



# LOCAL 298 NEWSLETTER

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

Issue #8 Volume #11

cep298@monarch.net

www.cep298.com

November 2007

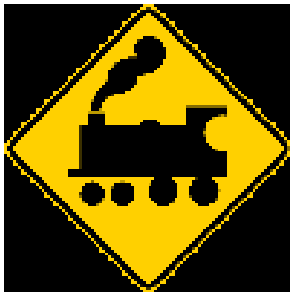


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## Executive Officers For 2007

		<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	2367	Pipefitter
<b>Financial Secretary</b>	Rick Wittmann	632-7623	3466 or 3472	Electrician
<b>Recording Secretary</b>	Dino Stamatakis	632-7199		Shiploader
<b>Inside Guard</b>	Dan Bellville	632-5935		Pipefitter
<b>Outside Guard</b>	Bill McEwan	632-3183		Lagger
<b>Trustees</b>	Paul Jeffery 3yr	639-0139	3513	Steam Plant
<b>Trustees</b>	Dave Andrews 2yr	632-2932		Instrument Mechanic
<b>Trustees</b>	Derek Smith 1yr	639-3022		Millwright
<b>Chief Shop Steward</b>	Steve Dudra	632-3850	2375	Tool Crib Attendant

## Committees

**Standing:.....**Randy Dobson, Don Klie  
**Committee** Steve Dudra, Dan Belleville  
 Ilona Kenny

**Wage:.....**Don Klie, Mary Murphy  
**Delegates** Randy Dobson

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

**Rehabilitation &:..**Paul Jeffery 3yr, Pat Williams 2yr  
**Reintegration** Steve Dudra 1yr

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

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

**Sunshine Committee:...**Dorothy Birkett

**Contracting Out:.....**Derek Smith, John Miller, Don Klie,  
 Kevin Gentile

**Central Safety: .....**Pat Williams, Paul Jeffery, Dave  
 Andrews, Mary Murphy

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

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

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

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

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

# WARNING!!!

THIS NEWSLETTER IS RATED:

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**FOR UNION!**

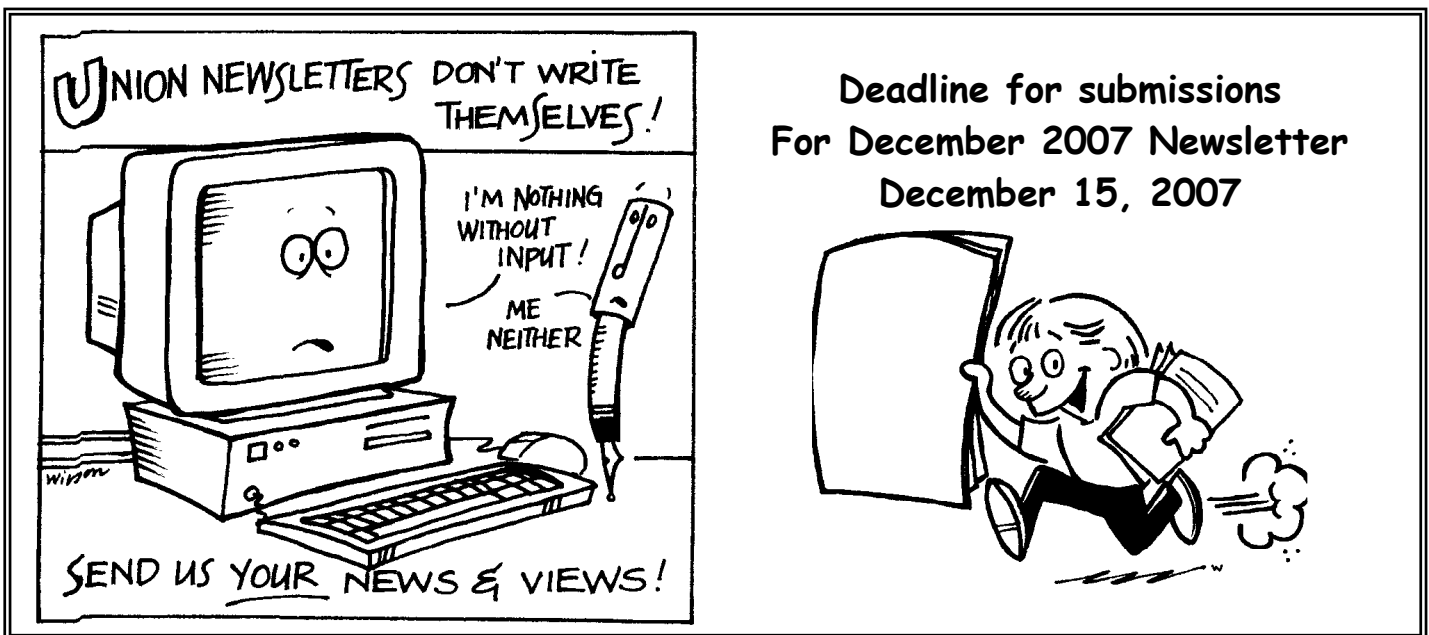
This newsletter is solely for the entertainment and information of the members of CEP Local 298. The Newsletter is available on the internet at the Local 298 web page or by sending your email address and making a request to the editor.

**Union Office Hours:**

9:00 am to 5:00 PM  
Monday to Thursday  
Closed Friday, Saturday  
and Sunday  
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Signed articles appearing in this newsletter express the view and opinions of the authors. They are not necessarily the policy of the CEP or views shared by Local 298, its executive, or the editor. Articles and letters are encouraged and should be handed in to the union hall. You can E-mail your articles or contributions to the editor at cep298@monarch.net, or donklie@telus.net. All contributions become property of the union and must be signed. Contributors should note if they wish their material returned.

Editor: Don Klie



# NOTICE

CEP Local 298 is providing jackets for all of its members and retired members living in the area. In order to obtain a jacket, members must put in their order at the union hall. We currently have a selection of jackets from which to choose and to properly size. The first order of jackets will be made very soon. The next and last order will not be made until the end of January 2008. Once the orders are complete in January there will be no more jackets ordered based on the membership motion made in 2007. The Union is offering two different styles of jackets, priced at around \$50, provided free of charge. If a member so chooses, they can order a more expensive jacket, paying the difference in price when picking up the jacket.

*(The jacket pictured below is one of the available free selections. Editor.)*





# **NOTICE**

## **2007 VOTE FOR 2008 EXECUTIVE OF CEP LOCAL 298**

### **VOTING WILL TAKE PLACE AS FOLLOWS:**

Advanced poll on Thursday December 6<sup>th</sup>, 2007. Polling will take place  
At the union hall from: 4:00 p.m. – 6:00 p.m.

Main gate polling will be conducted as follows:

Monday, December 10<sup>th</sup> and Thursday December 13, 2007. Times will be:

5:30 A.M. – 7:30 A.M.

3:30 P.M. – 7:00 P.M.

Polling will also be conducted at the terminal warehouse lunchroom at 11:30 a.m. –  
12:00 noon on December 10<sup>th</sup> & 13<sup>th</sup> if ship or barge is in.

Members running for office:

Vice President (2 positions) – Don Klie, Randy Dobson, Paul Wilson

Inside Guard – (1 position) Dan Belleville, Pat Williams

Outside Guard – (1 position) Cade Gardiner, Dan Belleville, Pat Williams

Standing Committee (2 positions)– Dan Belleville, Paul Wilson, Pat Williams

Wage Delegates (4 positions)– Randy Dobson, Don Klie, Rick Wittmann, Paul  
Wilson, Dan Belleville, Cade Gardiner, Pat Williams

Results from the presidential polling – Mary Murphy – 120

Don Klie – 46

Paul Wilson – 38

## President's Report

## *New Skills to Learn*

By Mary Murphy

Thanks, to you all. Over the last two years, and especially last year, I have gained new skills in surviving in a hostile environment, and I have survived. Please remember that voting will take place December 6th for the advanced poll for the executive positions, and December 10<sup>th</sup> and 13<sup>th</sup> at the gate, as posted.

Several issues were dealt with at the last executive meeting. All new members to Local 298, will be initiated regardless of what other CEP Local they came from. If you haven't been initiated, please report to the next membership meeting to get initiated. This will reinforce each member's commitment to CEP and Local 298.

The next membership Meeting will be December 19, 2007 @ 4:30 pm.

It was also decided that the newsletter will be published every month. Several executive members, myself included, thought that the Local could save some monthly costs by having the newsletter published every other month. The majority of the executive felt strongly that the cost of the newsletter is a cost of doing business, a much needed tool for monthly communication.

The membership decided that Super Valu would do the Christmas baskets for our retirees, members off sick or on LTD. These baskets are ready to be picked up and delivered to the members. IF you would like to help with the delivery of the Christmas cheer, and wish our retirees and members who are off work a prosperous and happy holidays on behalf of Local 298, please contact the union office.

The membership also passed that the retirees in the immediate area will be given the opportunity to receive a CEP jacket. The retirees need to report to the union hall and order the jackets. I was handed the "Jacket package" and reminded that the membership voted on getting jackets, and it was my responsibility to insure that the membership's wishes were adhered to. Rick Wittmann graciously took over the project of ordering, collecting monies, and handing out the jackets, so if you have any questions regarding the jackets, please contact Rick.

The Pulp and Paper Industry Pension Plan had a pension information seminar held in Prince George to review the changes to the pension plan as posted throughout the mill. The cost to send one member to the three hour seminar was \$1800.00; it was a tough decision but reviewing the cost verses possible acquired information, we did not send a rep to this



seminar. If anyone has questions on the changes to the pension plan, please contact, Randy, Don or myself. If we don't have the information for you, we will be able to query the Vancouver office and get the questions answered for you, or have our region rep answer them when he is up in January.

Training will be taking place in Prince George for the Electrical Apprenticeship assessor, and representing Local 298 will be Allen Bowles. Part of the new trade of Industrial Electrician is the new style apprenticeship format which is a competency based training program; which requires having a tradesman sign off on each part of an apprentice's training.

I have been informed by Bob Hughf that the job evaluations review have been postponed till January.

Improvements are being made to contracting out issues but progressing in small steps. Standing Committee worked with the Traffic department to ensure that the scrap metal barge loading was to be done by our members. The Company needs to utilize the manpower available to them; this will be a huge cost saving measure for the Company and reduce contracting out. Randy worked closely with the Traffic department finalizing the terms around loading the barge and will be involved with future proposals. We look forward to securing all the loading and unloading of ships/barges at the Terminal Operations.

