



LOCAL 298 NEWSLETTER

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

Issue #7 Volume #10

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Contract Extension

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Executive Officers For 2006

		<u>Tel #</u>	<u>Work Local</u>	<u>Job Title</u>
President	Don Klie	632-1352	2367	Pipefitter
1st Vice President	May Murphy	632-5201	3451 or 2568	First Aid/Stores
2nd Vice President	Paul Wilson	632-5622	3581	Millwright
Financial Secretary	Jonathon Gardiner	638-0088	3513	Steam Plant
Recording Secretary	Dave Burrows	632-5045	3510	Pulpmill
Inside Guard	Dino Stamatakis	632-7199		Shiploader
Outside Guard	Bill McEwan	632-3183		Lagger
Trustees	Dave Andrews 3yr	632-2932		Instrument Mechanic
Trustees	Derek Smith 2yr	639-3022		Millwright
Trustees	Gary Drake 1yr	632-2905		Lubrication Mechanic
Chief Shop Steward	Steve Dudra	632-3850	2375	Tool Crib Attendant

Committees

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

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

Job Evaluation:Kevin Read, Ralph Johnston,
Arnie Carrita

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

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

Pensions:Gary Drake, Don Klie, Gary
Ewanski

Sunshine Committee: Dorothy Birkett

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

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

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

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

Chief Shop Steward	Steve Dudra
Yard & Stores	Ilona Kenny
First Aid/Stores	Len Hansen
Janitorial	
Raw Materials	Mike Holland Arnie Carrita
Steam Plant and Pulp Mill	Richard Crockart Lucky Bhullar Dave Burrows Kevin Read Jim Harrison Cary Manahan Arnie Lepisto
Shiploaders	Dino Stamatakis
Warehouse\Dock	Jason Smith
Maint. Pipefitter	Al Hummel Dan Belleville

Electrical	Rick Wittmann
Inst. Mech.	Pablito Mendoza
Millwrights/Oilers	Gary Drake
Millwrights	Derek Smith Paul Wilson Paul O'Driscoll

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

Newsletter Editor: Don Klie donklie@telus.net

WARNING!!!

THIS NEWSLETTER IS RATED:

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FOR UNION!

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.

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Editor: Don Klie

UNION NEWSLETTERS DON'T WRITE THEMSELVES!

I'M NOTHING WITHOUT INPUT!

ME NEITHER

SEND US YOUR NEWS & VIEWS!

**Deadline for submissions
For January 2007 Newsletter
January 11, 2006**

President's Report

Change At The Top

By Don Klie

I would like to congratulate Mary Murphy on her election for the position of Local 298's President for 2007. Mary has been an Executive member for several years as well as a member of Central Safety, the Re and Re committee, a Wage Delegate and is the current chairperson for the Union's Standing Committee. She is well positioned to take on the responsibilities of President and I look forward to continuing working with her next year.

I would like to thank all of those who supported and voted for me this year. I will be remaining on the Executive for 2007 as 2nd Vice President and look forward to working with Randy Dobson, 1st Vice President for 2007. Randy is making a return to the position he held for most of the 1990's and his experience, enthusiasm and abilities will be of great value.

Other members of next year's executive are: Recording Secretary – Dino Stamatakis; Inside Guard – Dan Belleville; Outside Guard – Bill McEwan; Trustees – Paul Jeffery, 3 year, Dave Andrews, 2 years, Derek Smith, 1 year; Chief Shop Steward – Steve Duda.

Standing Committee members at large will be Dan Belleville and Ilona Kenny.

I would like to thank Paul Wilson for the work he did this year as 2nd Vice President. Paul will continue on the Apprenticeship Committee. I would also like to thank Dave Burrows who filled the position of Recording Secretary and wish him a speedy recovery from his illness and surgery.

Wage Caucus Doom and Gloom

I attended the November 8-9, 2006 CEP Pulp and Paper Wage Caucus meeting. On the agenda were reports from the Wage Caucus task force on the state of the pulp and paper industry, the new Industrial Electrical Apprenticeship, Manulife insurance forms, price trigger bridging trust fund administered by the Union, bargaining in 2008, working past the age of 65, pension trustee election, and a call for suggestions for research projects from the Forest Industry Health Research Program.

The Caucus task force on the state of the pulp and paper industry noted that they had a difficult time coming to grips with just what their mandate was. Going into their meeting they knew that the industry as a whole in Canada is undergoing consolidation and reductions. Many mills have been closed, and many of the mills that remain running are shutting down production lines and reducing their workforce.



Some of the mills have been forced to accept concessions, such as in Port Alice, BC and The Pas, Manitoba as well as in Eastern Canada. The task force members noted that they needed information on what is being negotiated elsewhere in the country, and they requested assistance from the CEP staff reps with collecting other information about the industry and doing analysis on that information.

Much of what was discussed by the task force involved issues around bargaining strategies. It was agreed that the beginning strategy would have to be solidarity among union members and Locals. There was a strong feeling that industry wide bargaining would be pursued in 2008, and that the CEP Wage Caucus would approach the PPWC to see if they were interested in joint negotiations. *(In 2002 the Joint PPWC/CEP Wage Caucus dissolved in a bitter dispute between the parties surrounding the merger the then PPWC Local 10 in Kamloops with the CEP. It will be difficult for the two sides to again come together for negotiations and we can only hope that an agreement can be reached.)* It was also agreed that the task force would be given the mandate to make recommendations on positions for the upcoming negotiations.

Concessionary Demands in Port Alberni

In August of this year Catalyst, the company that owns the pulp and paper mills in Port Alberni, Crofton, Powell River and Elk Falls told the members of CEP Local 592 and 686, employees at the Port Alberni mill, that the Greenwood department was going to be curtailed as of September 30, 2006 along with the layoff of approximately 60 employees.

The company has been dangling a CTMP expansion project and a recent Yellow Book tentative agreement in front of the workers and community of Port Alberni for the past several months. Catalyst has taken the position that the only way this project can be bestowed on the residents of Port Alberni is if the town reduces its municipal taxes and the workers agree to a number of concessions in their collective agreement.

From the city, Catalyst wants a 50% reduction in taxes.

From the workers, the demands are a bit more involved. The company wants a 5-year extension to the current agreement. Examples of the concessions demanded by the company are:

- All paid leave, except floaters, must be pre-scheduled annually in full weeks/tours – i.e.: banked time, including banked statutory holidays, could only be taken in blocks of 40 or 48 hours, depending if you work day shift or tour; eliminate the taking of supplementary vacation a day at a time; eliminate the 8-hour leave of absence when taking a tour of vacation.
- Overtime would be a factor in granting of floaters.
- Eliminate all painters, tinsmiths and carpenters and eliminate the tug boat operation.
- No leave permitted during total mill outages (such as the major maintenance shutdowns).
- Eliminate the 42-hour special leave.
- Change the existing department seniority clause limiting the exercise of departmental seniority.

The Union asked if the company needed to have the savings from the concessions or just the concessions themselves. The value of the concessions demanded by the company was \$1,132,068. After exploring some options offered by the Union, which were considered to be of more value than the company's original proposal, the company responded by saying that the Union had to accept the concessions in order for the deal to work.

It was pointed out to Catalyst that they were the ones who in late 2001 came to the Union requesting to open the contract and negotiate early. The Union would eventually agree to the early contract opening only in return for the company agreeing to a no-concessions agreement. By demanding these concessions they were going against their word.

Price Trigger for Bridging Trust Fund

As noted in a previous edition of the Newsletter, the price trigger for the bridging trust fund has tripped. There have been over 3 trips of the trigger based on the price of newsprint. Eurocan and the Union agreed to have the Company administer the fund. This was based on the information we received

from the Western Region and Pension Plan trust fund consultants who said it would be very expensive and involved to set up an interest bearing trust fund.

Well, turn the page and invoke the "necessity is the mother of invention" saying. At our October Standing Committee meeting here at Eurocan we were given an update on the account the Company had established. They called it a notional account and said there was around \$663,000 in the account. As an aside they mentioned that our sister Local at Cariboo Pulp and Paper had agreed (actually, their company had insisted) that the union take the money and assume all of the responsibility involved with administering the fund.

To their credit Local 1115 readily agreed and went about investigating what they had to do. The Local went to their Credit Union and got advice about how to set up an interest bearing trust fund and hired a payroll company to administer the cheques that have to be paid out. They were able to report to the Wage Caucus that not only is the fund paying for all of its administration costs but it is also earning money.

We were also informed that the pulp price trigger will likely trip for a third time at the end of this year, thus, we will be entitled to additional payments on any further trips.

The newsprint locals already have had their fifth trip. Some of those Locals have decided to take the money and pay it directly to the individual members. Personally, I would prefer that we use the excess money to pay for health and welfare benefits for the retirees; at least until we negotiate that benefit from the Company.

At the time of negotiations it was thought that a little more than three trips of the price trigger would be needed to meet the expected goal of being able to pay the bridging costs for workers who retired between age 60 and 61. It is has now been stated that it would likely take 3.9 trips of the trigger to meet the original intent. This is due to the fact that the workforce has been reduced, and, this is based on what is happening at the Catalyst locals.

Also, originally it was said that this benefit would only apply to those on the payroll at the time of signing, however, there has been some back and forth on this issue. I believe the intent of what was negotiated was that everyone could retire at 60 and be eligible for bridging at 61. Also, once there was money available from the price trigger, employees would receive the bridge benefit between the age of 60 and 61. Those benefits would be available until they were exhausted, and presumably, future negotiations would have to ensure more payments were made into the fund, or again, have the Company take responsibility for paying bridging beginning at 60 (or earlier).

Manulife Insurance Forms

The discussions at the Caucus meeting on Manulife's insurance forms were dealing with the size and information of the Manulife forms. Eurocan no longer has any insurance policies with Manulife, but it was interesting to see that the form in question was 7 pages long!! The forms were not user friendly and even the physicians were having trouble trying to decipher just what was being requested. One thing to note here is that members who were collecting benefits from Manulife prior to West Fraser's change over to Pacific Blue Cross are still collecting their benefits from Manulife.

An issue with the Manulife form is common to all of us who have to have these medical forms filled out; make sure you understand what your doctor is putting on the form and make sure you agree with what is being written. Quite often people don't read the doctor's note before sending it in, let alone at the doctor's office or in the doctor's presence. And, if there are difficulties with the claim based on what the doctor wrote, it's often too late or very hard to overcome just what the doctor has written, even if the note was vague or incorrect.

Remember, you're the one who wants to collect benefits and will be out of pocket if your claim is denied based on the physician's statement. Make sure your doctor understands not only your medical condition but also the situation you face with trying to get medical benefits.

There was also the issue of the authorization statements contained in the form; there were at least four places where the individual was requested to sign off on various authorizations. ***It is important to note here that in order for you to receive benefits from our insurance plan you are not required to sign or agree to any authorization of the unilateral release of information. You are required to supply sufficient information to establish and maintain your claim, but you do not have to give the insurance company the right to get that information without your knowledge or involvement.*** As has been recommended in the past in previous editions of the **Newsletter**, when filling out these insurance forms, if you don't want to grant the insurance carrier permission to unilaterally access information about you, you can cross out any offending language in those statements.

If you need any assistance with selecting the appropriate sections of the authorization statements to blank out, please contact me or anyone of the Standing Committee members.

Apprenticeships

There was a follow-up report regarding the development of the new Industrial Electrician trade/apprenticeship. The implementation of this new trade is set for March 2007.

The new model of apprenticeship training for all apprenticeships was supposed to be based on the Industrial Electrician model. However, the sawmill industry is currently trying to create their own program using the millwright trade as their model. So far that program has not invited other unions to be involved in any discussions with the setting up of the program which could lead to different industries wanting to create different millwright trades/apprenticeships qualifications. The end result could be several different types of millwrights being qualified only for certain industries limiting those individuals to the industry where they got their ticket. That is, a millwright in the mining industry might not be qualified to work in the sawmill industry, pulp and paper, etc. The other concern would be that we would end up with a trade that qualified the individual as a "jack of all trades" as long as they were in the setting in which they received their ticket. A millwright in the sawmill industry might get certification for welding and pipefitting sufficient for that industry but would be quite inadequate in the pulp and paper or energy industries.

