



# LOCAL 298 NEWSLETTER

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

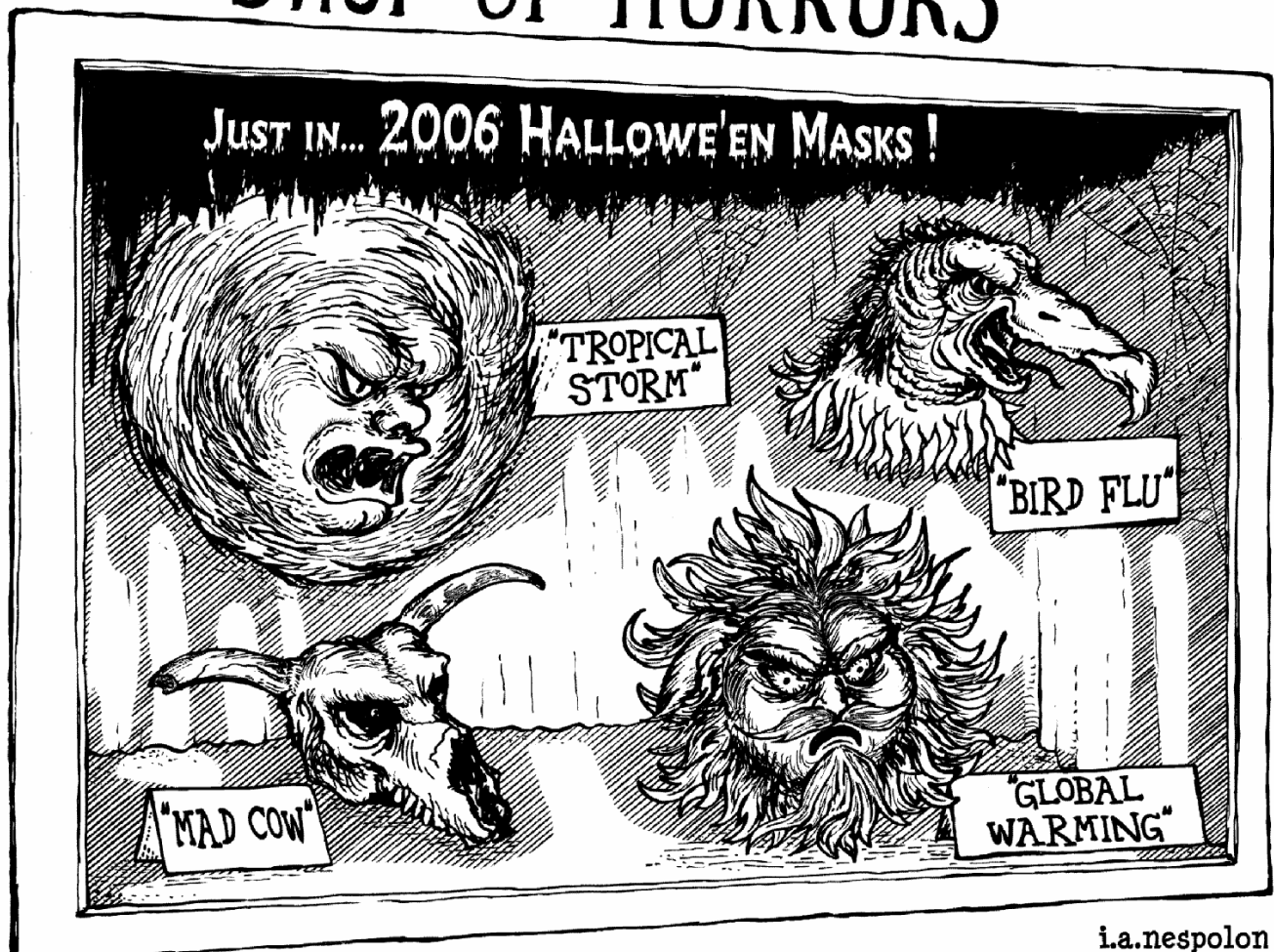
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## SHOP OF HORRORS



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## Executive Officers For 2006

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

## Committees

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

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

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

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

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

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

**Sunshine Committee:** Dorothy Birkett

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

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

**Apprenticeship:** .....Paul Wilson, Rick Wittmann,  
 Kevin Gentile

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

### **Chief Shop Steward**

Steve Dudra

### **Yard & Stores**

Mary Murphy

### **Janitorial**

### **Raw Materials**

Mike Holland

Arnie Carrita

### **Steam Plant**

Andy Sanwald

### **and**

Richard Crockart

### **Pulp Mill**

Lucky Bhullar

Dave Burrows

Kevin Read

Jim Harrison

Cary Manahan

Arnie Lepisto

### **Shiploaders**

Dino Stamatakis

### **Warehouse\Dock**

Jason Smith

### **Maint. Pipefitter**

Al Hummel

Dan Belleville

### **Electrical**

Rick Wittmann

Elvis Resendes

### **Inst. Mech.**

Pablito Mendoza

### **Millwrights/Oilers**

Gary Drake

### **Millwrights**

Derek Smith

Paul Wilson

Paul O'Driscoll

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

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

# WARNING!!!

THIS NEWSLETTER IS RATED:

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**FOR UNION!**

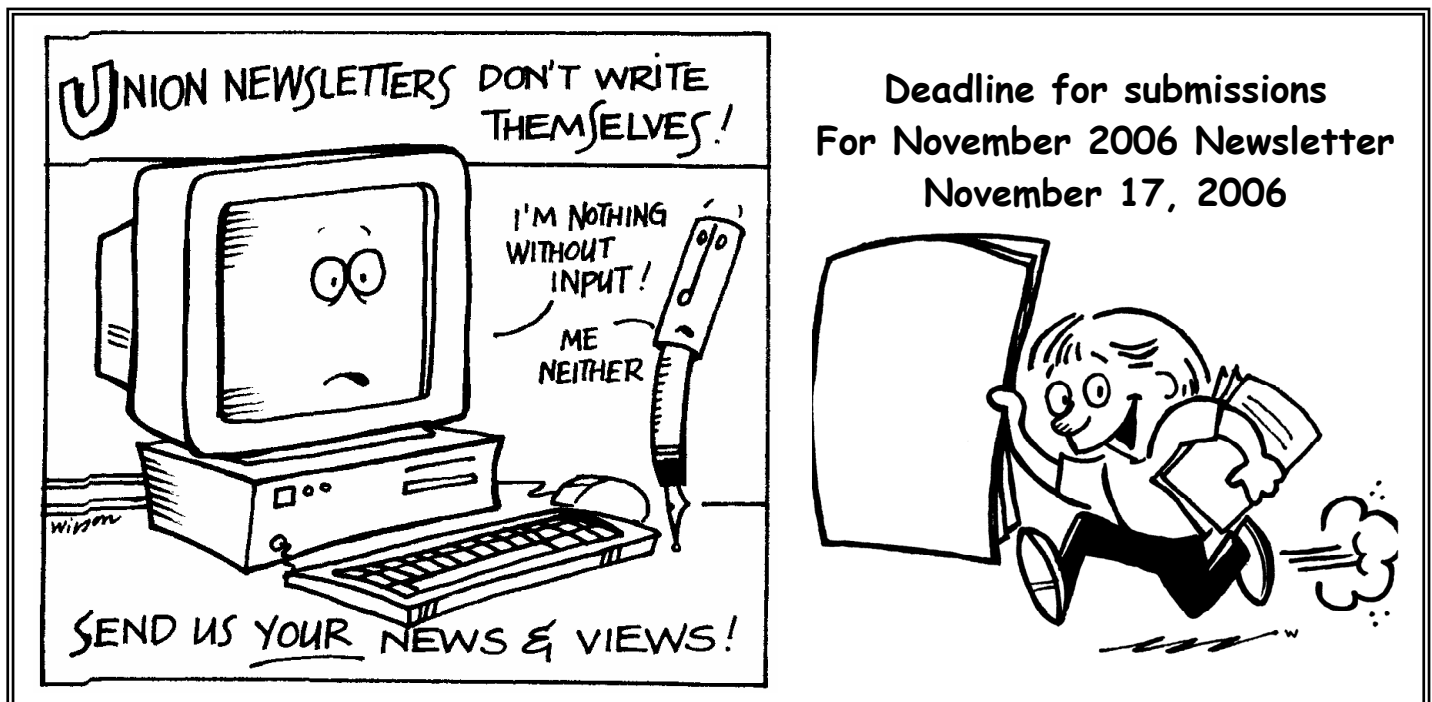
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## Union Office Hours:

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Editor: Don Klie



## President's Report

## *Pulpmill Quick to Address Concerns*

By Don Klie

The Union recently did an audit on one of the lockout sheets used in the Pulpmill to lockout the 422 washer line. What we discovered was that on more than half of the 16 valves used in the lockout, the numbered identification tag which was indicated on the lockout sheet wasn't on the valves that were being locked out. The Union sent a letter to the department superintendent requesting that he look into this matter and correct the situation.

The Union's obvious concern here was that there were errors on the lockout sheet. While it is uncertain how long those errors had existed we assume that they had developed over time rather than just a one time occurrence.

Also tied into this issue is whether or not the Pulpmill has procedures in place for monitoring this type of thing and, when errors are discovered, how are they dealt with?

The Union's position, and we believe that of the Company's, is that all points used on lockout sheets for locking out a system must have an identifying number plus a short description of the actual point.

A good example of this is the electrical control switches; on the switch in the MCC Room there is a number on the tag and a short description of the piece of equipment it controls.

For the valves out in the field it is often sufficient to just have a numbered tag hanging somewhere on the valve because usually the valve is associated with a piece of labelled equipment; e.g.: inlet valve for a refiner.

But, sometimes things aren't as straightforward as that; take for example a lockout on the digesters. Quite often automatic valves are used as part of the lockout and what actually gets a lock put on it is the manual air supply valve that controls the automatic valve. These air supply valves are usually located in convenient spaces near the automatic, on a wall or beam; consequently, it could be easy to confuse which air supply valve actually controls the automatic.

Some valves are located far away from any identifiable equipment, and/or tracing lines back to their source or to what they supply are very difficult to identify.

We have been very fortunate at Eurocan in that there have been few, if any, injuries caused by lockout errors. But, the potential for real harm is recognized by everyone.

With the high turnover rate that we are now currently and expecting to experience in the future in some departments, there will be a lot of people being



trained for new jobs. With the extra stress of the higher than normal levels of training, and still trying to deal with meeting the time-off demands of the department and filling in for absences caused by illness and/or injury, mistakes will be made. Also, the Company has a policy of putting supervisors in charge of areas that don't match their training. It sometimes takes awhile for new people to pick up on the proper procedures to follow. For some people it is second nature to ignore what they don't know and just go ahead and do what they think is right without asking for someone else's help. We must all be on guard against this type of response.

The Pulpmill was quick to address the concerns of the Union. The department is now auditing all of their lockout sheets and an extra effort is being put into putting identifying numbered tags on all valves that are used on lockout sheets. The department is also implementing procedures that will ensure that when errors are found on the lockout sheets they will be addressed immediately. Also, when equipment is being replaced out in the field, such as valves, that have identifying information on them, the procedures will require that the information be transferred to the new equipment.

Something the Pulpmill has introduced recently that has been of great assistance to the operators out in the field is including a flow diagram of the equipment needing to be locked out as part of the lockout sheet.

It is very important to all of us that the integrity of the lockout procedure maintain the highest standards. We must learn from our experience, and things that were common place and acceptable in the past might not meet the standard today.

In the past we have seen people mistakenly put locks on the wrong valves. Some of the concerns raised at the time were that there were no identifying

numbers on the valves; the operators doing the lockout were being distracted because they were needed elsewhere and were called away to perform other duties; and, they were unfamiliar with the particular lockout procedure they were doing.

There are many other variables that have been encountered and that do cause things to go wrong, therefore, vigilance and high standards are needed to try to reduce the risk.

## *Say what you do, Do what you say*

One of the things Eurocan did in order to get its certification for ISO 9001 was to put in writing proper procedures for making the product. The principle behind putting things in writing was you had to follow what you put in writing – or simply put, you can talk the talk, but can you walk the walk?

The goal behind ISO 9001 was to consistently make a quality product; it was thought that by putting in writing the best practices for making the product that all people would have to do then was to do just what they had written. However, just because you were ISO 9001 certified, it didn't actually mean that you were making a quality product; it only indicated that you had put in place certain procedures and that you were able to show that you consistently followed those procedures.

Obviously, what you put in writing then is very important. Presumably, what you put in writing is the best way for making the best quality product.

Once the proper procedures are put in writing, then it becomes much easier to check your performance against those procedures.

Over the years in dealing with the WCB when they come into do an inspection or investigate an incident, they will often ask to see what the written procedures are. They will then check to see if those procedures meet the minimum standards as set out in the WCB regulations. They will then try to determine if the Company or individual was following those written procedures. Quite often, and especially when investigating injuries and incidents, the written procedures were not followed.

Putting things in writing often takes time (*lord knows it takes time to write articles for this Newsletter*). But, once you have put the procedures in writing, people then know what they are. If the procedures aren't adequate, then by requiring others to examine them, read them and follow them, there is an opportunity for allowing the procedures to be challenged and modified if necessary.

Quite often, simply by putting things in writing you can raise the standard.

## *And so it was*

...When the Union wrote to the Pulpmill raising the issues regarding the lockout procedures and the identification of isolation points used on the lockout sheets the intention was to raise the standard of safety in that department.

After the letter was received by the Pulpmill the mill manager requested a meeting wanting to discuss among other things the letter the Union had written. While there was no question regarding the importance of the lockout issues raised by the letter, Dennis Clare was concerned by the "surprise factor" of the letter; the fact that the Union had put in writing its concerns rather than just making a phone call, or even just giving a warning phone call to Tony McWhannel prior to sending the letter.

