



Kitimat Smelter & Kemano Power Operations Workers
235 Enterprise Ave., Kitimat, BC V8C 2C8
Phone 250-632-4611 Fax 250-632-6308
www.unifor2301.org
unifor2301@unifor2301.org

April 3, 2020

Rio Tinto Alcan
1 Smeltersite Rd
P.O. Box 1800
V8C 1H1
Via: Email

Attention: Affonso Bison

Re: Union Members Training Staff

Further to your accusation that the Union has instructed members in the reduction department to stop training staff, your information is wrong about the Union's communication to our members.

If you recall, a Manager in the reduction department had requested that our members train staff. Consequently, in the Union's negotiations with the Company which the Company's representative agreed to, the Company and the Union included a provision in the Covid-19 Emergency Measures Agreement which set out a variance to the Collective Agreement as follows:

The union agrees to a variance of Article 6 allowing the Company to train staff using staff and our members in the Reduction Area. Once trained, these staff, will only be used to perform tasks which are critical and emergency in nature and only after all other options in the collective agreement, to have this work performed by hourly employees have been exhausted.

As you are aware, Article 6 gives the Company the right to perform hourly work in an emergency situation, but the variance is required because Article 6 does not give the Company the right to have our members train staff to do our members' jobs. The Union was giving the Company a variance to do your staff refresher training that you requested. The Company agreed to that variance, but you refused to sign the

agreement after the Union had confirmed the language was agreed to. We noted our concerns that there are a number of grievances in the system for staff performing hourly work in non-emergency situations and as we said on the daily Covid-19 phone calls, we don't want staff using Covid-19 as an excuse to do our regular work if it is not an emergency and pretend that the Company has exhausted all other options in the CLA.

The Union did not instruct members to stop training staff but we see it as a violation of the Collective Agreement and an unfair labour practice for the Company to order our members to train staff as it erodes the bargaining unit and removes our members' livelihood. Consequently, the Union requests the Company cease and desist from ordering our members to train staff without an agreed upon variance to the Collective Agreement.

The Union has repeatedly demonstrated the willingness to work with the Company on these issues and we look forward to discussing a mutually beneficial resolve.

Sincerely,

Martin McIlwrath
President
Unifor Local 2301