

## **ATTN TEMPORARY EMPLOYEES: YOUR UNION IS FIGHTING FOR YOUR RIGHTS!!!**

Sisters and Brothers,

Since the signing of the new collective agreement one area of constant concern for the Union and the membership has been the fair treatment of our newest group of Union members, temporary employees.

### **Job Postings**

In June of 2017, as a result of the triggering of anti-contracting out Letter of Understanding 24-LU-#5, many of the contractors on site were offered employment with Rio Tinto and were hired as transition employees. During 2017 bargaining new temporary employee language was negotiated and all transition employees were converted to temporary employees. Temporary employees enjoy more rights under the collective agreement (CLA) than transition workers, and in fact transition workers are no longer recognized in the CLA.

The employer had pushed hard during negotiations to establish a new class of employee, what they called "flexible workers", to replace temporary employees, similar to what were previously known as casual workers – a class of employee it could be argued that would be less than a transition employee. The Union held firm and improved temporary employee language was negotiated.

Also as a result of 2017 negotiations, 16 long-term transition workers (known as the "original 16") were immediately converted to full time status and an additional 21 temporary workers (known as the "new 21") were also to be converted to full-time status.

In order to determine which 21 temporary employees would be offered full time positions, a lottery was held from amongst the group of temporary employees with the earliest hire date of June 19, 2017. There were 90 members in this group.

The seniority date of the "new 21" was calculated as per the formula in the collective agreement, Letter of Understanding 9-LU-#2 (Temporary Employees Administration). This calculation cannot result in a seniority date preceding date of hire, but it *can* result in a seniority date after date of hire, which was the case for less than half of the "new 21".

This is significant, because if there is competition amongst members for a job posting it is possible for a temporary employee with a hire date of June 19, 2017, to win out over a "new 21" full time employee whose seniority date was calculated to be some time after June 19<sup>th</sup>. From the perspective of fundamental Union principles this is a good thing as it provides temporary employees with an opportunity to attain full time employment and all of the benefits that flow from this status.

From the job postings that were offered in August and September of 2017 there were occasions where temporary employees were able to claim full time positions in this manner. However, in yet another example of Rio Tinto's outsourcing of roles and shifting of managerial responsibilities, it became apparent that the employer had shifted from offering job postings on the basis of seniority date, as explained above, to ranking full time workers ahead of temporary workers, even if the seniority date of the temporary workers was earlier. This resulted in a number of job postings being incorrectly awarded and members missing out on full time positions. The employer now recognizes that this change was improper.

The Union hall had been flooded with calls over the fall and winter months from temporary workers whom were all but certain they had been over looked. Unfortunately, at that time, as a result of role

changes and intermittent assignments amongst management there was a significant delay in the Union's receipt of the job posting information sheets which would allow the Union hall to verify whether or not job postings were awarded fairly. As the information became available the Union hall was able to identify a number of errors, and as a result of recent meetings with management these are being rectified.

There is now on the management front more stability in the administration of job postings and the backlog is being caught up. The system and communication with the Union has been greatly improved. Any and all job posting errors which are identified will be corrected. While this may cause inconvenience for some, it is important to understand that we must ensure the right member is awarded a position. For those that have had a job posting rescinded because of a company error, just think if it was you who had been missed and what you would want done about it. Sometimes the path to fairness isn't always as straight as we would like it.

### **Fair Distribution of Work Hours**

As noted above, during the last round of negotiations the Union fought back the employer's attempt to re-introduce a category of casual, on-call workers they coined as "flexible employees". The Union did not negotiate new temporary employee language to have these members treated unfairly or provided with untenable work schedules.

Temporary employees have been subjected to having to work in some cases 8, 9 or 10 consecutive shifts without rest days, or in other cases are being offered very few shifts and cannot make a living. There have been far too many cases of "feast or famine", which is reprehensible. The area of the plant where this is particularly egregious is the wharf.

While it was understood that there would be growing pains as temporary employees were hired and trained, in addition to the workforce movement amongst regular employees as a result of job postings, it has taken far too long to establish equity and fairness in the scheduling and treatment of temporary employees. The Union has been in regular contact with management on these matters.

It has been pointed out to management on several occasions that many of these temporary employees left decent jobs with their previous employers to work for Rio Tinto in the hopes of securing an even better standard of living. For some, this has been nothing short of nightmarish as the work has dried up and these workers are left sitting at home aggrieved by the fact they cannot pay their bills or provide for their families.

During the Alcan-era temporary employees were not treated in this manner.

The Union has further warned the employer that if this disrespect of temporary workers continues many of them may quit and RT will have a very difficult time recruiting replacements due to their reputation in the community as a poor employer. How many times does the Union have to engage in public and media campaigns in order to get RT to do what's right by workers and the community (no bathrooms, mandatory overtime...)?

Until the mismanagement of temporary employees is corrected – and our full expectation is that this is done in short order – the Union has suggested some easy fixes: Ensure temporary employees are fully trained in all tasks in the areas they are assigned (a known cause of inequitable work distribution); have temporary workers perform deficiency work currently being done by contractors, a provision which was specifically negotiated under temporary employee utilization. And last, but not least, for management to get their shit together!

Temporary employees are not second-class members – they are members, period! The employer may view temporary employees as second-class employees, but our Union does not. There are no second-class members – we are all members and should be treated with respect, by the employer and by each other.

Make sure the employer understands that the entire membership stands united as one and will not tolerate the unfair treatment of any Sister or Brother.

***We are United, We are Community, We are Unifor!***

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