



# USW LOCAL 7884

USW Local 7884  
PO Box 36 Elkford  
Ph: 865-2223  
Fax: 250-865-7515  
usw7884@telus.net  
Web: usw7884.com

June - 2016

## ***ON THE LINE***

### ***Teck Staying Optimistic as it Reports Surprise Profits***

*Teck Resources Ltd. is weathering low commodity prices amid a round of cost-cutting measures. Revenue at Canada's largest diversified mining company fell to \$1.7-billion in the first quarter, down 16.1 per cent from a year earlier, as prices fell for coal, zinc and copper. But the Vancouver-based company's executives are optimistic about the rest of 2016, pointing to an anticipated rebound in markets for coal and zinc.*



*"We're feeling pretty good here," Teck chief executive officer Don Lindsay said during a conference call with analysts. "The change in direction is real in both coal and zinc, and the world is unfolding in a positive way."*

*Foreign-exchange gains helped the Vancouver-based miner post a \$94-million profit in the first quarter, up from \$68-million in the year-earlier period. Teck had an adjusted profit of \$18-million or 3 cents a share in the three months ended March 31, down from \$64-million or 11 cents in the same period of 2015. But the latest adjusted share profit beat analysts' estimates for a loss of 3 cents.*

*In November, Teck announced belt-tightening for 2016, reducing and deferring \$350-million in capital spending while cutting \$300-million from the operating budget. The company also chopped 1,000 jobs, or roughly 10 per cent of its work force, and lowered its semi-annual dividend to only 5 cents a share. On Tuesday, Teck shares on the Toronto Stock Exchange climbed 4.8 per cent to \$13.69 – rallying since hitting a 52-week low of \$3.65 on Jan. 13.*

*Investor anxiety has eased over Teck's ability to pay for its share of the Fort Hills oil sands project in northern Alberta. Fort Hills is led by Calgary-based Suncor Energy Inc., which holds a 50.8-per-cent stake. France's Total SA has a 29.2-per-cent interest, while Teck owns 20 per cent.*

*Teck has so far poured \$1.9-billion into Fort Hills and has committed to invest a further \$1-billion for its portion of the joint venture, which is slated to begin production of bitumen in late 2017. The company estimates that its share of production, once operations are in full swing, will be 36,000 barrels a day.*

*The market for metallurgical (or coking) coal is finally starting to show signs of improvement as demand increases from Asian mills that use the commodity in the production of steel. On the supply side, an array of mines closed in recent years due to slumping coal prices. "We're very close to the zone of balance," said Real Foley, Teck's vice-president of coal marketing. "In fact, the fundamentals have improved."*

*TD Securities Inc. analyst Greg Barnes said Teck's Coal and Copper divisions exceeded his expectations in the first quarter.*

*Teck still intends to shelve expansion plans at its Coal Mountain project in southeastern British Columbia, and shut down the existing operations there in late 2017. Teck produces metallurgical coal at five southeast B.C. mines and one in Alberta.*



## *Teck CEO Pay Climbed as its Shares Tumbled*

*The Globe and Mail reports in its Saturday, June 4, edition that at mining giant Teck Resources, Chief Executive Officer Don Lindsay saw his pay rise in 2015 while many others in the mining sector cut compensation. The Globe's Janet McFarland writes that Mr. Lindsay was paid a total of \$10.24-million in 2015, up 2.7 percent from \$9.98-million in 2014, which included a 9-per-cent increase in his 2015 annual bonus from 2014. The raise came as Teck saw its share price tumble 66 percent in 2015 alone and it reported a loss of \$2.5-billion for the year while cutting 2,000 jobs over 18 months in 2014 and 2015.*

*However, Company spokesman Chris Stannell said 2015 was "a very strong year for Teck from an operational perspective," with all major operations achieving production targets and remaining cash-flow positive. He said Mr. Lindsay's base salary has been frozen since 2014, and the board reduced his bonus by 10 per cent to \$2.1-million from the level initially calculated under the bonus criteria. **Mr. Stannell said the bonus is adjusted to account for changes in commodity prices to recognize management success "in Controlling the Controllable."***



# Bargaining 2016

*Your Union Bargaining Committee will be fully transparent with our Membership regarding all of the non-monetary issues that are outstanding between the parties. The Company has five (5) outstanding non-monetary issues, and the Union has four (4) outstanding non-monetary issues. They are as follows, starting with the Company's non-monetary issues.*

## ***Company Proposal – Cap Bank Time at 96 Hours*** ***Proposed Changes Highlighted in Red***

Article 10.01(d) & 4x4 Memorandum C.3 (d): Employees working overtime may elect, at the time the overtime is worked, to take time off with pay in lieu of overtime premium. When an employee elects to take time off with pay in lieu of overtime premium, he shall be paid for the overtime worked at his regular straight time hourly rate exclusive of any premium and shall bank an amount of time off which, at his regular straight time hourly rate, will be paid for by the overtime premium he would have been paid had he not elected to take time off. Banked time off is to be taken as arranged by mutual agreement between the Company and the employee. **Employees may take a maximum of ninety-six (96) hours banked time off in any calendar year. An exception will be made during temporary layoff's or shutdowns as defined under Article 14.17 (a).**

**The Company wants to add the highlighted section to limit an employees yearly bank time use to 96 hours with the exception of temporary layoff's or shutdowns.**

## ***Company Proposal - Stat Holiday Pay when Sick*** ***Proposed Changes Highlighted in Red***

Article 11.05 An employee who is absent from work due to authorized leave of absence not exceeding fourteen (14) calendar days, shall be entitled to be paid for any Statutory Holiday which occurs during the period of such absence, provided the employee has worked the last shift on the schedule to which he is assigned immediately prior to the absence. Absence on either the qualifying day before a holiday or the qualifying day after a holiday or both for reasons of **the employee's sickness, accident or** bereavement leave shall not disqualify the employee for payment on the holiday. Sickness or accident shall be proven by a Doctor's certificate if required by the Company.

