

**The Rise of Precarious Employment and the Loss of Union Power in the Sudbury
Mining Industry, 1969–2020**

by

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Abstract

This dissertation explores the rise of precarious employment and its relationship to union power within the Sudbury, Ontario, Canada mining industry between 1969 and 2020. Utilizing a case study of United Steelworkers (USW) Local 6500, this research maps periods of negotiations, labour strife, and the 2006 sale of the International Nickel Company (Inco) to Vale S. A. (formerly *Companhia Vale do Rio Doce*) as catalysts for shifts in power for the union. These events are interpreted through the theoretical lens of political economy informed by the work of Leah F. Vosko's theorization of precarious employment. I argue that a decline in union power is correlated to the rise of precarious employment within the industry and the union's shift away from a mandate of embeddedness in the local community. The union's ability to control contracting out has been limited by neoliberal management strategies focused on cost-cutting and labour flexibility through the divestment of non-core mining activities and staff; change in ownership, which globalized the industry; and legislative and policy changes that have increasingly shifted bargaining power away from workers and unions, towards corporate control. The union also missed opportunities to engage in a more holistic or socially aware view of union power. The change within the Sudbury mining industry from a high level of standard employment to precarious employment and the union's movement away from community embeddedness has paralleled a significant change in workers' subject position, degrading the richness of the narrative resources of unions, which have in turn contributed to a weakening of union power. The case is built on the analysis of: (1) 35 semi-structured, individual interviews with union officials, current and retired mine workers, and industry key informants; (2) an examination of contracting out language from 13 of USW Local 6500's collective agreements from 1969 to 2020; and (3) archival documents from USW Local 6500, union leaders, and Sudbury politicians. The multi-method approach is pursuant of an integrative, interdisciplinary analysis of precarious employment within the Sudbury mining industry and of its relationship to union power. The findings conclude that since the late 1960s, Inco and the company's successor, Vale, adopted a staffing strategy to limit the size of the directly employed, unionized workforce through contracting out. The prevalence of precarious employment within the Sudbury mining industry demonstrates this form of employment is a risk to even longstanding, powerful unions such as USW Local 6500.

Keywords

Union Power, Precarious Employment, Contracting out, Mining Employment, Union Strategies

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Chapter 1 – Solidarity to Precarity in the Sudbury, Ontario Mining Industry

Inco was the bread-and-butter job to have in Sudbury ... you get a job with Mother Inco. Vale doesn't have that respect ... we're going back to the dark ages. That's what the members feel ... We're going back to the dark ages ... I feel like we're having conversations that our brothers and sisters did back in the '50s ... my grandfather fought those fights. You know? (Jonathon, Union Representative, USW)

Introduction

This dissertation explores the changing nature of work within the Sudbury, Ontario, Canada mining industry between 1969 and 2020. Within this period, employment norms within the industry have shifted from stable direct employment, or a standard employment relationship, to a culture of precarity. This dissertation also explores the shift to precarity and its relationship to union power including the response to these changing employment norms by the union and workers. Chapter 1 of this dissertation provides a review of relevant literature in the areas of the standard employment relationship, precarious employment, and union power, Chapter 2 discusses the methodological approach and research methods utilized throughout this study. Chapters 4-6 provide an analysis of my research findings while Chapter 7 concludes this paper.

The Sudbury mining industry is the “largest integrated mining complex in the world. ... [The Sudbury area] contains nine operating mines, two mills, two smelters and a nickel refinery. It also consists of more than 300 mining supply firms employing more than 12,000 people and generating approximately \$4 billion in annual exports” (Invest Sudbury 2023). The history of Inco and the United Steelworkers (USW) Local 6500, the union that represents these workers, is tightly intertwined with the history of the Sudbury community, and the legislative and political history that has shaped workplace rights in Ontario. In the above quotation, Jonathon, a union

representative with United Steelworkers (USW) Local 6500, references the historical importance of the International Nickel Company (Inco) to workers, families, and the Sudbury community. Inco was more than just a place of employment. The familial connection that workers felt toward the company and to each other, and their belief that Inco would provide for them, led to the establishment of an identity for workers and a strong bond among them. Jonathan's comments signal the shift that occurred as a result of the sale of Inco to Vale, the Brazilian-owned global mining corporation, in 2006. Under the ownership of Vale, the workers I interviewed for this dissertation describe the erosion of a familial tie to the company and mourn the loss of historic union gains. Finally, Jonathon refers to the historic fight unions undertook to gain power in order to protect workers, families and communities against unfair labour practices. This dissertation traces how the distancing experienced by workers has grown as the employment relationship shifted from permanent, full-time employment to precarious forms of employment, including the practice of contracting out, or outsourcing work, to a third party and its effect on union power.

To understand the concept of union power, I adopt the perspective of Levesque and Murray (2010) who define union power as the union's ability to successfully "represent workers' interests, to regulate work and to effect social change" (2010: 335). For decades, unionism was considered "a powerful, effective social force ... reviled by capitalists and management, because it cuts into their absolute workplace authority, which they seem to feel is theirs by right, in the style of kings of times past" (Neal 2011). Since the 1970s, rather than focusing their efforts to negotiate new, significant gains for workers, unions have fought to maintain historic gains and maintain the standard employment relationship. This struggle is not unique to Sudbury but in Northern Ontario the decline in the influence of large unions is best represented by the steady loss of USW Local 6500's membership from approximately 20,000 to 2,700 over a 50-year period. The political and

legislative context within which unions operate has increasingly favoured corporate interests, limiting the power of unions to enact change in the workplace or significantly influence broader labour-driven legislative changes (Bennett and Kaufman 2017; Rosenfeld 2014). In Ontario, neoliberal policies that limit union power are evident in workplace legislation that allows for the use of replacement (or *scab*) workers, changing the structure of union organizing, and allowing workers or entire workplaces to be deemed as “essential” in order to exclude these workers from legislative protections or to force workers back on the job during labour disputes (Panitch and Swartz 1985; Ross et al 2020; Ontario Employment Standards Act 2000; Ontario Labour Relations Act 1995). As articulated by Leadbeater (2008):

the new conditions of globalization since the 1970s have fundamentally transformed developed prospects for hinterland communities and labour. Not only has the balance of power shifted further away from labour and communities, but simplistic growth policies based on expanded resource extraction have also lost credibility. Resource extraction has either been increasingly constrained by availability or access or, when permitted, has been much more limited in its local employment and income benefits. (P. 27)

With the rise of non-unionized, precarious employment in Sudbury’s mining industry, the social and community connectedness that was associated with union membership—built through social life in the union halls—is also fading, reducing the power or influence of labour in the local community. Neoliberal strategies such as contracting out, corporate divestment, and an overall push to make employment more flexible have also led to the “erosion of collectivist cultures and [the] occupational identities” of workers within the Sudbury mining industry that had been established in the post war years (Condratto and Gibbs 2018: 215). The community has lost the formerly strong connection to mining unions “affecting the understanding of mining employment as a social and industrial identity” (Condratto and Gibbs 2018: 237). Despite a history of standard full-time male employment, the Sudbury mining industry shifted to an industry increasingly

dominated by precarious employment in which the concept of union power has been challenged. This dissertation explores the changing nature of work from stable direct employment to a culture of precarity and the response of these changes by workers and unions.