The Commitment to Employment Committee met for the second time this year. The funds intended to enhance employment and reduce contracting out will be reduced by half next year due to the financial state of affairs.

Items which were reviewed by the committee:

- Purchasing scaffolding to supply the mill with adequate scaffolding so that we are able to claw back some of this work.
- Purchasing a vacuum truck, which could be a problem because of the cost associated with purchasing the equipment. This is a huge contracting out expense to the company. The vacuum truck purchase has been reviewed by this committee for several years now, truly, reviewing how the discussions take place around this issue; I don't anticipate this going anywhere but dead.
- Review with the machinists what could be added to the machine shop to claw back some of the contracted out work and make the shop more efficient.
- Education and tools to do our own minor concrete work, cement repair, and having a building maintenance crew that would include hiring a mason was discussed.
- Using some of the funds for educating, and maintaining a Rail Track Maintenance crew.
- Some discussion took place around the Vacuum System in the chip screening area. We were told that the system is not being utilized. After discussing this with the chip screening operators the system is being utilized. Some operators are using the system sporadically, once per tour, and others are utilizing it more depending on the build up of sawdust or if there is a spill. The problem is the hose is too heavy and large for one person to handle; some modifications were completed by adapting to a smaller hose. This is handled more effectively by one person. But the system needs to be reviewed and modifications made to make it more user friendly. Placing one line on each floor may be one solution. There was a lot of money invested in this, so we need to investigate what works and what doesn't work, and why.

Wage Caucus, scheduled for December 9<sup>th</sup> and 10<sup>th</sup>, will prepare the agenda along with discussions around early negotiations especially dealing with the Locals who have been negotiating survival contracts. The National has ordered these locals not to vote on any tentative agreement until after the Wage Caucus. So, I anticipate lots of discussion on what these Locals are accomplishing, and how this affects the rest of the industry going into negotiations. Our goal needs to reflect issues and dealing with our own agenda, for example, pay for knowledge, and responsibilities (Maintenance and Steam Engineers), and getting these onto the main wage agenda, along with contract language for Shiploaders, which is important to get out of our Bull Sessions.

**Celebration:** *Local 298's loan for benefit coverage during the strike, as of November 19th, has been paid back to the National Defense Fund. There was an overpayment of \$1,990.47, which the membership voted to have these funds placed into the negotiation fund.*

**In Solidarity, Mary**

## ***Want a Happy retirement?***

### ***Here are seven tips***

**Jennifer Newman and Darryl Grigg  
Vancouver Sun**

Retirement can be a dream come true or a nightmare, depending on the retiree. While some count the days until they are hitting the links, the garden or the beach, others dread the prospect of no longer working.

A recent study in the Journal of Applied Psychology, concludes that the more we value a work role and function effectively in it, the more self worth we derive. The prospect of not having the job, the role and the sense of belonging and accomplishment that comes from working can be haunting for some. The study's author, Mo Wang of Portland University, Department of Psychology, observes that retirement is a transition from our work and career roles to stronger family and community member roles. Yet, the losses experienced due to retirement can cause people to feel anxious and depressed.

However, retirement is a transition that most will encounter and enhancing one's well-being in retirement is important. This can be easier, of course, for workers who hate their job or have other outlets for achievement and positive self identity. Workers who perform physical labour may also find retirement a relief and a happy time.

So how do you prepare for a happy retirement? Wang's study of 2,060 people between the ages of 51 and 61, conducted over an eight year period, offers seven tips:

## ***KEEP WORKING***

Continuing to work a bit past retirement helps ease retirees into their new status. If we let ourselves get used to a change, it's less drastic, since we're maintaining some of our lifestyle patterns

after retirement. Hence, staying involved with family, friends, the community and familiar activities is important. Cutting back to a day or two a week, taking on enjoyable projects, consulting or somehow keeping one's hand in work can ease the transition.

## ***ENGAGE IN RETIREMENT PLANNING***

Many believe that retirement planning is only about financial security. That's just part of the picture. Wang's research underscores the need to broaden our understanding of retirement planning. A plan that includes incorporating work into one's post-employment life is important. So is thinking about activities one may enjoy or wish to try out, or what relationships one might want to nurture. What places might you like to see now that you have more time? What might you like to learn or do during this period? Developing a retirement plan that both accounts for one's financial security and takes lifestyle and interests into consideration enhances the chances of well-being in retirement.

## ***RETIRE WITH SOMEONE***

If you are married at retirement, it is ideal to retire at the same time so each can work a little and follow their retirement plan. However, Wang notes that if one spouse continues to work full time, people can still enjoy their retirement,

## ***HAVE A HAPPY MARRIAGE***

Retirees with marital problems tend to experience more stress upon retirement because they don't have a positive home life to return to. During one's working life, the workplace may be a place of refuge if there are problems at home and the employee may stay longer there as a result. So, once the option to work long hours is removed, retirees are no longer able to avoid their spouse. If you dread retirement because you don't get along with your spouse, consider getting marital counseling before you retire. Make changing your relationship with your spouse part of your preretirement plan. Well-being upon retirement can be augmented by working towards ensuring your home life is a happy one.

## ***BE PHYSICALLY AND FINANCIALLY HEALTHY***

Those who look after themselves, eat right and exercise, can often look forward to a healthy retirement. It's never too late to start a wellness regimen that targets healthy weight, lifestyle choices (cessation of smoking) and exercise. Even when there are health concerns, ensuring that these are attended to regularly and diligently can make all the difference. Being healthy in retirement contributes greatly to a sense of well-being post-employment.

Look into how much income you will need upon retirement. A sound financial plank in your retirement plan will ensure a happy retirement. People adjust over time to the amount of money they have when they leave work and taking a later retirement can help augment your retirement income, if need be. Downsizing can help too. Retirees often find accommodation more suited to their needs upon retirement, which can free-up capital.

## ***RETIRE FROM A STRESSFUL JOB***

If you have a stressful job or an unsatisfying job, you may feel relief upon retirement. Leaving a negative or difficult work environment to find more pleasurable pursuits can be a motivation for early retirement. When people stay in a job due to the promise of a pension, fear they lack skills to find other more satisfying work or have put so many years into the job they can't leave, they feel trapped. This is especially true if the job is stressful or the work environment is emotionally toxic. In this situation, the employee may count down the days to when they have no colleagues or supervisors to answer to. Those who work in physically demanding jobs also may look forward to retirement. Heavy work can take its toll on workers over time and the idea of not lifting, straining or working in inclement weather may be enticing.

## ***RETIRE ON TIME***

Retire on time if you can. Those who retire early or late, sometimes feel that they have not met expectations and may find this impedes their retirement well-being at first. However, according to Wang, we adjust to our circumstances over time and retirement timing that feels "out of sync" will soon be less distressing. For example, if a later retirement augments your income, it will feel like a good decision once you begin to enjoy the fruits of your labour. Or, leaving a stressful job for early retirement may feel like a risk at first, but in the longer run, ending unsatisfactory employment can be a relief.



While these seven tips comprise the best way to ensure a pleasurable retirement, the researcher notes that, in the end no matter what the circumstances people retire from or into, they'll adapt.

So, even if your finances aren't exactly where you want them, your health could be better, you retired too early or your spouse still works, you can have a happy retirement. That's because we tend to adjust to our circumstances and find something positive in our lives when we have a chance to adjust. And retirement, if nothing else, can provide time to adjust.

*Dr. Jennifer Newman and Dr. Darryl Grigg are registered psychologists and directors of Newman & Grigg Psychological and Consulting Services Ltd., a Vancouver-based corporate training and development partnership. Identifying information in cases cited has been changed to protect confidentiality. They can be contacted at: [sunmail@newmangrigg.com](mailto:sunmail@newmangrigg.com)*

#### Work Law

## ***What has to be disclosed in accommodation process?***

by Charlene Wiseman/CALM

When a disabled worker requests accommodation, employers often ask them for medical information. However, workers are becoming more aware of their right to privacy.

Courts and tribunals have recognized that disabled workers should not be subject to unnecessary questioning about their medical history. But, what information about the worker's disability and restrictions is an employer entitled to?

The following principles may help union representatives as they guide disabled workers through the accommodation process.

The employer is entitled to "all relevant information about the worker's disability, at least if it is readily available. This includes information about the worker's current medical condition, prognosis for recovery, ability to perform job duties, and capabilities to perform alternate work" (Gordy v. Oak Bay Marine Management Ltd.).

The employer is not entitled to medical information beyond what is relevant to the accommodation process.

What medical information is relevant will depend on the nature of the accommodation being sought. For example, an employer may be entitled to information about a worker's medications if the work in question involves the use of heavy machinery. In

contrast, where a worker sought a leave of absence because of his depression, the employer's insistence on knowing the worker's "medications, dosages and length of time used" was found to be irrelevant (Surrey School District No. 36 v. British Columbia Teachers' Federation).

Normally, a medical opinion from the worker's doctor or specialist is enough to support an accommodation request. The employer may only ask the worker to be evaluated by a doctor of its own choosing if the employer has a reasonable basis for doubting the information provided by the worker's doctor, or if the contract explicitly calls for this.

In preparing a medical report, doctors should not go outside their expertise. It is appropriate for a doctor to comment on the worker's disability, restrictions, treatments and prognosis. It is rarely appropriate for the doctor to suggest a particular accommodation—this is up to the employer. For example, it is proper for a doctor to say that because of a back injury, a worker is unable to lift more than 10 kilograms, but it would not usually be the doctor's place to say that because of a back injury, a worker should be transferred to a clerical position.

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

## ***CEP studying members' reproductive health***

#### CEP/CALM

The Communications, Energy and Paperworkers Union of Canada is funding a project researching the reproductive health of working men and women.

The initial goals of the project are to gather facts on the reproductive history of CEP members—sterility, birth defects, premature births, stillbirths and miscarriages.

The study will survey exposure to toxic substances including endocrine disruptors and physical and biological agents, as well as noting stressors such as shift work. Unusual results from the initial survey will result in follow-ups.