The program for the new Industrial Electrician is supposed to involve competency based training, meaning that the current tradesmen would have to upgrade their training to include the "train the trainer" type certification. This would mean that the companies would have to spend quite a bit of money upgrading their tradesmen and setting up and monitoring the program. Personally, I don't see that happening. Companies are all concerned about reducing costs, and it's already difficult enough to get employers to create new apprenticeship openings to replace the existing tradesmen who are nearing retirement. We will have to monitor the situation and ensure that our employer does adopt and follow the new standards.

There are still issues to be worked out regarding the grandfathering of the previous electricians. Obviously, they are still qualified to do the work that their current tickets cover. Also, the compulsory trade designation is no longer in effect which required people doing electrical work to have the required ticket. What is currently being looked at is providing an upgrading course for the current tradesmen and requiring them to write for the new ticket. No decision has been made on whether or not that is what will be required; it is just something that is being considered.

We were also informed that industry employers have formed a voluntary governmental advisory

group, the Industry Training Organization – ITO, much like HITAC – Heavy Industry Training Advisory Committee. At first this committee wasn't going to have any organized labour representatives on the committee. However, that organization has now agreed to include 4 representatives from Labour, and 9 from employers, and has agreed to operate on a consensus basis.

Bargaining in 2008

As noted earlier there were lengthy discussions around the state of the pulp and paper industry and how that would affect negotiations in 2008. The Caucus agreed that we needed to start planning early and decided to send out the 2002 Wage Caucus Rules of Order to Govern Negotiations to all of the locals so that the Rules could be reviewed and suggestions for any needed changes be brought up at the next Caucus meeting.

Anyone wanting a copy of the rules so they can review and offer their suggestions can send their request by email to me at donklic@telus.net.

Working Past the Age of 65

It has long been the Union's position to try to get the retirement age lower, not higher. Going hand and hand with that desire is to provide for pension benefits that adequately provide for the needs of the individual after retirement. So, things like adequate income, inflation protection, medical benefits, etc. are very important to the union and its members.

Over the years various individuals have taken the issue of mandatory retirement to court, and usually they have lost. Several of the CEP locals have been requesting information from the Western Region office regarding this issue.

The Caucus heard from David Porteous of Working Enterprise Insurance Services (WE Insurance was established by Working Enterprises LTD., a multi-union institutional investor) regarding the impact on health and welfare premiums based on having workers in the workplace beyond age 65. It was his opinion that there would be a very significant increase in premium costs due to the escalation of benefit costs.

Not only is our current workforce aging but there have been indications that the pulp and paper industry employers are, or will be hiring individuals in their 60's. Obviously, workers working beyond a certain age have different interests than those that have a longer period of time to work.

Another area of concern touched on by Porteous was the need for unions to negotiate with employers a Joint Agent of Record to help keep us informed of changes being made to our insurance coverages.

We were told that while it is important to keep the employer's name on the policy contract with the insurance provider, so as to ensure the employer remains liable for the benefits covered in the collective agreement, it is also important for the union to be kept aware of any changes to the policy that might negatively affect our coverage and benefits.

We were told that the insurance industry standard now is to sign new contracts with policy holders every year. The Agent, who would be responsible to the union, would receive notice of any such changes and be in a better position to protect our interests.

The insurance companies' interest lay in making money and that usually means finding ways to deny benefits. Our employers' interests lay in trying to reduce costs. Our interests lay in receiving the benefits we negotiated, and that is what the Agent would be looking to do.

An example of just how a small change could affect an individual was the case of a worker who stepped on a nail, and eventually, because of infection, the foot was amputated. Normally, the insurance would have covered the amputation and provided an extra benefit to cover that loss. However, because of a small change in the wording in the policy contract the individual was denied the claim. The small change in the contract was "***unless caused by infection***".

I would like to thank the membership for sending me to the Wage Caucus meeting. I believe that it is very important to continue to fully participate in the activities available through the CEP. Our input is important to our members and to the other Locals. The information we get will better prepare us for the challenges ahead. And as the Caucus acknowledged, the strategy for the upcoming negotiations will start with solidarity.

Pacific Blue Cross

A few weeks back representatives from Pacific Blue Cross – PBC, came to Eurocan to address some concerns regarding the poor service we were experiencing with them. I'm sure PBC didn't see the meeting as such, but from the complaints I was getting about the problems people were having with their benefits, that's the way I saw the meeting.

Most of the problems stemmed from the fact the West Fraser had, at the beginning of the year, contracted all of their insurance needs to PBC. West Fraser has divisions in Alberta and British Columbia, thus our insurance coverage had to be transferred from the regional/provincial division of the carrier to the national division. PBC has regional divisions in every province plus the national division for cross

border coverage. Apparently, the information contained on the regional division's computer doesn't communicate with the national's computer programs. Plus, while the regional division had tailored its coverage to the coverage outlined in the collective agreement, the national division tried to tailor our coverage to their policy, which was significantly different.

Knowing this made it easier to understand where the problems lay.

Can You Hear Me!???

However, there were still issues with service response when calling the carrier on the phone. Weeks prior to PBC's visit saw people waiting several minutes on hold on the phone before getting a service agent, and/or often people were being cut off after several minutes on hold. Just prior to coming to Kitimat, Pacific Blue Cross added more ports to their telephone service and Heather Wuensche was able to attest to the fact that she had been testing and timing the service to see how long it took her to get a service representative; she was able to report that her most recent wait time was under a minute.

Can You See Me!???

Another issue with PBC was the way the national division was determining the 2-year period for vision care benefits. The Labour Agreement allows for an individual to receive up to \$350 of benefit for vision care products every 2 years. The anniversary date for the benefits was established at the first of the month of the first application for vision care benefits. The national division's policy was to reset the anniversary date so that you would receive \$350 of benefit with the clock starting with your first claim. If you didn't put in another claim for 3 years, the anniversary date would be changed to 2 years from that date. Under our old policy a person would have been able to collect 3 times \$350 in a 5-year period. However, under PBC's national policy and in the example above, you would only have received 2 times \$350.

Supposedly the issue has been resolved, but, I am currently trying to get a member's claim/anniversary date issue straightened out. If anyone has any problems with this issue or would like more clarification, please contact me or one of the Standing Committee representatives.

I Need My Drugs!!!

Another problem that occurred with the move to PBC's national division was the fact that they weren't

able to confirm the Fair PharmaCare status of individual members. The regional division was able to access this information when British Columbian government first established Fair PharmaCare. At that time everyone was encouraged to register with the government for coverage. The regional PBC division was able to get the information because the privacy laws of the time did not prevent it; that has all changed. However, the computers of the two divisions of PBC can't seem to understand one another so individuals will have to send that information into PBC at the appropriate time.

For your information, our Extended Health Care Plan reimburses individuals up to 80% of their first \$1000 of drug costs incurred. After \$1000 has been reached, the individual is entitled to 100% reimbursement of drug costs. However, when the individual's total costs go over \$1750, Fair PharmaCare kicks in and the government plan reimburses the whole amount.

Thus, what PBC has done is, in the words of their representative; "*Fair PharmaCare registration after Jan 2006:*

Active members will receive a letter if they reach \$1000 of paid Pharmacare eligible claims within a calendar year. The letter will ask these members to register with Fair Pharmacare and inform PBC of their registration. If PBC is not informed of their registration, a second letter will be sent when the member reaches \$1750 of paid claims. At this point, PBC will not pay for any additional Pharmacare eligible claims until the member has confirmed that they are registered for Fair Pharmacare.

Retiree members also need to register with Fair Pharmacare. The first letter requesting this will be sent once the member has reached \$500 of paid Pharmacare eligible claims within the calendar year. The second letter will be sent when they reach \$850 of paid Pharmacare claims. Once this second letter has been sent, no additional Pharmacare eligible claims will be paid until the member confirms with PBC that they have registered with Pharmacare.

Members can advise PBC of their Pharmacare registration by:

1) Calling PBC to confirm that they have registered with Fair Pharmacare and providing their Pharmacare authorization number or their Care Card number;

2) Responding to one of the letters they are sent and including the requested information; or

3) Printing their Pharmacare registration from the Fair Pharmacare website and sending it into PBC."

As noted above, one of the methods that PBC has outlined for letting them know that you are registered is to call them direct. I tried emailing them the information and was politely told they would do it for me but would rather people wait until PBC contacted them when their drug costs reach \$1000.

Again, if you have any problems please contact me or any of the Standing Committee members.

CEP Convention in Vancouver, Temporary Dues to Increase

Every 2 years the CEP holds its constitutional convention. This is a time for all of the CEP's Locals to select and send their delegates to the meeting of the national body to set direction for the union, amend the constitution and to vote in a new National Executive.

This year Dave Coles was acclaimed as President. The Western Region Vice President is Don MacNeil, who hails from the energy sector in Alberta and was the past Administrative Vice President for the West, Don Boucher and Wendy Sol are the Administrative Vice Presidents (Boucher is from the pulp and paper sector out of Hinton, Alberta, and was a special assistant to Brian Payne for the past few years; part of his new duties will be to head the Western Region Pulp and Paper Wage Caucus). Western Region members at large on the National Executive are Angela Adams, Local, Scott Doherty, Local 1123, Wally Ewanicke, Local 855, and Donna Fauchoux, Local 2-S.

Delegates at the convention this year again voted to raise our dues as it applies to the special strike defense fund. What it means to us is that our dues paid to the national will be increased 25% of our hourly wage (to 2 hours card rate) when the strike fund drops below \$15 million (previously it was \$10 million). When the fund reaches \$25 million (previously it was \$20 million) the dues will drop back to 1½ hours card rate. Since we are currently paying the premium rate, because of the strike fund trigger, our dues to the national will increase from the current 1¾ hours card rate to 2 hours card starting January 1, 2007.

Of concern to rank and file members, especially those contemplating going on strike, earlier this year the National Executive changed its policy with regard to lending striking Locals money out of the strike fund to cover their health and welfare benefits. This action was taken because the National board believed the strike defense fund was not generating enough money to fund the policy and still provide strike pay to those on strike. This policy was not changed back during the convention. It will certainly make it more difficult on striking members and will be something that our Local should begin to prepare for.

The cost of our welfare benefit premiums during the 2003 strike was around \$675,000. That amount of money would have been very difficult for us to have covered. As it is we are still paying \$36 per

member per month back to the National to cover that loan.

Wal-Mart routed in Germany The Guild Reporter/CWA/CALM

Wal-Mart is learning that U.S. retailing practices don't always translate well.

Two months after throwing in the towel in South Korea, Wal-Mart beat a similar retreat in Germany, where it sold its 85 stores to the country's largest retailer at a \$1-billion loss.

In addition to failing to turn a profit, Wal-Mart was constantly battling German unions over its labour practices.

Ironically, even as Wal-Mart was pulling out of Germany, it agreed to recognize the first trade union at one of its 60 stores in China, following a two-year campaign by the All China Federation of Trade Unions.

Widows unveil commemorative painting OFL/CALM

Widows from Sarnia, Ontario travelled to Toronto in September to join the Ontario Federation of Labour for the unveiling of a painting called "The Long Journey."

The widows, aged up to 86 years, are part of the Victims of Chemical Valley, a non-profit organization fighting for justice and change in compensation for occupational disease.

The widows, in many cases, have been waiting for decades for claims to be settled by the Workplace Safety and Insurance Board. "The occupational disease disaster in Sarnia has now become a travesty of justice for these widows," OFL president Wayne Samuelson said. "After waiting years for these claims to be processed there is still no resolution or closure for the survivors and their families."

The artist, Barbara Millitt, chairs the victims' organization. The painting symbolizes the tragedy, trauma and suffering in the aftermath of the occupational disaster in Sarnia.