Absence on **both** qualifying days for any other reason shall disqualify the employee for payment for the holiday.

**The Company states that employees are calling in sick either the day before or the day after a Stat holiday or both, in order to get an extended holiday. The Company states that they want to end this abuse by deleting the highlighted sections so that employees do not qualify for a Stat holiday pay if they are sick the day before or the day after the Stat Holiday.**

# ***Company Proposal Apprentices Promissory Note***

## ***Article 16.08 This is a New Article Proposed by the Company***

As a condition of acceptance to the apprenticeship program, the employee shall sign a promissory note to the Company for the cost of the apprenticeship including pay maintained, travel allowance and other Company costs incurred as a result of attendance at technical school. This promissory note will be amortized on a reducing straight line basis over 4 years of service to the Company following certification. Should the employee terminate their employment before four (4) years of service has been fulfilled, the remaining value of the promissory note will be applied to final deductions or recovered as otherwise determined by the Company.

**The Company states that they invest substantial monies into an apprentice and their history shows that a large amount of the Apprentices are leaving shortly after they finish their Apprenticeships and have their Red Seal Certification.**

## **Company Proposal Application of Hot Change in Mine Operations**

**Company wants to keep Article 10.11 unchanged and  
Delete Letter of Understanding # 9**

**Article 10.11** An employee who is employed on continuous operations and who is required to use transportation organized by the Company for transport to his designated working place from a dry, shall depart from the dry at the designated time and remain at work on his job assignment until the next scheduled shift relieves him. Employees working the above schedule will be paid a premium of twenty-one dollars (\$21) for each complete work day worked. In the event that on occasion the relief to relief system requires longer than forty (40) minutes to effect, the Company shall pay applicable overtime rates of pay.

Overtime for this clause only shall be calculated as follows:

(a) If the period is less than fifteen (15) minutes, a period less than five (5) minutes shall be deemed to be five (5) minutes, a period between five (5) minutes and ten (10) minutes shall be deemed to be ten (10) minutes, a period between ten (10) minutes and fifteen (15) minutes shall be deemed to be fifteen (15) minutes.

(b) If the period is more than fifteen (15) minutes and less than thirty (30) minutes it shall be deemed to be thirty (30) minutes.

(c) If the period is in excess of thirty (30) minutes it shall be the actual period of time.

## **The Company Proposal is to Delete This “LETTER OF UNDERSTANDING - No. 9”**

### **SUBJECT: Article 10.11: Application of the Hot Change in the Mine Operations Department**

Notwithstanding the provisions of Article 10.11, the Company and the Union agree to the following Hot Change procedure for all Mine Operations employees currently receiving the hot change premium, except dragline operations. For the term of the current Collective Agreement the application of Article 10.11 shall be the Hot Change procedure which is outlined below:

All Operating Areas:

- Depart the Dry for place of work at 6:55.
- Work until 7:00 completing tasks currently underway and then park the equipment.

Mine Operations employees temporarily transferred under article 14.09 to another position will receive the hot change premium.

(i.e. The meaning of completing tasks currently underway is at the discretion of the employee.)

At the request of either party, the Company and the Union will meet to discuss and mutually agree to any adjustments to the Hot Change procedure to accommodate changing operating conditions and to maintain efficiencies during the term of the Collective Agreement.

The Company states in order to stay competitive in these market conditions, FRO needs to increase efficiencies and reduce operating delays. By deleting L.U. # 9 the Company will have the ability to have their employees in Mine Operations run their equipment until the next scheduled shift relieves them (seat to seat hot-change). The Company states that this would reduce the current sixteen (16) minutes of non-operational equipment, to one (1) minute of standby time thereby increasing efficiencies and reducing operating delays.

If Letter of Understanding # 9 is removed from the Collective Agreement, then all mine-operations employees would be required to operate their equipment until the next oncoming shift relieves them. In the event that on occasion the relief to relief system requires longer than forty (40) minutes to effect, the Company shall pay applicable overtime rates of pay.

So this means; if you are a haul truck driver and you get into the dry at 7.45 am/pm, you would be paid \$4.78 in overtime pay, if you get into the dry at 7.50 am/pm then you would be paid \$9.56 in overtime pay, if you get into dry at 7.55 am/pm you would be paid \$14.35 in overtime pay, and so on. Meanwhile the Company would make Millions of Dollars a year in increased production. There would be no contractual time set out in the Collective Agreement that would define what time you park your equipment at the end of your shift, or what time they get you into the dry, as long as they pay you the overtime pay, if it's later than 7.40 am/pm.

# *Casual Employees*

*This is the Current language for Casual Employees*

## **LETTER OF UNDERSTANDING - No. 11**

BETWEEN  
TECK COAL, FRO  
AND  
THE UNITED STEELWORKERS  
LOCAL 7884

SUBJECT: Casual Employees

The following are the terms and conditions applicable to casual employees:

(a) A casual employee is a temporary employee employed to perform a permanent job temporarily vacated because of:

i) vacation or special vacation pursuant to Articles 17 and 18 and the related provisions of the 4x4 Memorandum of Agreement;

ii) short-term illness or accident;

iii) bereavement leave pursuant to Article 19, jury duty/witness leave pursuant to Article 20, maternity or paternity leave pursuant to Article 21, Union business leave pursuant to Marginal paragraph 6.03, and similar leave of absences.

