



# LOCAL 298 NEWSLETTER

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

Issue #2 Volume #12

cep298@monarch.net

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Getty Photos

***British Columbia's pulp and paper mills are finding the supply of recruits doesn't stack up against demand.***

*(Photo {above} and article {page} courtesy of the National Post. Editor.)*

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## Executive Officers For 2008

|                                      |                  | <u>Tel #</u> | <u>Work Local</u>   | <u>Job Title</u>    |
|--------------------------------------|------------------|--------------|---------------------|---------------------|
| <b>President</b>                     | Mary Murphy      | 632-5201     | 3451, cell 632-1352 | First Aid/Stores    |
| <b>1<sup>st</sup> Vice President</b> | Randy Dobson     | 632-7222     | 3513                | Steam Plant         |
| <b>2<sup>nd</sup> Vice President</b> | Don Klie         | 632-7571     | 2368                | Pipefitter          |
| <b>Financial Secretary</b>           | Rick Wittmann    | 632-7623     | 3466 or 3472        | Electrician         |
| <b>Recording Secretary</b>           | Bill McEwan      | 632-3183     |                     | Lagger              |
| <b>Inside Guard</b>                  | Dan Bellville    | 632-5935     |                     | Pipefitter          |
| <b>Outside Guard</b>                 | Cade Gardiner    | 632-3870     | 3510                | Pulpmill            |
| <b>Trustees</b>                      | Pat Williams 3yr | 632-1267     | 3506                | First Aid/Checker   |
| <b>Trustees</b>                      | Paul Jeffery 2yr | 639-0139     | 3510                | Steam Plant         |
| <b>Trustees</b>                      | Dave Andrews 1yr | 632-2932     |                     | Instrument Mechanic |
| <b>Chief Shop Steward</b>            | Don Klie         | 632-7571     | 2368                | Pipefitter          |

## Committees

**Standing.....**Randy Dobson, Don Klie  
**Committee** Dan Belleville, Paul Wilson

**Wage.....**Mary Murphy, Randy Dobson  
**Delegates** Dan Belleville, Rick Wittmann

**Job Evaluation.....**Kevin Read, Ralph Johnston,

**Rehabilitation &...Paul Jeffery 2yr, Pat Williams 1yr**  
**Reintegration**

**Employee\ Family...Mary Murphy, Gary Ewanski,**  
**Assistance** Peter King, Ilona Kenny  
**WCB Worker's....Pat Williams (632-1267)**  
**Advocate**

**Pensions: .....**Don Klie, Gary Ewanski

**Environment Committee...Mary Murphy, Randy**  
**Dobson, Rick Wittmann**

**Sunshine Committee:...**Debbie Newlove, (Dorothy  
 Birkett is currently off work and  
 on LTD)

**Contracting Out:.....**John Miller, Don Klie, Rick Wittmann  
 ..... Paul O'Driscoll

**Central Safety: .....** Paul Jeffery, Paul Wilson, Russell  
 Ruff, Laura Prinz

**Apprenticeship: .....** Paul Wilson, Rick Wittmann, Kevin  
 Gentile, Paul O'Driscoll (alternate)

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

|                           |   |
|---------------------------|---|
| <b>Chief Shop Steward</b> | Don Klie  |
| <b>Yard &amp; Stores</b>  | Ilona Kenny   |
| <b>First Aid/Stores</b>   | Len Hanson  |
| <b>Janitorial</b>         |   |
| <b>Raw Materials</b>      | Mike Holland<br>Taylor Cross                                    |
| <b>General Equipment</b>  | Steve Krevenchuk  |
| <b>Operators</b>          |   |
| <b>Steam Plant</b>        | Jim Harrison<br>Arnie Lepisto<br>Lucky Bhullar                  |
| <b>Pulp Mill</b>          | Kevin Read<br>Debbie Newlove<br>James Scrivens<br>Cade Gardiner |
| <b>Shiploaders</b>        |   |
| <b>Warehouse\Dock</b>     |   |
| <b>Maint. Pipefitter</b>  | Al Hummel<br>Dan Belleville<br>Rick Wittmann                    |
| <b>Electrical</b>         | Pablito Mendoza   |
| <b>Inst. Mech.</b>        | Gary Drake  |
| <b>Millwrights/Oilers</b> | Derek Smith   |
| <b>Millwrights</b>        | Paul Wilson<br>Paul O'Driscoll                                  |

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

**Newsletter Editor:** Don Klie,  
 donklie@telus.net

# WARNING!!!

THIS NEWSLETTER IS RATED:

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## FOR UNION!

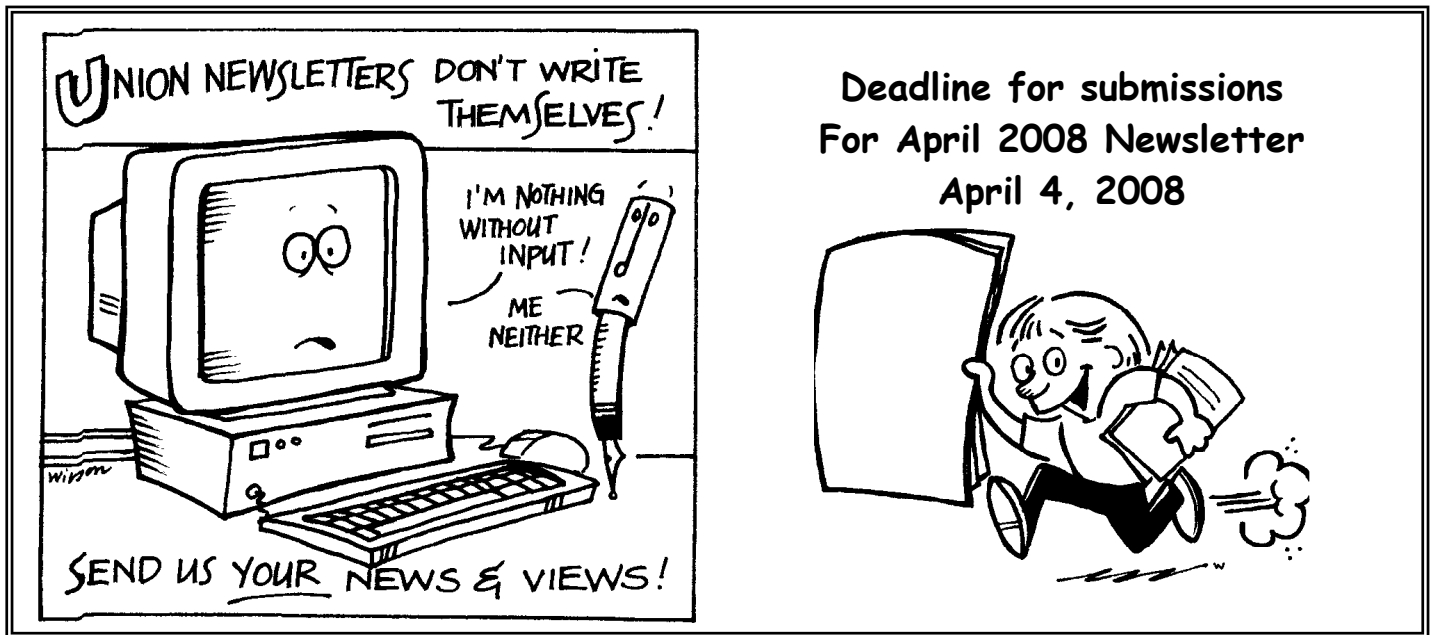
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### Union Office Hours:

9:00 am to 5:00 PM  
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Closed Friday, Saturday  
and Sunday  
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Editor: Don Klie



President's Report

## ***CEP Wage Policy Conference, Pulp and Paper Industry, Montreal East & West Wage Caucus.***

By Mary Murphy

Expectations were set very early; there were four Western Region Caucus members on the resolutions committee, and two Western Region Caucus members on the selection of the Eastern target mill. Once voting was taking place on the Eastern agenda the Western Wage Caucus had an emergency meeting and informed the Eastern Caucus that although we are in solidarity to the East, and support them fully, we are not comfortable voting on their issues. Nor was the Western Caucus expecting the Eastern Caucus to vote on our agenda. We were informed that this was the regular practice although this was the first time that the complete Western Caucus showed up at the Eastern Caucus. I did attend the special evening meeting to pick the Eastern target mill as an observer only, in order to learn from the Eastern process. Hopefully, I can report at our next membership meeting on the Eastern bargaining Caucus, and why AbitibiBowater wanted to go to the table early, and how this is progressing. I expected some strategies to deal with companies, government, and public regarding the "dead" forestry and pulp and paper industry. I am beginning to understand that work has to be done on the public....to manage the forestry, and government who is allowing prime trees to be selected and the rest burned. Industries are for burning the trees and then claiming a shortage of fiber. Each industry and Local really only cares about their survival in all this, and if they are strong, cost effective producers know that they will, for now, survive these difficult time.

A Western Region Wage Caucus meeting was called for March 10 and 11, 2008. In my last report to the membership I had informed the membership that from now on only one delegate would be attending the Wage Caucus meetings, as the agenda was set, and this process is nothing new. I have been overruled and possibly for very good reasons. I think that my correspondence with the Western office gave me the direction that I felt I had to take, but only time will tell. We will soon know if caucus plans or intends to change the already set negotiations agenda. My expectations, some locals are feeling pressure to try and pare down the agenda. I also



expect that because of the agreement at Local's 592 and 686; some Locals are feeling the pressures of buying into that proposal. I can't see the Catalyst's management trying to force this down the other Catalyst Locals throats. Only time will tell and I will report this at our membership meeting on the March 12th.

This is another huge expense to northern Locals, especially since the finalization of details were to be completed two days before exchanging agendas with the industries' target mill. I am informed that it is my duty as president to attend each wage caucus meeting. I don't believe that this is a necessity. I have to trust the wage delegates that go down to bring back the appropriate information and report back to the rest of the wage delegates, and the membership. Each and every wage delegate is knowledgeable of the membership's wishes and more than capable of voting on any arising issues, taking notes and reporting back to the rest of the wage delegates, and membership.

There is also some feeling that the membership doesn't mind paying more money to "top" up the negotiations fund. I believe this could be an avoidable expense. We have already incurred extra expenses with the four delegates attending the Eastern Caucus in Montréal, and now the Western Wage Caucus meeting in March.

Therefore, I do apologize to Rick Wittmann who took over the previous position I held of financial secretary.

Any time any member wants to know where the monies are being spent, or how they were spent the

records are kept, and you are more than welcome to ask Rick, myself or any members of the Executive to go over the expenditures with you; our pleasure.

I had told Rick that he would be released for approximately four hours per month, to do this very easy job, and he had great resources from Pat. I was telling the truth that Pat is a great resource person; unfortunately, I didn't inform him of the many hours of his own extra time that needs to be put into that job in order to be effective. Especially, since he took over the quickly deserted who/how/why/when jacket issues. I know that Rick really did take the job to heart as I did, as we discuss the finances on a regular basis. I enjoyed being the financial secretary, I would still be financial secretary today, if I had not been told if I don't like it you can run for the president position and change what you don't agree with. Rick and I have been discussing the financial issues, especially around my apprehension, and the need to get some control over the expenses for the year. So there is a focus, to stop all spending that we can. Starting with Releases which will be limited. Contacting the Western Region Office and/or Locals for information/advice instead of contacting the lawyer first, therefore the use of the lawyer will be limited. The Newsletter will be cut back, if Don can't get volunteers to help with the newsletter (I had volunteered to print the newsletter out, but I was not needed) or use the office secretary to do some of these tasks, we will have to review some ways to cut these costs.

Peter King on volunteered time, places the newsletter on our website, and updates the information on a regular basis, so anyone can read it or print it at their leisure. Although I have offered release time for Peter to do this, he continually does this on his own time. Other members who spend hours of time for the betterment of the union. I have already stopped sending the copies to the owners/senior share holders. We can access other Locals' web site, there is a link on our web page, and read their newsletter. I need the buy in of our Executive members as they are the ones who do all the work. This is not going to be anything new. So, even pre-Standing Committee meetings will be cleared only to review the new grievances not go over the same information month after month. Information of agenda items can be reviewed through emails, and then the information is also documented. This is my focus and I hope I can make this work, for this year.

Last year I sent Randy Dobson to a CEP-BC Provincial Council Meeting; great experience for Randy, who although was involved as vice president years ago, needed that reintegration, and reintroduction to the rest of the Locals. I want to

ensure that Rick was also given that opportunity this year. So although the process was never offered to me during my period on the executive as vice president, I believe its important to get as much exposure as possible, the more involvement and interest you get the better you can communicate, address the issues and stand up to making the appropriate changes.

Steve Dudra has resigned as the Chief Shop Steward due to medical reasons. Steve Dudra has over the last four years donated his own time to maintain all the grievances and placing them orderly into the Chief Shop Steward's lap top, and maintaining a hard copy file at the union office. I have told Steve that this is anal...my statement for being too perfect. I was recently informed that Steve could not do the job anymore because he was not given time off work or approved time off, for him to do his duties. I had the opportunity to visit Steve while delivering his "wellness" basket for the Local and Steve assured me that when he took over the job of Chief Shop Steward he knew that it was many hours of volunteer work. He was prepared and dedicated to do the work on his own time. The company provides the time to interview and document information on the grievances. Still, I know that Steve put many long hours, and weekend work into keeping the records and maintained meticulously. Steve we appreciate all the work you did for this Local. THANKS, and get yourself better soon. Steve was released for 8 hours in January to do some extra work regarding grievances and documentation for Standing Committee so that we can be more effective. Let me tell you that the Chief Shop Steward's computer returned to the union office from Steve's possession was in fantastic shape, and documentation clear and precise.

Don has volunteered to take over the Chief Shop Steward position and no one else has come forward showing an interest in this position. Don has been released at his request for 24 hours to familiarize himself with the grievances and get the documentation to his satisfaction (*8 of those hours were spent assisting the President with putting together an information package for the Union's lawyer who is doing an arbitration for us, plus dealing with issues around a member who was indefinitely suspended; Editor*).

Standing Committee members meet for 4-8 hours before a scheduled meeting with the Company, usually once per month, on Union time. This is the time that the grievances are reviewed and debated. This process is important, but not to revisit the grievances and debate them month after month. I attend these meetings, and some of the Standing Committee meetings. It is important to deal with

voted in members so that they are successful at fulfilling their obligations, and not play into the companies hands of scheduling meetings around time not convenient to voted in members who are shift workers. And calling this "a luck of the draw"...there is no luck here, only scheduled meetings.

