



Bargaining Update #9

Employer Proposals Seek to Strip Away Membership Rights

Brothers and Sisters,

Listed below are the employer's bargaining proposals for the current round of contract negotiations. Upon review, you will see that every employer proposal seeks to reduce or eliminate many of the hard-fought gains from the collective agreement. The employer proposals package is nothing short of a collection of concessionary demands intended to gut **your** rights from the collective agreement.

The Union finally received these employer proposals on Thursday, June 22nd, five weeks from the originally agreed to proposals exchange date of May 15th. Clearly, the employer is taking an aggressive approach by tabling proposals which are in complete opposition to the important improvements contained in the Union's proposals

The Union's long-held position has always been – as it is in this round of negotiations – that of **No Concessions!**

If the employer is serious about achieving a collective agreement by the July 23rd midnight deadline all of their regressive concessionary demands must be pulled from the bargaining table.

COMPANY DEMANDS 2017

<u>Article</u>	<u>Description</u>
C-01-LU-#1	Remove Union's right to perform activities related to anything other than smelting and shipping of products to BC Works.
C-4.02(c)(i)-(iv)	Reduce the number of full-time Union Representatives allowed off by half (from 4 to 2).
C-4.02(d)	Reduce the number of Union Representatives allowed off to attend training, Union business, etc. by half (from 14 to 7).
C-4.02(d)(iii)	Reduce the number of Union Representatives allowed off to attend training off site by half (from 10 to 5).
C-4.02(e)(i)	Eliminate the right to allow senior Union officials time off to perform Union duties.
C-4.02(e)(ii)	Eliminate the right for the Chairperson of the OHS&E committee time off to perform Union duties.
C-4.02(f)	Eliminate the right for the Union to have up to 6 representatives time off each month to perform Union duties in Kemano.

Please see reverse side...

- C-4-LU-#2 Eliminate vehicle plant access for Union Representatives accessing the site.
- C-4-LU-#7 Eliminate day shift assignments for Union officials.
- C-4-LU-#11 Eliminate access to meetings rooms on Plant site.
- C-7.07 Decrease paid Grievance hrs from 2500 hrs per year to 1680 hrs per year
- C-7 Change to Grievance Procedure structure.
- C-9.02(a)(iii) For employees on approved leave who have accepted transfers/reassignments “job will be held for a period of up to one year” reduced to “3 months”.
- C-9.02(a)(iv) For employees on injury or illness leave who have accepted transfers/reassignments “job will be held for a period of up to one year” reduced to “3 months”.
- C-9.02(c)(v) Restrict employees who have accepted a job transfer/reassignment from applying for another job posting for 3 years. (Currently 6 months).
- C-9.04 Introduce a new category of employees called “Flexible Employees”. Eliminate minimum work terms.
- C-9-LU-#2 Proposed “New” language to replace temporary employee language with “Flexible Employee” language that is very restrictive with no seniority rights, no cap on usage, limited benefits, included in crew vacation scheduling and no job security (essentially a Transition Employee).
- C-9-LU-#3 Delete Letter (Temporary Employees Safety Meetings-Wharf)
- C-11-LU-#2(3) Eliminate credit for experience from B-Casting progression letter.
- C-11-LU-#3(3)(a) Eliminate gangleader rate for live-filed 1st and 2nd Class Power Engineers.
- C-11-LU-#4 Delete Letter (Potroom Progression)
- C-12.01(b)(i) Change language to restrict the right to take unpaid leave of absence, only after all other paid entitlements have been exhausted.
- C-12-LU-#2 Restrict sabbatical leave to a maximum of 2 per life time.
- C-13.01(g)(i) Restrict employees to bank a maximum of 4 weeks deferred vacation.
- C-13.02(a) Restrict preferred period blocks from 21 days to 14 days.
- C-13.05(b) Eliminate the right to take an additional day off for stats that fall between Dec 25-Jan 01.
- C-14.04 Delete language “no employee will be required to work on the loading and unloading of ships on Christmas Day and New Years Day”.
- C-17-LU-#2 Eliminate CSOs.
- C-17-LU-#5(6) Eliminate paid lunch for 10 hour shifts.