For sometime the Union has taken the position that all isolation points used on lockout sheets must have identifying numbers associated with them. This position had been raised at Central Safety prior to the Union raising it at a 2001 Standing Committee meeting because of a lockout incident in the Pulpmill. The issue was also raised at a Lockout Committee meeting in 2005 and the indication at that meeting was that the Steam Plant and Papermill were mostly done with the Pulpmill still needing a number of valves to be identified with tags.

Hopefully, in the near future the Pulpmill will be mostly done.

As for contacting Company officials prior to writing a letter, it would probably be a good suggestion to follow in the future. The stated intention from Clare was to encourage a good working relationship between the parties – and that is always a good idea.

However, I would add this cautionary tale – several years ago the ISO audit team was doing an audit in the Papermill area, prior to the current management. The audit team had found some irregularities with some items on their audit, and, as was the practice they went to the area manager at the time and informed him of the deficiencies. While the manager was quick to respond with making corrections he also insisted that the auditors cross off the list the deficiencies they had found, thus indicating that the Papermill had been fully compliant with the ISO program. To that manager the appearance of perfection was actually just as important as perfection.

However, I would suggest that what was more important was that we realize that errors were occurring and that we needed to put in place a program that would help us detect the errors and then correct them. And, while the ISO audit was in a way doing that for the department, it was more important that the department develop a program that



addressed the issues internally before the annual audits occurred.

## *Do We or Don't WE*

Another concern raised about the letter was that it was copied to the WCB. Obviously for affect??!

Actually, there is no denying the affect that copying such a letter to the WCB has. However, the WCB Accident Prevention Officers provide a valuable resource when it comes to safety. They are trained specifically for handling safety issues and are (supposedly) unbiased in their approach to finding solutions. By keeping them in the loop, as it were, they might see something with which they can provide some assistance to us. Usually, the WCB never responds to such letters.

However, during the last shutdown, as part of the routine procedure, a Eurocan contractor was required to submit a written procedure to the WCB regarding asbestos removal from the Two-Day Warehouse. The Accident Prevention Officer decided to come and inspect the site simply because the contractor doing the work was not usually associated with such work. Upon inspection the Officer found a number of infractions occurring. The contractor wasn't following the written procedures that had been sent in and several people had been needlessly and unknowingly exposed to asbestos dust. Obviously the job was shutdown and corrective action was taken so that the job could proceed safely.

Keeping the WCB informed of what is happening at our mill site only better prepares them to help us with our safety needs.

## *Nobody Likes Criticism*

In the past few **Newsletters** there have been some articles on the issue of the Carpenters' Union joining the CEP, the CEP's organizing drive going on in the construction industry and the contract that was signed with JV Driver and Catalyst Paper Corporation. One of the articles was a flyer sent out by the CEP explaining its move into the construction field. The others articles have been very critical of Dave Coles, CEP Western Region Vice President in particular and CEP in general.

I recently received an email from Dave indicating his serious concerns about those articles and the fact that I hadn't contacted him or his staff regarding the subject matter of those articles prior to publishing. He also added that it was "...lazy journalism at best and shoddy journalism at worst".

Quite frankly I was surprised by the response and the criticism. My intention for publishing the articles was to inform the membership about the issue of the CEP organizing campaign in the construction industry

plus the issue of the deal with JV Driver and Catalyst. Putting in articles from other newsletters is a good way to provide opinions on issues other than my own (plus, it gives Local 298 members a glimpse of what other Locals in the CEP are like). Many of our members are concerned about what is happening on these issues, and might even be quite critical of the position the CEP has taken (I haven't yet taken a position one way or the other).

Personally, I believe something has to be done to organize the non union workers in the construction industry. I don't think that the construction union has been overly successful on that front over the past several years. Dave Coles, and I assume others in the CEP leadership, obviously felt that it was time to try another strategy for organizing in the construction industry. The need for more skilled trades and labourers in the construction industry is obvious. Now is the time to put extra effort into organizing the non-union sector and to try to better establish union workers as the route to take.

There have been accusations made against the CEP's move into construction – that the contracts they have signed are substandard to that of the unionized construction unions (some have derogatorily compared it to the CLAC contract). That the contract with JV Driver is substandard to our agreement in the pulp and paper sector and will encourage companies to contract out our work even more because of cheaper labour costs. And, that the deal with Local 470 and JV Driver was done in secret, without informing the other members of CEP or CMAW, our affiliate union of carpenters and millwrights (soon to be merged with the CEP).

These accusations are very serious and quite frankly I would like to hear Dave Coles' response to them. He has offered to discuss the issues with me and hopefully we will be able to get together and do just that. Without prejudging what Dave has to say on the issues I do know that the members in Port Alberni and Campbell River eventually heard the same response – basically, only time will tell who is right on the issue of whether or not the CEP's move into the construction industry, and the way that it was done, was the right one for us.

## *V-A-C-A-T-I-O-N*

Recently, there were charges brought against a member of Local 298 under the Constitution for working while on vacation. That issue and the penalty/discipline handed out was discussed at and past by the membership at its regular monthly meeting in September. A request was made from the floor that there be a clarification posted on the Union bulletin boards and in the Newsletter explaining the Union's policy with regard to vacations.

During the last round of negotiations the Union was successful with having the following clause inserted into the contract: *"For the purpose of vacation, an employee will be considered on vacation for the actual days booked off. Additionally, the employee's regular scheduled days off following their vacation days booked off will also be considered part of that vacation period."*

For day workers that work Monday through Friday it means that when you apply for a week off you get Monday through Friday off plus the Saturday and Sunday following Friday. You are allowed to work the weekend before the Monday of the vacation week whether it is on overtime or your regular shift. You are not allowed to work any day of the vacation week, Monday through Sunday unless you have Union permission.

For tour workers it means that when you apply for a week off, your vacation starts the first day off with pay and goes for the next 8 days – the 4 scheduled work days followed by the 4 scheduled days off. Again, you are not allowed to work any day of the vacation week unless you have Union permission.

Permission is usually only granted in cases of emergency; such as, in production, if a person was to call in sick and the Company was unable to fill the position with either reorganizing the crew or calling someone in on overtime who was not on vacation; in maintenance, if there was an equipment breakdown and curtailment in production and the Company had gone through the call list and was unable to get anyone qualified to agree to come in on overtime. However, the supervisor requesting the overtime must call the Union and get permission to allow someone who is on vacation to come into work prior to the person being allowed to come into work.

There have been a number of occasions where the above scenarios have occurred and the Union has given permission for the person to work the overtime.

However, if the person comes in and works the overtime while on vacation, the individual's vacation will be extended by the same number of days that they worked overtime. That is, if your vacation was for the week of September 25<sup>th</sup> through October 1<sup>st</sup> inclusive, and you were scheduled to return on October 2<sup>nd</sup>, and you work one of those days of the vacation week, your vacation is now extended one day until October 3<sup>rd</sup>. At the most recent Standing Committee Meeting the Company and Union agreed that the vacation would be extended by the same amount of time worked and would most likely be accomplished as per the example providing there was adequate relief. In the example above, if there were manning problems on October 2<sup>nd</sup>, the individual would report to work and, as soon as possible, be re-scheduled off on a day in the future.

## *Sleep Time*

At a recent Standing Committee Meeting the Company raised the issue of their continuing problem of being able to get maintenance employees to come in for overtime between the hours of 11:30 pm and 3:30 am. The Union suggested that the Company might want to look at offering "sleep time".

While the Company didn't explore the issue of "sleep time" they didn't rule out making an offer along those lines in the near future. The Company also raised the issue of problems with the limitations in the Union 12-hour bylaw, in particular jobs that are more than 4 hours and the need for consulting the Union to get permission for working more than 12 hours in a day.

While the Union is concerned about the Company having difficulty with getting an adequate response from employees in the off hours, as it stands now the Union is not willing to change its position on the 12-hour bylaw.

## *Continuous Loading*

The Company has put forward a shiploading proposal for continuous loading at the Terminal. The proposal calls for increasing the size of the loading crew by 2, from 8 to 10. The employees would then rotate when taking their breaks during the day.

The Shiploaders are currently reviewing the proposal and the Union will respond at the appropriate time.

## *Release Times For Job Transfers*

As noted in the August **Newsletter** the Company incurred some manning problems in the Pulpmill and Steam Plant. While there was an over manning problem in the Pulpmill there was an under manning problem in the Steam Plant. The Union and Company had agreed to temporarily putting those surplus individuals into the Steam Plant. However, the ink was hardly dry on that copy of the **Newsletter** before the Company was telling the Union that they would not have to take advantage of that particular arrangement; it appears the Pulpmill will be needing those extra individuals sooner rather than later.

Also noted in the last **Newsletter** was the problem of individuals getting released for Job Transfers. For several years the Company has had difficulty with releasing individuals to fill other postings in the mill mainly because the department

that is losing the employee is running too short to absorb the time it takes to train the replacement individual. So, what happens is that before one department releases the successful transferee, they have to post, select the successful replacement candidate and then train that individual to fill the bottom position of the progression line. And, depending where in the progression line the transferee is from there might be problems with training others in the line of progression to move properly.

You can see the **Catch 22** situation developing; we can't release our employee to fill the position in your department until you release your employee to fill the position in our department.

As part of a settlement to a grievance filed in 1998 the Company agreed to put in place a system where 30 days after awarding a posting, if an employee has not been transferred to the new position, the supervisor will review with the employee the reasons why the transfer has not taken place.

The Union would encourage employees who are experiencing delays with their transfers to request the supervisor review with them the reasons why the transfer has not taken place. Should you have any problems with the supervisor's reasons I would advise you bring them to the attention of the Union.

## MSI

For the past several months many have been made aware that the Company has been bringing in a consultant, David Coates, as part of the MSI's – musculoskeletal injuries program. Whenever there is a MSI the Company is required by the WCB to investigate the injury with a view to reducing or eliminating a recurrence. The following are the WCB regulations in this regard:

### **Ergonomics (MSI) Requirements**

*The purpose of sections 4.46 to 4.53 is to eliminate or, if that is not practicable, minimize the risk of musculoskeletal injury to workers.*

#### **4.46 Definition**

*In sections 4.47 to 4.53 (the Ergonomics (MSI) Requirements)*

*"musculoskeletal injury" or "MSI" means an injury or disorder of the muscles, tendons, ligaments, joints, nerves, blood vessels or related soft tissue including a sprain, strain and inflammation, that may be caused or aggravated by work.*

#### **4.47 Risk identification**

*The employer must identify factors in the workplace that may expose workers to a risk of musculoskeletal injury (MSI).*

#### **4.48 Risk assessment**

*When factors that may expose workers to a risk of MSI have been identified, the employer must ensure that the risk to workers is assessed.*

#### **4.49 Risk factors**

*The following factors must be considered, where applicable, in the identification and assessment of the risk of MSI:*

*(a) the physical demands of work activities, including*

- (i) force required,*
- (ii) repetition,*
- (iii) duration,*
- (iv) work postures, and*
- (v) local contact stresses;*

*(b) aspects of the layout and condition of the workplace or workstation, including*

- (i) working reaches,*
- (ii) working heights,*
- (iii) seating, and*
- (iv) floor surfaces;*

*(c) the characteristics of objects handled, including*

- (i) size and shape,*
- (ii) load condition and weight distribution, and*
- (iii) container, tool and equipment handles;*
- (d) the environmental conditions, including cold temperature;*

*(e) the following characteristics of the organization of work:*

- (i) work-recovery cycles;*
- (ii) task variability;*
- (iii) work rate.*

#### **4.50 Risk control**

*(1) The employer must eliminate or, if that is not practicable, minimize the risk of MSI to workers.*

*(2) Personal protective equipment may only be used as a substitute for engineering or administrative controls if it is used in circumstances in which those controls are not practicable.*

*(3) The employer must, without delay, implement interim control measures when the introduction of permanent control measures will be delayed.*

#### **4.51 Education and training**

*(1) The employer must ensure that a worker who may be exposed to a risk of MSI is educated in risk identification related to the work, including the recognition of early signs and symptoms of MSIs and their potential health effects.*

*(2) The employer must ensure that a worker to be assigned to work which requires specific measures to control the risk of MSI is trained in the use of those measures, including, where applicable, work procedures, mechanical aids and personal protective equipment.*

#### **4.52 Evaluation**

*(1) The employer must monitor the effectiveness of the measures taken to comply with the Ergonomics*



(MSI) Requirements and ensure they are reviewed at least annually.

(2) When the monitoring required by subsection (1) identifies deficiencies, they must be corrected without undue delay.

#### **4.53 Consultation**

(1) The employer must consult with the joint committee or the worker health and safety representative, as applicable, with respect to the following when they are required by the Ergonomics (MSI) Requirements:

- (a) risk identification, assessment and control;
- (b) the content and provision of worker education and training;
- (c) the evaluation of the compliance measures taken.

(2) The employer must, when performing a risk assessment, consult with

- (a) workers with signs or symptoms of MSI, and
- (b) a representative sample of the workers who are required to carry out the work being assessed.

As per the regulations, the Company is required to provide education and training to the workers. As part of this the Company has been requiring its employees who have injured themselves at work to go through the process of determining if the injury falls under the MSI program, and if so, then being provided information and training on how to avoid re-injury.

Some concern has been expressed about employees being required to participate in such a program. Currently, the Company is using the services of David Coates to implement their MSI program. It has been my experience that Coates has been very professional in the work that he does and I would recommend his services to any employee. However, anyone who has any concerns about participating in this program should contact their union representative or myself.

## ***Apprentices Benefits Bosses***

(Copied from *The Broke Beater*, CEP Local 1123 newsletter. Editor.)