Expenses passed at membership meetings, to send our Central Safety reps, all four to the Joint Health and Safety Conference. And, I commend the membership who rewards these people who have your best interest at heart. The Union is still dealing with some problems getting members cleared to attend Central Safety Committee meetings, and other training meetings. I also know the amount of time and energy that Dan Belleville and I put into this committee, so I appreciate the memberships generosity when supporting this.

Thanks to Karen Jonkman from CAW for forwarding the information on the FREE, Heath and Safety Training session, Violence in the Community and Workplace workshop. This course involved Alcohol and Drug Abuse and Relationship violence, healthier employees, safer work sites and communities, also addressing violence in relationships. All table executive members, Union councilors, and the Members of the Health and Safety Committee were given the opportunity to attend this training session.

Attending on their own time: Mary Murphy, EFAP representative/union councilor, Gary Ewanski EFAP representative/union councilor, and Donna McMenamon EFAP representative/union councilor, for Local 1127. Released from work to attend: Ilona Kenny EFAP representative/union councilor and Peter King EFAP representative and union councilor. Also released by the union, but the company was unable, or not interested in releasing: Laura Prinz, Central Safety representative and Russell Ruff, Central Safety representative. Cost to the union 16 hours pay, and 1/2 day pre diem. Although the Company was also invited to this training session, they did not participate. Cost to the Company 0.

I had recently spent several hours with a sick member at the union office, Ken Fleming, I didn't have all the answers for some of his questions. I quickly found that we have some great resources within our own membership. I connected Ken Fleming up with Doug Smith and set him up with not only a great person to communicate with but also someone with many answers. Ken had many questions on processes, LTD questions, fears and money issues. Doug will be a great resource and support person for Ken, although I know that we will also keep in touch with Ken's progress. This brings me to another great resource, long time member,

now retired, Bill Whitty who is joining us as an EFAP member and union councilor. If you are more comfortable dealing with or confiding with Bill please contact Bill at 632- 2710.

A common issue which has come up: To work overtime, or not to work overtime?

Catch 22, to work overtime, or not to work overtime. Previous Successes: Utilized the information on overtime to inform management that they did not have enough members to cover the acquired contractual time off. Temporary results, Increased two departments manning. Need to focus on continually informing the company of the deficiencies.

If you don't work the overtime then the job gets contracted out, so I will do everything in my power to stop contracting out and get the work back where it belongs to our members and future members.

Please be informed that the Company is implementing great hardships onto our members so be careful, and diligent out there. The newest practice, need to do a drug and alcohol test on members at every chance they get. I do not condone any use of alcohol and drugs in the workplace and members are more than aware of this, but know that at every opportunity the Company is going to call it their policy to get this done. They call it responsibilities around a safety sensitive work environment. Safety inspections are a great tool and can result in visual awareness that the Company cares. Make sure that you are doing all the right things as the Company is really using this as a measure for seeking and discipline. I should know, recently a safety audit was completed on myself. I thought everything could not be more perfect.....an extra ambulance driver was trained that morning all the paperwork, pre-inspections sheets, ambulance driver check list, all radio pre-checks, and documentation in place. Then I heard the so famous words....THIS IS A SERIOUS SAFETY INFRACTION. My guard was immediately in place. I had made a note, the driver had reported that the back up alarm was not working, I was going to check this out, as it was not noted working previously. Never mind the lack of documentation days before. Three days later one of the auditors returned to first aid, and the ambulance check sheet had not been filled out since his audit. He looked at the inspection sheet where the correction was noted and the missing check sheets didn't fizz on him one bit. Make sure your pre-use inspection sheet if filled out, take the time to do this, document all deficiencies, and take care of them right away.

We are also experiencing an increase in complaints of contracting out issues, targeting employees not working to standards. So please

clarify with your supervisor what the expectations are in case you don't meet it, and find out after the fact.

The company has also placed the union on notice that they are going to cancel the price trigger bonus. Don will write more about this in his article. NICE...well, we also have been dragging our feet on this issue, and knew it would eventually come to this.

Lloyd Hubbard delivered a case of light bulbs to the union hall in appreciation for the wellness and Xmas basket he received.

I delivered three wellness baskets over the week. Lorne Crosby, Ken Rothney and Steve Dudra. Please keep these members in you thoughts.

Super Value has given Local 298 a credit to be used for wellness baskets to show appreciation for ordering the Xmas cheer baskets through them. The baskets delivered to our members who are off sick have been to date free. Thanks to super value for this recognition of appreciations. Approximate value \$400.00.

**Keep safe, and see you Wednesday night.  
In Solidarity, Mary**

## *Money to be made in the woods*

### ***B.C.'s forestry industry heads East to fill jobs***

**Nathan Vanderklippe, Financial Post Published:  
Wednesday, February 20, 2008**

**VANCOUVER** -The story of Canadian forestry in the past year has been unflinchingly depressing, as a darkening nightmare in the market for wood has forced employers to felled thousands upon thousands of jobs.

So it may be startling to hear some of the West Coast's most promising six-figure jobs these days are in this very industry. In fact, the need for workers has grown so severe that pulps mills in British Columbia have taken to looking to displaced Ontario auto workers -- and, in at least one case, even an Alberta grocery store worker -- to fill their ranks.

The steady flow of bad news has given forestry such a poor reputation that few are willing to take jobs -- even when they are available -- a situation that, executives worry, will dramatically worsen as ageing workers retire and the younger generation studiously avoids jobs in the woods.

The problem is especially serious for the pulp and paper industry, where the average worker's age

is nearly 50, and mills expect to lose between 5% and 10% of their workforce every year for the next five years. On Vancouver Island, a database of tradespeople available for temporary work has shrunk to virtually nothing from 200 in 2001.

With those people gone -- many of them to Fort McMurray -- pulp and paper companies have had to look much farther abroad. Several are sending recruiters to Ontario at the end of the month to chat up laid-off manufacturing workers about coming West to work for an industry that may not be thriving, but needs people nonetheless.

Hiring new forestry workers "definitely seems ironic, with so many places shutting down. But there's such a shortage [of skilled workers] that they're snapped up as soon as places close down," said Ruth Mitchell, a recruiter with Red Seal Recruiting, one of the companies travelling to Ontario for the job fair, which is being organized by the provincial government. "So there are just not enough employees to go around for the companies that are trying to keep operations going and keep up with the speed that construction and oil and gas are demanding these people."

Instrument mechanics and pipe-fitters are in especially high demand. With overtime, workers in either job would typically pull in six figures in a year. But most haven't wanted to get anywhere near the woods.

"There's a perception it's not a good field," said Kael Campbell, head recruiter at Red Seal. "But there's always going to be trees to pulp in B.C."

That's a message the industry has been trying to sell to young people.

"It's all about having a vision that it's not the end of the industry," said David Gandossi, the chief financial officer at pulp producer Mercer International who also chairs the B.C. Pulp and Paper Task Force, which counts recruitment as a major part of its aim to revitalize the industry. "There's no other place, other than Russia, where you can build [northern bleached softwood kraft pulp mills, so it's going to be a good business going forward for B.C. That's definitely coming. But it's hard to see today."

To help bring younger people in, the pulp industry has begun selling itself, both inside the industry and outside. Pulp executives host community dinners and community days, where they present economic analyses that show a long and prosperous life for the industry. At the same time, they are battling unions to change internal structures that have traditionally stifled upward mobility for talented newcomers by restricting advancement to those who have put in enough time.

Education is another element. "We're putting much more focus on internal training and

apprenticeship programs," Mr. Gandossi said. "We have to create the tradespeople ourselves. They're awfully hard to find."

Part of the battle is attempting to overturn the stereotype of forestry as the domain of grizzled men with thick biceps and weathered faces. In truth, most mills today use cutting-edge digital technology that requires skills from the more smooth-faced members of society.

"On the manufacturing side, there's roles for people that are highly skilled in programming logic for process equipment. A lot of the stuff today is computer-driven," said Gerry Miller, the executive vice-president of operations for West Fraser Timber Co. Ltd. "People have this vision of a sawyer operating a band saw, a great big head rig thing out of the '60s. It's not like that."

Like many other companies, West Fraser has begun going to job fairs to talk to potential recruits, and has opened spaces for co-op students. It's all very new to an industry that was once the West Coast's lifeblood, and knew it.

"I guess it's different for us. In the past, in B.C. at least, the forest industry was an obvious place to go have a career," Mr. Miller said. "Now we're having to promote that a little bit more than we used to."

The irony, of course, is it should be an easy sell. At the University of British Columbia's Centre for Advanced Wood Processing, graduates all have jobs before they don mortarboards. Better yet, they make good money. A recent survey found that five years after graduation, those who have completed the program are averaging salaries of \$88,000, more than graduates of any other UBC faculty, including mechanical and civil engineering.

Yet the wood program can't fill its spots; it is only 60% enrolled, and many of those come in through chance encounters with the program's director, Simon Ellis. "We have a really positive story to tell if people will listen to it," he said. "But we almost have to recruit students one at a time. They don't just flock to our Web site."

Recruiters are left with little choice. They draw from anyone they can find -- at Red Seal, Albertan immigrants and Ontario power engineers have proven fruitful of late. They also have changed their pitch: These days, Mr. Campbell talks a bit about trees and a lot about salmon runs and prawn fishing. In other words, forestry is out and play is in.

"Fortunately in B.C., there are some really good opportunities, whether it's hunting and fishing or nature," he said. "You have to sell the lifestyle."

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## ***Media ownership policy***

### ***lets big players get bigger***

January 15, 2008

**OTTAWA** - Today's decision by the CRTC on media ownership "allows the big players to become bigger, and does very little if anything to limit media concentration in Canada," says Peter Murdoch, Vice-President, Media, of Canada's largest media union, the Communications, Energy and Paperworkers Union.

"While the CRTC decision seems to put up some kind of gate to stop the concentration of media ownership, it still allows big broadcasters such as CanWest or CTV to own even more media outlets," he says.

"The Commission has taken the smallest step possible to limit local media concentration, while allowing in some areas, increased concentration. The new policy does nothing about media empires that currently have a stranglehold on some large markets, such as Vancouver, or about what happens on a national level.

"That does not spell diversity to me.

"As for the Journalistic Code of Independence, CEP has always maintained that codes of conduct should be set by the professionals who work in the field, not by representatives of employers.

"Hospital administrators do not make up a code for physicians. Lawyers make up their own code, as do teachers, and other professionals. A journalistic code should be a matter for journalists."

## ***Politics or not: Harper aid plan still amounts to nothing***

February 5, 2008

**OTTAWA** - Canada's largest forestry union says the Harper government's decision to take politics out of the equation does nothing to increase the value of what his \$1 Billion so-called aid plan amounts to for hundreds of devastated one-industry towns.

"He's not tying the aid to the passing of the federal budget, but the bottom line is still the same: there is nothing there for forestry workers," says CEP President Dave Coles. "The amount of funding offered, plus all the conditions attached to it, amount to drop in the ocean," he says.

"Though the attempt to blackmail the other political parties may be gone, there is still nothing that even acknowledges the crisis in the forest sector."

"Prime Minister Harper has shown absolutely no foresight or vision for rural Canada," says Mr. Coles, noting that forestry could be one of the largest job-creation industries in the country if it was managed properly.

"Our repeated calls for a well-thought out strategic approach to this crisis, including a national forestry summit, have fallen on deaf ears."

CEP, the Communications, Energy and Paperworkers Union of Canada, represents 150,000 Canadian workers in several key parts of the economy, including more than 55,000 forest workers.



## Belleville's Views

***Company Couldn't Care Less!!!***

By Dan Belleville

The Union was concerned that Union members were not being released for meetings. The Union wants the E.R. Department to send out to all the Departments that it is very important to release the members to attend these meetings. We have new members that are interested in safety and how this Company operates, and they are not being given the chance to get involved because they are not being released. The worst case is clearance to attend the JH&S Committee meeting, which happens at the same time each month. It is not like these meetings are sprung out of the blue; it's the Company that plans where and when. The Company said they would try harder and said they were aware of problems releasing the first aid attendant.

The Union asked the Company if they would grant a worker his Supplementary Vacations that he had forgotten to apply for during the applicable 5 year time period. The Company said these holidays are posted on sheets and the employee should check and see when they are up. They won't do anything other than what is in the Contract because that would just be opening up a can of worms.

The Union again was very concerned about the Landfill maintenance being contracted out to a contractor. We fought hard to get our own equipment in order to do this job and don't want to lose it because the Company finds it easier to contract out work. The Company said the job was only contracted out for three weeks because of the heavy snow fall, the excavator wasn't working, and no ship loaders were available because of ships; also, training was being done for the G.E. Operators. We reminded the Company that when we got the Excavator the Company said manning it would not be a problem when it was needed. Randy also said if we had the missing Shiploaders to make up the 52 we used to have, we wouldn't be short manpower and could do all the work that needed to be done instead of contracting out our work and wasting so much money.

Releases to job postings are taking far too long and the Company seems to be playing games with people's lives and telling them all kinds of reasons why the delays are happening. It's true, it takes time to train new workers to do some jobs but most of the jobs are at the bottom and shouldn't take that long. Some of the delays stem from the fact that the Company has to hire workers to fill the vacancies



caused by the job posting and the departments wanting a trained body before they release the employee transferring out. Another problem it seems is the workers are getting out of department as quick as possible because of the way they are being treated. These long delays causes many problems and members are constantly asking us why some get released so fast and others seem to take forever. The Union doesn't want problems like the ones that happened in the past in the Steam Plant and the Pulpmill to recur.

Harassment is an occurrence that our members seem to be seeing more and more of, it may be because of the younger, or the newer management supervisors that are under a lot of pressure. One came to complain that a superintendent came up to him and said he can't be putting his coat on four minutes to four, but in fact the Contract says you have five minutes for clean up. Again, while he was waiting to do a job on the Hog Truck Tripper he was cleaning the Company truck and another Supervisor came up to him and asked if there was anything wrong and why was he hanging around, implying that the employee was neglecting his duties. This Supervisor had no idea why this worker was here, and had he checked with the employee's boss, this would not have occurred; I would that hope would be the case. The Union said the Company should be going through the workers Supervisors because it sends a message that you don't trust them or don't need them.

