

FEBRUARY 27, 2007

CAW  TCA  
LOCAL 2200

***NEWSLETTER***  
***FEBRUARY 2007***



**Empty OTC from the Control Room**

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Local 2200

Executive Board

**President**  
Joe Elworthy

**Financial Sec.**  
Al Fotheringham

**1<sup>st</sup> Vice President**  
Rick Yelland

**2<sup>nd</sup> Vice President**  
Bruce Harding

**Recording Sec**  
Travis Harrison

**BTC**  
Bruce Rhyness

**HFM**  
Mike Melo  
&  
Chris Saranchuk

**NVTC**  
Paul Burritt

**OTC**  
Gerry Grant &  
Al Chitty

**PTC**  
Garry Morrow

**RTC**  
Art Froese

**STC**  
Gord Robertson

**TROLLEY  
OVERHEAD**  
Miles McClenaghan

**FACILITIES  
MAINTENANCE**  
Jerry Watson

## President's Report

### Caw Local 2200 Executive Board Changes

There are a number of changes to the make-up of the Local Union Executive Board this year with many younger activists and stewards being successful in election bids. Whilst these younger members may be new to the workings of the Executive Board, and the role and responsibilities that go with the position of Executive Officers, they have all been involved in the Local Union in various capacities.

Most have attended Union Education Programs at the CAW Family Education Centre at Port Elgin (Ont) and elsewhere and have held other positions in the Union prior to their election. I know you will all join with me in welcoming these members as Executive Officers of our Local Union.

### Appreciating Those Who Have Served

As we welcome these newer members to the Board, it presents an opportune time to reflect on the achievements of the exiting Executive Officers, many of who have served our membership with commitment and dedication for several years. These officers have sacrificed a lot of their time and energy in carrying out their duties and responsibilities, which is part and parcel of holding an Executive Officer's position in the Union. On behalf of the entire membership of Local 2200 I thank them for their commendable efforts. I'm sure they will continue to remain active in the Union and continue to work for the membership, in the months and years ahead.

To Sister **Eva Montgomerie** (former 2<sup>nd</sup> VP, SeaBus), we owe our gratitude for the enormous, formidable tasks she has achieved in her term of office. Her work, for the SeaBus members, on resolutions to issues that have been unresolved for decades will be her legacy, including achieving a 75hr pensionable pay period. Her achievements are well documented in the many Letters of Agreement entered into; grievance resolutions and settlements; and Union and Company policy changes; and many other initiatives that she spearheaded in her term as SeaBus VP. Her three years as an Executive Officer, as the sole woman on the Board, must have presented some daunting challenges, at times. I know she will continue to work on behalf of the membership for justice, equity and fairness, in whatever capacity she so chooses.



**Local 2200 Newsletter is an open forum for the Membership to discuss and explore issues of our workplace and Union. Letters and unsolicited manuscripts are encouraged. Articles and opinions published in this Newsletter do not necessarily reflect CAW Policy.**

## Pres Report Cont...

To **Mike Smith**, (former Recording Secretary) and long time serving member of our Local Union Executive Board, predating our CAW days, we also owe thanks, for the great work and tenacity (his hallmark) on issues so important to the membership. Mike continues the important work of the Health and Safety Officer and other representation work, including Apprenticeship Committee and WCB. He will continue to be active for some time to come and there is no doubt that he will return to an executive role, at a future date, especially given his youth and vigor.

To **Keith Poisson** who has been a loyal, hard working Executive Board member, representing Fleet Overhaul (FOH) since we joined the CAW in February 2000 (and perhaps longer), we owe our thanks and gratitude. Keith worked tirelessly and passionately for the members he represented and the issues he believes in. He undertook many difficult, thankless tasks and, in my view, is a model on how to skillfully resolve workplace issues through successful negotiating techniques and a “self learned leadership style” that has served the membership well. Keith continues to serve the FOH membership as a Steward, Apprenticeship Committee, Pension Committee, and, of course, President of the Vancouver & Area Skilled Trades Council. He will be a useful resource to the newly elected Property Representatives at FOH (Mike Melo and Chris Saranchuk).



To **Steve Waight**, (former Property Rep, FOH), who decided to step aside from Executive Officer duties and not seek re-election, after serving, with excellence, the membership for the past year. Steve will continue to work as Workplace Conflict (and Harassment) Advisor, an area of special interest and ability for him. He will also be a useful resource to the membership and Officers of the Local Union and there is never a shortage of need in this area.

Over the years we have witnessed the departure from Executive Office of so many fine Union Officers and Activists, that to name a few would be to exclude the many. However, the more recent departures of Executive Board members; **Ian Morrison; Steve Moon; and Tim Snider**, warrants commendation for their commitment to the Union over many years and their continued activism and dedication stands as a testimony to all that we have achieved and will continue to achieve together.

I would like to take this opportunity to publicly congratulate the newly elected Executive Officers of our Local Union. I am confident that we will continue with the great work of representation and servicing that the Local 2200 membership have come to expect. And, whilst representation and servicing, at their constituent bases (property level) from which Executive Officers are elected, is important, leadership and direction for the entire membership, at the Executive level of our Local Union, is paramount.



Pres Report Cont...

**List of the CAW Local 2200 Executive Board (16 members).**

**(Elected for a Three Year Term Of Office, Ending December 31, 2009)**

**President, Joe Elworthy (Union Phone 604-328-8724)**  
**Financial Secretary, Al Fotheringham (Union Phone 604-813-0457)**  
**Recording Secretary, Travis Harrison (Union Phone 604-314-5212)**  
**1<sup>st</sup> Vice President, Rick Yelland (Union Phone 604-813-3585)**  
**2<sup>nd</sup> Vice President (SeaBus), Bruce Harding**

**(Elected for a One Year Term of Office)**

**BTC (North and South Garage): Bruce Rhyness**

**FOH: Mike Melo & Chris Saranchuk**

**Facilities Mtc.: Jerry Watson**

**NVTC: Paul Burritt**

**VTC (Day Shift): Al Chitty**

**VTC (Afternoon & Graveyard): Gerry Grant**

**PCTC: Gary (Radar) Morrow**

**RTC: Art Froese**

**STC: Gord Robertson**

**Trolley Over-Head: Miles McClenaghan**

**Stewards and Health & Safety Reps. Elections**

By the time of publication of this issue, the Property Reps. will have the Shop Stewards and Health & Safety Reps. in position, from their respective properties. Once in place, I will endeavour to attend every property to meet with the Stewards and H&S Reps - subject to bargaining schedules permitting. We will work with the Property Reps. to put on brief orientation seminars to assist the stewards and H&S Reps. with understanding their role and responsibility and draw to their attention the education, support and guidance that is available to them, as Officers of the union. We have always maintained that the Shop Stewards are the "back bone" of our union and should be treated with the utmost respect and gratitude by their fellow workers and the management team that they deal with.

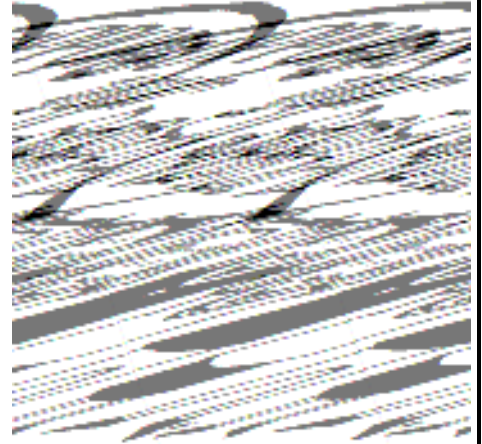
***“the Shop Stewards are  
the “back bone” of our  
union”***

**Report Submitted by: Joe Elworthy, President**

## Collective Bargaining

The Joint Bargaining Committee (CAW Local 111 & 2200) have been posting regular Bargaining Bulletin Updates, since our first meeting with the Company (CMBC) Bargaining Team, on January 8<sup>th</sup>. I cannot comment further on the details of the status of progress and developments, for reasons of protocol and an agreed-to “Media Blackout” by both the Union and the Company. However, I can make some general comments on progress of the “bargaining process” that we have currently adopted and how the process works, compared to the processes used in the past two rounds of bargaining (2001 and 2004).

This may be of interest to the newer members of our Union and helpful in understanding the bargaining process and the environment in which we conduct bargaining. Hopefully it will also be an interesting read (reminder) and analogy, for those members who have been around for many years and through many sets of bargaining, as most of us have.



### Bargaining As A Chess Game

Some analysts compare the bargaining process to a game of chess. For example, there is always some uncertainty as to who is on the Offence (White) and who is on the Defence (Black). As with any well strategized chess game, the requirement for both offensive and defensive positioning can change, as the game progresses and develops.