In this dissertation, I explore the rise of precarious employment and its relationship to union power through a case study of United Steelworkers (USW) Local 6500. The case study is based on an interdisciplinary multi-method approach centred on an analysis of 35 semi-structured interviews with contract miners, retired miners, union representatives and industry key informants. Analysis of the interviews is informed by archival documents from local politicians and union leaders, media accounts of local union history, and analysis of 13 USW Local 6500 collective agreements with employers from 1969 to 2020. While worker experiences at Inco/Vale and USW Local 6500 are the focus of this case study, Falconbridge and the Mine, Mill and Smelter Workers Union Local 598 are not completely excluded from this case. The representations of mining companies, unions, and individual workers are important to Sudbury mining industry history. Together, the interviews, archival material, and analysis of collective agreements reveal the responses of USW Local 6500 to combat the rise in contracting out in Sudbury nickel mines and express some of the effects of contracting out on workers and the community.

The rise of precarious employment in the Sudbury mining industry between 1969-2020 also presents an important case study to advance an understanding of union power. The year 1969 is significant in that it was the first year that contracting out language was included in the collective agreement, signalling this as the point at which the union successfully articulated the practice as a threat to its membership and to union longevity. Corporate decisions to decrease the number of full-time, permanent production workers began in the late 1960s. These decreases were not simply a result of automation and technological advancement or an effort to cut operational costs, but also

a strategy to reduce the power of the union. Resistance strategies that have been used by Local 6500 to limit contracting out include plant-level resistance in the form of direct action and grievance filing, negotiating contract language to limit contracting out, and withholding union labour in the form of strikes. Rising precarious employment and the correlated decline in union membership thus shaped and reshaped union power for USW Local 6500 throughout this period of study, limiting the union's ability to represent workers interests, to regulate the work itself and to effect social change to the benefit of its members. The continued growth of contracting out has also shifted workers perceptions of work and their commitments to their employer and to the union.

I argue that a decline in union power is correlated to the rise of precarious employment within the industry and the union's shift away from mandate of embeddedness in the local community. The union's inability to effectively fight against the corporate restructuring of nickel mining production has been framed by several factors. These factors include: neoliberal management strategies focusing on cost-cutting and labour flexibility through the divestment of non-core mining activities and staff; change in ownership, which transformed labour relations at Inco/Vale and diminished the role of the Sudbury operations within the corporate structure, thereby contributing to the growing nature of precarity within the Sudbury mining industry; and legislative and policy changes that have increasingly shifted bargaining power away from workers and unions, towards corporate control combined with the union's missed opportunities to engage in a more holistic or socially aware view of union power. The prevalence of precarious employment within the Sudbury mining industry demonstrates this form of employment is a risk to even longstanding, powerful unions such as USW Local 6500.

Hardrock Mining in Sudbury, Ontario

Canada is the sixth-largest producer of nickel in the world (Government of Canada 2023) with the majority of Canada's nickel being produced in the Sudbury area (Kay 2018). Situated in Northeastern Ontario, the Sudbury Basin is approximately "3,627 square kilometers in area, making it the geographically largest municipality in Ontario and second largest in Canada" (City of Greater Sudbury 2021). The special geological characteristics of the region were created some billion years ago by a meteorite impact and contains one of the world's richest concentrations of minerals including nickel, copper, iron, gold, silver, and platinum group metals (Saarinen 2013). More than 1.7 trillion tons of ore have been mined over a hundred years, and reserves of these minerals remain plentiful (Leadbeater 2008; Natural Resources Canada and Ontario Geological Survey 2015). The Sudbury area is also "home to nearly 27% of the provincial mining workforce" (Ontario Mining Association 2023b:13).

Since the establishment of Sudbury's two largest mining companies Vale (formerly International Nickel Company or Inco), which opened in 1902, and Glencore (formerly Falconbridge Ltd) which opened in 1928, Sudbury has been a leader in mining domestically and on a global scale (Kay 2018). Sudbury mines produce copper, cobalt, and platinum group metals. By 2008, "approximately 1.7 billion tonnes with 40 billion pounds of nickel, 36 billion pounds of copper, 70 million ounces of platinum, palladium and gold and 283 million ounces of silver" had been extracted from the region. Sudbury mines also play a key role in the global production of nickel (The Sudbury Basin 2008). In 2019, approximately "181,410 tonnes of nickel [were extracted] from mines located in Newfoundland and Labrador, Quebec, Ontario and Manitoba" (Government of Canada 2021). Over 40% of that total was extracted from Ontario mines, much of it from Sudbury. In 2019, mining in the Sudbury region accounted for "approximately \$7.5 billion

in gross output, \$3.3 billion in GDP, \$1.2 billion in wages, and over 20,517 FTE jobs” (Ontario Mining Association 2023b: 21).

Despite Sudbury historically being referred to as the “Nickel Capital of the World,” the city has worked to diversify its economy since the 1970s to include high levels of public sector employment in the areas of education, research, health care and government services (Closs 2008). The city is home to approximately 166,000 residents who enjoy an environmentally and culturally rich community (Statistics Canada 2022a). Much of the city’s cultural diversity stems from post-war immigration in pursuit of mining employment within the area. Sudbury’s social and cultural history is rooted in its natural resource sector and prosperous mining economy dating back over 100 years. International Nickel Company (Inco), formed in 1902, became the predominant nickel producer in the Western world until the 1960s (Bray and Gilbert, 1995). Sudbury further fortified itself as a nickel giant when Falconbridge Ltd., a Toronto based mining company, opened their operations in 1928. Until the 1970s, the community was defined by its connection to mining. The majority of the male labour force in the community relied on the mining industry to provide for their families. After 1944, when workers at the two major mine producers became unionized, the community was also shaped by the unions. Hourly-waged mine workers at both Inco and Falconbridge were unionized by Mine, Mill and Smelter Workers Local 598 in 1944. United Steel Workers (USW) later raided the workplaces, creating a divide with workers. While Falconbridge workers voted to stay with Mine Mill, Inco workers voted to join USW creating Local 6500 in 1962 (Lowe 2014).