Sorry, I have to use your name Allen, but we may want to have other workers talk to you about what happened so they know what to expect when they want to get involved with a Company project. Wayne came to the Union asking if an Electrician would like to get involved in setting up a new apprenticeship training system. Allen said he would and would go to Prince George to the meeting. They said he could ride with a supervisor that was going to the same meeting and could share the cost. But what we heard is the supervisor was stopping at Smithers for a day or two and Allen would have to get his own ride back. The Company said he could not take his own car because they would only pay half the cost. The Union wants the Company to reconsider this position because it was them that asked for someone and said they were happy that Allen got involved. Mary said for less than \$250, after you tried to get air fare that was quite cheap. Wayne said flying him there was not an option because we don't pay anymore

than we would for our Management people. First, we would find the cheapest way and yes, our Supervisors would we expected to travel together to save cost. After further debate Wayne said he would get back to us. Therefore if any one is asked to work with the Company on a project you should get all the facts, if there is training, where it is; is mileage paid; do I get paid; do we fly, ride or have to walk? These are some of the questions you should ask before saying the YES word.

The Union also was concerned with the Company rehiring retired workers for training purposes. We told the Company that this type of training has always been done by our Union workers, and if they hire anyone they would have to hire them under our Contract as Union Employees.

A shop steward was talking to another worker in the Raw Materials lunchroom about filling out forms to be sent to the WCB. The shop steward was not quite sure about what you have to fill out that concerned giving access to the WCB to talk to your doctor but thought Don Klie would know. The steward said that the assistant superintendent who had overheard the discussions and involved himself in the discussions said to the steward, "You don't know what the f\_\_k you're talking about; get back to work." The steward was trying to help another worker as a shop steward and believed that the assistant superintendent showed no respect when he made that statement. The steward said if he was to address the Company reps like that he would hear about and probably be faced with time off. The Union then put the Company on notice that this type of harassment must stop. Again, the Union noted that problems like this could be avoided if upper management offices in Raw Materials were separate from the employees' lunchroom. Regarding the insurance forms, the Union's position is that we cross out the part that gives the Company permission to contact the doctor without going through the employee first, then sign it.

Vacation entitlement transfer from other West Fraser Mills....The Union requested that the Company allow 3 new employees to transfer their West Fraser seniority for the purposes of vacation allotment. The rules that were developed before for the extra vacation allotment could not be used during prime time in the summer or at Christmas. The Company said they could accept that and would bring the information forward. Randy said he could see this helping the Company in getting workers to come here if this was an option for them.

Recreation/Wellness Program---This is a program in Kitimat that the Company has with its employees to do activities in town to promote health. For example, they pay for half the cost of some

activities at Riverlodge and the swimming pool. We asked if they could do the same for the Terrace workers. The Company said they had a program that piggy backed off the sawmill in Terrace but since the mill had so many laid off it was stopped. Sorry, you guys but the Company said it had no interest in developing a program for you, but you can come to Kitimat and use this one.

**Grievance 07-15 Len Irvine**---This was about sending the front drive wheels out to Prince George to get the bearings changed. Len said if we built the bench and bought the tool we could do the job in-house. The Union said we were showing you how to save money and we will drop this without precedence or prejudice. We removed this as a grievance but would like to see this looked at as a cost saving project through Commitment to Employment. The Union sees this as another opportunity missed to save costs; we have the expertise and the ability to make and acquire the necessary equipment.

**Grievance 07-18 Clarifier Rakes**---The Union says this could be done through the project crew and Wayne said he didn't know the job but would check in to it and get back to us.

**Grievance 07-19 Fabrication of Sydra Pulper Shaft**---The Union said this was just a re-notification grievance and will withdraw without precedence or prejudice because it was after the Company and Union came to an agreement for re-notification on the Ceramic tile Grievance.

**Grievance 07-20 Failure to notify of Sub Contractor**---Union is asking \$1000 to settle this.

**Grievance 07-21 Stub Shaft for 421 Repulper**--Company failed to notify on this shaft that is just a modification to a existing shaft that we make .Union again asking \$1000 to settle

This is as far as we were able to get at this last meeting on new agenda and new Grievances. The Company had put us on notice that if we didn't get to all the grievances, which Heather had provided positions for in her December 31, 2007 letter, by our last meeting the 30 days time limit would start. At this meeting we didn't deal with any of the old minutes because we wanted to get to the new grievances that were answered by Heather and still not miss some of the grievances she had skipped over .The Union meets before for four hours to go over the grievances and the minutes so that the meeting can progress at a faster rate and still be productive. Yet here the Company is putting deadlines and shortening the meeting each by one hour. We do get a lot done when we have the extra time, and could have answered these last ones Heather wanted. We have to be able to talk on each grievance so we can come to an agreement that both can live with. We have no choice but to move them

onto arbitration because if we don't the Company considers them abandoned. Looking over these grievances we have our answers prepared because we spent time to go over them but do need to talk on them because things could change. I do hope that the Manager reconsiders his position because it could save us both a lot of money and save a lot of bad feeling. Can you think how you would feel if you were wronged and the Company couldn't care less; yes, I bet you would do everything to help the Company out. If we have to go to arbitration on these items the Company didn't allow us to talk out that will be one of the facts we will bring to the arbitrator's attention. There was also a letter from Heather telling us that grievances had been abandoned or not moved to third step. Don is sending her an up date on what our records show and what our positions are on these Grievances.

One thing everyone should be aware of is the Company is trying to force their drug testing policy on us without just cause. We believe that the Company is trying to use this to get back at employees that they feel have cost them money because of the Company's many poor judgments or because they just think they can. This subject is very touchy and you must be aware of what you do the night before, and the Union is not quite sure what contents is allowed in you blood for drugs. The doctor can give you drugs and still allow you to go to work if he feels it still is safe and allows you to go to work. So, is the Company saying they know more than the doctors? We had a worker waiting for a rail switch that took quite awhile and at 3 am he fell asleep sitting in the chair, he didn't make a bed. He told his supervisor that he was on medication and that he had fallen asleep while waiting. He had done some clean up before hand but the assistant superintendent said it wasn't good enough. I know some of these supervisors and their work habits and the only thing I can see is they maybe on a power high.

Well, this is how I see some of the things happening around here and my thoughts on the way things are going. Yes the Company seems to be on the same track as they were in 2003 and pushing our members to vote for STRIKE. I'm hopping I'm wrong because we all depend on this Company to continue to operate so we can make a good living.

Them there City folks may see it different but this Country boy sees it this away.

**Thank You  
Dan Belleville**

**Time is an illusion. Lunchtime doubly so.  
– Douglas Adams**

## ***Random drug and alcohol testing in safety-sensitive positions***

**- violates Quebec Human Rights Charter, appeal court rules**

**Lancasterhouse.com**

Moving in a markedly different direction from the Alberta Court of Appeal, which recently upheld an employer's mandatory pre-employment drug testing policy, the Quebec Court of Appeal has struck down the portion of an arbitrator's award that would have permitted an employer to conduct random drug and alcohol testing of employees in designated safety-sensitive positions. The Court held that such testing would be unduly privacy-intrusive and contrary to Quebec's Charter of Human Rights and Freedoms.

### **The Facts:**

In June 2004, Goodyear Canada Inc. provided to the union the text of a "Policy Regarding Alcohol Consumption and Use of Drugs and Medication" that it intended to put into effect that month at its tire manufacturing plant in Valleyfield, Quebec. The union promptly filed a grievance alleging that the terms of this policy contravened the collective agreement, the Quebec Civil Code and the province's Charter of Human Rights and Freedoms. The grievance called on the arbitrator to find whether the employer's drug and alcohol screening policy was legal and, if it was not, to determine the acceptable terms for such a policy.

In his award, Arbitrator Denis Tremblay set out a modified policy regarding alcohol consumption and drug use that called for testing – by means of hair, urine or breath analysis – in the following circumstances: (a) for job applicants and new employees; (b) when there was reasonable and probable cause to believe that an individual was under the influence of drugs or alcohol; (c) following an accident; (d) without warning and in a random manner for employees in "high risk jobs" and (e) following an absence related to alcohol consumption or drug use.

Believing that this policy set out by the arbitrator contravened Quebec's Charter, the union applied to the Quebec Superior Court for judicial review of the award. In an April 2006 decision, a judge of the Court dismissed the application, ruling that the arbitrator had correctly interpreted and applied the rights

guaranteed by the Charter. The union appealed this decision to the Quebec Court of Appeal.

### The Arguments:

Before the Court, the union did not dispute that the employer could test employees when there was reasonable and probable cause to believe that an individual was under the influence of drugs or alcohol. It argued, however, that the lower court judge had erred in finding, even in the case of particularly safety-sensitive jobs, that random drug and alcohol testing was not an excessive intrusion on privacy rights and other individual rights.

The employer relied on s.9.1 of Quebec's Charter, which provides that "[i]n exercising his fundamental freedoms and rights, a person shall maintain a proper regard for democratic values, public order and the general well-being of the citizens of Quebec. In this respect, the scope of the freedoms and rights, and limits to their exercise, may be fixed by law." It argued that, pursuant to this provision, legitimate safety considerations justified the degree of intrusion involved in random testing of employees in particularly high-risk jobs.

### The Decision:

Ruling that "the random drug and alcohol screening test imposed by the arbitrator for 'high-risk jobs' ... is not a reasonable minimal infringement [on human rights]," the Quebec Court of Appeal allowed the appeal and struck down the clause of the arbitrator's award providing for such testing.

Writing the unanimous decision of a three-member panel of the Court, Justice Jacques Delisle observed that "it is not disputed that random alcohol and drug testing can infringe on the rights to inviolability of the person, safeguarding of dignity and respect for privacy that are enunciated in s.1, 4 and 5 of the Charter." He emphasized, however, that these are not absolute, but rather are limited by s.9.1.

As to the proper interpretation of s.9.1, Justice Delisle relied on the statement of the Supreme Court of Canada in *Godbout v. Longueuil (City)*, [1997] 3 S.C.R. 844, that this section is to be interpreted and applied in the same way as s.1 of the Canadian Charter of Rights and Freedoms, and specifically that "the party seeking to justify a limitation on a plaintiff's Quebec Charter rights under s.9.1 must bear the burden of proving both that such a limitation is imposed in furtherance of a legitimate and substantial objective and that the limitation is proportional to the end sought, inasmuch as (a) it is rationally connected

to that end, and (b) the right is impaired as little as possible."

Applying this to the random testing at issue, Delisle found that "the results of hair, urine or breath analysis tests constitute a major intrusion into the privacy of employees. The result of such analysis can reveal consumption that occurred weeks before the sample was taken. Thus the employer can intrude into the private lives of employees, outside their working hours. As well, the analysis of the samples can reveal confidential information about the condition and state of health of employees."

Delisle also quoted from the award of Arbitrator Michel Picher in *Communications, Energy and Paperworkers Union of Canada, Local 900 v. Imperial Oil Ltd.*, [2006] O.L.A.A. No. 721, in which Picher held that "a key feature of the jurisprudence in the area of alcohol or drug testing in Canada is that arbitrators have overwhelmingly rejected mandatory, random and unannounced drug testing for all employees in a safety sensitive workplace as being an implied right of management under the terms of a collective agreement. Arbitrators have concluded that to subject employees to an alcohol or drug test when there is no reasonable cause to do so, or in the absence of an accident or near miss and outside of the context of a rehabilitation plan for an employee with an acknowledged problem is an unjustified affront to the dignity and privacy of employees which falls beyond the balancing of any legitimate employer interest, including deterrence and the enforcement of safe practices. In a unionized workplace, such an extraordinary incursion into the rights of employees must be expressly and clearly negotiated. It is not to be inferred solely from general language describing management rights or from language in a collective agreement which enshrines safety and safe practices."

Holding that "no finding of fact by the arbitrator [in the present case] shows that compulsory and random screening tests for employees in high-risk positions are essential to ensure fair and reasonable working conditions that respect the health, the safety and the physical integrity of employees," Delisle ruled that such testing was not a reasonable minimal infringement on rights.

#### Quebec Court of Appeal

Justices Jacques Delisle, Louise Otis and Allan Hilton

**They say that time changes things, but you actually have to change them yourself.**

– Andy Warhol

**To CEP Local 298:**

Thank you for the gift basket.

**Allan & Jean Pierce**

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**To CEP Local 298:**

Don – Please include this as an article in the next newsletter, and PLEASE forward this on to Mr. Coles for me, as I feel he is in a position to possibly help to turn this situation around.

In the December 07 newsletter, on Page 24 is the article about FOREST INDUSTRY JOBS CRISIS; and paragraph 7 says, “We need ..... creation of value added jobs from the resource. Later in the same paragraph it reads .....a renewable resource that should be keeping Canadians at work.

The next paragraph talks about the industry being at fault – re not investing in new equipment etc.

The last paragraph talks about “The real villain behind mill closures is the rising value of the Canadian dollar.

Well, Don, it is my opinion that the real culprit is indeed the Governments of Canada at both Federal and Provincial levels, but not for the stated reason of the rising Canadian dollar, but for allowing the following to occur:

1. Offshore sales of our high grade logs along with the jobs that they would support here in Canada.
2. Closures of the mills that these logs used to support, instead of putting a stop to whole log sales and keep the jobs here.
3. Bad logging practices and Forest Management instituted here in BC a few years back that results in huge areas that are left to look like a barren un-renewable landscape, while mills are closed because they cannot get a sustainable log supply.

If the RAPING OF THIS COUNTRY by companies closing plants and selling off the HIGH GRADE logs, (for huge profits with little over-head) were to be slowly brought to a stop, and plants were brought back to life to mill these logs, then life would look a lot rosier for many Canadians. Were this to happen, maybe other manufacturing industries could be brought back to work too, so that Canadians could buy Canadian made wood products instead of getting them from other countries after they manufacture the wood products THERE, from the logs they get from us in our OFFSHORE WHOLE LOG SALES.

LETS KEEP OUR RESOUCES & JOBS IN CANADA.

**In solidarity,  
Wilf Butters,  
Retired Member of Communications, Energy &  
Paperworkers Union, Local 298**

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**To CEP Local 298:**

We wish to thank you for the Christmas gift basket. It was very welcome and we did appreciate it.

