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**603 Executive
2020-2021**

President:

Tracy Ingham

1st Vice: Norm Keeler

2nd Vice: Paul Jurkovic

Recording Secretary:

Mark Lawrence

Financial Secretary:

Dean Soiland

Treasurer:

Mario Ferreira

Chief Shop Steward:

Mike McMullen



UNIFOR
Bill Hickey | Local 603

NEWSLETTER VOL # 5

FEBRUARY 2021

Presidents Report by Tracy Ingham

Brothers and Sisters,

The Pulping Group Operator (PGO) has been a part of the bargaining unit since the mill was twinned in the early 1980s. Last month, Canfor informed the union of its desire to possibly terminate this position in the next few months.

The PGO is responsible for 12 union members and the safety of all people working in the chip screens, both digesters, both bleach plants, and the R8 Generator. 24 hours a day they coordinate the crews along with the maintenance department inquiries to keep the mill running. The PGO makes sure that the maintenance crews are locked out on the proper equipment, and coordinates the work along with the DCS control room operator. These valuable employees have come up through the ranks and have operated all the equipment in the control room.

Their expertise and oversight is very valuable to the field operators, control room DCS operators, and the production shift supervisors.

In the mid 1980's, after a serious lockout incident it was jointly agreed to by the union and management that the PGO would be doing all the lockouts on the digester pressure vessel along with the digester helper. Over the years this safety protocol has worked well and thought to have prevented other serious incidents. In removing the PGO position the company is going backwards on safety. I am at a loss to understand why the employer is floating the idea to eliminate this important job position.

On another note, we as a union strongly urge you to have union representation at every meeting with the employer. Mark Lawrence provided a very informative article in January's newsletter and we can't emphasize enough your right to representation. If you have not done so please go back and read this article to familiarize yourself on the how meetings are done.

If we aren't involved in the process from the beginning and the issue escalates, the union is at a disadvantage as to the representation that comes after the fact.

Fact finding meetings are being done for a reason, and having a witness to what is discussed benefits you in the long run.

If proper representation can't be obtained, the employer has the obligation to suspend the meeting until they have provided you with a shop steward, chief shop steward or union officer.

In Solidarity,

Tracy Ingham.
President Unifor Bill Hickey Local 603



Next Union Meeting

March 10th 2021 —7pm

Via



10 Feb Meeting Notes

*Draw Winners— Dean Soiland (Backpack) Paul Jurkovic (Shirt),
Andy Duperron (Hat)*



**KEEP
CALM
AND GO TO THE NEXT
UNION
MEETING**

This publication from UNIFOR local 603 is intended to educate and inform its members. The views expressed are those of the writer and not necessarily of UNIFOR or Local 603. The elected Executive reserves the right to edit for clarity of fact. Material of sexist, racist or defamatory nature will not be published.

2021

Safety Report - February

Good day,

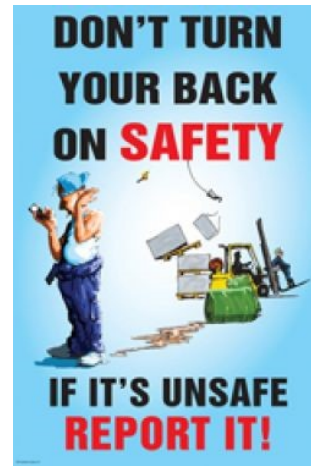
It was a very busy month to kick off the year! January is typically not a great month for us safety wise, but this year has been exceptionally difficult for different reasons than normal. Usually it is slips and trips that add up due to poor weather conditions. However, this year we have had several chemical exposure incidents both with gas and liquid chemicals. We had a fairly major incident where the DNCG incinerator stack failed and collapsed several inches and caught the surrounding building structure on fire. The stack has now been replaced and once some work is done on the fan today (February 10th) the incinerator will be back in service.

We have also had 3 confirmed Covid-19 cases on site. There are lots of concerns around how these cases were handled by the company in regards to contract tracing and other protocols. We are having discussions with the company about this and hopefully can make some headway.

If anyone has ideas on how we can improve our Covid-19 situation at the mill in any way, please do not hesitate to contact me and I will do what I can to push that forward with the company.

As always, if you have any questions or concerns please feel free to contact myself or any other JOHS rep at any time.

