



# LOCAL 298 NEWSLETTER

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

Issue #6 Volume #11

cep298@monarch.net

www.cep298.com

September 2007

## Personal Information Protection Act

[SBC 2003] CHAPTER 63  
Assented to October 23, 2003

### Purpose

- 2 The purpose of this Act is to govern the collection, use and disclosure of personal information by organizations in a manner that recognizes both the right of individuals to protect their personal information and the need of organizations to collect, use or disclose personal information for purposes that a reasonable person would consider appropriate in the circumstances.

## Privacy Act

[RSBC 1996] CHAPTER 373

### Violation of privacy actionable

- 1 (1) It is a tort, actionable without proof of damage, for a person, wilfully and without a claim of right, to violate the privacy of another.
- (2) The nature and degree of privacy to which a person is entitled in a situation or in relation to a matter is that which is reasonable in the circumstances, giving due regard to the lawful interests of others.
- (3) In determining whether the act or conduct of a person is a violation of another's privacy, regard must be given to the nature, incidence and occasion of the act or conduct and to any domestic or other relationship between the parties.
- (4) Without limiting subsections (1) to (3), privacy may be violated by eavesdropping or surveillance, whether or not accomplished by trespass.

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## Executive Officers For 2007

		<u>Tel #</u>	<u>Work Local</u>	<u>Job Title</u>
<b>President</b>	Mary Murphy	632-5201	3451, cell 632-1352	First Aid/Stores
<b>1<sup>st</sup> Vice President</b>	Randy Dobson	632-7222	3513	Steam Plant
<b>2<sup>nd</sup> Vice President</b>	Don Klie	632-7571	2367	Pipefitter
<b>Financial Secretary</b>	Rick Wittmann	632-7623	3466 or 3472	Electrician
<b>Recording Secretary</b>	Dino Stamatakis	632-7199		Shiploader
<b>Inside Guard</b>	Dan Bellville	632-5935		Pipefitter
<b>Outside Guard</b>	Bill McEwan	632-3183		Lagger
<b>Trustees</b>	Paul Jeffery 3yr	639-0139	3513	Steam Plant
<b>Trustees</b>	Dave Andrews 2yr	632-2932		Instrument Mechanic
<b>Trustees</b>	Derek Smith 1yr	639-3022		Millwright
<b>Chief Shop Steward</b>	Steve Dudra	632-3850	2375	Tool Crib Attendant

## Committees

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

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

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

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

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

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

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

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

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

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

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

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

# WARNING!!!

THIS NEWSLETTER IS RATED:

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**FOR UNION!**

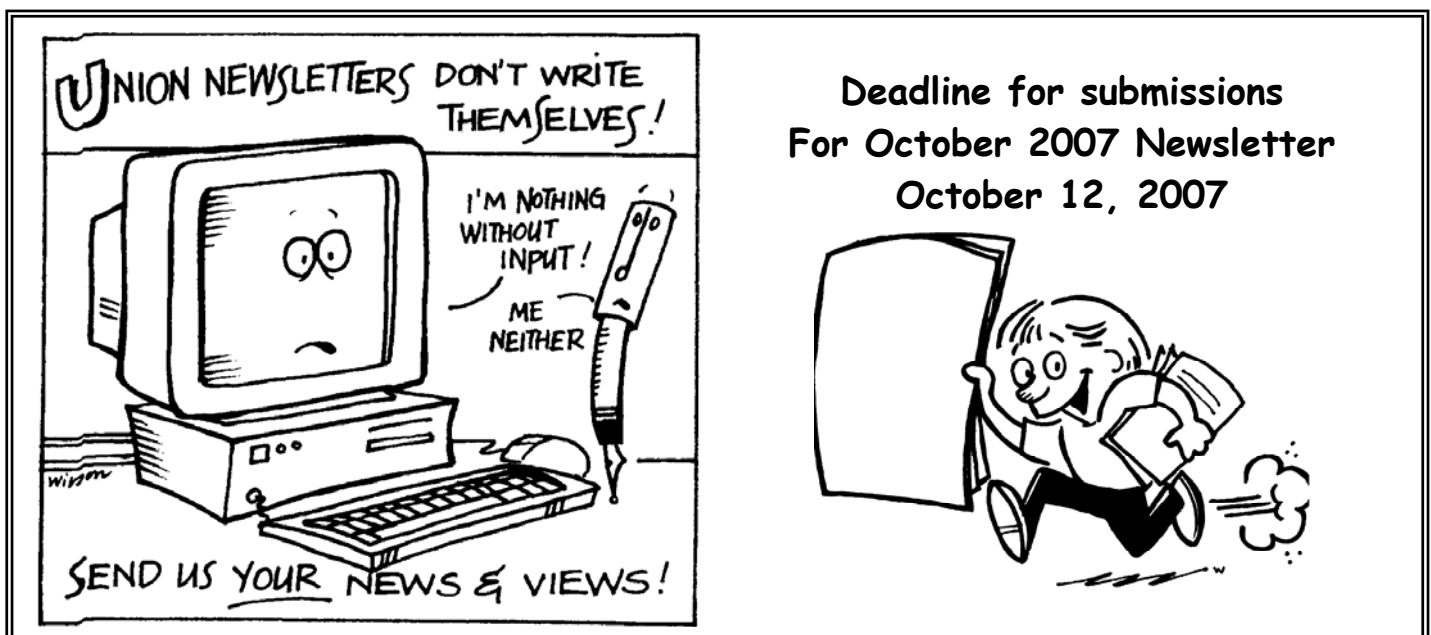
This newsletter is solely for the entertainment and information of the members of CEP Local 298. The Newsletter is available on the internet at the Local 298 web page or by sending your email address and making a request to the editor.

## Union Office Hours:

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Editor: Don Klie



**Deadline for submissions  
For October 2007 Newsletter  
October 12, 2007**



## President's Report

***It's Been A Good Year***

By Mary Murphy

**Reviewing 2007 goals and commitments:**

We were very successful in our commitment to educating our members. Our 2nd Vice President and Chief shop steward facilitated a one day shop steward training session focusing on our needs as related to issues on the workplace. The newer shop stewards, requested some additional training, and this was accomplished by joining Local 1127's Shop Steward Level Two training session, put on by our CEP representatives. First day of training, Adrian Welsh, President of Local 1127, joined the group and treated our members to lunch. Thanks to Local 1127 for arranging the training and the great treatment of our members. I joined the group the second day. I did meet with Bob Hughf to address several issues resulting from a Committee member's complaint to the executive. Bob was very supportive in giving direction that would improve that relationship, and make some minor changes to address the complaint.

The membership also approved additional training for Pat Williams to help fulfill his WCB Advocate Position.

Rick Wittman received some financial secretary training.

I attended Leadership Training, in January, and one of the training sessions was to determine a commitment to accomplishing one important item when returning to our local. Each person's personal goal was given to the instructors; the instructors sent us a reminder of our goals early in September. My personal goal was to promote unionism within Local 298, and within the community.

I feel that my part in promoting my own personal goal was lacking to some extent – mostly on the side of patience. Promoting unionism within Local 298 was especially hard, in view of the last 1st vice president's resignation (*in 2005*), which resulted from a non confidence vote speared and lead by certain members.... And I quote, "I am sick and tired of this TRASH UNIONISM". As a result we lost many good union activists that day, Frank, Dennis from the apprenticeship committee, and Elvis resigned as shop steward. End results, against the advice of the apprenticeship committee, against the recommendation of the executive, against the direction from the membership, this still passed at a chit chat meeting with no minutes attached. Us doing the company's work again, and taking full



responsibility, dividing the local. I have at times certainly felt the hot tongue on my back, and especially most recently, before a grievance was placed into the company's hands, debate of my future already voiced throughout the membership, and town, for that I am to blame. I allowed them the "goods" to go out and spread their views. Even if all my intensions were directly for the good and welfare of the membership, or at least I thought.

We did quite a bit of promoting both last year and this year, within the community and this is important coming into a contract year, but there is still a lot of room for improvement. This can only be accomplished by patience, commitment, and dedication.

The Labor Day picnic was a great success. I cannot commend the C.A.W. executive enough for the amount of hard work they do year after year. Local 298 sends \$100.00 to help with this great event, promoting unionism, although the executive was not in agreement to send more funds, we did have our banner up and a table with all sorts of CEP collectables, pens, key chains, stickers, and badges representing CEP. Most important were our helpers, David Andrews, Kuwait Aujal and the ever famous, going to be the best teacher in the world, Florence, who spent the afternoon painting children's faces, and some adults too.

Florence completed her time as a summer student at Eurocan this year, what a job she did representing Local 298....at this event....thanks to you FLO...



The recipient of this year's CEP local 298 bursary and scholarship was Taylor Kernovich, son of Denise and Ted Idle, who plans to start his studies at NWCC, hopefully moving towards a career in Medicine. His dad states he is very focused and a hard worker, so accomplishing his goals in whatever he chooses will not be a problem.

Several members passed away this year, and be comforted in the fact that the small financial assistance that we give the family during their time of great sorrow is so much appreciated. AND THIS IS A GOOD THING THAT WE DO. Your representatives, this year, both from Locals 298 and 1127, spent time with the families and added to the family's comfort when we share memories held by the workmates.

Every year the executive personally delivers Xmas cheer to the retirees, and employees who are sick, also very much appreciated. Hands' delivering these baskets gives us the opportunity to stay visual, and to say that we are thinking of them and wish them well, and see if there is anything we can help them with.

The Executive is continually working on reducing the operating costs for the Local. Working with the company on the per capita formal, and how/if we can get this deduction directly off paychecks. This is still in the works. We are waiting to hear from the Company in setting up another date to formalize this. Crystal O'Halligan has completed a huge amount of work in the area, and the union appreciates this. Most of the union work we are able to complete on days off, one of the advantages of shift work, keeping

some costs down. These are all savings for the union. The membership needs to know that the executive still runs the business of the union on their own time, and that alone is at least 8 hours per month per executive member. The Secretary volunteers a little more of his time, as he gets the minutes for the meeting ready, and does the posting.

Your committee members also do a lot of research, etc, on their own time, but when attending any company called meetings, get paid by the company to attend. So we continue to look at ways to save the union costs, and this is a commitment that the executive continually works on.

Grievance handling has been slow, fact finding a problem this year, we have settled some huge

grievances, and have two at arbitrations.

It is indeed a huge job for standing committee. Last year standing committee posted all standing committee recommendations for finalization at the next general meeting, giving members a chance to see what was being dealt with at that meeting. This has been lacking this year; I believe that it was a good communication tool. Maybe we could implement that once again next year.

Central Safety Committee: as a first aid resource person on this committee I attend also as the president. I have no vote, but certainly have a voice. I started as a resource person, appointed by Dennis U. and once again am a resource person. As on all committees, you must attend two union membership meetings a year in order to maintain a position on any committee. This committee was joined by Dennis Clare to explain why there would be a reduction in funding for the Safety Improvement Fund. As we explained to Dennis, the fund was meant for "nice to have", "nice to own", improvement to work environment but not must have...so we have no problem with the funds being cut in half due to the financial state that West Fraser is in. The committee prefers that the money is spent on necessities, must do's around the mill, to keeping our membership employed and safe.

Contracting out committee: works very hard to try and show the company that it is indeed cheaper to keep work in-house, giving options for us to do the work. We have seen some success in this area and it is a constant uphill battle.



## ***Wage Caucus update***

The CEP Wage Caucus Conference Briefing has been placed in the mail slots beside the bulletin board.

Representative Hughf advised the delegates that it was clear to him from the positions taken by the Locals that there was no need to call an early caucus to deal with any of the issues discussed and that he would start making the usual arrangements for a wage caucus in October or November.