(b) In the application of paragraph (a) there shall be no more than a number of casual employees equal to five percent (5%) of the bargaining unit work force hired under this Letter of Understanding at any given time.

(c) A temporary work assignment under this Letter of Understanding shall not exceed seventy-five (75) calendar days unless the Company and the Union mutually agree to extend this time limit.

(d) A casual employee may be terminated at any time or when the temporary work comes to an end and shall have no seniority rights.

(e) Casual employees will be paid:

- the rate of the job they are performing;
- \$0.60 per hour in lieu of benefits;
- vacation pay at the rate of 4% of gross wages (payable each pay period)
- statutory holiday pay at the rate of 4% of gross wages (payable each pay period)
- 1 ½ times the employee's regular rate of pay for time worked on statutory holiday.

(f) Article 5 applies to casual employees.

***This is the Company Proposal to  
Expand the Use of Casual Employees  
Company Proposed Changes: Are Highlighted in Red***

*The following are the terms and conditions applicable to casual employees:*

***(a) A casual employee is a temporary employee employed to perform work which is of a temporary nature. The following are only examples of work which is of a temporary nature and it is agreed that special assignments are not limited to these examples:***

- i) vacation relief***
- ii) sickness and accident relief***
- iii) special projects***
- iv) special maintenance***
- v) leaves of absences***

***(b) In application of paragraph (a) there shall be no more than a number of casual employees equal to five percent (5%) of the bargaining unit work force hired under this Letter of Understanding at any given time.***

***(c) A casual employee may be terminated at any time or when the temporary work comes to an end and shall have no seniority rights.***

***(d) Casual employees will be paid:***

- the rate of the job they are performing**
- \$0.60 per hour in lieu of benefits**
- vacation pay at the rate of 4% of gross wages (payable each pay period)**
- statutory holiday pay at the rate of 4% of gross wages (payable each pay period)**
- 1 1/2 times the employee's regular rate of pay for time worked on statutory holiday.**

***(e) Article 5 applies to casual employees.***

***This proposal would allow the Company to have approximately 50 casual employees on site, working in any job classification, doing whatever job that the Company would deem necessary, with no restrictions or Union protection.***

# *This is the Unions Proposal to Report on Casuals & Back-up Foreman*

*Additions Highlighted in Red*

## ARTICLE 3. RECOGNITION

**3.05** The Company shall provide the Union with the following information pertinent to employees in Local 7884:

A listing of employees (quarterly) showing names, addresses and job classifications listed in order of Bargaining Unit seniority, and will also provide on a current basis:

- (a) copies of job postings, job awards and employee demotions;
- (b) listings of hirings, discharges, resignations, retirements and deaths;
- (c) job classifications and job descriptions;
- (d) descriptive information relating to pension and welfare plans;
- (e) exact copies of all disciplinary notes;
- (f) lists of employees who will work during any temporary shutdown or layoff.
- (g) lists of casual employees (monthly) including who they are replacing and for what reason.**
- (h) lists of back-up foreman (monthly) including who they are replacing and for what reason.**

**The Union currently receives monthly Reports on Casual employees under a separate agreement, however we want this agreement outlined in article 3.05 of the Collective Agreement. We also want monthly reporting on back-up foreman as back-up foreman under the Collective Agreement can only be used when a foreman is away from work sick or on vacation etc., or at work but away from their supervisory duties for a short period, doing such things as vacation scheduling etc. We believe that the use of back-up foreman is being abused on the mine-site and the Union needs the monthly reports to stop the abuse and have oversight.**



## **Unions Proposal on Changing the word Base to Total** **Changes Highlighted in Red**

### **ARTICLE 22. BENEFITS**

#### **22.05 Group Life Insurance** **Basic Coverage**

The group insurance plan will be carried by a commercial insurer. From the date of hire through to age sixty-five (65) an employee will have insurance coverage equal to his previous year's base **(total)** annual income from employment with Teck Coal, FRO to be known as his "basic insurance". Basic coverage shall be one and one-half times (1.5 x) his previous year's annual income from employment with Teck Coal, FRO. In the event the employee retires before the age of sixty-five (65), his insurance coverage shall remain constant from the time he retires until he reaches the age of sixty-five (65). When the employee reaches the age of sixty-five (65) his insurance coverage will be reduced to two thousand and five hundred dollars (\$2,500). The coverage will be further reduced by an amount of three hundred dollars (\$300) per year to one thousand dollars (\$1,000) at age seventy (70), which amount will remain constant. The entire cost of the premiums for the aforementioned insurance shall be paid by the Company. Revisions to the coverage will be made annually following totaling of annual earnings, including monies earned by the employee while on Union business at the equivalent rate of pay the employee would have received had he been at work. The amounts of coverage will remain constant for a twelve (12) month period following such revisions. A basic Job Group 1 income rate will be assumed for new employees.