**George and Bev Bujtas**

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**To CEP Local 298:**

Just a quick note to wish you all a merry Christmas, and to let you know of a change of address. My new Address is Alex Kotai, 1072 Silver Mountain Drive, Nanaimo, B,C. V9R 7E2

**Alex Kotai**

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**To CEP Local 298:**

Merry Christmas and a Happy New Year to all of You and Your Families .

**Herb Marschinski**

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**To the members of CEP Local 298**

Jenny and I would like to Thank You very much for the great gift basket. We enjoyed it greatly.

**Steve Dudra**

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**Dost thou love life? Then do not  
squander time, for that is the stuff life is  
made of.**

**– Benjamin Franklin**

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## FOOLS RUSH IN

Before there were locks and lockout systems there were tags, cardboard tags. Personal tags were white, department tags were yellow and then as now green tags were for information. There were no lockout cables, no valve numbers, and the only locks were supervisor locks. Nobody tugged on a tag to see if it was secure and no one reefed on a tagged valve without good reason. There was never a question about tag colour, e.g.: if two yellow and a green equaled a red, or if a red tag could override a white tag. The system was good and it worked; you could even say it was fool proof.

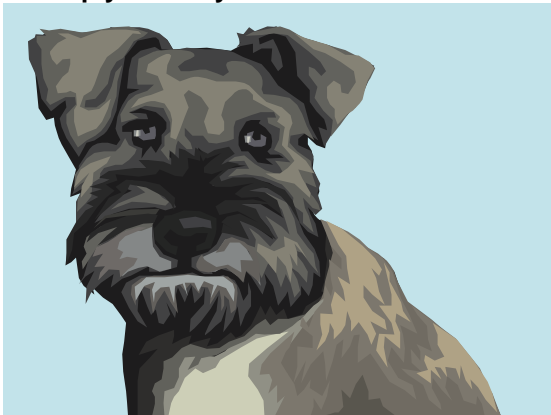
The only problem was, over the years, the industry started producing a new and improved fool, which severely hampered the tag out system. So the industry designed the lockout system which has personal locks, department locks, supervisor locks, lockout cable, and every valve has a number.

The system is good, and it works, you could even say it's Fool Proof – except for the legendary ROCKOUT incident which occurred in Recaust, but that doesn't count because it involved a Eurocan staffer. Or the time an hourly employee cut the lockout scissors holding another employee's personal lock so he could run a conveyor in Chip Screening while the owner of the lock was busy driving the ambulance; but that doesn't count either because the only five witnesses were Eurocan staffers who didn't know there was a procedure for removing a personal lock.

As far as the WCB ruling that lockout and delock requires two people – it doesn't apply to the Papermill because they're not people, they're Papermakers.

Maybe the industry is once again producing a newer and far more resilient fool, possibly, maybe even a *superfool*.

**This is the Ol' Dog Sayin'  
Don't drop yer candy!**



### Work Law

## *Personal style at work*

by Margaret Flynn/CALM

Some workplace rules about personal appearance or dress codes may go too far.

Recently, the Correctional Service of Canada removed ties from the work uniform. When a worker continued to wear a tie to work, he was reprimanded and eventually fined. Adjudicator Michele Pineau found the employer's actions too rash. The employer should have worked to find a reasonable solution to the uniform issue before imposing discipline.

Reasonableness is key. Employer restrictions on appearance or dress should be logical, driven by needs an outsider would understand, such as the promotion of health and safety, or other legitimate employer interests.

Any rules about dress codes or appearance have an effect on workers, but personal appearance requirements are the most restrictive as they often continue to apply outside work. Hair that is cut short for work remains short after hours. As such, personal appearance rules are put to the strictest test of "reasonableness."

If a worker challenges a dress code or appearance policy, the employer must justify that policy. It must prove that the negative impact of the worker's presenting herself as she chooses outweighs the infringement on her individuality. In proving its case, the employer must submit objective evidence like opinion surveys or customer complaints.

Labour tribunals have recognized that any argument about the effect of appearance on business must be tempered by an open-minded approach. As early as 1976, an adjudicator—upon considering the reasonableness of an appearance rule—found that "it is appropriate for me to take official notice that in the community there is an evolving standard of dress and hair styles and that the community has grown more tolerant in its attitudes."

It is particularly difficult for an employer to prove the need for appearance or dress requirements when its workers have little contact with the public. Apart from health and safety requirements, the employer likely cannot argue that there is any legitimate reason to infringe on the way that its workers present themselves.

As Pineau concluded in the Correctional Service matter: "an employer's interest lies above all in having its workers perform a fair day's work and... the dress rules it imposes on them are secondary."

• *Margaret Flynn practises labour law with Sack Goldblatt Mitchell in Toronto. For more information on labour law issues, [www.sgmlaw.com](http://www.sgmlaw.com)*

## Standing Committee Report

## *Hit the Bricks, Meeting in The Parking Lot at Noon*

By Don Klie

Since the last report there have been 2 meetings spread out over three days. Standing Committee met for three hours on January 30<sup>th</sup> and 5 hours on January 31<sup>st</sup>, and for 3 hours on February 25<sup>th</sup>, 2008. Previous to the January meetings the Committee had met on December 4, 2007 for 3½ hours.

My reason for detailing the amount of meeting time and the dates is because of the Company's latest tactic. In the summer of 2005 the Company put the Union on notice that it was going to more closely monitor the timelines in the grievance procedure and indicated that if they felt that the grievances were not being moved along fast enough they would start to claim the grievances were stale dated, abandoned or would have to be moved on. The Union agreed with the Company that the grievances were taking too long to resolve or move along. We requested that the Company allow for more meeting time in which more grievances could be processed and that each side come prepared to each meeting to deal with the issues.

Meeting times are arranged by the Company in discussions with the Union. We have repeatedly given the Company lists of date, far in advance, of available times we are prepared to meet only to have them schedule the 3-hour meetings, once a month. The Company has complete control over the setting up of the meetings in that if they don't arrange for the clearances and meetings, we don't meet.

Quite often one of the members of our Committee won't be cleared by the Company for a meeting that was planned well in advanced because the supervisor either didn't know about the clearance request soon enough to arrange for the necessary relief or because the supervisor simply overlooked the clearance altogether.

The latest tactic of the Company was to simply send the Union a letter with their responses for several of the grievances, whether the grievances were at the table or still waiting on the backlog list. Then, at the next meeting, told the Union that we had 30 days to deal with grievances or the Company would consider those grievances abandoned if it wasn't moved along. As the latest Standing Committee notice on the Union bulletin boards indicates, several grievances were moved to arbitration without the Union ever being given a

chance to discuss the grievances with the Company at a meeting.

The grievance procedure in the Labour Agreement is actually mandated by the Labour Code. The reasoning behind this is that the government has tried to ensure that labour peace is maintained by allowing the two sides to vent and work out their issues at the table rather than from behind wildcat picket lines or out in the parking lots. If the parties are unable to resolve their differences, arbitration and/or mediation are mandatory. This way, productivity is maintained and the well being of the community and province is protected.

So much for the theory.

Obviously, in the give and take in this type of relationship both sides try very hard to protect and promote their interests. The union is very keen to try to resolve the grievance in a timely manner in order to satisfy the grievor and correct any wrongs, to show that this is the way to deal with disagreements, and to maintain order within the membership.

From the employer's point of view, they are keen to see that issues are resolved quickly so that peace, order and productivity are maintained in the workplace. The employer wants to maintain control of the workplace and knows that maintaining a good relationship with the workforce will make that goal easier to obtain.

However, the Company's shortsighted and provocative manoeuvre has only worsened a steadily deteriorating relationship. I'm not sure if the direction for this ploy has come from the top manager, or if this is just the misguided ploy of an inexperienced and over stressed Human Resources management team. Certainly, this ploy was not designed to improve the relationship.

Remember the Winter and Spring of 2003; it was just at the start of the negotiations for a new contract and the union-management relationship was at an all time low. Management tried to improve things by "finally" holding anniversary dinners for the employees. Well over 50% of the workforce had enough seniority to attend the dinners. High ranking West Fraser officials could be seen walking around the Mill talking with the employees on the floor and in the Control Rooms, seemingly listening to employees concerns and telling them the direction the Mill was headed. There was a long period where the Mill Manager's position was vacant because of the "forced" retirement of the previous manager and we were regularly visited by upper West Fraser management.

It wasn't until after the strike that the Union and Company actually really tried to improve the relationship – I believe it wasn't until the strike that

the Company actually believed they had to deal with the Union if they were going to improve things.

It appears to me that the Company again doesn't want to deal with the Union.

## *Company Set to Violate the Labour Agreement*

Some of the issues dealt with at the last three meetings are listed below:

- 1) **Price Trigger Trust Fund** – At the January 30<sup>th</sup> meeting the Union again requested that the Company pay to the Union the money that has been earned as a result of the **Price Trigger**. The Union informed the Company in January 2007 that we wanted the money and that we had set up the appropriate accounts with Envision Credit Union. The Company has not yet handed over the money.

### ***SHOW ME THE MONEY!!!***

At this meeting they said they would review and respond. The Union asked when they would respond, and we asked that some meetings be arranged to work out the details. The Company said they would respond. At the February 25<sup>th</sup> meeting the Company didn't respond. The Union has no other recourse but to file a grievance on the issue. Furthermore, the Company has verbally informed the Union (to be followed by a letter in writing) that as of May 1, 2008 the Company will no longer abide by the contract in regards to the **Price Trigger**, and come July 2008, if the parties have not negotiated otherwise, will not pay the benefit (this is of course if the price of pulp is over \$700 per tonne, which it likely will be seeing how it is currently over \$800 per tonne). A grievance has been filed on the issue. New information from the Western Wage Caucus meeting going on as the Newsletter was being put together is that all of the employers in the industry are taking the same position that Eurocan has.

- 2) **Job Transfers** – Over the past several months a number of transfers have been held back, training has been delayed, time off and orderly progression-line move-ups have been negatively affected. In one instance an employee was the successful applicant for a job whose posting went down on July 24, 2007. On January 23, 2008 we were informed that the individual had taken another posting that came down on January 3, 2008.

Apparently, this individual hadn't been released for almost 6 months and took the other posting while waiting. While there is nothing in the Agreement regarding timelines for actually transferring an employee to a new posting, the Company has committed to inform employees, who have been forced to wait more than 30 days for their transfers, the reasons for the delay. The problems created by these delays are delayed training, denied time-off for other employees depending on the new employees to provide relief, stress on the department employees as a whole and a high level of frustration for everyone involved. The Company said there were problems with the transfers because of issues with the downsizing in the Wet Lab, bereavement leave, and inexperienced new employees needing more training time. (More like inexperienced management employees not knowing how to do their jobs). It is the Union's position that this type of incident clearly indicates that the Mill is undermanned and that the Company must increase its manning if we are to survive in the future.

- 3) **Pulpmill Progression Line** – The Union raised concerns regarding the training problems in the Pulpmill. Several months ago the Union and the Company agreed that the CMP and the Kraft Assistant Operator positions in the progression line had to be switched and that there would be several months of training needing to be done. Going into this exercise the Union acknowledged there would be times that certain senior people would be bypassed in order to accomplish the training, but that the proper rates would be paid and that everything possible would be done to avoid that scenario. There has been a high level of frustration among Pulpmill employees because on several occasions, and without good reason, senior people are being bypassed for training. There were also some personal issues regarding individuals trading positions in the progression, which according to the Company have been resolved (as well as the proper rates being paid). The Company said it would follow the contract in regards to seniority and training. It noted that they were overmanned (???) in the Pulpmill. They also commented that it was taking more than 30 days to train individuals in their jobs. The Union agreed that to learn the job properly takes several months; however, most jobs should take 30 days, plus or minus, before the employee can work on their own. Obviously, there

### ***PULPMILL OVERMANNED???***



are jobs which might require more training, but with most jobs there are others on the crew in the progression line who can assist newly trained individuals with any situations that occur. The top of the progression line could be a bit different because there may not be senior employees to assist and in many areas the supervisors don't know how to operate the equipment. While training is the responsibility of both the Company and the Union, it is the Company that must ensure that the proper training procedures are in place, and it is the employee's duty to do their best to train their fellow workers.

4) **Replaceable positions** – The Union expressed concern over the Company's recent practice of running positions vacant in a number of areas in the Mill. In Stores the Company has reduced in that department by one and at the same time amalgamated it with the First Aid department and duties, and quite often they allow various positions in the Stores progression line to be vacant. The Company has tried different strategies to handle the situation, like the vending machines, not having the Receivers check the new stock for accuracy of items ordered and received, using Shiploaders when available to drive the forklift. On numerous occasions errors have been found in the new stock being delivered. Also, items have disappeared, not necessarily because of theft but simply because the proper paperwork is not being filed correctly, if at all. And, who hasn't had problems trying to get the right item out of the vending machines (numerous times I have tried to match the name on the bin to the index and have gotten the wrong item being indicated; it takes time to correct the error; time some people don't take). There have also been times when the Steam Plant has run short a position and required staff to fill in. This is a very dangerous practice, considering the risks that are inherent when running a boiler the size of ours. Plus, take into affect that just like the manning being stretched as thin as possible, so to is the proper maintenance of the equipment. There is very little room for mistakes. The Company said they are trying to address the issue in Stores by hiring a temporary first aid, however as for the relief of mate, the Company maintains there is nothing in the contract that says they have to fill all positions. They stated that they were unaware of any grievance being successful regarding the need to fill replaceable positions.