**OTTAWA** - It pays employers to train workers - \$1.38 for every dollar invested, a new report says.

But there are other benefits for employers, including that a business has skilled labour and a lower turnover rate, according to preliminary findings released by the Canadian Apprenticeship Forum. The findings should ease employer concerns about the cost of taking on apprentices, which an earlier study by the non-profit group found was one of the

perceived barriers to apprenticeship training in Canada.

"Preliminary study findings reveal that for every dollar employers invest in an apprentice, they accrue \$1.38, or a net return of 38 cents," the report said, adding the forum hopes the findings will encourage more employers to participate in apprenticeship training.

The report also concluded that apprentices begin to generate net benefits for employers by the end of the second year or earlier, and that journeymen also benefit from training an apprentice.

Although the costs associated with apprenticeship training are generally quantifiable, the benefits are more difficult to measure, the report said. "Those in the labour movement concerned about apprenticeship and shortages of skilled workers are encouraged by the results of the study," said Allan Bruce, a representative of the International Union of Operating Engineers and chair of a committee which looked into the return on investment training.

"The benefits of hiring an apprentice have often been discussed, but only anecdotal evidence has been available up until this time," Bruce said in a comment released with the results of the report this week.

"Not only do these findings provide us with actual data that substantiates what we suspected all along, they also establish the business case for hiring apprentices," he said. "This should create more opportunities for Canadian youth."

The report by the non-profit group with representatives from business, labour, social groups and government comes amidst increasing concerns about shortages of skilled workers due to both increases in demand for such employees, especially in Western Canada, and an aging workforce.

The federal Conservative government in its first budget committed \$500 million in tax credits and grants to promote apprenticeship training, plus \$155 million in a tools tax deduction for trades-people.

The study, however, found that only 18 per cent of employers participate in apprenticeship programs, adding that unless such participation increases, Canada may not be prepared to meet the demand for skilled workers.

Rod Eastman, a representative of Dofasco Inc. and a member of the forum's cost-benefit committee, said the report will help the forum encourage employers to provide more apprenticeship opportunities to young people.

The forum is planning to develop a tool that individual employers can use to calculate their own return on apprenticeship training investment, which it said will help them make more informed decisions regarding the number of apprentices they would like to hire.

The study was based on research involving 1,941 employers who currently employ an apprentice. The scope of the study far exceeds any previous research in Canada, the report said.

It added that employers agreed that on average apprentices generated a net return to their organization over the apprenticeship period. **Originally published by The Times Colonist June 7, 2006.**

## JOHS Report

# Nightmare On Eurocan Way

By Dan Belleville

## Review Incidents

One incident was a repetitive injury caused by repetitive preparation of a surface for painting using a needle gun. This may be resolved by the Commitment to Employment meeting where the Company has committed to buying a sand blasting machine and the equipment to go with it.

Another incident was caused by dirt blowing in a person's eyes. All proper P.P.E. was used but still a foreign substance got in the employee's eye. We have to be careful when removing the P.P.E. after the job is completed because of the debris that can still be on the clothing or in one's hair.

An incident occurred in the Dry Lab in the Papermill when a strong solvent was used and gases were drawn into the room from another room by an air conditioner that was left running. The simple cure is to shut off air conditioner but little things like this have to be thought of (*that is, prior to doing a job a risk assessment should be done and as much as possible all risk should be eliminated or reduced.* Editor).

We had an employee burnt in the Demin area of the Steam Plant while using a small tank, on a temporary basis and not normally used for the particular job, because the larger tank was out of service and needed to be replaced. Neither tank had a SSP made up for the use of these tanks. I checked before the meeting and the Steam Plant has made up the SSP's for these tanks. I looked for something in the maintenance SSP's and found nothing. Eddy O. is on holidays and I will check to make sure his part is done and recorded. Because of SSP's not being in place on accident or incident investigations the committee is requesting that they be included on the incident investigations before they can be completed.

Employees were sprayed with white liquor while working on a digester – this incident could have been very dangerous because of a drain not being noted to have to be opened on a lockout point. This had been on the lockout before as to be opened and somehow it was omitted on the new lockout sheet. Also, it was noted that it had been put into the SSP system without first being checked. Because of this the Pulpmill will double check the SSP's that were all transferred from the old system to the new one.

An incident/injury occurred when a maintenance worker lifted a platform out and it swung and hit him. When we lift pieces of equipment up that we are not

sure of it's center point we have to double check that we are not standing in a pinch point.

There was an incident that happened in the Papermill where a worker was very lucky to escape with minor injuries. This occurred on #1 Paper Machine at the pulp reel end. I'm not going to comment on this issue yet because the incident investigation has to be redone. It was found out that changes were made after the DOCUMENT was signed by the employees at the meeting. I talked to Jack Patrick and he said that the issue is being dealt with and a new investigation will be done with both Union Reps present.

Mary wanted it noted that the Union would like all investigations to be reviewed at the Joint Health and Safety Committee Meetings not just Medical aids and above or serious potential. The Union knows that the other incidents are not all reviewed at all department levels. It's our job to investigate and review all incidents and make sure that the problems are being dealt with in a timely manner. Also, we noted that there are a lot less investigation and they are being done correctly and it is taking less time. Like everything else around here if we don't keep things moving they are lost or forgotten about. NO NEED TO DROP!

**Incident 06-034**----Pain to forehead and knee's; Repairs on equipment ( clamp trucks) has be done and the use for seat belt must be worn except were exempted.

**Incident 06-035**----Burn to neck and shoulder: This is the one I have to check to see if the SSP is done and put in the Maintenance files.

Incident – Terminal Near Miss---UNSAFE ROLLS BEING PRODUCED BY THE PAPER MILL and causing problems all the way down the system. I was told by C. Sears that a special meeting has been planned for Sept.12/06 to deal with this danger. Papermill, Dock employees, Management and Safety reps from both Unions should be at this meeting. I'm hoping the Mill Manager (Denis Clare) would be there, and I think it's too bad that Hank probably won't be there.

## Review June 20th &amp; July5th Minutes

**Platform Grating**----Chris Howe wasn't at the meeting and the follow-up with management was not done. We wanted Management to confirm if they where prepared to pay for an audit to be done throughout the mill on this issue.

**Incident 06-013 Pulpmill Mtce.**----MSI Injury – Jack Patrick said that this MSI assessment is complete on the task and will be part of the SSP for this job.

**Incident 06-018 Pulpmill Mtce**----Hit natural gas pipeline – The mapping of the gas lines are being

done but we haven't got any further information to complete this issue yet.

**Incident 06-022 Papermill**----Snapped Steel slings – This was sent back to the Papermill but we haven't had and reps for the last couple of months at the meeting.

**Audit on Doorways – Falling Ice**----Waiting for a report on this item from Frank Parlee. I don't know if he's waiting to see where the ice forms or if he just haven't had the time to deal with this safety issue.

#### **Terminal – ROLLS FELL OFF PRODUCT**

**TRUCK**----Waiting for Management response on the new product trucks to handle these unsafe rolls or what else the can do to prevent producing these rolls. Craig Sears said we would need three new trailers that cost to retro fit about \$188,000 each plus and also we would need to modify the Two-Day Warehouse truck bays. But to me that doesn't address the real danger of these rolls falling at the dock Warehouse or when loading ships and the stacks can get fairly high. So, at these cost wouldn't it make more sense to spend the money on the winders to stop the problem before it starts.

**Training Regarding Alarms & Lights**----This will stay on the minutes but I'm not reporting on this issue until something gets done. I'm not saying that nothing will ever get done, I'm just saying never is a long, long time.

**Safety Capt/Supv Training**----Russ Dosenberg is coming to Eurocan to give the training in August that should have been done in early January. If the training is set up maybe he can arrange early training for next year as long as he doesn't piss the Company off like others doing their jobs correctly.

**Management Safety System**---Eurocan Standard, Safety Department Resources, Incident Investigations, Hazard I.D. & Risk Assessment, Employee Training and Indoctrinations. Jack Patrick is to set up a meeting to talk on these special issues when everyone is available, I hope.

**Health and Safety Manual**----It is still being worked on and when the changes are made they will be put on the computer so everyone can see them. The changes should be going through the JOH&S Committee to be approved. If it is found that these changes are made without following the proper steps this could become a problem for the Union when trying to get coverage from WCB.

**MSI Program**----This is a voluntary program made to address workers' concerns and to aid to prevent further injuries .The

Company said the supervisors are being told not to force workers to attend these meeting with Dave Coates if they don't want to.

#### **Chips Building up on the Sawdust Roof**---

Well, I finally saw what the sawdust roof looks like when it's clean. They cleaned the roof during my days off and it seems that not they are trying to keep it that way. Is the Program working; well lets wait awhile and see.

**Green Acid Suits Information**----Paul sent out the information to the ERT members so this Item is Complete. WAIT!!! Let me check with the ERT team members or if I forget will someone come and remind me to get the information and see if we can have it posted for everyone to see.

**Safety Work Orders**----Looks like a nightmare still waiting to see if Denis Clare and Chris Howe come up with a solution.

#### **Door Numbers Missing**----(Chris Howe)

Waiting for the areas to get back with the door numbers in their area.

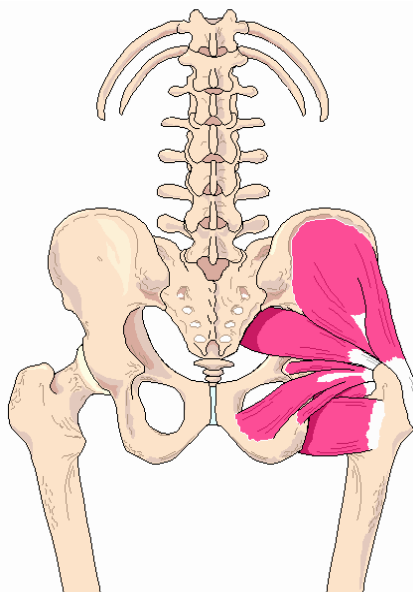
Well, that's the majority of items that came up at this month's meeting. The most upsetting issue I've noted is the changing of incident investigations after they have been signed by a Superintendent. I know Local 1127 has put in a grievance over this issue and I talked to Jack Patrick and the Union will want answers to resolve this. One more issue that came up was a worker approached me and told me even though a platform was built because of a hazard report it wasn't going to be installed until the Project Crew finished with the Piping for the Co-generator. I brought the problem to Jack who told me this was the first time he had heard of this. So I told him this is a test case to see if the Company even considered safety as a important issue. The platform is already built and has been sitting in the crane shed for

sometime. It doesn't need the Project Crew to install; we have many millwrights and welders that would be happy to work overtime to handle this safety item. Jack replied he would check into it.

Well I won't be at the next JH&S Meeting because I will be somewhere on top of the Pacific Ocean, I hope. I've ask Paul Wilson if he would take my place and he said no problem. Now when he reads this report he will find out that it will be his turn to write the next report, what a way to find out, eh Paul?

So everyone stay safe and I will see you when I get back from my cruise to Hawaii.

**Thank You Very Much  
Daniel Belleville**



## ***Do they really want to save money***

**By Dan Belleville**

As everyone knows through the Commitment to Employment, Standing Committee, Project Crews and the Contracting Out Committees we have found ways that this Company has saved big dollars.

The Company wanted to get rid of what they called the soft trades. But the Union was able to talk them into hiring Carpenters, a Machinist and a Painter to do work that was contracted out and costing huge bucks. These workers are busy every day and the Company can see the cost going down on these jobs that had previously been contracted out. So much so that they have told us that Chinook Scaffolding was thinking of leaving Kitimat because the daily work wasn't there any more for them to survive. We upgraded the Machine shop and hired another machinist and many more things can be done here. We won the shaft grievance and if they hired more machinists they could make a lot of these shafts right here saving even more money. Yes, this Company has contracted out enough machinists' work that companies in town have bought new machinery and hired more machinists while we had a paid-for machine shop that just needed up grading.

The Project Crew, which we had to push to Company to revive, has been busy saving the Company more money while clawing work back from the contractors as well as being used to supplement the regular crews during line shutdowns. Along with the Project crew we have a Valve Repair Crew that is also doing good work. Easily, these types of crews can be developed and more money can be saved while at the same time the Company would get a great deal on the flex agenda without trying very hard.

The most recent project we are after is to get the Company to buy an excavator that would save hundreds of thousands per year. Jose Excavation Cost Eurocan 450,000 last year and this year by the end of May the cost was just over 400,000. This project, if we are successful, would be a great accomplishment because this is something that our members see every day and we know we can use this machinery elsewhere and the stories of sweetheart deals would be squashed.

Some other ways I see to save money is to hire another Tinsmith and Refrigeration Mechanic. And, the Company needs to increase the size of the Yard Crew in order to do a lot of the jobs that are being contracted out. They have told us many, many times that it is cheaper to have us do the work then to have Contractors do it, so why don't they play the tape and listen to what they say.

How to waste Money, that's easy. Buy a new truck and contract out the making of the boxes, whether we want it made that way or not. Remember, the workers are the ones who use it on the job. Did you see the new box on the crew cab truck? To me it looks pretty simple to make, especially knowing we have the skilled workers to do this work. I don't know where the other one is but it was to be barged down south and a box was to be made down there. If you or I were to buy the same truck, we most likely would have found it cheaper to buy everything at one time down south, have the box made and assembled on the truck, and sent up here. But that didn't happen. So, why didn't we get our workers to make one here, the way we wanted it? I don't think that the cost of doing the job was considered because we have done this type of work here; we have fabricators and welders that can do this work. It leads one to think someone got a gratuity for buying these trucks.

Another waste of money is using contractors to manage our dump and keeping our workers off, workers who have worked the dump for many years. It takes the contractors hours to level the pile with an excavator when our workers can level the same pile in less than a half an hour.

The Company is wasting money by bringing in vending machines and then paying a contractor \$500 plus rental fees per month. The use of these vending machines, with limited accountability for the supplies that are put in them and taken out, are bound to cost more.

