

BY E-MAIL

April 2, 2020

Unifor-Canada, Local 2301
235 Enterprise Avenue
Kitimat, B.C. V8C 2C8

**Attention: Martin (Marty) McIlwrath, President
 Cliff Madsen, Business Agent**

Notice of Force Majeure and Workplace Changes Needed to Protect our Workers

First and foremost, we hope this letter finds you and your families well. These are unprecedented and uncertain times for all of us. We are, however, all in this together and we are committed to working with you to ensure that our workers, our families, and our communities stay safe and healthy. We all play a critical role in meeting this commitment to ourselves and to each other.

Since the Government of British Columbia declared a state of emergency in our province, we have worked tirelessly to respond to the concerns of our workers that the workplace not only stay operational but also stay safe. Safety has always been of paramount importance to Rio Tinto, and that reality has simply amplified in our current state of emergency in British Columbia where we all must play a role in protecting each other and the public.

The exceptional circumstances under which we have been operating since the Government of British Columbia declared a state of emergency, and the resultant provincial health orders, make it impossible for us to comply with all of the rules set forth in our collective agreement representing our workers without necessary changes. As we are sure you will agree, the current global COVID-19 pandemic is an unforeseeable event whose consequences remain uncontrollable and which requires that we take exceptional measures to protect our people and our business.

We intend to do everything within our power to protect the health and safety of our workers, while maintaining our essential operations at a level necessary to be able to pursue our activities normally once the current pandemic has ended.

We will honour our contractual commitments to the greatest extent possible, provided that doing so does not adversely affect the protection of our workers employees' health and the maintenance of our essential operations.

You are a critical part of this initiative. With that in mind, we have set up daily calls with you at 1:30PM so that we can review our (still developing) circumstances with you, discuss our emergency response planning on the emergent issues for us when and as they arise, and obtain your feedback before we introduce any necessary changes to our operations. We have asked not only for your contributions to our proposed planning but also for alternative plans from you that you think we should consider that would accomplish the same goals. To be clear, we want, and we still want, the benefit of your input and involvement in our planning process so that we can help preserve and protect everyone's interests during this crisis as much as possible.

In the spirit of collaboration and in good faith, we have tried to schedule additional meetings with you so that we can respond to this crisis as quickly as possible and so that we can also address the concerns and requests of our workers as quickly as possible, including the request that we implement immediate scheduling changes to ensure that social distancing is maintained at our sites.

Unfortunately, our attempts to meet with you in good faith and make the planning necessary for our workers and for our operations have led to unnecessarily hostile communications from you (most recently Marty's e-mail to me earlier this morning) and unreasonably protracted decision-making, with the ultimate result being that your approach has not been the collaborative and good faith commitment to workplace planning expected of all of us under the *Labour Relations Code*. At a time when we are seeing other organizations work with increased cooperation and collaboration with their union representatives to help navigate everyone through this crisis, our experience with you thus far in our planning initiatives has been disappointing.

You did not attend the meeting scheduled for March 25, but instead reached out requesting an emergency meeting later that day on the concerns that managers were telling workers that they are not required to respect the collective agreement. We held a special meeting the next day to address your concerns, despite that the information we were receiving from our management team was that the information we received from you was inaccurate.

You did not attend the meetings set for March 27 and March 30, respectively, because you expected a "face-to-face" meeting and you were preparing responses to earlier e-mails.

We have repeatedly reinforced with you the importance of our daily meetings with you and the ability of all of us to turn on our cameras so that we can all see each other and at the same time respect the social distancing expected of all of us. You have refused to do so. You have also presented proposals that deal with matters unrelated to the emergent planning matters at hand and have attached those non-emergent matters as conditions to your agreement on the emergent matters.

One such emergent matter we have sought to address with you is the need to adjust our scheduling so that we can maintain social distancing at our sites. This has resulted in our workers asking our leaders why we were so delayed in ensuring our work environment is safe for them and their families.

These unnecessarily protracted, overly adversarial negotiations are jeopardizing our ability to respond to the issues being raised by the workers you represent and our commitment to everyone to prioritize, and to keep prioritizing, the health and safety of our workplace. This cannot continue and we need to work together in a professional, efficient, and collaborative way.

We also understand that the Union has now instructed our hourly employees in the reduction department to stop training staff to do the work if absenteeism rates were to arise. This instruction is inconsistent with all of our efforts to continue our operations and no instruction should be issued to any of our workers on this or any matter on the management of our operations. If this instruction has been delivered, then it must be retracted immediately. We will be reminding everyone of our expectations in that regard in any event so no one is operating under any misinformation and so that we do not create a landscape where we cannot operate and we cannot keep everyone working. This affects everyone's livelihood and we are shocked at this instruction being delivered to our workers who are already feeling a tremendous amount of anxiety with the pandemic we are all having to face.

The BC Labour Relations Board has been clear that in circumstances such as these, good faith efforts are expected of both parties to agree to planning for our workplace but the failure to agree to such a plan does not preclude an employer from implementing necessary changes that have previously been discussed in good faith. We will continue to raise planning change with you and attempt to work with you on reaching an agreement in all cases and in good faith, but we do not have the luxury of time to engage in unnecessarily protracted negotiations with you on immediate changes needed to protect our workers and our business.

We have enclosed with this letter an updated agreement for your signature dealing with the urgent matter of scheduling to maintain social distancing at our sites. This updated agreement incorporates related components from your proposals to that issue at hand so that we can implement these changes for our workers now.

We hope you reconsider your position and we can present a united front to our workers on the issues set out in the agreement proposed.

Failing agreement by end of business today, we will have no choice but to proceed with the changes and we will communicate to our workers that we are taking these steps because they are necessary and to meet their requests for changes.

Should workers have any questions or concerns about why these changes took so long to implement, we will direct them to you since you will be in a position to advise them why you delayed in signing this part of the agreement following our initial discussion on 20 March, and why today you asked me to “cease and desist from continuing to violate our CLA and change these shifts back until we have an agreement signed”.

We acknowledge that you have raised other matters in your earlier proposals unrelated to social distancing. Please know that we remain committed to discussing these matters with you in a good faith and meaningful way. We will seek additional agreements with you on these and other matters that arise in the natural course of this unprecedented event, as we have done previously.

We need to work together to do what’s right for our workers and our operations.

We will be notifying the workers of our commitment to working with you throughout this pandemic and of planning decisions for them when they are made so that they know what we expect of them and what we expect of ourselves. We hope to advise them that the enclosed agreement represents one collaborative step we have taken together to protect their and their families’ interests. I look forward to hearing from you by end of day today.

Yours truly,

Affonso Bizon
General Manager – BC Works
Rio Tinto

Enc. Agreement on Scheduling for Social Distancing