5) **Landfill** – The Union raised concern about the management, or lack thereof, of the Landfill. We had been hearing from employees who work in the

area that there were a number of deficiencies and that the Company was allowing the area to run down again. The Union requested that the Company commit to maintaining the expertise on site and not allowing the Landfill to degrade to the point where the survival of the operation is threatened; like we were warned about a few years back by Company officials. We were told then that once our Landfill became full it would cost millions of dollars to secure and then truck our waste to an offsite area – and, that West Fraser was unlikely to incur that cost. That threat was averted when an engineering firm developed a plan to revamp the Landfill, and subsequently much of the work was contracted out. We were somewhat successful with reclaiming some of the gravel hauling, but, the operator on the Landfill was an outside contract firm. The Company began to rely on that firm as their expert on the Landfill and our people were moved to do other work. Eventually, the Union would convince the Company to purchase an excavator, whose main purpose was to do work on the Landfill when needed, to maintain the ditches around the Mill site, and to do other jobs that required an excavator that the Company had regularly contracted out. At the beginning of the year the Company contracted out the maintenance of the Landfill again to a contract firm, citing that all of the General Equipment (GE) Operators were busy with snow removal and other duties (yes indeed, there was a lot of snow this year and Eurocan wasn't the only business/operation that was caught unawares). We were told that the Shiploaders were busy with loading paper and could not lend assistance (although, the Shiploaders were not working 12 hour shifts at the Terminal and would have been available to keep the excavator and other equipment busy during all of the daylight hours. Instead, the Company kept our excavator idle and contracted out the work. We were told that our crews had worked diligently to prepare the landfill for the winter so that little work would need to be done there during the colder months. However, a contract dredging firm supposedly hired inexperience truck drivers and they were afraid to dump the dredged material over the edge of the pad that our crews had prepared; instead they dumped the material on the pad itself, which is very limited in size. Someone had to clear the area so that the rest of the material could be dumped in the proper area as well as to make room

***THE COMPANY LIKES TO SPEND  
ITS MONEY NEEDLESSLY!!***

for the cleaning of the Settling Ponds. We had the resources, the Company has flexibility and still the Company preferred to spend more money bringing in a contract firm.

- 6) **Contracting out snow clearing** – Apparently the Company had to contract out to the District of Kitimat some snow clearing because our equipment had broken down and was waiting for parts. The Company said that the job was to clear the Haul Road and the road to the Lagoons. The Union requested that in the future one of our employees be assigned to work with the contractor in order to ensure the safety of the contractor and site structures. As we have all witnessed, there have been a number of incidents where structures have been damaged and we need to do all we can to prevent a recurrence.
- 7) **Upgrading qualifications** – The Union requested that the Company reimburse a maintenance employee's course fees incurred when the individual upgrades his trade's qualifications ticket to an inter-provincial ticket. The Union reminded the Company of its past practice of paying the course fees for employees who took educational courses, also, that the Company regularly pays for the courses new hire welders take to upgrade their tickets. The Company said that the employee was already fully qualified to work at Eurocan and they saw no need to pay for this extra certification. They were also concerned that the employee had first only asked for extra leave from work in order to attend the course. Once that was approved the employee asked for more, such as paying the course fees and being paid as per the apprenticeship agreement. The Company said they would review the request and respond later. Along the same lines, the Union requested that the Company pay for the Class 1 License course fees for two employees who recently transferred into the General Equipment Operator's position. In the past the Company has paid the first aid ticket course fees for individuals once they transferred into a position requiring the ticket. Again, the Company said they would review and respond.
- 8) **Contracting Out grievances** – As noted at the beginning of this report the Company wrote a letter to the Union, dated December 31, 2007 indicating their position on a number of grievances. The letter stated it was an effort to expedite the grievances. There were a number of contracting out grievances, many of which the Company refused to answer and refused to do fact finding on. In the letter the Company repeatedly wrote, "The

*Company could not find a match for this item as described. Further information is required on the grievance."* These grievances had been at Standing Committee since May 2007 at which time the Union requested and the Company agreed to do fact finding on the grievances. Fact finding is a cooperative venture between the two parties in, which requires that both sides participate. However, in this case the Company never arranged for fact finding. At the September 2007 Standing Committee meeting the Company tried to get the Union to agree that these grievances were covered by the agreement whereby the Company paid the Union \$20,000 to resolve a number of other grievance. While the Union agreed these grievances were covered by the Company's letter, the letter contained an exception, which is where these grievances fell. The Union requested that the grievances be put on hold pending a resolution to another grievance at arbitration, which was to deal with the issue the exception in the letter was granted for. The Company never did respond to that request but instead wrote their December 31<sup>st</sup> letter. Curiously, one of the grievances the Company said they had no information on actually had the Purchase Order number on it and the Stores supervisor admitting that we used to do this item, but not in several years, written on the grievance. The letter also omitted a few of the grievances that had been clumped together because they were very similar in nature. It is my suspicion that all of this was done with deliberate intention to try to deceive or confuse the Union and the issues at hand, possibly hoping the Union would drop the grievances out of frustration or by mistake. The Company has vehemently denied this was their intention. Regardless, the Union was forced to move these grievances to arbitration without having an opportunity to fully investigate and discuss the issues.

- 9) **Welding apprenticeship** – The Company informed the Union that it wanted, as part of its Haisla Accord, to offer a welding apprenticeship to a candidate that had been selected by Eurocan and the Haisla. The Company's intent was to hire this individual off the street, straight into the welding apprenticeship program under a modified "Summer Student" type agreement. That is, the individual would have all of the advantages of our Labour Agreement up to the time of graduation (3 to 4 years) and then be terminated, with no seniority or recall rights, just as the summer students are at the end of the summer. Supposedly, the individual has already completed a 2-year post secondary/pre-apprenticeship type program. The Company stated

they would not reduce manning in the welding shop during the apprenticeship. While the Union asked a number of clarification type questions, we were non-committal. The CEP has an affirmative action policy and, going back as far as 1970, our Labour Agreement, in the Statements of Policy regarding Native Indian Employment, noted that the parties would jointly examine problems relative to employment of Native Indians in an effort to encourage that demographic to seek employment in our industry. To my knowledge the only initiative the Company has asked the Union to cooperate with is the letting of apprenticeships to Haisla-Eurocan selected individuals. Apprenticeships are highly sought after positions within our Local, so much so that there are a number of provisions dealing with apprenticeships in the Labour Agreement. It is the only job position in the Mill where the Union has a hand in selecting the successful candidates; this is accomplished through the Apprenticeship Committee and the procedures that we have negotiated for candidate selection. We believe that our system and our Union treats all of its members fairly and justly. Every union employee at Eurocan is allowed to apply for apprenticeships whenever they are posted and all go through the same testing and selection procedure. There are no allowances based on race, sex, religion, culture, etc. It is the Employer who is solely responsible for selecting and hiring new employees. There is nothing in our Labour Agreement that prevents or requires the Company to hire certain individuals. Any imbalance in the Company's hiring practices is their responsibility. It is unlikely that the Union would agree to the Company's proposal, however, we would certainly encourage the Company to correct any deficiency in their hiring practices and to encourage Native Indians to seek employment at Eurocan. We believe any candidate that they hired having the background education and training of the individual they wanted to parachute into the welding department would likely make a good employee. And, it is likely that employee would have a good chance of getting an apprenticeship posting in the future. A comment the Company made, I assume in an attempt to show the Union we really weren't giving up anything and the Company was really offering or creating something extra, was that we don't have a welding apprenticeship program at Eurocan. Actually, that statement is incorrect. We do have a welding apprenticeship program at Eurocan; it's just that the Company hasn't wanted to offer any welding apprenticeships for several years. The Union believes that there should be many more

apprentices going through our program in order to replace the many individuals that will soon be retiring.

10) **Maintenance vacation policy** – There are two issues here; firstly, the Company has agreed for the maintenance department, that when scheduling of paid leave other than vacations, all time-off will be done by seniority prior to May 1<sup>st</sup>. As of May 1<sup>st</sup>, all paid leave will be done by first come, first serve. The second issue is that the Company gave the Union notice that it would be changing its vacation policy as it pertains to the maintenance department during the major maintenance shutdowns. The Company will not approve any paid leave for maintenance employees during the shutdown, unless it is for special circumstances, and that must be approved of by the Company and is to be used sparingly. An example given was a parent attending the wedding of their child. Previously, the Company's stated policy was to allow 1 off in 13 during shutdowns. The Union has grieved the Company's policy change. One of the issues is that the Company is not allowed to unilaterally change a policy during the term of the agreement if it can be shown that Union negotiated in the belief that policy would not change. The Union knew what the policy was prior to the previous round of negotiations and were led to believe that the Company would continue with this practice. At no time during negotiations did the Company suggest that they might change their time-off policy.

11) **Gear Locker Man doing snow clearing on overtime** – The Union noted that the Gear Locker Man at the Terminal was brought in on overtime to assist the First Aid attendant with the ambulance, but once that was done was given snow removal work to do. It is the Union's position that if there was difficulty with the ambulance that a mechanic should have been called in to deal with that issue, and secondly, that if there was a need for someone to be called in to do snow clearing that there is a procedure to follow for this; that is, calling the General Equipment Operator (GE); if the GE is busy, then call one of the other GE's in for overtime. If no GE's will come in on overtime then they can call some other trained individual, which would include the Gear Locker Man (if trained). In the Labour Agreement the Company has committed to not using the "stick in the eye" approach and to only use flexibility when it made good sense, improved productivity, reduced downtime and saved costs. It is the Union's position that if someone has to be called in, the Company should do its best to call according to the

procedures we currently have in place. The Company said they would review and respond.

12) **Asset Care Program** – The Company informed the Union that it was instituting a new maintenance program designed to enhance our data collection and analysis ability throughout the Mill. They are looking for members off the floor to volunteer, estimated at 4, and there would be replacement individuals hired as a result. The type of individuals needed would likely require millwright, electrical or instrumentation, and operational experience. The pay rates of the individuals chosen would not be negatively affected, however, any tour workers would have their rates adjusted to reflect their current straight time income. The Company hoped that the Union would endorse the program and requested that the Union provide a representative to sit on the selection committee (made up of 1 union and 2 Company representatives). While the Union was willing to give support to the Company's efforts to improve the maintenance programs, we were not willing to be part of the selection committee. The Company wanted to set up a committee similar to the apprenticeship committee. However, the apprenticeship program at Eurocan has extensive language in the Labour Agreement and that committee has taken several years to negotiate the procedures that are currently followed. The Company didn't offer to negotiate or to put anything in writing about how the process would work. They did comment that the skills they were looking for, facilitation, management, knowledge of the job, computer handling ability, were not skills that seniority would adequately address. There was very little information regarding the new program. Many of us have seen these types of programs before and often they end up falling by the wayside. Either the Company loses interest in the program or is unwilling to pay the costs involved with properly implementing it. Quite often the Company loses focus on these types of programs. We currently have the ECC program which was supposed to offer a way to organize the way we collect information on the equipment and address the maintenance needs. What ended up happening was that hundreds of work orders were written to address the deficiencies that were being discovered by this new program. Unfortunately, we don't have the manpower, the money or the time to deal with all of the work orders that resulted. Apparently this new program is designed to help us focus in on just what really needs to be addressed to prevent the types of catastrophic failures that seem to be popping up again (dèjà vu). When the ECC

program was first implemented there was a lot of effort expended on making it a success. For a while our production improved in part because our equipment failures were reduced. But now, the failures are again starting to seriously affect production. We can only hope this new program will help our Mill.

13) **Raw Materials Lunchroom** – The Union again raised the issue of the Raw Materials Lunchroom being in such close quarters with supervision's offices, which has a door that opens into the lunchroom. Quite often the supervisors will insert themselves into discussions they overhear in the lunchroom from their office. The employees resent this intrusion into their personal relief time and have requested that the offices be moved away from the lunchroom area. Sometimes what starts out as the regular back and forth in discussions with workmates results in the supervisor feeling that the employees are being insubordinate. It is the Union's position that the lunchroom facilities are a negotiated item and that the supervisors have no right to be in these lunchrooms unless invited or giving work related orders to the employees. The lunchrooms are a place for employees to take their breaks and to rest. The lunchrooms are not there for the supervisors to interact with employees unless, as noted above, they are invited or have some work related issues to discuss. The Company said they needed to get more feedback about what was going on in the department and believe this close contact was beneficial to their supervisors. In fact, the Company has just renovated the area again to add another supervisor's office. In 2004 the Union and Company had several meetings in this area to try to improve the working relationship between the employees and supervision. This very issue was discussed at the time and some improvement was made. One of the offices was removed from the area and the assistant superintendent's office was moved into a separate building. In an unrelated move on the Company's side, the area supervisory position was considered redundant and was eliminated. The supervision has been amalgamated with the Terminal. Now, it appears the employee-management relationship is no longer a priority. In fact, the irritants the Union was successful at having removed have returned with the assistant superintendent's office being restored to the lunchroom area and a new supervisor's office being added (this is for the supposed supervisory position that was considered redundant and not needed). Lunchrooms just might become a

negotiation/strike issue.

14) **Rail crossing and access to the Mill** – The Union again raised the issue of the delays at the Mill entrance caused by CN Rail. The Union suggested that better maintenance of the gravel Haul Road to Service Centre might help alleviate some of the issues at the rail crossing. Also, it was suggested that communication with CN about where they split the rail cars, doing it before the road crossing, allowing access in and out of the Mill site when the rail crews were dealing with cars further down the tracks, might also help alleviate some of the problems. Everyone acknowledges that CN has to come into the Mill at some time and they need time to do their work. As long as rail cars are moving the motorist knows that progress is being made. Once the cars stop for extended periods of time it difficult to understand why they didn't split the cars at the crossing so as to allow for road traffic to move. The Company cautioned the Union that the phone numbers some people were calling to complain about the delays were the CN police and this aggravated CN and possibly their crews. It was also noted that the amount of business we do with CN is not high margin and CN might not be that concerned about the business they do for us. There was concern that our supply of chip cars might somehow be negatively affected if people or Eurocan was to keep complaining about the delays at the rail crossing.

15) **Tool Crib equipment return and replacement** – The Union requested to know what the Company's policy was for adequately maintaining the equipment in the Tool Crib, especially as it relates to damaged tools or tools that weren't returned. Also, some individuals sign out certain tools and then never return them, usually stating that they need the tool on a regular basis and thus returning the tool was seen as a needless waste of time. The Company said that the process to follow was that the first attempt at retrieving the tool was for to be made by the Tool Crib attendant to the employee, if that failed then the supervisor was to be notified. If the supervisor was unable to have the tool returned then the supervisor was to alert the area superintendent who would eventually alert the manager if the matter persisted. In the meantime the Tool Crib has been given a budget for replacing and ordering of new tools.

16) **Statutory Holidays falling during vacations** – The Union informed the Company that the survey they did of other Locals regarding how the Statutory Holidays are paid during vacations

indicated that the Holidays are only paid when the time is taken, and the employees can defer the Holiday to a later time, not necessarily at the end of the vacation period. The Company said they would review and respond. I would encourage anyone who has a Statutory Holiday falling during their vacation and wanted to take it at sometime other than at the end of the vacation, to fill out a Deferred Statutory Holiday form prior to taking the vacation. Anyone encountering problems with the Company approving the request, that is, the refusal is not based on conflicts with other approved time-off, is encouraged to file a grievance.