Cody Montgomery
Local 603 Safety Rep.



Safety Stats	End 2020	Jan YTD
First Aid	126	15
Medical Aid	6	2
MT	4	2
Lost Time	3	0
MIR	1.33	4.66

Safety Fails!





603 Grievances



Here is the List of Grievances your Union is working on or resolved :

1. Grievance 10 June 2020 - Step 1 submitted, **Excessive Discipline**
Company Response, 15 June 2020 - No Resolution Found, union moved to 3rd step due to circumstances
Company Response, 17 June 2020 - Resolution in form of "Last Chance Agreement" discussed however agreement was not reached and employee terminated. Union moved to 4th step
Company Response, 24 June 2020 - No Resolution Found, union moved to expedited arbitration
2. Grievance #00001 Step 1, submitted July 23/2020 - **Letter of Expectation**
Company Response, Sept 8, 2020 - No Resolution Found, union moved to 2nd step
Company Response, Oct 7, 2020 - No Resolution Found, union moved to 3rd Step
3. Grievance 2 Dec 2020 Step 3 (submitted directly due to termination) **Excessive Discipline**
Company Response , 2 Dec 2020 - No Resolution Found, union moved to step 4
4. Grievance Nov/Dec 2020 - Step 1, submitted - **Denial of Bank Time (Policy)**
Company Response, 3 Dec 2020 - No Resolution Found, union moved to 2nd step
Resolution Found - Union has dropped grievance without prejudice
5. Grievance 4 Feb 2021 - Step 3 Submitted (submitted directly due to termination), **Excessive Discipline**



You have A Right to Grieve! Here's How:

The objective of any Grievance is to solve it at the lowest possible step. If you believe you have a Grievance issue you **must** first talk to your direct supervisor or coordinator to see if the matter can be resolved immediately. If that discussion or request fails to resolve the issue contact a **Shop Steward** from the posted stewards list (not an Executive Committee Member) for assistance in taking it to **Step One**. Failure to do this may waste valuable time delaying quick resolution and cause you more stress. You have the right to choose the steward who will represent you in any Grievance or Disciplinary issue.

ARTICLE XXXI - ADJUSTMENT OF COMPLAINTS (Section 1- page 56, 2017-2021 CA)

Step One - In the event that a written grievance is submitted arising out of the operation of this Agreement, except the cases of discharge or suspension, the employee shall continue to work as per the conditions existing prior to the time that the grievance arose, and any formal meeting to discuss the grievance shall be held in the presence of the shop steward.

Step Two - If there is no satisfactory resolution at first step then the Union may within seven (7) days, advise the department supervisor that the employee intends to proceed with the grievance. The department superintendent and chief shop steward will then have fourteen (14) days from the date of notification to deal with, and answer the grievance. Grievances other than those of individual employees may be initiated at Step Three by either party.

Step Three - If there is no satisfactory resolution at second step then either party may, within seven (7) days, refer the question to the Standing Committees by advising the chairmen of the Standing Committees of the intention to proceed with the grievance. The Standing Committee will then have thirty (30) days to deal with, and answer the grievance.

Step Four - If there is no satisfactory resolution at third step then the question may, within seven (7) days upon written request of either Standing Committee be referred to the President of the Local and the Pulpmill General Manager will then have thirty (30) days to deal with, and answer the grievance. Either party may elect to involve outside help at this step such as regional Union representation and/or a Management representative from outside of Northwood.

Step Five - If there is no satisfactory resolution at fourth step then the matter may, within thirty (30) days, be referred to an Arbitrator.

603 Members Letters

Union's Duty of Fair Representation

Eight Canadian jurisdictions have enacted legislation requiring unions to fairly represent all employees in the bargaining unit, and a breach gives an aggrieved employee a right to file a complaint with a labour tribunal. This duty requires a union not to act toward a bargaining unit employee in a manner that is arbitrary, discriminatory or in bad faith. (In Manitoba, unions are responsible if they fail to take reasonable care in representing dismissed employees.)

For practical purposes, what does this mean? It means that labour boards will not intervene to second-guess union representatives who make judgment calls regarding the merits of a grievance, and that they will not concern themselves with honest mistakes or ordinary negligence. But on the other hand, they will intervene, where a complaint is filed, if a union fails to investigate a grievance, or does so in a perfunctory fashion; process a grievance in a manner that shows a reckless disregard for the interests of the grievor; treats the grievor differently from others; or exhibits personal hostility toward the grievor, a desire for political revenge, lack of fairness or impartiality, intentional deception, flagrant dishonesty or sinister motives.