The opening moves are rather basic and standardized and ultimately involve resetting the chess board and positioning yourself to the best advantage. In Bargaining Terms, that means preparing and presenting a package of proposals that will contrast and counter the opposition’s proposals. Being able to see and plan many moves ahead is a key to remaining in the game. As the game progresses the board can become very “cluttered”. Sometimes pieces have to be sacrificed to improve your position, or to defend your position, or to open up the game. Usually pawns in the opening stages of the game.

In bargaining terms, this can mean the agreement, withdrawal or solidifying of “Non-monetary Issues” (Pawns) that are more usually language inclusions, that either party propose and debate extensively. As with chess, at some time or other, each side has to make a move and counter-move and have several moves planned ahead.

When the game moves into Middle Game, major pieces are either lost or sacrificed, in order to hold the best position. An error at this stage can mean Game Over or loss of position, so tension and caution build up to a frenzy. Psychological warfare generally ensues and emotional control is paramount to cool decision making. There will be much “toing and froing” (in chess terms, Check and counter-Check) from attack to defence as the anxiety heightens and the game speeds up. Both sides will want to have enough pieces left on the board to win respectably (Check Mate) and not have the game degenerate to a “debacle”. A “Strike...” in industrial relations terms!



The End Game requires a very special understanding of options and closure. Extreme caution and a cool temperament must be exercised. Total concentration and intellectual astuteness are required, whether playing offence or defence. Checkmate...leaves the opponent with no moves left to make (the King is toppled over demonstrably) and the game is over.

In the bargaining process, as with a chess game, you are always playing and thinking both offensive and defensive strategies. If both sides are on top of their game, they can both come out feeling good about the result, and winning and loosing are for others to determine.

## Bargaining Cont...

The game of chess can end in many ways, from a Draw (tied game, not un-common, no winner or loser); a Stalemate situation (a bit like a Draw Game, called an Impasse in bargaining terms); to winning or loosing (Checkmate). Bargaining, like a chess game, can resolve itself where both sides come away satisfied with their achievements.

In collective bargaining, the Union wants to come away with a collective agreement that addresses the concerns of the membership on the key issues of improvement in wages, benefits and working conditions. The Company wants to come away with enough improvements and incentive to manage and operate the bus system in a healthy industrial relations climate for the duration of the agreement with the lowest costs possible.

The amount of money that is available to argue over, can be limited by what the market will sustain and the public can swallow on taxation, fare increase and other funding arrangements. How that money is allocated, and how much is available for allocation, can often be the deciding factor in whether the game becomes a debacle (ending in a strike or lock-out) or an acceptable “draw”, agreeable to both sides. In the case of a draw, they can both go back to their “real master” (the Company committee to the Board of Directors and the Union committee to the Membership) with a resolve that they may (or may not) recommend. For the Union, the membership will decide if the resolve is acceptable by voting for the recommendation of the bargaining committee or voting against the recommendation.



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The membership will vote to approve any proposed settlement agreement (MOA) if they are satisfied, or vote against it and take a Strike Vote, if they are not satisfied. The Strike Vote will give the Bargaining Committee a mandate to go back to the bargaining table with some “clout”, that is, the withdrawal of labour. This was the case in the recent CUPE 7000 (SkyTrain) settlement, whereby the membership narrowly voted against the recommendation of the bargaining committee and voted by 94% to take strike action. That process eventually required a Mediated Settlement that recommended tweaking some benefits (STD) and was narrowly approved by a membership vote.

**So what makes “this round” of bargaining (2007) different from the previous “two rounds” (2001 and 2004), as CAW Union Members and Employees of Coast Mountain Bus Company (A subsidiary of TransLink, GVTA)?**

**As a member of the Joint Union Bargaining Committee of Locals 111 and 2200, for both previous rounds, I offer the following comparative analysis.**

### Round One 2001 / The Great Strike

In 2001, both the Union and the Company were just recovering from a “hangover”, that was a result of a change in Governance from a Crown Corp. (BC Transit, 1999) to a subsidiary of the GVTA (CMBC). The Coast Mountain Bus Company (CMBC), a shell Company that owns nothing and is charged with the responsibility of operating and maintaining the bus system (and SeaBus operations) in the Vancouver, Lower Mainland Area, was still unsure if they were the “true employer” or not (the “True Employer” court case was still ongoing).

The Union, for its part, was emerging from one of the most gut wrenching internal battles in the history of the Independent Canadian Labour Movement, with a move (merger, raid or whatever one wants to call it), by a very close vote, from a small penniless Independent Canadian Transit Union (ICTU) to the largest, wealthiest and most powerful Private Sector Union in Canada, the CAW.



## Bargaining Cont...

The Company wanted to “beat-own” the Union, know for its strength in bargaining, with major concessions that they tabled (especially, part-time operators) and maintained were needed, to be a “World Class” Transit Company.

To this extent, they were aided and abetted by the TransLink Board of Directors (GVTA) and some “lackey politicians”, who were later to be dealt with by the public and thrown out of office. The CEO of the Bus Company would also, later “move-on”, back to the US where he was recruited from and likely received a “golden parachute” exit, that was common at that time.

The Union members were buoyant with their New CAW Union, with a healthy \$50 million strike fund and “bargaining power” and “know-how” that seemed like a dream. United in solidarity, like never before (save perhaps the 1984, three month strike, under the new union at that time ICTU), and ready to do battle. “On into the valley of death...” we rode. And do battle we did... for four months... never broke solidarity... stuck together... shoulder to shoulder, strike pay rolling in at \$200 a week. Eventually, after a failed mediation, where the Employer refused to accept the terms recommended by mediator, Vince Ready, the newly elected Liberal Government, in it’s first piece of legislation, ordered the Union “back to work”, essentially under mediator Ready’s Terms of Recommendation for Settlement that included a Binding Arbitration process, that would see the introduction of Part-Time Operators in the Community Shuttle Bus appendix to the collective agreement (The Adams Award).

### Round Two / Bargaining 2004 Interest Based Bargaining & Special Issues Resolution Committee Roll the clock forward to 2003.

*“And do battle we did... for four months... never broke solidarity... stuck together... shoulder to shoulder, strike pay rolling in at \$200 a week.”*

The Broader Public Sector bargaining committees (especially the BCGEU, the largest) became very concerned with the politics and economics of the day and succumbed to the Liberal Government pressure of “wage freezes” with a “role-over” collective agreement **and zero increases for two years**. This was agreed to in 2003, prior to the expiry of the majority of collective agreements in the Public Sector, in 2004.

The CAW Bargaining Committee (Locals 111 & 2200) was now faced with the folding and roll-over by the Broader Public Sector Unions and the end to any possibility of a General Strike, to back-up our demands. Further to this, we had a membership that was still recovering from the hardship of the 2001 Great Transit Strike (four month strike).

There was also the threat and the possibility that more Community Shuttle Bus contracts would go to the private sector. Faced with this daunting landscape, the Chairs of the CAW Bargaining Committee (Don MacLeod & myself, Joe Elworthy) and the CAW National Area Director (Anne Davidson) set down with senior members of the TransLink Board and CMBC and agreed to an Exclusive Service Provider Agreement for all future Community Shuttle Bus contracts, subject to the CAW and CMBC having a collective agreement in place by the 2003 year-end.

Thus we entered into an early agreement that provided for wage increases of 2.5%, 2.5% and 3%, equal to 8%, in a three year agreement (the highest public sector agreement in BC) which was ratified by a membership vote of 77% in November 2003. Outstanding issues would go to the Special Issues Resolutions Committee (SIRC) and there would be no strike or lock-out for the duration of the agreement expiring on March 31<sup>st</sup>, 2007.

## Bargaining Cont...

### 2007 Bargaining...Roll the clock forward to 2007.

With a completely new bargaining committee elected in 2004, by the membership of CAW Local 111 (Transit Operators, for the benefit of our newer members), and a mandate to improve the wages, benefits and conditions of Transit Operators and regain some of the losses from the 2001 Binding Arbitration (Adams Award), at this round of bargaining, the Joint Bargaining Committee (Both Locals 111 & 2200) determined that the best approach to resolving outstanding issues and making improvements was by means of a “Traditional Bargaining” process.

The Local 2200 Bargaining Committee (myself – Joe Elworthy, Rick Yelland and Al Fotheringham) were all re-elected/acclaimed in 2006 and mandated to get the best possible settlement with a significant monetary improvement for our membership and a Market Adjustment for the Skilled Trades. If it was to be “Traditional Bargaining”, so be it. There are pros and cons to all types of bargaining and no two sets of bargaining, in my experience, are the same.