17) **Grievance – D. Stamatakis** – While the Union moved the unjust discipline grievance to arbitration, it also put the Company on notice that it was aware that in other areas of the Mill the check sheets were not being filled out as per the Company's policy. One of the issues that the employee was disciplined for was that he didn't sign the form. I would advise everyone who operates equipment to properly fill check sheets that have been incorporated into the safe work procedures for operating the equipment. Any deficiencies should not only be noted on the check sheets but should also be brought to the immediate attention of the supervisor. I would advise that it be done in writing, preferable in the form of a Hazard Report. This way the Company is responsible for addressing the issue immediately and there is a written record.

18) **Clearance for union representatives** – The Union raised the issue of the Company not releasing Union representatives for committee meetings; many of these meetings have well publicized schedules with lots of advanced notice. The Company responded that they have given lots of releases to Union representative and that they rarely have a problem other than in the Stores/ First Aid department. In that particular area the Union responded that the Company often does not canvas the Terminal area for relief from there. The Terminal has two first aiders per shift. Quite often the second first aid attendant is the extra person on the crew and can easily be relocated to Stores or there are the others who could be called in on overtime to address the relief needs. Time and again the Union has to remind the department to check this area and often are told that time was too short to make the necessary arrangements. Also, it was noted in another item regarding Job Posting releases that an employee is not being released to fill the temporary posting in Stores, which would have helped alleviate the Union clearance issue in

the department. The Company says it needs people to do lump watch in Chip Screening and can't release the successful applicant until the end of that need. In the meantime the Company is going offsite to hire someone to fill a second first aid temporary posting. If the Company has to hire new people, why didn't it hire someone for the lump watch and train them there and then release the current employee to fill the original temporary posting (especially when the Company knew well in advance that they would need to fill the relief position in Stores – hint – the reproduction of our species is a well documented subject and intelligent management would have properly prepared for such an event when it came to their attention months ago).

19) **Supplementary Vacations** – The Union raised the issue of a 20-year employee who had overlooked taking his two week of Supplementary Holiday (which he had qualified for on his 15<sup>th</sup> year anniversary) and requested the Company allow the employee to immediately apply for and take. The Company said they felt bad for the employee but believed they couldn't make an exception in this case. The Company smugly commented that they were going to follow the collective agreement, a comment that the Union itself had made regarding another issue. Interestingly, the employee only remembered the vacation benefit when the Company was having a celebration of his 20 years of lost time free work. Its unfortunate that the Company wouldn't have had more consideration for such an employee (it might be interesting to note there aren't too many in management who have actually worked here as long).

20) **Jose's on the Landfill** – The Union again raised the issue of the Company using a contract firm to manage the work on the Landfill. This usually occurs when the Company abandons good maintenance procedures on the Landfill and lets the area fall behind such that it has to bring in outside contractors to help correct the situation. The Landfill must be regularly maintain, however, the Company said it doesn't have enough people to attend to the snow removing needs of the Mill, load ship and manage the Landfill at the same time. However, while the Company was saying it didn't have enough people, many of our general equipment trained and Class 1 licensed employees were not asked to work overtime to help meet the need. We have reminded the Company on numerous occasions that it was the information they provided us the showed it was cheaper to use our people on overtime then to bring contractors in.

In this instant, not only did the Company have to pay for a contractor operator, they also had to pay for his equipment. We have the exact same equipment, and most of the time the contractor was on site, our equipment was sitting idle. It's hard to believe the Company when they say they are doing everything they can to save money.

21) **Travel expenses for apprenticeship assessor training** – In 2003 the Union and Company agreed to work cooperatively in regards to trades qualifications and apprentices. Over the past few years our Local has had a representative very much involved in the designing and establishing of a training program for a new trades classification, the Industrial Electrician. It was the employers' group in heavy industry that sought to create this new trade in order to address the issues that are unique to the type work we do. The Union cooperatively made presentations to the government in order to access funding for this very purpose and in return the employers paid for any expenses incurred by our assistance (like expenses Rick Wittmann incurred when he travelled to Vancouver on a number of occasions to work with the committee – never mind the large amount of preparatory work he did on his own time). One of the new ideas being instituted with the industrial electrician program is competency based training. Meaning that every step of the training program the apprentice has to prove proficiency in and be signed off by an assessor. However, before an individual, a journeyman electrician in this case, can sign off or assess anyone, they must be trained themselves. So, after receiving late notice from the Company, the Union provided a volunteer (that was acceptable to the Company) and that person (Allan Bowles) was required to travel to Prince George to take a two-day training course. Because of the late notice not all of the arrangements were finalized before the trip was taken. As noted earlier, the Company had paid for the travel expenses up until now. However, in this instance the Company insisted that our member travel to Prince George with the supervisor via the supervisor's automobile. Normally, individuals who volunteer to go out of town to participate in a program for the Company or Union are paid a minimum of the air fare for transportation. If no air transportation is available then the mileage rate applies. In this case the Company said they only pay for one person to drive, and because arrangements were made so late the Company had already chosen who would be reimbursed their travel expenses. Our member, like most that I have encountered, wanted to drive

his own vehicle. The Company only reluctantly paid half of the travel expenses, claiming they were only following their policy. However, that policy was not contemplated when the Company and Union signed the commitments made in the Labour Agreement to access government funds. The Company can't now claim that Union representative must travel in staff vehicles when participating in this type of training.

**22) Contractors doing our work** – In a recent example of short sightedness, the Company had to hire one of our retirees to come back to work to train people to do the job he had done for several years prior to retiring (GE operator). The Company paid the individual as a contractor. The Union put the Company on notice that any similar incident would be considered a violation of the Labour Agreement. The Company can't directly employ an individual to do our work and pay them anything other than what has been negotiated in the contract. This situation is clearly indicative of how poor management of the Traffic Department has been over the last several years. Whether it's the Landfill, the lunchroom, chip handling, warehousing or shiploading; when a department can't properly maintain its ability to train its own employees in the everyday type of work we do, clearly corrective action needs to be taken.

**23) Harassment in Raw Materials** – As noted earlier in this article, often in the Raw Materials area lunchroom the supervision will insert themselves into conversations that the crew are having. In one incident a Shop Steward was having a discussion with a member on the crew about WCB forms and the authorization statements that are part of the forms and requiring signing. As with the medical report forms we fill out in order to qualify for benefits, the authorization statements are quite intrusive into an individual's privacy. The Union has advised its members that they are not required to give providers of our negotiated benefits unilateral access to our medical professionals, or anyone else, in order to receive those benefits. However, you are required to provide the necessary information to establish entitlement to those benefits; and this usually means that the benefits provider has to contact you and request that you provide the necessary information or to fill out an additional form. WCB benefits are significantly different in that they are legislated and regulated in law rather than negotiated. Physicians are legally required by regulation to forward to the WCB medical information regarding work related injuries. One of the Assistant Superintendents in

the Traffic Department joined the discussion and at one point used profane language to insult and order the Shop Steward to go back to work. While profane language might be regularly used by individuals in the Mill, in this circumstance it was totally inappropriate for the Assistant Superintendent to do so. This is in the same area where an employee was given a one day suspension for making an off hand comment to the Mill Manager (allegedly, the Mill Manager was doing a DuPont Safety Audit tour and asked the employee if he was wearing his seat belt; the employee responded by asking if the Manager didn't have anything better to do). If the Company is going to set a high standard for how we talk to each other, that is, management and employees, then it can't have its Assistant Superintendents talking to its employees in this manner.

**24) Recreation Wellness Program for employees living in Terrace** – For several years Eurocan has provided assistance for its employees in the form of offering a discount on the cost of using the District of Kitimat's recreational facilities. This benefit was only provided to employees accessing the facilities in Kitimat. For employees that live in Terrace, West Fraser provided a similar benefit to its Skeena Sawmills employees and allowed Eurocan employees to piggy-back on this program. However, the program in Terrace was recently cancelled by West Fraser (something to do with the strike, the layoff and tough economic times). The Union asked if Eurocan was willing to negotiate with the District of Terrace a similar deal to the Kitimat program for its employees living in Terrace. The Company said that all of its employees, including those living in Terrace, could take advantage of the program in Kitimat but it would not negotiate with Terrace to offer a similar plan in that city. The Union doesn't think it's very realistic for employees living in Terrace to bring their families to Kitimat on a regular basis, like after school, to access the facilities here.

**25) Transfer of vacation entitlement from other West Fraser mills** – The Union requested, and the Company agreed, to the transfer of vacation entitlement to 3 new employees who recently were employed by other West Fraser mills. As in the past when this benefit has been granted, the new employees will not be able to schedule these extra weeks of vacation during prime time (unless, after the regular selection procedures have been followed, there is still time available).

## Grievance Report

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

### At Arbitration

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

**Contracting Out Committee** – January 5<sup>th</sup>, 2006 – case #06-12 – failure to notify – Jose excavator work on Landfill.

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

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

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

**Case #06-74 CEP Local 298** – Aug 21<sup>st</sup>, 2006 – Article 43 & Others. – Job Transfers. **The Company noted that they would unilaterally implement the following policy – “When an employee is displaced from their permanent position or when their temporary posting comes to an end and the Company places them in a vacancy, the one-year restriction for transfer will not be applied... It is the Company’s view however, that new hires that compete for vacant positions in the mill compete and are selected for the posted job vacancy.**

**Previous to the candidate accepting an offer of employment they are notified of the one-year clause in the Collective Agreement and the Company’s application of that section.”**

**Case #06-87 Contracting Out Committee** – July 10<sup>th</sup>, 2006 – Failure to Notify – Westcan Pump Shaft (PO# 2010605617 ).

**Case #07-01 Craig Karwandy** – January 3<sup>rd</sup>, 2007 – Transfer Denied.

**Case #06-94 Dino Stamatakis** – Nov 6<sup>th</sup>, 2006 – Article XXX Unjust Discipline

**Case #06-95 Dino Stamatakis** – Nov 1<sup>st</sup>, 2006 – Supplement #7 Unjust Discipline

**Case #07-10 Dino Stamatakis** – December 19<sup>th</sup>, 2006 – Unjust Discipline.

**Case #06-76 Contracting Out Committee** – Dec. 22<sup>nd</sup>, 2005 – Failure to Notify – Westcan wearing ring.

**Case #06-77 Contracting Out Committee** – Dec. 8<sup>th</sup>, 2005 – Failure to Notify – Westcan pump shaft.

**Case #06-78 Contracting Out Committee** – Dec. 19<sup>th</sup>, 2006 – Failure to Notify – Westcan ring spacer for felt roll guide.

**Case #06-79 Contracting Out Committee** – Dec 15<sup>th</sup>, 2005 – Failure to Notify – Westcan pump shaft.

**Case #06-80 Contracting Out Committee** – Jan. 19<sup>th</sup> – 23<sup>rd</sup>, 2006 – Failure to Notify – Zanron Drive shaft.

**Case #06-81 Contracting Out Committee** – Dec. 2005 to Jan 2006 – Failure to Notify – Zanron Heat exchanger tube plugs.

**Case #06-82 Contracting Out Committee** – Jan. 10<sup>th</sup>, 2006 – Failure to Notify – Zanron Shaft dryer drive gear.

**Case #06-83 Contracting Out Committee** – Dec. 29<sup>th</sup>, 2005 – Failure to Notify – Zanron Shaft Joy Precipitator.

**Case #06-85 Contracting Out Committee** – June 15<sup>th</sup>, 2006 – Failure to Notify – 101 Pump shaft 3196XL ( PO# 2010605050 ).

**Case #06-86 Contracting Out Committee** – June 20<sup>th</sup>, 2006 – Failure to Notify – Stuffing Box ( PO# 2010605174 ).

**Case #07-22 C.O.C.** – April 2<sup>nd</sup>, 2007 – Failure to Properly Notify – Sub Contractor, Zanron on Traveling Screens.

**Case #07-25 Rodney Gutknecht** – April 29<sup>th</sup>, 2007 – Contracting Out Belt Replacement of Guillotine

### At Standing Committee

**Case #06-91 Dan Belleville** – Nov 5<sup>th</sup>, 2006 – Over Time Distribution

**Case #06-98 Andrea Lee** – Oct 30<sup>th</sup>, 2006 – Posting to Steam Plant

### Grievances at Fact Finding

**Case #07-12 Dino Stamatakis** – Nov 6<sup>th</sup>, 2006 & Dec 19<sup>th</sup>, 2006 – Harassment

**Case #07-18 C.O.C.** – Nov 24<sup>th</sup>, 2006 – Failure to Notify – Fabrication of Clarifier Rakes

**Case #07-19 C.O.C.** – Feb 9<sup>th</sup>, 2007 – Failure to Notify – Fabrication of Sydra Pulper Shaft



**Case #07-20 C.O.C.** – Feb 21<sup>st</sup>, 2007 – Failure to Notify – Kitimat Iron Modifying East Door on Precipitator.

