



# LOCAL 298 NEWSLETTER

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

Issue #4 Volume #10

cep298@monarch.net

www.cep298.com

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623 Enterprise Avenue  
Kitimat, B.C. V8C-2E5  
Phone: (250) 632-3231  
Fax: (250) 632-2636  
cep298@monarch.net



## Executive Officers For 2006

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

## 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:** .....John Burget, Paul Wilson, Rick  
 Wittmann

**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:

U  
**FOR UNION!**

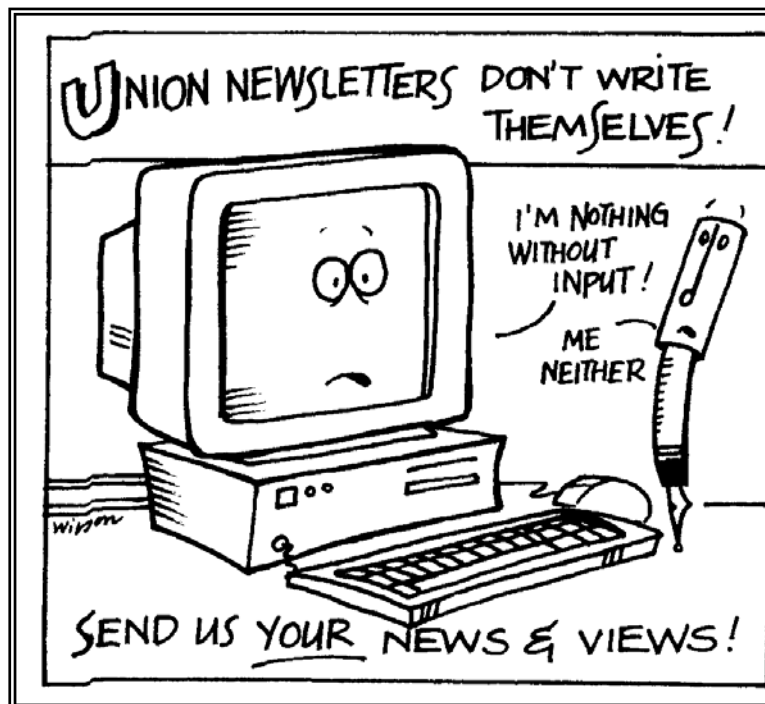
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## Union Office Hours:

9:00 am to 5:00 PM  
Monday to Thursday  
Closed Friday, Saturday  
and Sunday  
Phone 250-632-3231  
Fax 250-632-2636  
Email: cep298@monarch.net

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Editor: Don Klie



**Deadline for submissions  
For August 2006 Newsletter  
August 11, 2006**



## President's Report

# Stick In The Eye!!!

By Don Klie

What does "stick in the eye" really mean? That question was asked by an arbitrator during a hearing regarding some of our union members who had been disciplined for going home on an overtime day rather than being reassigned to another job. I don't recall the exact answer given, but in the context of our contract we need to review the comments that were made regarding the discussions on flexibility during the 1997-1998 contract negotiations.

Often the quote is used when a person settles for something a bit less than desired, such as, "better than a sharp stick in the eye".

But, in our context it was used by a management official saying they were not going to use the stick in the eye approach when apply the flexibility language. And, the Company committed to not practice the "because we can" attitude.

However, over the past few months we have seen the Company using the stick in the eye approach just because they believe they can.

As reported in April's Newsletter, the Company tried to get the maintenance crews to volunteer to do the maintenance on a digester on 10-hour shifts, just so that the Company could avoid incurring banked time.

The Company has long known that the employees will not work overtime in this manner; the Company has on a number of occasions suggested that they were going to work the major maintenance shutdowns on 10 hour shifts. The Union has always given an emphatic no to this proposal.

"But, we have to save on costs," has always been the Company's motive.

And when the employees refused to work the 10-hour shifts the Company then said we don't have enough manning to do the job on straight time and therefore contracted it out. WHY?! "Because we can."

## Stick In The Eye!

The Union has shown the Company time and again how the digesters can be overhauled in an efficient and timely manner. Pulling stunts like this one to try to avoid the dreaded banked time only cost the Company more money.

Then, for the shutdown, most of the employees in the Traffic and Shiploading departments were told that if they wanted to work overtime during the shutdown they would only be offered hole watch duties (also now being referred to as stand by duty).



Everyone was told if they didn't get the training before the shutdown they wouldn't be offered overtime.

The maintenance department management (sensing a trend here?) said it has long bothered them that the Shiploaders or other Traffic employees who were assigned to work with the maintenance crews would be dragged away to load ship or carry out their normal duties thus disrupting the shutdown work. It was explained that anyone could do hole watch and that the Company could simply hire people off the street when they were needed and then lay them off again when necessary. So, if individuals were providing the hole watch on Thursday, but were needed on Friday to load ship, move paper or chips, then the individuals who had been hired for the shutdown could easily replace those individuals; even going so far as to have people waiting at home to be called in for the few days of work.

There is some logic to this scenario and it would be appropriate in some scenarios. However, it didn't make sense in all cases. There are some individuals who are regularly assigned to certain areas and are very familiar with the duties and needs of those areas. Under the one-size-fits-all scenario these experienced individuals were replaced with the casual hire, inexperienced employees. Instead of the tradesmen being able to rely on those experienced helpers they had to get by with individuals who had little or no experience with the duties needed.

All of this occurred very near the beginning of the shutdown leaving very little time for any meaningful input from the Union to try to help the Company manage this problem. Instead, what we got was, "because we can."

## Stick In The Eye!



## The CLAC Attack

And then the most bizarre thing I have ever witnessed during a shutdown occurred – **The CLAC Attack**.

Some weeks prior to the shutdown the Company courteously informed the Union that they, the Company, would be bringing in a non-union company, Triton, to do the repair work on the Power Boiler and in the Limekiln and Re-caust areas. The reason for this was because the Company was unable to find enough union contractor boilermakers to do the both boilers. Later, the Contracting Out Committee would be told that Triton also got the boiler tie-ins for the Turbo Generator/Co-Gen Plant.

We were told/assured that Triton had been used at Hinton, as if that was some sort of way of saying that Triton was a competent and respected contract firm.

A couple of weeks before the start of the shutdown I received a call from our CEP staff representative, Ben Inglis, asking about the non-union boilermakers and informing me that the union boilermakers had just signed their industry-wide contract.

About a week and a half before the shutdown we began to notice a contract firm setting up equipment to do weld pipe and such on the east side of the Papermill near the Co-Gen Plant. It was soon noticed that this contractor was having their employees working overtime and also working the weekend preparing for the shutdown. At the same time our crews were also noticing that there was very little prep work being done by our crews and that there was no overtime being worked.

One of the golden rules the Contracting Out Committee has always followed is that if there are contractors on site working overtime then our crews are working overtime. Whenever our Committee agrees with the Company's notice to contract work out during the shutdown it is contingent on the fact that all of our crews will be fully utilized. Well this time around that didn't happen, and our crews were pissed.

Why did the Company do this? "Because we can"; "there's nothing in the contract that says our crews have to work overtime when there are contractors working overtime."

### Stick In The Eye!!

Something else our members began to notice about the work going on with the Co-Gen tie-ins; not much was happening, and what was being accomplished didn't look very good.

We also found out that the workers didn't seem to know who the union they belonged to was or if they even had union cards.

It all of a sudden began to smell like a **rat**. A call to the Company quickly confirmed that we had a **rat** union, known as **CLAC**, on our mill site.

The Company at first claimed they were unaware that Triton was using CLAC workers, but they were quick to point out that the Code of Ethics clause was not being violated. "A contractor will not be allowed on the mill site if it has a current demonstrated practice of crossing legal picket lines". I had to look up the wording in the contract when that issue was raised to make sure it had been quoted correctly.

The Company knew this would be an irritant to the Union, but, "because we can" was their response.

### Stick In The Eye!!

Then on the first day of the shutdown we began to hear rumours of the CLAC ATTACK. Allegedly, there was a fight in a Terrace bar where some union boilermakers laid a whooping on some CLAC workers. The next thing we heard was that Triton was leaving the mill.

How did our members react to all of this? We were very cooperative. We didn't rant and rave at the Company (although we were thoroughly disgusted with them). We didn't put up any pickets lines, information or otherwise (but there were plans). We didn't sabotage any of the work that Triton was doing. We didn't threaten an overtime ban or dog the jobs were assigned to. In fact, some of our workers were raising their concerns to Company officials that all was not going smoothly on the Co-Gen tie-in job, that there appeared to be problems that the Company should maybe look into (the only response our concerned members got was an embarrassed shrug and a forced grin).

Our response to this deliberate slap in the face, this "because we can" attitude, this **Stick In**

**The Eye!!** approach, was complete

cooperation with trying to get the job done and getting the mill running again as quickly and smoothly as possible. Our crews eagerly took on work that Triton had started and we did our best to get things back on track.

We even agreed and cooperated with having workers from West Fraser's Hinton Pulpmill, and our sister Local 855, come and help us out (and then Eurocan went and put those workers on nightshift – thank you very much – not!). Allowing this went against what many in





the CEP Pulp and Paper Wage Caucus have expressed extreme opposition to.

At the end of this, the shutdown was extended by three days. The startup seemed to go as smooth as could be expected (startups are never smooth at Eurocan). We did have a few scares with dangerous gases and with asbestos during the shutdown but no serious injuries or lost times.

At the recent Standing Committee meeting the Union wanted to hear what the Company's official version of the Triton experience was. There have been a lot of rumours. We had heard that Triton had walked off the job because of the CLAC attack; we had also heard that Eurocan kicked Triton off the site because of bad workmanship. *(To some, it seemed incredulous that CLAC would walk off a job because of an alleged fight; these guys are used to being escorted onto worksites with armed guards or police, they're used to going through legal picket lines in armoured buses. It seemed more credible that Eurocan had picked up on their incompetence and forced them off the job. This is exactly what happened on a job in the Papermill, when a contract firm began to show that they didn't have the expertise to do the job, Eurocan fired them off the site and got another contract firm to do the work – supposedly, the replacement contract firm ran into the same difficulty the original contractors had.)* We had also heard that someone who had worked at Hinton and had experience with Triton had written a 13 page memo describing their inefficiencies and had recommended that Eurocan not use them. But, we were told, emphatically, that Triton had walked off the job, but, that they might be back in the future. And, we were told time and again the Triton was used on numerous occasions at Hinton, as if that was the gold standard or something.