#### **Article Clarification: Removed Base and Replaced with Total.**

**The Current Collective Agreement has the word Base which is not consistent with the Agreement between the parties. Total annual earnings mean's the employee's earnings for the proceeding calendar year including overtime, shift differential, hot change, and any other such premium paid by the Company in the previous year.**

# Unions Proposal on Casual Employees

## LETTER OF UNDERSTANDING - No. 11

### **SUBJECT: Casual Employees**

The following are the terms and conditions applicable to casual employees:

(a) A casual employee is a temporary employee employed to perform a permanent job temporarily vacated because of:

i) vacation or special vacation pursuant to Articles 17 and 18 and the related provisions of the 4x4 Memorandum of Agreement;

ii) short-term illness or accident;

iii) bereavement leave pursuant to Article 19, jury duty/witness leave pursuant to Article 20, maternity or paternity leave pursuant to Article 21, union business leave pursuant to Marginal paragraph 6.03, and similar leave of absences.

(b) In the application of paragraph (a) there shall be no more than a number of casual employees equal to five percent (5%) of the bargaining unit work force hired under this Letter of Understanding at any given time.

(c) A temporary work assignment under this Letter of Understanding shall not exceed seventy-five (75) calendar days unless the Company and the Union mutually agree to extend this time limit.

(d) A casual employee may be terminated at any time or when the temporary work come to an end and shall have no seniority rights.

**(d) The Parties recognize that casual employees are subject to dismissal for a lesser cause.**

(e) Casual employees will be paid:

- the rate of the job they are performing;
- \$0.60 per hour in lieu of benefits;
- vacation pay at the rate of 4% of gross wages (payable each pay period)
- statutory holiday pay at the rate of 4% of gross wages (payable each pay period)
- 1 1/2 times the employee's regular rate of pay for time worked on statutory holiday.

(f) Article 5 applies to casual employees.

**The Union has Deleted: A Casual employee may be terminated at any time or when the temporary work comes to an end and shall have no seniority rights and replaced with the highlighted in red (d) above. We believe that this change is necessary because some casuals are being terminated for unjust reasons, with no recourse to Union Representation.**



## **USW Local 7884 Bargaining Update**

Your Bargaining Committee met with the Company June 13, 2016 to continue our Bargaining discussions regarding all of the outstanding Non-Monetary proposals.

Both parties at this point were unwilling to move or concede on any of their outstanding non-monetary proposals and have mutually agreed to adjourn the Bargaining Process until further notice.

The Union or the Company can at any time notify the other party of its intension to recommence the bargaining process, and further dates will be scheduled to meet.

Obviously we do not want to get into any internal details in this bulletin; however, if anyone has any questions or concerns regarding our decision, we would request that you contact the Union Hall and we will be happy to give you further details.

**Phone: 250-423-1024**



## **Investigate & Educate or Interrogate & Discipline**

**Which one is more Beneficial to a Safe, Healthy and Productive Workplace?**

*The Union would say that to Investigate and Educate during workplace accidents would lead to a safer, healthier, and more productive workplace, however it seems that the Company prefers the later. Workplace accidents cannot be totally eliminated from our working environment; however, we should always strive to reduce the frequency of accidents from occurring by; doing a complete and thorough investigation and education process.*

*We cannot do this by instituting work practices that targets production instead of job safety, **one of the many examples are**; Let's institute a program that targets the bottom 4 drivers, tell them to pick up the pace and work outside of their comfort zone, and when they have an accident; let's interrogate them, blame them, and discipline them for having an accident.*

*Almost all of the accident investigations conducted by Management, targets the worker actions as being the sole cause of the accident, not once can I remember the Company taking any responsibility during an accident investigation.*

*Which one of the following investigation processes would be more beneficial to creating a safer, healthier and more productive workplace;*

- *Investigate the accident with the workers involved, determine how the accident happened, why the accident happened, preventative measures to be put in place to prevent the accident from happening again. or*
- *Do a Q&A with the workers involved, blame them for the accident, interrogate them to the point of creating inconsistencies in their story, and suspend them for being dishonest, or discipline them, and send them back to work; pissed-off and not concentrating on their job.*



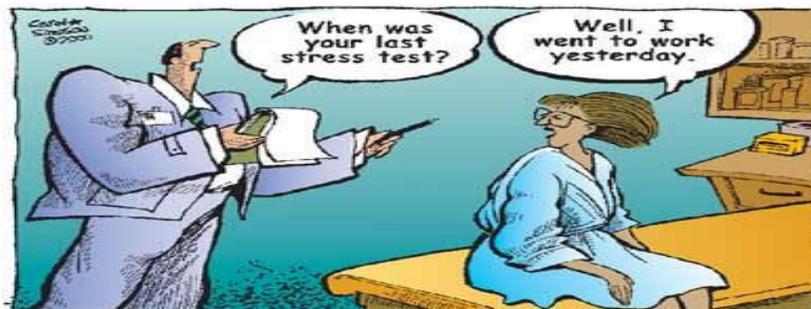
**“There isn't enough blame to go around,  
there's only enough for you.”**

## *Stress – A Message from a Worker*

*Is there a problem with workplace stress on our mine site? I would say “Yes”, without a doubt! Can we see what is causing the stress? We can probably point our fingers at a couple areas that are obvious. We deal with so many things in our everyday lives that cause stress it has become white noise. I find myself waking up in the morning thinking; have I done anything wrong yet? The problem with that is; this thought consumes most of us all day at work. A culture has been created at our work site that puts us all on the edge before we can even think about doing anything safely. There is a program in place to help us deal with stress but this generally just causes us more stress.*

