

Elk Valley Coal's Profit Share and the Total Rewards Packages

Good on Elk Valley Coal for introducing the Rewards and Enhancement Program. I am sure that all employees will be happy with a little extra cash in their pockets, and not having to go through the hassle of dealing with Manulife on submitting their drug prescriptions will also be a bonus.



I was on vacation in mid August when the Company called me, stating that they wanted to introduce an enhancement package to the membership and that they must review and have approval from the Union prior to introducing it to our Membership. During the introduction meeting I asked several times whether the full time officers of the Union would be included in receiving the full package that would be introduced to the membership and I was assured that we would be included. I immediately called meetings with the Elk Valley Coalition of Unions in Sparwood, and our Local Union Executive. Everyone was in-favor of the package so I called the Company and told them that they had the green light to proceed on introducing the package to our membership.

The next day I received a call from the Company stating that they had changed their minds and the full time officers, Fred and I would not be included in the Profit share or the Gain-share payments. The Company's explanation was that even though we were employees we were not employees actively working on the mine-site and they had no control over our working environment as full time officers of the Union. Obviously I was very upset; especially given the fact that I had asked several times at the introduction meeting and was assured that we would be included in the full package. I had then informed the Company that the approval to present this offer to our membership was denied until such time as we resolved this issue. We discussed the situation in house for a couple of days and felt that it was best to dispute the issue at a later date and the approval was given to the Company to introduce the package to the membership, it was signed off on Aug 15, 2008.

You must also be aware that the only guarantees in this whole package is the 5% wage increase which will be guaranteed forever, and the Trades retention which will end in 2013. Everything else, Profit Share, Gain Share, Prescription Card, Lifestyle and Wellness Account, and the Scholarship Award increases can be amended or eliminated by the Company at anytime. I am not saying that the Company is going to do this anytime soon, however if the demand for Coal decreases, or there is once again an over supply of Coal on the market, the price of coal will obviously go down, and the Company could reduce or eliminate this incentive. We have heard many comments from the membership regarding this package some negative, and some positive, putting my personal feelings aside, I will make an observation on the whole issue of the Reward Enhancement Package.

We all know there is a very high demand for skilled trades and skilled operators not only in Canada but around the world. New oil sands projects that are just getting off the ground will be on recruiting drives looking for thousands of skilled trades and skilled equipment operators. Now let's see – they won't be going after fisherman or the farmers – both by the way are noble professions – their drives will be geared towards the mining industry. What better place than the Elk Valley, where you will find the, brightest and most qualified workforce in the world.

*With the high price of coal, and a large demand for coal world wide, Elk valley Coal will be making **Billions** of dollars a year. If anyone out there thinks that Elk Valley Coal Corp is giving you this rewards package out of the goodness of their hearts, you better think again, it is all driven by market and demand. There is a huge market for our coal and a larger demand for a skilled workforce that is felt world wide. Elk Valley Coal has offered these Rewards Enhancements out of their own self interest as they do not want to lose anymore skilled workers to the oil sands.*

Is this Rewards Enhancement enough to keep the workers here in the Elk Valley, probably not, if workers have made up their mind there leaving, there going to go. As I have previously stated: Housing prices have doubled over the past 3 years. Workers cannot afford to put \$50,000 down and sustain a \$250,000 mortgage. Gas prices and the cost of living overall, has increased so dramatically that people are leaving the Elk Valley in droves for the higher paying jobs that can maintain a family's livelihood. At \$30.00 an hour, a single wage earner with a mortgage and a growing family cannot maintain a decent lifestyle working in the Elk Valley coal mines. It's payday to payday with a little holiday in the summer and an ever shrinking RRSP at the end of the year. Workers are leaving the Elk Valley Coal mines because of all of the above noted reasons and more. It's simple mathematics'

The rewards enhancement is a good start but we still have a long way to go, and we will be sure to address all of those needs in our next round of bargaining which is not to far down the road.

Phased Retirement

The previous ON THE LINE we reported on Phased Retirement. Phased Retirement came about after the Income Tax Regulations changed, and the BC Pension Benefits Standards Act was amended to allow eligible employees to collect a portion of their defined benefit pension and continue to work full time. Phased Retirement is expected to come into force in British Columbia by the end of the year. The Union will be having meetings in November with the Membership to discuss and vote on this Company proposal. The following is the Memorandum of Agreement that will be discussed and voted on at that meeting.

Memorandum of Agreement **Phased Retirement Program**

*The Parties have agreed to implement a phased retirement program (the “**Program**”) On a trial basis from the date this Memorandum of Agreement comes into effect and continuing until April 30, 2011 in respect of employees participating in the registered pension plan for members of the United Steelworkers Local 7884 as most recently documented by a Pension Plan Agreement entered into between the parties on January 29, 2008 (Effective May 1, 2006) (the “**Agreement**”)*

In order to implement the Program the Parties agree as follows:

1. COMING INTO FORCE

This Memorandum of Agreement will come into force when Sections 62, 63, and 65 of the Miscellaneous Statutes Amendment Act, 2008 (Bill 33 – 2008) comes into force.