## Epilogue

At Standing Committee we were told that Eurocan would be taking Triton to court for walking off the job and that it was unlikely they would be used on site again.

On the digesters, as reported last month, the Company finally did agree, after trying to contract out the work, that our crews would be doing the work and they would be offered 12 hour shifts.

During the shutdown, some of the Shiploaders who hadn't volunteered to work as hole watch were offered overtime work.

We are hopeful that the Company will in the future look at the cooperation they got from the employees during these sordid affairs and be more cooperative themselves.

## Be Careful What You Inhale

As mentioned earlier, during the shutdown there were at least two major incidents involving asbestos. The first incident occurred when **101 Sheetmetal** was removing some roofing material from the roof of the 2-Day Warehouse. Even though the contractor had written up and sent to the WCB specific written instructions on how they were going to do the job, it was found that the workers were not following those job procedures. At one point the contractors were cutting the roofing material with a power saw, dust flying everywhere, and then throwing the material down a chute to the ground below without properly wrapping it in plastic. The WCB temporarily shut the job down and issued orders against the contract firm and the supervisor.

Interestingly, the WCB only by chance came in to check on 101. The reason they gave for doing the spot check was the fact that 101 wasn't usually involved with asbestos removal. The WCB just wanted to make sure that 101 not only wrote up the proper procedure but also had a good practice of following those procedures when actually doing the work. As with many cases the WCB investigates, the supervisor was the one who received the most criticism, not the Company which is supposed to set the standard and ensure that all of its employees are following that standard.



Needless to say it shouldn't have happened. *(However, a number of times employees have noticed 101 or other contract firms doing jobs that would seem to violate Eurocan safety procedures. Usually, when we raise the issue with the appropriate Eurocan official we are usually told that the contractor*

has submitted the work procedures to the WCB and it has all been approved. I think after this affair, we will be calling the WCB on every occasion that we think that a contractor is doing things that aren't quite right.)

In the Steam Plant there was a certain amount of hysteria caused when it was found that several people were possibly exposed to asbestos dust. The work in that area was suspended for about a day while the investigation and clean up proceeded.

And then we had the:

## ***GAS ATTACK!!***

During the shutdown there was a new policy announcement out of the Safety Office. Jack Patrick issued a new procedure to be followed when our gas alarms go off. Although the document didn't actually talk about the gas alarms going off it was titled **Foul Gas Releases**, it did discuss our emergency response protocol for responding to foul gas releases.

And, in case anyone missed the announcement, or the intent of the message like I did, the procedure to follow from now on when a gas alarm goes is to vacate the area, report to your supervisor for a head count and make sure the proper authorities are notified so that the ERT can be called into sweep the area and determine if it is safe for others to return to the area to work in. No one is to enter the area, except for the ERT, until the area has been determined safe. It will probably take a few weeks or months before people begin to really understand and respond according to this policy/procedure.



Recently a 90 page report was released by the Pulp & Paper Industry Advisory Committee. The report was the result a consultative process with input from business, government and union leaders as well as key industry experts from the consulting sector. Russ Horner, President and CEO of Catalyst Paper Corporation, was the chairperson of the committee which included Dave Coles, CEP Western Region Vice President, and Hank Ketcham, Chairman of the Board, President and CEO of West Fraser Timber Company.

Horner wrote in a memorandum to the BC Competition Council (*the following quotes have been edited from the actual memorandum; Editor*), "Pulp & Paper is an essential component of the overall Forest Industry in BC: the production of both Wood Products and Pulp & Paper is required to extract full value from the forest resource in an economically and environmentally sustainable fashion This relationship is in jeopardy due to the industry's current state of decline The industry is drawing down its capital base and does not have access to the capital required to re-invest and re-build, The coastal pulp industry is in near term crisis and the interior chemical market pulp industry, while stable in the near term, is not sustainable over the long term in its current form."

"The Pulp and Paper industry in Canada is facing the most severe economic conditions in its history. The Pulp and Paper sector is better characterized as secondary and tertiary manufacturing, rather than forest products. It is a heavy industry sector which happens to depend almost exclusively on the forest sector for its raw materials. Like the rest of the manufacturing sector in Canada, Pulp and Paper has been devastated by the appreciation in the Canadian dollar over the past few years. The impact of this appreciation has been aggravated by substantial increases in energy costs both directly and through increased chemical and transportation costs. With over 85% of the industry's output exported, high transportation costs put BC's industry in a weak position relative to domestic producers in export markets: both infrastructure issues and associated costs have negatively impacted the sector."

"There are two primary production/process systems in BC, one based on chemical pulping (kraft, sulphite) and one based on mechanical pulping. As with the solid wood sector, there are distinct differences between the coastal and interior industries."

"The committee had great difficulty in resolving the issue of government support and subsidy. We generally feel that government should not interfere directly with individual companies, but rather should follow a guiding principle of even handed improvement in the hosting conditions and reduction of the social rents paid by the industry. However, it is clear that virtually every new installation in the global

pulp and paper industry has been initiated by some form of government support and/or subsidy. It is also clear that other jurisdictions, both outside and inside of Canada, are offering support in order to maintain employment (at the expense of regions that do not provide such support). As long as other jurisdictions interfere in the marketplace, we will be at a disadvantage and should not expect to see reinvestment."

"The key recommendations of the committee follow:

- Ensure the viability of the wood products sector.

Pulp and Paper and Wood Products are highly interdependent, and we support the recommendations of the Wood Products IAC. Without a viable and low cost Wood Products sector on the coast and in the interior, the Pulp and Paper sector will not survive: this is a fundamental issue that cannot be overemphasized.

- Ensure the sustainability reputation of the forest industry. Without broad recognition and acceptance of our environmental performance we will not be able to sell in our global marketplace.

- Reduce the costs of the industry by reducing the social rents paid by the industry. The provincial government has substantial control of our hosting costs in the province (i.e. PST, Municipal Taxes)

- Improve the regulatory and cultural labour climate in British Columbia. B.C. has a commodity mind set which makes disruption of our systems and operations acceptable. If our future is to include customized, value added products such as printing papers, then we can no longer accept an environment where labour disruptions such as those experienced in the past continue.

- Improve government knowledge of the industry. While there are volumes of information on the solid wood sector in BC, there is an almost complete lack of well documented information and only a weak understanding of the Pulp and Paper industry within government and its various ministries. It is recommended that a more thorough economic and technical review of the industry be conducted to fill this gap.

- Encourage healthy consolidation. Do not intervene to prop up non-viable assets and encourage the federal government to review its policies which interfere with the ability of the industry to consolidate. A positive future will require companies of sufficient size to make the substantial capital investments required."

From the executive summary: "The Pulp & Paper sector is generally assumed to fit within the general description of the forest products industry in British Columbia and, for a variety of historical and corporate structure reasons, has largely fallen under the shadow of the solid wood sector. This has created an environment in which the contribution and issues of

the sector are largely misunderstood by government and stakeholders.

The industry is one of the most capital intensive industries in BC and employs more capital than the solid wood sector. This capital intensity requires near-continuous operation which creates the appearance of stability to the outside observer; hiding the fact that the industry is facing significant challenges.

Pulp & Paper is one of the primary drivers of the B.C. economy; many small communities are heavily dependent on individual mills. These mills directly employ 11,400 province-wide, paying compensation and benefits of \$870 million per year. A major employer of technical workers and university graduates, the industry is ranked third in the province in weekly employment earnings. The industry is one of the major exporters in the province with sales of \$6.9 billion per year.

The industry invests \$200 million per year in capital and is one of the largest customers of the high technology industry in BC.

The Pulp & Paper industry was largely created by the solid wood sector to use the waste products from the sawmilling industry. To this day the sector's raw material base is the by-products of the sawmilling sector in the form of bark, sawdust and chips. Pulp & Paper mills also consume logs of too poor a quality to manufacture solid wood products. In effect the industry is one of the first waste product recycling industries; creating value from waste streams which would otherwise be environmental liabilities. While the Pulp & Paper industry consumed 47% of the wood harvested in BC during 2004, harvesting of trees directly for Pulp and Paper manufacture in B.C. is generally uneconomic.

The solid wood sector has become heavily dependent on the Pulp and Paper sector as a source of revenue. The income from sales of residual chips represents 25 to 30% of a typical sawmill's income. At the bottom of the economic cycle this income from chip sales is essential to maintain the economic viability of sawmilling.

The industry has been in a state of decline for almost two decades with the last major investment taking place in the 1990's. Since 1995 the industry has disinvested over \$1.2 billion and has continuously shrunk both in terms of production and employment. From a peak of 24,200 employees in 1995, direct industry employment has declined 50% to 11,900 in 2004.

### **Summary Conclusions**

Pulp & Paper continues to be a vital component of the forestry industry in BC. Alternative uses of the large volume of by-product fibre produced by the solid wood sector such as biomass energy do not yet



*approach the value generated by Pulp & Paper. Although Pulp & Paper adds considerable economic value to the fibre it consumes, the industry is drawing down its capital base as there is not economic justification for significant investments. BC must rebuild conditions for the industry's long term success, thereby allowing a turnaround and rebuilding of a sustainable Pulp & Paper industry.*

*Under the status quo conditions for the industry, uncoated and coated mechanical Printing Paper production is sustainable but requires improvement in Return on Capital Employed (ROCE) to attract the capital required to significantly upgrade existing assets. Stimulatory measures in other jurisdictions that prevent capacity closures and artificially support upgrade investments are a major risk to mechanical printing papers in BC. Chemical market pulp on the coast of BC is not sustainable and is in near term crisis; capacity on the coast must be reduced and the remaining assets significantly renewed if they are to successfully compete in the global marketplace. Chemical market pulp in the interior is stable in the near term but is not sustainable long term due to the inevitable reduction in fibre availability post- mountain pine beetle. Interior pulp ROCE, while superior to the coast, is inadequate to motivate significant asset renewal in the region. As with mechanical printing papers, stimulatory measures in other jurisdictions that prevent chemical market pulp mill closures create a risk of closures of BC capacity in excess of what is required to balance the industry."*

Anyone wanting a full copy of the report can simply email me at [donklic@telus.net](mailto:donklic@telus.net) and I will forward a copy to you or you can drop into the union hall and ask to have a copy printed up.