This Traditional Bargaining is oft times referred to by some as the “Hurry up and wait...” approach. There tends to be less of the “hurry up...” and more of the “wait...” in the early stages, similar to the bargaining chess game (Opening Game analogy, analogized above). There is lots of discussion on the non-monetary proposals by both sides. Sub-Committees have been meeting and reporting back, as reported in the Bargaining Bulletins. At some point, in the not too distant future, things will ratchet-up a notch or two, as we enter into the bargaining/chess Middle Game, analogized above. Not exactly the stuff that the documentary film on CAW bargaining with the Big Three “Final Offer”, or the book “Hard Bargaining”, are made from. It has to be remembered that when the public is paying the wages and benefits, it’s very much Public Sector Bargaining approaches that apply and it should never be compared to the Private Sector process where economic pressure can be the “clout” that matters. This was the lesson learned by the CAW National Union in 2001 when the strike was called and TransLink made money every day it lasted. The strike cost the CAW many millions of dollars also (reported to be \$15 million).

Unlike the previous round of bargaining, this “traditional bargaining” process does not allow for much participation by Local Union Executive Officers. Debate and discussion and is limited to members of the Bargaining Committee. This is rather unfortunate, as the possibility of introducing upcoming activists to the bargaining process is limited and continuity at the bargaining table for future rounds can be in-valuable. Communication also becomes more important, as there are fewer activists involved in the process. The CAW National Union provides expertise as required, if required.

Most of the Sub-Committees will be “wrapping-up” over the next two weeks and there are not many meetings scheduled until the first week of March. By then, all of the non-monetary issues will have been fully canvassed; resolved; withdrawn; or held for discussion and resolution at a later date. On Wednesday, February 21<sup>st</sup>, the Maintenance (“M” Section) non-monetary issues were just about “wrapped-up”, as per above. There are a few SeaBus (“S” Section) issues that still remain to be canvassed fully. The Equity (Harassment etc.) Sub-Committee is also close to a wrap-up, as per above. The Return To Work, Rehabilitation and Substance Use Disorder, Sub-Committee (all in one committee) is scheduled to meet on February 27<sup>th</sup>, to canvass the issues and work on housekeeping and language improvements of some of the Letters of Understanding that have been in the agreement for many years and require updating. The Operators (“O” Section, non-monetary) Sub-Committee still have some meetings scheduled and General Section, non-monetary issues are expected to be wrapped-up by the first week in March. As stated previously, not all of the issues will be resolved and some will be “held” for later discussion and prioritizing.



**Bargaining Cont...**

As the final month, of our current collective agreement, approaches and bargaining moves into the next and final phase, membership support will be crucial. Keep well informed by reading the bulletins, Union Web Site and talking to your executive officers. Familiarize yourselves with the economic reality and the patterns that are being set in British Columbia and elsewhere.

It is not possible to predict what the outcome of the process will be. What is hoped for, by the Joint Bargaining Committee, is that by March 31<sup>st</sup>, 2007, a "Memorandum Of Agreement" can be entered into, that reasonably meets the needs and expectations of all of the 3,800 CAW Locals 111 & 2200 members covered by the agreement.

Regular "Bargaining Bulletins" will continue be posted at all properties and on the "Web Site" ([caw2200.ca](http://caw2200.ca)). Special membership meetings will be called, as required, to take direction. As reported in the previous edition of the Newsletter, "Bargaining Clout" may ultimately be what will decide our success at the end of the day. And, whereas, the memory of the 2001 strike may still be very vivid in the minds of many of our members, we have to be prepared to do whatever it takes to ensure we achieve our goals and what we justifiably deserve and are entitled to, in the current economic climate.

Submitted By, Joe Elworthy



**Hockey Makes Bruce and Ted Sleepy**



**SUMMARY: SEMI ANNUAL AUDIT REPORT**  
**FOR THE PERIOD ENDING DECEMBER 31<sup>st</sup> 2006**

The Trustees of the CAW Local 2200 Union respectfully submit the following Written Report for adoption by the Local Union Membership and the CAW National Union, Secretary Treasurer.

**General Comments**

As required by the CAW Constitution the Local Union Trustees are obliged to complete the “Form A-226-86, Trustees Semi-Annual Audit Report”, which is a detailed account of all Income and Expenditures of the Local Union for the six month period specified, (July 1<sup>st</sup> – Dec 31<sup>st</sup> 2006).

**The Books & Records**

We find the bookkeeping, record keeping and accounting practices employed by the Officers responsible, for the CAW Local 2200 Union funds, to be accurate, honest, open and commendable. The preparation for the audit was timely and of good assistance to the Trustees in preparing this report.

**Conclusion:**

The financial position of the Local Union seems to be very positive and the finances appear to be managed and controlled in a responsible and prudent manner, by the Officers and Executive of the Local Union.

**ALL FUNDS BALANCE, FOR PERIOD DECEMBER 31<sup>st</sup> 2006**

PREVIOUS BALANCE	JUNE 30	2006	\$339,973.36
TOTAL INCOME			\$397,436.78
TOTAL BALANCE			<b>\$737,410.14</b>
TOTAL EXPENDITURE			-\$364,125.81
BALANCE FOR PERIOD	DEC. 31 <sup>st</sup>	2006	<b>\$373,284.33</b>

**Recommendations / Summary:**

**Term Deposit Investment**

An investment was made, to the order of \$200,000.00, to a one-year term deposit.

**Categorizing of Bargaining Costs**

Local 2200 collective bargaining process began during the period of July – December, 2006, and there are some associated costs as a result. We recommend the continuation of separate categorizing of all collective bargaining costs be kept.

**Salary Review Committee** Local 2200 Bylaws, Article 5.06, Local 2200 Full-Time Officers,

The Salary Review Committee last met on November 8<sup>th</sup>, 2001. We recommend this Committee be called to meet, as required in the bylaws.

**Total of Four (4) Trustees**

We recommend the consideration of establishing a Trustees’ Education Policy, for to uphold the continued integrity of the Trusteeship of the Local Union, into the future.

*Respectfully Submitted By The CAW Local 2200 Trustees:*

*To The Local 2200 General Membership & the CAW National Secretary Treasurer*

**BOB BEDFORD   PAUL BURRITT   TRAVIS HARRISON   MIKE MELO**

**LTD Over Contribution:**  
**Trustees Petition BC Supreme Court for Approval of Resolution**

**Summary Of The Petition**



The Trustees of the Transit Trust shall make payments from the Transit Trust to those members of CAW Local 2200 who over-contributed to the Transit Trust for LTD Plan coverage during the period January 1, 1989 to April 30, 2005 on account of those members having worked a modified work schedule in any of those years.

The Trustees shall attempt to notify current and former CAW Local 2200 members of the repayment process by: posting the notice to the Petition at the offices of the CAW Local 2200 from the date the order is entered until the end of the Claims Period (defined below); and advertising the notice (“Newspaper Notice”) in the legal section of the Vancouver Sun and Province newspapers for a period of one week.

The Trustees have applied to keep a claims period open for a period of 18 (eighteen) months from the last date the Newspaper Notice is advertised in the Vancouver Sun and Province newspapers.

During the Claims Period current and former CAW Local 2200 members may submit requests for repayment from the Transit Trust using the Claim Form along with proof satisfactory to the Trustees of the claimant’s employment history that supports his or her claim.

Upon receiving proof satisfactory to the Trustees of a claimant’s employment history that supports his or her claim for repayment, the Trustees shall determine the amount owing to the claimant using a Repayment Matrix and pay the appropriate amount to the claimant from the CAW Account.

For the purposes of determining whether a claim for repayment from the Transit Trust is valid, the Trustee shall treat employment records of the Coast Mountain Bus Company (the “Bus Company”) as conclusive proof of a claimant’s employment history.

All claims submitted to the Trustees during the Claims Period, regardless of when those claims are ultimately resolved, will be considered by the Trustees.

***“the Trustee shall treat employment records of the Coast Mountain Bus Company (the “Bus Company”) as conclusive proof of a claimant’s employment history.”***

Payments made in accordance with the Repayment Matrix will be adjusted for interest from January 1, 2006 to the last day of the month preceding the month in which payment is made, at the rate of 5% per annum calculated and compounded annually.

The Trustees will make payments from the CAW LTD Account among current and former CAW Local 2200 members entitled to them.

The Trustees are not liable to make payments from the CAW LTD Account or otherwise in respect of over contributions to the Transit Trust for LTD Plan coverage to any person who makes a claim for repayment after the expiration of the Claims Period.

LTD Cont...

## **Summary Of The Facts Upon Which The Petition Is Based**

### **History of the Transit Trust and the LTD Plan**

On February 7, 1984, the Transit Employees' Health and Benefit Trust (the "Transit Trust") was created, originally to provide various life insurance, disability and health care benefits to employees of BC Transit. The Transit Trust now provides these benefits to employees of BC Transit, Coast Mountain Bus Company ("Bus Company") and TransLink.