From 1944, Mine Mill union drew its strength from the solidarity of workers, families, and the community. Once certified, Mine Mill Local 598 became the largest local of Mine Mill’s international organization. and remained unchallenged as the sole bargaining agent for Sudbury

mine workers until the Cold War politics of the 1960s provided opportunity for United Steel Workers to raid the union. The Mine Mill union was expelled from the Congress of Industrial Organization (CIO) in 1950, as the union was believed to have communist ties. In addition, the CIO encouraged the United Steelworkers to raid Mine Mill's locals. In 1962 the United Steelworkers successfully raided Mine Mill Local 598 taking over representation of Inco workers, forming USW Local 6500, while Falconbridge workers remained with Mine Mill.

Mine Mill's "social unionism challenged the hegemony of the local political and social elite that had long assumed the right to take care of the community" (Steedman 2000: 58). Union halls in the Sudbury area became community hubs of activity not only for workers but also for families and the community: "[e]veryone from the Mayor and his family to the local doctor's wives and children were at the Mine Mill hall for some activity or another" (Steedman 2000: 58). Women, who most commonly did not work outside the home during this period, found community amongst other union wives. Women demonstrated the strength and power gained from this formed community to support the efforts of the union to achieve workplace and legislative labour gains. The union also drew power and strength from the extended community fostered around union halls, which improved the union's ability to influence contract language, workplace rights, and legislative amendments. Several strikes throughout the history of mining unions in Sudbury were won thanks to the support of union wives and community support (Steedman, Suschnigg, and Buse 1995).

Precarious Employment in Ontario's Hardrock Mining Industry

Precarious employment has grown since the 1970s to become a predominant form of employment within Ontario (Vosko et al. 2020). Precarious or 'gig' work continues to account for a large

number of jobs within Ontario and Canada wide. A recent Toronto Star article reported gig work “rose to 8.2 per cent in 2016 from 5.5 per cent in 2005, according to Statistics Canada. In 2020, this jumped to approximately 10 per cent of the total labour force” (Alsharif 2024; Hardy 2024). Statistics also show that pre-pracademic “1.7 million Canadians, or 1 in 10 Canadians” (Statistics Canada 2022b), used gig jobs to supplement their income. However, as full-time and permanent jobs continue to disappear, more workers are replacing their main jobs with precarious ones. In the last quarter of 2022 Statistics Canada data found approximately “871,000 Canadians said they did gig work as their primary job” (Alsharif 2024). Precarious forms of employment are continually gaining a larger portion of all jobs in some provinces. Most recently in 2023, a report entitled *But is it a good job? Understanding employment precarity in BC* found 37% of survey respondents were employed in precarious jobs (Ivanova and Strauss 2023). The report builds on insights from the 2013 research project *The Poverty and Employment Precarity in Southern Ontario (PEPSO) research project* which estimated precarious employment accounted for almost 50% of jobs within Ontario (Lewchuk et al. 2013).

Precarious employment is quite broad including all “forms of employment involving atypical employment contracts, limited social benefits and statutory entitlements, job insecurity, low job tenure, low earnings, poor working conditions and high risks of ill health” (Cranford, Vosko, and Zukewich 2003:455). In the Ontario context, much of the academic literature on precarious employment focuses on its growth within the sales and service sectors (Vosko 2000; 2006). However, through the feminization of employment norms (Cranford et al. 2003; also see Vosko 2000; 2003), precarious forms of employment have also taken root in Ontario’s “good-jobs sectors”, traditionally dominated by white, male workers (Green 2015; Kalleberg 2011). Vosko (2006) theorizes that “[t]he feminization of employment norms denotes the erosion of the standard

employment relationship and the spread of forms of employment exhibiting qualities of precarious employment associated with women, immigrants, people of colour, and other marginalized groups” (P. 44). While women and workers of colour are still overrepresented in precarious jobs, research has documented the rise of precarious employment in jobs dominated by men (Oddo et al. 2021). The rise of precarious employment within industries outside of sales and service is not widely explored within the existing literature. There is also limited literature that explores the rise of precarious employment within Ontario’s mining industry. This dissertation begins to address these gaps by examining the rise of precarious employment within the Sudbury mining industry.

Similar to trends in the broader global mining sector, the Sudbury mining industry has experienced a decline in direct employment (i.e., where a worker is *directly* employed and paid by a mine site-owning company) and there is a movement towards precarious forms of work (such as *third-party contract work*) where the mine-owning company contracts a specific job or aspect of its business operations to a third party (a contract company) which, in turn, directly employs mine workers referred to as *contracting out*. Some have criticized the expansion of this form of employment, citing some key factors that characterize modern-day capitalism, including globalization, technological change, and a push for greater flexibility (Kalleberg 2013; 2018; Leadbeater 2014; Palmer 2013; Standing 2011; Vosko 2000). For this dissertation, the concept of *mining employment* is defined quite broadly to include workers in mining extraction, milling, smelting, and refining who work both underground and within surface operations, allowing consideration of employment and employment relations in the industry as a whole.

Forms of employment within the Sudbury mining industry have changed significantly since the 1970s as a result of massive labour restructuring initiatives, rationalization of operating costs, and changing company ownership. These changes led to “massive job losses, increasing

unemployment, poverty, and economic dependency, deteriorative living standards and social programs, and growing social polarization and strife” (Leadbeater 2008:8). During the 1970s, competitive pressures on nickel production pushed Inco and Falconbridge to rationalize their production processes, divest from non-production aspects of its operations, and to introduce major technological improvements in production (Clement 1981). These changes began to slowly erode the number of unionized hourly workers at both Inco and Falconbridge. The divestment of non-core mining activities and the reduction of directly employed workers, in mostly male-dominated, unionized jobs, “fissured” the employment relationship between the workers, the company, and the union (Weil 2014). This shift in employment status also impacted the local labour market as it created an opening for the establishment of Sudbury’s mining supply and service sector, a cluster of smaller service companies that fill the gaps left by Inco’s divestments. The expansion of the sector has further negatively impacted USW Local 6500’s power as the lack of unionization within this new sector has affected the union’s ability to build solidarity and push for social justice initiatives within the Sudbury community. Decreased union membership, both within the workplace and as an overall percentage of the Sudbury labour force, weakened the union’s ability to fight back against contracting out, protect workers interests, and influence social, political, and legislative change.