## ***Call it what you want, it's still not a "universal child care plan"***

Update/OSSTF/CALM

Federal Finance Minister Jim Flaherty might call it a universal child care plan in his budget speech, but his government's decision to cancel the federal-provincial agreements on child care funding to give families \$100 per month (pre-tax) for each child under six is anything but.

Kira Heineck of the Ontario Coalition for Better Child Care said, "The fact that the government insists on calling their plan universal child care is insulting. There is nothing universal about a taxable income supplement that does not even need to be used for child care. It will not create a single new space in Canada and it will not allow a single family in Canada to afford the cost of high quality care."

Or as Jeffrey Simpson of the Globe and Mail put it, "you can't claim ...\$4-a-day per child is a plan or even part of a plan for something called child care."

The second part of the Conservatives' plan" is no better. The budget promise of \$250 million beginning in 2007 to create new child care spaces is not only \$1 billion less than the commitment made by the previous government, but Minister Flaherty admitted in his speech that his government has no plan for creating those spaces. Instead, they, "will work together with governments, businesses and community organizations to develop a plan."

Work together? To develop? It certainly does not mean that Ontario families will be getting back any time soon the 11,000 new spaces that were lost when Harper cancelled the federal-provincial agreements.

The only ray of hope over the past few months as Stephen Harper unveiled his dismal plan has been that child care has become one of the hottest topics on the political agenda. Advocates have come forward from all over the country to urge Harper to honour the federal-provincial funding agreements that had been negotiated.

City councils, school boards and a provincial legislature have passed motions; union and political activists have organized lobbying and letter-writing campaigns, educators have spoken up about the vital importance of the early learning experience; and economists have pointed out supporting child care is just good common sense and will strengthen our economy.

Even Catherine Swift, President of the Canadian Federation of Independent Business and member of the C.D. Howe Institute has pointed out the folly of the Harper plan to use tax incentives to encourage businesses to create child care spaces. "It's just not practical," she said.



THE CRITIC

## First Vice President's Report

## ***CONFINED SPACE - POTENTIAL DANGER***

By Mary Murphy

The Canadian Society of Safety Engineers (CSSE) Conference was held in Kitimat June 8th and 9th, 2006 and proved to be a very informative safety conference, which once again was a great success.

Opening addresses by Kitimat City Councilor Linda Campbell, and CSSE Vice President, Jim Hopkins, provided the stepping stones for the two day conference.

The second day, Paul Henning opened the conference speaking about Alcan's statistics around safety, measuring, comparing and the most important issue to Paul, "people", and maintaining their health and safety. Alcan has been very successful in attaining 2,000,000 man hours without a lost time accident; pretty impressive for a high hazard industry. He went on to say that they have injuries which were serious and some incidents with potential to be of a serious nature. Alcan has been successful in managing the injuries, by returning the person to work, on modified or regular duties. So, Alcan has been successful in controlling the injuries. He discussed the importance to reporting injuries and near misses and putting appropriate prevention actions in place. Prevention and early recognition/intervention is important in maintaining an accident free environment. This also facilitates the goals of Alcan which is striving for perfection. Perfection meaning no one getting injured, and Paul stated that Alcan has a long, long way to go.

We were privileged to listen as Cody McNolty, who spoke of his fathers tough love, and provided insight to what happens when there is lack of resources when dealing with confined areas. Cody, an excellent natural speaker, stated, "...he has always loved an audience", so this was helpful for delivering his message. Cody lost his father to an industrial accident, when he entered a compartment that was oxygen deficient. Cody, along with three other workers tried to rescue his father, all lost consciousness once entering the compartment. One worker who didn't want to enter the compartment, ended up being the only one left, and was able to secure help. He spoke of the rescue, and the aftermath of the incident, to himself, his family, the workers, and the rescuers. He was involved with WCB, in setting up confined space training aids, and travels around sending his message of the dangers of working in confined areas.

Dr. Bruce Campana, hit hard when he spoke of reality in the Emergency Room (ER). He held



nothing back, showing detailed and explicit pictures of the results of unwise decision one may make, either injuring themselves or others around them, by driving while impaired, speeding, ignoring the rules of the road, being inattentive, or just taking risks. He went through detailed treatments, interventions, of ER daily occurrences, right down to informing the families and friends who are waiting for good news, of not too good news, and the possible worst news, and then going on.

Bernie and Sheila Inman together spoke of the ripple effects of an injury. Bernie's message was on the importance of safety awareness, safe work practices and the far-reaching effects of a workplace injury. Bernie's survival of his ordeal, exposure to methane gas over a long period in a confined area, was against all odds. He was in a coma, and not expected to survive. He spoke about the importance of seemingly simple safety choices, and decisions, about complacency and shortcuts and how your choices affect others. He stated that when he married his wife in sickness and in health he certainly took it to the limit. Sheila spoke of Bernie before and after the incident, along with the difficulties faced during and after within the family. As a result of the incident Bernie is a quadriplegic who deals with the decisions made that day and the impact on the people he loves daily.

Attending the conference for central safety was Dan Belleville, Mary Murphy, Patricia Urbanowski, Glen Lawrence, Chris Howe and Mickey Maag. Paul Jeffery from the steam plant attended the conference on his own time.

**Eurocan Volunteer Emergency Response Team**

## *Dedication Buttercup*

Mary Murphy

For over 30 years Eurocan has had a team of volunteers, responsible for the emergency response at the mill. This team consists of volunteers from all areas of the mill, staff volunteers, members of 1127, and members of Local 298. These people take on the responsibility of responding to any issues which may arise, be it safety, fire, exposure, spills, and rescue. And all employees, staff or hourly, have the option of joining this very elite team. I call them elite, because of their level of dedication, to the employees of this mill, by insuring that they are available in case of rescue, in case of fire, or any other emergency which may arise. They are available for your livelihood, (safety, and your paycheck). Before my time, an agreement was reached with Eurocan on how this group of employees would be compensated for their time when responding to an emergency. They are privileged to all agreements under the contract, and when responding to an emergency, they are paid their card rate, unless they are staff, they get no rate (truly volunteers). So, if you are a tradesman, you get trades rate, if you are a labourer, you get labourer's rate of pay. They have their constitution and a way of handling their complaints and grievances, and over the years this has worked very well for them. The only time that this group has had huge issues is when people were forced to become an emergency response member, and the dedication was not there. This is where the traffic supervisors were being forced to attend, and the interest was not there. Hence the volunteer was not really a volunteer, and people who were not interested in doing the job, were not really interested.

The volunteers' format changed over the years to meet their needs, we use to meet every Tuesday night for 2.5 hours and for this, Eurocan paid each member \$18.00, and additional training was available if needed. Out of this money the volunteers donated one week per month into an ERT volunteer account for their social events, and for good and welfare. Most of the time people were sent out for training, and then brought back the knowledge to the rest of the group. On occasion, training officers were brought in to Kitimat for some training at sites around town such as the mill, Methanex or any other area and, we share the costs and resources throughout the community depending on the needs, and what is available. Eurocan recently set up training within the workweek, during regular hours, four hours every second Friday, and for this employees are released from their regular jobs, to attend the training.

When you are a volunteer member of the emergency response team, you carry a pager and have committed to be available for all emergencies, and to respond when the pager goes off. We have set procedures for call outs, the pager will go off stating the type of emergency, and then this is followed by a phone call. There are rules around responding to an emergency, four members must initiate and respond in order to follow proper protocol. There has been a long standing agreement within the union to make accommodations and allowances for these people to respond to emergencies.



This group also gets together whenever there is an event at Eurocan and, on their volunteered time, sets up demonstrations, etc. I can remember a few; the safety awareness days where we demonstrated emergency response skills, had all of our equipment out for viewing, did some high angle repelling with the assistance from the Kitimat Fire Department, safety celebration days where we set up an obstacle course for the children, around firefighting awareness/skills. When they left the obstacle course, they were greeted with a fishing pond and treated to a prize for their participation. The group also put together certificates honoring each little person with an awareness certificate in celebration of their participation. That is some of the dedication besides being there for your well being.

Some issues have come up around the emergency response team, like being called in on vacation, and the 12 hour bylaw. The Emergency response team is privileged to all under the contract, so if they come in on vacation time, they get another day off. As far as I know this has not been an issue, this has happen to me on a few occasions and the payroll office is on top of this issue; I have never had a problem getting an additional day off. When I have called in a member and he is on vacation, he usually asked me do I get another day for my vacation day. As far as the 12 hour bylaw, this affects Local 298 members, and Eurocan supplies relief for these people, once the fire chief or the incident commander notifies the appropriate department. Sometimes this is not feasible, and permission is granted to work beyond the 12 hour

shift. Especially in the case of a trades/day worker who gets called in to deal with an emergency after his/her shift. This has been an issue to some people who feel that they are not getting the same benefits as a response team member, but this is on their terms, no bylaw has or will be broken. If you want the so called benefits, then you have the option of joining the ERT and commit to come in any time, any day for an emergency and benefit from the ERT training offered.

The reason I am putting this article in the newsletter is for information and if you need anymore information speak to one of the emergency team members. September's membership meeting apparently is going to be addressing some of these issues, and I ask you to please attend. I will be away on vacation that month.

And, for the rest circulating all the complaints, continue to be vocal, and who are not willing to lay charges: Suck it up 'BUTTERCUP'.

In Solidarity, Mary

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## *Local 298 Scholarships*

### Bursary Award

I had the privilege of presenting the CEP Local 298 Bursary and Scholarship Awards at the scholarship Award Ceremony June 15, 2006.

The recipient of the Bursary Award was David Madeley, stepson to welder Wes Reay, who will be attending Capilano College in North Vancouver seeking a career in the film industry. David is involved in Judo and has a level one Technical certificate. David maintained a weighted average of 79.066 throughout his high school years. David has contributed 60 volunteer hours. From this experience he has learned to be diligent and work with many people. With his hard work ethics and determination, he is confident that we will see him as a huge success in the Motion Picture Industry. In presenting this award, we wished David every success in his future career.