"If it's toxic or dangerous work, our members do it," said CEP president Dave Coles when speaking about the project to CEP's national executive board. "There are plenty of indications that there may be problems out there, but no one has really asked hard questions."

Dr. Gideon Koren, a prominent expert on reproductive hazards, will lead the research team. Koren is the founder and director of Motherisk, a world-renowned research, counseling and education program on reproductive hazards at Toronto's Hospital for Sick Children and affiliated with the University of Toronto.

CEP members are employed in the pulp, paper, oil, chemical, energy, telecommunications and media industries.

## Second Vice President's Report

## *Duty to Accommodate*

By Don Klie

In 1996, as a result of negotiations, the Union and Company formed the Rehabilitation and Re-Integration Committee (Re and Re) for the purpose of assisting workers injured either on or off the job to return to the mainstream of employment at the mill. At the time the Human Rights provisions regarding the duty to accommodate disabled workers were issues that most were just beginning to hear about. How far a company had to go to accommodate a disabled person was (and may still be) unknown. But certainly, over the subsequent years, as more cases made it to court, the lines around the duty to accommodate have become better defined.

The Re and Re Committee at first became very active and dealt with several cases. Steve Welsh, from the Union, and Jodie Cook, for the Company, were very active on the committees as well as others. However, over the past few years having to voluntarily seek the assistance of the Re and Re Committee has been associated with the next step of being sent home for lack of a work accommodation.

In early 2005 the Company, and in particular the Traffic Department, sent 4 people home because they could no longer offer them a work accommodation. All four were, or had a one time had voluntarily sought the Re and Re Committee's help with a work accommodation. It appeared to the Union that the Company had, for all intents and purposes, decided to use the Committee as a way to justify its decisions to send disabled workers home or at least make it an option that few employees would want to involve themselves with.

Of the 4 employees sent home the Union believed that the grievance Dino Stamatakis filed had the best chance of trying to correct the direction the Committee had taken. The arbitration award for that grievance was recently published and unfortunately the Union was unsuccessful. While the outcome of this grievance was very frustrating for the grievor and many others, there are a number of things that we can learn and take from this award.

One of the first issues the arbitrator dealt with was whether or not Brother Stamatakis was a Shiploader after he had submitted a medical report indicating he could no longer drive the Linde powerlift (prior to it being modified), and the subsequent posting to replace the so-called vacancy caused by the medical restriction. The Company took the position that since the grievor could no longer drive the Linde to do the Powerlift Operator's job, the sole



job that the grievor had been restricted to because of knee injuries he had suffered while working at Eurocan, he was no longer a Shiploader. The Company also claimed that since the grievor had never filed a grievance on the posting that went up to replace him that the Union had accepted that claim.

To my knowledge the Union has never taken the position that any employee loses his job or his position based on a disability unless the employee transfers to another fulltime job. In fact, the Company has filled jobs temporarily for several years while the fulltime employee was being accommodated in other areas of the Mill and only filled the position fulltime once the disabled employee found another permanent position. To my knowledge the Company has positions where employees have gone off work and starting collecting Long Term Disability benefits, but whenever any of those employees returned to work they were put back into the jobs, or the progression lines where their seniority slotted them, when they returned to work.

Unfortunately, the arbitrator was swayed by the Company's position and the evidence they provided.

Having represented the Union at the hearing, I will admit that I was unprepared for this argument. The Company had never raised it as an issue during the grievance procedure. Obviously, the Union was aware that the Company had posted the position, but not that the grievor was no longer a member of the Shiplading Department. He was still being paid by and accommodated in that department (as a General Equipment Operator, the same job he and several other Shipladers have done since 1999 when they weren't Shiplading).

The arbitrator also relied on the fact that the Union Vice President, Frank Verde, requested that the grievor's position/vacancy be posted. Unfortunately, there was no evidence of the fact that at one point in time there were 52 Shiploaders and that now there were only 38. The Company has never given the Union notice that it was reducing the size of the department (in fact, the Company took the position that the contract required them to post the vacancy – suggesting that the Union should have filed a grievance each time the Shiploading crew was reduced without proper notice being given). At the time one of the main concerns for the Union was that the Company not further reduce the size of the Shiploading crew as the crew and the Mill was experiencing problems with manning shortages.

Also, the Company was still recovering from a poorly managed posting process that required the Union to be vigilant with the postings. In fact, Brother Verde had taken on the task of monitoring every positing and vacancy that occurred. Posting and transfers had been delayed, applications misplaced or magically appeared, and seniority was being sidestepped and abused.

At no point in time did the Union take the position that Brother Stamatakis was not still a member of the Shiploading crew.

The arbitrator also noted that no grievance regarding the posting was filed. As president at the time it was my belief that no grievance was necessary because the Company had never, officially or otherwise, told the Union that he was not a Shiploader or that he was being reassigned to another job or status.

Also, I am aware of a number of employees who, when they returned to work after recovering from injuries or illness or had their work restrictions modified such that they could return to their jobs, were placed in their original jobs or progression lines, with no loss of seniority or other benefits. And in fact, this is what occurred in this case.

The arbitrator would also note that the effect of the position vacancy posting effectively removed Brother Stamatakis from shiploading and the make-up work – that is, the General Equipment Operator work that he had been doing since 1999.

One of the main issues in this case was the fact that the Company was contracting out thousands of hours worth of work that the grievor, or one of the other General Equipment Operators could have performed. While some of the work that was contracted would have required the Company to lease or purchase equipment, the Union unsuccessfully argued that the Company had to pay for that equipment one way or another (it is also the Union's position that the Company would have been

better served if it had done the work in house, much of it on the Landfill and at the Lagoons, as the expertise would have been developed on site rather than by outside contractors that the Company has little control over). In fact, there was so much general equipment work being contracted out that the Union was able to convince the Company to lease another dump truck. However, the truck didn't arrive on site until just after the grievor was sent home in March of 2005.

The evidence the Union provided showed that on a number of occasions management officials told the grievor there was lots of work available for him and that they were very satisfied with his work performance, but, the grievor was told that it was Human Resources that were dictating that there was no work for him.

Regarding comments about the amount of work available for the grievor made by a supervisor, the arbitrator noted that the supervisor is the lowest level of management and that it was not reasonable to believe that a supervisor had the authority to commit the Company to expensive equipment modifications (a supervisor had told the grievor that the Company would accommodate him in the GE job until the Linde powerlifts were modified).

Another concern for the Union at the time was that in early 2004 the Company had notified the Union Contracting Out Committee that it needed to contract out the delivery of several hundred truck loads of gravel to the Landfill, and that there would also be several hundred hours of excavator and compacting work done on the Landfill in order to rebuild and extend the Landfill's capacity. The Union was very concerned about this because in late 1999 the Company had reduced the General Equipment Operator's position by from 7 to 5 employees. The Company has contractually agreed not to reduce the size of the workforce through the use of contractors. One way for the Company to avoid violating this commitment was to fully utilize all of its GE Operators and qualified Shiploaders/Labourers to assist in rebuilding the Landfill.

However, at one point it became apparent to the Union that the Company was using the Shiploaders to supplant the General Equipment Operators in their jobs. The Company had, through the use of flexibility, assigned the GE Operators to relieve in the Purchase Chip position while Shiploaders were being utilized in the GE position. To the Union this was a clear violation of the flexibility agreement – the Company had agreed not to use the "stick in the eye" approach to flexibility; that is to say, flexibility would not be used just because we could, it would only be used where it would improve productivity, improve product quality, reduce downtime and lower costs.

At the time it appeared to the Union the Company had, for all intents and purposes, slotted the grievor into the GE job. The Union has always insisted that prior to any job vacancy being given to an employee needing a work accommodation, the job must be posted. Only after the process was properly followed would the need for an accommodation be properly assessed. Several times in the past the senior person applying for the position was the individual needing the accommodation, thus, foregoing the need to subvert the contractual job posting requirements. The Union emphasized that the Company had to exhaust the Re and Re process prior to any job being used as an accommodation.

The evidence the Company provided regarding the above issues indicated that it was the Union that wanted to end the work accommodation provided to the grievor.

At the arbitration the Union provided several options the Company could have followed and presented several other awards in support of its positions.

The Company on the other hand took the view that the Union had not established a prima facie case of discrimination, thus it would have followed that the Company was not bound by the "duty to accommodate short of an undue hardship" requirement. Alternatively, the Company argued that it had met its duty to accommodate short of an undue hardship.

The arbitrator rejected the Company's position that the Union had failed to establish a prima facie case of discrimination but did accept that the Company had met its duty to accommodate short of an undue hardship. The arbitrator rejected all of the Union's positions and suggested options as unduly costly or disruptive.

## ***Take A Deep Breath And Smell The Roses***

I am very frustrated with this award. There is the knowledge the Company had a great deal of work needing to be done in the General Equipment area. The Company contracted out a great deal of work at the time the grievor was off work. The disabilities incurred by the grievor that limited his ability to work occurred at Eurocan.

The Linde powerlift caused problems for several employees. The effort to have the modifications made to the Lindes started months and years prior to the grievance being filed. Several other employees had complained about the powerlifts. The grievor, because of knee injuries sustained at work, was

restricted to driving the powerlifts. The poor ergonomic design of the Linde for use at Eurocan (driving in reverse 50% of the time) put excessive stress on employees back and spine. Most of the other employees who drove the Lindes were able to switch off to other jobs or take more frequent breaks which helped to relieve the stress on the back.

The fact that the arbitrator accepted the Company's position that the grievor was summarily removed from his job when they posted the job notice goes against everything our Local has stood for in the past.

Moving forward I can say we learnt a great deal from this affair and will strive to do better in the future.

## ***Shocking Tentative Agreement Stirs The CEP***

"May you live in interesting times" is supposedly an old Chinese curse. (*Actually, there is some controversy about the origin of this saying. One of the more popular explanations on the internet is the following: In a speech in Cape Town, South Africa, on June 7, 1966, Robert F. Kennedy said, "There is a Chinese curse which says, "May he live in interesting times." Like it or not, we live in interesting times..." Journalists picked up the phrase and it has become a commonplace.*

*However, the popularity of this "Chinese curse" puzzles Chinese scholars, who have only heard it from Americans. If it is of Chinese origin, it has somehow escaped the literature, although it may be a paraphrase of a liberal translation from a Chinese source, and therefore unrecognizable when translated back to Chinese. It might be related to the Chinese proverb, "It's better to be a dog in a peaceful time than be a man in a chaotic period." Editor.)*

Well, interesting things have certainly been occurring in Port Alberni with CEP Local 592, and by association Local 686. About this time last year we were hearing that Catalyst, who had taken over the 4 Norske Mills, told the employees that they were prepared to invest in new equipment that would see the Mill thrive and prosper but only if the employees were willing to address some contractual issues. The Company was also seeking concessions from the municipality on taxes. Eventually the talks would prove fruitless followed by production curtailments and layoffs to the tune of about 60 employees. This was followed up by another round of curtailments and layoffs of another 185 employees.