Keeping fewer parts in Stores for replacement parts and paying huge shipping cost to get them here when they're needed is another example of wasted money. So is not having a backup system in place ready to replace critical equipment that could breakdown and effect the production in the rest of the mill or prevent us from making quality paper.



Not hiring locally but from afar incurs the Company having to pay moving costs and then having those same workers leaving for many different reasons. There are many people finishing their schooling that would be happy to stay here and work. The odds of these people becoming long term employees are greater. All you have to do is look at where the long term employees you have or had and see where they came from. The same thing for the sons and daughters of former workers, many have been hired and are longtime employees.

I believe the Company is wasting its money on skill and psychological testing to see if the worker is suited for working here instead of trusting the supervisors to interview and hire for their needs. Also, paying people to come for interviews for jobs then waiting until they have decided to go elsewhere before you can hire them. What a waste of time and effort!!!!

Or what about hiring people into an area they don't want to be in and then training them for a year or so just to see them quit or transfer out?

Ideas like area concept are still costing a lot of wasted money and I think having the properly trained supervisors looking after their own trade would save time and money.

I know it's easier to find fault with a system than it is to finding a solution, but sometimes you have to look at the faults to find the solution.

Well, these are a few of the facts and there are a lot more examples out there that you can probable tell us about. But instead of making the lawyers rich trying to solve problems why can't we work together; after all, we're after the same thing; a longtime, good paying job without too much stress.

As you all can see I have outdone myself and wrote a lot in this article, and you are all getting tired of hearing the same old stories so I'll make you a promise that I'll miss the next addition of the Union news Letter.

**Daniel Belleville or that damn Dan**

PS: This Country boy is tired. I know it's easier to find fault then to find solutions but the Union is trying and many workers are giving great ideas.

## ***If you remember the Original Hollywood Squares***

...and its comics, this may bring a tear to your eyes. These great questions and answers are from the days when "Hollywood Squares" game show responses were spontaneous and clever not scripted and (often) dull, as they are now. Peter Marshall was the host asking the questions, of course.

Q. If you're going to make a parachute jump, at least how high should you be?

A. Charley Weaver: Three days of steady drinking should do it.

Q. True or False, a pea can last as long as 5,000 years.

A. George Gobel: Boy, it sure seems that way sometimes.

Q. You've been having trouble going to sleep. Are you probably a man or a woman?

A. Don Knotts: That's what's been keeping me awake.

Q. According to Cosmopolitan, if you meet a stranger at a party and you think that he is attractive, is it okay to come out and ask him if he's married?

A. Rose Marie: No; wait until morning.

Q. What are "Do It," "I Can Help," and "I Can't Get Enough"?

A. George Gobel: I don't know, but it's coming from the next apartment.

Q. Charley, you've just decided to grow strawberries. Are you going to get any during the first year?

A. Charley Weaver: Of course not, I'm too busy growing strawberries.

Q. In bowling, what's a perfect score?

A. Rose Marie: Ralph, the pin boy.

Q. During a tornado, are you safer in the bedroom or in the closet?

A. Rose Marie: Unfortunately Peter, I'm always safe in the bedroom.

Q. When you pat a dog on its head he will wag his tail. What will a goose do?

A. Paul Lynde: Make him bark?

Q. According to Ann Landers, is there anything wrong with getting into the habit of kissing a lot of people?

A. Charley Weaver: It got me out of the army.

Q. It is the most abused and neglected part of your body, what is it?

A. Paul Lynde: Mine may be abused, but it certainly isn't neglected.

Q. Back in the old days, when Great Grandpa put horseradish on his head, what was he trying to do?

A. George Gobel: Get it in his mouth.

Q. When a couple have a baby, who is responsible for its sex?

A. Charley Weaver: I'll lend him the car, the rest is up to him.

Q. Jackie Gleason recently revealed that he firmly believes in them and has actually seen them on at least two occasions. What are they?

A. Charley Weaver: His feet.

Q. According to Ann Landers, what are two things you should never do in bed?

A. Paul Lynde: Point and laugh.



**NDP National Convention in Quebec 2006*****"Chump de Bush"*****By Peter King**

I was just at the Quebec 2006 NDP convention and the old city was beautiful with lots of great restaurants and gift shops and the coffee tastes so much better than the coffee here. I tried to speak French when I was there, but I found I offended them more with my French than my English. Then someone pointed out that I offend people generally, no matter what language I use.

Yes after stepping down as a 15-year school trustee, I could not stay un-involved in politics I am now the vice president and provincial rep of the Skeena Provincial New Democratic Party and financial agent for Robin Austin our MLA. I am also an executive member for the Skeena Bulkley Valley Federal New Democratic Party for Nathan Cullen our MP.

**Prime Minister Harper**

The polls show that Canadians feel Prime Minister Harper is arrogant, controlling, taking Canada in the wrong direction and he is too close to George Bush.

Prime Minister Harper has a cute nickname in Quebec "Chum de Bush" French to English translation "friend of Bush"

**Soft wood lumber deal**

We heard a lot about the soft wood lumber deal. We have all wondered why? Since we have won every single challenge to the tariffs, why would Canada sign a deal that would set aside all the wins just before we are to get the last decision? Why would the companies sign up for a short-term gain in exchange for long-term pain? When the companies get the 4 billion dollars in tariffs back they will show up as massive profits in the companies books, the CEO's and directors will get massive bonus checks. Who cares about the future of the company and the future of Canada as long as they get their massive bonus checks. Oh! If the USA would not honor NAFTA why should they honor the soft wood lumber deal?

**Guest workers**

"Guest workers" the companies are saying we will treat these workers well. Wink, wink, nudge, nudge. If they speak up they will just be sent back where they came from. There is only one safe guest worker program and that is immigration, then the

workers can not be threatened with there life and they can become valuable members of our country.

**Afghanistan**

Malalai Joya a female MP publicly elected from Afghanistan spoke to us about the problems in her country. Though she is grateful the taliban are not in power any more, she says thing are not better in Afghanistan but worse. The US government has appointed (not elected) warlords that are friendly to the US even though many of them are guilty of war crimes against the people of Afghanistan and are criminals and drug dealers (drug production is up 20% since the invasion.)

[www.malalaijoya.com/index800.htm](http://www.malalaijoya.com/index800.htm)

An aside: it is strange that in a country that only a few years ago, women had to be bare foot and wearing a burqa, can publicly elected a female MP. Yet in Canada we still seem to have a problem with women in power.

**Aids**

Steven Lewis gave a powerful talk on the aids pandemic in the world.

The USA spends 1.5 billion per month on the war in Afghanistan. And the USA spends 8.5 billion per month on the war in Iraq (shouldn't the US be spending the 8.5 billion per month in Afghanistan looking for Binladin?).

On the other hand there is only 8.5 billion spent world wide per year on research and treatment Aids. This is no longer as it was called a gay disease the vast majority of people who are dying of Aids now are women and children who are born to women with Aids.

The Canadian government (Harper) has promised to supply generic Anti-retroviral drugs to Africa the continent most infected and so poor they can't afford the drugs at any cost. But the drugs have not been sent or any money to help. Another broken promise by "Chum de Bush".

At the same time millions of people are being slaughtered in revolutions in Africa. The USA Canada and the UN are doing nothing to stop it. I guess they just don't have enough oil, to worry about them.

P.S. the rumors about me taking a staff job, Eurocan would not agree to my wages and conditions so I turned the job down.

**Well that is all for this month**

**[www.peterking.com](http://www.peterking.com)**



**Belleville's Views*****Termination Woes*****By Dan Belleville**

This is the second time that the Papermill has terminated an employee, and in both cases was wrong and lost and ended with egg in their face. There is a rumor, maybe true, maybe false, out there that the Papermill management have a list of people they would like to get rid of because they are not liked and are considered troublemakers. Of course the Company will flatly deny this. Many employees believe this to be true and base it on the Dave Rogers and Jean Guy cases, and with the two year letter to Staff workers, these cases seem to verify it to some degree.

If anyone is in doubt about being a Union Member, remember, even though Dave and Jean Guy won their cases, who is the one that got his job back? It is probably not right that Dave didn't, but that's the protection Staff has.

I recall Rick Campbell told management to settle this because it was a sure win for the Union and they would get Jean Guy's job back. Rick said to come to a settlement would save both parties a lot of money, but lets face it, they hardly ever listen to common sense. But it seems that the management thinks since they are breaking records and reducing the workforce they can blow money that could be used for better things.

***Who Pays***

We sure hope the cost of these Arbitrations is coming out of the Papermill budget.

At our end we are still trying to save on not buying coloured paper clips so we can piss it in the wind on other silly things that management comes up with. The Union has tried to show the Company how to save money and have been very successful on several occasions. But, the Company continues to show more ways on how they can throw money into the wind. I remember a Superintendent telling me it's so easy to show improvements here because of all the time and money being wasted.

***RAH, RAH for The WORKER***

As everyone now knows Jean Guy has had his dismissal set aside and has reported to work in the yard to the job he won before the dismissal. The one, two and three day suspensions became a one-day suspension, and the three months of supposed termination became a one month suspension when it was found he was wrongfully fired. He must

attend an anger management seminar and watch his P's & Q's for at least two years.

We suspect that the Company owes him five days pay for the day suspensions and two months pay for the rest of his lost time.

***Sit Back And Watch the Action***

Attending this Arbitration I could easily understand the Arbitrator's decision. I heard some of Rick Bisshopp's and all of Murray Newlove's reactions on trying to explain why they and Mike Rekedal thought the relationship was incapable of restoration. Also why, at the other meeting for the suspensions the facts were not considered. Also, both Supervisors stated that they didn't believe the apology was real and Jean Guy wouldn't ever respect his authority. You can obey someone but respect has to be earned my Dad use to say. But as I can recall, one of these Supervisors, when he was an hourly employee really, really blew up and almost lost his job, but things did work out and he kept his job. How we forget!!!

***UNFAIR ADVANTAGE***

This is the only concern I have about Jean Guy's three months dismissal since now that he is back; Jean Guy had three extra months of practicing his golfing and may have a huge advantage on the upcoming Club Championship. Also, if he is getting paid for the two months I think we should up his status as a paid pro.

Well Jean Guy, I'm happy for you and your family and know this had put a lot of stress on you and them that was very unnecessary. I hope you the best on your new job and in a new department, and welcome to Local 298. I'll be seeing you at work and on the golf course so be happy.

**From the Sticks**  
**Dan Belleville**

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***Gossip Corner - True or False***

After reading this last Arbitration it's no wonder Eurocan has trouble keeping Staff and Hourly Workers with Tickets when there is a high demand for skilled workers. From outsiders you hear, "what is going on there, what are they doing??!" "Why would any one go and work there and suffer all that BS and abuse." "I hear they verbally offered so and so a

certain amount of holidays the first year but after he was hired they denied it in his contract.” You shouldn't try to blow smoke up someone's a\_\_???? When you hire him it will come back to bite you.

When everyone else is offering things to keep or get employees, Eurocan is doing what ????

Here they go again, sending the little people while the bosses higher!!!

How can they go to war and have no ammo!!!

You don't take a knife to a gun fight!!!

Why send a Lawyer in to court with his hands tied not every one can pull off miracles.

Here I thought the Unions were having a meeting and the Company keeps upsetting the cart.

Boy, Eurocan must be making a lot of money for Hank and its shareholders to be able to spend all that money foolishly.

There is only about a year and a half before the contract is up. Does the Company want to have another strike because now they have both Locals pissed off?

To me it seems like they do; maybe they think if both are pissed they have more odds and they to can get holidays they are all denied and interrupted.

They have meetings with workers to ask how they can stop the bleeding (people leaving faster than you can shake a stick). And, telling them we would give you more money but that's a Union thing that has to be negotiated. I don't think the Union would object if the Company gave everybody a couple dollars for every hour they worked and called it a Christmas bonus!! Also, the Union wouldn't object to staff getting what they had, and most of all treating the people with respect and honesty.

I sure hope someone wakes up and smells the roses before it's too late.

This is a lot of my thoughts and what I have heard around and outside the mill.

**Just a simple county boys thoughts**  
**Daniel Belleville**

## ***Making beds: Hotel workers fight for fair conditions***

by Nicole Cohen/This Magazine/CALM

Karen Dublin is tired of being invisible. For the past 13 years she has worked as a room attendant at the Sheraton Centre hotel in Toronto making beds, cleaning washrooms, changing sheets, vacuuming and taking out garbage.

Dublin cleans 15 rooms per shift, for \$14.92 an hour. On a normal day at a hotel, room attendants—the majority are immigrant women—clean a back-breaking 16 rooms per shift, or 32 beds a day.

A study conducted by Dublin's union, **UNITE HERE**, found that room attendants' injuries are on the rise as hotel ownership consolidates under a few multinationals that compete to out-luxuriate each other with more deluxe beds.

Room attendants' workloads are increasing dramatically but their rate of pay is not changing, nor is the time they're allotted to clean each room. They are working harder and faster, often skipping breaks and meals. The study, which surveyed more than 600 room attendants, reports that 91 per cent suffer from job-related pain and most of them take pain medication.

As guests become more comfortable, room attendants are experiencing more pain. Dublin's shoulders ache from the new Sheraton Sweet Sleeper beds, which have heavier mattresses and are covered with more sheets and pillows than ever before. One co-worker suffers from a torn rotator cuff (an injury common to baseball players), others have sore knees and backs. “Everyone I know has pain,” she says. “It's criminal for us to be working so hard.”

Dublin is on a three-month leave of absence from her job to work at **UNITE HERE** on the Hotel Workers Rising campaign, a North America-wide effort to raise the conditions of work and living for those employed in some of the most strenuous, underpaid jobs in the service sector. The campaign aims to reduce workloads and raise wages (the average annual wage for Toronto hotel workers is \$29,800) so workers do not have to hold two or three jobs to make ends meet.