Unions have considerable leeway in deciding whether or not to take a grievance to arbitration. They may take into account a wide variety of factors, e.g. the likelihood of success of the grievance at arbitration, the effect of the outcome on the rest of the bargaining unit, the union's financial position, etc. However, the nature of the employee's

grievance is significant, for the more serious the issue, the more rigorously a labour board will assess the union's decision not to carry a grievance forward. This is especially the case where critical employment interests are involved, such as seniority and job security.

Unless a collective agreement or statute provides otherwise, an employee cannot go to arbitration without the union's approval. It is the union which is a party to the collective agreement and it is the union which has carriage of the grievance and the final say over access to arbitration. Rarely does a collective agreement allow an employee to trigger the arbitration process, because of the impact an adverse ruling could have on other employees and on the union itself. There are also significant cost implications in proceeding to arbitration which a union is entitled to take into account.

Moreover, as a party to the collective agreement, the union is entitled to settle a grievance on behalf of an employee. This power on the part of the union also reflects the fact that the parties to the collective agreement, i.e. the employer and the union, have a continuing relationship which will suffer if the union brings forward unworthy claims, or adheres to unrealistic positions. There is no general requirement that the grievor consent to a settlement, but as a matter of practice, the union should advise the grievor of the terms of a proposed settlement, and permit the grievor to give his or her opinion on it. However, a union can override the employee's position, if it does so for valid reasons, e.g. if it feels that the proposal is as good as could be obtained at arbitration or the

employee is being unreasonable.

In negotiating a collective agreement, unions may agree to settle or trade off outstanding grievances. This is permissible, provided the union can show that it has considered the merits of each individual grievance, weighed the interest of the grievor against the interests of the rest of the bargaining unit, and arrived at its decision in a fair and unbiased manner. On the other hand, where a grievance involves dismissal or disciplinary sanctions, the discretion of a union to settle an apparently valid grievance during negotiations in order to obtain concessions for the bargaining unit as a whole, with the employee's consent, may be substantially restrained.

Labour boards take note of the fact that union representatives often represent employees at arbitration, and that these representatives are generally capable and experienced. As a result, boards have rejected the argument that the duty of fair representation obliges a union to retain a lawyer to represent them at arbitration. Rather, unions can follow their usual practice with respect to representation, although, any departure from usual practice in this area should be justified by the union.

Missing a time limit for filing or processing a grievance will not automatically be found to violate the duty of fair representation. Labour boards take account of prevailing standards in the industrial relations community in establishing standards for the duty of fair representation, and it is a fairly common occurrence for such dates to be inadvertently missed. In assessing complaints of this kind, labour boards will consider a number of factors,

603 Members Letters, Continued...

including the volume of complaints with which the union must contend, the consequences of missing the time limit, the level of experience of the union official, and the reasons for missing the time limit. Only in extreme cases, i.e. where a union representative has missed a time limit because he or she failed to give any consideration at all to the grievance, will a union be found to have acted arbitrarily in breach of the duty of fair representation. In short, honest mistakes or simple negligence will not generally be found to breach the duty of fair representation, except in Manitoba, where a standard of reasonable care is required in dealing with dismissal.

If a labour board decides that there has been a violation of the duty of fair representation in processing a grievance, it will attempt to put the grievor in the position he or she would have been in if the union had not breached its duty of fair representation. In some cases, this means that the board will order that the grievance proceed to arbitration, notwithstanding that a breach of the time limits has occurred. In addition, it may direct that the union provide representation or, where a conflict of interest exists, pay for an independent lawyer at arbitration.

Where a breach of the duty of fair representation is found, and the parties are directed to proceed to arbitration,



labour boards have held that the union is liable for wage loss sustained by the grievor as a result of delays for which the union is responsible, while the employer is liable for the rest.

Article of interest found by,

Mark Lawrence
603 Secretary

If you have a letters, suggestions or information you wish to pass on to the membership please submit it to newsletter603@telus.net or drop it in the contract submission box outside the main change rooms .