Catalyst appeared to be shopping around to find the best deal it could, suggesting that new equipment investments could go to Crofton, one of its other Mills.

In February of this year there was an emergency Wage Caucus meeting called to discuss negotiated contract changes at the Locals in Powell River. The Locals there contended that none of the changes affected main wage; there was no disputing of that fact but certainly there was uneasiness with what Local 1 and 76 had done.

On November 13, 2007 Dave Coles, CEP National President, was compelled to invoke Article 15.02 of the CEP Constitution and ordered Local 592 to postpone a membership vote on a tentative deal with Catalyst until after the December 9 and 10 Wage Caucus meeting.

Copies of the tentative deal have been circulated throughout our Mill. Highlights of the deal are as follows:

- 5 year extension to the current contract;
- A "me-too" clause for the main wage agreement;
- Enhanced retirement packages for employees 55+ as of December 31, 2007; the packages would consist of the contractual severance (2 week's pay for the first 10 years of seniority, 1 week's pay for the remaining years); bridge benefit payable until age 65; coverage under the Retiree Health Care Plan; any funds remaining after the enhanced retirement packages will be available for voluntary severance packages;
- CTMP expansion
- Annualization of pay system for fulltime employees – for production workers on the 12-hour tour, each employee's "salary" would be calculated at their straight time pay for the total number of hours worked and paid time off (vacations, floaters, statutory holiday pay. They would be paid every two weeks, the same amount each pay, unless they worked overtime or on a statutory holiday (they would receive a separate cheque). The shift they would work would be 9 tours of 4 days on – 4 days off followed by 22 days off (the cycle repeats every 90 days, and it shifts 5 to 6 days every year). Each 22-day period would represent two weeks of paid time off. For employees doing the same job, those with more seniority would be paid more than employees with less seniority to account for the greater vacation entitlement. There would be no more banking of overtime. The only paid time off allowed would be the four

22 day periods per year. There would be 5 crews instead of 4, with one crew off on their 22 days at any given time. Any other time off would have to be arranged through mutual exchange with fellow employees. Employees will be eligible to work overtime on all of their days off.

- Maintenance day workers would work a 9-hour 4-day week (Monday to Thursday) with every second week including an 8-hour Friday. There would be no banking of overtime. No overtime paid for 9<sup>th</sup> hour, except on the 8-hour Friday; double time will be paid after 9 hours. There will be no shift differential. There will be a maintenance weekend coverage crew working 10-hour days Thursday through Sunday. Double time paid only after working 10 hours.
- Gate hires to augment mill crews during maintenance days, annual and total mill outages and short term projects.

There were a number of other items noted. Most of the issues in the tentative agreement were local issues. It has been my experience that each Local and Mill has their own way of interpreting various sections of the main wage contract. Creating a new shift schedule, modifying the way paid time off is scheduled and/or taken, while new, are usually local issues. The major main wage issue that has been dealt away is the banking of overtime.

Local 592 representatives who negotiated the deal did not like what they felt they had to do. Their Mill was facing severe cutbacks and a bleak future. With the employer appearing to be willing to run the Mill into the ground and cut their losses, and cut jobs, the Local tried their best to get a deal that would secure new investment for the Mill, and hopefully extend the life of the Mill and the jobs that go with it.

At our Mill, I have heard a number of 55+ years old individuals say they would like to sign the deal (part tongue in cheek). But, not too many other people would be willing to sign on.

The Wage Caucus meeting in December will certainly be an interesting one.

## ***CONGRATULATIONS MARY!!!***

I would like to congratulate Mary Murphy on her win in the recent election and I would like to commend her for continuing to volunteer to serve the members of Local 298. Her impressive showing in the polls clearly indicates that she has strong support in the Local, which I believe will assist the Union in next year's negotiations. I would also like to thank those who voted for me and I look forward to continuing serving the membership in whatever way I can.



### The Local 298:

Thanks to all of you for the fruit basket while I was in the hospital, it was greatly appreciated.

**Leonard Bruce**

## HANG YER HAT ON ME

When the Eurocan Woodmill started up in late 1969, it was a whole different world. For instance, there was no bus service, so if you didn't have a car, truck, motorcycle or bicycle, then you either hitchhiked or walked to work from town.

By the same token, the only females in the employ of Eurocan Pulp & Paper were either secretaries or payroll clerks. One hundred percent of the hourly employees were male. Eurocan was also the only mill anywhere to pay its union employees a northern allowance. While the regular hourly pay cheques were distributed at the main gate every second week, the northern allowance cheques were brought to the Woodmill on the first of each month and distributed by a female payroll clerk in the wood mill lunchroom.

Everything was fine until one young lady from payroll enquired as to where she might hang her hat, at which point three keen and eager lads proceeded to display and provide their respective hat hangers.

From that day forward the northern allowance was included with the hourly pay cheques!

**This is the Old Dog  
Sayin Keep yer feet dry!**



## Sask gov't and Domtar sign memorandum to redevelop Prince Albert pulp mill

**PRINCE ALBERT, Sask. (CP)** - A dormant pulp mill in Prince Albert, Sask., could soon be reopened, creating hundreds of jobs in the northern community.

The Saskatchewan government and Domtar (TSX:UFS) said Wednesday that they have signed a deal with hopes to redevelop the pulp mill in Prince Albert by late summer or early fall 2008.

Montreal-based Domtar said the agreement could result in the redevelopment of the Prince Albert mill into a northern bleached softwood kraft operation producing high-grade pulp for North American and offshore markets.

"This is an important step that could lead to the redevelopment of the Prince Albert mill into a world-class facility," said Domtar CEO Raymond Royer.

"This, of course, can only be achieved if the business case demonstrates that the mill will be a first quartile operation with a Canadian dollar close to par with the U.S. dollar."

The annual production capacity of the redeveloped mill is expected to be approximately 328,000 tonnes.

The Prince Albert mill was shut down in 2006 by Weyerhaeuser, the big U.S.-based forestry company, because of weak paper markets. The operation was later included along with other North American assets that Weyerhaeuser spun off in the merger of its paper business with Domtar.

There are no plans to restart the paper machine and related cutting equipment.

There is an arrangement in the plan for a green energy expansion of the pulp mill, which would include the sale of excess energy produced to SaskPower, the provincial power generator, a review of related logging practices and the eventual construction of a new wood chip and sorting operation.

The Crown Investment Corp. of Saskatchewan would buy a significant portion of Domtar's equity interest in the Wapawekka sawmill and double its size. The Crown agency would also acquire all of Domtar's interest in the former Big River sawmill, redeveloping it as a potential hardwood operation.

Under the agreement, the Saskatchewan government could provide up to \$99.7 million in funding, including \$32.5 million to re-start the pulp mill and for the plant's green energy expansion.

The rest of the money would be spent on equity financing for an ownership position and capital

upgrades to the Wapawekka sawmill and the Big River Sawmill purchase.

"It is not the final deal," Saskatchewan Premier Lorne Calvert acknowledged.

"There are conditions that we will each need to pursue. But we and Domtar are very, very confident that in those conditions there's nothing that's going to prevent this from becoming reality," said Calvert.

The conditions include feasibility studies, regulatory approval and consultations with First Nations groups.

Still, Calvert insisted it's already good news for the community.

"It means of course a return to work for hundreds of people in the community," said Calvert. "It'll mean new opportunities in forestry as we double for instance the Wapawekka sawmill here."

As many as 425 direct jobs are expected to be created, with another 1,000 in the forest and associated businesses.

However, the plan could face challenges from the First Nations community.

"We're not opposed to industry, we're not opposed to any development in our traditional territory," said Chief Lionel Bird of the Montreal Lake Cree Nation. "(But) we have not been consulted at all.

"The fact that they're making an announcement actually is jumping the gun on their part. Basically we haven't agreed to anything."

Bird said the Supreme Court of Canada has made it clear that where aboriginal or treaty rights are or may be affected, First Nations must be consulted by the Crown before any action is taken.

In this case, he said legal action and road blocks have not been ruled out.

"We'll do whatever it takes to get the government to the table," said Bird.

## ***B.C. carpenters end 'epic struggle'***

**Members vote in favour of breaking away from U.S.-based union**

**Brian Morton  
Vancouver Sun**

B.C. carpenters have voted in favour of a settlement allowing them to break from their U.S.-based union in favour of a newer Canadian union.

Approximately 5,000 members of the Construction, Maintenance and Allied Workers Union [CMAW], representing the majority of unionized

carpenters in B.C., voted 76 per cent in favour of the terms of a B.C. Labour Relations Board report allowing separation from the United Brotherhood of Carpenters and Joiners [UBCJ] based in Washington, D.C., a news release said on Thursday.

"We're the first construction union to successfully break away from the international parent outside of Quebec," CMAW president Jan Noster said in an interview Thursday. "We've been in this epic struggle for the last 11 years. We want to control our own destiny in B.C. and not have decisions on construction sites made in Washington, D.C."

Despite that, Noster noted that the Labour Relations Board decision also means CMAW will have to pay the UBCJ \$6 million. The CMAW and UBCJ will also both have the right to represent carpenters in B.C.

But Noster maintained that the \$6 million was a small price to pay for independence. He also said that 95 per cent of carpenters are representing by the CMAW, which was formed in 2005.

"Only a handful of employers will remain with the UBCJ," he said.

Noster said the break was necessary because members felt the U.S.-based union was undemocratic and wasn't responding to workers' needs. "Mandatory bylaws were imposed. They refused to change with the times."

Noster said the decision will mean better relations with B.C. employers and give new union the opportunity to recruit non-union workers, including those from other trades.

"We'll be able to deal with the employers in a much more responsive way, [because] we don't see ourselves as having a type of adversarial relationship. We want to build on that."