The power of workers Internet/CALM

If the workers took a notion they could stop all speeding trains;

Every ship upon the ocean they can tie with mighty chains.

Every wheel in the creation, every mine and every mill;

Fleets and armies of the nation, will at their command stand still.

- Joe Hill (1879-1915), a songwriter, itinerant labourer and union organizer who became famous around the world after a Utah court convicted him of murder.



To CEP Local 298:

Thank you so very much for the beautiful bouquet of flowers. They are a wonderful centerpiece for my dining room table!!

Also for the fruit basket which was much appreciated during the time when i couldn't eat much. It was very delicious.

**Thanks so much
Debbie Lojstrup**

To CEP Local 298:

Thanks so much for the beautiful basket of flowers that you sent when our daughter Megan Stephanie Ronann was born.

**Much Thanks
The Richdales**

JUST A WONDERING

I believe that we all ask this same question over and over again. When we look at WHAT the Company is doing or HOW they do something. We ask, "WHY?" Most of us have answered it the same way I suppose. "The Company has a right to Manage or Miss-manage. Personally, I look at Stores and wonder why they have decided to no longer properly receive stock through Receiving, who then issues it out to other parts of Stores and the Mill. But instead, they have chosen the largest suppliers to directly ship to #1 stores with no confirming what Eurocan is being charged is actually being received. I know that the Supervisor is aware that there are discrepancies and are even charting the ones found on some chart. I have heard that even upper Management is even aware that there are numerous discrepancies, but the practice carries on. Sometimes up to 20 or 30 missing. Just look at our shelves and you see some empty for weeks. When investigated some say we should have lots of this or that, when in fact we don't have any and none are on order

because the computer only regenerates an order when we get down to the minimum. Sure, they can say we've always had discrepancies, but I have never seen it to this extent. We are talking enough discrepancies to pay for another position in stores. Are we really saving money?

Now another thing I wonder "WHY" about is, why do they seem so smitten with Acklands? Acklands before this new practice were our biggest non-conformers. Meaning that they say that they shipped 12 when they only ship??; sometimes under shipping, over shipping, or sending something else in its place. Some years ago they got a contract to supply First Aid supplies to both the Terminal and to the Mill First Aid. They were to come in and place an order after reviewing what we had and didn't have on the shelves. Well, after the first order I took over because they were not ordering enough or they ordered the wrong stock or they just tried to replace with a cheaper brand that ultimately cost more e.g. (brought in cheaper bandages, you had to try 3 packages to finally open 1 bandage for use) etc., etc.

Next, they were given the responsibility to come in and count and fill all of the screws, nuts and bolts. They were even being paid an extra fee to do this. A year ago I got so tired of always being out of stock in these areas that I started placing the orders and making sure we had enough on hand to meet the needs of our Mill.

Well, when we got the new vending machines I was asked why are you letting them get paid for what your doing; just let them do it and let the Maintenance Supervisors complain when there is no stock to fix the Mill. Well, they have come in a couple of times and placed orders but we seem to be out of some sizes continually.

Now they are given a contract to operate the new Vending machines. I can't understand how we are saving time or money with this new process. The cost of leasing these machines and other related costs will be staggering. It takes the employee, for each item they need to take out, if in stock, approximately 4 – 5 minutes if they know what they are doing and up to 20 minutes if not. It also takes us as stores personal, approximately 4 – 5 minutes per item to replace that stock. If the person taking stock out makes a mistake then the machines' count will be off and not all stock will be accounted for and trying to return it is a nightmare. Most days we get a sheet telling us an order number with lots of stock to replace but only get in 2 out of 10 items that were needed and sometimes only partial quantities to restock.

Now as I understand it, these machines will be able to give us more time to pick and stage in the future. However, most of my work during the day is still filled with hearing tests, first aids, restocking, returns and answering the counters requests.

There are things that are not in the machines and unless we get a warehouse of machines and waste all the employees time trying to find these items on the menu lists of these machines and waste all our times in restocking the machines. Well, I think you can understand my frustrations. Damn, it was so much simpler and more cost effective to just get the stock and give it to the person at the counter, than to go through this run around. I just thought of something, maybe I should be putting in for Receiver's wage which is more, when I receive each of these items for the new machines! I have to input in the machine the quantity that I received and am placing in the machine. That's a Receiver's job function.

Why, when asking a competitor with Acklands, they said that they have tried to become a supplier for the Company but are not even able to give a comparison cost analysis on comparative products. I can only tell you that when I was a manager with a Department store I always held salesmen accountable to give me the best in price and service or they were told to take a walk; they were not welcome in the store. They had to come to me with the best that they could or I didn't go with them. But here we are giving a company that has done a terrible job and we give them even more. CHA-CHING, CHA-CHING. There must be someone that they have impressed. Well it comes down to "THE COMPANY HAS A RIGHT TO MANAGE AND MISSMANAGE." Wouldn't it be nice if Someone could answer with the reason WHY that made sense!

Len Hanson

New Stuff from the Old Dog

As a shift worker, I retired at the end of June. Having decided to try my hand at creative writing, I was having trouble concentrating whenever I tried writing during the day or early evening hours. So I figured I would return to familiar territory and try writing at three o'clock in the morning.

I managed to get up at 2:45 a.m. without disturbing my wife. I went down the hall to the kitchen, turned on the light, started a pot of coffee and set out my pen and paper. It was at this particular time that our dog walked into the kitchen thinking, lights on, he's up, it must be time to find a tree.

So the dog and I set out at 3:00 p.m. to find a tree, which was when my wife awoke to find the lights on and the door unlocked. Muttering something about a dumbass, she locked the door, turned out the lights and went back to bed.

Meanwhile, having found a suitable tree, the dog and I returned to a darkened and locked house just as a streak of lightning lit up the sky and a loud clap of thunder shook the earth.

The wife woke once again to the sound of some crazed, mad dog, psycho killer banging on the door in the middle of the night.

Gathering up all her courage, she flicked on the outside lights, threw open the door and screamed - "Die!, you sick and sorry son of a sea cook"! Then she whomped me upside the head with a rolling pin.

When I woke up a few hours later in the E.R., the wife, the police, the nurses and a couple of our neighbours were barely able to stop laughing long enough to ask me why I was out walking the dog in the pouring rain without a coat on!

I am currently trying my hand at creative sock darning.

The Old Dog



Tony's BEST Friend (The New Dog)

Un-Refunded Medical Receipts

If anyone has un-refunded medical receipts from 2004 they must be sent in before the end of this year to qualify for refund. 298 & 1127 members should check around at home and see how many 2004 medical receipts they have & send them in as soon as possible. Any receipts for medical services or purchases incurred in 2005 can be sent in as late as December 2006 and still qualify for refund, but it is advisable to send them in every couple of months or so.

I would like to point out that any **medical receipts that are lost** can be duplicated by the druggist if you go and ask them to check on the history of their drug usage for the family members. Members should take along all their existing receipts and have any missing ones re-printed for submitting to Blue Cross.

I also would like to point out for anyone who does not realise it, that these (refund) costs are ultimately paid by Eurocan, as Blue Cross bills them for the costs that are incurred.

**In solidarity from a retired electrician,
Wilf Butters**

Greetings to all

I am a man of few words but in this case I will make an exception. The true reason I did not show up at the recent retirement gathering was I did not want to spend the rest of the day crying.

To tell you people how I feel now gives me great pleasure to say to you all you don't know what you've got until you lose it. I was so blessed to work with each and every one of you good people.

I ask God to bless you all; it was a real honour and privilege. You are always welcomed in my home.

I will probably see most of you again shopping around Terrace.

**See you later,
Sincerely,
Wayne Stain**

(Just a point of information regarding CEP Local 298 union dues; each member must pay union dues every month unless you have been off work sick or injured and have not worked more than 40 hours in the month. Vacation or other paid leave is counted as time worked and the member is still responsible for paying union dues during that time. Editor.)



Walter Stubbs

Walter Stubbs retired from Eurocan in February 1977 after working as a journeyman mason in the maintenance department for approximately 5 years. On October 7, 2006, at 94 years of age, Walter passed away. On behalf of CEP Local 298 we offer our sincere condolences to Walter's wife, Edith, his family and friends.

Useful work tips

Internet/CALM

If you don't know what it is, call it an "issue."

If you don't know how it works, call it a "process."

If you don't know whether it's worth doing, call it an "option."

If you don't know how it could possibly be done, call it a "challenge" or an "exciting opportunity."

If you want to confuse people, ask them about "customers."

If you don't know how to do something, "empower" someone else to do it for you.

If you can't take decisions, "create space" for others to operate.

If you need a decision, call a "workshop" to "network" and "ground the issue," followed by an "away day" to "position the elephant in the room" and achieve "buy-in."

Never criticize or boast; call it "information sharing."

Never call something a failure or mistake. It's a "positive learning experience."

Never argue; have an "adult conversation."

The labour movement

Internet/CALM

"The labour movement means just this: It is the last noble protest of the American people against the power of incorporated wealth."

- Wendell Phillips (1811-1884), activist in the American anti-slavery movement

Standing Committee Report

Sign on the Dotted Line

By Don Klie

Some of the issues discussed at the recent Standing Committee meetings are as follows:

- 1) **Tool Crib issues** – the Union raised concerns about certain items in the Tool Crib that need to be maintained and have documentation that the items had been inspected, etc. Items such as slings, fall restraint harnesses and retractable lanyards, come-a-longs and chain falls, etc. The Company said they would look into the issue but agreed these programs would be continued.
- 2) **Pension Price Trigger Trust Fund** – the Union made the Company aware that we would be investigating the setting up our own trust fund for the money and administering the fund and payments to retirees. The Company agreed they were prepared to hand over the funds when we were ready.
- 3) **Increased Steam Plant Manning** – the Company announced they were increasing the manning in the Steam Plant by 3 and possibly 4. The Union raised the issue of the department still be undermanned and that it was the Union's position that the Company was violating the Labour Agreement by having their staff fill in any shortages in the department.
- 4) **Post Apprenticeship Flex Training** – the Union informed the Company that we did not agree with the way they were implementing this new training program; that is, individuals were being told it would be mandatory training and in our opinion it should be offered by department seniority. While the Company tried to maintain that the program was not mandatory, they did want to make it mandatory for the newly ticketed tradesmen, and the training would begin for those individuals as soon as they had completed their apprenticeship.
- 5) **Alcan Using Eurocan Barge Ramp Facilities** – the Union informed the Company that we wanted to know how much longer Alcan would need to be using our barge ramp. It is the Union's position that our crews need to be doing the loading and unloading of any barges at our facilities, unless otherwise agreed too. Because Alcan's own barge unloading facilities were out of service they have been using our facilities. When that has occurred a shiploading crew has been "assigned" to the barge but has not yet been utilized to actually do the work of unloading it. On a short-term basis the Union was willing to allow for this practice to occur, but we are not willing to allow it to go on indefinitely.
- 6) **The New Stores Vending Machines** – the Company has informed the Union that the outside suppliers are only supposed to be bringing the stock items to the vending machines and it is the Stores hourly employees who are to be putting the stock on the shelves. However, the practice hasn't yet been as preached and the Company committed to contacting the suppliers and ensuring that they don't overstep our jurisdiction.
- 7) **Excavator Letter of Understanding** – the Company requested that prior to any agreement to purchasing an Excavator the Union sign a letter of understanding foregoing any rights to grieve any issue related to the excavator work should the Company later determine that the Excavator did not meet its target payback expectations. While the Union expressed their disappointment with the Company's request, we did agree to review the request and respond.
- 8) **Shiploader Labour Pool** – the Union took the position that we wanted the Company to maintain the pool rather than assigning the Shiploaders to specific areas. It is the Union's position that the Pool has to be flexible enough to address the everyday issues that arise. One of the problems that occurred when individuals were assigned to specific areas was that the Shiploaders were then unavailable, or difficult to access for other work or emergencies because the area that had the individuals would or could not release them. It makes more sense to the Union to have a specific supervisor for the Shiploaders who would then plan and assign the work as needed, and not leaving it up to several different supervisors spread around the mill. The Company said they had sent out a questionnaire to the area supervisors to help better identify the needs and concerns of those areas and that there would be a meeting to discuss those questionnaires in early December and then a plan would hopefully be worked out.
- 9) **Union Representation** – the Company stated that when they required a certain Union representative, such as the Chief Shop Steward or one of the Vice Presidents, etc., to be present at a meeting with an employee, that they would pay their wages during the period if it was not during the individual's regular work hours.
- 10) **Overtime Call List and Recording** – the Union has noted some problems with how the overtime statistics were being documented and requested that the Company clarify the procedures to their staff. The procedures to follow are outlined in the contract at Supplement 5 – Overtime Guidelines; any deviation from what is printed in the guidelines must be approved by the Standing Committee. One example of this was the fact that the apprentices were being marked for unavailable hours when they were attending school, however, this was not allowed under the procedures in the Labour Agreement. The Company agreed to correct the error.

