



## 2022 - 2023 Red Chris Mine Bargaining

# USW LOCAL 1-1937 UPDATE

### BARGAINING UPDATE #28 – April 26, 2023

Dear Brothers and Sisters,

You will recall that the Labour Relations Board (LRB) appointed Mediator had recommended the terms of the settlement last November which USW members voted by over 80% in favour of acceptance but was later not ratified by Newcrest.

After that process, the LRB then appointed an Interest Arbitrator to finalize the outstanding terms of the collective agreement following the receipt of submissions from the parties.

On short notice, the Interest Arbitrator, Ken Saunders, called the parties to mediation Saturday, April 22<sup>nd</sup>. He wanted to see if the parties could reach an agreement on the outstanding issues that he was appointed to resolve.

Local Union President, Brian Butler, and 2<sup>nd</sup> Vice-President, Richard Arnason, attended on behalf of the Bargaining Committee along with the Local Union's legal counsel this past Saturday in Vancouver. Brothers Matt Bergson and Troy Krauss were on standby in case a proposal needed to be reviewed with them.

To start the meeting the parties were spoken to by Arbitrator Saunders and then the lawyers relayed the parties' positions throughout the day. At the end of the day, both parties had given each other their final position on the outstanding monetary issues.

The next day Arbitrator Saunders strongly urged the parties to bridge the gap on the monetary issues and noted that if we did not, either party might not like the result of his award; the parties successfully bridged the gap on the issues and the Arbitrator made a binding Award putting the collective agreement in place effective Monday, April 24<sup>th</sup>, 2023.

The non-monetary issues that remain outstanding are Article 21, Contracting Out language, and the terms for a Letter of Understanding over matters the collective agreement will address respective to Newcrest's and the Tahltan Central Governments (TCG) Impact Benefit Co-Management Agreement (IBCA). Those two items will be the subject of further interest arbitration before the Arbitrator. However, the interest arbitration will not delay the implementation of the Collective Agreement which is now in place.

These items will be included with previously agreed items to form your collective agreement. The parties will then work toward compiling the terms below with these agreed items to form your collective agreement into one document. As per Article 5.08 of the collective agreement the Company will supply members with the agreement in a booklet form within 3 months of April 24<sup>th</sup>, 2023.

**The outstanding terms that are now Awarded by the Arbitrator include the following:**

IN THE MATTER OF AN INTEREST ARBITRATION UNDER SECTION 55(6)(b)(ii) OF THE  
*BRITISH COLUMBIA LABOUR RELATIONS CODE*, R.S.B.C. 1996 c.244

BETWEEN:

NEWCREST RED CHRIS MINING LIMITED

(**"Newcrest Red Chris"** or the **"Employer"**)

AND:

UNITED STEEL, PAPER & FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION,  
LOCAL 1-1937

(the **"Union"**)

**SECTION 55 INTEREST ARBITRATION**

ARBITRATOR:

Ken Saunders

COUNSEL:

Donovan Plomp and Lauren Soubolsky  
for Newcrest Red Chris

Steven Rogers  
for the Union

Peter Gall, K.C. for the Tahltan Central  
Government

WRITTEN SUBMISSIONS:

February 2, April 10, and April 17, 2023

DATE OF AWARD:

April 24, 2023

- 1 The Employer and Union agreed to my appointment under Section 55(6)(ii) of the *Labour Relations Code* to conclude the terms of their first Collective Agreement.
- 2 The process began with a case management meeting followed by extensive written submissions regarding outstanding items. I then met with the Employer and the Union to mediate a resolve. I made various recommendations for settlement during the mediation. The Employer and the Union worked hard to conclude a settlement but were unable to finalize a deal. What follows is the determination of outstanding items, save for Article 21 - contracting out, the LOU - IBCA Agreement and the Tahltan's application in respect thereof.
- 3 Attachment A is the agreed to language.

1. Matters Previously Agreed

The matters previously agreed to as set forth in *Attachment "A" – Agreed to Issues* remain agreed and shall form part of the collective agreement.

2. Effective Dates

All provisions contained in these recommendations shall become effective the date of this award unless otherwise specified.

3. Article 29 – Term of Agreement

The first collective agreement shall be two (2) years from the date of this award.