2. RELATIONSHIP TO COLLECTIVE AGREEMENT

Subject to paragraph 1, this Memorandum of Agreement will remain in force until April 30, 2011. This Memorandum of Agreement does not form part of the general collective agreement between the Parties, and will be of no force and effect after April 30, 2011, unless the Parties agree in writing to extend its duration. Without limitation, the entry into a new general collective agreement or pension plan agreement between the Parties will not extend the duration of this Memorandum of Agreement unless in either such agreement the Parties agree to extend the duration of this Memorandum of Agreement.

3. AMENDMENT OF THE AGREEMENT

The parties agree to amend the Agreement by adding a new Section 14.02 as follows:

“14.02

***Phased Retirement Program:** An employee shall be eligible to participate in a Phased Retirement Program on the terms and conditions set out in the Memorandum of Agreement executed by the Company and the Union on __2008.”*

4. TERMS AND CONDITIONS OF THE PROGRAM

The terms of the Program shall be as set out below. All capitalized terms used in this item 4 shall have the same meaning as in the Agreement.

A. Duration of Program

The Program will operate from the date this Memorandum of Agreement comes into force and continue until no later than April 30, 2011.

B. Eligibility

- (i) An Employee not in receipt of a pension from the Local 7884 Pension Plan who is actively at work or on leave of absence from active employment for Union business pursuant to section 6.02 of the general collective agreement between the Parties effective May 1, 2006 and is either i) at least 55 and eligible for an unreduced pension under Section 12.02 of the Agreement or ii) at least 60 years old, may elect to participate in the Program subject to the terms of the Program.*
- (ii) In order to participate in the Program an Employee must complete the written form provided by the Company.*
- (iii) Once the Company receives an Employee's fully completed and valid election form that Employee shall become a participant in the Program (a “**Participant**”).*
- (iv) Employees on a leave of absence from active employment for any reason other than paid vacation or Union business pursuant to section 6.02 or 6.03 of the general collective agreement between the parties effective May 1, 2006 are not eligible to elect to participate in the program until they return to active employment. Union business pursuant to section 6.03 of the general collective agreement must be 30 days or less to remain eligible in the Program.*

C. Phased Retirement Benefits

- (i) *A Participant will receive a monthly phased retirement benefit equal to 60% of the sum of*
 - a. *the monthly amount of Past Service Benefits and Future Service Benefits; and*
 - b. *the monthly early retirement bridge benefit under Section 11.03 of the Agreement (if any),*

the Participant would have been eligible to receive had the Participant terminated employment with the Company and retired in accordance with Section 12.01, 12.02, 12.03 or 12.04 of the Agreement, as the case may be, on the date of his election (“Phased Retirement Benefits”).

- (ii) *Phased Retirement Benefits for all Participants will be recalculated each June 1st that this Memorandum of Agreement is in effect in accordance with paragraph C (i) based on the then current Past Service Benefit and Future Service Benefit rates (which are updated each May 1st). The Participants then current age and Credited Service, and on the assumption the Participants date of election was that June 1st.*
- (iii) *Phased Retirement benefits will be payable from the date an Employee becomes a Participant until the date an Employee ceases to be a Participant. Payments will be made on the first day of each month, with the first payment being made as of the first day of the month following the month in which an Employee becomes a Participant, and the last payment being made as of the first day of the month following the month the Employee ceases to be a Participant. The first and last payments will be pro rated to reflect the period of time during the relevant month the Employee was a Participant.*

D. Terms and Conditions of Participant in the Program

- (i) *A Participant must continue in full time active employment or be on leave of absence for Union business pursuant to section 6.02 of the general collective agreement between the Parties to receive benefits under the Program. Every such Participant will be considered an actively employed “Employee” for the purpose of the Agreement.*
- (ii) *While participating in the Program a Participant will continue to receive his full time wages and benefits in accordance with the terms and conditions of the general collective agreement between the Parties unless the terms of the Program expressly state otherwise.*

- (iii) *While participating in the Program a Participant will continue to accrue Credited Service in accordance with the terms of the Local 7884 Pension Plan.*
- (iv) *A Participant is not eligible to receive any indexing benefit adjustments under Section 11.04 of the Agreement.*
- (v) *A Participant is not permitted to apply for early Retirement Leave under Section 14.01 of the Agreement; however, an Employee may take Early Retirement Leave prior to becoming a Participant.*