- 11) **Overtime Response Late at Night** – the Company brought their concerns to the Union regarding the difficulty they perceived with getting maintenance to respond to a call out late at night and asked the Union for ideas on how to resolve the issue. The Union suggested the Company might want to offer the employees **Sleep Time** in exchange for coming in late at night. The Company said they would review the issue and respond later.
- 12) **Pulpmill Progression Line Change** – the Company and Union have agreed to change the Pulpmill progression line; that is, making the CMP Operator junior to the Kraft Assistant Operator (Washing and Screening). However, executing the switch is proving to be very difficult and complex. One of the main causes of the problems is the fact that many of the individuals in the progression lines are not trained up the line enough positions to allow for an orderly and timely switch. We will ensure that the individual's rights as regards to seniority will be respected once the maneuvering is started.

Grievance Report

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

At Arbitration

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

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

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

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

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

outcome of CEP 298 Contracting Out Committee – case #04-001-014 – Contracting out of Stores Stock items.

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

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

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

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

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

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

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

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

– case #04-001-014 – Contracting out of Stores Stock items.

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

Claus Rosner – Apr 8/05 – case #05-26 – unjust discipline. **Hearing dates – January 5 and 6, 2007.**

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

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

Case #06-49 George Schibli – April 12th, 2006 – Denied Family Responsibility Leave.

At Standing Committee

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Case #06-40 Darcy Dawson – March 18th, 2006 – Not Working to Expectations.

Case #06-41 Mike Holland – March 18th, 2006 – Not Working to Expectations.

Case #06-44 Contracting Out Committee – March 9th, 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.

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

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

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

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

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

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

Case #06-69 Tim Schmidt
June 19th, 2006 – Article 1 and Others – Call List OT Violation.

Case #06-73 Greg Adams
July 24th, 2006 - Article 1 and Others, Article #18 – Floaters.

Case #06-74 CEP Local 298
Aug 21st, 2006 – Article 43 & Others. – Job Transfers.

Case #06-75 Mike Keating
June 24th, 2006 – Article 11 – Overtime Distribution.

Grievances at Fact Finding

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

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

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

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

Case #06-80 Contracting Out Committee
Jan 19th – 23rd, 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 10th, 2006 – Failure to Notify – Zanron Shaft dryer drive gear.

Case #06-83 Contracting Out Committee

Dec 29th, 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 15th, 2006 – Failure to Notify – 101 Pump shaft 3196XL (PO# 2010605050).

Case #06-86 Contracting Out Committee

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

Case #06-87 Contracting Out Committee

July 10th, 2006 – Failure to Notify – Westcan Pump Shaft (PO# 2010605617).

Case #06-88 Contracting Out Committee

July 24th, 2006 – Failure to Notify – Zanron Shaft Joy 1-35317-L (PO# 2010605960).

Case #06-89 Contracting Out Committee

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

Completed Grievances

Wayne Fulljames – Nov 16/05 – case #06-09 – Seniority violation – rate of pay. **Company agreed to pay the higher rate to a senior individual while a junior employee was doing a higher rated job.**

Warren Berndt – May 10/05 – case #05-37 – unjust discipline. **Arbitrator denied the grievance and ruled the individual's action amounted to insubordination and was deserving of discipline.**

Mary Murphy – Nov 16/05 – case #05-62 – lost wages for attending JOHS conference. **Company offered, and the Union accepted, to pay a half day of lost wages for traveling to and/or from the Joint Occupational Health and Safety conference if the individual was scheduled to work either or both of those days.**

Dan Belleville – Nov 16/05 – case #05-63 – lost wages for attending JOHS conference. **Company offered, and the Union accepted, to pay a half day of lost wages for traveling to and/or from the Joint Occupational Health and Safety conference if the individual was scheduled to work either or both of those days.**

Peter King – Dec 2/05 – case #05-84 – not following proper procedures – using non-ticketed individual. **Withdrawn without precedence or prejudice.**

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

Contracting Out Committee – Nov 14 - 25/05 – case #06-03 – failure to notify – Jose doing excavator work on landfill. **Withdrawn without precedence or prejudice.**

Contracting Out Committee – January 19th, 2006 – case #06-19 – Chinook Scaffold clearing snow on site. **Withdrawn without precedence or prejudice.**

Case #06-30 Contracting Out Committee – February 17th, 2006 - Failure to properly notify. Kermod Fuel pumping water out of fuel tank outside of maintenance shop. Also working on fuel station at terminal. **Withdrawn without precedence or prejudice.**

Case #06-34 Contracting Out Committee – March 3rd, 2006 – Failure to notify. Jose at land fill. **Withdrawn without precedence or prejudice.**

Case #06-35 Contracting Out Committee – March 3rd, 2006 – Failure to notify. Jose at land fill. **Withdrawn without precedence or prejudice.**

Case #06-36 Contracting Out Committee – March 3rd, 2006 – Failure to notify. Jose at land fill. **Withdrawn without precedence or prejudice.**

Case #06-42 Contracting Out Committee – March 6th, 2006 – Failure to Notify. Rain Coast Cranes @ North side of Wood mill. **Withdrawn without precedence or prejudice.**

Case #06-45 Contracting Out Committee – March 14th – 16th, 2006 – Article 1 & Others. Jose Excavator on Landfill. **Withdrawn without precedence or prejudice.**

Case #06-48 Contracting Out Committee – April 10th, 2006 – Failure to Notify. Jose Excavator @ east side of Landfill Berm. **Withdrawn without precedence or prejudice.**

Case #06-55 Russell Ruff – Feb14, 2006 - Article 1 and Others – Over Time Violation. **Withdrawn without precedence or prejudice.**

Case #06- 57 Brian Thompson – May 30th to June 2nd – Article VI and Others. Over Time Violation.

Supervisor Kevin McKenzie agreed there was a Violation and recommended Full Redress. June 19th, 2006. **In-kind offer accepted by Union; also applies to Kuai Lai.**

Case #06-58 Russell Ruff – March 17th, 2006 – Article 1 and Others. **Withdrawn without precedence or prejudice.**

Case #06-60 Ship loaders – May – Article 1 and Others – Scheduling Vacations. **Company agreed assistant superintendent had erred and the correct procedure to follow when scheduling un-booked vacation will be followed in the future.**

Case #06-63 Contracting Out Committee – 2006 – Article 1 and Others – Contracting Out Violation – Failure to Notify of Sub Contractor. Team (Turbo Generator). **Company agreed to pay \$1000 to settle this grievance.**

Case #06-67 Contracting Out Committee – May 18th, 2006 – Article 1 and Others Contracting Out Violation – Failure to Notify CN on site. **Withdrawn without precedence or prejudice.**

Case #06-68 Corey Mitchell May 10th, 2006 – Article 1 and Others – Unjust Discipline. Moved to Step 2 on July 4th. Moved to Step 3 on July 5th. **Withdrawn without precedence or prejudice.**

Case #06-70 Aujia July 11th, 2006 – Article XXI and Others – Seniority. **Company would not agree to follow seniority however, the union settled the grievance based on the fact that the department was doing as requested by the grievance.**

Building Trades Step in to Assist Foreign RAV Line Workers

By Leslie Dyson

(The following article was copied from the Fall edition of the B.C. & The following article was copied from the Fall edition of TRADEtalk, the newsletter of the B.C. & Yukon Territory Building & Construction Trades Council. Editor.)

Over 130 years ago, companies that took on the task of building Canada's railway did so by exploiting workers from China. Fast forward to 2006 and, although the technology and countries of origin have changed, there are parallels for workers brought in from Latin America to build the Canada Line.

The men, from Costa Rica, Columbia and Peru, were working 11 hours a day, six days a week on the RAV rapid transit line. The hourly wage when they began was pathetic. For most, it was less than \$5 an hour.

They arrived in May with no English to work for SELI Tecnologie. SELI is an Italian company. It was contracted to operate a specialized tunnel-boring machine for the next two years to construct twin 2.1-kilometre tunnels under False Creek from downtown Vancouver to Cambie St.

The workers' situation came to light thanks to Patrick Jackson, a member of the Operating Engineers Local 115.

Jackson was working on the site and he struck up a rudimentary conversation with a few of them. Numbers are fairly easy to convey, even with a language barrier. He found out that their wages were appalling so he went to the B.C. Building and Construction Trades Council office and told Executive Director Wayne Peppard what he'd heard.

"We were shocked to learn that these atrocious wages are being paid to foreign workers here on this RAV line," said Peppard. He directed council researcher Joe Barrett, a former Spanish teacher, to see what he could learn.

"I left work and rode my bike to the site," Barrett recalled. "I was dressed like a racing cyclist and I just went up to the chain link fence and called out, 'Se habla Espanol?' [Do you speak Spanish?] It was like music to their ears." [In Spanish, they replied] 'Of course we do!' Three guys came running over. I asked them, 'Where are you from?' They said, 'Costa Rica,' and I said, 'Oh yeah, I've been to San Jose.'

"Then I asked, 'Are you digging the tunnels?' and they said, 'Yeah.'

"I asked, 'Are you being paid well?' They said, 'Not very well. We're making \$1,000 a month.' So I asked, 'How many hours are you working?' and they said, '11 and 12 hours a day, 6 days a week:

"'Esta es loca!' [That's crazy!], I said, and they agreed. [That's less than \$5 an hour.] I told them Canadian workers are making \$24 to \$30 an hour and overtime. But they just shrugged their shoulders and said, 'What can we do?'

Three days later, the building trades council held a news conference at the B.C. Teachers' Federation Building to expose the scandal across the street from the tunnel project site. Three building trades members—Patrick Jackson from Local 115, Brent Gurski and Danny Klein from Local 1611— who worked alongside these people, were also there and vouched for the accuracy of the story. Without seeing the workers' pay stubs, the reporters were skeptical. The teachers' federation had a Spanish-speaking employee who agreed to go with the reporter from Global TV to talk to the workers directly. The workers said it was all true.

"The next day, all hell broke loose," said Barrett. "The workers were told [by the company] not to talk to reporters. [Then] they were handed contracts, in English only, and told to sign them immediately. It was intimidating."

Barrett continued his account:

"Danny and Brent got word back to them that we wanted to talk to them about what was happening.

"We went to their motel and held a meeting for a half hour in the parking lot. We told them, 'These are your minimum rights. You should be making at least \$8 an hour plus time and a half for overtime.' That's at least two times as much as they were making. Then we said, 'If you're interested, we'll come back'"

A few days later, Barrett returned with Fernando Galindo, a retired member of Local 1611 and a native Spanish speaker. The meeting was moved indoors to keep the information private. "More than 20 guys were crammed into a two-bedroom motel room. It was hot and stuffy. There were all kinds of questions. We were asked to come back the next night too.

"They decided they wanted to join a union because they wanted more than \$8 an hour. They also saw that, by joining a union, they'd get real justice," Barrett said. "They couldn't be fired for talking publicly about what was happening to them."

As unionized workers in B.C. know, the Liberal government has made it very difficult to organize unorganized workers.