Laughs



Know Your Collective Agreement & Union Constitution



ARTICLE 2 (Unifor603 Local Bylaws pages 6-7)

MEMBERSHIP

Section 1. A person employed within the jurisdiction of the Local must become a member of Unifor Bill Hickey Local 603.

- a) Upon approval of their application.
- b) Upon paying the initiation fee and taking the obligation of membership.

Section 2. Should an applicant, upon being admitted to this Local Union, be unable for an acceptable reason to appear at a designated meeting to take the Obligation of Membership, the President shall have the power to initiate that applicant with witnesses.

Section 3. No person otherwise eligible for membership in this Local shall be admitted to membership if that person has been fined, suspended or expelled by the National Union of the Local Union, until the person has complied with the terms of such fine, suspension or expulsion.

Section 4. At the close of initiation ceremonies, the Recording Secretary shall verify that the new member(s) have a copy of the constitution, bylaws and labour agreement, which they are expected to keep and read. If these documents are not available at the time of the initiation ceremony, the Recording Secretary will make them available to the new member as soon as possible.

Section 5. OBLIGATION OF NEW MEMBERS

All eligible members, before being admitted to full membership, shall subscribe to the following obligation:

"I, (name of individual) pledge my honour to faithfully observe the Constitution and laws of this Union; to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of this Union; to faithfully perform all the duties assigned to me; that I will not wrong a member, or see him or her wronged, if in my power to prevent; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to Unifor Bill Hickey Local 603."

Helpful Union Definition & Terms

Solidarity – the fundamental principle of trade-unionism best exemplified by the slogan "an injury to one is an injury to all." In practice this means that all members of the union-movement agree to help one another in their struggles for fair wages, safe workplaces, better benefits and human rights. Solidarity extends beyond the union-movement to other groups struggling for human rights and social justice.

Past Practice – a long established practice of a recurring situation over a substantial period of time which has been recognized by both parties.

Mediation – involvement in a contract negotiations dispute of a neutral third party (often the same person that acted as the conciliator) from the Ministry of Labour who attempts to assist the parties in resolving their dispute by suggesting possible areas of compromise, bringing a different point of view, clarifying issues and using many other techniques designed to bring the parties closer together and narrow the disagreement. The function of mediation is to assist the parties by being creative and innovative in finding areas of agreement and compromise to reach final resolution of an impasse. This is the stage in the bargaining process immediately preceding a strike/lockout deadline set out by the No-Board Report.



Who are your Executive?



Hello, My name is Norm Keeler.

I have been at NWP for the last 16 years, I was hired into the labour pool and placed into the Machine room. I then bid into the Steam Plant and spent the next 11 years working my way up the line of progression. I obtained my 3rd class ticket in 2010 and finished my time there as a Power Boiler operator.

I was the successful applicant on an Electrical Apprenticeship and moved to Maintenance in November of 2015. In December of 2019 I finished my apprenticeship and am currently in the Steam Plant as a maintenance electrician.

During my time at Northwood, I have held various supplemental roles. I started as a safety captain, assumed the role as department rep and finally moved into the 603 union rep role. I stepped down from the union rep role to concentrate on my apprenticeship.

A year after accepting my apprenticeship, I got involved with the rec association, and I have been organizing events with Teddy Townsley ever since. We are always looking for volunteers, so please get in touch if you have an event idea or would like to help out.

After my apprenticeship was complete, I decided to get involved with the Local. I was nominated for and accepted the position of First Vice in 2019 and was re-elected to the same position in 2020. During my time at Northwood, my biggest accomplishment has been the growth of

my family. I was lucky enough to meet a great person and start a family with her, they are the most important part of my life. Work-life balance is possible for Northwood employees because of the union and the benefits it has bargained for every member. This is important work and I hope to continue to work with the executive for the foreseeable future to ensure fair and equal representation for all our members.

In solidarity,

Norm Keeler
1st Vice Unifor 603



Benefits Health and Welfare Committee

Health and Welfare is a committee working for you, one that helps you when you're off on WI (weekly indemnity), LTD (long term disability), or a WCB claim. Our committee is made up of 3 union members, Andy Duperron, Sean Davolosky and Chris Duperron.

Did you know that we have Medical Travel reimbursement?