The local union delegates stated that the mandate from caucus was to meet with Canfor to determine whether they were interested in commencing bargaining early with no concessions. It is apparent from the response of Canfor that this is not the situation and unless the position of the employer changes, there would be no further action required until the wage caucus meets in October/November to determine the strategy for moving forward which would include commencing bargaining in the spring of 2008.

Caucus needs to focus on informing the industry that modernization of the mills is part of the ownership and privilege of harvesting a national resource; they need to stop blackmailing the locals for concessions just because they are exporting enough raw logs to run sawmills of the integrated continental corporations mills in the U.S. It is mill closures that threaten people's livelihood; if we continue to give concession they will close up shop and process the logs in the states...and elsewhere. The language that the Industry uses, changes to address good management practices, common sense workplace changes, changes to insure the viability of our mill. (tks jack)

### **\*Stop eating concessions\***

In view of the Supreme Court of Canada ruling protecting the rights of Canadian workers to bargain collectively, we need to review all the avenues open at the next wage caucus meeting.

United Steel Workers (USW), weekly conference calls are implemented assuring any needed assistance. I have been involved with the weekly conference calls. We did have a situation where the union was notified that West Fraser's logging equipment was going to be unloaded at our terminal operation. This was a practice which was agreed to previously by the Company and the Union. I have put the company on notice to look at avenues to utilize our Shiploaders to unload this equipment in the future, instead of outside sources. I believe the West Fraser Logging Equipment was unloaded elsewhere; the Steelworkers requested that if this situation is to occur again they would appreciate notification so that

they may take the appropriate steps. I attended the picket line in Terrace offering Local 298's support, along with communicating with the northern representative.

We are coming up to elections for executive positions, so good luck to everyone, and remember...this committee did a great job for you this year. The executive last year did a great job for you, and the newly elected executive will also do a great job. Stay focused on what you want this executive to accomplish and be sure to vote and vote wisely.

## ***In Solidarity, Mary***

### **The role of the steward**

## ***SOMETHING TO THINK ABOUT***

**Mary Murphy**

I feel that there is a problem with the Company targeting our Shop Stewards, no wonder they resign their positions. As soon as they resign their position like magic, they become model employees. Not only are Shop Stewards targeted by the company, but sometimes doing the best for our members creates hostility within the membership, due to misunderstandings. The Company picks and chooses who they will use for a Shop Steward, union councilor, and change that person whenever they desire, creating confusion, and inadequate representation for the member. We do not represent the Company, we represent the members. If the Company states who are representing you and you want a different Steward/Councilor, be sure to voice that in the presence of witnesses. We all feel obligated to the Company, so when they use terms like do not discuss this with anyone....they don't bring the issue forward to the Executive/Standing Committee members. This also creates confusion, of where responsibilities lay. Oh, of course this is only my opinion.

The steward's role is to enforce the collective agreement and protect YOUR RIGHTS. Not to represent the company.

A steward does not just deal with grievances and complaints at the worksite:

- \*They are often the liaison between the worksite and the local office;
- \*They are introduced to and welcome new members at the worksite;

- \*They encourage members to attend local meetings;
- \*Assist members in understanding their rights under the collective agreement;
- \*Talks to members about what is happening within the local union as a whole, such as bargaining and educational activities;
- \*Ensures the union bulletin board is kept orderly and up to date;
- \*Refers members to committees on specific issues such as the your health and safety representatives, union counselors, apprentice committee, contracting out committee, job evaluation committee, and the appropriate people to handle WCB appeals;
- \*Listens to members concerns and issues.

## ***Grievance presentation:***

### **6 W's to remember when filing a grievance:**

1. Who is involved, Members full name, job classification, supervisors and any witness involved.
2. What happened that caused the violation, disciplinary action, substitution pay not given, safety violations, placed the story of what occurred in chronological order.
3. When, did the violation occur, dates and times, how often and how long?
4. Where, exact location, or locations, pictures or drawings if necessary.
5. Why, is it considered to be a grievance or complaint? Article one and Others, Direct violation or an article in the collective agreement, violation of an ACT or Code, an arbitral award, and/or past practice issue?
6. Want, adjustments required by the union to correct the injustice, always ask for full redress in order to make the member whole, ie: wages, file cleared, vacation returned.

## ***WHAT IS A GRIEVANCE?***

A grievance is a violation of the employee's rights on the job. It is the steward's job to determine what right was violated or if the grievance is legitimate.

1. Most employees' rights are contained in the collective agreement so this is the first place you as a steward must look. Clear cut violations will be easy to prove, provided you stick to your guns. If it is an interpretive issue, previous arbitration cases on similar or same language will help you prepare your argument.

2. Violation of federal or provincial law, and its interpretation, most collective agreements have specified language on this on whether a grievance is filed or not.

3. Violation of past practice in the workplace can be the basis for a grievance, particularly where the contract is silent or unclear.

4. Complaints must be dealt with-if your rights have been violated see your steward.

## ***Types of grievance:***

1. **Individual grievance.** Complaint resulting from an action by management violating the rights of an individual as set out in the collective agreement, law or some unfair practice. If the individual refuses to sign the grievance, the steward may still file the grievance on behalf of the union. If the grievance is not filed the employer may continue to violate the agreement and when you do finally file you may lose because you acquiesced.

2. **Group Grievance.** Complaint by a group of workers, department, shift that has been effected the same way and at the same time, by an action taken by management.

3. **Policy Grievance.** Actions of management or its failure for refusal to act is a violation of the agreement that could affect all who are covered by the agreement. A policy grievance normally related to the interpretation of the contract rather than the complaint of an individual. A steward doesn't deal with this directly, the steward informs the union executive.

4. **Union Grievance** involves issues where the union's rights have been violated. Example would be refusal of deducting union dues, or failure to provide union leave, refusal of union representation.

## ***MYTHS ABOUT UNIONS***

### **Unions are strike happy:**

\*A UNION NEGOTIATES FOR COLLECTIVE AGREEMENTS, NOT STRIKES. But strikes are sometimes necessary when there is no other way to reach an agreement. Workers will only strike if the issues are so GREAT they are worth the sacrifice.

\*A MEMBERSHIP VOTE IS ALWAYS CONDUCTED BEFORE TAKING STRIKE ACTION, must be approved by a clear majority of the membership

\*A STRIKE is only used as a LAST RESORT; there are bartering tactics which we have when trying to gain rights in an agreement. The standard of living

for workers must be just as important as profits and productivity for the company.

## **Unions were good at one time, but they have outlived their usefulness:**

\*Without unions how many workers would have been granted a decent wage, or applicable time off to enjoy it. You can't have prosperity and social justice when people are broke. Thanks to the labour movement, even unorganized and ANTI-UNION workers have benefits today.

## **Unions protect the lazy...the people who should be fired.**

\*No union contract requires an employer to keep a worker who is lazy, incompetent or constantly absent. What the union does is make sure dismissals are for "just cause".

\*If the employers do their job, problem employees would receive PROPER WARNINGS, MONITORING, AND GIVEN THE CHANCE TO IMPROVE. If they don't they can be dismissed for 'JUST CAUSE'. What often happens is they don't do their job properly and fire an employee and then blame the union for protecting them.

## **Unions are too big and powerful.**

\*What is big and powerful? Most Canadian unions are quite small and together they represent less than 40% of the country's workforce.

\*Even the largest unions, in terms of size and resources, pale by comparison with transnational corporations.

\*Few governments dare interfere with "free enterprise". Business can set their prices, sell their products, and throw their money into anything without restraint. Governments often give them money or tax breaks to do this. Unions receive nothing in the way of money or tax breaks. Governments often interfere with strikes, freeze salaries, reopen collective agreement, and jail union leaders. Do you ever see governments try this on companies?

## **Unions are always making unreasonable demands.**

\*What is a reasonable wage demand? Many employers refuse to open their books to the unions, thus unable to determine reasonable based on profits, productivity and labour costs. The only alternative is for unions to go for as much as they think their members are entitled to.

# ***Post Montebello -- Time for a little truth***

By Dave Coles, CEP President

Activists and progressive thinkers have been trying for years to get the message out about the threat to jobs and resources and the social and environmental costs when corporate-driven governments negotiate secret deals. But the reaction we received has not always been what we wanted.

The mainstream media have tended to view us as white noise or action photos for filler on the nightly news when journalists can't get enough business people together for a quorum. The public, with the exception of communities devastated by plant closures, think we're being alarmist. After all, why would the government lie?

Canadians don't generally want to believe that their politicians in government just have a different agenda than the one they talk about with platitudes and homilies.

They don't want to believe, for example, that Canadian, U.S. and Mexican leaders at the so-called Security and Prosperity Partnership summit at Montebello were discussing, without democratic input from affected groups, how Canada's massive tar sands production could be exploited to serve U.S. interests. Or how the needs of workers and communities in each country would be sacrificed to bolster the profits of energy corporations.

But let me tell you what happened when a young man named Paul Manly videotaped three policemen acting like swaggering thugs and trying to incite a riot among protestors at the summit. He posted it on YouTube for the benefit of more than 200,000 viewers at last count. People were shocked. Then they were angry. Then they began to ask questions. They wondered why the government was so intent on discrediting the protestors. What are they trying to draw attention away from? Even journalists, who often give us short shrift, asked tougher questions. Instead of just taking the pre-packaged news release and canned comments, they wanted to know why the government felt the need for this underhanded subterfuge.

The odd editorial or columnist who tried to defend the government's actions was swamped with letters to the editor from outraged citizens. So the gimmick is up. It's time for a little truth. And a little optimism.

I for one am hopeful that this fallout from the incident at Montebello could be the beginning of a wind of change. For once, Canadians got a breath of fresh air and truth and it is up to us to continue to fight



for that truth and not let governments or bureaucrats-- or secret policemen with rocks--keep it hidden.

On that note, I would like to share with you some of the hundreds of written messages I have received about facing down those phony protestors on Aug. 20th in Montebello. My office has been flooded with phone calls, e-mails and faxes.

I've been called a hero. I've been told I rock. I've been given virtual hugs. People are full of praise, but what they are truly thankful for is that the stereotype of union protestors as rock-throwing thugs has been broken. They are thankful that finally the public and the media are beginning to ask the right questions. And that the government's secret agenda --for a brief moment-- had the cover ripped off.

I've responded personally to most of these messages, and am sharing them because of the sense of hope and conviction they convey.

The writers' names and any information that would reveal their identities have been deleted for privacy reasons.

## ***CEP CALLS FOR INDEPENDENT JUDICIAL INQUIRY INTO MONTEBELLO COVER UP***

**August, 24, 2007**

The man who "unmasked" the police officers posing as protestors at the Montebello summit earlier this week says an independent judicial inquiry into the conduct of the security forces and their political masters is needed.

"It is bad enough that a police force in Canada thinks it has the right to infiltrate peaceful protests in such a way but the real issue is who ordered them to do it?" said Dave Coles, President of the Communications, Energy and Paperworkers Union of Canada.

"The fact is that these three police officers jeopardized the safety of everyone in that protest, not to mention the safety of the three political leaders, by trying to incite violence during the summit.

"Quebec police can deny that all they want but they cannot deny that their officers were masked, were armed with rocks and were aggressive to me, members of my family and to other demonstrators," Mr. Coles said.

"We all know that constables and sergeants



of the Quebec Police Force do not make these decisions on their own. What the Canadian public needs to know is who ordered them to do it."

Mr. Coles called Public Safety Minister Stockwell Day's disavowal of responsibility for the incident "cowardly" and "irresponsible."