One of the plans the Trustees administer is the Long Term Disability Plan (the "LTD Plan") which provides long term disability benefits to members of CAW Local 111 and CAW Local 2200 (collectively the "CAW Members") who meet the eligibility criteria set out in the LTD Plan. The LTD Plan is and always has been an employee funded plan. Contributions to fund the LTD Plan are made by CAW Members rather than by the Bus Company, which is now the sole employer of the CAW Members.

The Trustees determine the contribution rate to be used to calculate the contributions payable by those covered by the LTD Plan. At regular intervals, and with the assistance of actuarial consultants, the Trustees determine the applicable contribution rate, expressed as a percentage of each CAW Member's earnings. The Trustees do not receive, nor do they require, a detailed breakdown of the LTD Plan contributions made on behalf of each CAW Member and how those contributions were calculated. The Trustees only receive specific information about a particular individual covered by the LTD Plan if he or she makes a claim for benefits from that plan. The result is that the Trustees are unable to determine which individual CAW Members have contributed for LTD Plan coverage or the amount of their contributions.

### **Over-Contributions to the Transit Trust**

Most CAW Members work a standard schedule of 75 hours every two weeks. However, in 1989, some CAW Members working on the SeaBus began working a modified work week whereby they were compensated for 70 hours every two weeks. Further, by 1995 various CAW Members working in Maintenance began working modified work schedules. These employees worked 72 hours every two weeks rather than the standard 75 hours every two weeks.

In 2004 the Trustees discovered that SeaBus CAW Members who worked a modified work week paid higher contributions for LTD Plan coverage than they should have because their contributions were based upon the standard work schedule (75 hours every two weeks) rather than their modified work schedule. The Trustees discovered that a similar error was made in respect of the contributions paid by some CAW Members working in Maintenance for LTD Plan coverage.

When the Trustees discovered the error they took steps to investigate the issue, remedy it on a go-forward basis and then address the issue of the over-contributions that were made to the Transit Trust for LTD Plan coverage.

At their September 4, 2004 meeting the Trustees established a "Contributions Sub-Committee" made up of the Chair, Secretary and one other member of the Board of Trustees to review the contributions that are and have been made by CAW Members for LTD Plan coverage.

On May 4, 2005 the Contributions Sub-Committee approved Contribution Direction No. 1, from the Trustees to the Bus Company clarifying how to calculate the contributions that must be deducted and remitted in respect of CAW Local 2200 members for coverage under the LTD Plan in light of the various work schedules.

The Trustees then considered the historical over-contributions to the Transit Trust for LTD Plan coverage (and specifically the CAW Account which is notionally separate within the Transit Trust Fund). The Trustees reviewed the relevant collective agreements that have been in effect since 1989 when modified work weeks were first negotiated during the collective bargaining process. The relevant collective agreements set out which job categories offer a modified work week and the hourly rate payable to each person in those job categories.

**LTD Cont...****By reviewing the collective agreements the Trustees determined the following:**

- The error in the contributions calculated for LTD Plan coverage was only made in respect of some CAW Members working modified work schedules, all of whom were or are members of CAW Local 2200.
- Though other CAW Members have and do work modified schedules, their contributions for LTD Plan coverage were calculated correctly.
- Between 1989 and 1992 inclusive, only SeaBus employees worked a modified work schedule and they were compensated for 70 rather than 75 hours every two weeks.
- By 1995, some CAW members in certain job categories within Maintenance began working modified work schedules.
- All persons within Maintenance who worked a modified work schedule and who over-contributed for LTD Plan coverage worked 72 hours every two weeks rather than the standard 75 hours every two weeks.
- The actual long term disability benefits paid to CAW Local 2200 members who worked a modified work schedule (whether they were SeaBus or Maintenance employees) were properly calculated in that they were based on their modified work schedule hours, not the standard work schedule hours.
- The Bus Company (and before the Bus Company, BC Transit) forwards its employees' contributions for LTD Plan coverage in instalments that do not identify any individual employee. Therefore, the Transit Trustees cannot say which CAW Local 2200 members over-contributed to the Transit Trust and by how much.

Relying upon some basic assumptions, including the assumption that each of the affected individuals worked in the relevant positions for an entire year, the Trustees determined the amount that would have been over-contributed in a given year by an individual working a particular modified work schedule during that year, based on the contribution rate for that year, and the hourly rates of pay in effect in that year. In order to calculate these amounts the Trustees calculated the difference between:

- the amount that should have been contributed by each modified work schedule employee in each job category for each relevant year (between 1989 and 2005 when the error was corrected) given the contribution rate, the hours such an employee would have actually worked and the bargained rates of pay; and
- the amount that was actually contributed by each modified work schedule employee in the main job categories for each relevant year given the contribution rate, the standard work week of 75 hours per two weeks, and the bargained rates of pay.

The Trustees then produced a spreadsheet showing each of the main job categories in which CAW Local 2200 members worked modified work schedules, and the over-contributions associated with those job categories during each relevant year. The Trustees provided the spreadsheet to Mercer Human Resource Consulting Limited ("Mercer") for review and verification. Mercer provides benefit and actuarial consultation services to the Trustees.

**LTD Cont...****The Repayment Matrix (spreadsheet or chart)**

The Trustees requested that Mercer do the following:

- review the spreadsheet and verify the formulae and contribution rates;
- determine the annual rate of return earned by the investments of the Transit Trust and if possible, the CAW Account during each of the years that over-contributions were made;
- determine the amounts to be repaid per job category and per year in light of the applicable rate of return and the over-contributions made during each year per job category;
- verify all calculations relied upon to date; and
- create the “Repayment Matrix”,

The Trustees agreed that the over-contributions should be repaid with interest and accepted Mercer’s suggestion to use the annual rate of return. Mercer reviewed the Transit Trust’s financial statements to prepare the Repayment Matrix. Between 1989 and 1996 (inclusive) the approximate rate of return applicable to the CAW Account was calculated using the investment income for the LTD Plan as a whole and the assets attributable to the CAW Account for that period of time. From 1997 onward the financial statements for the Transit Trust set out the CAW Account’s rate of return expressly. These rates were used to prepare the Repayment Matrix. Mercer used the interest rates to determine the amount to be repaid to individuals who worked in each of the main job categories for each year between 1989 and 2005, and created the Repayment Matrix using those amounts.

**Repayment Process**

The Trustees are committed to repaying the amounts that were erroneously contributed to the Transit Trust in respect of the LTD Plan. Because separate accounting records are maintained for the CAW Account any repayments made to remedy the over-contributions can be made from the CAW Account.

However, as noted above, the Trustees have little, if any, information to help them identify precisely who has over-contributed and by how much, and they also recognize that they owe fiduciary duties to all members of the Transit Trust. Each year the Trustees set the contribution rate for the LTD Plan which is based, in part, on the assets and liabilities of the CAW Account. Quantifying the liability created by the over-contribution issue will assist the Trustees set the contribution rate applicable for the CAW Members in respect of LTD Plan coverage. Further, the individual amounts to be repaid are relatively modest.

In light of the fact that:

- the Trustees cannot determine precisely who over-contributed to the Transit Trust and by how much;
- the Trustees owe fiduciary duties to all beneficiaries of the Transit Trust;
- the amounts owing to those who have over-contributed are relatively modest;

When the Petition is heard the Trustees will seek an order that current and former CAW Local 2200 members be permitted to claim repayment of their over-contributions with interest within a defined period of time, and that no claims be permitted after the end of that period.

**LTD Cont...**

The repayment process proposed by the Trustees is as follows:

1. The Trustees will attempt to notify current and former CAW Local 2200 members of the over-contributions for LTD Plan coverage and that a repayment process has been established;
2. A claims period of 18 months will be established during which time current and former CAW Local 2200 members who worked a modified work schedule between January 1, 1989 and April 30, 2005 can make a claim for repayment;
3. Claimants seeking a refund will use the claim form attached as Schedule "C" to the Petition to make their claim and will submit that claim form to the Trustees;
4. Claimants will be required to provide evidence satisfactory to the Trustees that demonstrates that they were employed in a job category that would have over-contributed to the Transit Trust for the years claimed;
5. Payments will be made out of the CAW Account in accordance with the Repayment Matrix to those who provide the evidence referred to above;
6. Payments made in accordance with the Repayment Matrix will be adjusted for interest from January 1, 2006 to the last day of the month preceding the month in which payment is made, at the rate of 5% calculated and compounded annually.