Noster said that union membership in the trades has been dropping steadily over the years, including during the current construction boom, but that it's a trend he hopes to change.

He said unionized carpenters make between \$37 and \$41 an hour, compared to non-union carpenters who make \$35 to \$40 an hour. "It's comparable and some non-union [contractors] pay more, but they lack pensions and benefits packages.

"Just 20 per cent of the construction industry in B.C. is now unionized. In the early 1980s, it was 85 per cent. There is no doubt in my mind that this will have a positive impact on being able to reverse the trend."

According to the release, CMAW also represents industrial shop workers and shipyard workers in the Lower Mainland and school board workers in the B.C. interior. It is affiliated with the 150,000-member Communications, Energy and Paperworkers Union of Canada [CEP].

"Our plan is to represent trades people on a wall-to-wall basis," said Noster. "We're going after that huge non-union workforce. We [also] have 150 electrician members right now."

Meanwhile, Tony Heisterkamp, outgoing president of the B.C. Provincial Council of Carpenters [the UBCJ's local entity], said the decision means that "finally we can control our own destiny without having to go to the international parent body."

He said the new union will likely get a lot more interest from carpenters who "didn't want to send their money south."

CEP national president Dave Coles said in a statement that the B.C. vote is historic for Canadian construction workers. "B.C. carpenters as of today are a Canadian union with a model of all-employee organizing that we believe is the way of the future for workers in the Canadian construction industry."

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## ***CMAW wins right to sit on Allied Hydro Council; UBCJA appears not to notice***

CMAW has won another major victory at the BC Labour Relations Board, but the international carpenters union out of Washington, D.C. appears not to have noticed.

On Oct. 16 a labour board panel ruled that CMAW could replace the BC Provincial Council of Carpenters on the Allied Hydro Council, the group of unions which negotiate a poly-party collective agreement for all construction on BC Hydro facilities. This decision in effect reversed an earlier LRB decision which went against CMAW.

Representatives of the international carpenters union have apparently been telling employers and others that CMAW was denied the right to participate in the Allied Hydro Council, contrary to the board's recent decision.

When CMAW applied to replace the Provincial Council of Carpenters on the Council last March, the board turned them down after other unions claimed that CMAW would destabilize the Council.

CMAW appealed that decision in October, and after hearing extensive arguments from lawyers for all sides the panel noted that the unionized sector of the construction industry was losing market share, and that CMAW's structure was an attempt to regain that work by organizing on an industrial model.

"Constituent members of a poly-party union are not required to like one another or to agree with one

another's views on all topics; they are required to work together in a way which is ultimately not self-defeating but rather is for the greater good -- that is for the good of the employees which they collectively represent," the panel said. The panel also noted that CMAW had participated fully with BCBCBTU in the successful negotiations for a new collective agreement with CLRA.

The panel observed that the Allied Hydro Council decision would also be applicable to collective agreements negotiated by councils of unions at SFU, Vancouver School Board and Vancouver Shipyard.

## ***NAFTA lawsuit threatens sovereignty***

CEP/CALM

Exxon Mobil's announcement they will sue Canada under NAFTA provisions over local content and jobs requirements in the Newfoundland offshore oil industry is an outrageous attack on Canadian sovereignty.

Maude Barlow, Chair of the Council of Canadians says "this outrageous challenge is proof that NAFTA was designed for American corporate interests alone. The government of Newfoundland is simply doing what any good government would do in trying to maximize local resources to promote local jobs and prosperity. The Harper government should abrogate this flawed deal once and for all."

"I have some advice for Prime Minister Harper," adds Communications, Energy and Paperworkers Union of Canada National President Dave Coles. "Rather than spending millions of dollars defending Canada before another NAFTA panel, the Prime Minister should simply inform the U.S. administration that Canada no longer recognizes Chapter 11 of NAFTA."

"The very idea that a company like Exxon Mobil can sue Canada and Newfoundland for establishing requirements for research and development and local employment is an outrageous attack on Canadian sovereignty."

## ***Skip this diet***

Internet/CALM

Mr. Johnson was overweight, so his doctor put him on a special new diet.

"I want you to eat regularly for two days, then skip a day, and repeat this process for two weeks. By the next time I see you, you should have lost at least two kilos."

When Mr. Johnson came for his return visit, the doctor was shocked to find his patient had dropped almost 10 kilos.

"Why, this is amazing!" the doctor told him. "You lost all this weight in a couple of weeks by simply following my instructions?"

The slimmed down Mr. Johnson nodded and said, "But, I tell you, I thought I was going to drop dead on the third day."

"From hunger?" asked the doctor.

"No, from skipping."



## Standing Committee Report

*...BEAT The Train...*

By Don Klie

The last Standing Committee meeting was November 13, 2007. Some of the issues discussed are noted below:

1) **Barge loading of scrap metal** – The Company informed the Union that it had arranged for a contract firm to haul away some of the Mill's scrap metal, utilizing a barge for transporting the material elsewhere. The arrangement agreed to at Standing Committee was that our Shiploaders would participate in the loading of the barge. There would be one 7-man gang consisting of a lead hand, 5 Class 1 licensed drivers and one safety representative to film and document the loading for training and for writing up Safe Operating Procedures. Not all of the details were worked out but the Company required the Shiploader to commit to working 10-hour shifts through the weekend and the drivers would be trained on the leased equipment (because of insurance costs).

2) **Supervision in Raw Materials** – The Union reported that they were receiving several complaints about the supervision situation at Raw Materials. There are several different people giving direction to the employees and the workers aren't sure which orders they are supposed to follow. The Union requested that the Company get their house in order and that there be only one person assigned to supervising the crew. The Company acknowledged that the shift supervisor was responsible for the start-of-the-shift tail gate meeting and then later, when the dayshift supervision arrived they would also be giving direction to the crews as well. The Union is absolutely opposed to what is occurring in this area, believing it will lead to confusion, frustration and unsafe working conditions and has requested the Company to correct the situation.

3) **Skeena Sawmill employees** – The Union noted that it was aware West Fraser was trying to find alternate work for its Skeena Sawmill staff employees at its other worksites and requested that Eurocan do all it could to assist the Sawmill's hourly employees with similar work opportunities in our Mill. The Company would only commit to accepting applications from interested employees.

4) **Flexibility pay rate** – The Union sought clarification on how the flexibility pay rate/premiums

were applied to employees' wage rates. The Company noted in 2003 all of the pay rates had the corresponding premiums added in.

5) **Start date for medical benefits** – When a new employee hires on at Eurocan, the Mill doesn't enroll the employee for any of the Welfare Plan's insurance premiums and benefits until after the employee has worked at least 30 days. Some of the insurance premiums are paid for starting at the beginning of the month. If an employee completes his 30 day probation period in the middle of the month the Company is required to pay for the insurance premium for the whole month in order to establish coverage for any time during the month. However, some new employees might have been required to pay for the Medical Services Plan coverage prior to starting at the Mill, and for the first month of service at the mill if they didn't get their 30 days in prior to the end of the month. In the month the employee achieves their 30-day period, the Company is required to pay for the premium in that month.

6) **Vehicle Maintenance vacation policy** – The Company provided clarification on how the policy for vacation was to be applied in the Vehicle Maintenance department. The practice that the Mill was using was to allow for 3 off in 8 but only one at a time at the Terminal Garage. The Company agreed that they were incorrectly applying the policy in regards to the Terminal Garage and indicated that it would be changed to reflect the policy as applied in the rest of the Maintenance department.

7) **Trains blocking the entrance/exit from the Mill** – The Union informed the Company that there were several employees who were complaining about CN Rail's trains blocking the road leaving the Mill and that times in excess of 20 minutes seemed to be occurring regularly. The Union also noted that at least one of the Mill's supervisors was making the situation worse and adding to the anger and frustration of employees, some of who have family commitments needing to be attended to shortly after work. The Company advised that they would investigate the issues with Mike Martins who was the Company's liaison with CN. The Union would suggest that members should call Mr. Martins as well as CN whenever the trains block the road for more than 5 minutes. Martins can be reached at the Mill – (639)-3535, or cell phone – 632-1114. CN can be reached at 1-800-465-9239 or 1-888-888-5909.

8) **First Aid recertification school leave** – The Union raised concern about the Company not following the contract in regards to the leave

provisions as it applies to the First Aid Attendants. The Union was made aware that one of the first aiders was having his shift scheduled changed so that the Company wouldn't have to provide clearance for the individual on his last night shift. The contract states that the employee will be compensated for lost earnings, including the last graveyard shift preceding the day the course begins. The Union considers what the Company is trying to do as a violation of the Labour Agreement. The Company said they would review and respond.

9) **Letter of termination** – The Union questioned why one of the Steam Plant Assistant Superintendents was requesting that an employee provide him with his reasons, in writing, for leaving the Mill. It is the Union's position that no employee is required to provide such a letter. There was speculation in the department that the letter was requested so as to provide proof that employees were not leaving the department because of certain management individuals.

## *Grievance Report*

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

### At Arbitration

**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.

### At Standing Committee

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

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

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

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

**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 #06-84 John Burget** – Prior to August 29th, 2006 – Article II (a) – Staff doing hourly work.

**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 #06-89 Contracting Out Committee**

Sept 14<sup>th</sup>, 2006 – Failure to Notify – Westlund – Fabricate Hog Blow Line (PO# 2010607125 ).

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

**Case #06-92 Contracting Out Committee** – June

5<sup>th</sup>, 2006 – Failure to Notify – Rain Coast Crane hauling a platform.

**Case #06-93 Contracting Out Committee**

June 7<sup>th</sup>, 2006 – Failure to Notify – Rain Coast Crane moving a Container.

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

**Case #06-99 Robert Tomkinson** – Sept 29<sup>th</sup>, 2006 – Unjust Progressive Discipline

**Case #07-03 George Schibli** – January 16<sup>th</sup>, 2007 – Company forcing employee to use banked time to cover absence from work caused by mud slide on Kitimat-Terrace highway

**Case #07-05 C.O.C.** – Jan 17<sup>th</sup>, 2007 – Contracted Out clean up of CMP spill with a Bob Cat to WIC Construction.