"Was Stockwell Day in charge of security at Montebello? If he was, he should take responsibility for what happened. If he wasn't, frankly, he should resign. For him to try and put the blame on three police constables by referring the matter to a police complaints process is a cowardly act that would be laughable were it not so irresponsible."



## Second Vice President's Report

## ***What Rot Have The Dog Days Of Summer Wrought***

By Don Klie

Summer vacations are over, the kids are back in school and hunting season is just getting underway. We still have a large number of campers on the edge of the Kitimat River in Radley Park (on the cheap side of the River).

While the summer of 2007 wasn't too hard on Eurocan, West Fraser took a beating. Our summer got off to a shaky start with the extended maintenance shutdown caused by the sewer line fracture plus the extended maintenance time needed in the Steam Plant (due mainly to a late start and whole lot of work needing to be done). The start up was extended and difficult, requiring fine tuning in different areas of the mill. However, August was a record setting month making us one of the few bright spots in West Fraser's empire. The lumber market is in crisis mode and the future is not looking too good.

While West Fraser has at least one saw mill shutdown because of the Steelworkers' strike, most of its operations are still going. With the costal sawmills down you would think this would be a good thing for West Fraser competition wise. With fewer lumber suppliers one would think that the demand for lumber would increase. However, the recent housing loan scandal in the United States that has caused severe disruptions in the financial markets is taking its toll on the building of new homes; thus a decrease in the demand for lumber. Plus, on top of that, the fact that there are still tariffs on lumber shipped into the States, West Fraser is in very unfamiliar territory – RED INK.

### ***Private and Confidential***

There always seems to be issues waiting to be exposed and cause controversy, or at least that's how it seemed with the latest exposure of confidential files.

Over the years we have gradually tightened up on the flow of certain information. While we live in a free society, with free speech and the freedom of expression and information, there are times when certain information needs to be kept confidential and private. But exactly what does that mean?

One example at Eurocan is that when Incident Investigation Reports are released to the Mill in general (if you're lucky enough to actually see the



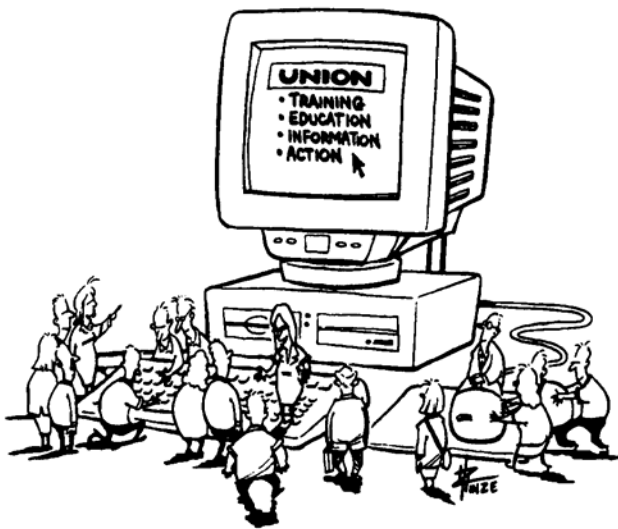
few copies that are distributed) the name of the person who was injured or nearly injured is blacked out. The unabridged copies are provided to the members of Central Safety because it is deemed necessary information for them make appropriate recommendations and take the necessary action. While I'm not sure who deemed those individuals as being more responsible regarding the handling of such information then the rest of the population, the fact that the JOHS Committee has representatives from both management and union gives us a bit of comfort; hoping that if something untoward should occur, our representatives are there to witness it and respond accordingly.

Over the past few years there have been occasions when the Company believed it was okay to post or leave lying around on lunchroom tables the unabridged copies of the daily first aid reports. Each time the Union came upon this information we requested that the Company take corrective action; that is, discontinue the practice of posting such information, whether on the bulletin board or on the computer or on lunchroom tables. Sometimes the Company readily agreed, other times they didn't.

### ***Whistle Blowers Disciplined***

In the most recent release of confidential and private information we witnessed a colossal failure on the Company's part to properly handle and keep confidential information secure. On top of that, the people who got disciplined were the people who brought to light this unfortunate breach.

Approximately 2 weeks after certain confidential files were posted unrestricted on the "L" drive of Eurocan's intranet computer system one of our members was on a computer in Raw Materials looking in "L" drive for a paid leave form in order to print it out and apply for time off. The confidential files were located near the file containing the forms. The Union member opened one of the confidential files, likely as much do with curiosity as it was to determine if there was any information in the file that would pertain to the individual's job. After the union member saw the file and determined that something wasn't quite right, she sought out a union representative and asked his opinion. He agreed the information shouldn't be on the "L" drive and suggested she go and talk to the Union president.



The Union president was shocked and dismayed that such information would be on the "L" drive.

The "L" drive at Eurocan is our electronic bulletin board. Information can be stored on the "L" drive so that anyone in the Mill can access it from any of the computers located around the Mill. The "L" drive serves a vital function in the Mill and is very useful. Examples of the information stored on the "L" drive are: the Mill's safety procedures and policies, safety notices, job postings, meeting schedules, minutes from meetings, Mill communiqués and announcements, messages from the mill manager, vacation scheduling, overtime statistics, maintenance schedules, shift schedules; just about every important document that needs to be distributed throughout the Mill can be found on the "L" drive.

There are certain files that when "clicked" on will not open and a window pops up and informs the computer operator that "Access is denied".

It can be reasonably assumed that some of those files were confidential and not there for the entire workforce to view.

In the past, it has been my experience that when you expose such "screw ups" to the Company, their first response is to deny such a thing occurred. In fact, when the Company representative (the Employee Relations Superintendent) approached the Union president, who was in the process of getting hard evidence of the fact that the information was not only on "L" drive but could also be printed out, the Company representative indicated or implied that it was only the Stores' computer that had access to such files. The Union president corrected the Company representative and informed her that the computer over in Raw Materials also had access to the information.

The superintendent informed the Union president that the information was confidential and to access such files could lead to termination, she instructed the Union president to log off the computer, took all of the copies of the files that had been printed out and went back up stairs to the offices.

After a few minutes of thinking about what had transpired and being uncomfortable about whether or not the Company would properly deal with the issue, and still not sure that the superintendent was correct in her thinking that only certain computers had access to the confidential files, the Union president went into first aid and tried to access the confidential files from the first aid computer. When she determined that she not only had access but could also print the files out she immediately tried phoning the superintendent to make her aware that the breach extended to more than just the Stores computer and Raw Materials.

While the Union president was attempting to contact the superintendent, access to the files was stopped at the first aid computer. Shortly thereafter the Employee Relations Manager and the superintendent interviewed the Union president. At the meeting the Union president insisted that the manager put out a notice immediately acknowledging the breach and advising the employees of their rights and responsibilities regarding confidential information.

Curiously and absolutely unfathomably, access to those files was not prevented with the Raw Materials computer until the next day.

## ***Who's Responsible???***

On the notices that followed, employees were informed that unauthorized personnel who have accessed the confidential files were strictly forbidden to discuss, share, copy, distribute electronically or otherwise any of the information contained in these

files. Violators of this directive would be subject to termination. The notices also stated that unauthorized personnel who accessed any confidential information are in serious breach of Company policy as well as violating personal privacy.

Once the security breach was discovered the Company had to put out a strongly worded notice in order to properly inform the employees and also, to cover their liability.

However, anyone viewing, copying or sharing that information prior to the notices going out was not covered by the restriction because the Company had itself put the files on the Mill's electronic bulletin board. And, as noted previously, the information accessible on "L" drive is for everyone's benefit, to be shared, copied and discussed.

Obviously, the information should have been secured and confidential. However, as noted earlier there are times when the Company doesn't agree with the Union's definition of confidential and continues to put out the information. The Union can raise the issue and file complaints and grievances, but in the end it is the Company that's responsible for its decisions.

The Union is responsible to represent its membership as best it can. When word that this information was accessible on the "L" drive, the Union immediately took steps to have the Company limit access. At no time did the Union view the information for the purpose other than to determine exactly what it was and that there was inappropriate access being allowed. The Union was able to prove that not only could any individual access the information at will, but that the files could be copied, printed and shared at will.

As usual, the Company has acted inappropriately and disciplined the two people who were most responsible for exposing this fiasco.

It is the Company that has the authority and the responsibility to ensure that this information is handled properly. It is the Company that did not ensure that the system they had in place would adequately protect confidential information.

The Company has informed us that a summer student was given access to sensitive and confidential information.

The first question needing to be answered is, why was a temporary and short term employee given access to such information? The Company has no control over such a person once they leave. The Company has very little history or experience with which to determine if the individual is the appropriate person to do such work.

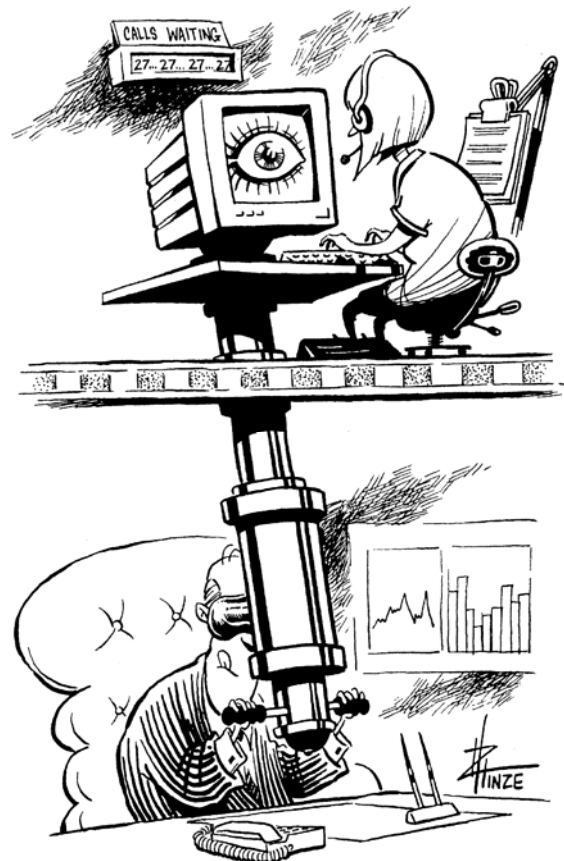
The second question needing to be answered is, who was responsible for the training of the summer student and for following up to ensure that the

individual was doing things correctly? The Company acknowledges that an error was made with security access permissions allowing the unauthorized security breach. There must be people in the employ of the Company who know how to operate the computer equipment and software. Have they been adequately trained in this field? How much experience do they have with training other individuals in the use of the equipment and software?

How can the Company put out the notices that it did and then fail to ensure that all of the computers that were reported to them as having accessed the information, were still not able to access that information? Can we put any reliance in the statement the Company made regarding the IT Department reviewing computer records and data to determine the identity of any unauthorized personnel who accessed the files?

One thing is for certain, it is the Company that was responsible for this breach (but who got disciplined?). The people who should be disciplined are Dennis Clare, Doug Petersen and Heather Wuensche. They should be suspended and fined for not ensuring that confidential information was secured and being handled properly.

Another certainty is that the Union will continue to aggressively defend its members' rights and privacy.



## ***Early Negotiations Thwarted***

As posted around the Mill on bulletin boards, the Union's attempt at early negotiation was unsuccessful. In late 2001 Norske proposed early negotiations to the Union. Norske was interested in being able to present itself to its customers as a reliable and stable producer of paper products. By late summer of 2002 a deal was struck to extend the then current contract until 2008 after agreement had been reached to go into talks with no concession demands on the employer's part and a pared down agenda on the union's part.

While our Local chose to negotiate separately from the CEP Pulp and Paper Wage Caucus in 2003, we would eventually agree to a very similar, no-concessions agreement.