“These companies are worth billions of dollars and we're not making enough to survive,” Dublin says. Hotel multinationals are earning record profits. The industry made about \$20.8 billion before taxes in 2005, which is expected to increase by 21 per cent this year.

In May, while hotel chains were in contract negotiations to achieve better rates of pay, lower workloads and subsidized transit passes for workers, **UNITE HERE** held a large, boisterous meeting for hotel workers and community members to mobilize support for the campaign.

The meeting made critical links between issues facing hotel workers and community issues such as poverty, affordable housing and youth violence. About 1,000 people showed up in Toronto to hear workers speak about their dreams for a city where workers have good-paying jobs, live in safe neighbourhoods and command respect.

A task force on the hotel industry made up of academics and activists was been set up to explore labour-industry partnerships with the goal of raising hotel workers' standard of living to the middle class.

Hotels employ thousands of workers and are the first point of contact tourists have with cities. Dublin and her co-workers know this, and take their jobs seriously.

“What we do for a living is very hard,” she says. “Nobody talks about hotel workers because the work is not valued.” The Hotel Workers Rising campaign has given Dublin a voice. “We've been invisible for too long. It's time we come out from behind the bed sheets and become visible.”



### To CEP Local 298

Received the great fruit basket, lovely fruit, crackers & cheese + soda. It's nice to be remembered. I am doing well, and plan to return to work gradually. **Cheers for the rest of the summer.**

**Don McCullough**

### To Local 298:

I would like to take this opportunity to thank you very much for the recognition and presentation for the scholarship given to me. I am using the scholarship to aid me in my nursing program coming up this fall and it has meant a great deal of importance to me. Having assistance in continuing my education and achieving my goals means a lot to me and I would like to thank you again!

Sincerely  
**Samantha Krevenchuk**

## Way to go John!!!

**Kitimat resident walks away with \$500,000 win**



**Kamloops, August 28, 2006** – On Friday, August 25th, John Barich of Kitimat didn't feel like going for his usual 4 mile walk, but he forced himself to do it. That decision made him \$500,000 richer after his August 25th Super 7 ticket matched all four Extra numbers.

John explained, "On Friday night, I got on the computer and decided to check my Super 7 ticket instead of waiting until the next day," John soon realized he had three numbers on the Extra portion of his ticket. "I noticed the fourth number. Well, my heart beat went right up!"

Added John, "I phoned my sister and said, 'I think I'm going to pass out. When I finally told her I'd just won \$500,000, she screamed!'"

John plans on sharing his windfall with his sisters, buying a few toys for himself, and banking the remainder.

The winning ticket was purchased at the Tony's Corner Store on Nechako Centre in Kitimat, B.C.

## Old Stuff from an Old Dog

I read with interest the June and August issues of the Local 298 Newsletter. The concerns some members had regarding the security cameras being placed about the mill site reminded me of the first security camera on the mill site. It was located at the Woodmill gate which was the old Security and First Aid building before it became the Yard Shack.

Near as I recall, sometime during its first twenty-four hours of service the camera was relocated to a home in the Whitesail neighbourhood and trained on a fish tank in the basement which could be viewed on a monitor in the upstairs living room, where many a pleasant winter evening was spent drinking hot rum and watching the fish.

This occurred thirty some odd years ago, but last week I stopped by the recycling depot where, among other things, they have bits and pieces from old computers, keyboards, monitors, mice, etc. and buried under it all was an odd looking piece of equipment bearing the letters - e.p.p.'74 securicam #1.

**Memories from The Old Dog**



## Grievance Report

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

### At Arbitration

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **At Standing Committee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Kari Juustila** – Dec 14/05 – case #05-87 – seniority – not providing proper training. **Referred to special SCM.**

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

**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. **On hold pending annual notice arbitration.**

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

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

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

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

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

**Case #06-30 Contracting Out Committee** – February 17<sup>th</sup>, 2006 - Failure to properly notify. Kermode Fuel pumping water out of fuel tank outside of maintenance shop. Also working on fuel station at terminal. **On hold pending annual notice arbitration.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**Case #06-58 Russell Ruff** – March 17<sup>th</sup>, 2006 – Article 1 and Others

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

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

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

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



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

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

**Case #06-66 Contracting Out Committee** – May 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 #06-67 Contracting Out Committee** – May 18<sup>th</sup>, 2006 – Article 1 and Others Contracting Out Violation – Failure to Notify CN on site.

**Case #06-68 Corey Mitchell**

May 10<sup>th</sup>, 2006 – Article 1 and Others – Unjust Discipline. Moved to Step 2 on July 4<sup>th</sup>. Moved to Step 3 on July 5<sup>th</sup>.

**Case #06-69 Tim Schmidt**

June 19<sup>th</sup>, 2006 – Article 1 and Others – Call List OT Violation.

**Case #06-70 Aujia**

July 11<sup>th</sup>, 2006 – Article XXI and Others – Seniority.

## **Grievances at Fact Finding**

**Case #06-73 Greg Adams**

July 24<sup>th</sup>, 2006 - Article 1 and Others, Article #18 – Floaters.

**Case #06-74 CEP Local 298**

Aug 21<sup>st</sup>, 2006 – Article 43 & Others. – Job Transfers.

**Case #06-75 Mike Keating**

June 24<sup>th</sup>, 2006 – Article 11 – Overtime Distribution.

**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.

## **Completed Grievances**

**Contracting Out Committee** – Oct 21/05 – case #05-48 – failure to properly notify – #7 digester major maintenance - NDT. **The Union combined four grievances concerning the Contracting Out of #7 digester (#05-48, 49, 50 & 51) and the Company agreed to pay \$2,000 to resolve the grievances.**

**Contracting Out Committee** – Oct 20 & 21/05 – case #05-49 – failure to properly notify – #7 digester major maintenance – liquor nozzles and sandblasting screens. **The Union combined four grievances concerning the Contracting Out of #7 digester (#05-48, 49, 50 & 51) and the Company agreed to pay \$2,000 to resolve the grievances.**

**Contracting Out Committee** – Oct 20 & 21/05 – case #05-50 – failure to properly notify – #7 digester scaffolding. **The Union combined four grievances concerning the Contracting Out of #7 digester (#05-48, 49, 50 & 51) and the Company agreed to pay \$2,000 to resolve the grievances.**

**Contracting Out Committee** – Oct 20 & 21/05 – case #05-51 – failure to properly notify – #7 digester major maintenance – hole watch. **The Union combined four grievances concerning the Contracting Out of #7 digester (#05-48, 49, 50 & 51) and the Company agreed to pay \$2,000 to resolve the grievances.**

**CEP Local 298** – Nov 15/05 – case #05-56 – improper shift change – Jim Harrison. **Withdrawn without prejudice or precedence.**

**CEP Local 298** – Dec 20/05 – case #05-85 – overtime violation. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – Aug 2005 until present – case #06-02 – failure to notify – Jose

pressing sludge at lagoons. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – Dec 12 - 14/05 – case #06-04 – failure to notify – Jose pulling loader out of dirt. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – Dec 28 - 30/05 – case #06-05 – failure to notify – Jose hauling sludge from south side of crane shed. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – Jan 4/06 – case #06-06 – failure to notify – Jose hauling sludge from south side of crane shed. **Withdrawn without prejudice or precedence.**

**Jason Smith** – Oct 4 – Nov 7/05 – case #06-07 – failure to pay travel expenses for attending first aid course. **Company agreed to pay for travel expenses as per the contract.**

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

**Dino Stamatakis** – Jan 14/06 – case #06-10 – Article I and others. Gear lockerman clearing snow. **Company agreed the appropriate rate must be paid when individuals are driving equipment for snow clearing.**

**Contracting Out Committee** – January 11<sup>th</sup>, 2006 – case #06-13 – failure to notify – Jose at old wood mill site. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – January 12<sup>th</sup>, 2006 – case #06-15 – failure to notify – R.S.K. at wood mill site. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Contracting Out Committee** – Dec 2005 to Jan 2006 – case #06-20 – failure to notify – Jose clearing and sorting old wood mill demo area. **Withdrawn without prejudice or precedence.**

**Contracting Out Committee** – Dec 2005 to Jan 2006 – case #06-21 – failure to notify – TL&T running heat tracing at wood mill demo site. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-22 Steve Dudra** – January 20<sup>th</sup>, 2006 – Article 1 and others, not paid for additional medical info. **Withdrawn without prejudice or precedence.**

**Case #06-23 Wayne Villemere** – December 9<sup>th</sup>, & 10<sup>th</sup>, 2005 – Over charged for OT when NA. **The Company agreed to correct the O/T statistics and remove the over charged hours.**

**Case #06-24 Wayne Villemere** – On Going – Not being paid to take his Upgrading for 4<sup>th</sup> & 3<sup>rd</sup> Class Power Engineer. **Withdrawn without prejudice or precedence.**

**Case #06-25 Elvis Resendes** – February 7<sup>th</sup>, 2006 – Failure to pay apprentices with Journeyman Qualifications the Journeyman rate. **Withdrawn without prejudice or precedence.**

**Case #06-26 A.J. Nijjer** – February 9<sup>th</sup>, 2006 – Unjust discipline & suspension. **The Company removed the discipline and paid for the hours worked in the first half of the shift.**

**Case #06-27 Contracting Out Committee** – February 17<sup>th</sup>, 2006 - Failure to notify sub contractor. D&J Trucking hauling asbestos from roll shop. Eurocan offered \$500.00 to settle. COC accepts & declines pursuing grievance. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-28 Contracting Out Committee** – February 17<sup>th</sup>, 2006 - Failure to notify. Tree clearing around power lines. **Withdrawn without prejudice or precedence.**

**Case #06-29 Contracting Out Committee** – February 16<sup>th</sup>, 2006 - Failure to notify. Viking, civil work ESP pumping upgrade. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-31 Contracting Out Committee** – February 17<sup>th</sup>, 2006 - Failure to properly notify. Hydro Mechanical doing pressure cleaning on kiln scrubber & vacuuming kiln pit. This was a planned shut down. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-32 Contracting Out Committee** – February 17<sup>th</sup>, 2006 - Failure to notify. TL&T doing electrical work on ESP pumping upgrade. **Withdrawn without prejudice or precedence.**

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

to the special Standing Committee meetings and completed.

**Case #06-37 Anthony Botrokoff** – March 3<sup>rd</sup>, 2006 – Vacation/Overtime violation. **Company offered and Union accepted “in-kind remedy”.**

**Case #06-38 Daniel Belleville** – March 14<sup>th</sup>, 2006 – Stat holiday pay violation. **Withdrawn without prejudice or precedence.**

**Case #06-39 Local 298** – March 3<sup>rd</sup>, 2006 – Shiploaders Bereavement Leave rate of pay. **Issue resolved at first step of grievance procedure.**

**Case #06-46 Contracting Out Committee** – March 28<sup>th</sup>, 2006 - Failure to Notify. PG Hydro @ East side of Pulp mill Breezeway. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-50 Corey Mitchell** – April 20<sup>th</sup>, 2006 – Scheduled Over Time Violation. **“In-kind remedy” offered and accepted.**

**Case #06-51 Corey Mitchell** – April 26<sup>th</sup>, 2006 – Over Time Violation. **“In-kind remedy” offered and accepted.**

**Case #06-52 Kevin Hamilton** – April 21<sup>st</sup>, 2006 – Over Time Violation. **“In-kind remedy” offered and accepted.**

**Case #06-54 Ralph Bartel** – April 18<sup>th</sup> & 19<sup>th</sup>, 2006 – Article 1 and Others. Floater pay. **Company agreed to pay the floater as per the Statutory Holiday provisions in the contract as per the past practice. However, the Company gave notice that it was their intent to change the past practice at the end of the contract in 2008.**

**Case #06-64 Contracting Out Committee** – April – May 2006 – Article 1 and Others – Contracting Out Violation – Failure to Notify Installation of Vending Machine in Paper mill. **Company provided information that mill crews did all of the work for installing the vending machines.**

**Case #06-53 Contracting Out Committee** – April 29<sup>th</sup>, 30<sup>th</sup>, 2006 – Failure to Notify – 101 working on #3 Digester on the weekend. Contract was for 8 hour days with no Overtime. **Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

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

**Company offered and Union accepted \$500 to resolve without precedent or prejudice.**

**Case #06-71 Lakhbir Bhular**  
July 26<sup>th</sup>, 2006 - Harassment from Supervisor & Inappropriate “Work In Kind “. **Supervisor apologized and grievance was resolved.**

**Case #06-72 Carey Bogart**  
July 24<sup>th</sup>, 2006 – Article 1 and Others, Article XXI, Past Practice. Company denied posting based on 1-month prohibition for applying for transfers. **The Union and Company agreed that the 12-month period referred to in Article 23 – Job Transfers, (d) of the Bull Session Agreements starts the day the employee actual enters the department.**

## ***Doctors turn against medicare***

***CMA annual meeting passed  
resolutions in favour of private  
insurance.***

**Monday, September 04, 2006**  
**By Gordon Guyatt**

*(Copied from straightgoods.ca. Editor.)*

It has been 20 years since I have been so saddened and disappointed with the behavior of my profession as I was by the outcome of the annual meeting of the Canadian Medical Association last month.

In 1984, then-Health Minister Monique Begin responded to the growing number of doctors opting out of medicare, and charging their patients fees beyond what public insurance would pay. She saw that the growing phenomenon was severely undermining Medicare, and leading Canada back to the 1950s — or the US style of medical care that existed at that time, and has existed ever since.

Begin's response was the Canada Health Act, one of the very few pieces of federal legislation passed unanimously by parliament. Provinces responded gradually to the act, which stipulated dollar-for-dollar penalties in federal transfers to the provinces that allowed user charges to patients for medically-necessary physician and hospital services. But all eventually introduced measures to end the practice of extra-billing.