E. Termination of Participation in the Program

- (i) *A participant will cease to be a Participant and cease to receive Phased Retirement Benefits upon the occurrence of any of the following events:*
 - a. *the termination of the Program on April 30, 2011, or such later date as is agreed to in writing by the parties;*
 - b. *the Participant terminates employment with the Company;*
 - c. *the Participant remains an Employee, but ceases full time active employment with the Company;*
 - d. *the Participant is deemed to terminate employment with the Company pursuant to Section 12.01 of the agreement;*
 - e. *the Participant ceases to take a leave of absence for Union business pursuant to section 6.02 of the general collective agreement between the Parties without immediately returning to full time active employment with the Company;*
 - f. *the Participant takes any leave of absence (including a leave of absence for Union business pursuant to section 6.03 of the general collective agreement between the parties or a leave of absence due to illness or accident, but excluding a leave of absence for Union business pursuant to section 6.02 of the general collective agreement between the parties) which exceeds 30 days other than paid vacation;*
 - g. *the Participant elects in writing in the form set by the Company to cease participation in the Program; or*
 - h. *the Participant dies.*

- (ii) *If a Participant ceases participation in the Program pursuant to any of the subparagraphs E (i)(a),(c),(d),(e),(f) or (g) above, the former Participant shall revert to regular Employee status if at the time participation ceases he continues to be an Employee.*

F. Commencement of Pension

- (i) *A Participant may at any time elect to terminate employment with the Company, cease to receive Phased Retirement Benefits and commence to receive a pension from the Local 7884 Pension Plan. The Participants pension from the Local 7884 Pension Plan will be calculated without regard to his participation in this program. Without limitation, the period of time during which he was in receipt of Phased Retirement Benefits will not be taken into account in determining when he will become eligible for indexing benefit adjustments under Section 11.04 of the Agreement.*

Meetings and Vote's on the Phased Retirement Proposal will take Place on:

November 25th, 27th, 29th and December 1st @ 8:15 pm

Shift Work: Impact of Fatigue on Driving - Carman Draper

Working shifts can result in significant fatigue making the risk of driving greater. Over 40% of shift workers report having nodded off while driving to and from work; 24% report this happens several times a month. 60% of shift workers report feeling drowsy at work several times a month; 11.6% report feeling this way several times per shift. Young adult truck drivers and shift workers are most likely to drive drowsy. National Transportation Safety Board estimates 31% of driver deaths about 1,500 are fatigue related each year. People 16-24 get less sleep than any other age group; this puts young adults at high risk. The most dangerous hours for sleep-related accidents are between midnight and 7am and 2pm and 5pm.

There are some warning signs to pay attention to: You're yawning, not able to keep your eyes open, you forgot the last few minutes you drove, you're wandering out of your lane and you cannot concentrate, your thoughts start wondering. To prevent being susceptible to drowsy driving, here are a few tips. Get enough sleep 7-8 hrs; take breaks if you're drowsy, pull over get some air, caffeinated drinks are ok in moderation. If you think you may have a sleep disorder see your physician.

NEW WAGE RATES AS of **JULY 1, 2008**

<i>Job Class</i>	<i>1/5/2008</i>	<i>1/7/2008</i>	<i>1/5/2009</i>	<i>1/5/2010</i>
1	\$22.28	\$23.39	\$24.09	\$24.81
2	\$22.80	\$23.94	\$24.66	\$25.40
3	\$23.28	\$24.44	\$25.17	\$25.93
4	\$23.77	\$24.96	\$25.71	\$26.48
5	\$24.31	\$25.53	\$26.30	\$27.09
6	\$24.77	\$26.01	\$26.79	\$27.59
7	\$25.25	\$26.51	\$27.31	\$28.13
8	\$25.78	\$27.07	\$27.88	\$28.72
9	\$26.27	\$27.58	\$28.41	\$29.26
10	\$26.75	\$28.09	\$28.93	\$29.80
11	\$27.25	\$28.61	\$29.47	\$30.35
12	\$27.77	\$29.16	\$30.03	\$30.93
13	\$28.27	\$29.68	\$30.57	\$31.49
14	\$28.78	\$30.22	\$31.13	\$32.06
15	\$29.27	\$30.73	\$31.65	\$32.60
16	\$29.74	\$31.23	\$32.17	\$33.14
17	\$30.25	\$31.76	\$32.71	\$33.69
18	\$30.77	\$32.31	\$33.28	\$34.28
19	\$31.24	\$32.80	\$33.78	\$34.79
20	\$31.76	\$33.35	\$34.35	\$35.38
21	\$32.23	\$33.84	\$34.86	\$35.91
22	\$32.74	\$34.38	\$35.41	\$36.47

Retiree's & Terminations & Hires from Fording River

September/07- September/08

Retiree's = 16 Terminations = 57
Hires Fulltime = 99 Transfers to Management = 15

Trail Steelworkers Ratify Agreements with Teck Cominco Metals

Members of the United Steelworkers (USW) Locals 480 and 9705 have ratified a settlement with Teck Cominco Metals Ltd that includes a \$5000.00 signing bonus and total wage increases of 15 per cent over four (4) years.