Our Local has decided to participate with the Wage Caucus for the upcoming negotiations. In late July discussions were held between the CEP, PPWC and Canfor, the only employer that had expressed any interest in early negotiations while at the same time not indicating its intent as to any concessionary demands. After those discussions Canfor forwarded their conditions to the CEP and PPWC for early negotiations.

Canfor was only interested in bargaining with its 3 pulp and paper mills in Prince George (Canfor also has a half interest in the Port Mellon/Howe Sound Pulp and Paper Mill); they insisted that the CEP and PPWC set aside their differences and negotiate together; they wanted to have an agenda, although pared down; and, they wanted to set dates for the negotiations to be completed by.

A conference call of the CEP Locals was arranged for late in August and it was decided that Canfor had not met the criteria the Wage Caucus had established, that being a no-concessions agreement. It was believed that if the employer had any agenda it would likely include demands that were concessionary, or would be used to trade off against the Union's agenda items or current collective agreement benefits.

One concern was that if we went into early negotiations under those conditions, with a pared down agenda and were unsuccessful at reaching agreement, we would not be able to strike until May 1, 2008. Plus, we would likely not be able to change our agenda, as that could be seen as bad faith negotiations.

With early negotiations a non-starter, the Wage Caucus has set its focus on meeting in November and setting the stage for meeting early in the New Year to draw up an agenda, determine strategy and pick a target.

There has been no decision on which employer the CEP will target. Certainly Canfor and West Fraser would be likely candidates as they are the two largest integrated forest companies in the West. One issue that would have to be dealt with if Canfor was chosen as the target is whether or not we could find agreement with the PPWC to negotiate jointly. This would have been one of the main issues dealt with before early negotiations could have commenced.

While there was a willingness on the part of the PPWC to sit down for a joint meeting with Canfor in Prince George, there were no discussions or indications from the PPWC how our differences could be resolved. While the PPWC as a whole has rebuffed the CEP, it is uncertain whether that would extend to the Locals in Prince George. Some of this could just be posturing, with the PPWC wanting to show its continuing displeasure with the CEP regarding our merger with Local 10B in Kamloops, with them still being prepared to do what it takes to negotiate the best agreement possible.

There is still a chance that West Fraser will be the target employer. It would certainly make for an interesting time; but as the Chinese say, it's a curse to live in interesting times.

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## ***Wal-Mart's China imports cost 200,000 U.S. jobs***

**AFL-CIO/CALM**

Wal-Mart claims it creates jobs across the U.S., but a new report shows a different reality.

The giant retailer's reliance on cheap goods made in China has cost the U.S. nearly 200,000 jobs since 2001, says the report, *The Wal-Mart Effect*, by the nonprofit Economic Policy Institute (EPI).

The report shows Wal-Mart has played a major role in creating a record trade deficit with China that has eliminated some 1.8 million jobs, mainly in manufacturing.

The U.S. trade deficit with China reached a whopping \$233 billion in 2006, and imports for Wal-Mart alone accounted for \$27 billion—11 per cent of that total. This year's first-quarter \$46.4 billion total deficit is twice as large as in the same period last year.

The U.S. trade deficit with China between 1997 and 2006 has displaced production that would have supported about 2.2 million U.S. jobs, according to EPI. Most of these jobs (1.8 million) have been lost since China entered the World Trade Organization (WTO) in 2001.

Contrary to the predictions of its supporters, China's entry into the WTO has failed to reduce its trade surplus with the U.S. or increase overall U.S. employment.

Economist Robert Scott, author of the EPI report says, "Now we know the impact that imports from China to the world's largest retailer has on our nation's jobs. What's good for Wal-Mart is not always good for U.S. workers."

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## Belleville's Views

# He's back!!!

By Dan Belleville

Well, I thought since I've been gone so long and haven't put anything in the Newsletter for awhile I thought I would. You may say it was a long summer but I can't believe it went by so fast.

I left Kitimat April 20th and started my holiday by taking the new ferry from Rupert to Vancouver Island. I wasn't too impressed with the New Ferry but the cabins were a lot better than the old ship's cabins and the trip was faster. This was only the second time making this trip and I was happy just to make it there safely and spend a couple days with my son in Victoria. We moved on to Surrey and spent a week with my daughter and our grand kids. Davinder Olak has taken a year of welding and if you know him you know that everything has to be welded. He has a job welding now and seems happier. We were a little worried about the highway through B.C. washing out because of all the snow. We traveled across the province without any trouble and stopped in Thunder Bay three days later. There we spent four days sight seeing with my daughter and family.

Moved on to Sudbury and spent May, June and July mostly at the camp or visiting other family cottages. Most days I would scoot up to the end of the lake and toss out a line, have a couple of beers, bake in the sun and even reel in a couple of trout. I caught a total of twenty so had my fill of fresh fish and can tell stories about their sizes like any good fisherman. Had a few bass and even a loon tried to take my rod, hook, line and sinker. The water in the lake was warm enough to swim in by the end of May with weather reaching temperatures of over 30 C. It was not all fun and play; I tore down a steam bath, changed a shed and an old outhouse, and installed a new dock. I even had time to use them a couple of times. Even went fishing on Lake Huron and caught a couple of salmon and no they didn't glow to my surprise.



For anyone that has been in Northern Ontario, there are things you get to remember quickly. One of these is how many black flies and mosquitoes there are for a month until the hot sun clears them out. I also forgot how big of a bite the horse flies and the deer flies took out of you. Also, when it rains, it rains hard and the lightning and thunder lets you know that the power can go out at any time, and it did a few times. But most days the sun would appear shortly after the down pour and you could enjoy the rest of the day. I even got out to golf about six or seven times; it was costly but I paid my \$33. It was for eighteen holes of golf, plus a cart and soup and sandwich, but Beer was separate.

I rather suffer with these small problems then the ones we heard were happening in Beautiful B.C.

We would check the news and we could see and hear about the floods and slide that were taking place in the Kitimat area and throughout the whole province.

When I arrived back in Kitimat at the beginning of August people were telling me that there had not been much of a summer yet. I think they were telling me a yarn because most of August has been sunny and warm.

Like all good things that happen, it had to end and I returned to work on the seventh of August. I was a little excited to get back to work to see my fellow workers and find out how things were going here.

It didn't take long, listening to stories, that I realized nothing had changed and was happy that I had missed a lot of the problems.

The first one was, did you hear that Jill Lawrence got fired or let go? Was that because she treated her workers fairly and wasn't going to treat them the way upper Management wanted her to? I also know of other past supervisors that quit rather than loose the respect of their employees and compromise their ethics.





Shutdown went a lot longer than was expected and a major line broke that went to our lagoon and many problems occurred at start-up. Boy was I very, very sad that I missed all that!!!!

Then a breach on restricted information occurred when someone went on "L" Drive and pushed a button on a new site just sitting there screaming open, open me, please open me!! In this issue as usual the Company is quick to blame everyone but themselves. You have to remember that this was information that they were to keep confidential, not put on a shared site that could be open by anyone. It makes you wonder if it is safe to use the Company's computers to do our work and not get into trouble; also, did the Company prevent this information from being accessed outside the mill?

Next I heard we made another record on August 12th and produced over 2000 tons of paper and the Company wants to remove four positions from the Paper mill. Lets remove the lab technician's from the middle or a progression line and call it reassigning the job. This was a job that was a negotiated position; how can the Company eliminate it in the middle of a contract without having to renegotiate? We should be reminding them that the contract is coming up soon and if they don't want the same results as 2003, they should act in good faith. I do remember some superintendent telling me that it will be easy to make big improvement here, and one could make big profits for the Company and earn huge bonuses; so, is this how?

The last one I was made aware of today was that our safety fund is cut in half from \$500,000 to \$250,000. I asked what the reason was that the Company gave for the cuts, because our safety record seems to have improved greatly over the last couple of years. The answer was that Eurocan is losing money because of the long shutdown and the many problems on start up. I'm not really surprised, only in the fact that we haven't lost all the money. I could see the writing on the wall when the Wade Committee first stuck their noses into the fund. So when they don't get what they wanted from the Fund, they use one bad month to destroy a good thing.

Remember at the beginning of the year, they were handing out food and jackets because of the record year we had? Remember long time employees return the gifts that they were given so the Company could recover all the money they spent and not just the tax portion? Look now even today, the workers are producing more production than ever and how does the Company respond. Thank You, yea!!

Remember the large amount of money West Frasier received from the United States for the wood tariff that we, the tax payers, paid to fight? Then look

and see what they spent the money on; yes, thirteen sawmills in the United States, and they're proud. They most likely joined the other Companies that sent raw logs across the boarder and closed our mills down.

The workers are asked to cut back on jobs, work longer hour for less and forbid you ask for your earned time off.

I'm just wondering what have these high paid managers or owners given up for this hardship they claim on projected profits. Did they sell their big boats, move to smaller homes, sell their jets or start riding public transportation? I think not. But should they see you with something new or bigger, they say you're making too much money and we want some of that (oops, that's a slip of the tongue, I mean WE ARE LOSING MONEY!).

I hope everyone keeps all this in mind and also how we are being treated. Yes, this is 2007 and the New Contract is just around the corner. They have grown five times larger on the backs of the workers, if not larger, and still want to screw you.

Sorry if I sound a little pissed off with the way the companies and the banks ARE TREATING THE PEOPLE OF CANADA, and our government is allowing it.

Well, I guess I got a little side tract and hopefully you're not bored and are able to continue to work safely.

Yours Truly  
Dan Belleville

The chicken coop was left open

## *Fruit of labour*

CALM

"Labour is prior to, and independent of, capital. Capital is only the fruit of labour, and could never have existed if labour had not first existed. Labour is the superior of capital, and deserves the much higher compensation."

Abraham Lincoln, State of the Union message, 1861

## *Two kinds of people*

CALM

"There are two kinds of people, those who do the work and those who take the credit. Try to be in the first group; there is less competition there."

Indira Gandhi



To Local 298:

Hope you know how much your thoughtfulness meant and how very much you're appreciated. Thank you for the wonderful fruit basket and flowers

Sincerely  
Dorothy Birkett

To CEP local 298

Thank you for the fruit basket I received from the union during my stay in the hospital and also thanks for covering for my TV rental while I was there near the end of July.

Sincerely  
Art Pilkington

## An open letter to all Paper Testers

Due to our complete lack of appreciation and the simple fact that we can, we have figured out another way to take more WEST FRASER family members out of the paper making process. Just the thought of the four senior tester having well over 100 years of combined dedicated service being displaced, almost brings tears to our eyes. Behind every dark cloud there really is a silver lining. You will all be promoted to the newly vacated wet lab.

Oh yah....**An open letter to all wet lab personal.** Due to the thoughtless actions of the four senior paper testers who have blatantly decided to steal your jobs, you will be placed in various departments throughout the mill. Those of you, who by seniority are getting new jobs, will be happily retrained by the person who you will replace. So as you can see, we are still one slightly less big happy family. Once this little burp is finished and if there are no assaults or suicides, West Fraser will be happy to buy all those left standing a tasty yummy atta boy

hamburger. Look forward to more hamburgers in the future.

Sincerely....the company who cares  
Garth Milne



## Dayal Moraji Patel

February 15, 1937 to  
August 22, 2007



*(The following was copied from the Northern Connector, Carole Gagnon of Eurocan, and from the memorial service. Editor.)*

The family of the late Dayal Patel would like to express heartfelt thanks to all those who helped with his care during his last two months. Special thanks to Dr. Huang, doctors and staff at KGH and VGH. Also to the many friends and neighbours who helped with maintaining the home by cutting the grass,

building the shed, picking up the mail, etc. during our time in Vancouver. We also thank all our dear friends for prayers, moral support, flowers, cards, meals, baking and providing non stop comfort to our mother.

