



MPMC Bargaining Bulletin #4

For All Mount Polley Employees

May 27, 2018

Fact Check on "The Facts"

On May 24, the USW issued a leaflet that was titled "The Facts". In spite of the title, a number of claims in the leaflet are not facts at all.

It is understandable that the parties have different opinions about the issues in the current dispute. Opinions are one thing. But it is important that both sides do their best to be accurate about the facts.

The Company has tried to be absolutely factual in its communications. We have not always been perfect. But when an inaccuracy in one of our communications was pointed out to us, we corrected it immediately.

Mistakes happen, sometimes from over-enthusiasm. Whatever the reason, FACTS are important. The Union membership deserves to know why it's on strike.

In the USW leaflet, there are several claims that the Company is seeking "several major concessions". According to the leaflet, the strike is mainly because the members are "NOT prepared to accept concessions". If that is really what the strike is all about, it's particularly important to look at the issue of concessions – based on facts.

First, what is the definition of "concession". According to the dictionary definition, a concession is *"a thing that is granted, especially in response to demands"*.

The Union leaflet leads its list of what it says are "Mount Polley's Concessions" with Temporary Employees. Let's look carefully at this issue. The Company has only one modest proposal in this area. We proposed amending Letter-of-Understanding #3 to allow the use of temps to relieve on extended leaves of absence "as per past practice". On the other hand, the Union has proposals that restrict the use of temporary employees very significantly.

For example, the Union wants to narrow the definition of "special projects" (which affects a number of provisions). The Union also wants to limit the use of temporary employees so that they no longer can be used for vacation relief and can only be used for special projects (as narrowly redefined by the union).

The Company recognizes the right of the Union to make such proposals. But it is upside-down for the Union to claim that it is the Company who is seeking concessions. The Company only wants to use temporary employees for vacation and other extended leaves as per past practice. On the other hand, the Union wants language to compel the Company to drastically limit the use of temporary employees. This is a clear example of the Union demanding that the Company grant a concession, not the other way around.

A number of the other so-called concessions are equally inaccurate. For example, since when is the duration of the collective agreement a 'concession'? Why is the Union's proposed two-year agreement *not* a concession, but the Company's proposed three-year agreement *is* a concession? (Note: the Company's proposal is two years *shorter* than the recently expired agreement!) Presumably, the Union's real complaint is that it would like a bigger wage increase in the third year of the Company's proposed agreement. That is a valid point of disagreement, but it doesn't magically turn the duration of the agreement into a concession.

Another example from the Union leaflet: the Union claims the Company is looking for a concession with respect to Union recognition. Presumably, this is a reference to the Union's proposal for a union office on Company property. The Union is within its rights to propose such a thing. But let's be clear: the Union is demanding that the Company grant it something it doesn't have now. It is the Union that is seeking a concession, not the Company. And so it goes.

These are not real concessions, at least not ones sought by the Company. During negotiations, your Union representatives forcefully argued against a real concession – the Company's proposed rollback of the copper bonus. (Note: At the time of the tailings breach, all staff employees gave up the copper bonus, which has not yet been re-instated for them.)

In spite of very significant financial pressure on the Company, the Company accepted the Union's position that it wouldn't accept monetary concessions. Therefore, the Company agreed to maintain the present copper bonus (and even improved it, to guarantee the bonus would never fall beneath 5%).

This was a significant accomplishment of the Union bargaining committee. The Company was hoping this movement by the Company would lead to a settlement. Instead, we are all dealing with a strike – against what the Company believes are make-believe concessions.

The Company has made a very fair offer in the current financial circumstances of Mount Polley. The Company is prepared to enter into further negotiations at the time that we see some sign that the Union recognizes it has already achieved the vast majority of what it can reasonably hope to accomplish in this set of negotiations.

This bulletin is authorized by
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