The two collective agreements are effective June 1st and remain until May 31, 2012. Both carry increases in benefits such as the dental plan and vision care, along an 18% increase in basic pensions.

Production and maintenance workers (Local 480) no longer have a limit on their pension bridge entitlement and will receive \$25 times years of service with no cap on service. Long term disability benefits will increase annually by the same percentage as wages. Both production and office and technical employees (Local 9705) will see parental leave increase from 12 to 37 weeks, with combined parental and maternity leave going from 32 to 52 weeks.

This set of negotiations was a significant improvement over 2005 when our members were forced to take strike action that lasted three months “said Local 480 president Doug Jones. “Our members showed just as much solidarity this time around and it’s thanks to them that we were able to reach a decent settlement without a labour dispute”.

“Teck Cominco seems more prepared to work with us in a more productive way, said Local 9705 President Rick Georgetti”. Our members and the community will benefit from that.

Canada’s most diverse Union, the USW represents more than 280,000 men and women working in every sector of the economy. Together Local 480 and 9705 represent about 1,280 employees at Teck Cominco’s Trail smelter.

Costco Memberships

Through USW Local 7884 Union members are eligible for Costco membership. Costco membership cards are \$45+ GST \$47.25 annually, which includes a free spousal card. Forms can be picked up at the Union Hall, or if you contact us we can mail one out to you.

(Memberships are not prorated, all cards expire June of each year)

(Elk Valley Coal's ANNOUNCEMENT)
Sale of Fording's Assets to Teck Approved
by Security holders and
Court of Queen's Bench of Alberta

On September 30th, Fording Canadian Coal Trust announced that the Fording security holders approved the plan of arrangement respecting the sale of Fording's assets to Teck Cominco Limited. The transition received the support of 98.71% of the votes cast by security holders. Following the vote of support, the Court of Queen's Bench of Alberta issued its final order approving the transition. Fording and Teck have confirmed that all conditions to complete the arrangement have been satisfied or waived.

The 20-trading-day "pre-closing period" during which Fording's units will continue to trade commences October 1, 2008 and is expected to end on (and include) October 29, 2008. Closing of the arrangement will take place on the business day following the end of the pre-closing period, which is expected to be October 30, 2008.

You should be aware that if you continue to hold your TUPP units until the completion date of the transaction with Teck (which is expected to be on or about October 30, 2008), the transaction proceeds (US \$82 cash and .245 of a Teck Class B share for each Fording unit) that you receive will likely be taxable as ordinary income. For this reason, you may want to consider selling your units prior to the completion date in order to have the increase in value of your TUPP units taxable as capital gain, which may be more advantageous than receiving ordinary income. Please note that you can undertake certain transactions in respect of the units you hold through the TUPP by using the Solium website at www.solium.com. Please consider your particular situation very carefully and

Consult your Financial Advisor

To view the management information circular, visit Fording Canadian Coal Trust's website at www.fording.ca and click on the "information About the Plan of Agreement" link on the home web page.

Behavior Based Safety – Graham Pointer

What may contribute to an incident or accident? It can be a number of things, let's say that a cable is run over near a shovel, with (BBS) Behavior Based Safety philosophy, the operator is blamed "Not Paying Attention; but a more detailed examination may prove otherwise. Seldom is an operator not paying attention especially near a shovel. He or she is watching the shovel, looking for the cable, the arches, spill rock etc, and the Company wants to say not paying attention is the cause. Maybe the cable is hard to see – black on the coal seam at night. Maybe it is a narrow heading and 3-4 point turns are required or very dusty conditions. So what may be the root cause, is the cable not marked properly? Why is the heading so narrow? Could it be that it was designed or engineered too narrow or bad shovel position? Are the dusty conditions being addressed in a timely fashion? The operator may have misjudged the location of the cable, but he or she may not be to blame.

A change is required! Instead of just blame the worker, find out what may have been the real reason this incident occurred. Yes it is fast and convenient to blame the operator, but it is wrong. Maybe using different means of marking the cable or different colored cable near shovels would prevent this incident. Look at designing headings for width and shovel set-up's, ensuring that dusty conditions are reported and addressed as quickly as possible. Not only may this help prevent the occurrence, but it may also prevent other incidents like this, that would be a true safety program.