## ***Doctors have forgotten lessons from the unsuccessful doctors' strike of 1986.***

Doctors in Ontario responded to legislation — making it illegal to bill patients for insured services — with a province-wide, month-long strike. Doctors lost that 1986 strike, and in the process demonstrated that they were out of touch with public values, not committed to equitable care for all the citizens of Ontario, and ready to put their personal financial interests above the interests of their less affluent patients.

For a time, Canada's doctors learned the lessons from the strike.

For most of the last two decades, provincial and federal medical associations have been relatively quiet regarding the fundamental tenets of medicare, implicitly lending support to universal, equitable access to high quality care.

At the recent Canadian Medical Association meeting, delegates have made the tragic choice of repeating a sad history. They chose a President-elect, Brian Day, who openly violates the Canada Health Act by allowing well-heeled patients to jump the queue at his private clinic and uses rhetoric such as comparing Canada's health care system to that of North Korea. They passed resolutions in support of private insurance, and doing away with rules that prevent doctors from simultaneously taking advantage of public insurance and at the same time charging patients for quicker or better care.

Brian Day is now softening his down-with-Medicare rhetoric, and CMA delegates also passed resolutions expressing support for Medicare. Unfortunately, the policy choices in their resolutions, and in their choice of Brian Day as incoming President, leave no doubt about the organization's fundamental position. Were Canada to allow doctors to double-dip, and to allow private insurance for publicly insured services, it would mean the end of equitable health care for all Canadians, and a move back to a US-style two tier system.

Fortunately, there are many Canadian doctors — perhaps the majority, (polls leave the detailed views of the mass of physicians somewhat uncertain) — whose views reflect Canadian values, and the evidence on the impact of a parallel private system, and for-profit delivery. That evidence has been carefully studied, and well articulated, in the Romanow report's definitive analysis of the options for Canadian health care.

Private insurance leads not only to inequities in health care that are unacceptable to the majority of Canadians, but to huge administrative inefficiencies. The US experience has shown us that a parallel

private system is a recipe for runaway health care costs and a competitive disadvantage for large industries that must pay health benefits to their unionized employees.

Rigorous comparisons of for-profit versus not-for-profit hospitals and outpatient clinics have shown that the requirement to provide profits to investors compromises care in for-profit facilities. In both hospitals and dialysis clinics, lower funding for care delivery results in higher death rates.

Doctors' organizations such as Canadian Doctors for Medicare and the Medical Reform Group understand the evidence supporting universal health care and will continue to speak out on behalf of Medicare — and the interests of the Canadian public. But those voices from the medical profession may be overshadowed by the attention given to Brian Day and the CMA.

The CMA has placed itself in the same fundamental camp as the right-wing think tanks like the Fraser Institute and politicians such as Preston Manning and Mike Harris, whose clear goals are the destruction of Medicare. That destruction would serve the interests of only three groups: wealthy Canadians; doctors, whose priority is maximizing their incomes; and investors interested in making profits from health care delivery. Ordinary Canadians would find themselves at the back of the health care queue.

It is a sad day when Canada's leading medical association sets itself at odds with the interests of the public that doctors should be serving.

*Gordon Guyatt MD, FRCPC, lives in Dundas ON. He is an academic physician at McMaster University's Department of Clinical Epidemiology and Biostatistics and Department of Medicine.*

## ***Tommy's street***

### **Directions/UFCW/CALM**

On May Day 2006, the city of Toronto named a residential street in honour of "the father of medicare," Tommy Douglas.

The street is located in the north of the city on a former industrial site. Tommy Douglas Gardens stands as a small but lasting tribute to his vision.

Tommy's daughter, actor and social activist Shirley Douglas, said, "I love the idea that children will raise their hands in school and say 'I live on Tommy Douglas Gardens.' He would be so happy."

Douglas added, "If anyone asks me for directions, I would be happy to say, 'If you are looking for the Road to Jerusalem, turn left on Tommy Douglas Gardens'—and I will be sure to point out that it's a two-way street."

## Pensions

## ***Pension Plan Benefits Increase in 2007***

**By Dave Schaub**  
Trustee, Pulp and Paper Pension Plan

On behalf of the Board of Trustees, I am pleased to advise you that the financial status of the Pulp & Paper Pension Plan has allowed the board to grant benefit improvements for active retired members. Although the plan has a current surplus of approximately \$180 million there remains a small deficit when looking at the target plan.

You should be very pleased with your plan as we have been able to provide significant benefit increases over the past several years while others have been just maintaining or having to reduce the benefit levels to not only active participants but to retirees as well.

The reason that we are where we are today is quite simple. We had to address our problems in the early 1990s and make some hard decisions. We were fortunate that we had the financial advisors with the foresight to provide the board with the direction required and the board with the determination to follow that advice and not get carried away in the investments that were available. Even now with the industry downsizing the various mills, the plan will not be impacted by these actions.

### **On January 1, 2007, the plan benefits for active participants will be:**

- Pre-January 1, 1997 service ( flat benefit ) will increase from the current \$49.20 to \$50.18 per month per year of service. This is an increase in the benefit of approximately 25% over the past ten years.
- Post January 1, 1997 service ( career earnings ) will increase from the current 1.5% to 1.55%. This is an increase of approximately 20% over the past three years.
- There will be a career update implemented for 2007.

### **On January 1, 2007, the plan benefits for retirees will be:**

- Retirees will have their pensions increased by the cost of living formula (0.6%). The cumulative increase that pensioners have received since 1999 has been just over 4%.

Please feel free to post this on your bulletin boards or publish it in your newsletters, as the plan participants should feel proud about their pension plan and how it will provide for them in their retirement.

## ***Softwood lumber deal fails to "Stand up for Canada"***

**By Bruce Campbell**  
(<http://www.policyalternatives.ca.>)

Claiming--without evidence--that "a clear majority" of lumber producers now support the Canada-US softwood lumber agreement, Prime Minister Harper says this is sufficient for his government to bring the deal to Parliament for approval, though it almost certainly falls far short of the original 95% support target.

Beyond the settlement's effects on a single industry--who won and who lost, and what the implications are for Canada, are questions that bear close scrutiny.

The US government now holds over \$5 billion in duties extracted from Canadian exporters. Despite Canada having won virtually every legal action against the US under NAFTA and the WTO, the US government has stonewalled or simply disregarded rulings, and has refused to hand back this money.

More recently, Canada went to the US domestic trade court, which ruled in April that the US law (the Byrd amendment) that would remit the export duties to US lumber producers could not be applied to Canadian companies. (The WTO had ruled earlier that the Byrd amendment was illegal.) It also found that US maneuvers to avoid implementing a NAFTA ruling were illegal. In July, the same US court ruled that the Byrd amendment itself was unconstitutional. Hence, US companies were not entitled to a penny of this money.

Yet, as part of the current settlement, the Canadian government is handing over \$1 billion of the duties collected from Canadian companies--\$500 million to the US competitors, and almost all of the other \$500 million to the Bush Administration. This was the American price for giving Canada a mere two years of lumber peace. In addition, the Americans secured tough restrictions on Canadian access to their market and got enhanced control over Canadian forest policies.

The US industry's cut of this money covers their legal fees and replenishes their war chest for the next round of the lumber dispute. The Bush White House cut (to use for aid projects as it sees fit) is nothing less than a huge slush fund for the upcoming Congressional elections--an unprecedented campaign gift from the Harper government to the Republican re-election bid, paid for by the Canadian lumber industry.

On the Canadian side, apart from a small group of large continentally-integrated companies, the vast majority think it is a bad deal. They feel let down and

coerced by their own government for larger political ends.

Having spent hundreds of millions of dollars on litigation, they saw light at the end of the legal tunnel. Canadian WTO and NAFTA victories were tightening the noose. US trade courts were ruling in Canada's favour. They are bitter that their own government pulled the plug just as they were on the cusp of winning the legal war and kneecapped them into submission: offering cash advances only to those who sign on, and ominous threats to the holdouts.

The Canadian firms feel they have been fleeced to the tune of one billion dollars. They have bought a pitifully short period of peace and have bolstered their competitors' capacity and incentive to resume the fight. They have forfeited legal gains made over the last four years and will have to start again from scratch in the next lumber round. They are saddled with a cumbersome quota management system and enforcement rules that, as they now stand, are commercially damaging.

Canadian lumber producers face difficult economic conditions over the next few years. The softwood agreement will make things worse, especially for small and medium producers. Mills will close; thousands of jobs will be lost; communities will suffer.

Yet, the Harper government promotes the agreement as a win, even though it clearly breaks a Conservative election promise. Closing a deal (whatever the price) gives the Conservatives bragging rights--that unlike the previous Liberal government only they have the clout to reach agreements with Washington. It allows the government to put this dispute to rest--at least for a while--and get on with its deep integration agenda of tying Canada ever more closely with Fortress America.

Clearly this outcome shows that the NAFTA dispute settlement mechanisms were ineffective and rightfully it should sound the final death knell for NAFTA dispute settlement, and with it any pretence that rules have replaced power politics.

More importantly, Canada forfeited its rights under NAFTA Article 1905 to withdraw concessions bargained under NAFTA. It could, for example, have withdrawn its obligation to give the US proprietary access to the majority of our oil and gas. Though unlikely under the Harper government, such action would clearly cause Washington policy-makers to sit up and take notice.

Furthermore, this represents a further loss of Canadian policy freedom. Though BC and other provinces have been harmonizing their policies to comply with US demands, this agreement goes farther. It gives the US Administration an effective veto over policy changes and imposes detailed reporting requirements on provincial and federal

governments. It also encourages the export of raw logs and investment in wood-processing facilities south of the border-- a setback for policies aimed at enhancing domestic value-added production.

Whether or not Parliament passes the softwood lumber agreement this fall, it will be for reasons having little to do with the substance of the deal itself. It is a bad deal, and one that contravenes the Conservative election pledge to "stand up for Canada."

*Bruce Campbell is the Executive Director of the Canadian Centre for Policy Alternatives.*

## ***Greed trumps sense when it comes to forests***

**By Ben Parfitt**

(Copied from News @ Nine, PPWC Local 9 newsletter. Editor.)

A long-time logger I know once quipped that "greed and stupidity make a lethal cocktail and this industry's been drinking doubles for a long time.

Words which took on new meaning for me recently while touring two radically different forestry operations a half-hour drive's east of Prince George, near the eastern front of the pine beetle outbreak now sweeping through Interior B.C.

These days, Prince George is awash in wood. Trucks laden with logs are everywhere, coming into the city from all directions and in some cases heading out, as so many trees are coming down that not even milling powerhouses like PG can consume them all.

The first site lay just south of the Yellowhead Highway, off a logging road covered in fresh snow. Driving up the crystalline corridor where a moose had cut a fresh trail earlier that morning, small-scale logger Dave Jorgenson pointed to a thick stand of towering trees.

"That's what I logged," he said, before braking and putting his silver pickup in park.





Down a thin skid trail, Jorgenson stopped to explain how he had taken roughly 1,000 trees out of this forest, 95 percent of them killed earlier by beetles. The fruit of that labour now lay by the logging road in neat rows beside Jorgenson's idled green forwarder.

But Jorgenson wasn't so much interested in what he'd logged as what he'd left behind. Following logging, three quarters of the trees remained untouched, many of them tall, commercially prized, spruce. And climbing up out of the shade rose other young spruce and balsam trees.

After driving five minutes east, we veered north into a clearcut that branched in so many directions it defied description. Jorgenson reckoned that at least 50,000 trees had come down in this now barren landscape, enough wood to build a major subdivision. All the trees here were allegedly "salvaged" to extract economic value before the "pine beetle-attacked" trees lost their use for lumber or pulp. Trouble was, that many, many of the trees were perfectly healthy spruce trees. Greed had trumped common sense.

As Jorgenson turned his pickup around and headed by a long deck of stacked logs, all of them spruce, not a pine among them, he shook his head. "If they're logging a spruce tree right now, that's a pine tree they're not logging. And 10 to 15 years down the road when that pine tree is rotting, there won't be that spruce tree either."

If all the forests that those marauding beetles are attacking these days were homogenous tracts of pine trees, then the massive salvage logging operation now underway on public lands might make sense. But as work by scientists with the Canadian Forest Service,

B.C.'s Ministry of Forests and the University of Northern British Columbia is showing, just over one quarter of forests attacked by the pests are comprised of trees that are 80 percent or more pine. That means that the vast, vast majority of stands now being salvage logged have some pine in them but are also comprised of other trees like spruce in the north and fir in the south. In fact, in many "attacked" stands almost all the trees are non-pine, while in others a significant minority of trees are non-pine and perfectly healthy.

Such a continuum should dictate very, very different approaches to logging. Instead, a cookie-cutter approach is used. Clearcuts race across the landscape - clearcuts where perfectly healthy trees are logged and vigorously growing young trees in the understorey are mowed down as well, thus denying future generations wood - all on the specious grounds that the forest is dead and must be salvaged before losing its value.

If a concerted effort was made to put a stop to the clear-cutting of so-called mixed forests, it is interesting to note that the province might not have to

ratchet up Interior logging rates to today's record highs. Nor might many Interior communities be faced with the humbling prospect of precipitous declines in future logging rates, the price paid for today's over-consumption.

For the sake of a saner and more sustainable future, let's hope provincial Forests Minister Rich Coleman listens to what forest scientists are saying. Better yet he should head out into the woods with Dave Jorgenson. There are lots of healthy trees out there that the beetles haven't killed but the companies soon will if something isn't done and done soon.

*Ben Parfitt is resource policy analyst with the Canadian Centre for Policy Alternatives' BC Office and author of Battling the Beetle: Taking Action to Restore British Columbia's Forests,*

## ***Federal government sells out forest workers***

### ***CEP fights to save communities***

September 14, 2006

**VANCOUVER** – The Communications, Energy and Paperworkers Union is encouraging its members in BC to lobby their MP to vote against the Canada/US Softwood Lumber Agreement in the upcoming session of Parliament.