-If you have to travel for care to another center, flights are covered 100% for the patient, or they will pay \$0.52/ km up to a max of \$300.00. Accommodations are also covered up to a maximum of \$900 per claim, daily accommodation maximum is \$110. \$80 for taxi per claim as well. Check your benefits manual for complete details.

Did you know we also have eyeglass coverage?

-Contacts, eyeglasses or laser eye correction surgery as well as yearly checkups are 80% covered up to a maximum of \$400.00 in a 24 month period, excluding sunglasses. Yearly safety glasses are covered 100% by the company as well.

To claim any of our extended benefits you need to keep your receipts. If your spouse or significant other also has a benefit plan, you can submit the remaining sums of prescriptions, glasses, dental....etc. All benefit information and more can be found in the Sunlife Group benefit book. Last but not least I'd like to remind everyone we have an amazing, easily accessible Employment Family Assistance Program (EFAP) that is completely confidential.

Thanks,

Chris Duperron, Machinist

If you have any questions, concerns, or issues, contact Chris in the main shop, Andy in stores, and Sean in the electrical department.





Membership



Members that have not yet been initiated:

James Murrey - 2015, Sheldon Stanley - 2016, Tyler Paice - 2017, Pierce Watson - 2017, Tyson Tomasino - 2017, Christian Dougherty - 2017, Brian Shelby - 2018, Anthony Mijatovic - 2018, Daniel Pontius - 2018, Colin Dyck - 2018, Kristi Gehringer - 2018, Dusty Wilson - 2018, Clifford Patterson - 2019, Eric Hounsell - 2019, Timothy Giesbrecht - 2019, Tyler Robinson - 2019, Garrett Caron - 2019, Russell Quinn - 2019, Clayton Cole - 2019, Dawsen Brien - 2019, Caleb McRae - 2019, Zachary Zaporozan-Jones - 2019, Jeffery Dinelle - 2019, Cole Kulczyk - 2019, Robert Harrison - 2020, Jonathan Murray - 2020, Michael Dougherty - 2020, Jared Lygas - 2020, Jordan Abdai - 2020, Dave Ponee - 2020, Liel Siebert - 2020, Eric Poeppel - 2020, Percy Bernier - 2020, Allan Bishop - 2020, Enzo Bracklow - 2020, Braden Johnson - 2020, Aaron Ludvigson - 2020, Stephen Pommer - 2020, Ryan Russell - 2020, Jordan Sandhu - 2020, Brent Stanley - 2020, Dawson Williams - 2020, John Shea - 2021.

Union Procedures & The Ghomeshi Story

The Canadian Broadcasting Corporation (CBC) fired Jian Ghomeshi, the host of its radio show "Q." The CBC stated that the reason for the firing was "information" that "preclud[ed]" it from continuing to employ him. Since then, a number of women have come forward with allegation that Ghomeshi physically attacked them while they were dating him. Three of these allegations are being investigated by the Toronto police. Ghomeshi is suing the CBC for \$55 million for allegedly dismissing him on the basis of a "moral judgement" about his sex life. He also announced on Facebook that he would also be filing a grievance for reinstatement.

A big part of the discussion of this story is about Ghomeshi's workplace behaviour – since one of the first allegations of abusive behaviour was from another CBC employee – and whether the CBC adequately fulfilled its responsibility as an employer to provide a safe, harassment-free work environment. However, there is a major difference between Ghomeshi's employment situation and the employment situations of many other high-profile media personalities in Canada and elsewhere. Ghomeshi is a union member – and that means that his situation will likely be managed differently than if he wasn't part of a union.

Some commentators on the Ghomeshi story – particularly those from outside Canada – apparently don't understand how grievances

work in unionized workplaces in Canada, how a grievance might relate to Ghomeshi's lawsuit, or the responsibility of his union in representing him. I think it's important to be clear on those issues, in order to understand why and how the situation might unfold. So I'm going to explain how the grievance procedure works in unionized Canadian workplaces, and relate that to the publicly available information about the story.

Unlike the US and other countries, Canada has union-related legislation at both the federal and provincial levels. The federal law applies to a number of types of organizations; one of those is organizations or industries whose business activities cross provincial boundaries. Broadcasting fits that definition, so the CBC as a workplace is under the jurisdiction of the Canada Labour Code – a law that is administered by the Canada Industrial Relations Board. CBC workers are represented by several different unions, but it appears that both Ghomeshi and the worker who alleges he harassed and assaulted her are members of the Canadian Media Guild. Thus, they would both be covered by the provisions of CMG's collective agreement with the CBC.