"We told them, 'It's going to be hell.'" After taking the risk of signing a union card, workers have to endure a 10-day waiting period before they can vote.

"We told them, 'Employers may try to intimidate you and then they may bring in an employer-friendly union and we'll be competing against it.'" But the workers asked the organizers to bring the Local 1611 union cards, translated into Spanish, to the next meeting.

In light of the intensity of the organizing effort over the previous two days, the union organizers and the workers agreed that it was time for a little diversion. "They'd been eating western food the whole time," Barrett said, "so we arranged [with El Salvadorian community activists] a traditional meal the next Sunday of gallo pinto (beans and rice), carne asada (grilled meat), homemade corn tortillas, chimol (a vegetable), refresco (juice) and postre (dessert). "The World Cup was on but our attention quickly changed when a bunch of guys began trickling in to sign up." Additional cards were signed the following day as well.

On Monday, Local 1611 filed an application with the Labour Relations Board that a vote be held. "We were in daily contact [with the workers]," said Barrett. "We set up English classes at the Labourers' office. Many were interested in immigrating."

As predicted, the intimidation started in earnest shortly after." Guys were called into the [company] office one by one. They wanted to know who was behind this Barrett said, "The workers just answered, 'I don't know.'"

"The day before the vote, the company sent in Fabrizio Antonini, SELI general director, from Rome." The workers told Barrett that Antonini said: "You have a vote. We want everyone to vote. But we can work this out. It doesn't have to be this way. Give us four months to work things out. Don't vote for the union:"

The vote went ahead.

Later, at a Labour Relations Board hearing into an unfair labour practices complaint, several workers, speaking through an interpreter, told LRB Vice-Chair Philip Topalian that representatives from the company said that if they voted to join the union it would steal money from the employees and the employer. In addition, the wages would now come from the union and they would receive less than what they were currently making.

Before the votes were actually counted the company told the LRB the vote was unfair because the workers didn't know what they were voting for. "This was absurd said Barrett, "because the company required the Workers to sign a contract with all text completely in English. The union card has one sentence and it was translated into Spanish." A report, later, released by an industrial relations officer based on interviews with eight of the workers, confirmed that the workers were clear on what signing the union card meant.

Local 1611 also had problems with the way the vote was held. It claimed that some of the names on the final list included managers and some were added at the last minute.

"We had to make a choice. Do we drag this out with hearings or just go for it?" The organizers, business manager and union lawyer decided the ballot box should be opened. The vote was 37 to 20 in favour of certifying with Local 1611. Two votes were disqualified because the workers had written "si" (yes) instead of making an X.

"It was a very happy moment," said Barrett.

However, three days after the vote count, three of the workers were shocked when they were called into the company office and told they were being shipped off to Sao Paulo, Brazil.

The union lawyer and organizers met with them almost immediately and then filed an unfair labour practices application with the LRB the following day.

The hearing began on July 13 with lawyer Peter Gall, representing the company insisting there was no substance to the charges. He charged union with

“trying to disrupt this job for whatever political motive they may have’ achieving a first contract.

During the hearing, Gall referred frequently to the undated English-only contract that claimed that the workers, over the course of the year, would receive a minimum of \$20,000 net, plus overtime and benefits. The workers were never given a copy of this contract.

However, the workers were told verbally that they’d receive \$1,100 US. per month. They were not told what they’d be receiving on an hourly basis or what they’d receive for overtime work. Based on information provided by the workers to the building trades council, the average person, working 11 hours a day, six days a week, including the statutory holiday, received \$3.77 per hour in that first month.

In the lead up to the LRB hearing, several workers noticed that they received an extra \$1,000 in their bank accounts. They did not receive wage stubs or an explanation. The provincial Employment Standards Branch, at the request of the building trades council, began an investigation into the issue of wages and overtime pay in July. Workers saw their wages rise to \$10.43 an hour, Barrett said.

The workers’ outspokenness and solidarity, together with a union that backs them up, appear to be having an effect.

Still to come is the challenge of achieving a first contract. “These workers are skilled underground construction miners, said Mark Olsen, business manager of Local 1611. “They deserve to be paid according to the B.C. standard, which is our collective agreement.”

On the eve of negotiations, SELI sent a letter to the union indicating its refusal to begin bargaining. The union filed an application with the LRB charging the employer with bargaining in bad faith.

RAV Line case amplifies the myriad problems in construction

(The following article was copied from the Fall edition of the B.C. & The following article was copied from the Fall edition of TRADEtalk. Editor.)

The Latin American workers employed on the tunneling project of the Canada Line would never have seen justice without union protection.

“We had to get these guys into a union because [without this step] we could never have brought their story to the attention of the decision makers and the public,” said Joe Barrett, researcher for the B.C. and Yukon Territory Building and Construction Trades Council (BCTC). “Until they were organized, they had no protection.”

After an intense and difficult campaign (see main story), the workers voted to join the Construction and Specialized Workers Union Local 1611.

However, the story of the RAV line project and its connection to the building trades began months earlier.

The lead contractor, SNC Lavlin, hired Brent Gurski and Danny Klein, Local 1611 members, to do the initial site preparation. They offered to help assemble Canadian crews to complete the project. Affiliated unions of the council lent their support by presenting the employer with a stack of resumes showing that they had members with all the necessary skills for such a project.

The company told the building trades that it was not interested; it would be looking for more affordable workers offshore.

The BCTC believes SNC Lavlin then applied to the federal government for temporary foreign worker visas, saying it would pay between \$18 and \$21 per hour. Wages would be in the range of \$40,000 to \$50,000 per year. However, in the first month, the majority of workers brought in from Costa Rica, Peru and Columbia, received about \$1,100 per month for 66-hour work weeks—about \$377 per hour, far below minimum federal or provincial standards. The company has flatly denied paying less than minimum wage.

The federal government only issues temporary worker visas if:

- the wages and working conditions are comparable to those offered to Canadians working in the occupation;
- the employer undertakes reasonable efforts to hire or train Canadians for the job;
- the foreign worker is filling a labour shortage.

While the building trades council is not trying to rescind the contract to ensure the work goes to Canadian workers, it has called for a federal audit of this case plus a full public inquiry into the Temporary Foreign Worker Program.

This case is expected to set legal and political precedents, according to Kevin Blakely, legal counsel for Local 1611.

“This case shows the potential danger to everyone working in construction in Canada,” he added. “It’s not the foreign workers who are a problem,” Blakely stressed, “it’s the issue of the cheap rates paid to these workers. So far, the construction industry has been immune from the global movement toward out-sourcing—finding the cheapest labour and cheapest goods.”

The federal and provincial governments, faced with pressure to reduce taxes, are handing off more services to the private sector. In turn, private companies are turning to countries with low wage rates and weak labour laws to fulfill the terms of their contracts. This has led to exploitation of workers in



those countries, loss of Canadian jobs and privacy concerns.

Mark Olsen, business manager of Local 1611, said, "What we're seeing now is insourcing. Companies are going to bring people here and they'll be working within our country for pitiful wages. It's terrible, but this is our future unless we expose it. This [case] may be the first example."

The Canada Line issue is important from another perspective as well, said Barrett. "Organizing foreign workers is very difficult because they are so vulnerable. They're too afraid to join a union."

However, "bringing these workers into a union sends a message that groups of workers can't be pitted against one another and that the skills that tradespeople bring to the construction site must be valued," Barrett said.

The B.C. Employment Standards Branch is investigating the wages issue as a result of a complaint filed by the building trades council on behalf of the workers.

The council is also exploring whether the treatment of these workers is a human rights issue that should be brought to the attention of the United Nations. This case is not peculiar to Canada. "This is a global issue," said Wayne Peppard, executive director of the BCTC. "Australia and Europe are in turmoil too."

There are 11,000 foreign workers in B.C. designated temporary. The situation on the R.AV Line should be of great concern to construction contractors paying market value for construction skills, Peppard said. "What does this say to the contractor community? They just won't bid for jobs."

President's View

Building trades step in to correct an injustice

By Gary Kroeker

BCYT-BCTC, President

Business Manager, Operating Engineers, Local 115

(The following article was copied from the Fall edition of the B.C. & The following article was copied from the Fall edition of **TRADEtalk**. Editor.)

Most of the temporary foreign workers brought in for the tunnel project of the new Canada Line rapid transit expansion were paid a monthly salary of approximately \$1,000 U.S. They worked 11-hour days, 6 days a week. They voted to join the Construction and Specialized Workers Union Local 1611 and received certification in June. They are highly skilled tradespeople with qualifications equal to Canadian certified workers.

The issue of foreign workers is complex and we must never confuse the people with the wages they're receiving. We are not against qualified foreign workers coming into this country when there is a proven need. But we will not stand for workers, here or elsewhere in the world, being exploited for cheap wages.

As Canadian citizens, we should be ashamed that our government would allow such exploitation and abuse to take place. These workers are in the country legally and pay taxes on all their earnings. Not a single government agency stepped in to monitor and enforce minimum provincial employment standards and human rights protections. Not a single federal agency lifted a finger to ensure that the workers were paid market wages and benefits as required under Ottawa's own regulations. We have a duty, as trade unionists and as Canadians, to ensure that every worker who has the legal right to work in this country is treated equally under the law. No one should suffer discrimination based on skin colour or country of origin.

Secondly, the Building and Construction Trades Council has a responsibility to protect standards for wages, benefits and working conditions as established under market rates of pay and our collective agreements for all construction workers. Once these workers were issued work visas and arrived in Canada our only option was to help them find some justice and bring them up to our standards. It is one thing to lobby against importing workers to be used as cheap labour before their arrival on our shores; it's completely different once they are here.

Ignoring these workers wasn't an option. It would have been a signal to any employer to go ahead and undercut Canadian wages and exploit workers from other countries. The spiral downward of wages

would have continued as long as we stood by and did nothing. We now have a legal and historical precedent. Any international construction company that thinks it can get away with this type of exploitation has been put on notice.

Great credit must be given to the workers themselves who were ready to take on the challenge of threats, pressure and company spies. Within weeks of arriving, they overcame the odds and voted to certify themselves to an independent building trades union. With legal protection backing them up, the workers are now free to speak out publicly about unfair labour practices and exploitative wages and working conditions.

The information they provided is invaluable in our efforts to lobby the provincial and federal governments to enforce the regulations of the provincial Employment Standards Act and the conditions of the federal Temporary Foreign Worker Program. Opposition MPs and MLAs are using this information to pressure government ministers. We are calling for nothing less than a full public inquiry into the Temporary Foreign Worker Program. We want to know what effect the program has had on wage levels, certification standards and apprenticeship training for First Nations people, youth, women and all Canadians. What is the government doing to control the intermediary labour brokers ("worker pimps") that have suddenly arrived on the scene? How is it enforcing the terms of the program and conditions of the workers' visas.

Gas station attendants' safety

Campaign with building trades connections

(The following article was copied from the Fall edition of the B.C. & The following article was copied from the Fall edition of **TRADEtalk**. Editor.)

From 213 Times

Everyday thousands of gas station attendants—many of them young workers—are at risk from the mayhem that can result from the "gas and dash" phenomenon that has taken hold in many of our communities.

With the escalating price of gas and lack of enforcement, injuries and even deaths have occurred when customers fill their tanks and take off, often at high speeds without paying.

The people leading the campaign to change this situation are Chett Crellin (a retired Teamsters Local 213 member and former pilot car driver) and his son-in-law Doug DePatie (a shop steward of the Plumbers and Pipefitters Local 170 and a safety officer for five years).

Of course, they have good reason to take up this cause. Grant DePatie, a 24-year-old gas station attendant, was killed by a 17-year-old thief in a stolen car in March 2005. Grant, the son Doug and grandson of Chett just recorded the license when the car dragged him to his death. The amount stolen was \$12.30 worth of gas.

Several attendants have been injured since that incident. It's amazing there haven't been more. RCMP say that in Surrey alone there are up to 100 "gas and dash" thefts per month. No one knows the true number because some cases aren't being reported.