**Case #07-21 C.O.C.** – March 12<sup>th</sup>, 2007 – Failure to Notify – Stub Shaft for 421 Repulper.

**Case #07-29 CEP Local 298** – June 23<sup>rd</sup>, 2007 – Vessel Entry Procedure

**Case #07-30 CEP Local 298** – June 26<sup>th</sup>, 2007 – Removing Locked Valves from System.

**Case #07-32 Mike Keating** – July 30<sup>th</sup>, 2007 – Call list violation

**Case #07-33 Trina Martin** – August 24<sup>th</sup>, 2007 – Unjust Discipline

**Case #07-34 Mary Murphy** – August 11<sup>th</sup>, 2007 – Over Time Violation

**Case #07-35 Mary Murphy** – August 31<sup>st</sup>, 2007 – Unjust discipline

**Case #07-36 Laura Carpino** – July 30<sup>th</sup>, 31<sup>st</sup>, 2007 – Lack of Training

**Case #07-37 Ilona Kenny** – Oct 8<sup>th</sup>, 9<sup>th</sup>, 2007 – Call List Violation

**Case #07-38 Ron Venman** – Week of Sept 17<sup>th</sup> – 21<sup>st</sup> – Unjust discipline

**Case #07-39 Lucky Bhullar** – Sept 8<sup>th</sup> & 9<sup>th</sup> 2007 – Call Out/OT

**Case #07- 40 Lucky Bhullar** – Sept 16<sup>th</sup> & 17<sup>th</sup> 2007 – Call Out/OT

**Case #07- 41 Patrick Williams** – Ongoing since July 2007 – Seniority/Progression Line

**Case #07- 42 Mary Murphy** – Nov 3, 4, 5, 6<sup>th</sup> 2007 – violation of paid leave procedures.

**Case #07- 43 Dino Stamatakis** – Nov 4<sup>th</sup>, 2007 – violation of Call Time procedures.

**Case #08-01 Stores** – Dec 24<sup>th</sup>, 2007 – Jurisdictional Violation

**Case #08-02 Mark Bergey** – Dec. 18<sup>th</sup>, 2007 – Unjust Discipline

**Case #07- 44 Warren Campbell** – Dec. 06 to March 07 – 3 Month Discipline

**Case #07- 45 Robert Tomkinson** – Sept. 10<sup>th</sup>, 2007 – 5 week Suspension

**Case #07- 47 Fabian Medeiros** – Nov. 2<sup>nd</sup>, 2007 – Overtime Call List Violation

**Case #07- 48 Patrick Williams** – Aug. 23<sup>rd</sup> & 24<sup>th</sup>, 2007 – Overtime

**Case #07- 49 Brian O'Neil** – Dec. 20<sup>th</sup>, 2007 – Excessive Discipline

**Case #08-01 – Stores** – Dec. 24, 2007 – Jurisdictional Violation

**Case #08-02 – Mark Bergey** – Dec. 18, 2007 – Unjust Discipline

**Case #08-03 – Paul Wilson** – safety award – Jan 15, 2008

**Case #08-04 – Paul Wilson** – harassment – Dec 20, 2007

**Case #08-05 – Brian O'Neil** – harassment – Dec 20, 2008

**Case #08-06 – CEP Local 298** – maintenance vacation policy change – Jan 30, 2008

**Case #08-07 – Jurgen Schiemann** – unjust discipline – Jan 12, 2008

**Case #08-08 – Jurgen Schiemann** – unjust discipline – Jan 16, 2008

**Case #08-09 – Pat Williams** – overtime violation – Nov 8, 9 and 10, 2007

**Case # 08-10 – Brian Liberman** – overtime violation – Jan 19, 2008

**Case #08-11 – JG Gaudet** – unjust discipline – Feb 14, 2008

**Case #08-12 – Brian Liberman** – overtime violation – Dec 31, 2007

**Case #08-13 – Laura Prinz** – time-off violation – Mar 3, 2009

## Completed Grievances

**Case #07-15 Len Irvine** – Feb 5<sup>th</sup>, 2007 – Contracting Out. **The Union withdrew this grievance without prejudice or precedence.**

**Case #07-16 Deanna Smith** – Feb 27<sup>th</sup>, 2007 – Was told Posting was Cancelled. **The grievor was afforded the opportunity to fill the position but returned to her previous posting prior to the expiration of the 30-day probationary period. The grievance was resolved.**

**Case #07-17 Chris Campbell** – November 22<sup>nd</sup>, 2006 – Chris was not allowed to Post for the last First Aid Posting. **The grievance was withdrawn without prejudice or precedence. However, the Union is pursuing at arbitration the Company's policy of denying new hires access to the provisions of the Job Transfer clause until after a year of seniority.**

**Case #07-24 Cary Manahan** – April 21<sup>st</sup> & 23<sup>rd</sup>, 2007 – Failure to Train Up in Progression Line. **This grievance was not filed with the Company's supervision and was mistakenly added to the grievance data file.**

## *Petro-Canada violates labour laws - 26 scabs at Montreal refinery*

February 12, 2008

**MONTREAL** - The Communications, Energy and Paperworkers Union of Canada yesterday released a Ministry of Labour report showing that Petro-Canada

is using scabs, which is illegal in Quebec. "The violations reported by the investigators show once again that Petro-Canada never intended to bargain in good faith with its employees. Not content to throw them out on the street, the company now uses scabs to perform their work. It's scandalous," said CEP National Representative Daniel Cloutier.

According to the conclusions reached by the investigators who visited the refinery in mid-January, at least 26 scabs are presently doing the work normally performed by the locked-out members. This violates the provisions of the Labour Code. "We suspected that scabs were doing our work and we believe that there may be more than mentioned in the report, but this will have to be debated eventually before the Commission," added Jacques Vanier, President of Local 175.

"We have been saying for months that it does not make sense that about 140 persons perform all the work that is normally done by 260 workers. Either the company is not abiding by the law, as this report indicates, or it is cutting corners, which would be even worse because it would threaten the safety of the refinery and of the population," said Mr. Vanier.

CEP has already taken the various legal measures required to have the scabs leave the refinery.

"That such a large company which generated approximately \$2.73 billion in profits in 2007 acts in this way is absurd and incomprehensible," stated Mr. Cloutier. "Petro-Canada is not only violating the law but also treating our members like second-class citizens." Indeed, CEP neither understands nor accepts that the employer has higher expectations of the Montreal refinery workers when its other refineries throughout the country settled with their workers without demanding similar concessions.

Among the information included in the investigation report, CEP-FTQ finds especially disturbing the hours of work reported, as the data "confirms our fears about the fact that those who are presently doing our work are undoubtedly worn out," explained Mr. Vanier. Managers have been working an average of 72 to 84 hours per week since November 17, 2007. "Some work even longer hours and this is really alarming since it is well known that fatigue causes mistakes and accidents," he said.

It should be recalled that Petro-Canada locked-out its workers on November 17, 2007. The company is trying to impose monetary conditions, including the duration of the agreement, that are lower than what has been negotiated at its Edmonton refinery. On the local level, Petro-Canada is requiring a series of concessions including the elimination of the position of the accident prevention representative, a reduction in training time, and changes to labour mobility rules

that would undermine the experience and expertise of employees in certain key positions, among many others that attack labour rights.

CEP represents most workers in the petrochemical sector within Québec and Canada.

*(Every CEP Local 298 member should remember that during the our strike in 2003 West Fraser insisted that Petro-Canada order its local contract supplier to cross our picket line and deliver fuel to Eurocan. Ever since that time our Local has taken the position of boycotting Petro-Canada products. Maybe its time for all of CEP to boycott Petro-Canada products? Editor.)*

## ***Saskatchewan government makes offer to help Domtar reopen its pulp mill in Prince Albert***

**Feb 29, 2008 — Forestweb**

**LOS ANGELES** — The Saskatchewan Party provincial government announced Thursday it has made a proposal to forestry company Domtar Inc. to help it re-open the idled pulp mill in Prince Albert, Sask., and expects an answer in the next few weeks, The StarPhoenix reported Feb. 29.

Energy and Resources Minister Bill Boyd said he was encouraged and optimistic following a meeting Thursday with Domtar VP Patrick Loulou in Regina, Sask. The Montreal, Que.-based Domtar is expected to evaluate the proposal on a business basis and get back to the government, he said.

Opposition forestry critic Darcy Furber, MLA for Prince Albert Northcote, questioned whether the province is making a good faith offer or attempting to forestall questions when the legislature begins its spring sitting Mar. 10.

The proposal involved infrastructure and power co-generation, which had been discussed previously, Boyd said Thursday, but he would not comment on potential costs to the government involving those components or provide other details. There is no timetable for reopening the mill.

Loulou did not talk with reporters and Domtar's spokesperson in Montreal said the company would not comment.

Although the provincial government at first objected to making a proposal to Domtar, last month Boyd and Loulou finally met face-to-face. Boyd said he thinks the government has been able to demonstrate to Domtar that reopening the pulp mill has some merit.

Weyerhaeuser Co., based in Federal Way, Wash., closed the mill in 2006 and Domtar acquired it last year in its merger with Weyerhaeuser's fine paper assets.

After last fall's provincial election, the Saskatchewan Party government killed a memorandum of understanding between the former New Democratic Party (NDP) administration and Domtar to reopen the mill. That deal had provided for nearly C\$100 million in direct investment.

The primary source of this article is the Saskatoon StarPhoenix, Saskatoon, Sask., on Feb. 29, 2008.

## ***SOFTWOOD LUMBER*** ***Canada's timber victory*** ***worth millions***

**STEVEN CHASE AND WENDY STUECK**  
**March 5, 2008**

**OTTAWA and VANCOUVER** -- Canada secured an overall win yesterday in the first test of its 2006 softwood lumber truce with the United States when a private court rejected an American complaint that could have cost B.C. and Alberta timber mills about \$75-million in extra export taxes.

Canada lost on a second point in the split ruling, one that could impose smaller export quotas on producers east of Alberta for six months. But it's far from certain that mills from Quebec to Saskatchewan will feel a big impact.

The 2006 softwood lumber agreement ended a five-year trade spat between Canada and the United States and stipulated that all future disagreements be settled by binding decisions at the London Court of International Arbitration.

The political risk for the Harper government in this latest dispute was that the private court would end up imposing significant new penalties or fines on Canadian lumber firms, undermining the Conservative government's claim that the 2006 deal delivers seven years of peace and stability for timber mills.

That didn't happen.

"I think when you look at the potential liability we could have had...we came out ahead by a considerable amount," International Trade Minister David Emerson said.

The London Court of International Arbitration ruled that Alberta and British Columbia, which

represent more than half of Canada's softwood lumber exports, did not violate the deal. This meant they didn't incur about \$75-million in estimated back export taxes.

But the ruling found Canadian provinces that chose a quota system instead of an export tax -- Quebec, Ontario, Manitoba and Saskatchewan -- violated the agreement by not adjusting - and trimming - exports starting on Jan. 1, 2007, instead of six months later.

The cost of this loss isn't certain. The court is now calculating the penalty and is expected to call on the affected provinces to restrict their quota of allowed exports for a six-month period.

But a spokesman for Quebec's forest industry - the biggest outside B.C. - said it's not certain that Quebec mills will feel much because they haven't been using all the available quota in recent months.

"If they tell us for the next five months or six months ...you will have to reduce your quota by 5 per cent, you know, for the last six months we have used like 75 or 80 per cent of our quota, so there shouldn't be a big hit to Quebec producers," said Michel Vincent, director, economics, markets and international trade at the Quebec Forest Industry Council.

The U.S. government said it was disappointed that it did not win on all counts, noting that the win for B.C. and Alberta was "not consistent with the balance we negotiated under the [softwood] deal."

While Washington noted in a release that the ruling is binding and cannot be appealed, it said it would consult "with our stakeholders on options going forward."

But while Canada is so far relatively unscathed from this legal tussle, another U.S. complaint about Ontario and Quebec government aid to the forest sector is already working its way through court.

The hard-line U.S. lumber lobby, the Coalition For Fair Lumber Imports, said it's looking forward to this next dispute, which it expects to win.

"By providing new subsidies, Canada is knowingly violating the terms of its agreement with the United States," coalition chairman Steve Swanson said.

John Allan, president of the B.C. Lumber Trade Council, said the court decision was an effective test of the 2006 softwood deal and it passed handily, delivering a relatively speedy and binding decision where past disputes under the North American free-trade agreement or the World Trade Organization lasted years.

While the judges acknowledged in their decision both sides offered solid arguments, they remarked on how poorly worded the softwood deal seemed. "The Tribunal has found the provisions of the [softwood lumber agreement] to be less clear and consistent than one might hope for in a bilateral treaty so long negotiated and so closely scrutinized and debated by the contracting states," the judges said.

## ***Appeal court overturns reinstatement of former Via Rail chair fired by Martin government***

Lancasterhouse.com

Throwing into question the fate of \$335,000 in damages awarded late last year (November 21, 2007) by the Quebec Superior Court to former VIA Rail chairman Jean Pelletier, the Federal Court of Appeal has overturned a lower court decision ordering Pelletier's reinstatement following a second firing after his first dismissal by the federal government was nullified because of a denial of procedural fairness.

The appellate court ruled that the lower court judge erred both in finding that the government improperly failed to consult VIA's board of directors prior to the dismissal and in holding that the firing could not stand because public comments made by Transport Minister Jean Lapierre before hearing Pelletier's arguments for keeping his job raised a reasonable apprehension of bias. The Court ruled that there was no statutory requirement to consult the board, and the applicable standard of procedural fairness was not reasonable apprehension of bias, but rather absence of a "closed mind," which Lapierre had not demonstrated.

### ***Pelletier's first firing quashed by courts***

Previously Prime Minister Jean Chrétien's chief of staff, Pelletier was appointed by cabinet order of the Chrétien government as chairman of VIA Rail, to serve at pleasure – a term that means the appointee can be removed at any time by another cabinet order – for a five-year term beginning September 1, 2001.

After former Olympic gold medalist Myriam Bédard publicly alleged in late February 2004 that Pelletier had forced her out of her job at the railway in 2002 as part of improper machinations related to the Adscam scandal, the VIA Rail chairman denied the allegations in a newspaper interview in which he said of Bédard that "I do not want to be mean. This is a poor girl who deserves pity, who doesn't have a spouse, as far as I know. She is struggling as a single mother with economic responsibilities. I pity her, in the end." Bédard's allegations against Pelletier were later determined in April 2004 by Arbitrator Michel Picher, acting as an independent inquiry

officer appointed by VIA, to have been totally unfounded.

However, on March 1, 2004, three days after Pelletier's comments were published, Pelletier was fired by the government of Paul Martin, who had succeeded Chrétien as prime minister. On November 18, 2005, a judge of the Federal Court nullified the dismissal and ordered Pelletier's reinstatement: see *Pelletier v. Canada (Attorney General)*, [2005] F.C.J. No. 1891 (QL). The judge ruled that Pelletier had been denied procedural fairness because he was never told explicitly that his dismissal was being contemplated for the statements he had made about Bédard and was not given a proper chance to defend himself. This reinstatement order was upheld by the Federal Court of Appeal in January 2007.

### ***Pelletier's second firing quashed by lower court...***

Three days after the Federal Court decision reinstating Pelletier, Transport Minister Jean Lapierre began steps to fire him a second time. He informed Pelletier by letter on November 21 that his published comments in February 2004 regarding Bédard "lead me to believe that there are grounds for me to recommend to the Governor in Council that your appointment be terminated for loss of confidence in you...." Lapierre invited Pelletier to provide written reasons as to why he should not be dismissed.