Every collective agreement in Canada must include a grievance procedure to resolve workplace disputes. So if a union member like Ghomeshi gets fired, and disagrees with the reasons for their firing, they would usually have to use whatever actions were available to them through the grievance procedure before they could

file a lawsuit relating to their dismissal. Employees can sue for wrongful dismissal in Canada, but as several experts have noted, a unionized employee cannot simultaneously sue for wrongful dismissal and file a grievance about the dismissal.

The grievance procedure in most Canadian workplaces operates like this.

- The employee informally discusses the dispute with their immediate supervisor. A union representative can be present during this discussion, but that isn't required.

- If the dispute isn't resolved, the employee contacts the union. A union representative may have another informal discussion with the supervisor, or may ask the employee to file a formal grievance. The grievance would include an indication of what the employee wants in terms of a solution to the dispute.

- When a formal grievance is filed, the union then represents the employee in the grievance procedure and brings the grievance to the employer. The procedure itself includes timelines by which the employer has to respond to the grievance (to ensure that the employer doesn't avoid dealing with the dispute by ignoring the grievance and hoping it will go away).

□ The union and the employer generally do their own investigations of the dispute. These may include interviewing the employee and any witnesses to the events, and collecting evidence). The union and the employer then meet to discuss their findings, and again attempt to resolve the dispute.

□ If the union and the employer cannot reach a mutually acceptable solution to the dispute, the grievance can be resolved through arbitration. A neutral and independent third party is appointed to investigate the dispute— which may include holding a formal hearing – and creates a solution for the dispute. Generally, arbitration is binding, which means the union and the employer have to follow the solution that the arbitrator chooses.

It appears that Ghomeshi had some advance indication that information about his private life was going to become public, and that the information would reflect negatively on him. So he and the CBC had discussions over several months about how to manage the impact of the disclosure, and during those discussions, he provided evidence that, in his view, proved the interactions in question were consensual.

With that background, if Ghomeshi files a grievance, he would likely request that he be given his job back, because he was pro-active in addressing the controversial situation, and cooperated with the employer by providing information. He might also argue that the CBC could have used other disciplinary measures to address his alleged misbehaviour – such as a paid or unpaid suspension – rather than immediately firing him. (It's also worth noting that, according to several stories, Ghomeshi's accuser at the CBC approached a union representative about filing a grievance. After reviewing her options with the union representative, she decided to informally discuss the situation with a Q executive producer – who allegedly told her that Ghomeshi "was not going to change" and asked her how she could make a less toxic work environment for herself.)

There are also two other factors related to the grievance procedure that are important in this situation.

□ Ghomeshi and the accuser who works at the CBC are members of the same union. Even though Ghomeshi and the accuser clearly have conflicting interests in this situation, the union is legally obligated to represent them both.

□ A union can decide at any point in the grievance procedure to drop the grievance, if it feels there is not enough firm evidence to support the complainant's position, or if it decides that the cost and effort of continuing the grievance does not justify the outcome it anticipates. Any grievance resulting from Ghomeshi's situation will likely be a complex one, and will receive an exceptional amount of scrutiny – including from the union – because the situation is so high-profile.

Both of these factors tie into the concept of "duty of fair representation" in Canadian labour law. Canadian unions are expected to represent their members in a manner that is not arbitrary, discriminatory, or in bad faith. If an employee believes that their union has not met these standards in dealing with a grievance, they can file a complaint with the labour relations board (in this case, the Canada Industrial Relations Board) who will then investigate the complaint and resolve it. If either Ghomeshi or the accuser believe that the union has not represented them fairly in managing any grievance, or has favoured one of them over the other in its actions, they have the option of filing a "duty of fair representation" complaint.

It's important to know, though, that a union can't decide to abandon a grievance simply because it doesn't like what the complainant did. It's not uncommon for grievances to involve unpleasant behaviour or questionable decisions by the complainant, and the union's representatives might feel that the complainant deserved to be punished. But the union's job is to not to pass judgement on the employee; its job is to ensure that the employer's treatment of the employee followed the rules of the collective agreement and was justified by the facts of the situation. And when a labour relations board investigates a "duty of fair representation" complaint, its job is not to decide whether the employee behaved appropriately, or whether the employee deserved whatever treatment they received. Its role is to assess how the union managed the employee's grievance, and to ensure that the union made reasonable decisions during that process, based on the evidence it had.