The two men discovered an appalling lack of training and supervision in the industry and haphazard implementation and enforcement of policies that could reduce the risks. Interviews and research revealed that safety committees rarely meet, one-person shifts are common and there are few door-locking systems in place. Many stations have no surveillance, or worse, if cameras exist they are trained on the employees rather than strangers coming in, Crellin said.

You can't rely on employers and WorkSafe can't force companies to comply, he added. "They're knee jerk. They come in after."

Most of the gas stations in B.C. are franchises. Gas that's stolen comes out of the pockets of those owners. "There are some good ones out there," Crellin said. But there are others who intimidate their workers to do whatever it takes to prevent those thefts.

The solution, as far as Crellin and DePatie have determined, isn't complicated or difficult to implement, but it may be a little inconvenient for customers. They want all gas stations in the province

to have a policy of "pay before you pump." They're calling it "Grant's Law."

Crellin has talked to many franchise owners. He said he discovered that they were told by head office: "You implement pay before you pump and we'll pull your franchise and our signs."

The oil companies are worried that a change in procedures will result in customers going to other stations, Crellin explained. They're also concerned that they'll lose those impulse buying opportunities. Many customers can't resist the temptation to buy a drink or snack when they go up to the counter after they've filled up their cars. However, they told the DePatie family they will support changes as long as everyone is made to comply.

In addition to requiring pay before you pump procedures, they said secure attendant booths and door-locking systems that prevent thieves from leaving until the police arrive would eliminate the problem all together.

Currently 28 states in the US have introduced pay before you pump laws. Crellin and DePatie said the same must be done here.

They're pleased with the response from Labour Minister Mike deJong. "He's taking a close look at the situation," Crellin said, but added, "It's easier to get protection for endangered birds."

The family is arguing that gas and dashes are a risk to public safety. "You've committed a crime and now you're in flight," said Crellin, "That's the most dangerous time. That threatens other motorists and pedestrians."

Don McGill, secretary-treasurer of Teamsters Local 213, said the local union executive passed a resolution in support of Grant's Law. He said readers can contact Labour Minister Mike deJong (250-356-

6348 or e-mail

lcs.minister@gov.bc.ca) or their own MLA (look in the Blue Pages of your phone book or go to www.legis.gov.bc.ca/mla/3-1-1.htm and type in your postal code to send an email) to make sure the law is changed to reduce the safety-risk to gas station attendants.

The DePatie family hopes Grant's Law is passed in the legislature in the fall.

Grant's Law stands between thieves and a lack of enforcement of [safety] policies,' said DePatie. "Grant gave his life to stop these guys. I'm just following up."

"If I do anything in my life," added Crellin, "I want this to be it."



Legal News

Harassment suit upheld but punitive damages slashed on appeal

lancasterhouse.com

Finding that “the trial judge relied on findings of fact that are not supported by the evidence” and that the award “fails to accord with the fundamental principle of proportionality,” the Ontario Court of Appeal has cut the \$500,000 in punitive damages awarded in March of last year by an Ontario Superior Court judge to an ailing employee who was wrongfully dismissed by Honda Canada Ltd. to \$100,000.

The case involved Kevin Keays, who was employed by Honda Canada since 1986, initially on the production line for 20 months and then in the quality engineering department. A dedicated and conscientious employee, Keays began suffering from chronic fatigue syndrome shortly after being hired, although this disability was not diagnosed until 1997. His health problem caused frequent absences that resulted in negative performance assessments despite glowing reports for most of his work categories.

Keays' health deteriorated to the point where he was off on disability from October 1996 until December 1998. However, his long-term disability benefits were then cut off because his doctor's diagnosis of chronic fatigue syndrome could not be supported by “objective medical evidence,” and he was forced to return to full-time work. Required to undergo disciplinary “coaching” for his repeated absences and subjected by the employer to various harassing tactics, Keays was finally ordered by Honda, in March 2000, to meet with a company doctor who had previously threatened to have him returned to the production line, even though his physical condition precluded such work. When Keays refused to do so without an explanation of the purpose and parameters of the meeting, he was fired. Suffering a post-traumatic disorder for three to four months, Keays was unable to work thereafter, and eventually qualified for a total disability pension from CPP. He sued in the Ontario Superior Court for damages.

***24 months' salary awarded at
trial, plus \$500,000 punitive
damages***

In a March 17, 2005 decision, Ontario Superior Court Judge John McIsaac awarded Keays damages in lieu of notice totaling 15 months' pay, plus 9 months' so-called Wallace damages for bad faith on the part of Honda. He was also scathing in his criticism of the employer, holding that “[t]he subterfuge practiced by everyone associated with Honda in attempting to intimidate [Keays] to seeing their occupational medicine specialist should make the blood boil of any right-thinking individual. This scheme was nothing less than a conspiracy to insinuate [this company doctor] into [Keays'] long-established medical relationship with his own doctors and, hopefully, to exclude them from any participation in advocating for his... rights.”

Finding that “Honda committed a litany of acts of discrimination and harassment in relation to [Keays'] attempts to resolve his accommodation difficulties,” McIsaac referred to the decision of the Supreme Court of Canada in *Whiten v. Pilot Insurance Co.*, [2002] 1 S.C.R. 595 and concluded that “[a]s Binnie, J. stated in *Whiten* ..., a ‘large whack’ is required to ‘wake up a wealthy and powerful defendant to its responsibilities’.” To that end, he awarded Keays punitive damages of \$500,000 against Honda. In a separate decision on costs, McIsaac awarded Keays the costs of the litigation on a “substantial indemnity” basis, meaning that the costs of the proceeding (\$610,000), which involved a 29-day trial, were fully rather than partially covered. In addition, he awarded a 25 per cent premium, amounting to \$155,000, for Keays' lawyer in recognition of the fact that the lawyer had handled the case without any certainty of ever being paid.

***On appeal, punitive damages
reduced to \$100,000***

Delivering the September 29 majority decision of a three-member panel of the Court of Appeal, Justice Marc Rosenberg found that the trial judge had based the magnitude of the punitive damages award on a number of findings of fact that were not supported by the evidence.

Rosenberg held that McIsaac had no factual basis for finding that Honda's misconduct was “planned and deliberate and formed a protracted corporate conspiracy.” The trial judge's statement that Honda's “outrageous conduct has persisted over a period of five years without a hint of modification of their position that Mr. Keays was the one in the wrong” amounted to “a palpable and overriding error,” Rosenberg ruled, because “this case concerns a period of seven months not five years.” The Court of Appeal judge also took issue with the trial judge's finding that “Honda ran amok as a result of their blind

insistence on production 'efficiency'," holding that "I see nothing in this record to show that [Honda] 'ran amok'....[T]he record does not support this grave allegation of corporate malfeasance leveled at [Honda] by the trial judge."

Rosenberg noted that the \$500,000 punitive damages award was on the same scale as the \$1 million award in *Whiten v. Pilot Insurance Co.*, [2002] 1 S.C.R. 592 and the \$800,000 award in *Hill v. Church of Scientology of Toronto*, [1995] 2 S.C.R. 1130, although "[p]unitive damage awards in other wrongful dismissal cases have been far more modest even in the face of serious misconduct such as slander of the employee. The awards in such cases have been in the range of \$15,000 to \$50,000 and, rarely, up to \$75,000."

Finding *Whiten* to be the most reasonable comparator because it, like the present case, dealt with a breach of contract, Rosenberg considered that "[t]wo factors stand out when comparing the two cases. First, in *Whiten* there was a two-year period of escalating misconduct up to the trial. Here the misconduct was for no more than seven months and is largely focused on the events of March [2000] Second, in *Whiten*, the defendant persisted in its course of conduct, based on a theory that the plaintiff deliberately set the fire, in the face of repeated findings from its own experts and advisors that the fire was accidental. *Binnie J.* described the defendant's attitude to the plaintiffs at para. 4 as "harsh and unreasoning opposition" and an attempt to "exploit a family in crisis". That is not the case here. [Honda] had advice, albeit wrong and based on incomplete information, that caused it to question [Keays'] disability and it had, for almost a year, accommodated his absences."

Rosenberg acknowledged that "[b]earing in mind the trial judge's findings that can be supported by the evidence, and in particular the findings that the conduct by [Honda] was planned and deliberate and designed to intimidate and ultimately terminate the employment of a particularly vulnerable employee and that [Honda] was aware of its continuing duty to accommodate, an award in excess of those awarded in other wrongful dismissal cases is appropriate." However, he ruled that "given the compensatory damages awarded, especially the *Wallace* damages, and that there were no special factors requiring deterrence such as a pattern of abuse or the kind of conduct found in *Whiten*, as well as the relatively short duration of the misconduct, in my view, an award of no more than \$100,000 can be justified."

While the Court was split 2-1 on whether to reduce the punitive damages award, with Justice Stephen Goudge dissenting in support of a \$500,000 amount, the rest of the trial judge's award was sustained, with the exception of the 25 per cent

premium on costs awarded to Keays' lawyer, which was halved.

Keays v. Honda Canada Inc.

Ontario Court of Appeal
Justices Marc Rosenberg and Kathryn Feldman,
Justice Stephen Goudge dissenting in part

September 29, 2006

Due process not followed by federal government in firing of bank president, judge rules

lancasterhouse .com

(Another example of how inept the Martin Liberal government was when it tried to fire Chrétien appointees. Even though these firings certainly had justification, the government refused to follow the proper procedure for terminating employees. Sounds very familiar to our situation at Eurocan. Editor.)

The federal government headed by then-Prime Minister Paul Martin violated Business Development Bank of Canada President Michel Vennat's right to fair treatment when it fired him in March 2004, a Federal Court of Canada judge has ruled. There was no serious inquiry into the facts, no clear reasons were given, Vennat was afforded no real opportunity to respond, and the burden of proof placed on him was "practically impossible to rebut." While noting that he was pronouncing not on whether the dismissal itself was justified, but on the manner in which it was executed, the judge quashed the dismissal and referred the matter back to the current federal cabinet.

Vennat criticized by judge, fired by government

Vennat was chairperson of the BDC's board of directors in 1999 when then-President and CEO François Beaudoin was forced out, allegedly because he wanted to foreclose a loan to an innkeeper in former Prime Minister Jean Chretien's riding. In July 2000, Vennat was appointed for a five-year term "during good behaviour" to replace Beaudoin as president and CEO of the BDC, which is a federally-owned institution that provides financial, investment and consulting services to Canadian small

businesses. Beaudoin took the federal government to court in a civil suit, and on February 6, 2004, Quebec Superior Court Judge Andre Denis ruled in Beaudoin's favour in a decision that was harshly critical of the behaviour of the BDC and of Vennat, who was a witness at the trial.

The BDC's board of directors, chaired by former Bank of Nova Scotia chairman Cedric Ritchie, decided not to appeal the Denis decision despite stating in a February 18, 2004 press release that it received legal advice that the decision "is flawed in many respects." In the same release, it emphasized that "the board unanimously reiterated its full confidence in the management of the Bank and specifically its President and Chief Executive Officer, Michel Vennat." Five days later, on February 23, Vennat sent a letter to Prime Minister Paul Martin expressing concern about "newspaper reports to the effect that your government is preparing to make decisions about my future without giving me the opportunity to be heard." Stating that "I am not even aware of what allegations have been made about me," Vennat requested "the opportunity to be heard fairly, with due process, in the presence of our Chairman and counsel...before any decision and any announcement is made."

The next day, Industry Minister Lucienne Robillard, the minister responsible for the BDC, sent Vennat a letter advising him that he was suspended without pay by Order-in-Council (cabinet decision), and giving him a week to produce written reasons why he should not be fired for cause. Only when Vennat replied in another letter that he did not know the allegations to which he was supposed to respond and reiterated his request for a meeting did Robillard advise him that the reasons were various critical statements in the Denis decision about his and the BDC's conduct in the Beaudoin matter. The Minister agreed to a meeting which took place on March 1, 2004, and lasted less than two hours. Vennat verbally gave his version of the facts regarding various aspects of the Beaudoin matter, supplementing it with a six-page letter of the same day that was his written response to the demand that he explain why he should not be fired.