Structure and Organization of the Dissertation

The dissertation is structured to explore findings from my research, mapping the rise of precarious employment and its relationship to union power within the Sudbury mining industry. Chapter 2 “Declining Union Power and Rising Precarious Employment”, considers relevant literature on union power, precarious employment and the employment relationship, precarious employment

within the mining industry, masculinity, and the Sudbury mining industry. The mining industry is a prime example of the degree to which precarious employment has expanded beyond the sales and services sector, to a traditionally stable employment sector known for permanent full-time male employment and high pay. The industry has been transformed through a transition from the standard employment relationship to precarious employment, characterized by the feminization of employment norms.

Chapter 3 “Methodology and a Case of United Steelworkers Local 6500” outlines an interdisciplinary methodology for data collection and analysis and explains the use of a case study approach for the dissertation. The theoretical and methodological approach to this dissertation are informed by political economy perspectives and the theorization of precarious employment provided in the work of Leah F. Vosko. Three methods of data collection were integrated to build a case study of the decline of union power. First, archival research provides historical insights from local labour leaders, politicians, and the media to frame the context of this research and situate the positions of the company and the union throughout time. An analysis of contracting out language from 13 collective agreements negotiated between USW Local 6500 and their employers (Inco and later Vale) is coupled with the archival data to highlight periods of strength for the union. These periods mark a time when the union was able to negotiate perceived gains or strengthen contracting out clauses. Interview questions were shaped by historic archival documents, media publications, published written accounts from union leaders, and collective agreement language. The voices of 35 interview participants include mine workers, union officials and other key informants, many of whom have been both rank-and-file workers as well as elected union representatives.

Chapter 4 “Human Resource Practices and The Rise of the Mining Supply and Services Sector in the Sudbury Mining Industry” discusses the shifting labour management relations that have occurred throughout the history of Inco and, later, Vale in the Sudbury area. This chapter explores factors contributing to the decline of direct employment and the shift to a more precarious workforce within the Sudbury mining industry between 1969 and 2020. In this chapter, I utilize interview data and secondary source material to support my argument that contracting out has been a strategic management strategy used by Inco/Vale to increase flexibility and limit the power of the union. The company’s strategy of outsourcing and divesting non-essential operations made space within the broader mining industry for the creation of the mining supply and services sector.

Chapter 5 “Who’s Got the Power?” focuses on the union’s struggle to maintain a position of power amidst the company’s strategy to decrease the unionized workforce. This chapter explores how contracting out shaped and reshaped union power through an examination of USW Local 6500’s struggle against, and response to, contracting out during the period of 1969-2020. This chapter utilizes an interdisciplinary methodological approach to investigate the union’s ability to “represent workers’ interests, to regulate work and to effect social change through and analysis of collective agreement language in relation to the qualitative interviews of worker experiences” (Levesque and Murray 2010:335). I argue that, despite the utilization of numerous strategies, the union has been relatively unsuccessful in preventing the expansion of contracting out in the Sudbury mining industry.

Chapter 6 “A Way of Life and a Sense of Identity: The Social Loss of Mother Inco” explores the potential consequences of the shift from unionized employment to precarious employment on worker’s perceptions of work, the company, and the union. Workers describe a process of becoming disconnected from one another and losing a familial bond they feel they once

held with the company and other workers. This loss resulted in a degradation of the narrative resources that helped union members carry forward union history. These narratives underpinned earlier generations' expressions of union power. I argue that since the 1970s, the loss of the familial relationship felt by workers has even shifted their subject position, or their sense of social/cultural identity over a generation (Törrönen 2014). Subject positions that have been formed through workers' connection to the company, the union, and other workers have been broken. This change in workers' sense of identity has paralleled Inco's/Vale's shift towards a precarious workforce, representing intergenerational break up of the standard employment relationship. Negative feelings towards Vale are central to interviewees' interpretation of having lost connections between community, other workers, and the union. This loss of connection has not only affected the union's influence over corporate policies and effectiveness of protections for worker rights but has also had a negative social impact on workers, families, and the community outside of the workplace forever shifting the narrative resources available to the union.

Chapter 7 "Conclusion: Fighting for the Future of a Powerful Mining Union" provides concluding thoughts from this dissertation. As shown in previous chapters, the rise of precarious employment and its relationship to union power have negatively affected the union as well as workers and the Sudbury community. The nature of work and the level of unionization within the Sudbury mining industry have significantly changed throughout the period of 1969-2020. Despite these changes, USW Local 6500 continues to push back and resist the growth of contracting out. However, the continued expansion of precarious employment within the Sudbury mining demonstrates the risk of this form of employment to even a longstanding and powerful union such as USW Local 6500 and the labour movement as a whole.

Chapter 2 – Declining Union Power and Rising Precarious Employment

Introduction

In this chapter, I contextualize my research on the rise of precarious employment and its relationship to union power within the Sudbury mining industry. From the fields of Labour Studies, Gender Studies, History, Political Science, and Sociology, I examine relevant literature that theorizes the concepts of union power, precarious employment and the employment relationship, contextualize the phenomenon of precarious employment within the Sudbury mining industry, the gendered role of mine workers that benefited from a standard employment relationship and unionization that has shaped the culture of mining in Sudbury. Through this review, I demonstrate that consideration of Ontario's mining industry is largely absent from literature on precarious work. I argue that precarious employment within the Sudbury mining industry and its relationship to union power, is a complex and multifaceted labour phenomenon that cannot be adequately understood or addressed without the use of an interdisciplinary approach.

Defining Union Power

Precarious employment, discussed more fully below, is a form of employment that falls outside of the standard employment relationship. Historically in industrial sectors, standard employment was often accompanied by unionization which was seen as an equalizing force in the workplace, in workers' lives, and in the community. However, as work has shifted towards precarious employment, the balance of union power has also shifted (Harrison and Kelley 1993; Perry 1997). *Union power* is defined here as the union's ability to successfully "represent workers' interests, to regulate work and to effect social change" (Levesque and Murray 2010:335). Throughout this

dissertation as discussed in subsequent chapters, membership loss, the success of strikes, and the inclusion/development of collective agreement language are measures of union power. Union power is contingent upon the union's ability to respond to internal and external challenges to their effectiveness to represent the interests of their members, regulate work and effect social change. The expression of union power within the workplaces includes the union's ability to negotiate and enforce terms of the collective agreement or promote positive changes for the betterment of working conditions. Levesque and Murray (2010) suggest solidarity among the workforce or a cohesiveness to the goals of the union is key. They refer to the union saying "solidarity forever, for the union makes us strong" highlighting that with unity comes strength or power for the union (P.336). Internal cohesiveness has been challenged by an ever changing, socially diverse workforce within a system where presumed social homogeneity and the likelihood of political cohesiveness between members has historically been an identifying feature of a union. The "multiplication of social identities and employment status, particularly as regards the expansion of both precarious and migrant workers, poses a huge challenge of melding collective identities and deliberative mechanisms to yield internal solidarity" (Levesque and Murray 2010:345). Proactively fostering solidarity among this diverse membership is an ongoing struggle especially with the decline of historically deep-rooted community embeddedness that unions once maintained in industrial cities such as Sudbury. Levesque and Murray also suggest that the expression of a union's power internally at a workplace is related to "[d]eliberative vitality [which] refers to the participation of members in the life of their union" and the union's efforts to encourage this engagement (2010:338). As discussed in later chapters, this research suggests USW Local 6500 and its' membership have moved away from historic community embeddedness or vibrant social connections to the union outside of the workplace. Deliberative vitality as discussed by Levesque

and Murray also refers to member's support for union efforts in the workplace. As discussed in Chapter 5 the level of involvement by the membership in union resistance strategies appears to reach highs and lows over the history of the union.