**Case #07-06 Brent Ferris** – Jan 19<sup>th</sup>, 2007 – Staff ( Ferd Wuensche ) doing Hourly work.

**Case #07-08 Vern Cote** – Jan 18<sup>th</sup>, 2007 – Eurocan using paid time off to cover absence from work due to mud slide ( road closure ) on Dec 19<sup>th</sup>, 2006.

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

## Grievances at Fact Finding

**Case #07-11 Gary Klukas** – January 31<sup>st</sup>, 2007 – Progression Line move up for OT.

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

**Case #07-13 G.E. Operators** – Jan 31<sup>st</sup>, Feb 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 2007 – OT Call List Violation

**Case #07-14 Bill Jonkman** – Feb 3<sup>rd</sup>, 2007 – Unjust discipline

**Case #07-15 Len Irvine** – Feb 5<sup>th</sup>, 2007 – Contracting Out

**Case #07-16 Deanna Smith** – Feb 27<sup>th</sup>, 2007 – Was told Posting was Cancelled.

**Case #07-17 Chris Campbell** – November 22<sup>nd</sup>, 2006 – Chris was not allowed to Post for the last First Aid Posting.

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

**Case #07-23 Robert Tomkinson** – April 10<sup>th</sup>, 2007 – employee improperly demoted

**Case #07-24 Cary Manahan**  
April 21<sup>st</sup> & 23<sup>rd</sup>, 2007 – Failure to Train Up in Progression Line.

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

**Case #07-27 CEP Local 298**  
June 11<sup>th</sup>, 2007 – Eurocan fails to produce Contractors Union Cards.

**Case #07-28 Traffic Department**  
2007 Shut Down – Seniority, Over Time Distribution, Misrepresentation & Double Standard.

**Case #07-29 CEP Local 298**  
June 23<sup>rd</sup>, 2007 – Vessel Entry Procedure Moved to Step 2 on July 15<sup>th</sup>, 2007 Moved to Step 3 on August 7<sup>th</sup>, 2007

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

**Case #07-31 Laura Carpino**  
May 31<sup>st</sup>, 2007 – Call List Violation

**Case #07-32 Mike Keating**  
July 30<sup>th</sup>, 2007 – Not wanting Work In Kind

**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.

## Completed Grievances

**Dino Stamatakis** – Mar 4/05 – case #05-18 – failure to accommodate. **The arbitrator dismissed the grievance.**

**Case #07-09 Jim Eyre** – January 21<sup>st</sup>, 2007 – Terminal OT Call List Violation. **The Union accepted the Company's offer of in-kind remedy.**

## *NAFTA rejects suit against Canada Post*

CCPA Monitor/CCPA/CALM

United Parcel Service's complaint under NAFTA's Chapter 11 that its profits and investments were being reduced by Canada Post's alleged "unfair delivery advantage" has been rejected by a NAFTA tribunal.

UPS sued Canada more than six years ago, but the tribunal finally dismissed its allegations that Canada Post's publicly funded post offices and mailboxes constituted unfair treatment of UPS.

"We are happy that the tribunal rejected UPS's complaint," said Deborah Burke, president of the Canadian Union of Postal Workers, "but that doesn't mean that we think NAFTA works. After all, NAFTA allowed UPS in effect to put a key Canadian public service on trial for six years before a secret, undemocratic offshore tribunal. Surely the Canadian public and Canadian workers should have the right to be heard when their public services or jobs are threatened."

Trade lawyer Steven Shrybman, who represents the Canadian Union of Postal Workers and the Council of Canadians, said that, victory or not, the two organizations believe that NAFTA rules allowing foreign corporations to sue governments are unconstitutional. CUPW and the Council of Canadians have asked the Supreme Court of Canada to hear an appeal concerning the constitutionality of NAFTA's investment rules.

## ***U.A.W. Chiefs Unanimously Back G.M. Accord***

<http://www.nytimes.com>

By NICK BUNKLEY

**DETROIT, Sept. 28** — United Automobile Workers leaders at General Motors unanimously approved a new four-year agreement today that calls for G.M. to invest \$29.9 billion in a health care trust that would take its liability for retiree benefits off its books.

G.M. also agreed to invest in 16 American factories, in a step that the U.A.W.'s president, Ron Gettelfinger, called "unprecedented product guarantees" and "a total moratorium on outsourcing."

The union has tried to win pledges from G.M. in the past that it would not send work outside the company, only to see G.M. close factories and cut thousands of jobs.

Still, details of the contract, contained in a brochure distributed to union leaders, showed that there were gains for both G.M. and the U.A.W. in the pact, which now goes to workers for a vote.

Informational meetings will start this weekend at union locals around the country.

Mr. Gettelfinger said he expected the rank and file to ratify the contract by Oct. 10.

The unanimous approval by local leaders "gives us a pretty good indication that the agreement will be accepted by the membership nationwide," Mr. Gettelfinger said at a news conference this afternoon.

## ***VEBA takes employer off the hook for health benefits***

The centerpiece of the new contract is a voluntary employee benefit association, or VEBA, a health care trust that would assume responsibility for the benefits G.M. expects to pay its retirees. G.M. estimates its liability at more than \$50 billion.

The trust requires court and regulatory approval that is expected to take about two years. Once the trust is established, G.M. will fund it with an initial investment of \$24.1 billion. It told the union that it would invest \$5.8 billion in following years, bringing the total to \$29.9 billion.

G.M. pledged to provide more, up to an additional \$1.6 billion, over 20 years, if the trust's investments do not achieve the earnings that G.M. expects.

The VEBA would take effect Jan. 1, 2010. Until then, G.M. would pay \$5.4 billion to maintain the current retiree health care plan. Retirees would

receive lump-sum bonuses of up to \$700 annually in the next four years.

Along with taking the liability off G.M.'s books, the trust would protect workers in the event of a bankruptcy, since its assets would not be held by G.M.

## ***Lump sum bonuses not folded into wage rate***

The company would pay workers a \$3,000 bonus once the contract is signed. They would receive lump-sum payments in the next three years, but those would not be folded into their wages.

Over the four-year term of the contract, those bonuses and cost-of-living pay increases will be worth an estimated \$13,056 more to an average worker than the previous agreement, the brochure said.

G.M. would permanently hire 3,000 temporary workers, who would then receive regular wages and benefits.

## ***New hires get half the pay***

Wages for an assembly worker will increase to \$28.85 after four years from \$28.12 now. Certain "non-core" positions will be split into a two-tiered system under which new hires will earn \$14 to \$14.61 an hour — or roughly half as much as current workers in those jobs are paid.

The agreement continues an often-criticized job-security provision known as the Jobs Bank, which enables workers to continue receiving pay and benefits after being laid off, but Mr. Gettelfinger said it would have new restrictions on the duration of eligibility.

Among G.M.'s commitments to the union was a promise to build the Chevrolet Volt, a hybrid-electric car, in its Hamtramck, Mich., plant, beginning in 2010. G.M. has said production of the car could start a year later, however.

The Volt is a pet project of G.M.'s vice chairman, Robert A. Lutz, who said today that G.M. was pleased with the contract.

"Anything that improves America's competitiveness is great, and this contract we believe very seriously does," Mr. Lutz said in an interview. "It eliminates a lot of obstacles that were clouding the future of the automobile business."

Local leaders attending this morning's meeting said much of it was spent discussing the health care

trust. Some union members have come out in opposition to the concept.

Many said they expect their members to ratify the deal. "It's impressive," said Doug Rademacher, president of U.A.W. Local 602 in Lansing, Mich.

Eldon Renaud, president of U.A.W. Local 2164, said he was "very excited" about news that G.M.'s Bowling Green, Ky., plant will add production of the Saturn Sky and Pontiac Solstice in 2012. The factory now builds the Cadillac XLR and Chevrolet Corvette sports cars.

"I've been actively trying to get those cars because we only have a one-shift operation," Mr. Renaud said.

He said the new cars would probably bring the plant's production up to a full two shifts, which in essence would assure its future. Car plants with just one shift of production are seen as vulnerable to shut downs.

Mr. Renaud said he expected the plant's employment to triple from the current 960.

"I'm just elated," he said. "My feet haven't touched the ground."

The U.A.W.'s previous contract with the Detroit automaker expired Sept. 14. It still must negotiate deals with the Ford Motor Company and Chrysler LLC.

Mr. Gettelfinger said the union would begin talking with those companies next week but said he had not decided whether to conduct talks simultaneously or in succession.

*Micheline Maynard contributed reporting from New York, and Mary M. Chapman from Detroit. (Please note that the three highlight headings in this article were added by the Newsletter Editor.)*

## ***Law barring teachers from serving as school trustees upheld by Supreme Court*** lancasterhouse.com

In an 8-1 decision, the Supreme Court of Canada has upheld Alberta legislation that requires teachers and other school employees to take a leave of absence while running for office as school trustees, and to resign from their employment if elected to school boards. The Supreme Court ruled that the legislation does not violate either the guarantee of freedom of expression in section 2(b) or the equality guarantee in section 15(1) of the Charter of Rights and Freedoms.

## ***Alberta teachers challenge political restrictions***

In 2004, the government of Alberta amended the Local Authorities Election Act to change the provisions concerning the election of school trustees. Previously, the Act had restricted public school employees from running for trustee positions in those school districts for which they worked. Public school employees seeking election to the school boards that employed them were required to take a leave of absence during the election, and to resign if elected.

Under the new law, which was enacted following a particularly acrimonious teacher strike, a person employed by any school district or division, charter school, or private school in Alberta was required to take a leave of absence in order to run for any school board in the province, whether or not employed by that board, and was deemed to have resigned if elected.

Challenges to the law were mounted by the Alberta Teachers' Association, a teacher who intended to seek election to a school board, and three teachers who were serving as trustees on school boards that did not employ them at the time the amendments were passed.

The teachers asserted that the restrictions on school employees running as school trustees anywhere in the province infringed their freedom of expression and their equality rights under sections 2(b) and 15(1) of the Canadian Charter of Rights and Freedoms. At trial, the Alberta Court of Queen's Bench found in the teachers' favour with respect to the section 2(b) freedom of expression argument, and did not rule on the section 15(1) equality rights claim. On appeal, the Alberta Court of Appeal overturned the trial judge's decision, rejecting the teachers' arguments relating to both sections 2(b) and 15(1).