*The airline industry has vastly improved their safety record by not blaming and disciplining their workers, they encourage workers to be honest and truthful. The workers are even rewarded if they help to determine the root cause of an accident or incident. They have improved their safety record by over 75% with this type of safety program. Blame the worker – BBS programs **do not work.***

To improve our safety program we have to look at more effective safety programs, we need to look for root causes! True the worker may have made a mistake or misjudged something that could have caused the incident but why did he or she make the mistake or incorrect judgment decision? And we have to get away from the fear mongering mentality.

The idea that a worker will not learn from an incident or accident unless you discipline them is archaic, and does not accomplish the task of preventing accidents. What a great way to improve the morale of the worker. They already feel bad, so let's make them worry about discipline that stays on their work record for life, for an accident that may not have been their fault.

We have to have everyone involved in an incident or accident to look at contributing factors. If you look at an accident investigation sheet you do see root cause but there is no place on the report for contributing causes. This is not just flawed, it is fundamentally wrong.

If there is not a place to enter contributing factors, they may be forgotten, and if they are not included you do not have an effective investigation. And without an effective investigation you cannot have an effective safety program. And without an effective safety program accidents and incidents will continue to occur. And where accidents and incidents occur nobody is safe.

Need Your Pension Calculated

Are you looking at retiring and need an estimate of your Pension entitlements including CPP at age 65 or early CPP at age 60? And when you loose your Pension Bridge at age 65 and start collecting your OAS entitlements at age 65. Call Don at the Union Hall or e-mail me at usw7884@telus.net and I will set up a time to meet with you so that you clearly understand what and when you're entitled to your retirement Benefits.

We also have information sheets and application forms at the Union hall for applying for your CPP and OAS. These forms will walk you through the steps of applying for these benefits. You should apply for your CPP six months in advance of when you want your payments to start. You should also apply for your Old Age Pension 12 months in advance of your 65th birthday so that your government benefits arrive with minimal delay.

You can apply for early CPP anytime after the age of 60. Between the ages of 60 and 65, the amount of your CPP Pension will be reduced by 6% for each year you are under age 65 (0.5% for each month). The maximum reduction is 30%.

Please be aware that if you decide to receive your CPP before age 65, the reduced rate continues and is not re-adjusted to a full pension amount once you turn age 65.

Membership Cards

Some members have still not filled out their membership cards, if you do not have your card filled out at the Union Hall you may not be eligible for some benefits that you are entitled to. Get to the Hall and fill out your card, it only takes 5 minutes.

Family Responsibility Leave

Employment Standards Act: *Family Responsibility Leave is an employee initiated unpaid leave of up to 5 days in an employee's employment year, based on their starting date. This leave is designed to help employees deal with family problems that conflict with job responsibilities. Family Responsibility does not carry over from year to year.*

Section 52 of the E.S.A: *Entitles employees to 5 days of unpaid leave during each employment year to meet responsibilities related to:*

- (a) The care, health or education of a child in the employee's care or:*
- (b) The care or health of any other member of the employee's immediate family.*

Section 1: *Defines immediate family as the spouse, child, parent, guardian, sibling, grandchild, or grandparent of an employee, and any person who lives with an employee as a member of the employee's immediate family.*

An Employer cannot refuse to grant Family Responsibility Leave.

This leave is a statutory entitlement, not something that may or may not be granted at the discretion of the employer. While there is no request process set out in the Act, employees are expected to give the employer reasonable notice of family responsibility leave and sufficient information for the employer to ascertain that the employee is entitled to the leave.

Decisions Interpreting Leave Provisions of the Act

The scope of family responsibility leave recently came before an arbitrator when an employee grieved his employer's refusal to grant leave in order to move his adult son home from university: Eurocan Pulp and Paper v. Communications, Energy and Paper Workers Union of Canada, Local 298 (Schibli Grievance) (2007), 166 LAC (4th) 78 (Burke). The grievor applied for two days of family responsibility leave related to his son. The reason given for the leave was "Edmonton relocation for summer employment". The grievor had been granted family responsibility leave for similar requests in the past. However, those requests had been granted under prior administration policy where supervisors granted such leaves without requiring employees to provide information sufficient to establish their entitlement to the leave.

In 2005, the Employer changed its approach to family responsibility leave so that all requests were considered by the Employee Relations Office whose function was to ensure that only those requests which fell under the provisions of the act were granted. The Employee Relations Officer considered the grievor's request and determined that transporting a post secondary student home from university at the end of the school year was not "a responsibility related to the health, care or education of a child in the employee's care" pursuant to section 52 of the Act. The Employer also sought clarification from the Employment Standards Branch as to whether its view was consistent with the Act. The Branch advised that such a situation did not entitle individuals to leave. The Employer denied the request for family responsibility leave. The grievor applied for and was granted paid leave under provisions of the collective agreement and took the time off under those provisions.