4. Article 7.02 – Overtime - Insert 7.02 a), b) and c) as follows:

*7.02 a) Employees who work hours beyond their designated shifts shall be compensated at the rate of 2 times their hourly rate;*

*b) Employees who work hours either prior to or after their designated rotation shall be compensated at the rate of 1.5 times their hourly rate for the first six (6) hours worked and 2 times their hourly rate for all hours thereafter.*

*c) Subject to the approval of their immediate supervisor, employees who trade shifts with another employee will not be compensated at the overtime rates in a) or b) above.*

6. Article 9.04 b) Night Premiums - insert the following:*9.04 b) Night Premiums*

*A night premium of Seventy-five cents (\$.75) per hour will be paid for all hours worked between 6pm and 6am. Effective twelve (12) months from the date of ratification the night premium shall increase to One dollar (\$1.00) per hour for all hours worked between 6pm and 6am.*

7. Article 9.04 c) – Travel Allowance – insert the following:*9.04 c) – Travel Allowance*

*The Company shall provide employees with a Travel Allowance per rotation for the travel time from the marshalling point to the mine site. Effective the date of this award, the travel allowance shall be as set out in the following table:*

<i>Marshalling Points – to and from the Mine Site</i>	<i>Travel Allowance</i>
<i>Smithers and other points not using marshalling point</i>	<i>\$500.00</i>
<i>Prince George</i>	<i>\$600.00</i>
<i>Williams Lake</i>	<i>\$725.00</i>
<i>Kamloops</i>	<i>\$800.00</i>
<i>Kelowna</i>	<i>\$825.00</i>
<i>Vancouver Island</i>	<i>\$900.00</i>
<i>Vancouver ( Lower Mainland )</i>	<i>\$950.00</i>
<i>Calgary</i>	<i>\$950.00</i>

*Effective twelve (12) months following the date of this award the travel allowance shall be as set out in the following table:*

<i>Marshalling Points – to and from the Mine Site</i>	<i>Travel Allowance</i>
<i>Smithers and other points not using marshalling point</i>	<i>\$500.00</i>
<i>Prince George</i>	<i>\$625.00</i>
<i>Williams Lake</i>	<i>\$750.00</i>
<i>Kamloops</i>	<i>\$825.00</i>
<i>Kelowna</i>	<i>\$850.00</i>
<i>Vancouver Island</i>	<i>\$925.00</i>

<i>Vancouver ( Lower Mainland )</i>	<i>\$1000.00</i>
<i>Calgary</i>	<i>\$1000.00</i>

The parties agree that, in the event the Company implements one or more change(s) that reduces scheduled travel time to the mine site from a Marshalling point (i.e. faster or more direct flights or less stops), the travel allowance applicable to such Marshalling point immediately prior to said change(s) will be reduced by the proportion that scheduled travel time is reduced.

#### 8. Appendix "A" - Wage Grades for Classifications

a) Insert the following Wage Grade for Classifications:

##### *Wage Grades for Classifications*

Wage Grade	Current Wage Rates
1	\$30.52
2	\$31.95
3	\$32.81
4	\$33.94
5	\$34.33
6	\$35.18
7	\$35.98
8	\$36.83
9	\$36.97
10	\$37.71
11	\$38.44
12	\$38.76
13	\$38.82
14	\$40.41
15	\$40.61
16	\$41.57
17	\$41.70
18	\$43.34
19	\$43.65
20	\$44.82
21	\$46.13
22	\$47.23
23	\$47.59
24	\$50.22
25	\$50.74
26	\$51.61

- b) Effective the date of this award the Company will provide a General Wage Increase of four and one-half percent (4.5%) to the rates set forth in a) above;
- c) Effective twelve months from the date of this award the Company will provide a General Wage Increase of four percent (4%) to all end rates as established by the General Wage Increase in b) above.
- d) Within thirty (30) days of this award, the Company will provide a Retention Allowance of Five Thousand dollars (\$5000.00) to all employees employed on the date of the award.