### SCHOLARSHIP AWARD

The recipient of CEP Local 298 Scholarship Award was given to Samantha Krevenchuk, daughter of Steve and Lana Krevenchuk. Samantha will be seeking a career in the health sciences. Throughout grades 8 to 12 she maintained honor roll status and on the principal's list during grades 9 to 12. She received excellence awards in science, social, math, French and drama. Samantha maintained a weighted average of 93.0667 throughout her high-school years, and volunteered 60.50 hours. In

volleyball she was awarded the most improved player Jr. Girls' volleyball. Samantha was active in the student council, achieving the position of student council's Financial Minister. In her spare time she is a social butterfly, plays soccer, works at subway, and volunteers her time at the hospital, which is not included in her volunteer hours. A well rounded individual, she has also helped organize fund-raising events, held the roll of a group leader, and is an active participant in her church, volunteering 42.5 hours to the Vacation Bible School & PG Youth conference. Samantha believes that education is the key to a successful and meaningful life, and I was proud to present her with an award, one of many she received, to help her in her future successes.

In solidarity, Mary Murphy

## *Women still under-represented in politics*

by Leah Sharpe/The Commonwealth/SNDP

In 1971, CBC journalist Barbara Frum compared female politicians to an endangered species saying, "There are 56 whooping cranes in Canada, and one female federal politician."

In the years that preceded Frum's comment, a great number of trailblazers fought terribly hard to get even one woman elected.

Thirty plus years after Frum's observation, whopping crane numbers have had some modest improvements, but the participation rate of women in Canadian politics continues to hover around 18 to 21 per cent.

Despite advancements of women socially and on the job, women continue to face gender barriers when it comes to seeking political office.

Family responsibilities, financial resources and the generally bloodthirsty nature of politics cause many women to see running for office as unrealistic, undesirable or down right impossible.

Is it that women are not prepared to make the sacrifices required to serve or is that voters continue to be uncertain about where women belong in the political arena? These are not easy questions.

Ways must be found to increase the number of political roles for women and challenge the stereotypes and expectations that diminish the important contributions women make to Canadian politics.

Political parties must identify and encourage strong, passionate and talented women seek political office and get involved in the nomination process.

- Leah Sharpe is president of the Saskatchewan New Democratic Women



## Belleville's Views

# *Things I have noticed lately and thought I would share with you:*

By Dan Belleville

We have received two new trucks before the shut down. I guess saving the colored paper clips has paid off. Just wait till next year when we can afford the boxes for these trucks. With the Co-Gen plant over budget we may have to save more paper clips and use less, "maybe save on the use of staples?"

Another thing I noticed, this year no one is getting a free haircut because the shutdown went under budget. The long hours of planning for the short shut down went out the window even before it started.

There are a lot of upset people at Eurocan because of the camera's being set up by the company, without the unions knowing about them. We have found out there are three cameras but we don't know where the monitors are or who is monitoring the cameras. I assumed management set them up to spy on the contractors they hired in case there was trouble. To me this means Eurocan was asking and expecting trouble before it began. "Preplanning" it. Was this to cover up their poor planning and a way to blame the unions? You say Eurocan wouldn't stoop that low; I wonder because of things that have happen lately.

The Papermill lost an employee because he was fired, for not following orders from the supervisor. I heard it a little different. He said he wouldn't work with a certain person but would with anyone else. The supervisor said if he didn't work with this individual he could go home, so the company escorted him off site so he could go home. To me this isn't disobeying an order, its being given a choice. The employee had been given a transfer to Local 298 three months earlier as a general equipment operator. He was too valuable to be released by the Papermill was their excuse,.....but

let's suspend him during a shutdown and then fire him.....not so valuable now.

So this new policy of Eurocan's is to put someone on a list you don't want here or like and use every nitpicking excuse to get rid of him. The cost of getting rid of someone doesn't seem to matter. But ask for equipment or manpower and the money crying starts.

I asked if there was any equipment we could get from Hinton before they sold the road building section of the company. I was told that Malo looked into it and there was no equipment available. Is it not available or does the Company believe they have a contractor on site that will provide the equipment we need to replace our equipment and the work force too. I believe this problem has to go to arbitration to get settled and, if it is allowed to continue, then it has to be a strike issue come 2008.

We are having relationship meetings to iron out problems between management and the union in different departments. We have been successful in something's, e.g.: increasing manpower in the Steam Plant, more to follow, eliminating the "Y" in progression lines Pulpmill/Steam Plant.... and have helped departments run smoother. Just when you

think we are moving in the right direction, someone in management comes up with ideas which are made just to upset the cart. Examples are nooners, working days to avoid stats, cameras on site, bringing in scab unions and giving overtime to contractors and not us, trying to contract our jobs, landfill, digesters and many more jobs which we can and want to do.....and its all good, " we are saving the two hours banked time", its



all good.

I believe it's not as bad as it was before the strike but I don't believe it's all that great either. And if a few management people don't change their ways, there will be another strike in 2008...so be prepared....I believe that for the most part we can work with management, but the ones that think they must rule with an iron fist should leave. There is no reason we can't work together to make this mill a safe and profitable work site for West Fraser.

**In solidarity,  
Dan Belleville**





### Dear Brothers & Sisters:

On behalf of CEP Local 31X-3, we want you to know that we appreciate your support over these past seven months. It has been a long hard battle with our employer, the town of Northeastern Manitoulin and the Islands (NEMI). They are adamant about breaking the union. They are trying to throw out our contract language on contracting out, managers performing bargaining unit work and scheduling. We have gotten over the winter and are prepared to stay out until municipal elections in November if need be! This municipal council and CAO are determined to break us, but we have a lot of determination ourselves!

Once again, THANK YOU for your tremendous support!

**In Solidarity,  
Steve Arthurs  
Unit Chair, CEP 31X-3  
Little Current, On**

### Dear Brothers & Sisters:

Thank you so much for the lovely photo album and for all the other things that you have helped me with over the years. I highly recommend retirement A.S.A.P. I am enjoying my retirement totally.

**"Cowboy"  
Aka "1/2 Way Hairy"  
Aka W. Dale Harrison**

### Walter finally got away late this morning

Rhoda & I spent more than a week in Kitimat helping Walter (Toye) to sell as much of his personal items as possible before leaving the country. We finished up this morning and he drove away before lunch heading for Prince George & Vancouver Airport next Monday. He is immigrating to Thailand.

We wish him well & good luck in his new environment.

If any of you want his e-mail address, send me a message, & I will send it to you.

### Wilf Butters

### Dear Brothers & Sisters:

Thank you, for the fruit basket and for covering the cost of the television rental while was in the hospital having a whole knee replacement. My knee is working well and I am looking forward to having the second one done.

**Thank you  
Lloyd Hubbard**

### To all my working colleagues and friends,

I would like to take this opportunity to thank everyone for the 34 years I had working with all of you. I would also like to thank you for the great gifts I received.

Thanks also to the social club for the beautiful clock. If you pass me on the hill during my daily walks honk.

**Take care,  
Fraternally,  
Woody Waddell**

### Dear Sponsor:

Kitimat Minor Hockey Association, myself and all of our participants would like to thank you for your team sponsorship in Kitimat Minor Hockey this season. With the support of businesses, unions and service groups we are able to focus on making things happen for the children in our community!

**Yours Truly Jody Craven  
1st Director at Large  
Kitimat Minor Hockey Association**

## CEP reaches \$104 million pay equity settlement at Bell

The Communications, Energy and Paperworkers Union of Canada and Bell Canada have reached a tentative settlement of their 14 year-old dispute over pay equity for 4,765 telephone operators.

CEP President Brian Payne, in a statement released today, said the \$104 million settlement "will

bring closure to one of the longest fought struggles in the labour movement."

CEP filed its claim for pay equity on behalf of the largely female operators, dining service and house services workers in 1992 with the Canadian Human Rights Commission. The case was referred to a Tribunal but has been the subject of extensive legal challenges, including a challenge to the Supreme Court, over the years.

At the urging of the Commission, the parties agreed to mediation late last year. The proposed settlement, covering the years 1993 to 1999, was reached in mediation. Current and former employees affected by its terms will vote on acceptance or rejection at a series of meetings during May and June across Ontario and Quebec. Results are expected in mid-June.

"This is a very good settlement made possible by the strength and determination of CEP members over many years. We think it serves justice and provides fair monetary compensation to our past and present members at Bell Canada," Mr. Payne added.

The settlement provides compensation in three specific categories: settlement money; payment for pain and suffering (tax exempt); and adjustments to pensions.

For instance, an operator currently working at Bell Canada and who worked the full period covered by the settlement will receive \$16,500 in settlement payment; \$6,000 in pain and suffering (tax exempt); and a maximum of additional pensionable earning of \$13,530.

The minimum payment will be \$1,000 to those employed for less than one full year but more than six months.

## ***Higher interest rates not good for working families***

### **CLC/CALM**

Canadian Labour Congress president Ken Georgetti expressed disappointment as the Bank of Canada announced another raise in interest rates.

"In the absence of any signs of mounting inflation, the bank should have acted to maintain the clear benefits of a low unemployment rate. At this time, higher interest rates are not good for working families," he said.

Andrew Jackson, chief economist of the Canadian Labour Congress notes that core inflation is low and stable at 1.7 per cent, that the high dollar is clearly containing any upward pressures on prices, and that wage increases are running at one per cent over the Consumer Price Index, which is well in line with productivity growth.

"The bank says it must act to limit future inflationary pressures, but acting too soon could raise

unemployment. Despite a fairly low national unemployment rate of 6.4 per cent, the youth unemployment rate is still 11.5 per cent. Some regions are still struggling and labour shortages remain quite limited except in parts of Alberta and British Columbia in the skilled trades and in some health occupations," Jackson explains.

Georgetti concludes: "A fairly tight job market is a good thing for workers. It encourages employers to train and to recognize the skills and credentials of recent immigrants. It helps young people entering the job market. It means ordinary workers are getting modest real wage increases for the first time in many years, and it helps ease the major adjustment in the manufacturing and other sectors caused by the near 90-cent Canadian dollar."

## ***Ottawa next, 'No Sweat' activists say***

### **Maquila Solidarity Network/CALM**

Buoyed by the successful campaign to adopt a no sweatshop purchasing policy at the City of Toronto, Canadian no sweat activists are urging other major Canadian cities to follow suit.

The City of Toronto recently passed a no sweat purchasing policy, requiring apparel manufacturers who supply the city to comply with internationally recognized labour and human rights standards. Toronto buys millions of dollars worth of apparel each year.