A few years ago I did a study of "duty of fair representation" complaints in British Columbia. The data I collected indicated that unions' handling of grievances related to termination – the same type of grievance that Ghomeshi will likely file – were the most common reason for union members to make a "duty of fair representation" complaint

against their union. However, the chances were very low that a union member would win their complaint. In the study, I reviewed 138 "duty of fair representation" cases, and union members won only eight of these cases. In general, labour relations boards don't agree that a union's decision to abandon a grievance is proof in and of itself that the union failed in its "duty of fair representation". There has to be substantive proof that the union failed to manage the grievance appropriately, or did not have enough evidence to justify its decision to not pursue the grievance. So while Ghomeshi can make a "duty of fair representation" complaint if he disagrees with how his union manages any grievance he files, there is a very strong standard of proof that will have to be met if the complaint is going to be upheld.

I hope this information helps explain some of the labour law context of the Ghomeshi story, and how that context might affect the way in which the case is likely to proceed. Even though the alleged behaviour in this situation is extremely unsettling – and I have the greatest admiration for the bravery of the women who are speaking up about it – I hope that the attention the case is getting will also lead to some serious attention to the impact of workplace harassment, employers' responsibilities around preventing harassment, and how work arrangements might increase the potential for workplace harassment. The CBC has undergone a lot of staff reductions in the last few years, and has more employees who are working on contract, in temporary jobs, or in other forms of precarious work – and some of Ghomeshi's accusers have indicated that they were worried about getting or keeping a permanent job at the CBC if they complained about his alleged actions. As the story unfolds, I hope that part of it gets more attention and investigation too.

Dr. Fiona McQuarrie and All About Work, 2012-2020

(The views expressed are those of the writer and not UNIFOR or Local 603.)

Significant Upcoming Dates

Newsletter- Submissions must be in by the 10th of each month at newsletter603@telus.net

CONTEST TIME!

Every month we will have a contest for our members. Top prize will be a \$100 GC, 2nd and 3rd Prizes will be assorted union swag!

We will post a question every month in our newsletter.

How to Answer?

Email your answers to the union office at: unifor603@telus.net

*****DEADLINE FOR ANSWERS IS February 28TH 2021*****

Get out your Collective Agreement.....

Questions: 1) What is the waiting period for Weekly Indemnity when you have a non- work related Accident?

2) What is the waiting period for Weekly Indemnity when you have a non- work related illness?

3) What are the maximum number of weeks for Weekly Indemnity entitlement per disability?

4) Based on the employees job rate, What % is calculated for the Weekly Indemnity Benefit?



LAST MONTHS ANSWERS AND WINNERS :

Answers : **A.** Bull Sessions - Item 3, pg147 **B.** 2 Pairs at 90%,
C. Items - Insoles and leather preservative

Winners : **Corinda Giesbrecht** - \$100 GC and Union Hat

Daniel Garnet MacLean - Long Sleeved Union Shirt & Hat

Ed Rochon - Short Sleeved Shirt & Hat

Important Union Office Notes:

Dues Tax Slips due to Covid-19 will be mailed to all members addresses the union office has on file. Please ensure your mailing address is current.

If it is not, please contact Jamie Ross at the 603 Union Office (250) 563-5159 or via email unifor603@telus.net.

Important Numbers

WCB Dial a claim : 1-888-workers (1-888-967- 5377)

Work safe BC local office: 250-561-3715

Sunlife Benefits: 1-800-361-6212

National Link - Unifor.org

<https://unifor603.ca/union-affairs/>

How To Contact Your Union

Hours

Tuesday - Friday 8am – 12pm

Saturday - Monday, Closed

Office Administrator - Jamie Ross

Name - **Unifor Bill Hickey Local 603**

Address - **1012 Cuddie Crescent**

City - **Prince George, BC**

Postal Code - **V2L 4C2**

Phone - **(250) 563-5159** Fax **(250) 563-0847**

Email - **unifor603@telus.net**