As generations of workers move further away from their historic union roots, union power is also affected by narrative resources shared by senior workers. Levesque and Murray (2010) suggest that unions are dependent upon narrative resources that are a "range of values, shared understandings, stories and ideologies that aggregate identities and interests and translate and inform motives" (P. 339). As precarity within the industry increases and generations of workers become further removed from the labour movement, the history of the struggle of workers and the union become lost. Unmitigated challenges to cohesion of a union erode the common stories that bind members together according to Levesque and Murray (2010).

Union power also includes the union's ability to influence political and legislative change, garner community support for union causes, and their capacity to effectively respond to globalization. This form of power may be tied to what Levesque and Murray (2010) term "[n]etwork embeddedness referr[ing] to the degree to which unions are linked to their own and other union organizations, community groups, social movements or other types of actor" (P.339).

Levesque and Murray (2010) suggest

[t]he historical foundations on which union power was constructed and is embedded are shifting ... Globalization, the reorganization of production and services within and across borders, changing professional and social identities, and weakening links with political parties and their projects are all part of a more encompassing explanation of important shifts in the foundations of prevailing union practice. (P.334)

These internal and external factors have provided increased challenges for unions to maintain a powerful position against large corporations, especially those with global reach. While the definition of union power as outlined by Levesque and Murray (2010) above has been utilized

throughout this project, other scholarly work on this topic helps provide further understanding of the concept.

Patrias and Savage (2012) add to the significance of solidarity and shared struggles in their definition of union power. They state:

Individually, workers have little bargaining power at work and little political power in their communities. When workers join together in unions, however, their collective voices have greater potential to shape and influence both the terms and conditions of their employment and the broader political, social, and economic spheres in which their employment relationships are embedded. Unlike corporate power, union power is not built on profit, status, or prestige. Instead, at its core, union power relies on the twin concepts of struggle and solidarity. Union and working-class solidarity is premised on the idea that workers have shared class interests and must struggle together, as a class, to achieve their goals. When solidarity is strong, and the struggle is intense, union power is enhanced. (Patrias and Savage 2012:4)

The views of Patrias and Savage suggest that unions can overcome any struggle they face. However, in reality the struggle to remain a powerful union is not so simple. In the Ontario context union power has significantly declined with dwindling membership numbers and as a result of constraining government legislation and a movement towards precarious forms of employment. As Perry (1997) states, in the view of unions, a corporation's "decision to outsource, like the decision to replace, threatens their institutional power" (P.521). These changes from a core workforce to a contract-based workforce have significantly limited the power of unions (Levesque and Murray 2010). Declining numbers of full-time, unionized workers limits the union's power to influence, enact change, maintain change in the political sphere, and to bargain and enforce collective agreement language.

Harrison and Kelley (1993) described union power in three ways: (1) political, either internally within the labour movement, or more broadly at a municipal, provincial, or federal level; (2) financial, because the larger the union membership the greater the amount can be collected

through union dues, and this determines the extent to which unions can offer services to their membership, fight against the company through arbitrations/legal proceedings, have contingency funds for strikes, and contribute to charities within the broader community; and (3) bargaining power, because, in the plants, the higher the percentage of union members compared to total employment numbers, the greater the union's bargaining power. The union has reinforced power to negotiate if they have the power to halt production by withdrawing union labour. However, if the union's ability to halt production is limited (either through low union numbers or through legislation, such as replacement worker legislation in Ontario), the power of the union is significant. A weakened state of union power not only impedes the union's ability to meet the needs of their membership but also to push for changes within their workplace and more broadly for workers in general. Perry (1997) suggests union power is influenced by a continual loop of interconnected institutions and their actors. Government policies and legislative constraints have placed restrictions on unions' abilities to grow their membership, to fully utilize the purpose of strike to stop production, and to enforce negotiated collective agreements.

Declining union membership has resulted in fewer workers to support the union cause while also affecting workplace and community solidarity. Fewer members also equate to declining union dues, which restricts the union's financial ability to enforce the terms of the collective agreement through grievances and arbitrations. External to the workplace, financial constraints also limit the union's capacity to lobby governments to change constraining legislation and push for policies to better the conditions of employment for workers. Levesque and Murray (2010) discuss declining membership and the resulting decline of dues as part of a union's infrastructural resources, the "material and human resources and to organizational practices, policies and programmes ... These include dues, union time release (both paid and unpaid), offices and meeting

space for its activities, and any other kind of material resource that permits it to pursue its mission” (P.340). Financial constraints coupled with other external and internal factors as discussed above have significantly affected the union’s ability to represent the interests of their membership, regulate the conditions of work and influence social change. I move now to explore the concepts of precarious employment and the employment relationship.

Precarious Employment and the Employment Relationship

Since the 1970s precarious employment has emerged as a predominant form of employment for many workers held in contrast to the standard employment relationship (Hewison 2015; Oddo et al. 2021). The standard employment relationship is defined by Vosko (2000) as the “normative” model of employment in the post-World War II years. While long term, stable working conditions are not the only marker of a good job, unions have largely operated to try to bring about these conditions within the North American labour market. Under the standard employment relationship, workers achieved career long, full-time employment, with a single employer. As Kalleberg (2013) summarizes that the standard employment relationship in post WWII Western economies “was based on three central pillars: a bilateral employment relationship; standardized working time and continuous employment; and rights to free association and collective bargaining. It also served as the foundation for access to social protections and the development of labor laws and social regulations” (P. 702). Many workers in industrial jobs also gained additional benefits from unionization and post-work stability through retirement pensions. Kalleberg further states that the process of neoliberalism is systematically “a political project that was enacted by capitalists to limit the power of labour in response to what they perceived as labor’s economic and political threats in the late 1960s and 1970s” (Kalleberg 2018:20 referencing Harvey 2005).