"We'll be presenting our draft ethical procurement resolution to the City of Ottawa's Corporate Services and Economic Development Committee," says David Calvert of the Ottawa No Sweat Coalition.

"Our city's tax dollars shouldn't go to subsidize unfair labour practices and poor environmental standards. We hope to make Ottawa Canada's next no sweat city," says Calvert.

"Halifax has already pledged to develop a policy this year," said Paulette Sadoway of the Canadian Labour Congress in Halifax. "We'll make sure Halifax is an active partner in the growing movement to end sweatshops."

Vancouver adopted an ethical procurement Policy for city apparel, food and coffee last year. Calgary has also been developing No Sweat policy for procurement.

No Sweat activists hope that an increased number of participating municipalities will allow for collaboration on enforcing standards and investigating complaints.

"With almost 60 cities in the U.S. and an increasing number of cities in Canada adopting fair labour standards for apparel, the ability to enforce these standards is growing every day," says Kevin Thomas, of the Toronto-based Maquila Solidarity Network, who promoted the Toronto policy. "There's strength in numbers."

## Grievance Report

## Flex Training

By Don Klie

Over the past month there has been a proposal being circulated from the Company regarding flexibility training. The proposal was formally presented at Standing Committee and the Union clearly expressed that while it acknowledged the receipt of the proposal it in no way meant that the Union accepted, or rejected, the proposal. The Union requested time to review the proposal with the membership and would comment later.

As proposed by the Company, they have identified a few areas where they would see training being carried out including the welding shop, tin shop and lubrication; this proposal was limited to the mechanical trades, and currently there is not a proposal for the electrical or instrumentation trades. The first to go through the training would be the millwrights that have just finished their apprenticeship and, as proposed, it would be mandatory training for recently graduated apprentices. Once the current group of new millwrights is done their training rotation, which could take more than a year, training would be offered on a voluntary basis to the rest of the journeymen.

Some of the issues raised regarding the training were the ability to pick and choose the training an individual wanted (the list of areas might be too limited) and, why are the junior members of the crew being offered the training first.

At times in the past some of the apprentices received allied training in the various trades, areas that would coincide with the individual's technical training at school. However, it was very inconsistent and, like most of us have seen, the apprenticeship program at Eurocan is not well structured, in that it is a hit and miss affair when trying to coordinate the on-the-job training with the school training.

Another issue with the proposal is the Company's commitment to seeing it through and ensuring that the first ones through it aren't the only ones; this type of training could be very expensive and time consuming, and since this is considered flex training, must be made available to everyone on the crew.



## Whose Overtime Is It?

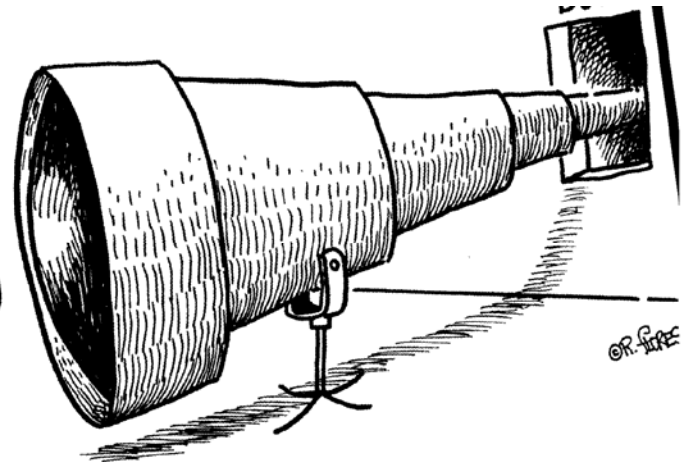
There is also another Company proposal being circulated, this one dealing with a combined call list for overtime. The issue here is, who does the Company call when, after having exhausted the crew call list (e.g.: millwrights, electricians, pipefitters, carpenters, or welders, etc.), what rules should the Company follow. Our contract says that overtime has to be distributed fairly. We have written procedures for the maintenance department on what to do within a particular crew but nothing specific when trying to decide who to call from other areas. The current practice is to call whoever you think might be able to help. But, the principle our contract language follows is that the opportunity for overtime will be distributed fairly.

Currently the Company can call anyone it wants. Should this overtime be tracked? Should there be a more formalized procedure to follow based on the total amount of overtime a person has had an opportunity to work?

On both proposals the Union is looking for input from the floor.

## Who's Spying On Us?

Over the shutdown some of us became aware that there was something and someone spying on us. Before the shutdown the Company informed the



Contracting Out Committee that it would be bringing in a contract firm to strategically install video cameras around the mill to provide surveillance capability in areas that had been a security problem in the past. Unfortunately, the Company did not think of informing the Standing Committee of this, this being a sensitive collective agreement and privacy rights issue. We have requested that the Company, in the future, properly inform the Union when it, the Company intends to raise its level of intrusion into our privacy.

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 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.**

**CEP 298** – Nov 12/03 – case #03-21 – Annual notification of Equipment leased or rented coming with operators.

**CEP 298** – Nov 10/03 – case #03-23 – Raincoast Cranes- failure to notify.

**CEP 298** – case #04-56 – Contracting out violation. Contracted out 'emergency' 1700 loads of gravel' replacing the workforce.

**Contracting Out Committee** – 2003 to 2004 – case #04-57 – Failure to notify. Heat exchanger tube plug.

**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.

**Contracting Out Committee** – Feb 16/04 – case #04-60 – Failure to notify. Contracting out shaft to 101 Industries.

**Contracting Out Committee** – Aug 9/04 – case #04-61 – Contracting out violation. Failure to notify. Morse taper shaft contracted out to 101 Industries.

**Contracting Out Committee** – Aug 20/04 – case #04-62 – Contracting out violation. Failure to notify re: stuffing box contracted out to Zanron.

**Contracting Out Committee** – July 5/04 – case #04-63 – Contracting Out violation. Failure to notify re: drive shaft contracted out to Zanron.

**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.

**Contracting Out Committee** – Dec 8/03 – case #04-65 – Contracting Out Violation. Failure to notify re:

repulper stub assembly. Contracted to Lakelse machine shop.

**Contracting Out Committee** – June 17/04 – case #04-66 – Contracting Out Violation. Failure to notify re: shaft contracted out to Zanron.

**Contracting Out Committee** – Sept 20/04 – case #04-67 – Contracting Out Violation. Failure to notify re: shaft to 101 Industries.

**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 5<sup>th</sup>, 2006 – case #06-12 – failure to notify – Jose excavator work on landfill.

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

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

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

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

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

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

**Contracting Out Committee** – January 19<sup>th</sup>, 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 20<sup>th</sup>, 2006 – Article 1 and others, not paid for additional medical info.

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

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

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

**Case #06-26 A.J. Nijjer** – February 9<sup>th</sup>, 2006 – Unjust discipline & suspension.

**Case #06-27 Contracting Out Committee** – February 17<sup>th</sup>, 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 17<sup>th</sup>, 2006 - Failure to notify. Tree clearing around power lines.

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

**Case #06-30 Contracting Out Committee** – February 17<sup>th</sup>, 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 17<sup>th</sup>, 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 17<sup>th</sup>, 2006 - Failure to notify. TL&T doing electrical work on ESP pumping upgrade.

**Case #06-33 Lucky Bhullar** – March 4<sup>th</sup>, 2006 – OT distribution not followed.

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

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

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

**Case #06-37 Anthony Botrokoff** – March 3<sup>rd</sup>, 2006 – Vacation violation

**Case #06-38 Daniel Belleville** – March 14<sup>th</sup>, 2006 – Stat holiday pay violation

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

**Case #06-40 Darcy Dawson** – March 18<sup>th</sup>, 2006 – Not Working to Expectations.

**Case #06-41 Mike Holland** – March 18<sup>th</sup>, 2006 – Not Working to Expectations.

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

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

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

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

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

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

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

**Case #06-49 George Schibli** – April 12<sup>th</sup>, 2006 – Denied Family Responsibility Leave.

**Case #06-50 Corey Mitchell** – April 20<sup>th</sup>, 2006 – Scheduled Over Time Violation.

**Case #06-51 Corey Mitchell** – April 26<sup>th</sup>, 2006 – Over Time Violation.

**Case #06-52 Kevin Hamilton** – April 21<sup>st</sup>, 2006 – Over Time Violation.

**Case #06-53 Contracting Out Committee** – April 29<sup>th</sup>, 30<sup>th</sup>, 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 18<sup>th</sup> & 19<sup>th</sup>, 2006 – Article 1 and Others. Floater pay.

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

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

## Completed Grievances

**Contracting Out Committee** – Nov 5/05 – case #06-01 – failure to notify – Fabrication of valve test bench. Union accepted Company offer of \$500 to resolve the issue. **Complete.**

**Gary Drake** – Nov 24/05 – case #05-60 – Harassment. **Withdrawn without prejudice or precedence. Completed.**

**Happiness is when what you think, what you say, and what you do are in harmony.**

*Mahatma Gandhi*

## *Signing Your Life Away To Blue Cross*

Below is a copy of the new, Blue Cross, Nexus, claim form authorization statement. It is part of the form you fill out in order to collect benefits on our extended health plan. It is not a contractual requirement for you to sign an authorization

statement for Blue Cross in order to receive your benefits. The Union would suggest and recommend that you cross out or blackout any wording that authorizes Blue Cross to access any of your personal information without you personally sending it to them, or to allow them to share it with anyone. The statement below is provided in its entirety for your information. The statement on the next page is what the Union would suggest you do to it before signing it and sending it in.

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### **EMPLOYEE STATEMENT**

I certify that I have not claimed and will not claim these expenses under any other insurance plan (unless indicated above), and that all information contained herein is correct

I hereby authorize the release of any information or records requested in respect to this claim to the insurer or its agents and certify that the information given is true, correct and complete to the best of my knowledge.

I certify that the information provided on this form is true and complete and that I have not claimed and will not claim these expenses under any other insurance plan (unless indicated above). I understand that the personal information provided herein, as well as any other personal information currently held or collected in the future by my Blue Cross plan may be collected, used, or disclosed to administer and manage the terms of my plan or the group plan of which I am an eligible member or dependent, to recommend suitable products and services to me\*, and to manage my Blue Cross plan's business. For the purposes listed above, limited personal information may be collected from and/or released to a third party. This third party may include another Blue Cross organization, a licensed physician, health care professional or institution, life and health insurer, government and regulatory authorities, the member of any plan under which I am a dependent or another third party.