"Canadians deserve better than a government who bends at the knee to US President George Bush at the expense of workers and communities," states CEP Vice President, Dave Coles. "We will be asking our members to contact their MPs to demand that they stand up for Canadian sovereignty and for Canadian jobs."

"We don't believe Stephen Harper has the legal or moral authority to sign this agreement," continues Coles. "Parliament has not yet voted on this and the fact that he has bullied industry by threatening a 19% surtax on those who will not support this sellout is simply unconscionable."

There are many aspects of the agreement that CEP strongly opposes but none more critical for its BC members than the issue of raw log exports. With the expected massive increase of unprocessed logs exported to the United States the consequence will be the closure of most or all of BC's pulp mills. The effect will be particularly acute on the coast where the industry is already under duress.

The CEP represents 150,000 members coast to coast including 40,000 forest industry workers throughout Canada.

## ***Harper government won't close wage gap***

**OTTAWA** -- The Harper Government has set pay equity back 25 years with its recent announcement that it will not implement new and proactive pay equity legislation and has ignored all of the recommendations proposed by the Federal Pay Equity Task Force.

"It's a dark day for women in Canada," stated Gisele Pageau, Human Rights Director for the Communications, Energy and Paperworkers of Canada. "I cannot believe that the government has no interest in closing the wage gap. Women still earn only 72 cents for every dollar a man earns. The current legislation is unacceptable and has proven to be ineffective, time consuming, and extremely expensive."

The CEP just recently settlement their pay equity battle for its Bell operators after a 14-year ordeal and extremely long and complicated legal wrangle that saw Bell take the CEP through almost 30 federal court appeals and one supreme court of Canada appeal. Though the CEP was successful, it doesn't wish this on any other group or individual.

"We need proactive legislation similar to what is currently in place in Ontario and Quebec, not this complaint based system that we know hasn't worked in 30 years," said Pageau. "We need a government that respects and is prepared to do the right thing for all women of Canada. It is so disheartening to realize that the Harper government has once again abandon the women of Canada. We need new legislation and we need it now. I don't wish the Bell experience on any other woman."

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## ***Supreme Court breaks new ground, awards damages for mental distress resulting from breach of contract***

(<http://www.lancasterhouse.com>)

The Supreme Court of Canada has upheld a lower court's award of \$20,000 in damages to a woman suffering from chronic fatigue syndrome. She had been cut off long-term disability benefits by Sun Life Assurance Company of Canada because the insurer wrongly maintained that she was capable of working. The damages were assessed because of the British Columbia woman's mental suffering as a result of being unfairly denied the security that she had been entitled to expect from the insurance

contract. However, finding no evidence of bad faith, the Supreme Court overturned a \$100,000 award of punitive damages.

## **Connie Fidler sues Sun Life for denial of LTD**

The case began in 1990, when Connie Fidler, a 36-year-old receptionist at a Royal Bank of Canada branch in Burnaby, B.C., was diagnosed with chronic fatigue syndrome and fibromyalgia. Under the terms of her group disability insurance with Sun Life, Fidler was eligible to receive long-term disability benefits beginning six months after becoming totally disabled. She was entitled to these benefits for two years if she was unable to do her own job, and thereafter if she was unable to do any job. After some initial disputes with Sun Life as to whether she was in fact totally disabled, Fidler began receiving long-term disability benefits in January 1991.

In May 1997, however, Sun Life informed Fidler that her benefits were being terminated immediately, as a result of video surveillance that showed her getting in and out of her car, driving and shopping. Sun Life had no medical evidence confirming its view that Fidler was now capable of working, and what the video showed was in fact consistent with a statement that she had provided to Sun Life a month prior to the surveillance, in which she said that "I feel I am doing well to take care of myself and my daily business -- i.e. paying bills, shopping, etc. and as this seems like a full time effort for me, I cannot imagine trying to hold a job."

Sun Life held to its position for nearly two years, even though in January 1998 Fidler's doctor confirmed that she was totally disabled and not fit to return to any work. In September 1998 the report of an independent medical examiner stated that "[i]t would be my opinion that Connie Fidler is increasingly able to consider returning to work on a graduated basis. Prior to this being successful, she should embark upon a graduated training program to improve her level of physical fitness." Focusing on the statement that she was "increasingly able to consider returning to work," and ignoring the recommended need for a prior graduated training program, Sun Life reiterated its decision to terminate her benefits.

## **At courthouse door, Sun Life agrees to restore LTD, but disputes damages**

In February 1999, Fidler initiated an action against Sun Life in the B.C. Supreme Court. In April 2002, a week before the trial was to start, Sun Life offered to reinstate her benefits and pay all arrears with interest. Consequently, the trial dealt only with

Fidler's claim for damages for mental suffering and punitive damages.

## B.C. courts disagree on damages

In a September 30, 2002 decision, the trial judge awarded Fidler \$20,000 in damages for mental suffering, finding on the evidence that she "genuinely suffered significant additional distress and discomfort arising out of the loss of the disability coverage." The trial judge dismissed her claim for punitive damages, however, holding that while Sun Life's conduct was at times "rather zealous," the insurer had not acted in bad faith.

The British Columbia Court of Appeal, in a May 17, 2004 decision, upheld the award of damages for mental suffering. By majority decision of a three-member panel, the Court of Appeal also overturned the trial judge's ruling on punitive damages, awarding Fidler \$100,000 because it found that Sun Life's conduct fell short of the duty of utmost good faith "by a very wide margin" and that "arbitrary denial of long-term disability benefits to a vulnerable insured for over five years" required denunciation and deterrence. Sun Life appealed to the Supreme Court of Canada.

## Supreme Court upholds damages award for mental distress

Jointly writing the unanimous June 29 decision of an eight-member panel of the Court, Chief Justice Beverley McLachlin and Justice Rosalie Abella upheld the award of \$20,000 in damages for mental suffering, finding that "[m]ental distress is an effect which parties to a disability insurance contract may reasonably contemplate may flow from a failure to pay the required benefits," and that the trial judge rightly concluded that Sun Life's belated payment of the arrears and interest did not adequately compensate Fidler for the stress and discomfort of the years she had been without benefits.

The Court made it clear that it does not support the view, expressed in the English case of *Addis v. Gramophone Co.*, [1909] A.C. 488, that mental distress damages are not generally recoverable for breach of contract, and that a claim for compensation for mental distress must be grounded in independently actionable conduct. In this regard, the Court stated:

"Damages for breach of contract should, as far as money can do it, place the plaintiff in the same position as if the contract had been performed. However, at least since the 1854 decision of the Court of Exchequer Chamber in *Hadley v. Baxendale* (1854), 9 Ex. 341, 156 E.R. 145, at p. 151, it has been the law that these damages must be 'such as

may fairly and reasonably be considered either arising naturally ... from such breach of contract itself, or such as may reasonably be supposed to have been in the contemplation of both parties'.

Until now, damages for mental distress have not been welcome in the family of remedies spawned by this principle. The issue in this appeal is whether that remedial ostracization continues to be warranted."

In the Court's view, the emergence of a line of cases awarding such damages for breach of "peace of mind contracts," i.e. contracts (such as vacation arrangements) for pleasure, relaxation or peace of mind, "should be seen as an expression of the general principle of compensatory damages...rather than as an exception to that principle." In short, the Court concluded, "[t]here is no reason why [compensatory damages] should not include damages for mental distress, where such damages were in the reasonable contemplation of the parties at the time the contract was made."

According to the Court, normal commercial contracts would not qualify, but contracts "to give a particular psychological benefit" would:

"In normal commercial contracts, the likelihood of a breach of contract causing mental distress is not ordinarily within the reasonable contemplation of the parties. It is not unusual that a breach of contract will leave the wronged party feeling frustrated or angry. The law does not award damages for such incidental frustration. The matter is otherwise, however, when the parties enter into a contract, an object of which is to secure a particular psychological benefit. In such a case, damages arising from such mental distress should in principle be recoverable where they are established on the evidence and shown to have been within the reasonable contemplation of the parties at the time the contract was made. The basic principles of contract damages do not cease to operate merely because what is promised is an intangible, like mental security."

However, the Supreme Court decided that a disability insurance contract is not an ordinary commercial contract, but one that is designed to provide a reasonable expectation of psychological security:

"Turning to the case before us, the first question is whether an object of this disability insurance contract was to secure a psychological benefit that brought the prospect of mental distress upon breach within the reasonable contemplation of the parties at the time the contract was made? In our view it was. The bargain was that in return for the payment of premiums, the insurer would pay the plaintiff benefits in the case of disability. This is not a mere commercial contract. It is rather a contract for benefits that are both tangible, such as payments, and intangible, such as knowledge of income security in the event of disability. If disability occurs and the

insurer does not pay when it ought to have done so in accordance with the terms of the policy, the insurer has breached this reasonable expectation of security.

Mental distress is an effect which parties to a disability insurance contract may reasonably contemplate may flow from a failure to pay the required benefits. The intangible benefit provided by such a contract is the prospect of continued financial security when a person's disability makes working, and therefore receiving an income, no longer possible. If benefits are unfairly denied, it may not be possible to meet ordinary living expenses. This financial pressure, on top of the loss of work and the existence of a disability, is likely to heighten an insured's anxiety and stress. Moreover, once disabled, an insured faces the difficulty of finding an economic substitute for the loss of income caused by the denial of benefits."

For a claimant to make a case for damages for mental distress, McLachlin and Abella noted, "[t]he court must be satisfied: (1) that an object of the contract was to secure a psychological benefit that brings mental distress upon breach within the reasonable contemplation of the parties; and (2) that the degree of mental suffering caused by the breach was of a degree sufficient to warrant compensation. These questions require sensitivity to the particular facts of each case." Such damages are not aggravated damages, which arise from a separate cause of action, e.g. defamation, oppression or fraud, but ordinary compensatory damages, based on the reasonable contemplation of the parties to a contract as set out in *Hadley v. Baxendale*.

In *Connie Fidler's* case, the Court concluded that a disability insurance contract was not a mere commercial contract, but one designed in part to assure income security in the event of disability, with mental distress an effect which the parties "may reasonably contemplate may flow from a failure to pay the required benefits." Here, Ms. Fidler's mental distress flowed from Sun Life's breach of contract consisting of "unwarranted delay" in providing protection.

## Supreme Court reverses award of punitive damages

With regard to the \$100,000 claim for punitive damages, however, McLachlin and Abella held that "an insurer will not necessarily be in breach of the duty of good faith by incorrectly denying a claim that is eventually conceded, or judicially determined, to be legitimate." They emphasized that "to attract punitive damages, the impugned conduct must depart markedly from ordinary standards of decency – the exceptional case that can be described as malicious, oppressive or high-handed and that offends the court's sense of decency."

While stating that they shared the B.C. Court of Appeal's "concerns about Sun Life's decision to terminate benefits relating to an unobservable disability in the absence of any medical evidence indicating an ability to return to work" and that "the facts in this case represent conduct that is extremely troubling," McLachlin and Abella saw no basis for interfering with the trial judge's finding of an absence of bad faith.

They held that "[t]he trial judge's conclusion that Sun Life did not act in bad faith was the product of a thorough review of the relevant evidence, and depended heavily on his appreciation of the basis on which Sun Life denied Ms. Fidler's claim....The trial judge's reliance, in particular, on the difficulty Sun Life had in ascertaining whether Ms. Fidler was actually disabled supported his conclusion that Sun Life did not act in bad faith and that, instead, its denial of benefits was the product of a real, albeit incorrect, doubt as to whether Ms. Fidler was incapable of performing any work, as required under the terms of the policy."

Ruling that "Sun Life's conduct was troubling, but not sufficiently so as to justify interfering with the trial judge's conclusion that there was no bad faith," Justices McLachlin and Abella on behalf of the Supreme Court allowed the appeal in part, upholding the award of \$20,000 in damages for mental distress, but setting aside the award of \$100,000 in punitive damages.

## Comment

With its decision in *Fidler*, the Supreme Court has laid to rest the rule that damages for mental distress resulting from a breach of contract are not payable unless the contract is designed to ensure "peace of mind," e.g. a pleasant vacation, a happy wedding, etc. From now on, the rule is that damages for mental distress resulting from a breach of contract are payable "where such damages were in the reasonable contemplation of the parties at the time the contract was made."

What are the implications of the *Fidler* decision for employment contracts? In *Wallace v. United Grain Growers Ltd.*, [1997] S.C.J. No. 94 (QL), following the English rule in *Addis v. Gramophone Co.*, the Supreme Court of Canada ruled (4-3) that damages for mental distress, claimed in a wrongful dismissal action for failure to give reasonable notice of termination, "must be founded on a separately actionable course of conduct." In this connection, the Court cited in support its earlier decision (3-2) in *Vorvis v. Insurance Corp. of British Columbia*, [1989] S.C.J. No. 46 (QL). Even though it acknowledged the many characteristics that set an employment contract apart from an ordinary commercial contract, the only relaxation of the law recognized by the Court in the

Wallace case was to permit bad faith and unfair dealing in the manner of dismissal to be taken into account by adding to the length of the notice period. Subsequent cases in lower courts, which have found bad faith, have tacked on merely a few months to the standard award of damages for failure to give reasonable notice of dismissal. (The calculation of a "reasonable notice period" is based on such factors as age, seniority, and the job market, but a rough, though not binding, rule of thumb is one month per year of service, to a maximum, again not absolute, of 24 months.)