Precarious employment includes all forms of paid employment that fall outside the standard employment relationship (Vosko 2006). Cranford et al., define precarious employment as all:

forms of employment involving atypical employment contracts, limited social benefits and statutory entitlements, job insecurity, low job tenure, low earnings, poor working conditions and high risks of ill health. (2003:455)

Precarious employment is said to fuel the commodification of labour, which decreases workers' stability in their jobs and in the maintenance of their wages, job security, and limits their position of power in their relationship with their employer. Precarious employment also shifts "the risks to employees, while reducing the risks for businesses or governments" (Hewison and Kalleberg 2013:395). For workers, the risks posed by the loss of the standard employment relationship may include a loss of a long-term commitment, benefits, pensions, and in some cases, training and health and safety, which may result in a loss of loyalty to their employer, especially when workers are forced to bounce from one temporary employment situation to another.

Many argue precarious employment is not a new phenomenon but rather a resurgence of an existing problem in the wake of factors that characterize modern-day capitalism, including globalization, technology change and flexibility (Kalleberg 2013; 2018; Palmer 2013; Vosko 2000). As Kalleberg (2018) states:

Precarious work existed long before World War II and, while work is more precarious now for some people than it was in the early postwar period (especially for majority-group men in society), it is undoubtedly less precarious for minority-group men and women than it was before World War II. We should therefore not romanticize about the security and advantages associated with work in the Post-World War Golden Age of Capitalism, especially for those women and minorities, who have always been more subjective to uncertain, insecure, and risky work relations" (more precarious now for some people than it was an early post war... Precarious work ... ebbs and flows and this has a lot to do with the kinds of social protections and state supports that are available at various time periods. (2018:18)

According to Kalleberg, the shift from an “‘age of security’ to an ‘age of flexibility’” (2018:18) coupled with a movement towards a global economy since the 1970s,

played a big role in creating the conditions that generated precarious work. Increased international competition put pressure on businesses, especially in the core sectors of the economy, to become more efficient in the production of goods and services and more flexible in their relations with their employees and to cut costs ... [Corporate pressure to be competitive in a global market] accompanied by political forces that led to a decline or removal of statutory and regulatory protections for workers through labor market institutions such as unions, minimum wage laws, and social protection legislation. These rollbacks were facilitated by (and in turn accelerated) declines in union strength, collective bargaining coverage, and other indicators of workers’ power (Kalleberg 2018:19).

The power imbalances between employers and workers allowed companies to create flexible workforce that can be adjusted to meet market demands and increase profitability. Given its relative longevity, many have debated the purpose and character of precarious employment. I find that the writing of Leah F Vosko, Guy Standing and Bryan Palmer, discussed below, offer compelling explanations on the growth of precarious employment in western economies.

Vosko (2000) explains that in the Canadian labour market, precarious employment began in the late 19th and early 20th centuries with the expansion of immigration to fill jobs in agriculture, infrastructure construction, and paid domestic work. These workers were limited in their entitlements to existing “social and labour protections such as occupational health and safety” (Vosko 2000: 5). She argues that the characteristics of precarity in the Canadian labour force are illustrative of the gendering or “feminization of employment norms” (Cranford, Vosko, Zukewich 2003; also see Vosko 2000; 2003). Vosko asserts that precarious employment exhibits many of characteristic inequalities that were once mainly associated with work occupied by women or workers of colour. Vosko (2000) argues that “with the shift away from the standard employment relationship since the early 1970s and the coincident rise of the temporary employment relationship

– two trends that reflect the feminization of employment – workers situated at the expanding margins of the labour market are increasingly treated like commodities” (Vosko 2000: 3). Vosko suggests that the commodification of labour further “intensifies with the erosion of security and freedom in the wage-relation” (Vosko 2000: 3). Workers are treated more as a commodity to employers as the nature of employment continues to become more precarious.

Standing (2011) also argues that the precarity problem is multi-dimensional but takes a differing approach to Vosko’s arguing that precarious employment arose in the 1970s through a collusion between government and industry to produce a flexible labour force. Beginning in the 1970s neoliberal thinkers argued that the standard employment relationship was unsustainable. Governments needed to limit spending, rein in unions, and encourage global investment to local labour markets rather than allowing business to move offshore. According to Standing (2011) one of the key factors to the growth of precarious employment within the labour market was the goal of “labour market flexibility” which stipulated labour insecurity as a “a necessary price for retaining investment and jobs” (2011: 6). Standing suggests that by the 1980s, neoliberal thinkers argued that in order to maintain local labour markets, they needed to become more flexible. This flexibility has several facets:

[W]age flexibility meant speeding up adjustments to changes in demand, particularly downwards; employment flexibility meant easy and costless ability of firms to change employment levels, particularly downwards, implying a reduction in employment security and protection; job flexibility meant being able to move employees around inside the firm and to change job structures with minimal opposition or cost; skill flexibility meant being able to adjust workers’ skills easily. (Standing 2011: 6)

Neoliberal thinking instilled a mindset that without making work more flexible, insecure, and with less benefits, “labour costs would rise, and corporations would transfer production and investment

to places where costs were lower; financial capital would be invested in those countries, rather than ‘at home’” (2011:6).

Agreeing with Vosko, and in part Palmer, Standing argues that the corporate push for flexibility, an apparent “necessary price for retaining investment and jobs” (2011:6), have translated into “an agenda for transferring risks and insecurity onto workers and their families” (Standing 2011:1). Standing attributes this rise of precarious employment to an increased effort to make corporate labour relations more flexible pointing out that “this was not technologically determined” (Standing 2011:6). However, in contrast to Vosko and Palmer, he argues that the result of this transfer of risk has created a class of workers which he terms the precariat, all of whom lack stability and security. This new class of workers he argues is more complex than the traditional working class.

For Standing, the proletariat’s working life was historically characterized by long-term, stable employment, including “established routes of advancement, subject to unionisation and collective agreements, with job titles their fathers and mothers would have understood, facing local employers whose names and features they were familiar with” (Standing 2011: 6). But the globalized nature of work creates distance between the precariat worker and the employer making it impossible for workers to truly know their employer or create connections and loyalty to the company which was historically created through career long employment. As the precarious worker is not tied to one employer, they do not have the opportunities to advance and develop within the company, nor do they benefit from union negotiated benefits as they are often not unionized due to their transient state. The instability of employment, including financial instability, does not align precarious workers with the traditional middle class either, according to

Standing. From this rationale, Standing argues precarious workers fall into a new class, altogether who

... live through a series of casual, short-term, or temporary jobs, have none of the forms of labor security that the working class and the salariat acquired in the welfare-state era, and have relatively low and insecure earnings. Their “social income”—total income from all sources—is structured in a way that imparts considerable income insecurity. (Standing 2012: 590)

Palmer (2013) challenges Standing’s claim that the ‘precariat’ is a new class of workers in and of itself. Palmer argues against Standing’s view that precarious workers constitute a new class.