See list attached to this article

**Summarized and Submitted By:**  
**Joe Elworthy, H&B Trustee**

## **Transit Employees Health and Benefit Trust Contribution – Frequently Asked Questions**



### **1. What is the petition (the court proceeding) about?**

*Between 1989 and 2005 certain members of CAW Local 2200 who worked modified work schedules paid higher contributions for the long term disability plan (LTD Plan) than they should have because their contributions were based upon the standard work schedule (75 hours every two weeks) rather than their modified work schedule. The Trustees of the Transit Trust administer the LTD Plan. They started the court proceeding to ask the court to approve a repayment process so that the over-contributions are repaid orderly and efficiently. The CAW Local 2200 members who over-paid for coverage all worked modified work schedules (less than the standard 75 hours per pay period) but paid for LTD Plan coverage as though they worked the standard 75 hours per pay period.*

### **2. How did this happen / How did the overpayment occur?**

*It appears that when the union and employer negotiated the modified work schedule, neither side fully comprehended the impact on contributions for the LTD Plan. The schedule for SeaBus Operations changed in 1989 but a letter of agreement was not issued and the collective agreement language was not updated to reflect the change. When the schedule was changed for Maintenance, a letter of agreement was issued that spelled out the terms of the 'experiment' but the letter of agreement did not refer to how the LTD Plan contribution would be calculated. Local 2200 members use statutory holidays to make up 75 hours per pay period. As such, the system used to calculate the contributions for the LTD Plan continued to reflect hours at 75 hours per pay period as opposed to 70 (SeaBus Operations) or 72 (Maintenance).*

## FAQ Cont...

**3. I am a CAW Local 111 member who worked a modified work schedule. Did I over-contribute for LTD Plan coverage?**

*When the Trustees learned about the error they thoroughly investigated the over-contribution issue to determine who paid more for LTD Plan coverage than they should have. The Trustees determined that it was SeaBus Operations employees and employees within Maintenance (all of whom are and were CAW Local 2200 members) who over-contributed for LTD Plan coverage. Because Local 2200 members use statutory holidays to make up 75 hours per pay period they were paying a contribution rate based on 75 hours instead of the 70 or 72 hours on which benefits under the LTD Plan would be based.*

*The Trustees determined that CAW Local 111 members who worked modified work schedules paid the correct amount for their coverage under the LTD Plan.*

**4. If I received long term disability benefits between 1989 and 2005, were my benefits correct?**

*Yes. Benefits have been based on the modified work schedule hours, so the long term disability benefits were paid correctly.*

**5. How long have the Trustees been aware of the problem and how did they respond?**

*The Trustees became aware of the issue in the fall of 2004.*

*When they learned about the problem the Trustees organized a sub-committee of Trustees to investigate the problem and determine which employees were affected. The Trustees' first priority was to make sure that contributions for the LTD Plan were calculated properly from that point onward. In May 2005, after the sub-committee determined how the error occurred, the Trustees instructed the payroll administrator (Coast Mountain Bus Company) to change the calculation used to determine the LTD Plan contributions in order to reflect modified work schedules. The Trustees then began to consider how to repay the funds that were over-contributed to that date. This information was reported to the Local 2200 membership in the "Local 2200 Newsletter". Since then members have been given regular updates at meetings.*

**6. What have the Trustees done since May of 2005?**

*After making sure that the LTD Plan contributions were calculated properly from May, 2005 onwards, the Trustees then considered what to do about the over-contributions made between 1989 and May of 2005. This is a complex issue involving many parties, different pay scales, and changing contribution rates over the years. The Trustees have proceeded carefully to ensure that they identified all classes of employees that were affected and to carefully consider all options before selecting a course of action.*

*Ultimately the Trustees decided that the best approach was to first determine how much should be repaid for each main job category within SeaBus Operations and Maintenance using the professionals retained by the Trust (actuaries, benefit administrators etc.). Once the amounts to be repaid were estimated, the Trustees decided to start the petition to have the court review and approve the repayment process.*

## FAQ Cont...

**7. Why did the Trustees have to start a court proceeding?**

*On their own, the Trustees cannot determine precisely who over-contributed and by how much. The Trustees have enough information to determine the amount over-contributed for each main job category within SeaBus Operations and Maintenance and the appropriate rate of interest to be applied for each year between 1989 and 2005. However, they are unable to specifically identify each employee who over-contributed.*

*To repay the amounts that were over-contributed the Trustees want to open a claims period. During the claims period current and former CAW Local 2200 members can complete a simple claim form if they think they over-contributed at some point between 1989 and 2005. The Trustees will then have that claim form checked against the employment records at Coast Mountain Bus Company to determine if a repayment should be made and if so, in what amount.*

*The Trustees want the court to review and approve this claims process to ensure that it is transparent and fair. Also, the Trustees will ask the court to order that only claims made by current and former CAW Local 2200 members during the claims period will be accepted and paid (if appropriate). The Trustees are asking the court to order that the claims period be 18 months. That claims period will only start after the court hears the petition and an order is made.*

**8. How will repayments be calculated?**

*The Trustees determined which main job categories within SeaBus Operations and Maintenance would have over-contributed. They then determined how much an employee in each of those main job categories would have over-contributed for each year between 1989 and 2005. The Trustees then had the Trust's professionals determine the applicable rate of interest for each of those years. Using all of this information the Trust's professionals developed a spreadsheet or chart (known as the "Repayment Matrix"). The Repayment Matrix shows an estimate of how much should be repaid to each individual in each main job category for each year between 1989 and 2005 (including interest).*

**9. How much money will be repaid?**

*The individual amounts to be repaid are based on the pay scale for each job class. Overall, the annual amounts (including interest to 31 December 2006) are relatively modest. The amounts that may be paid per year range from approximately \$56 for the lowest paid classification to approximately \$239 for the highest paid classification in Local 2200.*

**10. When is the Court hearing?**

*We expect the petition will be heard within two to three months.*

**11. Will we be represented at the hearing by the Union?**

*The CAW National Union and Local Union Officers will participate in the hearing.*



## FAQ Cont...

**12. What will happen after the court hearing?**

*The Trustees are asking for an order that they can make the repayments in accordance with the repayment process they have developed [see question 7 above for a discussion of the claims payment process].*

*If the Trustees obtain the order, they will take steps to notify all current and former CAW Local 2200 members that the 18 month claims period is open. Claim forms will be made available and any member of CAW Local 2200 who worked a modified work schedule between 1995 and 2005 (between 1989 and 2005 for SeaBus Operations) may request a repayment by submitting the claim form and providing some basic information. The information will be verified by Coast Mountain Bus Company, and if everything is in order, the over contribution will be calculated, with interest, and repayment made.*

**13. How long will I have to make a claim?**

*The claims process will be 18 months and current and former members can make their claim at any time during those 18 months, but no claim that is received after the 18 months will be considered.*

*The 18 month claims period will only start after the petition is heard and the court grants the order.*

**14. Is the repayment taxable?**

*The repayment is made up of two components:*

- 1. The return of the excess amount contributed; and*
- 2. Interest earned on the excess amount contributed.*

*Tax is payable on the interest component only. Tax will not be withheld from the payment for Canadian residents, however, a T5 will be issued and the recipient will need to reflect this amount as taxable income when filing income taxes for the year.*

**15. Will income tax be withheld from the payment?**

*The repayment is made up of two components:*

- 1. The return of the excess amount contributed; and*
- 2. Interest earned on the excess amount contributed.*

*Tax is payable on the interest component only. Tax will not be withheld from the payment for Canadian residents, however, a T5 will be issued and the recipient will need to reflect this amount as taxable income when filing income taxes for the year.*

**16. How do I know if I am entitled to a repayment?**

*If at any time between 1989 and 2005 you were a CAW Local 2200 member and you worked a modified work schedule (less than the standard 75 hours per pay period) during that time period, you should complete a claim form.*



## FAQ Cont...

**17. Where is the money coming from?**

*All of the over-contributions were made to the account within the Transit Trust that is set up to pay for benefits to CAW members (both CAW Local 111 and CAW Local 2200). The repayments will be made from that same account.*

**18. Can a dependent claim on behalf of a deceased member?**

*Yes.*

**19. Where will I get the claim form?**

*Claim forms will be available through the Union Office, your Property Representative, the Transit Trust's website at [www.transittrust.ca](http://www.transittrust.ca), and Mercer Human Resource Consulting.*

**Submitted by: Joe Elworthy**

**Health & Safety Report from Fleet Overhaul**

I was recently offered the opportunity to attend the CLC Winter School at Harrison Hot Springs. I chose to take the Level II Safety Course that they were offering. The course was at a higher level than courses I had previously attended.

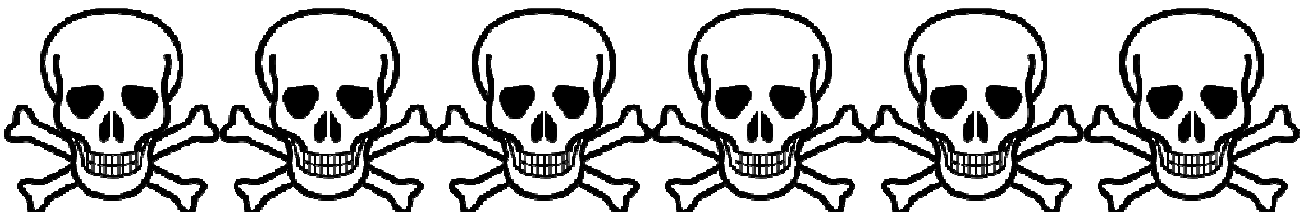
Some of the topics covered were; indoor air quality; ergonomics; cancer in the work place; mold; and product review. We also went heavy into specific WCB Legislation.

