

IN THE MATTER OF An Arbitration Between
Northwood Pulp & Timber Limited (the "Employer"), and
Communications, Energy & Paperworkers Union of Canada, Local 603 (the "Union")

Award no. A-306/96

British Columbia Collective Agreement Arbitration

Heard: (Prince George, B.C.) September 30, 1996.

Award: October 4, 1996.

Arbitrator: C. Taylor, Q.C.,

Counsel: Norman K. Trerise, for the Employer.
John Hodgson, for the Union.

AWARD

I

The parties agreed that this arbitration board was properly constituted to deal with the following issues:

1. Pulping Group Lines of Progression;
2. Mutual Co-operation of the Parties;
3. Discipline Grievances filed by the Union on behalf of:
 - (a) Arthur Jones;
 - (b) Adrian Brumwell;
 - (c) Gerry Christmas;
 - (d) Terry Brand.

Following consideration of the evidence and the submissions of the parties, I award as follows:

1. Pulping Group Lines of Progression:

The Employer shall be entitled to implement changes to the Pulping Group by re-organizing as follows:

- 1.1. The Pulping Group Operator position shall remain for a minimum of one year from the date of this Award.
- 1.2. There will be two Digester Operators per shift. The senior operator will normally operate the "B" Digester - brownstock systems. The junior operator will normally operate the "A" Digester - brownstock systems.

- 1.3. There will be two Bleach Plant Operators per shift. The senior operator will normally operate the "B" Bleach Plant - R-8 generator and make-up systems. The junior operator will normally operate the "A" Bleach Plant - "A" Bleach Plant Cleaners - Solvay generator.
- 1.4. Notwithstanding paragraphs 1.2 and 1.3, it is understood that for training and out-of-the-ordinary situations, all of the operators are interchangeable.
- 1.5. Until training is further advanced, there will normally be an "A" field, "B" field and Digester field operator.
- 1.6. Such positions are relievable.
- 1.7. To facilitate a major effort in training, Pulping Group Operator positions may be covered with overtime.
- 1.8. The parties shall develop an up-dated department call-out procedure.
- 1.9. The parties shall convene an initial meeting with identified employees on training.

2. Mutual Co-operation of the Parties:

- 2.1. The parties shall use their best efforts and extend their full co-operation in achieving the objectives of this Award and their mutual rights and obligations.
- 2.2. The Union shall actively promote with its membership, co-operation with the Employer respecting all obligations under the Collective Agreement including voluntary overtime and the implementation of this Award.

3. Disciplinary Grievances:

The verbal warnings issued to Gerry Christmas and Terry Brand and the written warnings issued to Adrian Brumwell and Arthur Jones arose out of uncommon circumstances not likely to recur attended by other extraneous and aggravating factors. It is common ground that the maintenance of established ranges or targets is critical for the production of a quality marketable product. Given this mutual understanding and in all of the circumstances, I have determined that the discipline should be set aside and the grievance deemed resolved.

It is so awarded.

I retain jurisdiction to deal with any issues arising out of the implementation of this Award.