## ***No infringement of Charter, Supreme Court rules***

The Supreme Court of Canada affirmed (8-1) the Alberta Court of Appeal's decision, holding that neither the teachers' freedom of expression nor their equality rights had been infringed.

*(a) Freedom of expression not infringed, majority holds*

Speaking for five members of the Court, Justice Marshall Rothstein pointed out that the teachers were asserting a positive obligation on the part of government to protect them, rather than a negative obligation not to interfere with their right to freedom of expression, and that being the case, they could succeed only in exceptional circumstances.

In determining whether a positive obligation should be imposed on government to protect or assist in the exercise of a fundamental freedom such as freedom of expression, Rothstein referred to the factors set out in the Court's 2001 decision in *Dunmore*, which involved a claim that labour legislation infringed s.2(d) of the Charter, i.e. freedom of association, when it denied agricultural workers access to a statutory regime that included the right to collectively bargain. Adopting these factors, Rothstein ruled that (1) claims of underinclusion should be grounded in fundamental Charter freedoms rather than on access to a particular statutory regime; (2) the claimant must demonstrate that exclusion from the statutory regime permits a "substantial interference" with activity protected under s.2 of the Charter, or that the purpose of the exclusion was to infringe such activity; and (3) the state must be accountable for the inability to exercise the fundamental freedom – i.e., the failure to protect "substantially orchestrates, encourages or sustains the violation of the fundamental freedoms."

In this case, Rothstein ruled that the teachers' claim did not meet the first criterion from *Dunmore*, namely that claims of underinclusion should be grounded in fundamental Charter freedoms rather than in access to a particular statutory regime, as the teachers sought access to the platform of school trustee candidacy and school trusteeship, which, despite its uniqueness in terms of affording a platform for expression on matters related to education, did not itself constitute a "fundamental freedom." Rothstein further held that the second criterion in *Dunmore* had not been met, in that the teachers had "not established that their practical exclusion from school trusteeship substantially interfered with their ability to express themselves on matters relating to the education system," as they were still free to speak at school trustee meetings, to lobby trustees, to sit on school councils, to write letters to public officials, and to make their concerns heard through the media. Nor, in Rothstein's view, had the teachers shown that the purpose of the amendments was to interfere with their freedom of expression, as they had not proven any causal link between the amendment and the strike that preceded it.

Speaking for himself and two other concurring judges, Justice Louis LeBel agreed that the teachers' freedom of expression had not been violated, and

indeed went further in finding that the teachers' freedom of expression was not engaged at all. In LeBel's view, the teachers sought constitutional protection for a right "to take part in the management of Alberta's local education system," and the amendments "[did] not prevent [the teachers] from expressing views on any subject, let alone education."

*(b) Equality rights not violated, majority rules*

Rothstein also concluded that the teachers' section 15(1) equality rights had not been infringed, as their claim did not meet the criteria set out in the Supreme Court's 1999 decision in *Law v. Canada*. While the amendments resulted in differential treatment between school employees and others (such as municipal employees, who were allowed to run for positions on the councils of municipalities other than their employer), the differential treatment was not based on one of the grounds enumerated in section 15(1) – such as age, race, sex, etc. – nor on a ground analogous to the enumerated grounds. In Rothstein's view, school employees' and teachers' occupational status was not an "immutable characteristic" such as race or disability, nor a characteristic that was changeable only at great personal cost such as religion. Nor could school employees be characterized as a "discrete and insular minority" whose occupational status was "a constant marker of suspect decision-making or potential discrimination."

***Lone dissenting judge finds infringement of freedom of expression***

In a dissent, Justice Morris Fish ruled that the government of Alberta had deliberately suppressed the teachers' political expression, noting that the amendments were enacted "following a bitter labour dispute" between school employees and the Alberta government. Fish further rejected the government's justification that the amendments were motivated by a wish to avoid conflicts of interest, since the existing legislation already served to minimize conflicts of interest by barring school employees from serving on their employing school boards, only three out of 420 Alberta school trustees were also school board employees, "potential conflicts arose only two or three times a year" and they had been adequately dealt with by the trustees recusing themselves from voting on the matters in question.

Fish held that the teachers' claim was grounded in the "freedom to express oneself meaningfully on matters related to education," and that this freedom "[existed] independently of any statutory enactment" and was thus constitutionally protected. According to Fish, "[s]eeking and holding office as a school trustee" was "a uniquely effective means of expressing one's views on education policy," and could not be compared to writing a letter or speaking at a meeting. By "excluding school employees from the ability to run for and serve as trustees," Fish held, the government of Alberta had "substantially interfered with their ability to exercise this freedom."

According to Fish, the majority had interpreted *Dunmore* in a way that "would allow legislatures, limited only by their obligations under s.15, to systematically deny groups access to statutory platforms of expression otherwise available to the public at large." In Fish's view, it would be "ironic for the Court's generous interpretation of freedom of association under s.2(d) in *Dunmore* to now be invoked here for the purpose of narrowing the Court's traditionally broad interpretation of the historically and conceptually distinct freedom of expression guaranteed by section 2(b)." The Alberta government was not being asked "to establish for anyone a previously non-existent platform of expression," but rather to restore to the teachers "access to a generally available platform of expression."

## *"Punny" work history*

Internet/CALM

My first job was working in an orange juice factory. I got canned because I couldn't concentrate.

Then I worked in the woods as a lumberjack, but I just couldn't hack it, so they gave me the axe.

After that I tried to be a tailor, but I just wasn't suited for it. Mainly because it was a sew-sew job.

Next I tried working in a muffler factory but that was exhausting.

I worked as a pilot but eventually got grounded for taking off too much.

I tried teaching but I didn't make the grade.

I spent a few years as a psychiatrist but my patients' problems drove me crazy.

I wanted to be a barber, but I just couldn't cut it.

I tried to be a chef. I figured it would add a little spice to my life but I didn't have enough thyme.

I attempted to be a deli worker, but any way I sliced it, I couldn't cut the mustard.

My best job was being a musician, but my performances weren't noteworthy.

I was a pretty good optometrist, but it was hard to focus.

I worked a long time as a medical doctor. I gave it my best shot, but I didn't have enough patients.

My next was a job in a shoe factory, but I didn't feel it my sole.

I became a fisher, but discovered I couldn't live on my net income.

I thought about becoming a witch, and I tried it for a spell.

I got a good job working for a pool maintenance company, but the work was just too draining.

Then I got a job at the zoo feeding giraffes, but they fired me because I wasn't up to it.

So I got a job in at a health spa, but they said I wasn't fit for the job.

My years as an exterminator were pretty good, but I finally got tired of the rat race.

I found being an electrician interesting, the work was shocking and it kind of turned me off.

I was a gardener for a while, but I didn't grow with the job although I was raking in a lot of money.

My career as a stand-up comedian was a success. The reviewers thought I was a big joke.

After many years of trying to find steady work, I finally got a job as a historian but there was no future in it.

My last job was working at Starbucks, but I quit. It was always the same old grind.

## *Canada headed for historic auto trade deficit*

CAW/CALM

The Canadian Auto Workers Union has released a new report showing that Canada's automotive trade balance has deteriorated so dramatically this past year, it's now on track to largest automotive trade deficit in its history.

"Canada's Deteriorating Automotive Trade Performance" gives statistical evidence of the erosion of the country's once-impressive record in auto trade.

The report uses data covering auto exports and imports to show that Canada imported more auto products than it exported for the first seven months of 2007—\$4.3 billion worth. This year's total automotive trade deficit could reach \$8 billion.

Canada's largest automotive trade deficit is with Japan (more than \$6 billion), while the most unbalanced automotive trade relationship is with Korea—from whom we purchase 183 times as much automotive value as we sell there.

The fastest-growing automotive imports have been from China (up by more than 1200 per cent in 10 years) and Korea (up by almost 600 per cent).



## ***CEP WESTERN REGION RANK & FILE Executive Board Report***

**November 20, 2007**

The National Executive Board held the first Board meeting for this fiscal year on October 17-19<sup>th</sup>, 2007.

President Dave Coles began the meeting on a point of personal privilege to deal with allegations of misappropriation of funds. Dave explained that there had been a disagreement with the Senior Officers as to how the Moving Policy was to apply to the Officers. Dave explained that the money had been returned to the National Union and that it had been dealt with by the Vice Presidents from the regions along with Peter Murdoch Vice President Media and Gaétan Ménard Secretary Treasurer prior to the June NEB meeting. On the advice of that group it was not brought to the attention of the rest of the Board as it was determined to be an administrative issue.

A committee has been established to review the Moving Policy for Officers which currently follows the National Representative Union's Collective Agreement. Donna Fauchoux along with Wendy Sol sits on that committee for the Western Region. If anyone has any suggestions or comments that could be helpful in improving our existing policy please feel free to email them to Donna so she can take them forward to the next meeting.

Our fiscal year just ended and resulted in a 2.2 million surplus that was put toward the deficit. This is a result of better than expected revenues as well as a very good effort by everyone; officers, staff and members ensuring that we are being disciplined with our spending. Over the last 2 years we have reduced the deficit by nearly 5 millions dollars which is an incredible achievement.

### ***Union Dues set to decrease in February 2008***

We also approved the budget for 2007-2008. The budget is once again both balanced, and very conservative. A number of factors such as the uncertainty in the forest industry, foreign ownership in media and telecommunications and others make it very difficult to project the impact on revenues. The budget was based on a reduction of a further 3000 members and a projected salary increase for our members of 2.5%. The Board reconfirmed our

commitment to do everything we can to ensure that we are debt free before the next convention and you'll see that reflected in this year's budget. Some of the highlights of the budget for the Western Region are; the hiring of 2 more staff, one position in Alberta and the other in British Columbia, an organizing budget of \$486,916. We were also able to allocate \$60,000 to the Mentorship program which will now be its own line item in the budget. The Defence Fund has also reached the \$25 Million mark so the per capita dues will be returning to 0.78% starting in February 2008.

The Board unanimously approved the merger agreement with the Canadian Telecommunications Employee's Association (CTEA). This is a historical merger as the CEP is now unquestionably the largest Telecommunications Union in Canada. The merger will see the CEP gain 12,000 members at no cost as the CTEA will be covering all the cost associated with the merger. The agreement also allows the CTEA two National Director positions, one each from Quebec and Ontario. These Directors will sit on the National Executive Board for a period of 8 years with voice but no vote.