C-17-LU-#8	Eliminate Wharf 12 hour shift letter.
C-17-LU-#12	New Compressed Shift schedule to eliminate CSO's
C-18.03	Eliminate double time for overtime.
C-18.04	Eliminate "call-in" premium for scheduled overtime previously offered and refused.
C-18.05(c)	Eliminate meal ticket. Meal Subsidy to be paid on cheque
C-18-LU-#1(1)	Eliminate "call in" premium and meal ticket while on stand-by. Lose stand-by premium for the entire stand-by period for failure to come in when called.
C-18-LU-#1(8)	Eliminate the guaranteed pay for a 64 hour schedule while on stand-by.
C-18-LU-#2	Eliminate Overtime Vacancy Determination Letter.
C-18-LU-#3(8)	Restrict to one telephone number on file and completely zero OT list at beginning of year, which eliminates roll over of OT hours from previous year.
C-18-LU-#3(9)	Eliminate overtime payouts.
C-20.06 (b-e)	Eliminate the "Right to Refuse Unsafe Work" language from the CLA.
C-20-LU-#1	Reduce Safety training hours for Union reps from 1280 hrs to 1000 hrs
C-23.01(a)(i)	Eliminates the guarantee of "no lay-off" of bargaining employees and opens the door for MORE contracting out.
C-23-LU-#1(2)(i-iv)	Eliminates the role of the Union Contracting Out Committee in evaluating project work for 600 hours or more.
C-24-LU-#1	DELETE JOB SECURITY LETTER
C-24-LU-#2	Delete Letter (Transition-Employee Rights/Workforce Movement)
C-24-LU-#5	Increase the amount of work that can be contracted out and moving Anode Rodding Cold side, Cruce cleaner, Casting Serviceperson and Control Operators from Appendix A (protected) to Appendix B (subject to contracting out with limitations).
C-25-LU-#5	Eliminate paid Dinner Break for Kemano Workers
C-26-LU-#5	Eliminate the right of the Union and crew members to take part in Organization Change.
C-27	6 year Term Of Agreement
C-Appendix 1	Add additional seniority group "Carbon (D) category"
C-Appendix 1-LU-#1	Eliminate Guest House letter.
C-Appendix 5	Eliminate all Job Evaluation Language

C-Appendix 5-LU-#1 Delete Letter (Job Evaluation Plan)

C-28-LU-#1 (retired employees)

Reduction of Employer MSP subsidy to retirees.
Reduction of Retiree Life Insurance from ½ unit to \$20,000.00 pay out.
Elimination of MSP, Vision, and Dental Benefits for employees retiring after Jan 1, 2021.
Elimination of employer subsidy of AMPRE for future Retirees.

C-Article 32 (active employees)

Restriction to generic brand drugs instead of name brand drugs.
Cap on drugs set at 15% mark-up *Employee pays above cap.
Dispensing Fee Cap on prescription drugs of \$10 *Employee pays above cap
Increase Extended Health Benefits Deductible from \$25 to \$150 *Employee pays more.
Reduction of Extended Health Benefits from 90% to 80% on covered expenses, increase annual max from \$1000 to \$1200 *Employee pays more.
Reduction of Prescription Drug coverage from 90% to 80% * Employee pays more.

C-Article 34

Reduction of Basic Dental Plan A covered costs from 100% to 90% * Employee pays more.

C-Article 38

Mandatory Retirement if on LTD EXTENSION once eligible for Bridging Benefits (Major change).

C-40-LU-#1

Increase Retirement age from 55 with 85 points to 56 with 87 points and from 60 with 75 points to 61 with 75 points.
Increase Employee pension contribution .5% every year * Employee pays more.
Closure of Defined Benefit (DB) Pension to all new employees and creation of Defined Contribution (DC) plan for all new employees. (Unifor Local 2301 bylaws prohibits two tier pensions.)

To date, as a result of the employer attempting to unilaterally revise the bargaining process and imposing other difficulties the parties have only had 5 face-to-face bargaining sessions (compared with 25 sessions at this time in 2012).

Moreover, the employer seems to be convinced that the mood in the plant is relatively content, which may partially explain why the employer does not appreciate the urgency of the situation in actively bargaining towards reaching an agreement by the contract deadline. Nor does the employer appear to be aware of the sentiments of their own employees.

Your Bargaining Committee is committed to delivering a fair collective agreement through negotiating significant gains for the membership and retirees (i.e. No Concessions!). Nothing short of this will result in a satisfactory agreement and if the employer does not understand this and continues to insist on their concessionary demands a new agreement will not be reached and Rio Tinto's \$5B investment in KMP will be seriously jeopardized as a result of a labour dispute.