*You are told to take five to think about what you are doing so stress doesn't get to you. But the next day you are pulled in and told that you are in the bottom 4 program because you are driving 1.6 km slower than the other drivers. At the end of that conversation you are told we will watch to see if you get better. No stress there. And if you speed up and have an accident you will be disciplined. Every month we have a meeting to tell us we are doing a good job. And the only thing that comes from that is you have to do better. We have pie charts and graphs all over the common areas that show red for bad and green for good. If we get to a green world it turns red very fast when someone ups the ante and sets the goals higher for us to achieve. And away we go again. This toxic environment the Company has created seems to be normal around most work sites these days. Or maybe that's the only normal I have come to know. How is it that we can recognize stress and understand it, but not make any attempt to stop it?*

*A program was brought in a while ago to put eye cameras in trucks because we are told we are falling asleep at work. But then we are asked to work a longer day! We are told we can't text on our phones but are told we have to respond to a messages on our MDT system. But when we pull over to do it safely we are not being productive. You are to do a proper ground check in 12 minutes. If you miss something and there is an incident, you should have taken longer. I'm not sure how to deal with stress myself but I can tell you one thing, if I go to get help from the Company it won't get any better. Generally, I can talk through any situation to make it better but seeing what some shifts deal with on a day to day basis with their foreman, good luck with that! Although I don't work in the shops I see the same issues there, get the job done with the tools we give you. OOP'S where out of tools. No different, just get it done. We can only hope that one day we will be lucky enough to have someone stumble onto our worksite and make changes that really count, and put people before profit.*



## *Two Faces of the Company*

*Does the Company tend to have two faces regarding issues, or do all of their decisions come down to cost, profit, production, and productivity? Are all their greedy decisions at the expense of the worker, in-order for the shareholders to be happy and make a huge return, and so that Don Lindsey gets his big fat bonus?*

*I can recall in the early 90's when Westar owned Greenhill's mine and they wanted to dump waste over the west side spoils facing the town of Elkford. Westar had Public forums at the old Rec Centre in Elkford and Fording Coal (now Teck) was front and center screaming in opposition to the proposed west side dumping towards the town of Elkford.*

*Fording Coal was in complete opposition to the proposed dumping towards the town of Elkford, they stressed that if the Government allowed the proposed west side dumping, it would create serious health and safety hazards to the community of Elkford, and its citizens. Weststar was ultimately not successful in their application process.*

*In the mid 90's Westar went bankrupt and was purchased by Fording Coal, who was now making application to the Government to dump over the west-side spoils facing the town of Elkford. Now the message from Fording Coal was; that everything was safe and that their west side spoil dumping proposal would not create any adverse health or safety risks to the town of Elkford or its citizens.*

*Our Union approached the Fording Coal representative who was in opposition of the proposed dumping at the Westar forum in the early 90's and asked him why he had done an about face on the issue of west-side dumping towards the town of Elkford.*

*He stated that their previous Visual, dust, and noise studies were flawed, and now their new studies showed that everything was fine and within safe guidelines and that there were no health or safety risks to the Village of Elkford or its citizens. **(it's funny how that happens.)***

*We've heard for years, the Company's message that people have too much stress in their lives, and how it is important for us to take time to unwind after work. Maybe take the dog for a walk, and spend some time relaxing with the family before going to bed, and that unwinding, and relaxing after work is an important component to getting the good night's sleep that you need; before you have to get up for your next 15-hour shift.*

*Studies have proven that it is very unhealthy for workers to work long hours, go home, eat dinner, and go to bed, this will have a negative impact on the worker's long term health, and will also affect their ability to have a restful sleep, which in turn will create fatigue, stress, and have a negative impact on their ability to safely concentrate on their job duties the next day.*

*We work in a safety sensitive workplace; events are constantly happening around us that require our full attention. If you are fatigued, you are not able to respond quickly to events as they occur. A situation could rapidly develop that you may not be in a position to correct or deal with safely.*

*Now the Company is trying to institute a seat to seat hot-change in mine-operations which will have the employees working even longer hours and getting home even later after shift, thereby decreasing their ability to unwind, in-order to get that good night's sleep that they need to prepare for their next shift.*

*The Company states that in order to stay competitive in these market conditions, Fording River needs to increase efficiencies and reduce operating delays. Deleting letter of understanding # 9 will give the Company the ability to have their employees in Mine Operations run their equipment until the next scheduled shift relieves them. This will reduce their current sixteen (16) minutes of non-operational time to one (1) minute of non-operational time, thereby increasing efficiencies and reducing operating delays.*

*So what is the message from the Company; do we take time to unwind after work, and spend some quality time relaxing with the family before going to bed in-order to get a good night's sleep? Or is it; that we work longer, and get home later, in order to increase efficiencies and reduce operating delays?*



**“This next part is important. Can you say, ‘putting people before profits’ – three times fast – without laughing?”**

## ***Your 7884 Pension Plan and Benefits***

*When an employee retires from Fording River, it is the Company's responsibility to send the retiree a Pension package in the mail, outlining their entitlements and options under the plan. In February of 2016 the Union was investigating a Pension Plan grievance that was scheduled for arbitration, while doing a thorough investigation we came across some irregularities regarding three (3) retirees Pension entitlements.*

*While doing our pre arbitration investigation we had called many of our active retirees and had found three (3) retirees who had retired between October 2014 and June 2015, who were not receiving a monthly Pension. While talking with these retirees they informed me that they did not know that they were entitled to a Pension, and they did not receive any Pension package in the mail from the Company outlining their entitlements or options under the Pension Plan. Remember, what I said previously, it is the Company's responsibility to notify every retiree of their entitlements and options under the Pension Plan.*