The liberals have proposed changes that deeply affect all workers in BC. We learned ways in which we can fight the changes and I will be attending hearings at WCB in May.

Your Product Review Committee is functioning, albeit slowly. It is a slow and difficult process to go through the amount of material they must, on a part time basis. We will put out some notices as soon as we can on how to safely use products which we can not eliminate.

Remember to use all of those products sparingly – none of them are good for you.

**Submitted by: Dave Chisholm**



## CLC Winter School Report



On February 11<sup>th</sup> thru to February 16<sup>th</sup>, 2007, I was given the opportunity to attend the CLC Winter School at Harrison Hot Springs. Paul Martin was the instructor and is one of the most knowledgeable persons I have heard speak on the subject of Pensions.

The Union Perspective on Pensions course opened my eyes to the huge amount of work and expertness it takes to build, maintain, coordinate and manage a pension plan. There were in-depth discussions on the two basic types of pensions, the Defined Benefit (the one we have) and the Defined Contribution, which is the most common type of pension.

### Defined Contribution Plan

A Defined Contribution Plan, or money-purchase plan, is one where the formula for determining what amounts of money will go into the pension fund is clear (the contributions that the employer and the members will make are defined), but the benefits that the pension plan members will receive are not clear. We know what contributions will be made to the fund, but we cannot know what any member's pension benefits will eventually be.

### Defined Benefit Plan

A Defined Benefit Plan is one where the plan members know what benefits they will receive when they retire. Contributions vary with changes such as investment income fluctuations, increases in the number of members receiving pension benefits, etc. However, a formula clearly sets out how to calculate the benefits each member will receive.

As you can see just from these brief explanations of the two basic types of plans, there is a lot that goes into the calculation of pension plans.

I have found this info to be ever more relevant to our members as we find ourselves closer to retirement. I hope that members find answers to some of their questions in this info and I encourage any member to contact me for further info. In the next few newsletters I will have some more info on our plan to give members a better choice of options when they go to retire.

Again, **Thank-You** for the opportunity to attend this course.

**In Solidarity, Keith Poisson**

### Attention:

All members of the pension plan that have past service that they would like to buy back, that have pre-dated 5 years, must make application to the PSPP before March 31, 2007.

After this date all past service will not be eligible. For more info contact Keith Poisson.

## Quality Assurance / PM Inspections & CVIP



The frustrations experienced by many (if not most) CAW CT mechanics – who dedicate themselves daily to the safety and proper operating condition of the fleet in many CMBC locations, as a result of Pink Slipped buses being put in service, without the repairs being performed, is finally getting addressed.

Recently, with the direct assistance of the Property Reps., an Inspection Audit has been conducted system wide. This Audit included the random selection of two (2) buses per garages to have an inspection completed. This was organized with the goal of identifying, and ultimately raising, the condition of the fleet. The Inspection Audit Report is available at all properties through your Property Reps. I strongly encourage you to get a copy and give it a thorough read.

There were two incidents at the Surrey Transit Garage that appeared to create the impression that management was jeopardizing the Preventive Maintenance Program (PM Program), as set by the Motor Vehicle Branch, in

order to “meet the sheets”.

The same old stories can be heard that mechanics have “Pinked” the same bus week after week, after week. There are stories of Major Three Inspections (M3) that have had two page deficiencies reported, yet they were put into service without the repairs being done. There are stories of mechanics working the Bad Order (BO) Line and the same buses coming in with the same problems day after day, after day. Then there are the “repeater road calls” you get, and right away you know the problem is the same as it was yesterday, and that it will be back tomorrow.

And over and over and again and again, and again.

Every bus in the fleet is required to have an annual Commercial Vehicle Inspection (CVIP) conducted. Coast Mountain Bus Company has been granted an exemption by the Motor Vehicle Branch that permits them a “one year” time period on a CVIP because they work under the auspices of a Preventive Maintenance Program (PM). In the rest of the commercial transportation world and the trucking industry, only six months is allowed between CVIP Inspections.

This CVIP Inspection is the most important service that any commercial vehicle receives. The CVIP Inspection is conducted by a licensed mechanic who certifies the total condition and safety of the vehicle. Therefore, any bus that is certified must be free of any major safety related repairs until at least the next scheduled PM Inspection is due.

To unscrupulously certify a bus, because it is needed for service (to “meet the sheets”) is inappropriate, and, perhaps, even illegal. The bus must meet the standards set by the Safety Standards Act; otherwise the Skilled Tradesperson who preformed the CVIP Inspection may be liable in the event of an accident.

Over the past few months the Union has been working with the Company to put in place a system that addresses the deficiencies and repairs required for a safe, reliable bus fleet and restore confidence in a process that seems, in many ways, to have failed. It is the goal of both the union and management to provide a safe and reliable service to the traveling public.

***“To unscrupulously certify a bus, because it is needed for service (to “meet the sheets”) is inappropriate, and, perhaps, even illegal.”***

**Quality Assurance Cont...**

It is with this in mind that we are working on a system that requires when an Inspection is being conducted, it will be coupled with; a Work Order; an Equipment Specific Inspection Sheet; and a Deficiency Sheet. Once the Inspection is completed the documentation will be scanned into a computer system, where it will be available for review, at any time, by any mechanic or supervisor. When the next inspection is due, you will receive a New Inspection Sheet, a New Deficiency Sheet plus the Deficiency Sheet from the previous Inspection, outlining the deficiencies identified and the repairs that have been completed. Any outstanding work required that has been identified from the BO Line that is not of immediate concern, but was scheduled for a future date, will also be documented.



The intent of this System is that when deficiencies are identified while conducting a CVIP Inspection or working the BO Line, they are documented and filed with the Supervisor, and in the computer data base. This way the mechanic can insure that the repairs are performed in a timely manner and the deficiencies will not disappear into the air, as has happened in past practice. If repairs do not require immediate attention and can be carried out at a future date, a time-frame can be established that will be flagged by the computer "spy-ware" program by way of a "pop-up" that will occur on the date it is scheduled to be rechecked and/or repaired.

Mechanics will have access on the shop computer via their own personal login password. They will be able to check that the repairs have been performed and recorded accordingly in the data base.

For this System to work effectively all inspections must be done with the diligence and competency expected of a CAW Skilled Tradesperson. Membership feedback is very much appreciated.

We have an opportunity to be involved in this process to make the safety and reliability of the bus fleet something we can once again be proud of and the frustrations and acrimony of the past can be put behind us. Your support and cooperation as we work our way through this process is appreciated.

**Gord Robertson CAW CT Mechanic and STC Property Rep.**

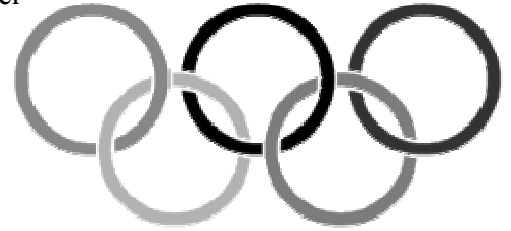


**Hockey Tournament 2007**

## Think For Yourself

As our Country is now officially at war, and our province is growing and booming and building and corrupting, our cities are continuously awaiting the bottom line of the ever impending Olympics.

All of these elements stir so many emotions within that I, personally, felt inclined to look into what it is that will make these games such an incredible festivity. For over and over we all hear from city officials and provincial 'officials' and national officials that these events can be nothing but a good, nah: great, thing for all of us.



So why is this?

They will bring growth and prosperity, is one answer commonly heard. That does sound like a great destiny indeed.

And maybe I'm not one to take everything at face value, but, how much more growth can we endure? How many more sardine-can book-shelves can be built, and how much do any of us like raw fish anyhow (past maybe a sushi roll or two)? Personally, I'm more inclined to promote grazing land in the form of front and back yards, even if it does mean doing yard work every few weeks for portions of our Gregorian calendar.

They will make our city one of world-class standing, is another commonly supported answer. That does sound spectacular no doubt.

And maybe I'm not one to take everything at face value, but, what makes a city world-class anyhow? Is it an extenuated cost of living? Is it housing prices that rival the start-up fee for a big-box store? Is it unattainable post-secondary education? Is it a medical system bursting at the seams in not only a fiscal sense, but also a real-estatal sense? If this all means world-class than I'm more tempted to suggest we roll back to the stone-age. At least then we wouldn't have to come up with a new label for the period in which we are living. Like the second stone age, or the second great depression.