I understand that my personal information will be kept confidential and secure. I understand that I may revoke my consent at any time, however, in some instances doing so may prevent my Blue Cross plan from providing me with the requested coverage or benefits. I understand why my personal information is needed and I am aware of the risks and benefits of consenting or refusing to consent to its disclosure.

I authorize my Blue Cross plan to collect, use and disclose my personal information as described above.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
(If under 18 years of age, the signature of the subscriber is required)

This consent complies with federal and provincial privacy laws, For additional information regarding your Blue Cross plan's privacy policies, call 1 -888-873-9200.

\* applicable in Atlantic Canada

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*(cont. on the next page, Editor)*

**EMPLOYEE STATEMENT**

I certify that I have not claimed and will not claim these expenses under any other insurance plan (unless indicated above), and that all information contained herein is correct

I hereby [REDACTED]  
[REDACTED] certify that the information given is true, correct and complete to the best of my knowledge.

I certify that the information provided on this form is true and complete and that I have not claimed and will not claim these expenses under any other insurance plan (unless indicated above). [REDACTED]

I understand that my personal information will be kept confidential and secure. [REDACTED]

Signature \_\_\_\_\_ Date \_\_\_\_\_

(If under 18 years of age, the signature of the subscriber is required)

This consent complies with federal and provincial privacy laws, For additional information regarding your Blue Cross plan's privacy policies, call 1 -888-873-9200.

\* applicable in Atlantic Canada

## ***Death caused by 9/11 cleanup***

### **UCS/CALM**

A New Jersey coroner ruled in April that a 34-year-old police detective died as a result of his work at the Ground Zero disaster site in the aftermath of the 9/11 attacks.

According to the New York Times, "the ruling is thought to be the first by a medical examiner linking an emergency worker's death after a long-term illness to work at the trade center site."

James Zadroga retired as a New York City detective in November 2004. He had developed

severe respiratory problems within weeks of ending his work in the smoldering ruins of the World trade Center, where he logged some 240 hours. He died in January of this year of respiratory failure; the coroner's report said his death resulted from "a history of exposure to toxic fumes and dust."

Michael J. Palladina, president of the Detectives Endowment Association, said Detective Zadroga's death should be reclassified as having occurred during the line of duty.

Families of Ground Zero workers have filed a class action lawsuit alleging that more than two dozen deaths were related to exposure to Trade Center dust.



## SOMETHING NEW IS HAPPENING!

The largest organizing campaign in the history of CEP's Western Region is underway and our target is the construction industry. Our goal is to become a dominant player in construction by implementing a new approach to union organizing.

### WHY CONSTRUCTION?

The potential is huge, with more than 20,000 trades people working on non-union job sites across the West.

- Unlike many industrial sectors in which CEP is already established, construction promises strong growth over the next 20 to 30 years, particularly in B.C. and Alberta. It is estimated that the industry will need almost 200 thousand new skilled trades workers over the next decade.
- Construction is labour intensive and has far less potential for automation than most other industries.
- Organizing in construction will give us increasing control over contracting-out of upgrading and maintenance at pulp and paper mills where our members already work.
- A strong presence in construction will increase our ability to organize in other sectors.

### WHAT'S THE PLAN?

CEP has implemented a new strategy for construction organizing:

- We will represent all trades people working on job sites. Traditionally, each trade has been represented by a different union.
- Our "all employees" approach will offer cost savings to construction employers while maintaining and improving the wages, benefits and working conditions of trades people.
- Organizing will be strategically targeted at mega-projects, pulp and paper maintenance contractors and general construction in B.C.

### WHAT IS CMAW?

CMAW is the Construction, Maintenance and Allied Workers bargaining council. It is a joint council of CEP Local 470 and the B.C. Carpenters Union.

- CMAW holds more than 150 certifications with construction employers in British Columbia.
- CMAW is currently a CEP affiliate. A new affiliation agreement is being negotiated that is expected to bring CMAW into full CEP membership this fall. This means their members will pay full per capita dues and will be governed by the CEP Constitution.
- In addition to construction projects where it represents only carpenters, CMAW also holds a number of permanent, "all employee" certifications.
- CMAW has provided the B.C. Carpenters Union with the ability to transfer their certifications to a Canadian union, enabling carpenters to achieve their long-standing goal of gaining autonomy from their parent international union, based in the U.S.



**CAN WE UNIONIZE MEGAPROJECTS?**

Our efforts are underway and have already produced results. CEP has a major role in the construction of the Horizon oil sands project in Alberta.

- Horizon is an \$11 billion dollar development being constructed by Canadian Natural Resources Limited in the tar sands region near Fort McMurray.
- CEP has signed a contract covering up to 700 workers in all trades who will build the extractor component at the megaproject.
- CEP has recently brokered a deal with Horizon and the Quebec labour federation's construction wing (FTQ) that will see hundreds of Quebec tradespeople hired on for the project.
- By organizing workers during the project's construction phase, CEP is better positioned to organize plant workers when Horizon goes into operation. We currently represent about two thousand workers at the Suncor oil sands plant north of Fort McMurray.
- In addition, Edmonton-based CEP Local 777 has organized upgrading and maintenance workers with JVD Mill Services and other oil sands project work.

**WHAT DOES THIS MEAN FOR OUR MEMBERS IN PULP AND PAPER?**

Rather than leaving upgrading and maintenance construction to non-union workers, we have aggressively pursued a strategy that brings the work into CEP.

- CEP Local 470 is now representing trades people employed by JVD Mill Services, a firm that specializes in upgrading and maintenance construction at mills owned by Catalyst Paper Corporation, where thousands of CEP members are operating the mills.
- This gives us "wall-to-wall" jurisdiction over workers at mills in Powell River, Port Alberni, Campbell River and Crofton. Over time, it will reduce contracting-out.
- A new, five year contract guarantees more work and employment stability for our members. It provides better wages and working conditions for tradespeople compared to their previous non-union situation.
- Because of our efforts, more tradespeople will be able to remain in or near their home communities, rather than having to travel to Alberta or other locations to earn a decent living.

**WILL WE BE FIGHTING OTHER UNIONS?**

Just as other unions are free to organize in the paper, energy and communications sectors, CEP has the right to expand in construction. We have targeted non-union workers only and it is not our intent to take members away from any other CLC affiliated union.

**A BIGGER, STRONGER CEP!**

Construction organizing represents a bold new step for CEP. New members with strong collective agreements will bolster our numbers, previously decimated by plant closures and downsizing in our traditional sectors. It will ensure that CEP continues to provide excellent services to its members in the coming decades. Organizing is the life blood of any union and in CEP, our future is bright!



Pictured above are Ron Smith and members of his family who came to the Terminal Warehouse Lunchroom to celebrate his retirement from Eurocan.

## ***Dingwall "resignation" was really firing, arbitrator finds***

*(The following is another example of how the courts treat individuals who have been terminated by their employer without proper notice. This article has been copied from the email newsletter of Lancaster House Publishing. Editor.)*

Although his departure was framed as a resignation, Royal Canadian Mint head David Dingwall was in fact forced out of his \$253,200 a year job last September by the Martin government and therefore was wrongfully dismissed, former Ontario Supreme Court judge George Adams concluded in a binding award that was recently made public. The arbitrator ordered that Dingwall be paid compensation of 18 months' salary and benefits totalling \$417,760 as well as an annual allowance of \$42,010 in lieu of pension.

Formerly a senior minister in the Chretien cabinet, Dingwall was denied support by Prime Minister Paul Martin when he came under

unwarranted attack from the Opposition and the media for improper expenses. In fact, two subsequent independent reviews confirmed the propriety of the expenditures.

Far from having acted improperly during his tenure as Master of the Mint since 2003, Adams noted, Dingwall in fact accomplished a "significant turnaround" at the previously money-losing institution: "During Dingwall's tenure, the business grew by over \$105 million dollars and increased employment opportunities...by almost 200 people." Despite this, apparently because of his close association with the former prime minister, Jean Chretien, who had appointed him to the Mint position, Dingwall experienced "a general lack of confidence towards him" after Paul Martin's team came to power.

Dingwall found his position untenable in September 2005 when Privy Council Clerk Alex Himmelfarb communicated to him that the government was concerned despite his assurances that his expenses were entirely in order. Martin made no attempt to dissuade him when he told the prime minister in a telephone conversation that he saw no choice but to leave his job, and he received a panicked call from Revenue Minister John McCallum,

the minister responsible for the Mint, "berating him" for forcing the minority government to deal with an expense-related issue at such a delicate time.

Adams stated: "Dingwall is a very experienced politician. In light of these conversations and given his association with former Prime Minister Chretien, he now understood there would be no support from the Government regardless of the complete absence of wrongdoing on his part. Indeed, no assurances of support from the Clerk, the Minister or the Prime Minister were forthcoming. No methods of repair or other response were suggested to him. Dingwall was simply told the allegations were 'a problem'. It was apparent that he would be sacrificed (he said 'a bullet was coming') and then he would spend years in court trying to clear his name and seeking fair compensation for an unjust termination as was the predicament of several former colleagues. Given these telephone conversations and the increasing public furor being allowed to build momentum (which the witness described as a 'feeding frenzy'), Dingwall realized he had no choice but to make the best arrangement to leave that he could."

Seeing no way to stay on, Adams found, Dingwall sought to salvage his unfairly-damaged reputation and to minimize controversy for the government and the Mint by taking the "high road" of publicly characterizing his departure on September 28 as a resignation. He did this after negotiating with Privy Council Clerk Alex Himmelfarb, and briefly discussing with Martin, a settlement that was reflected in a draft Order-in-Council. However, the government pressured him to announce his "resignation" prior to that day's Question Period in the House of Commons, before his financial settlement was formally approved. The government then used the "language of his departing letter and the related public announcement" and "the fact of his departure" against Dingwall to deny him the promised settlement payment, Adams held.

Adams held that Dingwall was subjected to "highly coercive" circumstances which left him no choice but to give up his job. He was then denied a financial settlement that he had been promised only days earlier.