*I then called the Company Pension administrator who informed me that she would investigate my concerns and get back to me, she called me back and informed me that the three (3) retirees that I had outlined had indeed fell through the cracks of the Company's notification protocol, and were not notified by the Company as to their Pension entitlements or options under the plan. She assured me that she would immediately send out Pension packages to the three (3) retirees who were not notified of their pension entitlements.*

*The Union immediately filed a grievance against the company for not paying Pension payments to retirees, and that all affected retirees be made whole including all interest and other monies and benefits lost. The Company settled the grievance by paying out over \$231,000.00 to the three (3) retirees who fell through the cracks, and were not notified of their pension entitlements or options under the plan.*

*It is our position; that if it were not for the Unions investigation into the Pension arbitration and the Company's requirement to produce pre-hearing disclosure, that these three (3) retirees would never had known that they were entitled to a Pension, as the Company failed to notify the retirees of their Pension entitlements and options under the plan. It is important to know that the Pension Vesting period changed in September of 2015, from two (2) years to one (1) day, where after one (1) day of employment with Fording River all 7884 members are entitled to Pension options and monies under the plan. So be aware that it is your responsibility to be vigilant as to your Pension Benefits, and not be a statistic that fall's through the cracks, of the Company's notification responsibility.*

# Grievance Report

*It's been very busy lately with scheduled arbitrations lined up one after another.*

*The main reason for the increase is the Company's aggressive discipline responses to violations of rules and policies. In our opinion in many of the cases the Company is over disciplining and in many of the cases simply wrong in describing the offence. Unfortunately, we have experienced this before with the previous owner and it led to several disputes which at the end of the day accomplished nothing. In fact, this aggressive approach led to an unhealthy relationship between the employer and our members.*

*So why would the Company want to travel this road. In our opinion it is a poor management strategy.*

*When lawyers or third parties (Arbitrators) are consistently called on to determine mining practices, someone is not doing their job. The Union will always be open to discuss any problems and to come to a solution. Unfortunately to often the communication required to solve problems simply does not exist. As one Arbitrator said in our past, if you want to continue down the path of dispute after dispute keep up what you're doing as you're doing a fine job of it.*

*Unfortunately, we see no change coming from this Employer, so buckle up folks were in for a rough ride.*

*We call on all our members to follow every single rule to the letter. If you're not sure of a rule or procedure, ask to see it before you do the job. If you feel a tool is inadequate or a piece of machinery is mechanically not sound call it in and get it addressed. If it is not addressed in a reasonable time call for a Safety Rep. If the machinery poses an immediate danger shut it down.*

*If anyone is criticized for performing their job safely, report it to the Union immediately.*

***Please contact us if you have any questions or concerns.***

# Arbitration Schedule

- 1) *June 27 Discharge Arbitration*
- 2) *July 18 thru to the 22, Drug / Alcohol / Medicine Policy (The DAM Policy)*
- 3) *July 28, 29 Discipline Grievance (step 3)*
- 4) *August 15, 16 &17 Discharge Arbitration*

*We are hoping to schedule as many arbitrations as we can before the end of the summer. Please drop into the Hall to discuss the above cases or the many disputes we have on the go.*

## **The D.A.M. Policy (Drug, Alcohol, Medicine)**

*We are presently scheduled for another week of hearing Company witnesses on July 18 thru to July 22.*

*So far we have well exceeded the days of hearings as compared to other similar cases which have been heard in Canada. It seems every time we get close to finally hearing closing arguments another bus load of witnesses shows up for the Employer. In our opinion much of the evidence were hearing adds nothing to our dispute and will carry very little weight when the arbitrator finally decides the matter. Final arguments were actually scheduled for July, 2016 and they have now been pushed to November, 2016.*

*A lot of our members are asking why is the Arbitrator not putting an end to the constant stream of Company witnesses, many of whom do not work at our mine or have any meaningful relationship. Unfortunately, the arbitration process can be abused as the rules for allowing evidence are much more generous than other Legal Courts / Tribunals. So far we respect the Arbitrator's management of this legal dispute. We completely understand the arbitrator directives, so to not allow a chance for an appeal of his decision when it is finally reached.*

*A good example of this is the Suncor decision which the Courts in Alberta quashed because the arbitrator did not give weight to any evidence from those employees' outside of the Local's Union. The Court ordered that the arbitration start afresh with a new arbitrator. We note the Union in that case is appealing that decision to the Courts.*

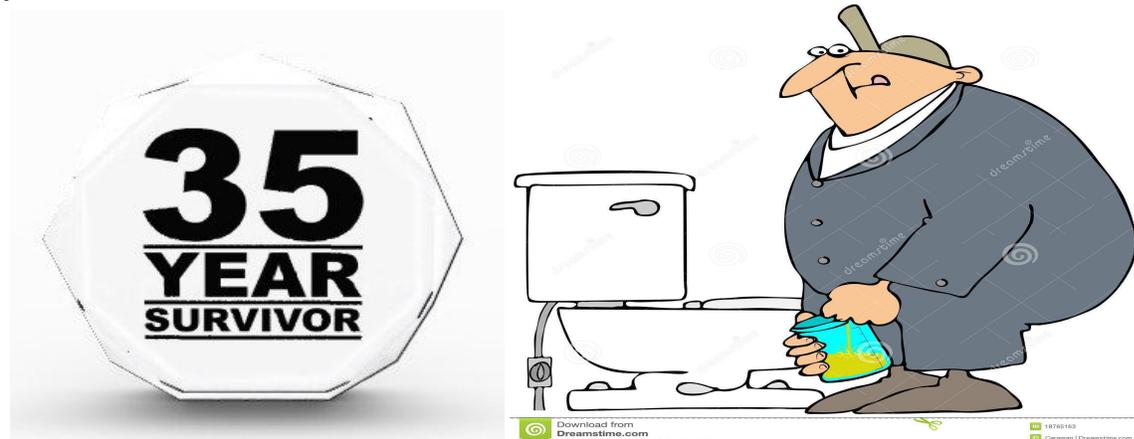
*The quashing of the Suncor decision does not assist Teck in anyway. Of more importance, is the very recent Cardinal River Arbitration award on the very same policy as ours? The arbitrator in that case did not accept any of Teck's evidence or legal views on any of their points. This decision was not appealed by Teck.*