Like Standing and Vosko, Palmer argues that:

From 1975 to the present capital has rewritten the script of class relations in the developed capitalist economies of the west, using to good effect a series of deepening and ongoing crises to discipline not only labour, but all dissident forces, drawing on the myriad powers of the state and unleashing material and ideological assaults of unprecedented vigour. The result: declining material standards of the working class as a whole; the domestication of a once combative trade unionism to a machinery of concession bargaining; a generation of young workers robbed of a sense of class place, its future marked by insecurity, with employment prospects understood to be precarious. Working-class defeats have, after decades of retrenchment, taken on a cumulative character, and the result is a class too often stripped of its seeming capacity to fight, its leadership increasingly characterized by caution and the sensibilities of an ossified officialdom. (2013: 41)

Palmer argues that precarious workers are not a new class of workers but a cross section of the working class that has been, in a sense, beaten down by capitalist, neoliberal structures. The deconstruction and exploitation of the working class since the 1970s has been widespread. This has affected worker’s employment security, legislative protections and other benefits that come from full-time, stable direct employment. However, in recognition of the treatment and degradation of the working-class, Palmer argues precarious employment is not a new trend, whereas Standing views the trend as a ‘new class’ of workers. In Palmer’s view, which I tend to

agree with, the current state of precarious employment is a shift backwards to an employment trend from generations past. Palmer notes:

Stable working-class identities have been swept aside; a sense of proletarian power as a transformative agent of social relations of exploitation and oppression is now ended. This new instalment to what is by now over a three decades-old 'retreat from class' is ironically centered on insisting that old class structures and agencies have been replaced by new ones, albeit class formations that are defined by their distance from structures of class place and the many destabilizations that separate this new precarious class from all previous touchstones of working-class identity'. (2013: 43)

According to Palmer, the Fordist factory production model that dominated class relations has been done away with. Palmer and Vosko argue that the stability and security that accompanied union protection, imperfect as it may have been for some workers, ended with the flourishing of precarious employment. I agree with Palmer and Vosko who suggest that structures of the working class have not changed but rather dominant forms of employment have shifted from stable to precarious and that the emergence of precarious employment is a form of employment rather than a distinct class of workers.

There is substantial agreement that precarious employment is harmful to workers. Research on precarious employment within the global academic context, problematizes precarious employment in relation to legislation governing workplace relations and the effect on workers (Campbell and Burgess 2018; Campbell and Price 2016; Hardy and Howe 2009; Standing 2011; Vosko et al. 2020; Weil 2014). Globally and within the Ontario context, researchers have identified that precarious workers are at greater risk of experiencing issues in relation to workplace health and safety (Gravel and Dubé 2016; Lippel and Thébaud-Mony 2020; Underhill and Quinlan 2011) and suffer an increased risk of negative health effects associated with their employment status

(Lewchuk et al. 2003; Matilla-Santander et al. 2020). These are considerable risks in the context of mining which has always been a dangerous occupation, as touched upon later in this dissertation.

Research on precarious employment within the Ontario labour market has focused on several areas: (a) its growth within the sales and service sectors (Lewchuk 2021; Vosko 2000; 2006); (b) the changing relationship between worker and employers (Lewchuk, Clarke, and de Wolf 2011; Weil 2014); (c) legislative workplace violations that precarious workers experience; and (d) experiences of workers navigating the Ontario Employment Standards system (Gellatly et al. 2011; Mirchandani, Hande, and Condratto 2019; Perry, Berlinieri, and Mirchandani 2019; Thomas et al. 2020; Vosko et al. 2018; 2020). Other research examines the prevalence and effects of precarious employment on workers who also have precarious immigrant status (Hande, Akram, and Condratto 2019; Jackson and Bauder 2014; Perry 2000).

Perhaps the most precarious of workers are those employed by temporary help agencies. This industry is built upon a goal of ultimate flexibility creating a group of employees that can easily be used and discarded as needed. As Vosko (2000) explains “[t]he temporary help industry is not an ‘industry’ in the classic sense of the term since it engages workers with diverse skills to work in various sectors and occupations on a temporary basis ... crossing traditional lines” (P. 6). The temporary help industry has long been present within the Canadian economy, where female workers and workers of colour primarily dominated the jobs filled by these agencies (Yates and Leach 2007; Vosko 2000; Fudge and Vosko 2001), but temporary help agencies are increasingly providing workers for blue collar and industrial jobs, as is the case in the Sudbury mining industry.

In Ontario, the standard employment model is significant in several ways but not unproblematic. First, this standard of measuring employment was never fully realized by workers who have continually been marginalized within the Ontario labour market (i.e., women and

workers of colour) (Fudge and Vosko 2001; Vosko 2006). These marginalized workers continue to be overrepresented in part-time and temporary work or work that lacks economic security (Oddo et al. 2021). Second, this standard of employment became the basis for the development of Ontario's labour legislation, such as the Employment Standards Act and the Labour relations act which governs the employment relationship in Ontario (Vosko et al. 2020). Many workers who fall outside of this standard have never been adequately protected because the legislation is not encompassing their conditions of work (Vosko 2000).

It is important to note that discussions of precarious employment and the decline of the standard employment relationship became widespread when these issues were problematized as non-standard forms of employment became more prominent among male workers. More recent research has begun to identify the growth of precarious employment within industrial and unionized sectors of the economy (Oddo et al. 2021). Oddo et al. (2021) found that while precarious forms of employment grew for all workers from 1988 to 2016, male workers, higher-wage workers, and workers with postsecondary degrees experienced the greatest increase. While attention to low wages is a feature of concern in many industries, this is not so for mining. These industries look different than the depiction suggested by Vosko and Standing both argue that insecurity and low wages are tied to one another as primary factors of precarious employment. The Sudbury case directs scholars and critics of precarious employment to focus on the quality and stability of employment. Emphasis on low wages is problematic in building an understanding of precarious employment within traditionally male dominated industries like mining since the actual income of mine workers remains fairly high. For this reason, I focus on the idea of *insecure wages* rather than *low wages* as a key point towards formulating a more comprehensive definition of precarious employment in the Sudbury mining industry. Unlike Vosko, Standing's view on

precarious employment focuses on class division, not on a deviation away from the standard employment relationship.