The same day, in response to an inquiry during Question Period, Lapierre stated in the House of Commons that "the grounds on which Mr. Pelletier was dismissed in March 2004 are as valid as ever. That is why this morning I have initiated a process which will allow Mr. Pelletier to be heard and to provide us with reasons why he ought not to be dismissed on those grounds. Obviously, Mr. Pelletier no longer has our confidence to chair the board at VIA Rail."

Pelletier provided his written arguments against dismissal on November 30, 2005, and requested a meeting with Lapierre. That meeting took place on December 1. At its conclusion, Pelletier's lawyer pressed Lapierre as to when a decision would be made, and the latter replied: "I don't know; I will have to reflect on everything I have heard. I would imagine after a reasonable delay.... I have to do this with a clear head; I have to consider the whole question." On December 22, 2005, Pelletier was dismissed for a second time. Again, Pelletier applied to the Federal Court for judicial review of the government's action, and on March 30, 2007 a Federal Court judge set aside the dismissal on grounds of procedural unfairness, finding that the government had

improperly failed to consult VIA's board of directors about the proposed dismissal and that the government's handling of the matter, including particularly Lapierre's comments in the House of Commons, raised a reasonable apprehension of bias. The government appealed this decision to the Federal Court of Appeal.

### ***... but upheld by appellate court***

On January 9, 2008, writing a unanimous decision on behalf of a three-member panel of the Court, Justice Robert Déary ruled that an obligation to consult VIA Rail's board of directors prior to firing its chairman could not be inferred from the requirement under the Financial Administration Act to consult the board before appointing a chairman. Justice Déary held that "[i]mposing an obligation to consult at the time of termination of a person appointed during pleasure in the absence of clear wording, even if only symbolic, would change the very nature of their appointment, i.e. their intrinsically precarious status." He noted, moreover, that in Pelletier's case, "[i]t would also be a strange interpretation of the provision (in the absence of clear wording to the contrary) that the Chairman, who is a member of the Board of Directors, would be consulted regarding his own termination."

With regard to the lower court judge's finding of a reasonable apprehension of bias, Déary determined that this was the wrong standard of review for procedural fairness, because a person appointed to an "at pleasure" position was entitled only to the much lower standard of absence of a "closed mind" on the part of the decision-maker who was considering dismissal.

Déary based this determination on three Supreme Court of Canada decisions. He cited, first, *Imperial Oil Ltd. v. Quebec (Minister of the Environment)*, [2003] 2 S.C.R. 624, in which the Supreme Court held that "[t]he appellant's reasoning thus treats the Minister, for all intents and purposes, like a member of the judiciary, whose personal interest in a case would make him apparently biased in the eyes of an objective and properly informed third party. This line of argument overlooks the contextual nature of the content of the duty of impartiality which, like that of all of the rules of procedural fairness, may vary in order to reflect the context of a decision maker's activities and the nature of its functions."

Déary relied, next, on the Supreme Court's statement in *Newfoundland Telephone Co. v. Newfoundland (Board of Commissioners of Public Utilities)*, [1992] 1 S.C.R. 623, that "a member of a

board which performs a policy formation function should not be susceptible to a charge of bias simply because of the expression of strong opinions prior to the hearing." Finally, he pointed to *Old St. Boniface Residents Assn. Inc. v. Winnipeg (City)*, [1990] 3 S.C.R. 1170, in which the Supreme Court established that the test of whether such a decision-maker had an unacceptably "closed mind" was whether an "irreversible" decision had already been made, and that "[s]tatements by individual members of Council while they may very well give rise to an appearance of bias will not satisfy the test unless the court concludes that they are the expression of a final opinion on the matter, which cannot be dislodged."

Applying this jurisprudence to Pelletier's case, Déary observed that "[w]e are here in the heart of the political sphere, which is a sphere that courts, aside from the minimal procedural fairness requirements described above, avoid interfering in." He did not find Lapierre's expression of enthusiasm in the House of Commons for Pelletier's re-firing to be evidence of a closed mind, because "[t]he test for a 'closed mind' is not applicable at this early stage of the process." Determining, rather, that "[t]he hearing [at which Lapierre met with Pelletier] is the proper moment to apply the closed mind test to the Minister," Déary found that "[t]he transcription of the hearing reveals that the Minister excused himself for some of his earlier statements, asked questions about the incidents leading to the first termination of Mr. Pelletier, and promised to consider the matter with a clear head before making a decision."

Given these statements and the fact that during what amounted to an informal hearing regarding the firing of an "at pleasure" appointee "[t]he Minister, no matter how well founded the explanations of the person concerned, is not required to change his decision, or to explain why he refuses to change his decision," Justice Déary ruled, "I do not see how, in the circumstances, it is possible to conclude that the Minister had a closed mind." The Court therefore allowed the government's appeal and set aside the lower court's decision ordering Pelletier's second reinstatement.

### ***Damages award now in question?***

The decision casts a question mark over the fate of the Quebec Superior Court's November 21, 2007 decision in *Pelletier v. Canada*, [2007] J.Q. 13166 (QL), in which Judge Hélène Langlois awarded Pelletier damages for unpaid salary and benefits from the date of his first dismissal on March 1, 2004 to the expiry of his five-year term at the end of August 2006, plus \$100,000 for damages to his reputation resulting

from the first dismissal. This damages decision has been appealed by all parties, including Pelletier, the federal government, and VIA Rail.

In her November 21, 2007 decision, the trial judge rejected the federal government's argument that Pelletier's claim for damages was premature because its appeal against the second reinstatement order had not yet been decided by the Federal Court of Appeal, and ruled that it was not necessary to wait. On the one hand, this is consistent with Pelletier's argument before that Court – which was apparently not contested by the government or VIA at the time – that under Pelletier's contract, while the government had the power to terminate without cause, Pelletier was entitled to damages in this circumstance. Moreover, it would appear that neither the government nor VIA Rail argued before the Court that Pelletier's comments, however inappropriate they were felt to be, were such that they amounted to cause for dismissal at common law. On the other hand, in ruling as she did on Pelletier's claim for damages, Judge Langlois appeared to base her award of damages for unpaid salary and benefits at least in part on the two Federal Court reinstatement orders, ruling that since the Court twice quashed the federal Cabinet's dismissals of Pelletier, he had in fact legally remained under contract as chairman for the full duration of his five-year term.

Based on this reasoning, and with the second dismissal now deemed by the Federal Court of Appeal to have been valid, the door may be open to the government to challenge the damages award. However, even if the current Court of Appeal decision does result in a reconsideration of Pelletier's damages for the period following the second dismissal, which took place on December 22, 2005, the actual amount in issue may be less significant than would first appear, since the period following the second dismissal for which damages were awarded was only 8 months, i.e. until the end of August, 2006, when Pelletier's five-year contract ended, in contrast to the award of 22 months' damages in respect of the first firing, which occurred on March 1, 2004. Moreover, the order awarding damages in respect of the 8-month period following the second dismissal called for a substantial reduction based on Pelletier's mitigation of his damages during that period. Thus, what effect, if any, the Federal Court of Appeal decision will have on the earlier damages award remains unclear. Readers will be kept apprised of future developments.

***Repetition does not transform a lie into a truth."***

**— Franklin D. Roosevelt**

## ***Union condemns Lanxess action, says energy policy needed***

**February 1, 2008**

**TORONTO** -- The union representing workers at Lanxess Corporation says the company's surprise announcement that it will lay off 180 workers over the next two years "is a very poor way to treat people who have dedicated their working lives to helping this company improve productivity and become profitable."

"This will have a severe impact, not only on the workers and their families, but also on the economic backbone of Sarnia," adds Bob Huget, Ontario Vice-President for the Communications, Energy and Paperworkers Union of Canada.

"We will be working with Lanxess to get the best deal possible for our members," he says, noting that many are nearing retirement and will have difficulty finding comparable work in Sarnia.

Mr. Huget also points out that this scenario is one that will be repeated again and again unless the Premier of Ontario takes a stand on the high cost of energy, one of the main reasons cited for the layoffs.

"This is a reflection of the McQuinty Government's refusal to address the fact that Ontario has the highest energy costs of any province. Downstream industries, such as those in Ontario and Quebec should not be paying the price for the high petro-dollar," he says.

"While I have no problem with the Western provinces benefiting from the high price of crude oil, no attention is being paid to the negative effects this has on our industries.

"We need a 'Made in Canada' energy policy to ensure that the Western economy is not booming at the expense of its more easterly neighbours. We need a strategic approach to this crisis, or we will simply continue to lose more downstream industries."

*(LANXESS is a specialty chemicals group with market positions at the core of the chemical industry. They offer customers products in the areas of high-tech plastics, rubber and chemicals. Editor.)*

**The difference between a successful person and others is not a lack of strength, not a lack of knowledge, but rather a lack of will.**

**— Vince Lombardi**

## 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 Local 298 new members:

| <u>Member</u>      | <u>Department</u> | <u>Initiated</u> |
|--------------------|-------------------|------------------|
| Colin Taylor       | Steam Plant       | ----             |
| Stephen Stone      | Electrical        | ----             |
| Deanna Smith       | Traffic           | ----             |
| Jeremy Striker     | Pulpmill          | ----             |
| Kurt Muller        | Pulpmill          | Yes              |
| Jamie Harker       | Steam Plant       | ----             |
| Mike Mailloux      | Maintenance       | ----             |
| Brian Perreault    | Pulpmill          | ----             |
| Bryan Perreault    | Pulpmill          | ----             |
| Ryan Zuidema       | Maintenance       | Yes              |
| Daniel Viveiros    | Maintenance       | Yes              |
| Frederick Rosebush | Pulpmill          | ----             |
| Teena Combs        | First Aid/Stores  | Yes              |
| Larry Botelho      | Maintenance       | Yes              |
| Donald Light       | Raw Materials     | Yes              |
| Mitch Reis         | Raw Materials     | Yes              |
| Tyler Latimer      | Janitorial        | ----             |

**The next General Membership Meeting is at 4:30 pm, Wednesday, April 9, 2007 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; an updated version of our bylaws can be found online at our web page – <http://www.cep298.com/>.

## 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 you can contact them directly or talk to one of our **EFAP** union representatives: Gary Ewanski, Mary Murphy, Peter G. King (pipefitter), Ilona Kenny or Bill Whitty (retired).

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



Puzzle date: Saturday, March 15, 2008



**GUYS CLUB**

By Gail Grabowski  
 Edited by Timothy Parker

**ACROSS**

- 1) Bath suds?
- 5) Non-Rx
- 8) Packed groceries, say
- 14) Made a tapestry
- 15) Green shade
- 16) Gives as one's share
- 17) Watch for cops, perhaps
- 18) Anvil locale
- 19) In the thick of
- 20) "You said it!"
- 23) Hard-rock center?
- 24) Pizazz
- 25) Ltr. afterthoughts
- 28) Line sung by the Raelettes
- 32) It may be smoking
- 33) Dummkopf
- 34) Bronte governess
- 35) Small stock purchases
- 37) Walked quietly
- 40) Comic strip canine
- 41) Momentous time
- 42) Vegas opener?
- 43) Famous misquote from a classic film
- 49) China's Sun Yat-\_\_\_
- 50) Inside info
- 51) Reagan-era prog.
- 52) "I'm afraid not!"
- 57) Like Victorian streets
- 60) Addition solution
- 61) English noble
- 62) Rub the wrong way?
- 63) Barely manage (with "out")
- 64) Hidey-hole
- 65) Sauces made with basil
- 66) Cartoon chihuahua
- 67) IDs sought by phishers

**DOWN**

- 1) On vacation
- 2) Site for a stud
- 3) Holiday kickoffs
- 4) "The Sun \_\_\_ Dawn" (1950 film)
- 5) Met wear, perhaps
- 6) Pull apart
- 7) Kind of diplomat
- 8) Sheepish farewell?
- 9) Candy bar nut, perhaps
- 10) Smooth-talking
- 11) Memorable Burns role
- 12) UFO pilots
- 13) Summer clock setting, briefly
- 21) Playground retort
- 22) "Evil Woman" rock gp.
- 25) Promotional bribe
- 26) Roller coaster reaction
- 27) Timetables, for short
- 28) Football get-together
- 29) Third-largest ocean
- 30) Office couple?
- 31) American acquisition
- 32) Thick, viscous substances
- 36) "The Conquest of Space" writer Willy
- 37) "High" beverage
- 38) Dublin natives
- 39) Black-and-white bear
- 44) Emphatic assent
- 45) Rich cakes
- 46) Busy mo. for CPAs
- 47) Old Faithful, for one
- 48) Chase-scene sounds
- 52) Latticework feature
- 53) Salad veggie
- 54) Vietnam neighbor
- 55) Household appliance
- 56) Tundra wanderers
- 57) Cumberland, for one
- 58) Vigoda of sitcoms
- 59) AARP members

|    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| 1  | 2  | 3  | 4  |    | 5  | 6  | 7  |    | 8  | 9  | 10 | 11 | 12 | 13 |
| 14 |    |    |    |    | 15 |    |    |    | 16 |    |    |    |    |    |
| 17 |    |    |    |    | 18 |    |    |    | 19 |    |    |    |    |    |
| 20 |    |    |    | 21 |    |    |    |    | 22 |    |    |    |    |    |
|    |    |    | 23 |    |    |    | 24 |    |    |    |    | 25 | 26 | 27 |
|    | 28 | 29 |    |    |    | 30 |    |    |    |    | 31 |    |    |    |
| 32 |    |    |    | 33 |    |    |    |    |    |    | 34 |    |    |    |
| 35 |    |    | 36 |    |    |    |    | 37 | 38 | 39 |    |    |    |    |
| 40 |    |    |    |    |    |    |    | 41 |    |    |    |    | 42 |    |
| 43 |    |    |    | 44 | 45 | 46 | 47 |    |    |    |    | 48 |    |    |
| 49 |    |    |    | 50 |    |    |    |    | 51 |    |    |    |    |    |
|    |    |    | 52 |    |    |    |    |    | 53 |    |    | 54 | 55 | 56 |
| 57 | 58 | 59 |    |    |    |    |    | 60 |    |    |    | 61 |    |    |
| 62 |    |    |    |    |    |    |    | 63 |    |    |    | 64 |    |    |
| 65 |    |    |    |    |    |    |    | 66 |    |    |    | 67 |    |    |

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