*So why are they continuing with our dispute? That is a good question. Is it because they want to save face or because they don't want to pay any personal damages? (We note Teck from the beginning argued that if the policy is found to be wrong than any wrongs can be addressed by a monetary award). When the Cardinal River decision came out Fording River came out with a bulletin stating in part "we are reviewing the decision". We have not heard any comment since then, except to schedule more arbitration dates.*

*We are hopeful that someone with authority within the Teck organization will recognize that this policy is not in keeping with Canadian Laws, Human Rights and the Privacy Rights that all Canadians enjoy. We continue to see the harm this policy causes. Teck says other Countries have adopted this highly intrusive policy and that it would be good for Canada to do the same. Frankly, that decision is for our Government to decide, and it is not up to Corporate Canada to determine our basic rights.*

### ***A short story that happened recently at Fording River***

*A 35-year member went to work one day and during the day his immediate Supervisor and co-worker's took the time to congratulate him for 35 years of accident free service. After the small ceremony, the member went to go back to work. He was immediately advised that he could not go back to work as he had been selected to provide his urine to Teck for testing. The member was later told if he did not provide his urine he would be fired. So much for 35 years of accident free service.*



# WCB Report

*We have recently seen an increase in WCB claims and with that disputes with the Employer and WCB Board.*

*More and more we are seeing our members doing the right thing. That is reporting their injuries and seeking advice from the Union.*

*If you have an injury report it immediately. If you suspect that your sore wrist or lack of hearing or whatever your medical issues are work related, report them.*

*Do not agree to provide medical information to the Company without contacting the Union Hall. This includes signing any document allowing the Employer to get your medical records.*

*If you have any questions, please contact the Hall.*

## **“Coaches” The New Lead Hand**

*Maybe it's because of the Hockey season, as we found out that the Company has now in its employ Coaches. However, those hoping to champion a NHL Team need not apply. Actually it's just a new name for a “Lead hand”. The Union has tackled the use of lead hands and back-up supervisors for years. Recently the Union filed a grievance on management abusing the lead hand agreement which allows the Company to use lead hands (or is it a coach) on a short term basis. A good example would be a shovel down for an overall pm. The Foreman obviously cannot be in the shop and the pits at the same time. The use of a lead hand (or is it a coach) in these circumstances would be appropriate on a short term basis.*

*We ask all our members to keep an eye out when the Company is using a lead hand (or is it a coach) as well the job they are doing. Please give us a call and give us the information as to what these lead hand/coaches are doing on your shift. We will use the information only and your names will not be reported as the source of the information. Please call us if you have any questions or concerns.*

# Medical Marijuana

*The Union is presently reviewing two cases within our local that concern medical marijuana usage. Teck has made it very clear that you cannot use this prescription and work at the mine. These cases do not involve the actual usage on the mine site rather it is the use of this prescription away from work. Teck recently had a medical marijuana case at another mine site, and in that case the worker was sent by Teck to a medical professional of the Company's choosing.*

*The medical professional determined that the worker's dosage and usage would not affect the worker's ability to work at the mine. Teck then proceeded to get an opinion from an American doctor. That doctor provided the opinion in line with Teck's philosophy. We note this same US doctor has provided his opinion in several other cases for Employer's in Canada and his views were not accepted.*

*We have no doubt that we will soon be in the Courts to determine this difficult issue. For more information, please contact the Union Hall.*



Next Union Meeting  
July 20, 2016 @ 5pm

## **Auditor General of BC Criticizes the Ministry of Mines**

*In British Columbia we have what is known as an Auditor General. The duties of this Independent Government Officer are to conduct financial audits, performance audits and other non-audit reports. With this system of review British Columbians will know how well the Government is managing its responsibilities and resources.*

*In a very recent report, on British Columbia's mining industry it was found that the Ministry of Energy and Mines failed the test. The report indicated that the Ministry lacked sufficient resources to do their job, that there were infrequent inspections and a complete lack of enforcement. "As a result, monitoring and inspections of mines were inadequate to ensure mine operator's complied with requirements".*

*The report also indicated that mining companies have to provide monies to cover the liability in case a company ceases to exist and leaves taxpayers on the hook to clean up the mess. This fund is presently 1.1 billion dollars under funded with 60% of that under funding falling on Teck Resources.*

*The Auditor General made it clear that the Ministry of Mines mandate to promote mining in British Columbia and regulating the industry is in direct conflict. We need to get rid of the Mines Ministry role of regulating mining and give that job to the Worker's Compensation Board. They have the tools and Resources.*

*Of course, the Minister of Mines Bill Bennett disagrees with this direction and we presume the mining industry does as well. We think it's quite ironic that Teck has imposed random testing on its employees when they enjoy a mining regulation system that is completely lacking.*