On March 4, Vennat's lawyer wrote Robillard a letter expressing concern about a newspaper article quoting "a source close to Paul Martin" as saying of Vennat and Via Rail President Marc Lefrançois that "there is nothing they could say that would convince the Prime Minister to leave them in their positions." On March 12, Robillard informed Vennat that he had been fired by Order-in-Council because "[t]he Governor in Council determined that she lost confidence in you as President of the Business Development Bank of Canada and that your conduct in relation to the issues contemplated in the reasons of the decision in the matter of Beaudoin is

incompatible with your continued appointment." During Vennat's subsequent court action, the government admitted that the only way he could have saved himself from dismissal would have been by proving that "the remarks in the Denis judgment regarding [his] conduct were fatally incorrect, [or] tainted by fraud or dishonesty" or by presenting new evidence that had not been available to Judge Denis.

Discharge process unfair, dismissal quashed by judge

In quashing Vennat's dismissal on grounds of denial of fair treatment, Federal Court Judge Simon Noel relied on the decision of the Supreme Court of Canada in *Knight v. Indian Head School Div. No. 19*, [1990] 1 S.C.R. 653, in which the Court established that public bodies have a duty of procedural fairness in making employment decisions affecting public officeholders. He also relied on the statement of the Supreme Court of Canada in *Baker v. Canada (Minister of Citizenship and Immigration)*, [1999] 2 S.C.R. 817 that "the purpose of the participatory rights contained within the duty of procedural fairness is to ensure that administrative decisions are made using a fair and open procedure, appropriate to the decision being made and its statutory, institutional, and social context, with an opportunity for those affected by the decision to put forward their views and evidence fully and have them considered by the decision-maker."

Applying these criteria, Noel held that "[i]n order to make an enlightened decision regarding the allegations directed against [Vennat], the Governor in Council [i.e., cabinet] ought to have proceeded to a specific analysis of [his] conduct, which could only come from a serious inquiry and a personalized review of the facts. Further, the position of the BDC's Board of Directors and its expression of unanimous confidence in Mr. Vennat had to be taken into account." Instead of making such a "personalized inquiry," Noel found, "the Minister of Industry simply reviewed and heard [Vennat's] submissions and read the judgment in Beaudoin...before making [her] recommendation. In that situation, how could the Governor in Council properly appreciate [Vennat's] actions and make a decision accordingly?" As well, Noel determined that "[Vennat's] right to respond was not truly observed," citing the very short time he was given to prepare his response, the brief duration of the meeting, the absence of BDC board chairman Ritchie despite Vennat's request that he be allowed to attend the meeting, and the fact that "it was a fatal error in law to impose on [Vennat] a burden of proof practically impossible to rebut."

Noel also found a denial of procedural fairness in the government's failure to provide clear reasons for

its decision to dismiss Vennat for cause, holding that "there is nothing to shed light on the choice made by the Governor in Council and to help us understand what significance was assigned to the various arguments presented." In Noel's view, "[t]he decision, without being reasoned in great detail, must convey a certain reasoning taking into account the submissions made by [Vennat].... The decision must summarily explain why the arguments submitted were dismissed. The letter could have contained this information. These requirements are certainly not excessive when the fate, the reputation and the career of an individual is being decided, with the knowledge that the decision will inevitably receive a great deal of media attention."

The judge's decision to quash Vennat's dismissal is at least the third instance so far in which the former Liberal government under Paul Martin has been found to have acted improperly in its precipitous dismissal of senior Chretien appointees. Former Via Rail chairman Jean Pelletier also had his dismissal quashed in November 2005 by another Federal Court judge, only to be fired a second time by the Martin government. As well, a retired judge serving as an arbitrator found that Canadian Mint head David Dingwall was unjustly dismissed by the same government, and awarded him substantial damages. In a separate legal action against the federal government, Vennat is also seeking \$4.5 million in damages for wrongful dismissal.

*Use it or lose it
CEP wants strong message
sent to Weyerhaeuser on
PA mill*

The Saskatchewan government must be prepared to use its authority to force Weyerhaeuser to either operate or sell its forestry operations, said Dave Coles, Western Region Vice President of the Communications, Energy and Paperworkers Union of Canada.

Coles responded today to the final report of the Premier's Task Force on Forest Development delivered yesterday to Premier Lorne Calvert.

"The report has lots of good ideas but they are worthless if this company can hold a whole province to ransom," said Coles. "We know that there are forest companies prepared to make paper in Prince Albert if Weyerhaeuser won't, and we cannot accept the decision of Weyerhaeuser-Domtar to leave these forest operations idle.

"Prince Albert and northern Saskatchewan have suffered enough and waited long enough. We want

Premier Calvert to put a 'use-it or lose-it' choice to this company."

The task force report makes 17 recommendations to the province to revitalize the forest industry. However in the late stages of the drafting of the report, Weyerhaeuser struck a corporate deal with Domtar to transfer management of its Saskatchewan operations to a new combined company headed by Domtar management. Negotiations with other companies to purchase the Prince Albert paper mill and other forest operations were broken off and Weyerhaeuser-Domtar management has stated that the Prince Albert mill will neither be sold nor reopened.

*U.S. newspapers to give Chinese
newsprint test run in effort to
cut paper costs; Tribune
experimenting at two of its
largest papers*

Nov 1, 2006 — National Post

By JOSHUA CHAFFIN

Forestweb rewrites headlines for editorial clarity. The original story and headline begin below.

Original Headline:

*Chinese newsprint gets
test run: Major publishers
looking for paper savings*

NEW YORK, November 1, 2006 (National Post) — The newsprint that will roll over the presses of the Orlando Sentinel sometime next month may not look any different to the paper's readers. But it will have endured a fairly torturous journey -- from a port in China, across the Pacific, through the Panama Canal, and then by rail from the port of Miami.

The Sentinel could have saved a lot of hassle by buying the newsprint from its usual suppliers in Canada. But its owner, the Tribune Company, is betting that it can save money by importing the Chinese product. It will begin to test that theory in Orlando, and then in December or January at its largest paper, The Los Angeles Times.

"There's been a real consolidation of suppliers over the last few years in North America. So any time we can bring in a new supplier and expand our base, that's important," said Mark Thomas, Tribune's vice-president of news group operations.

Tribune is not the only U.S. newspaper publisher looking to China for newsprint. Gannett, the biggest

newspaper chain in the United States, and the New York Times Company are also doing so. "We should see some good amounts of volume coming in from China starting at the beginning of the year. We are very pleased with what we trialed, and anticipate that we will be a buyer," Gracia Martore, Gannett's chief financial officer, told analysts earlier this month.

When analysts and executives talk about the troubles of the newspaper industry these days, the discussion invariably revolves around the Internet and the challenges of retaining readers and advertisers in a digital age.

But what is often overlooked is newsprint. Along with personnel, it ranks as the largest cost for most newspapers, and over the past four years, its price has increased more than 50% --from about US\$445 per metric tonne to more than US\$675.

Sadly for newspaper publishers, the increase is not because they are selling more papers. In fact, consumption has levelled off as circulation remains flat or falling at most papers.

Instead, it is because of a consolidation among the major Canadian suppliers over the past decade.

Publishers have responded by using less paper. Many have moved stock tables online to cut the number of pages they print.

More dramatically, they are also trimming the size of the pages themselves. Beginning next year, The New York Times and the Wall Street Journal will join other U.S. papers that have already shrunk the width of their papers.

While consolidated Canadian producers were shutting mills, China was ramping up production. It has opened state-of-the-art plants that will increase its annual output by 1.5 million tonnes by the end of next year, according to Chris Cook, deputy editor of Pulp & Paper Week, far outstripping its domestic demand. "You've got a glut," Mr. Cook said.

The Chinese have sold some of the excess in India and other Asian markets. And even factoring in the added cost of shipping, the Chinese paper is less expensive for many U.S. publishers --particularly those with papers on the West Coast. "It's mainly a cost rationale," The New York Times said.

Mr. Thomas noted that the amount of newsprint that Tribune planned to import from China would represent only a fraction of its total consumption. Yet it was still important because it could give the company more leverage in negotiations with the dwindling number of North American suppliers.

Still, there are questions about quality -- particularly after such a lengthy voyage. "We had a lot of concerns about how the paper would look when we opened the container," said John Cannizzo, senior manager of group operations at Tribune.

Mr Cannizzo and others also worry whether the Chinese will benefit the newsprint market in the long term. Many expect that they will leave the United

States in a few years when their domestic demand catches up.

In the meantime, however, the Chinese could undermine Canadian suppliers, who -- in spite of the dramatic price increases -- are struggling because of the weakening U.S. dollar and a rise in energy costs.

But, given the immediate pressures bearing down on them, U.S. newspapers seem desperate to cut costs wherever they can. "It may be short term," Mr. Cook said of the Chinese newsprint. "But it's at a crucial time."

CEP NATIONAL DAY OF ACTION - JANUARY 22, 2007

As called for at the recent National Convention, the CEP is planning a National Day of Action to bring attention to the ongoing jobs crisis in the forestry sector and the devastating impact this is having on communities across the country. **The date is January 22, 2007.** The National Union will be mailing information packages to all locals this week outlining what they are planning for the Day of Action and what locals can do to take part.

Please encourage your members to take part in the Day of Action and send a strong message to the federal government that it is time to adopt a national strategy on forest sector renewal.

Our jobs and communities are worth fighting for!

CEP Accuses Catalyst of Smoke and Mirrors CEP Fights Concessions

VANCOUVER – The Communications, Energy and Paperworkers Union is wondering what one of its largest employers in BC is really up to.

Recently Catalyst Paper announced a potential investment of \$25 million to upgrade the CTMP plant in Port Alberni. This would make the mill the lowest cost producer of its paper products in North America.

"Catalyst will receive a full return on their investment of \$25 million within 2 ½ years without any concessions from us," states CEP Local 592 President Jim VanDusen. "They will earn \$170 per tonne more than they currently do at our mill. This represents about \$21 million per year above their

present earnings and they still want concessions from my members.”

Catalyst has announced job elimination for 125 workers whether the CTMP plant investment goes forward or not.

“Concessions from the workers will not save those jobs for us and the community,” states CEP Tye Local 686 President Dale Marcellus. “So if they are going to be making such a profitable investment why are they still asking for concessions, with respect to municipal taxpayers and the employees at the mill?”

Catalyst has been demanding tax concessions from the Port Alberni municipal government.

The City has offered them a deal worth about \$1.5 million over 5 years. Catalyst says this is not enough.

“We are sure wondering what game Catalyst is playing,” states CEP Western Region Vice President, Don MacNeil. “They talk about investing money to improve operations and increase profits but for some reason they are still demanding concessions from our members in Port Alberni rather than just simply going ahead with this lucrative investment. If they think for one minute that they are going to get concessions from our members just to improve profits for shareholders, they have another thing coming.”

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

Wal-Mart in China, not in Germany

Maquila Solidarity Network/CALM

For Wal-Mart watchers this past July was a banner month. First, Wal-Mart closed up shop in Germany and, then, there were news reports that one of its retail outlets in China had been unionized.

On July 28, the world’s largest retailer announced that it would withdraw from the German retail market, a move that lost the company one billion dollars. Coincidentally, Germany was one of the few countries in the world where Wal-Mart “associates” were represented by unions.

The next day brought even more surprising news: after an undercover drive, China’s first trade union in a Wal-Mart store announced itself. By mid-August, 16 more union branches had been set up in Wal-Mart stores around the country, and Wal-Mart had pledged to work towards the establishment of unions in the remaining 43 stores.

The All China Federation of Trade Unions (ACFTU), the only union organization permitted in China, hopes that soon all 30,000 Wal-Mart workers will join its ranks.

Although the state-affiliated ACFTU is not known for its independence or democratic practices, Wal-Mart’s resistance to unions reportedly forced ACFTU officials to foster on-the-ground organization reminiscent of union drives elsewhere in the world.