In a scathing criticism of the government's treatment of the veteran politician, Adams observed that "[p]olitics as a blood sport may explain [the government's] ...conduct, but it cannot justify its treatment of Dingwall. He had performed his job well regardless of any perceived alliances or the [cause] of his appointment. He was entitled to [the government's] rational support when serious charges concerning his expenditures were made against him. If [the government] was unwilling to provide that support for whatever reason, it was required to effect his termination on equitable terms."

Adams rejected outright the government's contention that Dingwall had resigned rather than face dismissal, holding that "[t]he test for whether a resignation is voluntary is an objective test. The resignation must objectively reflect an intention to resign or conduct which establishes this intention. There must be evidence that the employee clearly, unequivocally and voluntarily resigned...Dingwall has demonstrated that his resignation was involuntary. None of the persons he was dealing with could have reasonably believed he was acting of his own free will." Concluding that Dingwall's resignation was ineffective, because it followed circumstances that amounted to constructive dismissal, Arbitrator Adams ordered that he be paid compensation.

## ***CAN ARBITRATORS GRANT PUNITIVE DAMAGES? IT'S FOR ARBITRATORS TO DECIDE, APPEAL COURT RULES***

*(This article has been copied from the email newsletter of Lancaster House Publishing. Editor.)*

Reversing the Ontario Divisional Court's decision in *OPSEU v. Seneca College*, the Ontario Court of Appeal has held that an arbitration board has exclusive jurisdiction to determine whether it can award aggravated and punitive damages flowing from torts (civil wrongs), such as, in this case, defamation arising from an unjust dismissal. The Court of Appeal ruled that the lower court wrongly reviewed the arbitration board's decision against a strict correctness standard, when a more deferential test of patent unreasonableness was the appropriate standard of review. The arbitration board's decision that the damage claims were inarbitrable was based on the view that the dispute regarding alleged tortious misconduct did not arise expressly or inferentially under the collective agreement. This view was not patently unreasonable, the Court of Appeal concluded. Details below.

### **The Facts:**

A professor at Seneca College in Toronto, Ontario was fired in February 1998, after being accused of sending a number of anti-Semitic letters to a college administrator starting in 1990. Although a 1992 police investigation could not confirm that the grievor was the culprit, a privately retained handwriting expert concluded, six years later, that the grievor was behind the hate letters. However, on May

25, 2000, following the filing of a discharge grievance, a board of arbitration chaired by Pamela Picher unanimously reinstated the grievor with full compensation, ruling that the College's eight-year delay in imposing discipline rendered the dismissal null and void. (For details, see Lancaster's College and University Employment Law News, November/December 2000.)

The union then pressed ahead with a claim on the grievor's behalf for \$5,000 in aggravated damages and \$5,000 in punitive damages, alleging intentional infliction of mental distress, defamation, and discrimination based on union activity. In a decision issued on December 4, 2001 by a majority of the board, Arbitrator Picher ruled that, in this case, the board lacked jurisdiction under the collective agreement to award damages for torts, i.e. civil wrongs, such as defamation and intentional infliction of mental distress, since no clause in the collective agreement "might give rise to an inference that the parties intended a board of arbitration to adjudicate alleged tortious wrongdoing."

### **Divisional Court: Weber puts damage claim in arbitration board's court**

The union launched an application for judicial review of the board's supplementary award, arguing that, since the grievor's tort claims were connected to his unjust dismissal, they arose "either expressly or inferentially from the collective agreement," and accordingly fell within the arbitration board's exclusive jurisdiction pursuant to *Weber v. Ontario Hydro*, [1995] S.C.J. No.59 (QL). The Divisional Court agreed, and ordered the arbitration board to reconsider the union's damage claim.

On behalf of the Court, Judge John O'Driscoll held that, since "the question as to whether the board may or may not impose remedies on the parties is jurisdictional in nature," the issue was a question of law reviewable on the standard of correctness. The board's decision was incorrect, the Court ruled, because "[t]he essential character of the dispute before the board of arbitration was an unjust dismissal and the appropriate remedy therefore." Since "the manner in which the grievor was dismissed gave rise to the allegation regarding defamation and hurt feelings," O'Driscoll ruled, "[t]he collective agreement inferentially included all aspects of the grievance advanced on behalf of [the grievor] with respect to his dismissal without cause, including the claim for aggravated and/or punitive damages."

### **Seneca College appealed the Divisional Court's decision to the Ontario Court of Appeal.**

#### **The parties contest the issue**

The College argued that the Divisional Court erred in law by reviewing the arbitration board's decision on a standard of correctness. According to the College, the main issue before the arbitration board was the arbitrability of the damage claim, not jurisdiction. Accordingly, the College argued, the appropriate standard of review was patent unreasonableness. As the Supreme Court of Canada stated in *Parry Sound (District) Social Services Administration Board v. OPSEU, Local 324*, [2003] S.C.J. No. 42 (QL) (see Lancaster's Human Rights and Workplace Privacy Reporter, September/October, 2003), "[w]here an arbitration board is called upon to determine whether a matter is arbitrable, it is well-established that a reviewing court can only intervene in the case of a patently unreasonable error." Since both parties agreed that the arbitration board's award was not patently unreasonable, the College submitted, the lower court should not have interfered.

OPSEU argued that the Divisional Court did not err in identifying the appropriate standard of review as correctness. Since there was no question that the arbitration board's award was incorrect, the union submitted, the Divisional Court's decision should stand.

### **The Decision:**

The Ontario Court of Appeal unanimously reversed the lower court's decision, ruling that the appropriate standard of review was actually patent unreasonableness, and that the arbitration board's award was not patently unreasonable.

### **Court of Appeal restores arbitration award**

Writing for a unanimous three-judge panel, Judge John Laskin held that the lower court, in determining the appropriate standard of review, "[u]nfortunately" failed to apply the four-step "pragmatic and functional analysis" prescribed by the Supreme Court in *Voice Construction v. Construction & General Workers' Union, Local 92*, [2004] S.C.J. No. 2 (QL) (reviewed in Lancaster's Labour Arbitration News, March/April, 2004). This analysis requires a court to consider (1) any privative clause or statutory right of appeal; (2) the purposes of the legislation; (3) the nature of the question as one of law, fact, or mixed law and fact; and (4) the expertise of the tribunal compared to the reviewing court on the issue in question.

The lower court erred in assuming that the standard of review was correctness because the issue was a question of jurisdiction, Laskin ruled, observing: "Simply because the court labels an issue 'jurisdictional' does not automatically mean that the standard of review of a tribunal's decision on that issue is correctness ... a court's finding that an issue

has a jurisdictional aspect does not obviate the court's obligation to do a pragmatic and functional analysis."

Based on his own application of the pragmatic and functional analysis, Laskin held, "the interplay of the four contextual factors points to a high degree of deference to the board of arbitration's decision." First, he noted, the relevant statute – the Colleges Collective Bargaining Act (CCBA) – does not provide a statutory right of appeal from an arbitration board's decision, and contains two privative clauses, including the "comprehensive" s.84(1), which states: "No decision... [of a] board of arbitration ... shall be questioned or reviewed in any court." This "full privative protection" "points to a highly deferential standard of review," Laskin declared. On the second factor, Laskin ruled that the CCBA's purpose of "secur[ing] a final and binding resolution of workplace disputes ... in a prompt, efficient and cost-effective way" also "points to a highly deferential standard of review."

On the third factor, Laskin held that "the Board was determining a question of arbitrability. It was not deciding a jurisdiction-conferring or jurisdiction-limiting issue in the broad sense. In a broad sense, the collective agreement gave the Board jurisdiction to deal with [the grievor's] grievance. That was not in dispute. What was in dispute was the narrower question, whether this collective agreement gave the Board the jurisdiction to award the specific damages OPSEU claimed." While a board's remedial authority could have both a jurisdictional aspect and an arbitrability aspect, Laskin concluded that in this case greater deference was warranted because the "Board was not ... called on to interpret a statutory provision [as in *AUPE v. Lethbridge Community College*, [2004] 1 S.C.R. 727]. Instead, it had to decide whether a particular collective agreement gave it authority to grant specified remedies for unjust dismissal."

Lastly, Laskin ruled that "the expertise factor also points to a deferential standard of review," because even though the Weber doctrine is "judge-made law," on the application of which judges have expertise, nonetheless "arbitrators must determine the essential character of the workplace dispute and then assess that dispute against the provisions of the collective agreement to determine whether the dispute arises explicitly or inferentially from the agreement. This is the kind of task arbitrators frequently undertake. It is a task they are better qualified to undertake than courts. ... [I]f, as is the case here, a common law principle is linked to a board of arbitration's mandate, and is frequently dealt with by the board, then the board's interpretation and application of that principle ... warrants deference." Laskin concluded that "all four contextual factors ... indicate that the Legislature intended the board of arbitration to decide whether

these parties, through their collective agreement, gave it the authority to award aggravated and punitive damages," and that the board's decision should be reviewed only against a standard of patent unreasonableness.

Applying this standard, Laskin ruled that the board's decision was not patently unreasonable, adding: "Even if the board's decision was incorrect — and I pass no judgment on that question — it had the right to be wrong without interference from a reviewing court." In particular, Laskin opined: "The board had to determine whether the parties intended their collective agreement to give the board the power to award aggravated and punitive damages for tort-like conduct. The collective agreement did not give the board express authority to award these damages ... Moreover, the views of the arbitral community are not unanimous on whether arbitrators do have the power to award aggravated and punitive damages."

In the result, the Court of Appeal reversed the Divisional Court's decision and restored the arbitration board's award. It is understood that OPSEU is seeking leave to appeal to the Supreme Court of Canada.

### Comment:

This decision raises several questions. First, is it now the law that an arbitration board is entitled to deference from the courts in determining whether a matter arises under a collective agreement such that it has exclusive jurisdiction, on an application of the Weber doctrine, to hear the case? How is this decision to be reconciled with the just-issued decision of the Supreme Court of Canada, *Bisailon v. Concordia University*, in which the Court did not defer a Weber determination to arbitration but decided itself that an arbitration board had jurisdiction to decide the (in that case, pension) issue? Again, if an arbitration board has exclusive jurisdiction to decide if the terms of the collective agreement authorize it to award aggravated or punitive damages, how will the existing conflict among arbitrators as to their remedial power be resolved? As the Court of Appeal itself acknowledged, "the question whether standard grievance provisions in a collective agreement give arbitrators authority to award tort-like damages in connection with a dismissal is of general significance to the labour arbitration community." If the courts cannot settle this issue, will the arbitral response depend on the arbitrator you get?