*So what's good for the goose is good for the gander. Impose a stringent enforcement system on the mining industry immediately which encompasses random inspections, penalties and Last Chance Agreement. Also order Teck to immediately pay all monies owed to the Government fund that protects the taxpayer. Unfortunately, with the Government we have; the Mining Industry can look forward to several more years of inadequate oversight.*

- *Teck in Court February 2, 2016 facing fines for two separate chemical spills in the Columbia River.*
- *Teck in Court on 19 charges that stem from operational activities in Sparwood, BC.*
- *Washington state citizens sue Teck Cominco over pollution to the Columbia River.*

# Show your Union Card

## Here are the Participating Businesses.....

1. The Cottonwood Tree (Fernie)  
Health Food store -10% off products
2. Sparwood Hose & Fitting - 5% off
3. Intermountain Services  
- \$100 off purchase of a seacan  
- 10% off rental
4. NAPA – 10% off (applies to all mine employees)
5. Cummins Western Canada  
- 5% off
6. BOARDSTIFF – in Fernie BC  
- 10% off
7. Elk River Guiding Company Fernie, BC  
- 15% off
8. Gear Hub Sports  
- 15% off
9. Corrine's Carpet Cleaning - about 15% off and NO taxes. (works out to about \$0.22/sq.ft. depending on size of area)  
- Servicing Elk Valley and Crowsnest Pass  
- Call 250-430-7020 or 250-425-9961 for a quote.
10. The Good Earth Natural Alternatives  
- 10% off Vitamins & Supplements
11. Gerick Sports  
- 5% off hard goods / 10% off soft goods at regular price.
12. Mountain Ink – Serving Fernie to Fort Macleod (\*\*NEW\*\*)  
- 10% off all purchases on printers, ink, paper, office supplies and more.  
- Call 403-564-4303/www.mountainink.ca
13. www.driwashalberta.com - Waterless Car Wash Products - Norm Ouellet Owner  
- 10% discount - Call 403-563-2330 or visit website above
14. W.E. Insurance (Home and Auto) - Call 1-800-663-4200 in BC (Auto not available)  
- Call 1-877-787-7021 in all other Provinces.
15. W.E Tax Services - Call 1-800-845-1181

# Work to the Rule

*Normally, a work to rule campaign is a Union initiative designed to slow down production. What happens is all Union members are required to follow every rule or policy to the letter. This would also require all members who cannot remember a job procedure to request a review of the procedure before the job proceeds.*

*This would also include all Equipment Operators or Haul Truck Operators to operate their machinery at speeds that are comfortable to them. Remember the golden rule "Drive to the Conditions".*

*Now we are certainly not calling for such an initiative, however we are asking all members to follow the Policies / Procedures as set out at Teck. If you're unsure about a job procedure, ask before you do it. The message is "stop taking short cuts".*

*You might believe that you are helping Teck's bottom line if you do take a short cut or speed etc...Guess what, Teck has made it very clear that they don't want this kind of help and if you're caught they will discipline you up to and including discharge.*

*If you see a fellow member doing something wrong go tell them, rather than running to management later that day. If you get harassed by anyone for following the rules we will immediately take them to task. If you have any questions, please call the Union Hall.*



## Union Representation (When Do I Need It?)

*Our Collective Agreement allows for Union representation for certain circumstances. Firstly, Article 7:03 contemplates that a variety of disputes or complaints may arise from time to time. You should first talk to your immediate supervisor and hopefully resolve the issue. If you cannot reach a resolve, a Shop Steward should be contacted so that they can provide advice and meet with a member of management to discuss the complaint or dispute. When discipline is being contemplated by management, you have the right to Union representation; management must offer you the option of having a Shop Steward present.*

*It has been our experience that all workers who face a possible disciplinary meeting should always exercise their right to representation. The Shop Steward is there to advocate on your behalf, they will have knowledge of similar incidents and the past practice. They will make sure the issues are properly identified up front and have the opportunity to provide you with guidance. Sometimes, the issues are clear and the Shop Steward will make sure that notes are taken to reflect the meetings discussions.*

*In many cases, the Shop Steward will be able to provide argument and ask questions on matters that you did not think of. The right to representation is one of the most important rights that you have so take full advantage of it, if you have any questions call us at the Union Hall. Stop by or send us an email. 250-865-2223 or [usw7884@telus.net](mailto:usw7884@telus.net)*



# WHY YOU SHOULD REPORT ALL WORKPLACE INJURIES?

*To often workers run into problems with WCB when injuries/incidents and accidents are not reported. For example, a haul truck driver is getting loaded at a shovel and gets hit by the shovel bucket. The truck driver immediately feels a pull or strain in his back and neck and thinks nothing of it and continues on his haul, thinking the pain will go away.*

*The next day at work the pain and discomfort increases, and the worker reports the incident and pain to his foreman and first-aid. The worker then leaves work and goes to the doctor and after testing it is determined that the worker sustained an impact injury that requires surgery. The WCB Board denies the workers claim because he did not report the incident injury promptly, or in other words it may have happened somewhere outside of the workplace. Now the worker has to wait for surgery which could be several months. The worker receives no assistance from WCB, and the worker will have to appeal the WCB decision denying the claim, which will also take several months.*

*The employer as it has in many occasions will support the WCB decision denying the claim. The employer will argue either in writing or at an oral hearing that the claim should not be accepted because it was not reported in a timely way. The worker has surgery and misses' months of work, again no WCB coverage. The worker ends up with lifetime problems. The worker loses their WCB appeal. The worker loses thousands of dollars and possibly their job. Why? Because the worker did not immediately report his injury to first-aid.*