Local union officers reportedly distributed literature to raise worker consciousness, both helping local activists to mobilize fellow workers and meeting with the workers individually to convince them of the benefits of unionization.

While this grass-roots organizing effort won’t necessarily translate into democratic worker representation or collective bargaining at the workplace level, it could set an important precedent for workers in China and elsewhere.

Propaganda tactic backfires

NUPGE/CALM

The Harper Conservatives have been forced to reinstate a senior scientist who was fired for objecting to an order to turn federal correspondence into political propaganda by injecting a mandatory reference praising “Canada’s new government.”

Andrew Okulitch of the Geological Survey of Canada was sacked after sending an e-mail to colleagues criticizing the directive. Calling it “ridiculous” and “embarrassing,” Okulitch vowed to boycott the use of “idiotic buzzwords coined by political hacks.”

Minutes after his message went out on Sept. 5, a superior in the natural resources ministry e-mailed Okulitch to inform him he was fired and to clear out his desk immediately.

The Salt Spring Island, B.C., man had completed a 35-year career as a senior scientist with the government. He was continuing to work without pay in an office provided (for up to three years) to employees in specialized fields, allowing them to complete work left unfinished at retirement.

Okulitch’s sacking backfired when it became public. The partisan directive clashed with the official Harper rhetoric of a new era in politics, and the “new government” retreated.

Deputy minister Cassie Doyle called Okulitch at his home, inviting him to come back to work. However, he has been instructed to apologize for the tone of his e-mail.

Natural Resources Minister Gary Lunn said the directive was never intended to apply to professional employees at the departmental level and should not have been issued. “Obviously there was a mistake,” he said.

Editorial

Softwood deal will spur more raw log exports

Ben Parfitt

(The following article was copied from the web page of the Canadian Centre for Policy Alternatives. Editor.)

The recent vote in the House of Commons ratifying the softwood lumber agreement with the United States may bring temporary relief in Canada's long running dispute with its biggest trading partner. But it comes at a terrible price, one that British Columbia, the province with the lion's share of US softwood shipments, will disproportionately bear.

Take one example. Nearly two thirds of the 82-page agreement is appendices, including one outlining which Canadian products are subject to export taxes. The appendix is dizzying in specificity, which makes what is missing all the more glaring.

Taxes will apply to "coniferous wood, sawn or chipped lengthwise, sliced or peeled, whether or not planed, sanded or finger-jointed, of a thickness exceeding six millimeters." In similar minutiae, wood siding, flooring and fencing is discussed.

Throughout the appendix, however, one searches in vain for the word "logs". Yet the on-again, off-again dispute with the US has always been about how provincial governments priced publicly owned trees, not whether they somehow underwrote the costs of specific manufacturing processes.

So if a subsidy exists — and various trade dispute panels have concluded it does not or if it does that it can't be quantified — then logs, the first product generated after cutting down a tree, ought to be on that list.

But they are not, as the BC government knows full well. And their absence, combined with forest policy changes that the province specifically enacted to appease the well-funded, US lumber lobby, means the door may be wide open to sharp increases in raw log exports in the months and years ahead.

Back in December 2001, as the latest lumber dispute heated up, then provincial Minister of Forests Mike de Jong received a copy of a document prepared by his ministry's revenue branch. The document subsequently served as BC's bargaining position with the US and outlined plans whereby the province would create "truly competitive markets" for timber, logs and forest tenures.

To address US allegations that certain forest policies distorted domestic timber prices, BC proposed to "eliminate" its longstanding practice of linking company logging rights to the operation of certain mills. It also proposed scrapping any "non-price criteria" governing how timber was allocated, a provision that would end BC's practice of channeling

a small portion of timber to a limited bidding pool consisting of value-added mills that actually produced jobs. Instead, the province proposed that such wood go to "open" auctions where all companies could bid. These and other changes were ultimately enacted even though the growing number of wins by Canada before trade panels suggested that BC's earlier forest policies did not constitute subsidies.

Flash forward. Despite the policy changes, the US insists with the current deal on capping our market access. And Canada and BC — to their lasting discredit — have agreed. Once the caps are exceeded, costly export taxes kick in. Except, that is, on logs. Now look at BC's coast. One company — Western Forest Products — directly controls nearly half the logs on public forestlands. It, along with other coastal companies, already has log export approvals from the province. Now, thanks to the scrapping of provisions linking forest tenures to sawmills, we face the prospect of increased log exports should further coastal sawmills, as is widely anticipated, close. And why wouldn't they? The "reward" for processing US-bound lumber may be a 15 per cent tax once certain export or price thresholds are exceeded. The corresponding tax on logs is zero.

Worse yet, BC's much touted reforms have so far failed to produce increases in what companies pay for timber — quite the opposite, in fact. Thanks to accelerating forest company concentration — an outcome only the willfully ignorant could not have foreseen — a few companies have a stranglehold on the market. Last year, those companies paid an average of \$7.68 a cubic metre for coastal logs. The year before that it was \$14.16, and the year before that \$19.37. So BC collects fewer stumpage dollars, fewer men and women work in its sawmills and more and more logs are shipped out of province to US benefit.

And don't think for a moment that this is over. The US Coalition for Fair Lumber Imports is undoubtedly hatching plans for the next round in the interminable softwood trade war. Two years hence, when either party can legally walk from the latest deal, expect the Coalition to latch on to numbers like those above to once again allege that Canada is subsidizing its forest industry. Worse yet, the Coalition's costs to lobby Congressmen and Senators will be paid for by a portion of the \$1 billion or so in countervailing and anti-dumping duties that Canadian companies paid and that the US keeps under the terms of the new agreement.

Prime Minister Stephen Harper and Premier Gordon Campbell, BC's forest communities thank you.

Ben Parfitt is the resource policy analyst with the BC Office of the Canadian Centre for Policy Alternatives (www.policyalternatives.ca).

Welcome to New Members

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

<u>Member</u>	<u>Department</u>	<u>Initiated</u>
Kevin Hamilton	Raw Materials	----
Colin Taylor	Steam Plant	----
Mika Vossi	Steam Plant	----
Stephen Stone	Electrical	----
Teresa L. Nyce	First Aid/Stores	----
Scott MacGregor	Terminal Warehouse	----
Steven Boudreau	Pulpmill	----
Chris Campbell	Raw Materials	----
Sonny Muchalla	Instrumentation	----
Dean Campbell	Electrical	----
Deanna Smith	Traffic	----
Lesil Coverdale	Raw Materials	----
Scott Beaver	Inst. Mech. (mtce)	----
Craig Karwandy	Raw Materials	----
Jordan Linteris	Raw Materials	----
Scott Campbell	Pulpmill	----
Jeremy Striker	Pulpmill	----
Chris Leclerc		Yes
Cade Gardiner	Pulpmill	Yes

The next General Membership Meeting is at 4:30 pm, Wednesday, December 13, 2006 at the Union Hall, 623 Enterprise Avenue. General Membership Meetings are held on the second Wednesday of every month, except July and August, unless otherwise notified.

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

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

The above benefits are explained in our bylaws booklet.

Notice

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

Employee and Family

Assistance Program - EFAP

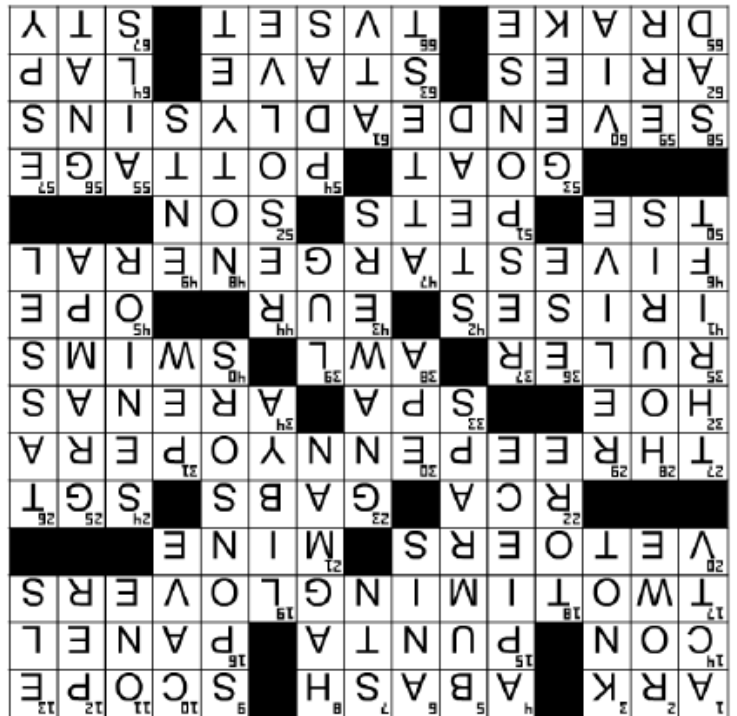
The services of professional counselors are available to all employees of Eurocan through the **EFAP**. Anyone needing psychological or psychiatric counseling, financial counseling or help in any matter can contact the offices of Wilson Banwell in Vancouver, toll free at **1-800-663-1142**.

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

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

If you want advice about these services 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.ucllick.com



Puzzle date: Saturday, December 2, 2006

ACROSS

- 1) Biblical floating zoo
- 4) Cause embarrassment to
- 9) Rifleman's aim improver
- 14) Sing Sing inhabitant
- 15) ___ Arenas (Chilean port)
- 16) Word with "instrument" or "control"
- 17) Some cheaters
- 20) Bill killers
- 21) Place to find a big lode
- 22) Electronics giant
- 23) Talks one's ear off
- 24) Bilko, e.g.
- 27) "Mack the Knife" musical (with "The")
- 32) Turn up earth, in a way
- 33) Hot tub locale, perhaps
- 34) Gladiators' milieus
- 35) School desk item
- 38) Hole-making tool
- 40) Keeps one's head above water, in a way
- 41) Showy flowers
- 43) Where to find Ger. and Fr.
- 45) "O Henry, ___ thine eyes!" (Shakespeare)
- 46) Eisenhower, for one
- 50) Mao ___-tung
- 51) Strokes, as an animal
- 52) Cain, to Adam
- 53) Bearded farm animal
- 54) Thick stew
- 58) Sloth, envy, greed etc.
- 62) First zodiac sign
- 63) Part of a barrel
- 64) Drink like a dog
- 65) Golden Hind's skipper
- 66) Product of 22-Across
- 67) Hog heaven, to a hog



PRIME TIME

By Stella Daily & Bruce Venzke
 Edited by Timothy Parker

DOWN

- 1) When the Montagues and Capulets reconcile
- 2) Poet laureate Nicholas
- 3) Half hitch, for one
- 4) Each
- 5) False charges, slangily
- 6) Spanish liqueur
- 7) Stop on a RR line
- 8) "Dallas" star
- 9) Backers with the bucks
- 10) Batman's hideaway
- 11) Wee hour
- 12) For each
- 13) Overhead trains
- 18) Took off like a shot
- 19) Tripoli's turf
- 23) Beavers, e.g.
- 24) Discount recipient, often
- 25) Nickname for a 24-Down relative
- 26) Fez adornment
- 27) Parsimoniousness
- 28) Islamic denizens of paradise
- 29) Go through again
- 30) MPG determiner
- 31) Church seating
- 36) Language suffix
- 37) It may be immune or conditioned
- 39) Haul about
- 42) Farm or home attachment
- 44) Deal with conclusively
- 47) Affirm to be true
- 48) Reply to the impatient, perhaps
- 49) Tolkien tree creatures
- 53) Circus sideshow performer
- 54) Modern electronic organizers, for short
- 55) Doesn't feel so well
- 56) Pesky summer buzzer
- 57) Take notice of
- 58) In a blue funk
- 59) Show fallibility
- 60) Word on a travel itinerary, perhaps
- 61) Recreational wheels, for short

1	2	3		4	5	6	7	8		9	10	11	12	13	
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17			18						19						
20								21							
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58	59	60						61							
62						63							64		
65														67	

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