At arbitration, the Union argued that helping a child relocate to and from university qualified as responsibilities related to child's care and education under the Act. The Union also noted that section 52 did not stipulate restrictions to entitlement beyond the specific language of the section, that being for the "care, health or education of a child in the employers care." The employer, on the other hand, argued the desire to pick up an adult child at the end of the school year was not a personal responsibility nor was it a responsibility related to education. It further argued that an employee must establish the absence is "required" or "reasonably necessary". The Employer noted that parents have no legal obligation to enroll their children in post-secondary education. Further, it argued that the grievor's son was not a child within the definition of the Act, or alternatively, was not a child in the care of the grievor as there was no evidence that the grievor's child was under the direct care of his parents.

The arbitrator allowed the grievance and found that while a request for family responsibility leave must contain particulars of the identity of the person, the relationship to the employee, and the reason for the absence, employers do not have discretion to deny the leave once sufficient particulars are given. In expressing agreement with the Union's claim that the grievor need not justify why he had to assist his son moving home, Arbitrator Burke states as follows:

In this case, it is enough to establish the Grievor needed leave to attend to moving his son home from university. A university is an educational institution. Moving a child home at the end of a university term is not a frivolous activity. That is clearly a responsibility associated with his child's education. To find otherwise in my view ultimately imports discretion into S. 52 contradicting the jurisprudence in Phillips, supra, Dale, supra and the plain language of the provision. Indeed, it creates a situation where, as was done here, the logistics of the situation are evaluated by the Company.

The Company assesses whether the reason for the leave is a necessary part of the child's education, importing the Company directly into a decision about appropriate family responsibilities...I do not find the Grievor must justify why he had to assist with his son's move back home from university for the summer months. I find this falls within the parameters of parental responsibility associated with a child's education.

The Arbitrator went on to state:

While particulars must be provided, once those prima facie satisfy the requirements, it is not for the Company to weigh or judge whether the family responsibility action is "really needed" or "reasonably necessary" in the particular circumstances. That brings discretion into S. 52 inconsistent with the language and intent expressed. The leave is a statutory entitlement imported into the Collective Agreement.

The Arbitrator also rejected the Employer's assertion that the grievor's son was no longer a child and /or not in the employee's care pursuant to the Act. The Arbitrator held that the Employer's arguments created an overly narrow interpretation of the provision. In her view, if a child lives at home when not attending school or university that was sufficient to establish he or she is "in the employee's care". Arbitrator Burke ruled the leave request related to the son's education as "education does not end at the age of majority.

**This Decision is being Appealed
to the Court of Appeal in September 2008**

If you are applying for Family Responsibility Leave and your request is denied, and you believe that your request for leave fall's within the definition of Family Responsibility Leave under the Act, Contact the Union Hall and we will assist you.

250-865-2223 / or by way of e-mail at usw7884@telus.net

Monthly Union Meetings

***Monthly Membership meetings are every third Wednesday of
the month @ 5pm, Get involved and make a difference***

Elkford Steelworkers Hall #12 Water Street, Elkford

Reporting Workplace Injuries

To often workers run into problems with WCB when injuries/incidents are not reported. For example, a worker lifting a wheel chock feels a pull or strain in his back. The worker returns to work in pain and then reports the incident and subsequent back problems to their foreman and first aid. The worker then leaves work and goes to the Doctor and after testing it is determined that the worker requires surgery.

The WCB Board denies the workers claim because they did not report the incident injury promptly, or in other word's it may have happened somewhere outside of the workplace. Now the worker has to wait for surgery which could be several months. The worker receives no assistance from WCB, and the worker will have to appeal the WCB decision denying the claim, which will also take several months.

The employer as it has in many occasion's will support the WCB decision denying the claim. The employer will argue either in writing or at an oral hearing that the claim should not be accepted because it was not reported in a timely way. The worker has surgery and misses months of work, again no WCB coverage. The worker ends up with lifetime problems. The worker loses their appeal to WCB. The worker loses thousands of dollars and possibly their job.

All of this because of not reporting to first-aid and reporting an injury.

Don't roll the dice, always report to first-aid and make a record of your injury. No matter how minor

YOUR FUTURE MAY DEPEND ON IT!

Article from Andrew Klapp

Fellow Union Brothers and Sisters, as many of you are aware I am currently a Mayoral candidate in Elkford. My hope is to expand my political knowledge and bring the needs of our community to the forefront again. My platform is based around the motto "Fresh Ideas For the Future Of Elkford." We need to bring the citizen of Elkford back into the decision making process for this community and take the time to listen. I feel strongly that our current issues are the lack of affordable rental properties in town, the complete absence of programming both for adults, youth and children, and the difficult task of enticing new business to Elkford. The time is now, please voice your opinions and vote to make ch



Union Representation (When Do I Need IT?)

