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April 3, 2020

Rio Tinto Alcan
1 Smeltersite Rd
P.O. Box 1800
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Via: Email

Attention: Affonso Bison

Re: Response to your letter “Notice of Force Majeure and Workplace Changes Needed to Protect our Workers”

Thank you for your letter of today. As the Union has repeatedly stated we are always willing and prepared to work with the Company. Unfortunately, not only is the tone of your April 2, 2020 letter not in keeping with your earlier email today suggesting that communications be professional and respectful, but you have inaccurate information and are making accusations without any foundation. The following will address the many inaccuracies in your letter:

1. “Notice of Force Majeure” in the heading of your letter has no legal foundation. The Collective Agreement does not have a force majeure clause. The Company is required to negotiate a Letter of Agreement if it wants to vary the Collective Agreement and cannot unilaterally implement the proposed shift changes or other matters without Union agreement.
2. Your characterization of my email to you this morning as hostile is incorrect. My email just set out the facts and the Union’s continued commitment to work with the Company despite the Company reneging on an agreement to our negotiated Covid 19 Emergency Measures Agreement, even after I had made sure before I took the LOA to the Union Executive that everything was agreed to. It was the Company’s unreasonably protracted decision-making, not the Union’s and for you to state in your letter that the Union was the cause of the delay is revisionist.

3. You have mischaracterized the Union's and my participation in the daily meetings. When we were planning the daily meetings the week prior, we told you that we had our monthly Executive meeting on the 25th. However, the Union on March 25, 2020 requested an emergency meeting after our Executive meeting and the information our members provided us was accurate.

With respect to the meeting on March 27, 2020, the Union offered to conduct the meeting at the Union Hall in a manner that respected social distancing so that we could resolve the Covid 19 Emergency Measures Agreement as the most productive manner to get it finalized. Instead the Company refused and further delayed the process.

On Monday March 30, 2020, you were advised that I was preparing a response to your Sunday email and obviously if you had honoured the Agreement that Christl had approved on behalf of the Company in the first place there would not have been any need for a further response to you.

4. You complain in your letter repeatedly about unnecessarily protracted negotiations. You lay blame on the Union for delay when rather than spending energy to fix problems you spend energy fixing blame and take no responsibility for the situation you find yourself in. You delegated to Christl the responsibility to negotiate a LOA with the Union and she, on behalf of the Company, agreed to a LOA that we took back to our Executive in good faith for approval. Once approved you refused to sign it – refused utterly to even contemplate accepting any responsibility or apologize for any delay or frustration experienced by the Union. If you are really serious about working together in a professional, efficient and collaborative way, you can start by looking at how you can improve and recognize that bad faith bargaining and playing hard-nosed will get you nowhere.

Please tell workers to speak to the Union about why the LOA took so long to implement. We welcome educating our members on how the Company has acted in these circumstances.

5. You have your information wrong about the Union's communication to our members with respect to members training staff. The Union did not instruct members to stop training staff.
6. The BC Labour Relations Board does in fact preclude an employer from implementing unilateral changes to the Collective Agreement. One of the purposes of the Labour Code is to "encourage the practice and procedures of collective bargaining", it is the Board's legislative mandate to disallow unilateral contract modifications. The Union will use all its power and the power of the Board to make sure the rights of its members are not trampled on simply because the Company doesn't get its way.

The Union remains committed to working with the Company and have signed the enclosed Covid 19 Emergency Measures Agreement.

Sincerely,

Martin McIlwrath
President
Unifor Local 2301