However, in the Fidler case, the Court suggests that the authority given in Wallace to award an extended period of notice on wrongful dismissal may be explained as an application of the rule in Hadley v. Baxendale that compensatory damages for breach of contract should be based on a single principle, i.e. the reasonable contemplation of the parties. To be precise, the Court stated: "[The rule in Hadley v. Baxendale] also explains why an extended period of notice may have been awarded upon wrongful dismissal in employment law: see Wallace v. United Grain Growers Ltd., [1997] 3 S.C.R. 701." Does this cryptic comment mean that the Wallace approach is to be considered as an application of the "single and controlling test" in Hadley v. Baxendale, so that the requirement of a separately actionable course of conduct no longer applies to actions for breach of employment contracts? If so, has the Court implicitly reversed the ruling of the (4-3) majority in Wallace that "[a]n employment contract is not one in which peace of mind is the very matter contracted for ... and so, absent an independently actionable wrong, the foreseeability of mental distress ... is of no consequence," subject only to the court's discretion to extend the notice period in the event of a breach of good faith and fair dealing by the employer in the manner of dismissal?

Finally, where do claims for mental distress resulting from breach of a collective agreement stand? In the Vorvis case, the majority of the Supreme Court, which applied the restrictive rule in Addis, was careful to distinguish employment contracts, which can be terminated by reasonable notice, from collective agreements, which it said involve consideration of the modern labour law regime (presumably including a requirement of just cause for discharge). This suggests that a stronger case can be made for the award of mental distress damages for breach of a collective agreement than for breach of an employment contract.

In fact, damages for mental distress have been awarded by arbitrators for breach of a collective agreement: see, recently, Amalgamated Transit Union v. Toronto Transit Commission, [2004] O.L.A.A. No. 565 (QL) (Shime), where \$25,000 was awarded for mental distress caused by workplace

harassment. In light of the Supreme Court's decision in Weber v. Ontario Hydro, [1995] S.C.J. No. 59 (QL), which recognized the jurisdiction of arbitrators to deal with all employment-related claims connected with breach of a collective agreement, there can be little doubt that arbitrators have the authority to entertain such claims. What the Fidler decision makes clear is that, in cases of alleged breach of a contract which is designed to provide a sense of psychological security, there is no requirement to establish an independent wrongful act, such as defamation or intentional infliction of mental suffering.

The crucial question that arises from the Fidler case, for parties to collective bargaining, is whether a collective agreement will be regarded, like a disability insurance contract, as more than a mere commercial contract, containing commitments – to ensure a safe and harassment-free workplace, for example – that are designed to provide psychological security. If the principles in Fidler do apply to collective agreements – and they are not singled out as an exception to the Hadley v. Baxendale principle – then in all likelihood damages for mental distress will become a more frequent claim at arbitration.

## *Arar Report: What's Missing?*

**Dozens of 'omissions' conceal what kind and how much info was denied the public.**

**By Richard Warnica  
September 22, 2006  
TheTyee.ca**

On Monday, Justice Dennis O'Connor released his report on Canada's involvement in the detention, deportation and torture of Maher Arar.

The thousand-plus page, three-volume tome details a devastating litany of screw-ups, cover-ups and malicious leaks by Canadian officials.

The RCMP took particularly heavy fire: first for passing unconfirmed and, as it turns out, completely wrong, information about Arar to U.S. officials, and, later for trying to cover it up.

Not surprisingly, Canada's collective punditry have piled on all week.

The Globe and Mail's John Ibbitson wrote Tuesday, "No one, today, should have any confidence in the ability or integrity of the national police force."

His former colleague at the National Post, Andrew Coyne, called the debacle "Canada's Dreyfus Affair." While the Globe's editorial board, among others, has called for RCMP commissioner Giuliano Zaccardelli to quit or be fired.

The only person who comes off blameless in the whole thing is Arar himself. O'Connor found no evidence that the man, who now lives with his family in Kamloops, had any terrorist ties.

From cover to cover the Arar report is chock full of damning evidence and devastating conclusions; enough of both to prompt front page stories across Canada and the United States.

But buried deep, in most stories at least, is what the public isn't seeing. Sprinkled throughout the public version of the report are more than 50 sets of three asterisks. Each set represents an omission -- a decision by the government that the hidden words could damage Canada's national security or foreign relations.

And those are only the visible cuts. O'Connor had already stripped the public report of any material he thought represented a threat to national security. That material was bundled together with the public report to create a second, private-eyes only, document.

But the government demanded O'Connor go further. Before the public document was released, officials made 53 additional cuts.

Challenge in court?

"There are really now three reports," Lorne Waldman, one of Arar's lawyers, said Thursday. "We have no idea what was held out."

The commission can appeal the government omissions to the Federal Court. And the chief council has hinted in the press that they might. But, according to one legal expert, their odds of success are poor at best.

The Commission of Inquiry was governed by section 38 of the Canada Evidence Act, Jason Gratl, the president of the B.C. Civil Liberties Association, told The Tyee. The act gives the government broad leeway to declare classified material it thinks could harm Canada's national security or international relations, an area where the Federal Court tends to be sympathetic to government claims.

"The Federal Court has proven itself very prepared to show extreme deference to the government on matters of national security," Gratl said.

If the commission lost at the federal level, it could appeal to the Supreme Court. But even a victory there would not ensure the material goes public. Because of changes made to the act after Sept. 11, the government would still have the last word on whether to release the material.

Shirley Heafey, a former RCMP complaints commissioner, has been involved in the Arar case almost from the beginning. As commissioner, she lodged a complaint about the case before the O'Connor's inquiry was struck. She also made extensive submissions to the investigators once their work began.

After her term as commissioner ended in October 2005, Heafey stayed involved as a board member of the B.C. Civil Liberties Association. The BCCLA have intervener status in the case. And when the report was released Monday, Heafey was in the media lockdown representing the group.

Heafey was not surprised by how much the government held back. "Anytime you're working in national security it has to be analyzed to death," Heafey told The Tyee from her home in Ottawa. "A lot of people working in that field become convinced that everything is national security."

'Unacceptable in a democracy'

But while Heafey said she was not surprised that parts of the public report were redacted, she did find the way it was done disturbing. In most cases, when a document is censored, the offensive phrases are blacked out. But in the Arar report, they were removed entirely and replaced by asterisks.

That means no one, outside the government censors and the commissioners themselves, knows how much is missing.

One legal expert compared the practice unfavourably to censorship in South Africa. In an e-mail to The Tyee, the expert wrote that at least there, newspapers could print blank pages showing how much was missing.

An official with the department of public safety said the asterisks insure no one could determine what was deleted by figuring out the exact length of missing words.

But Shirley Heafey isn't buying it. "People should be allowed to know [how much was removed]," she said. "This is unacceptable in a democracy."

Of course, even if Canada's government did, in the end, hold out some material, at least they were there. When asked what was missing from the Arar report, Jason Gratl from the BCCLA immediately pointed to those who would not attend.

"Syria didn't participate," he said. "The United States didn't participate. We're missing lots of documents."

*Richard Warnica is a senior editor at The Tyee.*

## ***Life is cheap at Wal-Mart***

**UFCW/CALM**

On July 5, 40 workers at Wal-Mart in St-Jean-Sur-Richelieu, Quebec were ordered to search for a bomb, even though police recommended that the store be evacuated.

Workers were traumatized from the forced search and an investigation is under way.

"This was a pretty sad message about how much value Wal-Mart puts on the lives of its workers," says Wayne Hanley, national director of UFCW Canada.

"No worker's life is worthless. What made Wal-Mart think it had the right to endanger 40 people without their consent? Why did Wal-Mart usher out its customers but order its workers to stay put? What if a bomb really had been planted?"

"In case Wal-Mart hasn't told them, Wal-Mart workers should know they have the legal right to refuse dangerous work without fear of reprisal. If these workers had union representation they would have known they had the legal right to refuse."

• For more information see [www.walmart-workerscanada.com](http://www.walmart-workerscanada.com)



## Welcome to New Members

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

<u>Member</u>	<u>Department</u>	<u>Initiated</u>
Kevin Hamilton	Raw Materials	----
Colin Taylor	Steam Plant	----
Mika Vossi	Steam Plant	----
Stephen Stone	Electrical	----
Teresa L. Nyce	First Aid/Stores	----
Scott MacGregor	Terminal Warehouse	----
Steven Boudreau	Pulpmill	----
Chris Campbell	Raw Materials	----
Sonny Muchalla	Instrumentation	----
Dean Campbell	Electrical	----
Deanna Smith	Traffic	----
Lesil Coverdale	Raw Materials	----

The next General Membership Meeting is at 4:30 pm, Wednesday, October 11, 2006 at the Union Hall, 623 Enterprise Avenue. General Membership Meetings are held on the second Wednesday of every month, except July and August, unless otherwise notified.

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

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

The above benefits are explained in our bylaws booklet.

## Notice

For people wanting assistance with their WCB claims, Pat Williams will be providing assistance and can be reached at the Terminal Warehouse First Aid office at (639)-3506 or on his cell at 632-1267.

## Employee and Family Assistance Program - EFAP

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

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

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

If you want advice about these services 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.uellick.com](http://www.uellick.com)



Puzzle date: Sunday, September 24, 2006

**ACROSS**

- |  |  |
|--|--|
| 1) Word with for or white                | 39) Shipping mogul Onassis, to friends         |
| 5) Small herring                         | 40) Gets People in shape                       |
| 10) Takes into a count?                  | 41) Latin 101 word                             |
| 14) Gadgeteers' concerns                 | 42) NYC block separators                       |
| 15) Line of work                         | 43) "Sommersby" actor                          |
| 16) Transportation mode                  | 44) Swiveling part                             |
| 17) M.Sc.                                | 46) Fraught with extreme danger                |
| 20) One perpetually full of hope         | 47) Swallow hurriedly                          |
| 21) Word with truth or ambition          | 48) Jetson's hound                             |
| 22) Voice device, informally             | 51) Cheese type                                |
| 23) Frees of                             | 55) Illicit use of authority using brute force |
| 25) Gourmet's pride                      | 58) Focus group?                               |
| 28) Emphatic affirmation, in Mexico      | 59) Small bits of matter                       |
| 29) It may be seen at the end of a list? | 60) Ruckus                                     |
| 32) Sanction wrongdoing                  | 61) Jimi Hendrix's collection                  |
| 33) "Merrily we roll ____"               | 62) Return, as a favor                         |
| 34) Letter after Pi                      | 63) Health establishments                      |
| 35) With it, I can act for you           |  |

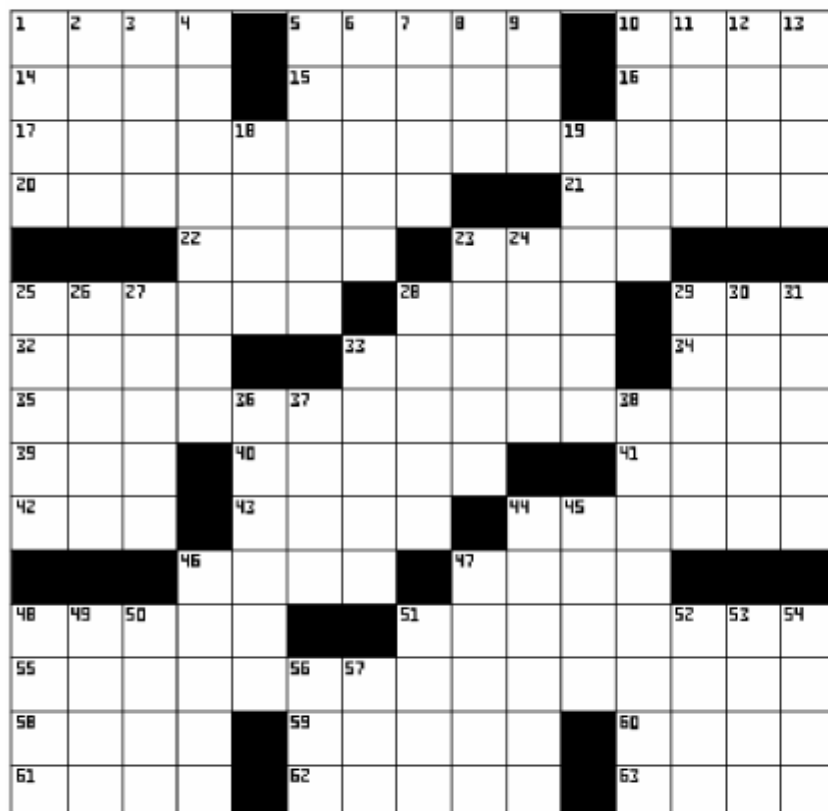
**MIGHTY GREAT**

By Joseph Capri

Edited by Timothy Parker

**DOWN**

- |                                   |
|-----------------------------------|
| 1) Large wrestler's sport         |
| 2) Posthaste, briefly             |
| 3) In the event                   |
| 4) Gauge                          |
| 5) Go on the picket line          |
| 6) Form of writing                |
| 7) Huge amount                    |
| 8) Words from the sponsors        |
| 9) Private eye, slangily          |
| 10) Some geometric findings       |
| 11) Disagreeably damp             |
| 12) Random number generators      |
| 13) It goes downhill fast         |
| 18) Issue forth                   |
| 19) Blue dye                      |
| 23) Laugh-a-minute types          |
| 24) Proven otherwise              |
| 25) "Zorba the Greek" actress     |
| 26) Scrub a mission, e.g.         |
| 27) Clark's traveling partner     |
| 28) Roofing material              |
| 29) Composer von Dohnanyi         |
| 30) The ones right here           |
| 31) More coquettish               |
| 33) Belching flames, e.g.         |
| 36) Vicinity                      |
| 37) German / Czech river          |
| 38) Has high regard for           |
| 44) Respectful bow                |
| 45) ____ mater                    |
| 46) Silver impurity, e.g.         |
| 47) Type of ray                   |
| 48) On open waters                |
| 49) Hades waterway                |
| 50) Word with family or shoe      |
| 51) Tent pole, e.g.               |
| 52) Telegraphic period            |
| 53) Opera with elephants          |
| 54) Sergeants and corporals, e.g. |
| 56) Long-jawed fish               |
| 57) Downed                        |

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

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