Our Collective Agreement (CBA) allows for Union representation for certain circumstances. Firstly, Article 7.03 contemplates that a variety of disputes or complaints may arise from time to time. You should talk to your immediate supervisor and hopefully resolve the issue. If you cannot reach a resolve a Shop Steward should be contacted as soon as possible so that they can provide advice and meet with a member of management to discuss the complaint or dispute.

*When discipline is being contemplated by management, you have the right to Union representation; management **must** offer you the option of having a Shop Steward present.*

It has been our experience that all workers who face a possible disciplinary meeting should always exercise their right to representation. The Shop Steward is there to advocate on your behalf, they will have knowledge of similar incidents and the past practice.

They will make sure the issues are properly identified up front and have the opportunity to provide you guidance. Sometimes, the issues are clear and the Shop Steward will make sure that notes are taken to reflect the meetings discussions. In many cases, the Shop Steward will be able to provide argument and ask questions on matters that you did not think of.

The right to representation is one of the most important rights that you have so take full advantage of it, if you have any questions call us at the Union Hall. Stop by or send us an e-mail. 250-865-2223 or usw7884@telus.net.

Safety Rep School

There will be a Safety Rep School at the Union Hall on October 21st, 22nd, 23rd where our Local Union will have seven (7) attendees and Sparwood Local 9346 representing workers at Elkview will also have seven (7) attendees. This school will train new safety reps for G & I shifts. At the next school sometime early next year, we will train workers from F & H shifts, so if you are interested in becoming a Safety Rep contact the Union Hall and we will attach your name to the list.

Be sure that you want to become a Safety Rep for the Right r

Food Bank Donation

At Christmas, food bank hampers fill up quickly as people associate more readily with the season of giving. The need is equally great in the summer but contributions are fewer and farther between. The Steelworkers Humanity Fund has responded with summertime contributions totaling \$90,000.00 to food banks across Canada in communities where USW members live and work.

Don Takala, President USW Local 7884 present's Denise Sorensen of the Elkford Food Bank with a cheque, in the amount of \$1,500.00.



*There will be a 2nd Annual Food Bank Jam at the United Steelworkers Hall starting at 3pm on November 1, 2008. Live bands will start playing at 7pm. There will be door-prize's, food and refreshments, and a cash bar. Cost to enter the door, **“three (3) non- perishable food items”**. So come on out and have some fun and donate to a worth while cause.*

For more information Contact Pierre at 250-865-7329

Grievance Report

Presently the Grievance department is dealing with the following grievances.

- 1.) Unjust Drug Testing*
- 2.) Termination for refusing a Drug Test*
- 3.) Termination for a Positive Drug Test*
- 4.) Unjust Discipline's for Parking Early*
- 5.) Unjust Discipline for getting on the bus before 7*
- 6.) Unjust Discipline for Abusive Conduct*
- 7.) Unjust Discipline for equipment damage*
- 8.) Overtime given to Contractors and not offered to our Members Note; A one day hearing has taken place and we are hoping to schedule dates as soon as possible to address the grievance.*
- 9.) Overtime Distribution*
- 10.) Reporting of Contractors*

We are presently meeting with the Company to see if a resolve to these issues is possible.

As all these cases have potential to end up in arbitration, we would request that anyone wanting a better description of the above, drop into the Union Hall or give us a call.

We are also waiting for dates in which we are assisting a member in small claims court with a dispute on Sickness & Accident Benefits. Small claims allows for a claim up to \$25,000.00

WCB REPORT

Presently we have 31 active claims with about half of them in the appeal stage.

Please, contact the Union Hall if you have a claim or need information about Workers Compensation. Do not think that your injury will go away, report it to First Aid and Contact us at the Union Hall. It can take a long time to overturn simple mistakes.

250-865-2223 or usw7884@telus.net

Tunnel Vision

On or around 6.30, October the 2nd the main potable water line feeding the mine-site was damaged by a backhoe digging in an area where there was to be no water lines, but there was, and a 14 inch potable water line was damaged and all potable water had to be shut-off.

The Company was so focused on getting the water line repaired and water in the potable tanks, that they did a very sloppy job at attending the needs of the employees.

Graham and I met with the Company around 11am on Friday morning and suggested they get water and cleaning supply's in the dry, porta- potties, paper coveralls, and most importantly get all the toilets in the maintenance dept and dry area sucked out as they were full and stinking. Well you were there, was any of this done. We know the toilets were not sucked out until after the line was repaired and they were pressuring up the water system on Sunday, so workers had to endure the unsanitary stink for more than two days while coming on and off shift.

They even forgot a cardinal Safety rule, and that was to lock out your piece of equipment before you work on it, the potable water pumps were not locked out.

Workers were repairing the water pipe in an area where if someone in the control room pushed the pump start there could have been very serious consequences to the workers repairing the potable water line.