Our father appreciated all the love and warmth he received from close friends and the community during his illness.

Dayal was a selfless, giving man by nature and was shown the same selfless giving from all of you during his last days. If he had recovered, he would have caught a fish for each of you.

His ashes will be laid to rest beside his mother and father in India as well as some at the Kitimat River, where he spent many happy, peaceful moments.

A memorial service was held at MVAC on Sat., Aug. 25, 2007. He will be sadly missed and lovingly remembered by his wife of 49 years, Dahi; children; Arjun, Rajendra, Narendra, Jaymala, Champa; and fourteen grandchildren.

"Dad, you were dearly loved and respected by us in life and we will continue to uphold your teachings. May you rest in peace with the Lord".

Dayal came to Canada in 1972 and settled here in Kitimat. He started working at Eurocan on May 30, 1972 and retired 18 years later on January 1, 2000. When he wasn't working, Dayal loved to go fishing.

Dayal was born in Samapur, India. His father past away when Dayal was young and at a young age went out into the workforce in order to help support his family. Dayal worked for several oil companies where he got his training as a pipefitter. Before coming to Canada Dayal had worked as a supervisor and superintendent running his own crews for the oil companies.

Dayal was a kind, caring, loving man who appreciated all of his friends. He was known as a selfless man who always put others ahead of himself. This was true for all who knew him, but especially for his wife and children.

It was his family that Dayal cherished above all. When it came to his wife and children, there was nothing he wouldn't do to ensure their happiness. It is that kind of love and dedication that he will always be remembered for.

Dayal beautiful smile and generous ways will be sadly missed by all who knew him.

On a personal note, I started at Eurocan in 1975 and got a pipefitter apprenticeship in late 1976. Dayal was one of the journeymen pipefitters I apprenticed under.

Dayal was a well respected individual, as well as being respectful of his fellow workers. He always had a ready smile and never backed away from any job. Those who worked with him and who he worked for

always knew that Dayal could do any job, no matter how difficult or bad the job was. The job he did wasn't always pretty, but the places we work in aren't that pretty sometimes. He was always a willing worker and would lead or follow as the situation called for.

Over the years Dayal became known for many things. As mentioned earlier he was well known for his smile. He loved his fishing, and he knew his pipefitting.

Anyone who worked any amount of time with Dayal would invariably experience the Hindu Rope Trick. This was Dayal's way of improvising when he wasn't able to get a come-a-long. It involved looping a length of rope around something you wanted to move, usually a pipe, to something secure like a beam, and then sticking a piece of wood or a pry bar between the looped rope and turning it similar to twisting an elastic band in a toy airplane or boat. This somewhat frowned upon procedure likely worked as desired as often as it failed.

Another thing Dayal was known for was "gap come". In pipefitting and welding, when you have to weld two lengths of pipe together, the pipefitter prepares the ends of the pipe so that they can be welded. The pipe ends are beveled and then brought together leaving a one eighth of an inch gap, or there about, between the ends; the welder then puts in his root pass and finishes the weld with the cap – depending on the thickness of pipe, there could be one or several passes for the cap. The root pass is very important for the integrity of the weld, and thus the preparation of the pipe ends and gap are also important. As most of us know, theory and practice aren't always the same. Sometimes the lineup of the pipe or the pipe ends isn't very good – thus you have "gap come". At one time or another most pipefitters and welders have experienced "gap come".

Dayal was one of the old guard in the pipe shop. He was hired on in the early days of Eurocan as a journeymen pipefitter and continued working here until his retirement. He was predeceased by others of the old guard; Bob Burke-Smith, Peter Crockart and Cecil (Chic) Griffin.

There are several journeymen pipefitters at Eurocan today who apprenticed under Dayal and his memory, like the others who have gone before him, will be carried on by us.

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### Don Klie

Love never claims, it ever gives; love never suffers, never resents, never revenges itself. Where there is love there is life; hatred leads to destruction.

### Mahatma Gandhi



**Tony and Chloe after a beautiful day of fishing.**

## *Slow down and celebrate nature's bounty*

**by David Suzuki/Suzuki Foundation/CALM**

Every summer, if I'm lucky, I get to spend some time with my family at our cabin on an island off Canada's west coast. It's a place we go to recharge our batteries and reconnect with each other and with the natural world.

Part of that reconnection is with food. Although many of us quickly scarf down whatever's convenient as we rush about our daily lives, eating food is one of the most intimate experiences we can have. The food we eat is broken down by our bodies at a molecular level and absorbed into our cells. It becomes part of us. We quite literally are what we eat.

That's why it disturbs me to see the kind of food many people consume on a daily basis. I admit, I'm guilty of less-healthy choices myself sometimes. I try to be vigilant about food, but I travel a fair bit and it can be hard to find the time to slow down and eat right. People think that being on a TV show is glamorous, but after a long day of filming, my dinner might well consist of a veggie dog from the street vendor outside my hotel before turning in for the night.

One reason we patronize farmers' markets is that eating locally grown food helps reduce the pollution caused through transportation.

When I get to the family cabin, food stops being a mere necessity to provide energy for another hour of shooting. It becomes something to celebrate.

Summertime provides us with a bounty of fresh fruits and vegetables, and our oceans can still serve up a veritable feast of shellfish and other seafood. As the Coastal First Nations' saying goes: "When the tide is out, the table is set."

Most Canadians—in fact, the vast majority of us—now live in urban centres where we are often completely removed from the sources of our food. Much of what we buy is pre-packaged, frozen, chopped-and-formed, or otherwise processed before we even pick it up from the nearest warehouse club store.

Yet there's something truly special about digging up your own clams and mussels for dinner. Or catching a fish for breakfast. Or picking your own fruits and vegetables. Not only is the food fresh, the experience makes it taste better and feel more satisfying.

For the past 27 years, part of my family's summer ritual is to go cherry picking because I wanted my children to celebrate food's seasonality. We stuff ourselves silly with the juicy red fruits and bring back pallets of cherries to share with friends. It's actually pretty hard work. But that's part of the fun and the satisfaction. You can't buy that experience from a big-box store.

In fact, it drives me nuts to go into a supermarket in the summer and see it loaded with imported fruits and vegetables when local gardens and farms are overflowing with food. Farmer's markets are where I prefer to get my produce in the summer, when local farmers and some industrious city gardeners make their harvests available directly to the rest of us.

There are plenty of reasons to support farmers' markets and local food, besides the experience. Eating locally grown food helps reduce the pollution caused through transportation. Apples from New Zealand, for example, are a pet peeve of mine. Many local farms often also have organic certification, which is less intensive and more sustainable in the

long term, and organic produce is grown without using chemical pesticides.

Some proponents of organic food also say that it's better for you, although the research is inconclusive. One recently completed 10-year study to be published in the Journal of Agricultural and Food Chemistry found that levels of certain cancer-fighting antioxidant chemicals were almost twice as high in organic tomatoes as they were in conventionally grown tomatoes. Researchers surmise that the availability of nitrogen in the soil is the reason for the difference. But other studies on wheat and carrots have found little nutritional differences between conventional and organic crops.

Regardless of your reasons for eating locally, summer is a great time to slow down and reconnect with food. Few things are as fundamental to our personal health and well-being. And few things have a bigger impact on the health of the planet.

• **David Suzuki is chair of the David Suzuki Foundation. [www.davidsuzuki.org](http://www.davidsuzuki.org)**

## ***SiCKO***

by **Leo W. Gerard/USW**

Activist author and filmmaker Michael Moore begins *SiCKO* by subjecting his viewers to excruciatingly painful insurance system failure scenes. The scenes include an injured worker suturing up his own lacerated knee because he is one of the 47 million Americans in the U.S. without health insurance.

Other victims include a couple moving into a spare room in their daughter's home after medical insurance co-payments for the husband's three heart attacks and the wife's cancer forced them into bankruptcy. Medical expenses in the U.S. have become the most common cause for personal bankruptcy.

Then we meet a young woman who recounts the death of her 18-month-old baby because an ambulance took the critically ill girl to a hospital that refused to treat her because her insurance would not pay for services there.

These disquieting scenes are thankfully interspersed with Moore's often-comical antics in four countries with national health care: Canada, Britain, France and Cuba.

In Canada, he tools around in a golf cart with a conservative who endorses the country's national system of medicine and describes its creator, Tommy Douglas, as a Canadian hero, akin to George Washington or Abraham Lincoln.

How could a conservative support socialized medicine? Moore asks. The man says it's because not everyone can afford the medical services they need. The conservative believes health care is a human right, not a privilege bestowed only on the rich or the fortunate.

In the U.K. Moore searches a hospital for a department that will bill a patient. Finally, after numerous workers laugh at him, Moore discovers a cashier's window. It turns out, however, money is dispensed from the window to patients, reimbursing them for public transit to the hospital.

Moore reports that his research shows that Canadian, British and French citizens live longer, and are healthier than Americans, with lower infant mortality rates.

The overhead costs for health care systems in Canada, the U.K. and France are also far less than in the U.S. In fact, the overhead for the existing national system in the U.S.—Medicare—is three per cent compared to 30 per cent for the private insurance system.

Moore ends up in Cuba, where he attempts to get some American patients, including two 9-11 first responders with lung injuries, into Guantanamo Bay where the U.S. is dispensing free health care to detainees.

After being refused entrance to the U.S. portion of the island, Moore takes his patients to a Cuban hospital where the foreigners get free treatment, under the same procedures and circumstances given to Cuban citizens. The idea, again, is that medical treatment is a right of all humans, regardless of nationality, religion or politics.

Firefighters at a Cuban fire station conduct a ceremony to honour the 9-11 first responders before they leave the country. Because, the firefighters say, they are all brothers and sisters. The Cubans wish they could have aided with the rescue on 9-11.

*SiCKO* advocates radical surgery on the U.S. system to excise the insurance companies, which profit by denying coverage, treatments and pharmaceuticals.

Michael Moore argues the scenes in *SiCKO* don't represent American's true behaviour. Americans show solidarity in crises. They rush to aid each other when there's a tornado, a Katrina, a Virginia Tech. Americans bring food, build houses, give blood and clothes. They are not the kind of people who support a stingy health care system.

Moore's film advances the cause for public health care. The more people who see it the more popular the film will become, and the clearer it will be to Canadian politicians that health care must stay public.

• **Leo W. Gerard, from Sudbury, is United Steelworkers International President and a vice-president of the AFL-CIO.**



## *Grievance Report*

The last Standing Committee meeting was on July 19, 2007 and dealt with previous outstanding issues. There was no meeting in August due mainly to vacations. The next meeting has not yet been scheduled.

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

### At Arbitration

**John Miller/Contracting Out** – Sept 10/04 – case #04-59 – Letter from Company re: Contracting out notification of change of practice in Stores on the purchase of manufactured shafts.

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

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

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

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

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

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

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

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

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

**complete for vacant positions in the mill compete and are selected for the posted job vacancy. Previous to the candidate accepting an offer of employment they are notified of the one-year clause in the Collective Agreement and the Company’s application of that section.”**

### At Standing Committee

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

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

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

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

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

**Case #06-75 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.

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

**Case #06-85 Contracting Out Committee**

June 15<sup>th</sup>, 2006 – Failure to Notify – 101 Pump shaft 3196XL ( PO# 2010605050 ).

**Case #06-86 Contracting Out Committee**

June 20<sup>th</sup>, 2006 – Failure to Notify – Stuffing Box ( PO# 2010605174 ).

