



Contractors Still on Site

On Friday, June 16, 2017, the HR Manager met with our acting President to provide an update on the contractor situation in the plant. We were informed that the Employer had managed to hire a number of Transition workers, a classification that your Union will be challenging, but there were still contractors on site. A follow-up request was made for more information to clarify numbers and details on the remaining contractors.

The Employer responded by indicating they had hired or converted 106 employees into Transition workers and that there were an additional 20 they were working on hiring after which time they would need time to train them, which would take until mid-July. In their response, the Employer also advised that there were 22 category 3 contractors on site although they didn't say who they were referring to.

The bargaining committee reviewed the information and was concerned with the fact that the Employer was continuing to use contractors to perform bargaining unit work and telling the Union that this would continue into July. We contacted the Employer to request a meeting to discuss this information and the meeting took place on Tuesday, June 20, where your bargaining committee, acting President and Business Agent were present along with Gavin McGarrigle from our National office.

The Union explained our concerns with the Employer continuing to employ contractors doing your protected work and that this violation of our existing agreement must stop. We provided examples of Areas in the plant where we are aware the Employer continues to use contractors and once again told them to stop this. After a brief caucus, the Employer responded to us that they agreed with parts of our complaint but felt they had done pretty good.

Responding to some of our examples the Employer disagreed that the work we described was protected under our language creating an issue for us at the table. The meeting ended with the Employer committing to get back to us the next morning.

On June 21st, the Union received a letter from the Employer which repeated much of what they had said across the table. The Employer is saying they should have all the contractors that they feel are doing protected work out of the plant by June 29, 2017. The agreement we have on determining the date for these contractors to be off site is defined as "two years after the start of the first pot in the new KMP" (as per Letter of Understanding 24-LU-#5).

The Employer has previously stated in their Ingot and in legal proceedings that the date the first pot was started was June 20, 2015, and on this point the Union has consistently

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told them this was the date we expect the contractors to be gone. The Employer also neglected to comment on the work that the Union had provided as examples of where contractors are still on site and where we say the work is protected as core work, as clearly defined in the Collective Agreement. This work includes metal movement from casting to the Wharf, preparing super packs for shipping at “B” Terminal and contingency work in Carbon. Furthermore, the Employer also stated that they would provide the necessary information relating to contractors in “the next few weeks” which tells us that they are not serious about this important issue.

Later on June 21st, the Union sent a letter to the Employer requesting the necessary information regarding contractors on site that would enable us to conduct rational and informed collective bargaining on this matter. We had originally requested this information on April 11, 2017, which the Employer had not yet responded to.

On the morning of June 22, 2017, the Union received a response from the Employer outlining which contractors were still on site and were performing work **in their opinion** listed in either Appendix A or B of 24-LU-#5 or which could be contracted out without limitation. The Union strongly disagrees with the Employer on a number of these areas and will be launching a challenge forthwith. In addition, the information received from the Employer is thus far incomplete.

The Union continues to remain very concerned that the Employer has known about this important date (June 20th) for contractors to be removed and the Union’s position on it for several years, yet appears to think that they can disregard important provisions of the collective agreement at will.

As you all know, the job security provisions contained in 24-LU-#5 were crucial to reaching an agreement in 2012 negotiations. As was stated by Arbitrator Young in the recent decision on vacation scheduling, “If the Employer finds that the language of the Collective Agreement is not suited to its current challenges it must seek an amendment to the language or the express agreement of the Union to relieve it of its obligations.” Simply disregarding language and violating deadlines on a unilateral basis is not acceptable and is not indicative of bargaining in good faith to reach a new Collective Agreement.

Left unresolved, the approach the Employer is taking will lead us to a Labour dispute. We are hopeful that the Employer will understand the seriousness of the situation and will provide all of the necessary information and ensure that whichever contractors are to be removed from the worksite are in fact removed without any further delay as it will be impossible to reach a new agreement with this issue outstanding.

We remain committed to working through this issue and all of the other important issues at the bargaining table in order to reach an agreement that has the support of our membership.

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