In this regard, while it is true that "the views of the arbitral community are not unanimous on whether arbitrators do have the power to award aggravated and punitive damages," a number of arbitrators have affirmed this jurisdiction, independent of the Divisional Court's now-reversed decision in this case.



For example, in *United Food & Commercial Workers, Local 430p v. Berryland Foods* (1987), 29 L.A.C. (3d) 311, a board of arbitration chaired by Arbitrator Allan Hope held that "we have the jurisdiction to grant a punitive damage award under s.98(a) of the [former B.C.] Labour Code," which stated: "[A]n arbitration board has the authority necessary to provide a final and conclusive settlement of a dispute arising under a collective agreement, and without limiting the generality of the foregoing, has authority to .... make an order fixing and determining the monetary value of an injury or loss suffered by an employer, trade union or other person as a result of a contravention of a collective agreement, and directing a person to pay a person all or part of the amount of that monetary value." In *British Columbia Nurses' Union v. Vancouver Hospital and Health Sciences Center*, [1999] B.C.C.A.A.A. No. 60 (QL), Arbitrator David McPhillips ruled that, based on his review of the jurisprudence, "arbitrators have the power to award punitive damages in British Columbia in the appropriate circumstances ...[and] [t]hat now appears to certainly be the case when a tort is committed." Similarly, in *Eurocan Pulp and Paper Co. v. Communications, Energy & Paper*, [2003] B.C.C.A.A.A. No. 233 (QL), Arbitrator Marguerite Jackson endorsed "the reasoning of those arbitrators who accept that they have authority to award punitive damages" in limited circumstances, as did Arbitrator Rory McDonald in *United Steelworkers of America, Local 7884 v. Fording Coal Ltd.*, [1997] B.C.C.A.A.A. No. 633 (QL).

On the eastern side of the Rockies, in *C.U.P.E., Loc. 1000 v. Ontario Hydro* (1990), 16 L.A.C. (4th) 264, an arbitration board chaired by David Kates ruled that the Supreme Court of Canada's decision in *Vorvis v. Insurance Corp. of British Columbia*, [1989] 1 S.C.R. 1085 recognized "aggravated and punitive damages in appropriate circumstances as a legitimate common law remedy that was open for a court or other forum of competent jurisdiction to apply," and that arbitrators have jurisdiction to award such damages if the employer violated "another substantive provision of the collective agreement that would warrant, apart from the just cause provision, a separate grievance complaint." Following this decision, in *Ontario Nurses' Assn. v. St. Catharines General Hospital*, [1998] O.L.A.A. No. 257 (QL) a board of arbitration chaired by Gerald Charney ruled that "[i]n discharge cases, arbitrators have the jurisdiction to award aggravated or punitive damages if these are founded upon a separate violation of the collective agreement." Similarly, in *Canadian Union of Public Employees, Local 416 v. Toronto (City)*, [2001] O.L.A.A. No. 784 (QL), Arbitrator David Starkman cited *Ontario Hydro* as standing for the proposition that "boards of arbitration have the jurisdictional capacity to award, in appropriate circumstances,

either aggravated or punitive damages provided the conditions necessary for their application have been satisfied, and such pre-conditions include the requirement to demonstrate that there is an independent cause of action."

One final question. How does the decision in *Seneca College square* with the ruling of Arbitrator (later Chief Justice) Bora Laskin in the famed *Polymer* case (1959), 10 L.A.C. 51 — ultimately upheld by the Supreme Court of Canada — that an arbitration board has inherent power to grant damages, and this power does not depend on the inclusion of a specific clause in the collective agreement?

## ***Court rejects Wal-Mart effort to block Quebec store unionization***

*(This article has been copied from the email newsletter of Lancaster House Publishing. Editor.)*

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."

## ***New U.S. security regs blow to tourism***

### **The Mixer/UNITE HERE 140/CALM**

According to a recent report from Tourism BC, about 40 per cent of overnight visitors to B.C. live directly to the south in Washington.

Recent U.S. legislation designed to address border security concerns could have a significant effect on these visitors spending their time and money in Canada when the Western Hemisphere Travel Initiative (WHTI) comes into effect at the end of 2006.

Canadian tourism officials are concerned about the negative effects on the \$1.6 billion tourist industry. High level diplomatic talks that took place during the Canadian-American-Mexican summit at the end of March proved unsuccessful.

According to an article published in the Toronto Star, Prime Minister Harper suffered what "was in essence a diplomatic defeat" in his acknowledgement that this is now U.S. law.

The WHTI requires that all visitors to the U.S., including Canadians and returning Americans, will need a passport or similar document.

The requirement is scheduled to take effect at the end of 2006 for those travelling by air or sea and December 31, 2007 for those returning by land.

A large portion of cross border travel involves travellers who do not hold passports and just the mention of the new requirement in the media last year resulted in a significant drop in visitors to Canada from the U.S. About 72 per cent of all overnight entries into Canada are from the U.S., whether for business or pleasure.

It costs about \$80 to \$100 dollars to obtain a passport in the U.S.—a serious consideration for a U.S. family of four planning a Canadian holiday.

## 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	----

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 (639)-3506 or on his cell at 632-1267.

## 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

For more information about this product, visit [www.ucllick.com](http://www.ucllick.com)



Puzzle date: Wednesday, June 21, 2006

**ACROSS**

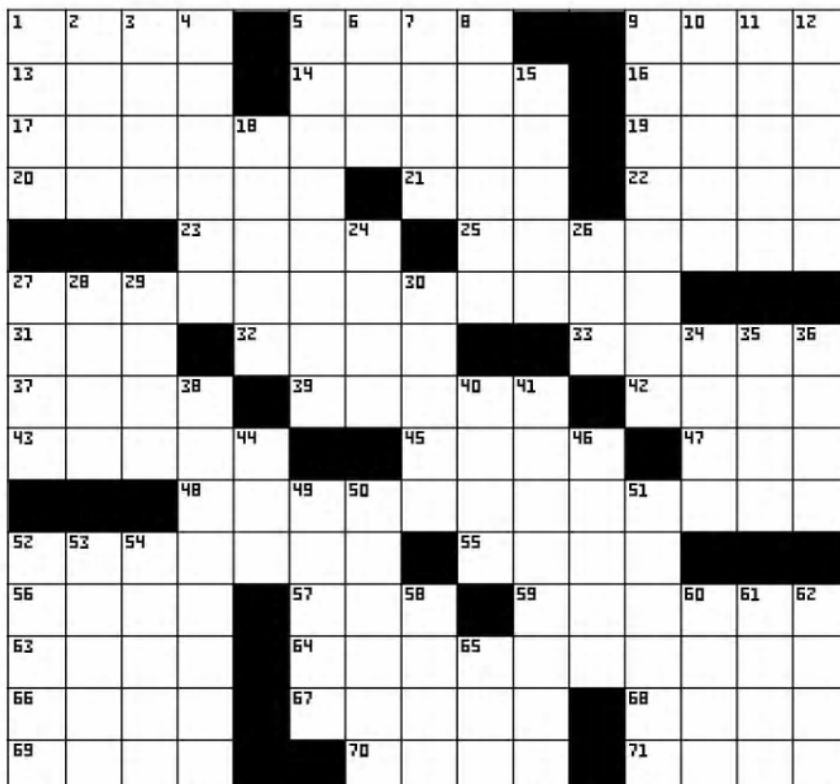
- |                                  |                                   |
|----------------------------------|-----------------------------------|
| 1) Fourth man                    | 42) Within the group              |
| 5) It may be 50 yards long       | 43) Reaches across                |
| 9) Horsemanship                  | 45) Read electronically           |
| 13) Charley horse                | 47) Longstanding                  |
| 14) They may be deserted         | 48) It has a long prehensile tail |
| 16) Maggie Simpson's sister      | 52) Call Cary Gary, e.g.          |
| 17) It feeds chiefly on plankton | 55) Simplicity                    |
| 19) Sainted king                 | 56) More than half of us are here |
| 20) Northern Europe adjective    | 57) Breakfast of centurions?      |
| 21) Vamp's accessory, perhaps    | 59) Abalone abode                 |
| 22) Box office total             | 63) Manipulator                   |
| 23) Unsightly citrus fruit?      | 64) It's a hunting pooch          |
| 25) Unlikely to cheat            | 66) Olympic event                 |
| 27) It has a snoutlike trunk     | 67) April 15th taxpayer, e.g.     |
| 31) Part of TGIF                 | 68) First name in jazz            |
| 32) It may turn                  | 69) Place, as in a tourney        |
| 33) Strike location              | 70) Forswear                      |
| 37) Depleted                     | 71) Stop introducing evidence     |
| 39) Fable offering               |                                   |

**ANIMALS, FRONT AND BACK**

By Edmond Rice  
 Edited by Timothy Parker

**DOWN**

- 1) Cut, as a log
- 2) Sound effect
- 3) "\_\_\_ she blows!"
- 4) Delayed
- 5) Renounce a legal claim to
- 6) Vesuvius output
- 7) Type of foundation
- 8) Sandwich shop offerings
- 9) A fleet of small craft
- 10) Whitman's dooryard bloomer
- 11) Large city of Japan
- 12) Auctioneer's tool
- 15) Pacific ray
- 18) Ice skating figure
- 24) \_\_\_-European (language family)
- 26) Chance occurrence
- 27) "Green \_\_\_ and Ham"
- 28) Grommet
- 29) Comedic Dame
- 30) To the point
- 34) Frenzied
- 35) Grouter's piece
- 36) Circular current
- 38) Caught in a trap
- 40) Farmland unit
- 41) Monastery of lamas
- 44) Relaxing retreat
- 46) Brown-\_\_\_ (sycophant)
- 49) Parting words
- 50) Completely lacking
- 51) More within reach
- 52) Heavy hammers
- 53) Point in question
- 54) Military blockade
- 58) Wagon part
- 60) Ill temper
- 61) Morays, e.g.
- 62) "Curses, foiled again!"
- 65) Start of many countdowns

For more information about this product, visit [www.uelick.com](http://www.uelick.com)

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