**Case #06-87 Contracting Out Committee**

July 10<sup>th</sup>, 2006 – Failure to Notify – Westcan Pump Shaft ( PO# 2010605617 ). **This grievance was put on hold pending the general notice grievance, #04-59, arbitration.**

**Case #06-89 Contracting Out Committee**

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

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

**Case #06-92 Contracting Out Committee** – June 5<sup>th</sup>, 2006 – Failure to Notify – Rain Coast Crane hauling a platform.

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

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

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

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

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

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

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

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

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

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

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

**Case #07-09 Jim Eyre** – January 21<sup>st</sup>, 2007 – Terminal OT Call List Violation.

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

## Grievances at Fact Finding

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Completed Grievances**

**Case #07-04 Walter Sanwald** – September 29<sup>th</sup>, 2006 – Denied Posting to Traffic. **Grievor was successful millwright apprentice applicant. The Union withdrew this grievance without precedence or prejudice.**

**Case #06-97 Chris Campbell** – Dec 7<sup>th</sup>, 2006 – Job Posting. **Due to the fact that the grievor was not told which line of progression he had been placed into on the day he was hired as a Utility in Raw Materials, the Company offered to allow the grievor his choice of which line he would progress up once there was a full time opening. The Union accepted this as resolution to the grievance.**

**Case #06-88 Contracting Out Committee** July 24<sup>th</sup>, 2006 – Failure to Notify – Zanron Shaft Joy 1-35317-L ( PO# 2010605960 ). **The Company stated that this particular item has never been done machined by our crews; based on that information the Union withdrew the grievance without prejudice and precedence.**

## ***Government has obligation to workers and communities in foreign takeovers, CAW President***

**(Toronto/ Montreal)** - The proposed takeover of Canada's industry-leading aluminum company Alcan by UK-based Rio Tinto raises serious concerns about the government's role in the foreign acquisition of Canadian firms.

CAW President Buzz Hargrove demanded that the federal government meet its obligation to

Canadian citizens and dependent communities in the case of foreign takeovers.

"The Harper government is presiding over the largest ever foreign takeover on Canadian soil, said Hargrove. "So far, it has failed to ensure that workers jobs will be protected and investment of Canadian tax dollars will not leave our country. Workers and their communities must not be made to pay for government inaction on this matter."

According to Hargrove, the government must conduct a thorough impact review of the proposed takeover before it occurs and obtain binding commitments for post-takeover or merger operations that protect workers.

These must include:

- Minimum employment levels, workforce training and long-term transition measures

- Reinvestment in Canadian operations, including the development of secondary processing and value-added manufacturing operations

- Federal and regional policies that support the purchase of Canadian-made inputs, supplies and services

"Our government must ensure that Canadian resources are used for creating and sustaining Canadian jobs," said Hargrove.

Government actions up until now, including the Competition Policy Review Panel, launched last week by Ministers Flaherty and Bernier, do not address protection of workers jobs and dependent communities, according to Hargrove.

"The Canadian government cannot sit idly by, blindly approving any and all foreign takeovers that may come its way, regardless of the consequences for Canadians," said Hargrove.

Speaking on behalf of workers in Alcan's Quebec operations, CAW Quebec Director Luc Desnoyers expressed serious concerns for the workers job security. "In this kind of transaction, our jobs, our natural resources and our investments that have already been announced must be protected," said Desnoyers.

While Alcan has assured the CAW that the proposed acquisition will not derail investment plans in Quebec and British Columbia or move head office functions from Montreal, the government must secure binding commitments, according to Hargrove.

The CAW represents 5,000 at Alcan's operations in Quebec and British Columbia.

A little Consideration, a little Thought for Others, makes all the difference.

**Winnie the Pooh**

## Analysis:

## ***Supreme Court reverses direction, extends Charter protection to collective bargaining***

(Copied from [www.lancasterhouse.com](http://www.lancasterhouse.com). Editor.)

(Following this article is a briefer summary and editorial comment from CALM, starting on page 26. Editor.)

As reported on Friday [July 27, 2007], the Supreme Court reversed 20 years of its own jurisprudence by ruling (6-1) that the guarantee of freedom of association in section 2(d) of the *Charter* of Rights protects the right of Canadian workers to bargain collectively.

As a result, the Court declared several provisions of B.C.'s *Health and Social Services Delivery Improvement Act* (Bill 29) to be unconstitutional, although it suspended its declaration for a period of 12 months to allow the B.C. government to address the repercussions of its decision. Enacted by the Liberal government of Premier Gordon Campbell in 2002, the legislation purported to override collective agreement protections for health care workers in areas such as contracting out, and layoff and bumping rights. Following passage of the legislation, thousands of non-clinical support staff were laid off from B.C. hospitals, and paid substantially less by service providers to perform the same services at the hospitals from which they had been laid off.

In a 90-page judgment, authored by Chief Justice Beverley McLachlin and Justice Louis Lebel, the Court breathed new life into section 2(d) of the *Charter*, explicitly repudiating the restrictive interpretation given to it in 1987, when it was defined by the Court in the so-called "labour trilogy" of cases to mean only the right to join a union, but not to engage in union activities.

Reaction has been swift. "This is a huge victory for both health care and health care workers," said Hospital Employees' Union President Judy Darcy. "This has taken 25 years for us to finally get the courts to be this precise and this definite," declared Ken Georgetti, head of the Canadian Labour Congress. "This will help us and help workers in Canada in significant ways." Union lawyers, too, were ecstatic. "This is huge; this is unbelievable," said B.C. lawyer Joseph Arvay, who represented a coalition of unions and individuals affected by the decision. "I'm too excited to talk like a normal human being. This is going to change the landscape for

collective bargaining for every union across the country." Added Steven Barrett, a lawyer for the Canadian Labour Congress: "We have seen 20 years of governments running roughshod over collective bargaining rights. The Court has recognized that, without constitutional protection, governments are simply going to disrespect collective agreements."

However, Professor Ken Thornicroft of the University of Victoria Business School pointed out that not all provisions challenged by the unions had been struck down, and questioned whether the ruling would be interpreted as broadly as union leaders are predicting. B.C. Health Minister George Abbott indicated that his government was taken aback by the ruling, but stated: "There needs to be a reassessment of where we are positioned after this judgment, there's no question about that. This judgment is not appealable, hence we need to sort out how it is that we will reconcile public policy with the judgment that's been rendered by the Supreme Court." George Heyman, head of the B.C. Government and Service Employees' Union, said it will be very hard to undo the damage, but his union will be seeking compensation for the workers affected. "This is a day to celebrate, but there's a lot of work ahead," he said.

The implications of the Supreme Court's ruling are indeed far-reaching, and issues decided prior to the *Health Services* case will undoubtedly undergo re-examination. Such issues may include exclusion of the RCMP from collective bargaining rights, and restriction of the collective bargaining rights of agricultural workers. In future, challenges may well be brought to back-to-work legislation, wage control statutes, and acts limiting the arbitration process.

A summary of the decision follows, together with a link to the full text of the Court's reasons.

### ***SUMMARY OF THE SUPREME COURT'S REASONS IN THE HEALTH SERVICES CASE (JUNE 8, 2007) - PREPARED BY LANCASTER HOUSE***

#### **I. The Four Propositions**

Boldly declaring its conclusion that "section 2(d) of the *Charter* protects the capacity of members of labour unions to engage, in association, in collective bargaining on fundamental workplace issues," the Supreme Court cites four propositions to support its view:

(1) "First, a review of the section 2(d) jurisprudence of this Court reveals that the reasons evoked in the past for holding that the guarantee of

freedom of association does not extend to collective bargaining can no longer stand.”

(2) “Second, an interpretation of section 2(d) that precludes collective bargaining from its ambit is inconsistent with Canada’s historic recognition of the importance of collective bargaining to freedom of association.”

(3) “Third, collective bargaining is an integral component of freedom of association in international law, which may inform the interpretation of *Charter* guarantees.”

(4) “Finally, interpreting section 2(d) as including a right to collective bargaining is consistent with, and indeed, promotes, other *Charter* rights, freedoms and values.”

These four propositions are explained by the Court at greater length, as follows:

(1) 1987 ruling in the labour trilogy cannot stand. The grounds advanced in the “labour trilogy” of cases, decided by the Supreme Court in 1987, “do not withstand principled scrutiny and should be rejected,” the Court stated. The Court gives five reasons, as follows: (a) contrary to the trilogy, the rights to strike and bargain are not modern rights created by legislation; they are fundamental rights which go back hundreds of years, and “[t]here is nothing in the statutory entrenchment of collective bargaining that detracts from its fundamental nature”; (b) while judicial deference to government regulation of labour relations may be appropriate, “to declare a judicial ‘no go’ zone for an entire right on the ground that it may involve the courts in policy matters is to push deference too far”; (c) freedom of association does not permit only those activities performable by an individual, since “some collective activities may, by their very nature, be incapable of being performed by an individual”; (d) while section 2(d) was not intended to protect the “objects” or goals of an association, “‘collective bargaining’ as a procedure has always been distinguishable from its final outcomes”; (e) the “labour trilogy” took a “decontextualized approach” to freedom of association, overlooking “the importance of collective bargaining ... to the exercise of freedom of association in labour relations.”

In the Court’s view, its *Dunmore* decision, which in 2001 struck down the exclusion of agricultural workers from labour relations legislation, had opened the door to a reassessment of the “labour trilogy”. *Dunmore* made it clear that a prohibition aimed at a collective, not just an individual, could raise associational concerns, that a more contextual analysis was required, and that access to a statutory régime may be called for where otherwise the freedom to associate would be next to impossible to exercise.

(2) Collective bargaining falls within the scope of section 2(d) of the *Charter*. Reviewing Canadian labour history at length, the Court concluded that “[a]ssociation for purposes of collective bargaining has long been recognized as a fundamental Canadian right which predated the *Charter*. While, at least until 1872, Canadian laws, based on repressive British common law and legislation, “cast shadows on the legitimacy of trade unions”, the period from 1872 until the 1930’s could be characterized as one of tolerance by governments of trade union activities, the positive recognition of trade unions became firmly entrenched in Canada with the passage in 1943 of P.C. 1003 (the *War-time Labour Relations Regulations*), which (building on the U.S. *Wagner Act* of 1935) required employers to bargain with the duly elected representatives of trade unions. Indeed, the Court noted, collective bargaining “emerges historically as the most significant collective activity through which freedom of association is expressed in the labour context.” In the early 1980’s, during Parliamentary hearings preceding adoption of the *Charter*, the government explained that it was not necessary to include collective bargaining in section 2(d) of the *Charter* because “that is already covered in the freedom of association that is already provided ...” Thus, the Court stated, “[t]he protection enshrined in section 2(d) of the *Charter* may properly be seen as the culmination of a historical movement toward the recognition of a procedural right to collective bargaining.”

(3) International law supports collective bargaining as a component of freedom of association. Considerable weight was placed by the Court on international law, especially international treaties which Canada has signed, that protect collective bargaining as part of freedom of association. As the Court observed, “the *Charter* should be presumed to provide at least as great a level of protection as is found in the international human rights documents that Canada has ratified.” Besides the UN Covenants on Economic, Social and Cultural Rights and on Civil and Political Rights, the Court singled out Convention No. 87 of the International Labour Organization, which has been interpreted by the ILO to mean that (i) the right to collective bargaining is a fundamental right, which includes a good faith obligation to recognize unions, engage in genuine and constructive negotiations, and respect commitments entered into; and (ii) collective bargaining is a voluntary process, that should be free of interventions by government, save in exceptional situations, following consultations with the unions involved.

