



2022 Red Chris Mine Bargaining

USW LOCAL 1-1937 UPDATE

BARGAINING UPDATE #18 – September 26, 2022

Dear Brothers & Sisters,

Great News!! The BC Labour Relations Board Mediator, after carefully reviewing the submissions of both the Union and the Company, has made his recommendations for the terms of settlement of a first collective agreement between the parties. Thank you for your patience in this lengthy but important process.

The mediator has given the parties 30 days in which to ratify or reject the terms, which will require us to conduct a vote upon the recommended terms of settlement amongst the members. It also gives the Company 30 days to ratify or reject the terms.

Upon reviewing the terms with the Bargaining Committee, the Union is recommending that members vote in favour to approve the terms as recommended.

The Union will soon be sending each member a Zoom invite to join a virtual meeting in order to hear more details of the recommended terms of settlement.

The Zoom dates will be scheduled in such a way that the most members have the opportunity to participate while away from the work site in a place with reliable WIFI.

Prior to the Zoom meetings, the Union will be sending each member all of the collective agreement terms for review.

Following the Zoom meetings with members, the Union will be conducting an electronic vote with the Question:

Are you in favour of the recommended terms of settlement? Yes or No

The following are highlights of the recommended terms of settlement:

Term: 2 years upon ratification.

Wages: 4.5% upon ratification and a further 4% after one year (8.5% total over two years).

Retention Allowance: All employees will receive \$2,500 upon ratification and after 180 days will provide all employees a further \$2,500 payment.

Overtime: 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 6 hours and 2 times their hourly rate for all hours thereafter.

Night Shift Premium: \$0.75 for all hours between 6pm and 6am upon ratification and \$1.00 effective 12 months from ratification.

Travel Allowance: All employees traveling from home, further than from Smithers, shall see significant increases in their travel allowance ranging from an additional \$100 per rotation to an additional \$500 per rotation over the two years of the agreement. Those traveling further and taking longer to get to work from their marshalling point receive the greater amount of increase due to the time spent traveling.

Health and Welfare Benefits:

Dental

- Terms and Conditions cannot be altered without written approval of the Union
- The cost of required medical and hearing exams covered
- Increase in major restorative services from \$3500 to \$3750 at ratification to \$4500 in 12 months
- Orthodontics, increasing to 60% at ratification and to 70% in 12 months
- Level III Dentures increasing from \$3750 to \$4500 in 12 months
- Level IV maximum increased as above

Extended Health

- Vision Care increased from \$300 to \$450 per 24 months
- Hearing Aids Increased to \$500

Benefit Layoff Coverage: Layoff coverage for benefits of up to two months.

Holiday Pay: Holiday pay will be improved so it is not just pay for days missed while on vacation but based on a percentage of your gross earnings which is typically higher than straight wage loss. The percentage of earnings will be 0-3 years at 6%, 4-7 years at 8%, and 8+ years at 10%.

Statutory Holidays: The addition of Truth & Reconciliation Day.

RRSP: Increase in company contribution from 6% to 6.75%

Profit Sharing: A profit sharing program will be put in place. The profit-sharing is much the same as the profit-sharing program at the USW operation at Highland Valley Copper. The program should offer significant quarterly payments to members based on the current price of copper.

Tool Allowance: Company shall provide all specialty tools required by tradespeople to perform their duties and a tool allowance of \$0.65 per hour for those who are required to supply their own. Tool boxes damaged beyond repair through legitimate accidents will be replaced with comparable standard by the Company.

Boot Allowance: \$500 paid to each employee per calendar year.

Seniority Rights: Seniority rights established based on each member's hire date that allows them access to training based on those rights as well as a right to postings and a process to allow for bumping for qualified members who are displaced. Seniority retention in layoffs up to 48 months.

Apprenticeships: Improved coverage for apprenticeship costs and improved rates of pay for apprentices.

Grievance Procedure and Union Stewards: As in all unionized workplaces, a fair process for all employees to file a grievance if they feel the employer has violated the collective agreement. Up to 20 Union Stewards will be selected and trained in order for members to have access to representation on the work site. The Union Committee will have an office on site and will have paid time away from their job when necessary to deal with grievances.

Contracting Out Language: A joint committee will be formed where all contracting out by the employer will have to be discussed prior to any contracting out taking place and the Company commits that it is their intent not to contract out the work of the bargaining unit and it is further agreed that the Company will not contract out work that directly results in a lay-off of a bargaining unit employee or while an employee is laid off.

Block Cave Bargaining Unit Work: The jobs that are a part or will be a part of the Block Cave project or operation, will be discussed between the Union and the Company in a formal way. Where the parties disagree on whether the jobs within the Block Cave work are Union jobs, the parties can refer the matter for a binding decision by the BCLRB.

Income Benefit Co-Management Agreement (IBCA): There is a recommended Letter of Understanding regarding the IBCA between Newcrest and the Tahltan Nation, in order to foster the productive and ongoing relationship between the parties.

Other Improvements: Important language on Tech Change Severance Pay, Permanent Closure Severance Pay, Leave of Absence provisions and Human Rights and Harassment language.

We are hopeful that after the lengthy negotiations and mediation, the Company will also recommend acceptance. If they do not, we suspect it would only be to further delay the process and create frustration amongst the crew. A positive step forward would be for the Company to accept what the independent third party has recommended after the mediator heard the extensive submissions of the parties based on comparable operations and industry. It is time to move forward.

If either party decides to reject the recommended terms of settlement the BCLRB will determine the next step after hearing from each party on what they feel that next step should be which could among other things, include binding arbitration.

As always, if you have any questions, please reach out to **Dusty Palmer** at (250)-710-6768 or by email at dpalmer@usw1-1937.ca.

Committee members at the mine site can also be reached by phone or email as follows:

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Donnie McNeil (250)-550-4789 or wfg.donaldmcneil@gmail.com

Matt Bergson (236)- 550-9970 or mattbergson1@gmail.com

In solidarity,

Your Bargaining Committee,

Brian Butler, Dusty Palmer, Richard Arnason, Jeff Bromley, Troy Krauss, Donald McNeil, Matt Bergson

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