10. Appendix B – Profit Sharing – insert the following:

*Appendix B – Profit Sharing:*

*Profit Sharing*

*For the purpose of this C.B.A., the profit sharing payable during the calendar quarter (the payment quarter) shall be determined by the average price of copper in Canadian dollars in the preceding calendar quarter (the measurement quarter).*

*The average price of copper in a measurement quarter shall be determined by averaging the average monthly copper price for each month in the measurement quarter as determined using the London Metal Exchange settlement quotation for copper as published in Platt's Metals Week under the heading "L.M.E. Settlement," converted to Canadian dollars using the average monthly U.S. dollar to Canadian dollar exchange rate. The conversion to Canadian dollars will be made using the monthly average of the Bank of Canada's daily Canadian dollar to U.S. dollar closing rate. The average price of copper in Canadian dollars shall be rounded up or down to the nearest whole cent.*

*Based upon the average price of copper in Canadian dollars in the measurement quarter, profit sharing payments will be made during the payment quarter. Payments will be calculated by a) multiplying hours worked in the applicable measurement quarter by the employees' base rate(s) for such hours during such measurement quarter, then b) multiplying the sum in a) by the applicable percentage in the chart below:*

<b>Average Copper Price:</b>	<b>Profit Sharing Payment:</b>
\$4.20 Canadian or greater	+4%
\$4.09	+3%
\$3.98	+2%
\$3.87	+1%
\$3.64	+.5%

*For clarity, if an employee works at jobs with different base rates during the measurement quarter, then the sum in a) above would be calculated by multiplying the hours worked at each base rate.*

*On October 1st of each year, the average copper price in the above table will be increased by the most recent average annual Canadian CPI as per Stats Can.*

*Any funds payable under this plan will be paid quarterly by separate payment to each employee. An employee whose employment ends for any reason other than termination for just cause before the end of a measurement quarter shall receive a pro-rated payment based on the hours worked up until the last day worked in the applicable measurement quarter, at the normal time payments are made. Employees terminated for just cause during a measurement quarter will receive no payment on account of that measurement quarter.*

*A quarterly statement will be provided to the Union showing the hours and amount paid.*

*For clarity, payment for the present quarter shall be pro-rated based on hours worked after the date of this Award.*

11. Ken Saunders remains seized of the remaining issues in the Mediator's Report, namely, a) Article 21, contracting out and b) Letter of Understanding-IBCA Agreement.

It is so ordered



Ken Saunders, Arbitrator

The Local Union wants to thank its members at Red Chris for their unbelievable patience and strength throughout the LRB and Court related issues and the bargaining and mediation process that followed. To be clear, gaining certification and bargaining a first agreement very rarely takes this long to conclude.

We want to thank all of the bargaining committee members from the site including Brothers Matt Bergson, Troy Krauss, and Donnie McNeil, for their insight and efforts within the committee and support of the process. We also thank Sister, Dusty Palmer, and Brothers Richard Arnason, Jeff Bromley, and Nolan Paquette for their role in bargaining and mediation.

Many thanks to our legal team from USW District 3 and to District 3 Director Scott Lunny and Steve Rogers from Victory Square Law Office.

Congratulations to all of you on your first collective agreement. Your bargaining committee believes it to be an outstanding first collective agreement. We look forward to working with you all in solidarity over the years ahead.

There is still much to do, such as ensuring shop stewards are in place and trained to support members on site and having Safety Committee members in place as part of the Joint Occupational Health and Safety Committee (JOSHC). General information sessions will also be held along with onsite visits.

**We are confident that both Newcrest and the Union will move forward in a positive and collaborative way by building a respectful working relationship that benefits everyone involved, in support of the collective agreement we all share. We thank Newcrest as well for their efforts to conclude this collective agreement.**

**For any questions you may have, please contact Local Union Business Agent, Nolan Paquette, at [npaquette@usw1-1937.ca](mailto:npaquette@usw1-1937.ca) or call 250-668-8664.**

You may also contact your onsite Bargaining Committee representatives through their contacts below:

Troy Krauss – Email: [tmlk@hotmail.com](mailto:tmlk@hotmail.com) or Phone: 604-997-7539

Matt Bergson – Email: [mattbergson1@gmail.com](mailto:mattbergson1@gmail.com) or Phone: 236-550-9970

Donnie McNeil – Email: [wfg.donaldmcneil@gmail.com](mailto:wfg.donaldmcneil@gmail.com) or Phone: 250-550-4789

In solidarity,

Your Bargaining Committee,

Brian Butler, Nolan Paquette, Richard Arnason, Jeff Bromley, Troy Krauss, Donald McNeil, Matt Bergson

BB/jm  
usw1-1937

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