(4) Inclusion of collective bargaining in section 2(d) is supported by *Charter* values. According to the

Court, protection of the collective bargaining process under section 2(d) is supported by *Charter* values, such as “human dignity, equality, liberty, respect for the autonomy of the person, and the enhancement of democracy ...” The right to bargain collectively gives workers “the opportunity to influence the establishment of workplace rules and thereby gain some control over a major aspect of their lives, namely their work.” Again, “[c]ollective bargaining permits workers to achieve a form of workplace democracy and to ensure the rule of law in the workplace.”

## II. Scope of section 2(d): What does the right to collective bargaining entail?

Noting that the *Charter* is designed to protect individuals against state action, including legislation, the Court held that the constitutional right to collective bargaining “concerns the protection of the ability of workers to engage in associational activities, and their capacity to act in common to reach shared goals related to workplace issues and terms of employment.” It guarantees “the process through which these goals are pursued. It means that employees have the right to unite, to present demands to ... sector employers collectively and to engage in discussions in an attempt to achieve workplace-related goals. Section 2(d) imposes corresponding duties on government employers to agree to meet and discuss with them. It also puts constraints on the exercise of legislative powers in respect of the right to collective bargaining.”

In short, “the state must not substantially interfere with the ability of a union to exert meaningful influence over working conditions through a process of collective bargaining conducted in accordance with the duty to bargain in good faith. Thus, the employees’ right to collective bargaining imposes corresponding duties on the employer. It requires both employer and employees to meet and to bargain in good faith, in the pursuit of a common goal of peaceful and productive accommodation.”

However, there are limitations. The interference must be “substantial”, and the right is to a “process”, and “does not guarantee a certain substantive or economic outcome.” Moreover, “the right is to a general process of collective bargaining, not to a particular model of labour relations, nor to a specific bargaining method.”

To constitute substantial interference with freedom of association, “the intent or effect must seriously undercut or undermine the activity of workers joining together to pursue the common goals of negotiating workplace conditions and terms of

employment with their employer that we call collective bargaining. Laws or actions that can be characterized as ‘union breaking’ clearly meet this requirement. But less dramatic interference with the collective process may also suffice. In *Dunmore*, denying the union access to the labour laws of Ontario designed to support and give a voice to unions was enough. Acts of bad faith, or unilateral nullification of negotiated terms, without any process of meaningful discussion and consultation, may also significantly undermine the process of collective bargaining. The inquiry in every case is contextual and fact-specific. The question in every case is whether the process of voluntary, good faith collective bargaining between employees and the employer has been, or is likely to be, significantly and adversely impacted.

Substantial interference, the Court ruled, is to be assessed on two bases: (1) “the importance of the matter affected to the process of collective bargaining”, and (2) “the manner in which the measure impacts on the collective right to good faith negotiation and consultation.” Both are essential. Thus, “[i]f ... the changes substantially touch on collective bargaining, they will still not violate section 2(d) if they preserve the process of consultation and good faith negotiation.”

With respect to the importance of the matter, the Court observed, “[t]he more important the matter, the more likely that there is substantial interference with the section 2(d) right.” The Court gave examples: “Laws or state actions that prevent or deny meaningful discussion and consultation about working conditions between employees and their employer may substantially interfere with the activity of collective bargaining, as may laws that unilaterally nullify significant negotiated terms in existing collective agreements. By contrast, measures affecting less important matters such as the design of uniform, the lay out and organization of cafeterias, or the location or availability of parking lots, may be far less likely to constitute significant interference with the section 2(d) right of freedom of association.”

At the heart of collective bargaining, the Court noted, is the duty to negotiate in good faith. While this duty is “essentially procedural” and “does not dictate the content of any particular agreement achieved through collective bargaining,” the parties must engage in “meaningful dialogue” and “make a reasonable effort to arrive at an acceptable contract.” In effect, under section 2(d) of the *Charter*, “there subsists a requirement that [legislative] provisions ... preserve the process of good faith consultation fundamental to collective bargaining. That is the bottom line.”

### III. Application of principles to this case

Applying the foregoing principles to the case before it, the Court concluded that parts of the *Health and Social Services Delivery Improvement Act* (Bill 29) interfered with collective bargaining. In this connection, the Court emphasized that the right to collective bargaining “cannot be reduced to a mere right to make representations.” The process of consultation and discussion must be meaningful; if matters cannot be adopted as part of a valid collective agreement, the process of collective bargaining becomes meaningless.

Certain provisions of Bill 29 were deemed not to substantially interfere with collective bargaining. Thus, sections 4 and 5, which dealt with “relatively minor modifications to in-place schemes” for the transfer and reassignment of employees, were considered not to be objectionable, since the central aspects of these provisions were preserved by the *Health Sector Labour Adjustment Regulations*. Again, sections 7 and 8, which abolished a program and agency giving health sector employees a year of training, assistance and financial support, were regarded as not offensive, since they were not the products of collective bargaining, but of legislation. The same was true for sections 6(3), 6(5) and 6(6), which dealt with the status of employees and the recognition of successor rights, since they simply modified protections available under the *Labour Relations Code*, and did not deal with entitlements of employees based on collective bargaining.

However, sections 6(2) and 6(4), which gave employers increased power to contract out non-clinical services, by invalidating provisions in collective agreements, including provision requiring consultation, and forbade the incorporation of such provisions in future collective agreements, constituted a substantial interference with section 2(d). So, too, did section 9, which, albeit temporarily, invalidated contractual provisions protecting employees on layoff and bumping. In the Court’s view, these provisions “dealt with matters central to the freedom of association”, they affected employees’ capacity to obtain secure employment and gain employment security, and impacted on seniority, “a protection of significant importance to the union.” Moreover, “the measures adopted by the government constitute a virtual denial of the section 2(d) right to a process of good faith bargaining and consultation.”

### IV. Was the interference with collective bargaining justified as a reasonable limit to *Charter* rights, by virtue of section 1 of the *Charter*?

Section 1 of the *Charter* permits “such reasonable limits prescribed by law as can be demonstrably justified in a free and democratic society.” In this regard, the Court held that, while the sustainability of the health care system was a pressing and substantial objective of the B.C. government, and there was a rational connection between this objective and the legislative means chosen by the government, the B.C. legislation did not satisfy the requirement that it “minimally impair” the *Charter* right.

The Court stated: “The record discloses no consideration by the government of whether it could reach its goal by less intrusive measures, and virtually no consultation with unions on the matter ... This was an important and significant piece of labour legislation. It had the potential to affect the rights of employees dramatically and unusually. Yet it was adopted with full knowledge that the unions were strongly opposed to many of the provisions, and without consideration of alternative ways to achieve the government objective, and without explanation of the government’s choices.”

### V. No violation of equality rights

The Court concluded that Bill 29 did not violate the guarantee of equality rights in section 15 of the *Charter*, since it did not target women as such. The Court stated: “The differential and adverse effects of the legislation on some groups of workers relate essentially to the type of work they do, and not to the persons they are.”

## *A supreme decision: Collective bargaining as a constitutional right*

by Elaine Bernard/Our Times/CALM

It’s not often that labour celebrates a decision by the courts, but a June ruling by the Supreme Court of Canada, in a case involving health care unions and the British Columbia government, is a notable exception.

Proclaiming collective bargaining as a “constitutional right” supported by the *Charter* of Rights and Freedoms, the Supreme Court has rendered a landmark decision.

The decision is 135 pages, but is well worth the read for its analysis and review of the history of the Court’s thinking on freedom of association and collective bargaining. In an important reversal, the



Justices declared that earlier court decisions refusing to recognize freedom of association as including the right to bargain collectively “do not withstand principled scrutiny and should be rejected.”

This sudden recognition by Canada’s highest court of collective bargaining as a fundamental right may breathe new life into ailing labour rights in Canada. As well, it may put provinces and the federal government, always quick to introduce legislation limiting and undermining collective bargaining rights of workers, on notice that the Court has a new-found appreciation of the role of collective bargaining in promoting the core values of “human dignity, equality, liberty, respect for the autonomy of the person and the enhancement of democracy.”

This case arose out of a January 2002 attack by B.C.’s Liberal government on the rights of unionized health care workers. The government gutted health care workers’ collective agreements and placed limits on the unions’ future ability to re-establish rights lost through the unilateral government action.

The Court’s decision is a much delayed victory that sends health care workers and their union back to the bargaining table. The Court has suspended of its decision for one year “to allow the government to address the repercussions of this decision,” but it has done nothing to redress the tremendous loss experienced by B.C. health care workers. With about 8,000 workers having been fired so far, and thousands more having had their wages and benefits slashed bargaining promises to be very contentious. And the Court reminds us that collective bargaining is “a limited right,” a “right to a process” and not a guarantee of “a certain substantive or economic outcome.”

In recognizing collective bargaining “as the most significant collective activity through which freedom of association is expressed in the labour context,” the Court reversed 20 years of Supreme Court decisions. The Justices argued that workers coming together to negotiate their terms and conditions of employment has a long history in Canadian labour relations. Quoting numerous labour scholars and historians, the decision reviews the long legal battle to establish labour and bargaining rights for workers in Canada. In a ringing endorsement of bargaining expressed in the language of human rights, they conclude that, “the right to bargain collectively with an employer enhances the human dignity, liberty and autonomy of workers by giving them the opportunity to influence the establishment of workplace rules and thereby gain some control over a major aspect of their lives, namely their work.”

Future decisions on labour relations issues may be possible because of the Court’s explicit and detailed rejection of the argument from earlier

*Charter* labour cases that collective bargaining and the right to strike are “modern rights” created by legislation, and not “fundamental freedoms.” In this B.C. case, the Court contends that “long before the present statutory labour regimes were put in place, collective bargaining was recognized as a fundamental aspect of Canadian society.” Legislation did not create collective bargaining, but legislation eventually came to protect bargaining because of its “fundamental importance” to society. One might make the same case for the right to strike.

Unfortunately, this case did not involve the right to strike and so it remains an open question whether the Supreme Court, in a future case, will recognize “the right to strike” as a constitutional right. Like collective bargaining, the right to strike “is consistent with, and indeed, promotes other *Charter* rights, freedoms and values” and therefore deserves to be recognized and protected by the *Charter*.

- Elaine Bernard, a labour educator from Canada, directs the Labor and Worklife Program at Harvard Law School. Our Times is an independent, pro-union Canadian magazine dedicated to promoting worker’s rights and social justice. [www.ourtimes.ca](http://www.ourtimes.ca)

## ***Bottled Water Boondoggle***

**From the office of the Mayor of the city and county of San Francisco, Gavin Newsom.**

### **Executive Directive 07-07**

#### **Permanent Phase-Out of Bottled Water Purchases by San Francisco and County Government June 21, 2007**

San Francisco is proud of its historic role as an urban leader in environmental protection. For decades, our local government has provided environmental stewardship of the surrounding region’s water delivery system. This water delivery system consistently provides among the purest, safest drinking water in the nation from spring snowmelt stored in the Hetch Hetchy Reservoir and flowing down the Tuolumne River.

Over the last decade, San Franciscans have responded to marketing campaigns to purchase bottled water and record amounts of bottled water have been purchased by San Francisco consumers and local government at the expense of the environment. Such marketing has suggested that bottled water is safer than better-regulated, pristine tap water delivered by San Francisco government to

its residents. As the city advances its Local Climate Action Plan to combat global warming, it is paramount that we initiate policies that limit the most significant contributors to climate change.

The rise of the bottled water industry is well documented and visible throughout San Francisco and the entire world. The global consumption of bottled water was measured at 41 billion gallons in 2004, up 57 percent from the previous five years. This consumption increase occurred despite the fact that bottled water often costs 240 to 10,000 times more than tap water. In San Francisco, for the price of one gallon of bottled water, local residents can purchase 1000 gallons of tap water.