But perhaps it's only fitting that most people associate the Olympics with the running of the marathon, as if it was the beginning of these great games. Sort of similar to the marathon the most of us will be forced to endure to pay off the payoffs for the few of us that will benefit bountifully.

And maybe I'm not one to take everything at face value, but, I'd like to present one well respected theory of how the games did begin. A hundred-metre sprint race was held between two groups – or countries, if you will – to symbolize their truce. It was the coming together of people. An act to symbolize an agreement to stop their foolish fighting.

Therefore, I propose that no country at war be allowed to participate in an olympic games, as a way of upholding the integrity of this long standing tradition. Or maybe I'm completely off the mark and I should just keep listening to what my leaders are preaching me.

And maybe I'm not one to take everything at face value, but, I'm reminded of a quote when thinking of such ideas:

“...Think for yourself. Question authority. Throughout human history, as our species has faced the frightening, terrorizing fact that we do not know who we are, or where we are going in this ocean of chaos, it has been the authorities – the political, the religious, the educational authorities – who attempted to comfort us, by giving us order, rules, regulations – informing, forming in our minds, their view of reality. To think for yourself you must question authority, and learn how to put yourself in the state of vulnerable open-mindedness, chaotic, confused vulnerability to inform yourself. Think for yourself. Question authority....”

- Anonymous

**Submitted by: Travis Harrison**



## New Trolleys

Recently – or not so recently, as it turns out now – I took a short vacation. I simply took some time off from the city, from its politics, from its news, and from its issues.

I returned the other day, to a doorstep full of newspapers. Of course, the first thing I did was step inside with an armful of newspapers and set down to read them in chronological order. The first headline I read stated something to affect that TransLink, the GVTA to those that only recognize governmental agencies by their legal names, had purchased a plethora of new trolley buses.

Over excited and full of energetic excitement, I stomped down three levels of stairs and ran out to my front street. It just so happens I live on a major trolley route, and I wasn't going to pass up the opportunity to see first hand just what a joy these new buses were to gander.

As I walked up the street I saw the first trolley pass. At first, I thought to my self it odd that the buses looked all too similar to the buses built in 1982. I figured why mess with a winner. They've worked for the past 25 years, why not keep the tradition. The second bus I saw, I couldn't believe my eyes. It didn't even have polls. It was then I realized that the first bus I'd seen was in fact an old bus and that this second bus was something special. To think, twenty five years worth of technology has gotten us to the point where the buses don't even need polls to get high voltage AC to the motor. Incredible.

This second bus passed, and, as it did, a big truck must have driven by, 'cause all I could hear was a diesel engine revving out of control. Well, I ran to the stop, but I was too late and the bus had already left with another truck hot on its trail. I thought to myself that if I was going to get a chance at riding one of these new fangle buses I might as well wait at this stop. And wait I did. I waited and I waited. I even let a few buses pass, just to get the chance to see and ride one of the new ones.

It took about 43 minutes before I gave up and went home. I wasn't too far to walk, but long enough for me to reflect on my recent experience. I couldn't believe that I couldn't catch one of the new trolleys. Some buses passed, and though they looked like the buses I'd seen from afar, up close they all looked like old trolleys and diesels.

When I got home I was so upset I put on a pot of coffee and continued to read the article about the new trolleys recently purchased. It sounded so spectacular. However, after the first newspaper was thoroughly perused, I began to flip through the rest of the stack. It was then I found out that the brand new buses purchased for millions upon millions by TransLink, were currently sidelined due to an unexpected error. Wow – and I'll level with you here and now – did I ever feel like an idiot.

I was out on the busiest trolley route in Vancouver looking for, and in some cases thinking I'd found, the newest of new trolley buses to enter Canada. Instead, what I'd found was in fact 25 year old buses, running at a lifespan unheard of in bus terms, at unprecedented capacities, all because a fleet full of what should have been fully functional new buses were down, not for maintenance purposes, but for engineering purposes.

I guess a mistake was made somewhere along the way. But who knows. All I know is that I'll be waiting for the headline that reads:

“TransLink's Most Major Of Malfunctions Rectified Due to Maintenance Input“

**Submitted by: Travis Harrison**



## The Montreal Massacre, December 6, 1989

Sometime after 4 p.m. on December 6, 1989, Marc L epine arrived at the  cole Polytechnique building, an engineering school affiliated with the Universit  de Montr al, armed with a semi-automatic rifle and a hunting knife.<sup>[1]</sup> He had purchased the Sturm, Ruger brand rifle, Mini-14 model, on November 21, 1989 in a Montreal hunting store, telling the clerk that he was going to use it to hunt small game. L epine was familiar with the layout of the building since he had been in and around the  cole Polytechnique at least seven times in the weeks leading up to the event.

L epine sat for a time in the office of the registrar on the second floor, seated at the entrance. He was seen rummaging through a plastic bag and did not speak to anyone, even when a staff member asked if she could help him. He left the office, and was subsequently seen in other parts of the building before entering a second floor mechanical engineering class of about 60 students at about 5:10 p.m.

After approaching the student giving a presentation, he asked everyone to stop everything and ordered the women and men to opposite sides of the classroom. No one moved at first, believing it was a joke, until he fired a shot into the ceiling.

L epine then separated the nine women from the approximately fifty men and told the men to leave, which they did. He asked the remaining women whether they knew why they were there, and when one student replied "no," he answered: "I am fighting feminism." One of the students, Nathalie Provost, said, "Look, we are just women studying engineering, not necessarily feminists ready to march on the streets to shout we are against men, just students intent on leading a normal life." L epine responded, "You're women, you're going to be engineers. You're all a bunch of feminists. I hate feminists." L epine then opened fire on the students from left to right, killing six and wounding three others, including Provost. Before leaving the room, he wrote the word "shit" twice on a student project.

L epine continued into the second floor corridor and wounded three students, before entering another room and attempting twice to shoot a female student.

His weapon failed to fire, so he entered the emergency staircase where he was seen reloading his gun by another student. He returned to the room he had just left, but the students had locked the door and L epine failed to unlock it with three shots fired into the door. Moving along the corridor he shot at others, wounding one, before moving towards the financial services office, where he shot and killed a woman through a door window as she moved away after locking the door.

Next, he went down to the first floor cafeteria, in which about 100 people were gathered. The crowd scattered after he fired shots, killing a woman standing near the kitchens and wounding another student. Entering an unlocked storage area at the end of the cafeteria, he shot and killed two women there. L epine told a male student and a female student to come out from hiding under a table; they complied and were not shot.

Genevieve Bergeron

Helene Colgan

Nathalie Croteau

Barbara Daigneault

Anne-Marie Edward

Maud Haviernier

Barbara Maria Klucznik

Maryse LeClaire

Maryse Leganiere

Anne-Marie Lemay

Sonia Pelletier

Michele Richard

Annie St Arneault

Annie Turcotte

**Montreal Cont...**

Lépine then walked up an escalator to the third floor where he shot and wounded one female and two male students in the corridor. He entered another classroom and told the three students giving a presentation to "get out," shooting and wounding Maryse Leclair who also on the low platform at the front of the classroom. He fired on students in the front row and then killed two students who were trying to escape the room. Other students dived under their desks, and Lépine moved towards women students, firing and wounding three students and killing one. He changed the magazine in his weapon, and moved to the front of the class, shooting in all directions. At this point, the wounded Leclair asked for help and, after unsheathing his hunting knife, Lépine stabbed her three times, killing her. He took off his cap, wrapped his coat around his rifle, exclaimed "Oh, shit," then committed suicide by shooting himself in the head, 20 minutes after having begun his attack. About 60 bullets remained in the boxes he had carried with him. He had killed 14 women in total (12 engineering students, 1 nursing student and one employee of the university) and injured 14 other people including four men.

**Submitted by: Amy Steffan**



## Youth Committee Report

The Local 2200 Youth Committee last met on February 20, 2007. On the agenda for the meeting were a number of, what I would consider, important issues, however, I would say we had a lackluster turnout at best. Having said that, I would like to thank those young members that did turn out. I hope that the issues discussed were of worthwhile meaning for you to volunteer your time for.

For those members that do not qualify as young workers, and those that do that were unable to attend the meeting, I would like to discuss some of the important issues that were discussed at the latest meeting.