Pension Seminar

One of our members contacted me and requested that we bring in our Pension Lawyer to outline our Pension Plan, and have a Question and Answer Period with our Membership. If you are unfamiliar with how your Pension Plan work's including indexing, bridging, early retirement, survivor benefit, you should attend one of these meetings.

There will be two (2) meetings a day scheduled at 9am and 8pm on November 18th, 19th, 20th 2008

Compassionate Care Leave

In 2006, the Provincial government introduced amendments to the Employment Standards Act providing compassionate care leave for employees. This legislation serves as a complement to federal legislation providing employment insurance benefits for compassionate care leave.

The proposed amendments provide for up to 8 weeks of unpaid leave to provide care or support to an ailing family member. The family member must be suffering from a serious medical condition posing a significant risk of death within 26 weeks of the earlier of the date of the certificate or the date the leave commenced. In order to qualify for the leave, the employee must produce a certificate from a medical practitioner confirming the family member's medical condition and imminent risk of death. The certificate must be provided to the employer "as soon as practicable". For the purposes of the Employment Standards Act, a family member means a member of the employee's immediate family. This includes the employee's spouse, child, parent, guardian, sibling, grandchild or grandparent. It can also include any other person living with the employee as a member of the employee's family.

Compassionate care leave must be taken in units of at least one week in length. The entitlement to the 8 weeks of leave expires at the end of the 26 week period mentioned above. If the family member does not die during the 26 week period, however, the employee may take a further leave after obtaining a new certificate.

Employees who are taking an unpaid compassionate care leave may apply for E.I. benefits during the leave, it provides for up to six weeks of wage replacement benefits for the employee who must take unpaid time off work to care for a family member with a serious medical condition. There is a two week waiting period for the benefits to commence.

There are certain procedural requirements which must be met in order to qualify to receive E.I. benefits during the leave. Similar to the BC legislation, a doctor must issue a certificate stating that the family member has a serious illness, there is a risk of death within 26 weeks, and the person requires a family member to provide care or support.

Care or support is defined in the E.I. Act as providing psychological or emotional support, arranging for outside care, or directly providing or participating in the care. Compassionate leave benefits can be split among family members of the family, although each must apply individually. If you require further information on Compassionate Care Leave contact the Union Hall for assistance.

Dangerous Occurrences

*With all the new employee's and increased production, accidents, incidents, and Dangerous Occurrences are on the rise. No one intends on having an accident, but accidents happen. Our responsibility is to reduce the frequency rate of accidents on the mine-site to zero. I have always said education and training is the key to accident prevention. The safety triangle, commonly known as the safety pyramid was originated in 1931 by H.W. Heinrich, widely accepted for over 70 years, the safety triangle serves to illustrate Heinrich's theory of accident causation: unsafe acts lead to minor injuries and, over time, to major injury, to fatalities. The accident pyramid proposes that for every 300 unsafe acts there are 29 minor injuries and one major injury. If you are nervous while driving, having problems or concerns about your ability, you may need further training, or you may need to be accommodated into another job. Don't ever be afraid to ask a question or ask for help. Here are a few of the **"Many"** Dangerous Occurrences that have occurred this year.*

- 1.) Grader backed into the path of oncoming haul truck, truck driver swerved to avoid the grader, the truck struck the berm on the right side and struck the grader on the left side.*
- 2.) Worker was pushing rock with dozer, worker backed up and went over the high wall.*
- 3.) Haul truck entered a corner that had just been watered, slid into berm on right side, bounced across the haul road, bounced off berm on left side and rolled over onto its side.*
- 4.) Spoil dozer dumped a haul truck over spoil, 30 seconds after the truck left the berm took off in about 80-90 ft long stretch and about 10 ft back from berm, and dropped about 12 feet down, there was no indication of spoil settling on high monitor rates.*
- 5.) Haul truck marshaled next to two other trucks on the spoil, he drove past on his left side and backed in with the two haul trucks on his right side, while backing in the box of his truck struck the cab of the other haul truck, in which the operator was on the deck cleaning the windows.*
- 6.) An electrician was performing work in high voltage cabinets on a 4100 shovel, the wiring had previously been disconnected for work on the transformer. During the previous night shift the high voltage had been re-connected but not recorded, nor was the information relayed to dayshift. The electrician on dayshift stuck his hand in the high voltage cabinet thinking the power was still disconnected and received an electrical shock of 7200 volts and received electrical burns to his left index finger. The worker was extricated from the shovel house by mine rescue and transported to hospital via ambulance, and was hospitalized for observation.*

Please be careful, winter is coming and you need to slow down, be extra careful, and continually watch your surroundings, ask for help if you need it, and senior operators should be helping out the junior people by making suggestions, ask them if they need help, don't watch unsafe acts without getting involved. All of noted accidents had the potential for very serious injury, we just got lucky.

