, e.g.
- 54) Type of testing
- 56) Followed suit precisely
- 58) Have memorized
- 59) Million add-on
- 60) Level with a bulldozer
- 61) "___ is as good as a wink"
- 64) Grab a few winks
- 65) Lunched or munched

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