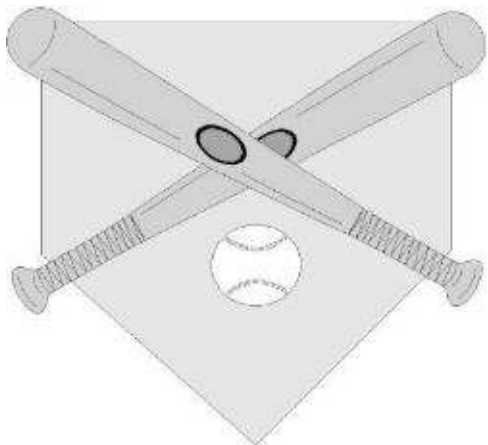
### Hall upgrades and updates

This has been an ongoing initiative for the Youth Committee. The Committee has debated this issue on several occasions and come to no conclusions. During the summer of 2006, however, members of the Committee met to discuss what should, and can be done to Local 2200 Union Hall.

Before I get into the details of what the Committee finally concluded as an acceptable submission for possible upgrades and updates to the Hall, I would like to thank Brother **Ben Child** for taking on the responsibility of 'general contracting' this daunting task. Without Brother Child I am unsure of whether we would be on the schedule we are currently on.

A submission was made to the Executive Board, by members of the Youth Committee, on a proposal of work to be done to the Hall. The submission included quotes of labour and parts costs – with work to be done strictly by **Local 2200** members. The end result was an acceptance from the Executive, based on previous correspondence between the Executive and the Youth Committee, that all proposed work be done in stages.

The current submission detailed work to be done to the upstairs washrooms (men's and women's) at the Hall. As most of us have experienced, these are areas that are not only in need of work, but also see the most use during any Union function. Work is scheduled to start the morning of March 1, 2007. For details, please request a copy of the submission from your Property Rep.

**Youth Cont...****Softball Tournament**

Last year the Youth Committee organized the 1<sup>st</sup> Annual Steve Sherwood Memorial Softball Tournament. The tournament was held in August, at New Westminster's Queen's Park, during peak holiday season. It was considered a success, but also something that could be built upon for this year.

For this year, the Committee has secured two diamonds in Coquitlam's Mundy Park for June 23<sup>rd</sup>. This weekend and location was chosen to avoid holiday conflict and its relatively central location.

At last year's tournament, the Committee encouraged members of Local 2200 to register as single players, to later be placed on a team in a draft-type draw. This year, however, we are branching out to all of Transit and seeking members to register full teams to participate. We hope that this will not deter anyone from registering, and that opening up

the tournament to all of Transit – as opposed to only Local 2200 members – will allow for better competition and enjoyment.

I must, at this time, thank Brother **Doug Brady** for his help in organizing last tournament, and I hope that he will help in the success of the 2<sup>nd</sup> Annual Steve Sherwood Memorial Softball Tournament. If anyone wishes to help organize, participate in, or get involved in anyway in this year's tournament, please contact myself, Travis Harrison, at [tcharrison@caw2200.ca](mailto:tcharrison@caw2200.ca).

**BC Fed Update**

As was last reported, some members of the Youth Committee have been involved with campaigns from the BC Federation of Labour. One campaign in particular involves going to high schools around the lower mainland and making presentations about safety practices in the workplace.

The campaign is funded by WorkSafe BC, but relies solely on Union Activists to operate and organize. The emphasis is on staying safe at work and is appropriately entitled "Alive and Five". Much credit is due to Sister **Amy Steffen** for her continued participation in this program, as it is no easy task to enter a classroom full of over-confident high school students and convince them not only that workplace accidents do take place, but that they are most at risk for being injured on the job. Thank you Sister Steffen.

For further information on this and other campaigns organized by the BC Federation of Labour, please contact myself, or Sister Steffen, and we will be more than happy to inform you on the many great campaigns that are taking place everyday.

**Arts and Music Festival**

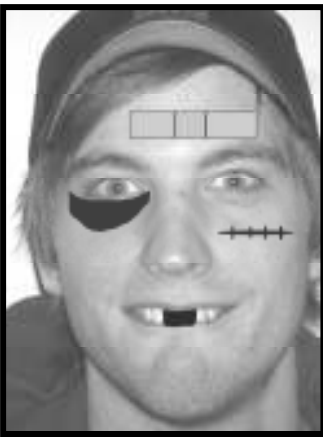
The first mention of the Arts and Music Festival had us showcasing and sharing our talents as musicians and artist last fall. This opportunity was then postponed to this coming spring. This was all due to the multitude of happenings about the Local, and, I regret to say, this is still the reason we will again be postponing this event. The Committee, and members who wish to participate, feel that this will be a great event and experience for all. Having said that, we feel that it is best left to a time when the most amount of time and dedication can be attributed to it. What with the ongoing saga of bargaining, and the annual retirement party, golf tournament, and hopeful Softball tournament, we feel that this event can, and should, wait until this coming fall, in order to do it the justice that it deserves.

I apologize in advance for anyone that has been looking forward to this event. But look at the bright side, you've got another few months to fine tune your skills for the stage.

**Youth Cont...****Committee goals / Next Meeting**

The next meeting of the Youth Committee is scheduled for April 17, 2007. Due to the less than desirable turnout at the last meeting, the Committee has set a goal to double our numbers at this next meeting. Therefore, I ask that any young member do their best to mark this date on their calendar and plan to attend the next meeting of the Youth Committee.

**In Solidarity,  
Travis Harrison**

**Annual Transit Hockey**

This past week marked the Annual Transit Hockey Tournament. Members of Local 2200 came in flocks to play the jolly ole game of hockey. Though it seemed everyone had a separate definition of what the game of hockey includes, everyone was seen to have nothing but a good time (see pictures).

Most players took a day off work, and some even took off two. And though I realized thanks may be deserved to management for allowing so many members time off, it seemed like one of the best ways to use our owed A/V time. After all, in a company so large and varied as ours, how many opportunities do we have to get together and spend time with one another in a non-work atmosphere.

One of the waitresses even went so far as to ask me one of the days: "So, if you guys are all here playing hockey, who's running the transit system?" I figured there was only one response, "Well, we're pretty damn good at what we do."

But on a serious note, thank you to all those members that stayed behind (at the shop) so that so many of us could love the game we play.

**Travis Harrison**



# Hockey Tournament





## Horswell's Humour Corner

### Top Ten Ways You Know The Boss Is Watching You

- #10. The fax machine seems to have a nagging cough.
  - #9. Pocket calculator he gave you at xmas beeps whenever you leave your work area.
  - #8. Shop coffee has hint of hazelnut and sodium pentothal.
  - #7. You're name is "Sam". The parking spot next to yours says "Reserved for the guy following Sam".
  - #6. Your coveralls come back from the cleaners with a bulls eye sewn on the back.
  - #5. New office secretary looks alot like that woman from "Alias".
  - #4. Instead of photo's of wife and kids on his desk, he has photo of you sleeping.
  - #3. When you are alone in the washroom, a voice asks you to move over, you're blocking the lens.
  - #2. Boss is critical of typo's in your personal e-mails.
- And the #1 way you can tell if your boss is watching you; Whenever you go to the washroom, you're followed by a potted plant wearing a red smock.



### "AMP management team demonstrates latest disciplinary techniques!"



**"Don't Worry, This Is Just An Informal."**

# UPCOMING EVENTS

**February 26<sup>th</sup> through March 31<sup>st</sup> – Bargaining**

**March 1<sup>st</sup> – General Membership Meeting**

**March 8<sup>th</sup> – International Woman’s Day / BC Fed Breakfast**

**March 14<sup>th</sup> – H&B Trust Meeting**

**March 15<sup>th</sup> – Local Executive Board Meeting**

**March 17<sup>th</sup> – St Patrick’s Day**

**March 29<sup>th</sup> – General Membership Meeting**

**March 31<sup>st</sup> – Expiry Date of Current Collective Agreement**

**April 5<sup>th</sup> – Executive Board Meeting**

**April 6<sup>th</sup> to 9<sup>th</sup> – Easter Weekend**

**April 12<sup>th</sup> to 15<sup>th</sup> - CAW Council, Port Elgin**

**April 20 & 21<sup>st</sup> – Tradeswoman – A Winning Ticket! / SFU Downtown Campus**

**April 24<sup>th</sup> to 26<sup>th</sup> – New Technology Conference, Port Elgin**

**April 27<sup>th</sup> to 29<sup>th</sup> – Skilled Trades Conference, Port Elgin**

**May ? (To Be Announced) – BC Supreme Court Hearing on LTD Over Contribution**

**May ? (To Be Announced) – Retirement Party**

**May ? (To Be Announced) – CAW 2200 Golf Tournament**

**May 3<sup>rd</sup> – General membership Meeting**

**May 16<sup>th</sup> – Next Newsletter Deadline for Articles**

**May 17<sup>th</sup> – Local Executive Board Meeting**

**May 28<sup>th</sup> to 31<sup>st</sup> – Skilled Trades Advisory Committee, Grand Bend, Ontario**

**June 23<sup>rd</sup> – Steve Sherwood Memorial Softball Tournament / Moody Park**