Data suggests that the environmental impact of the bottled water industry has been profound. According to the Container Recycling Institute, supplying the plastic water bottles that American consumers purchase in one year requires more than 47 million gallons of oil, the equivalent of one billion pounds of carbon dioxide that is released into the atmosphere. More than one billion plastic water bottles end up in California's landfills each year, taking 1000 years to biodegrade and leaking toxic additives such as phthalates into the groundwater. Additionally, water diverted from local aquifers for the bottled water industry can strain surrounding ecosystems. Furthermore, transporting bottled water by boat, truck and train involves burning massive quantities of fossil fuels. All of this waste and pollution is generated by a product that by objective standards is often inferior to the quality of San Francisco's pristine tap water.

By virtue of the power and authority vested in me by Section 3.100 of the San Francisco Charter to provide administration and oversight of all departments and governmental units in the Executive Branch of the City and County of San Francisco, I hereby issue this Executive Directive to become effective immediately:

- Beginning July 1, 2007, there will be a prohibition from any city department or agency purchasing single serving bottles of water using city funds, unless an employee contract specifies usage. This prohibition will apply to city contractors and city funded and/or sponsored events. There will be no waivers from this prohibition.
- By September 30, 2007, all city departments and agencies occupying either city or rental properties will have completed an audit to determine the viability of switching from bottled water dispensers to bottle-less water dispensers that utilize Hetch Hetchy supplied water. City departments will work with the San Francisco Public Utilities Commission (SFPUC), Department of Real Estate (DRE) and the City

Purchaser to conduct the audit. Staff from the SFPUC will contact you shortly to begin the audit for your department.

- By December 1, 2007 all city departments and agencies occupying either city or rental properties will have installed bottle-less water dispensers that utilize Hetch Hetchy supplied water. Waivers will only be granted by the SFPUC based on legitimate engineering, health and fiscal concerns.

For questions concerning this Executive Directive and its implementation, please contact Laura Spanjian, Deputy General Manager of the San Francisco Public Utilities (415-554-1540, LSpanjian@sfgwater.org)

## *Subject: George Bush*

George Bush goes to a primary school to talk to the kids to get a little PR.

After his talk he offers question time.

One little boy puts up his hand and George asks him his name.

"Stanley," responds the little boy.

"And what is your question, Stanley?"

"I have 4 questions:

First, why did the USA invade Iraq without the support of the UN?

Second, why are you President when Al Gore got more votes?

Third, whatever happened to Osama Bin Laden?"

Fourth, why are we so worried about gay-marriage when 1/2 of all Americans don't have health insurance?

Just then, the bell rings for recess.

George Bush informs the kiddies that they will continue after recess. When they resume George says, "OK, where were we? Oh, that's right, Question time. Who has a question?"

Another little boy puts up his hand.

George points him out and asks him his name.

"Little Johnnie" he responds.

And what is your question, Little Johnnie?"

"Actually Sir, I have 6 questions:

First, why did the USA invade Iraq without the support of the UN?

Second, why are you President when Al Gore got more votes?

Third, whatever happened to Osama Bin Laden?

Fourth, why are we so worried about gay marriage when 1/2 of all

Americans don't have health insurance?

Fifth, why did the recess bell go off 20 minutes early?

And sixth, what the f--k happened to Stanley?"

## Charles Schultz Philosophy



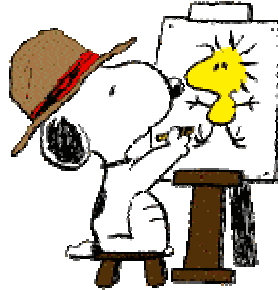
The following is the philosophy of Charles Schultz, the creator of the "Peanuts" comic strip. You don't have to actually answer the questions. Just read the e-mail straight through, and you'll get the point.

1. Name the five wealthiest people in the world.
2. Name the last five Heisman trophy winners.
3. Name the last five winners of the Miss America.
4. Name ten people who have won the Nobel or Pulitzer Prize.
5. Name the last half dozen Academy Award winner for best actor and actress.
6. Name the last decade's worth of World Series winners.



How did you do?

**The point is, none of us remember the headliners of yesterday. These are no second-rate achievers. They are the best in their fields. But the applause dies. Awards tarnish. Achievements are forgotten. Accolades and certificates are buried with their owners .**



**Here's another quiz. See how you do on this one:**

- 1. List a few teachers who aided your journey through school.**
- 2. Name three friends who have helped you through a difficult time.**
- 3. Name five people who have taught you something worthwhile.**
- 4. Think of a few people who have made you feel appreciated and special.**
- 5. Think of five people you enjoy spending time with .**



**Easier?**

**The lesson: The people who make a difference in your life are not the ones with the most credentials, the most money, or the most awards. They are the ones that care.**

**Pass this on to those people who have made a difference in your life.  
"Don't worry about the world coming to an end today. It's already tomorrow in Australia " (Charles Schultz)**

## Welcome to New Members

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

<u>Member</u>	<u>Department</u>	<u>Initiated</u>
Colin Taylor	Steam Plant	----
Stephen Stone	Electrical	----
Teresa L. Nyce	First Aid/Stores	----
Scott MacGregor	Terminal Warehouse	----
Steven Boudreau	Pulpmill	----
Dean Campbell	Electrical	----
Deanna Smith	Traffic	----
Lesil Coverdale	Raw Materials	----
Craig Karwandy	Raw Materials	Yes
Jeremy Striker	Pulpmill	----
Kurt Muller	Pulpmill	----
Jamie Harker	Steam Plant	----
Fred Hill	Maintenance	----
Mike Mailloux	Maintenance	----

**The next General Membership Meeting is at 4:30 pm, Wednesday, September 10, 2007 at the Union Hall, 623 Enterprise Avenue. General Membership Meetings are held on the second Wednesday of every month, except July and August, unless otherwise notified.**

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

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

The above benefits are explained in our bylaws; an updated version of our bylaws can be found online at our web page – <http://www.cep298.com/>.

## Notice

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

## Employee and Family Assistance Program - EFAP

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

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

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

If you want advice about these services you can contact them directly or talk to one of our **EFAP** union representatives: Gary Ewanski, Mary Murphy, Peter G. King (pipefitter), or Ilona Kenny.

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



Puzzle date: Sunday, September 9, 2007

**ACROSS**

- |                                       |                                   |
|---------------------------------------|-----------------------------------|
| 1) Chancel wear                       | 42) Arty town in New Mexico       |
| 5) Entreat                            | 43) Somewhat wet                  |
| 9) Like some children's books         | 44) Cooking amts.                 |
| 14) Cleopatra's love Antony           | 45) Toyota model                  |
| 15) Space attachment                  | 46) Site of the first Olympics    |
| 16) Ouzo flavoring                    | 48) Traffic jam, e.g.             |
| 17) Building support                  | 50) Campus quarters               |
| 18) Bandleader with the City Slickers | 52) Mortgage accounts             |
| 20) Computer menu option              | 56) Jamaican music                |
| 22) Singer Horne                      | 59) Singles                       |
| 23) Tokyo, once                       | 61) Bladed tool                   |
| 24) Con                               | 62) Cosmetics purchase            |
| 26) Gentle, innocent type             | 65) Karmann ____ (old Volkswagen) |
| 28) Frontier craft                    | 66) Warbucks' charge              |
| 30) New Zealand natives               | 67) "NYPD ____"                   |
| 34) One way to send a document        | 68) Trumpeter Alpert              |
| 37) Algonquian speakers               | 69) Fictional rabbit              |
| 39) Carson successor                  | 70) "There ought to be ____"      |
| 40) Vault                             | 71) Wee ones                      |
| 41) Bones partner                     |                                   |

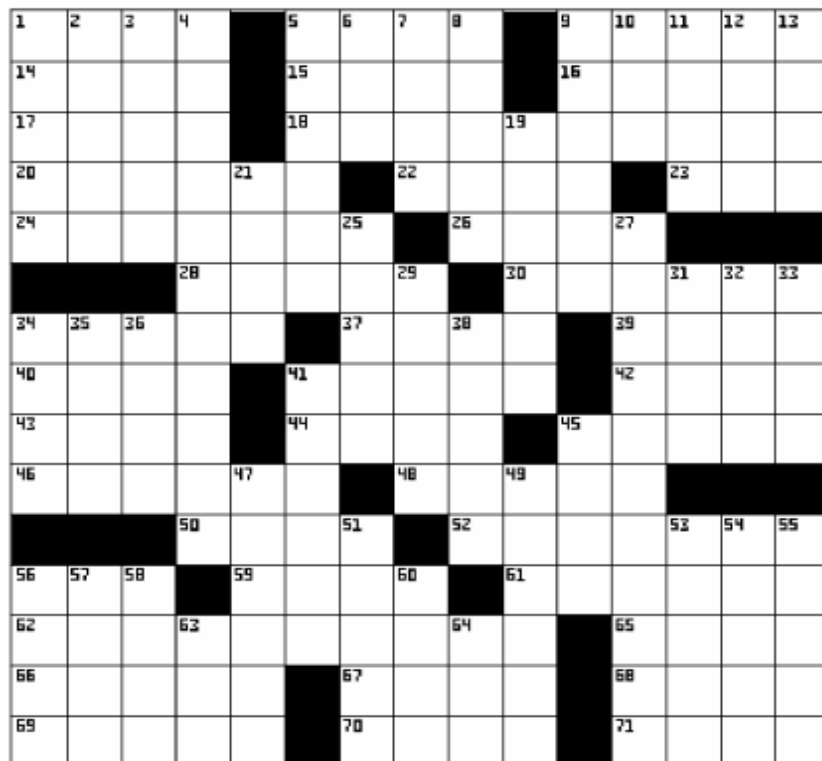
**HELD IN PLACE**

By Oscar Klum

Edited by Timothy Parker

**DOWN**

- |                                    |
|------------------------------------|
| 1) Out of kilter                   |
| 2) Father of Leah and Rachel       |
| 3) "Well done!"                    |
| 4) Like some pop bottles           |
| 5) Bequeath                        |
| 6) Bodybuilder's motion, for short |
| 7) Seed coat                       |
| 8) Rube                            |
| 9) Kind of party                   |
| 10) Lennon's Yoko                  |
| 11) Yearn                          |
| 12) Not brand-new                  |
| 13) 100 centavos                   |
| 19) Wall or tooth covering         |
| 21) "The Iliad" character          |
| 25) Dark beers                     |
| 27) Definitely not slouching       |
| 29) Blow one's top                 |
| 31) Round up crops                 |
| 32) "____ out?" (poker query)      |
| 33) Name in the '98 homerun derby  |
| 34) Super's concern (Abbr.)        |
| 35) Calendar unit                  |
| 36) 1980 Irene Cara film           |
| 38) Madison Avenue cow             |
| 41) Canned heat                    |
| 45) It may precede or follow "as"  |
| 47) Rocker Alice                   |
| 49) Avoid                          |
| 51) Peachy dessert                 |
| 53) Milo in "The Dream Team"       |
| 54) Quite strange                  |
| 55) Rib servings                   |
| 56) Lose it                        |
| 57) Role for Welles                |
| 58) "____ that the truth!"         |
| 60) Framework timber               |
| 63) It isn't true                  |
| 64) Latin possessive               |

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

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**BARGAINING SURVEY**

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

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

**Occupation:**

**Years of Employment:**

**Shift:**

**SUGGESTIONS:**

**Length of next contract:**

**Wage increase:**            %

**Banked overtime:**

**Blue Net Card:**

**10 hour shift proposal:**

**Retiree full Benefits:**

**Negotiating incentives:**

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