Throughout the week the Board was updated on the status on a number of the campaigns we have undertaken since the last convention. The Keystone campaign is continuing with the next steps which include, appealing to Cabinet, demanding a parliamentary hearing with the Natural Resources Committee and of course further lobbying as this will be an issue in the next Federal election. The campaign also now includes 2 further projects concerning the export of bitumen, the Southern Lights and Alberta Clipper campaigns were approved by the Board prior to this Board meeting. The Keystone campaign exposed the need for the National to re-examine and update our National Energy Policy. A committee was established with the expectation that they would review the policy and provide a draft of the recommendation to the NEB at our January meeting. The Board approved a further \$50,000 from the Defence Fund to continue these campaigns.

The crisis in the Forest industry continues to worsen with each passing day. A number of projects and events have taken place over the last year in all the regions concerning this important issue. The Federal Government recently established a sector council which will examine the many issues facing this sector. The CEP and USW are members of the council and they are scheduled to meet and establish bylaws.

The Board approved a further \$100,000 from the Defence Fund to continue the regional and national campaign.

The Board also approved a donation of \$10,000 to the Canadian Health Coalition campaign in support of the establishment of a National Pharmacare Program.

The Board passed a motion sponsoring a historical Reproductive Hazard Study which will take place over the next 2 years. The project will be conducted by Motherisk the largest reproductive research facility in the world. The CEP will fund the project \$30, 000 in each year of the 2 year study. This is the first study which will examine the impact a wide variety of workplace hazards, which our members face daily, has on the reproductive systems. The fact that CEP along with Motherisk are the sole funding agencies will ensure the academic credibility of the study.

As many of you are already aware because of our financial situation the CEP had to stop the practice of making loans to Locals to cover the cost of benefits during lockouts and strikes. However, at the last convention the Officers committee report recommended that we find a solution to this problem. The Board has approved the principle of providing loan guarantees to financial institutions for Locals who are on strike or being locked out. There are a number of conditions which will have to be met in order to guarantee a loan and each guarantee will require approval from the National Executive Board. There will be a communication sent to all the Locals outlining the terms and conditions from the National office.

The Organizing Committee met during the week and is scheduled to meet again in early December. The committee has worked hard since the last convention and will be prepared to present the draft Strategic Organizing Program to the NEB at our January meeting. This will allow all the Locals ample opportunity to view the program prior to the 2008 Convention in Montreal, where it will be debated and voted on.

The Bonding Committee was able to wrap up its work during this NEB meeting. The Board approved a number of recommendations from the committee. Some of the recommendations include: sending a bonding issues summary to all the Locals, creations of a new course for trustees, creation of a 1-800 number enabling the Locals to contact the National toll free and the creation of a position at the National Office to, among other things, provide assistance and support to all the Locals' Trustees and Financial Officers.

At the last NEB meeting a motion was passed concerning the CEP sponsorship regarding venture capital funds and in particular the SaskWorks fund in Saskatchewan. At the time the NEB was ensuring the protection of the National Union from any liability. The

motion however did not allow the SaskWorks fund the time required to facilitate a transition from being a CEP sponsored fund to a confederation of unions sponsored fund. Therefore the NEB passed a motion suspending that motion until our June NEB meeting. This will allow the SaskWorks fund the time necessary to ensure that everything is in order prior to the June NEB meeting, when the full intent of that motion will take place.

We all attended the National Women's Conference in Ottawa. The conference was a huge success with over 200 delegates. The format was a new approach to the CEP and involved panel presentation to the whole group followed by a smaller group working discussion. The format was quite successful and encourages a very broad range of experience and knowledge to the smaller group discussions.

Brother Cec Makowski, Vice President of Ontario announced his retirement effective February 1, 2008. Brother Makowski has dedicated his life to the Labour movement and this Union; the Rank & File members wish him and his family all the best in his retirement.

The next NEB meeting is scheduled for the end of January 2008. We would like to wish all the Locals and the membership in the Western Region a safe and happy holidays.

**In Solidarity,  
Rank File Board Members  
Angela Adams  
Donna Fauchoux  
Wally Ewanicke  
Scott Doherty**



**Kitimat Industrial Challenge  
Curling Champs for 2007**

## 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	----
Scott MacGregor	Terminal Warehouse	----
Steven Boudreau	Pulpmill	----
Dean Campbell	Electrical	----
Deanna Smith	Traffic	----
Lesil Coverdale	Raw Materials	----
Jeremy Striker	Pulpmill	----
Kurt Muller	Pulpmill	----
Jamie Harker	Steam Plant	----
Fred Hill	Maintenance	----
Mike Mailloux	Maintenance	----
Wade Waterman	Machinist	----

**The next General Membership Meeting is at 4:30 pm, Wednesday, November 14, 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), or Ilona Kenny.

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



Puzzle date: Monday, November 26, 2007

**ACROSS**

- 1) Big name in Norway
- 5) Animation art pieces
- 9) French clerics
- 14) Wee hole
- 15) Useful plant
- 16) Shoreline
- 17) Highway tax
- 18) Nose cone covering
- 19) Bistro offering
- 20) Ranch owner?
- 23) Born
- 24) They're a laugh a minute
- 25) Disarranged
- 27) Corner of a diamond
- 30) Silvery fish
- 31) Org. for McBeal
- 32) Kind of drum
- 35) Mind-boggling time spans
- 38) Survive, just
- 40) Reproduction needs
- 41) Computer part
- 42) Start to date
- 43) Piece of cloth
- 45) Sra. relative
- 46) Give away
- 48) Tenant
- 50) Like some fruits
- 52) Burning
- 54) Varnish ingredient, perhaps
- 55) Instrument for determining the distance of an object
- 60) Major potato producer
- 62) Tobacco dryer
- 63) Hatcher of TV
- 64) "Dallas" Miss
- 65) Late Slav leader
- 66) Genuine
- 67) One with a net income
- 68) "I knew \_\_\_ instant"
- 69) Comic Johnson



**ON THE RANCH**

By Robert H. Wolfe  
 Edited by Timothy Parker

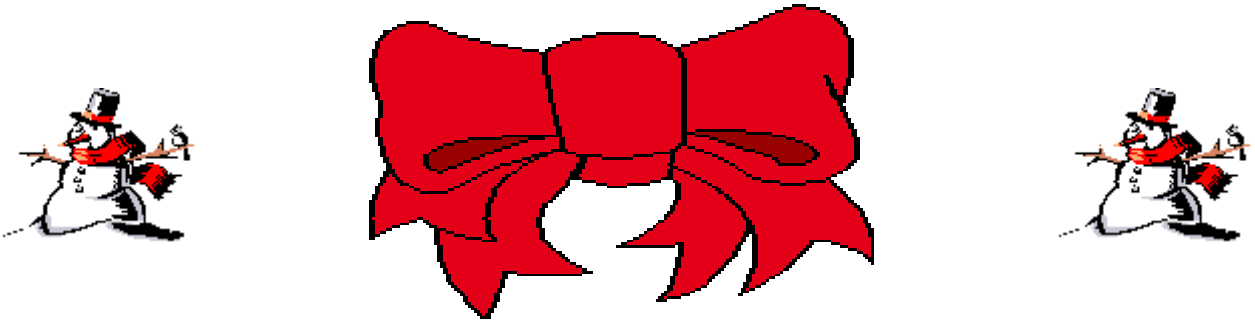
**DOWN**

- 1) Makes up one's mind
- 2) Robber's haul
- 3) Singing son
- 4) Zipper alternative
- 5) Terminal of a cell
- 6) "Cats" inspirer
- 7) Reclines lazily
- 8) It's planted
- 9) Grow, as capital
- 10) It can constrict
- 11) Stunt flies, as at a fair
- 12) Cosmetician Lauder
- 13) Ranch animal
- 21) Tightly curled
- 22) One-named model
- 26) Winter transport
- 27) Adventure story
- 28) "\_\_\_ Holden" (Bachelier)
- 29) Open audition
- 30) Bed support
- 33) Chicago, in a song
- 34) F.D.R. creation
- 36) Alaskan town
- 37) Hook's aide
- 39) Partner of birds
- 41) Oteri of "SNL"
- 43) Protein source
- 44) Davis of "Amen"
- 47) Uncomfortable spasms
- 49) Nissan model
- 50) "Lord of the \_\_\_"
- 51) Big server
- 52) "Come \_\_\_?"
- 53) Roman holiday
- 56) Reply to the Little Red Hen
- 57) Venison source
- 58) QED part
- 59) Annoy
- 61) Hurry

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## **NOTICE**



**PLEASE NOTE THAT DUE TO HOLIDAYS THE UNION OFFICE WILL BE CLOSED FROM DECEMBER 13<sup>TH</sup> TO JANUARY 11<sup>TH</sup> INCLUSIVE. IF YOU NEED ASSISTANCE DURING THIS TIME PLEASE CONTACT YOUR SHOP STEWARD OR YOUR EXECUTIVE. YOU MAY ALSO LEAVE A MESSAGE ON THE OFFICE ANSWERING MACHINE. THE OFFICE WILL OPEN AGAIN AT 9:00 A.M. MONDAY JANUARY 14<sup>TH</sup>, 2008.**

**HOPE YOU ALL HAVE A MERRY CHRISTMAS AND HAPPY NEW YEAR!**

# ***BARGAINING SURVEY***

**Please note that this will be the last time this survey will be in the Newsletter. The Wage Delegates will be taking all of the surveys handed in and preparing a list of proposed wage demands to be included as part of the CEP Wage Caucus demands. The list will be voted on and approved by the membership at the January 2008 Membership Meeting prior to be forwarded to the Wage Caucus.**

The following survey is designed to provide your wage delegate committee with a clear indication as to what the members would like to see at the table for the next round of negotiations. The current collective agreement ends May 1, 2008

Please return your completed survey to your shop steward or the union hall. Listed below are some issues which you can indicate your interest or preference for. You can also add any issue you think important.

**Occupation:**

**Years of Employment:**

**Shift:**

**SUGGESTIONS:**

**Length of next contract:**

**Wage increase:**            %

**Banked overtime:**

**Blue Net Card:**

**10 hour shift proposal:**

**Retiree full Benefits:**

**Negotiating incentives:**

**Suggestions, Concerns, Issues you feel need to be addressed during negotiations.**