Globalization in relation to resource extraction industries like mining looks very different, when compared to nonindustrial sectors. In 2006 Inco was sold to Brazilian multinational Vale while Falconbridge was bought by Swiss-based commodity company Xstrata then again to Glencore in 2013. While globalization of other industries (auto, garment, etc.) has typically involved transferring production offshore to increase flexibility and decrease cost. However, offshoring is not fully possible within the mining industry. Actual extraction from the ground is geographically specific and cannot be moved. Unlike in manufacturing, production cannot be shipped to locations with lower wages and fewer protections for workers. However, companies like Vale have realised that in lieu of offshoring, the practice of outsourcing can be used as an alternative to relocating production facilities and is a reality that frames any discussion of precarious employment in the mining sector.

In summary, precarious employment has long been commonplace in non-union, lower-paid sectors of the economy and jobs traditionally held by women and workers of colour. Precarious employment became problematized as the characteristics of these jobs bled into largely white and male-dominated “good-jobs” sectors (Kalleberg 2011; Palmer 2013) through the feminization of employment norms (Cranford, Vosko, and Zukewich 2003; Vosko 2000; 2003). This includes an expansion of precarity to traditionally unionized, well-paid jobs in the manufacturing and natural resource extraction sectors such as mining. The expansion of precarious forms of employment into the industrial sectors of the Ontario economy such as mining have detrimental consequences for workers’ rights, (Palmer 2013; Varga 2013), workers, families, and communities (Lewchuk et al. 2011; Lewchuk et al. 2013). Standing (2011) argues labour flexibility was the key driver to the

expansion of precarious employment. Kalleberg Vosko and Palmer agree precarious employment is not a development of a new class of workers like Standing (2011) but an expansion of an existing group of exploited workers. Vosko's (2000) insists that expansion of precarious employment came through the feminization of employment norms that deviated from the standard employment relationship. The feminization of employment norms is clearly expressed in industrial industries such as the Sudbury mining industry as discussed in the next section of this chapter.

Precarity and Mining Employment

The mining industry, like most industrial employment sectors, is generally described as providing workers with stable, high-wage employment. These sectors of the Ontario economy have not escaped the rise of precarious employment. Between the period of 1969 to 2020, the Sudbury mining industry experienced a rise in precarious employment alongside mining companies' push for workplace reorganization and divestment. Mining companies divested their interests from non-extraction and non-production functions, which they deemed as outside their main business functions. These noncore activities, such as transportation, refabrication, and new mine development, are jobs that have been outsourced or contracted out to third-party companies. Mining companies, consequently, gained greater flexibility and assumed less responsibility/commitment to contract employees (Harrison and Kelley 1993; Perry 1997; Vosko 2000; Lewchuk et al. 2011). For workers, the process of outsourcing created instability in their employment relationship with the company as their employment was transferred to third-party contract companies. Observers of the mining industry describe that the employee/employer relationship has become fissured (Weil 2014) as a triangular employment relationship was created between the worker, the contract company, and the mine owning company (Davidov 2004; ILO

2003; 2006; Lewchuk et al. 2011, Weil 2014; Vosko 2000; 2006; 2010). These triangular employment relationships are problematic for workers who as a result may have difficulty identifying the employer who can effectively control the conditions of their employment (Davidov 2004).

The shift away from a standard employment relationship and the growth of precarity within the mining industry is not unique to Ontario. Mining jurisdictions throughout the world have been transformed by shifting labour dynamics dependent on a contingent labour force (Kenny and Bezuidenhout 1999; Crush, Ulicki, and Jansen van Veuren 2010; Bowden 2003; Manky 2014; 2018). Standing, Sender and Veeks (1996) offered an explanation for this shift:

The trend toward more contract labour, and towards using contractors for mining labour, has been linked to the mines' drive for higher productivity, flexibility and cost cutting. Among the reasons for the trends are that contract workers are typically not unionized and do not receive wages negotiated between the unions and mining companies. Contractors have tended to discourage their workers from joining unions. Employees of contractors are generally not covered by death and funeral benefit schemes negotiated by unions with mining companies. Whereas regular mineworkers earn little in bonuses, contract labourers often have their earnings entirely bonus-related, being paid for measured output. (1996:302)

In 2002 the International Labour Organization (ILO) recognized the expansion of subcontract labour employment within mining on a global scale, acknowledging “[i]t is increasingly common for both major maintenance tasks and routine equipment maintenance to be contracted out” (2002:12). The expanded use of subcontracted labour parallels a decline in direct employment with mine-owning companies. Specialized tasks such as “shaft sinking, equipment maintenance, drilling and blasting, construction activities, recovery operations, mandatory training and intermittent seasonal activities” are commonly completed by a contract-based workforce (ILO 2002:12). However, the growth of precarity within the global mining industry has well expanded beyond this. For example, Crush et al. (2010) argued that, since 1990, direct employment with

mine owning companies has declined while outsourcing has become commonplace within the South African mining industry. They argue that outsourcing has become detrimental to the efforts of the union movement to improve working conditions within the industry. The authors conclude that while a complete abolition of contract workers is unrealistic, they do support a system where contractors are “required to adhere to the same regulations and provide the same conditions of employment as ordinary mines” in hopes of equalizing rights for contract and non-contract workers (2010:30). Contracting out in the South African mining industry has expanded beyond specialized, limited-term jobs such as “shaft sinking, access development, catering and hostel maintenance, contractors are now used in ‘core’ mining activities” to cut costs to increase profits (Kenny and Bezuidenhout 1999:185). Bezuidenhout (2008) suggests that policies, which were established to reduce or eliminate inequality for workers (both in terms of racial equality and employment rights) and empower change, are creating openings or paths of exclusion for workers. Subcontracting practices within the mining industry have had negative effects on labour rights; triangular employment relationships have “complicated attempts to enforce the regulation of working conditions” (Bezuidenhout 2008:184). The global employment trend towards the use of contract workers is “eroding the regulation of employment relationships by the state or by collective agreements that are premised on the predominance of standard contracts of employment” (2008:186). This system is also eroding the power of unions who define the relationship with the company through collective agreements.

Within the Chilean and Peruvian mining industries, Manky (2014) argued employers utilize subcontracted workers to gain power and control of workers and unions. By reducing the unionized workforce, employers are able to weaken the union and limit its negotiating power. Triangular employment relationships between workers, contract companies, and mines creates

working conditions which hide the “‘real employer’, which affects the ability of workers to negotiate with the actor that has the power to improve their working conditions. Thus, the attempts to negotiate with, or to organize strikes against, the real employer are harder” (Manky 2014:2). Manky’s point here was supported by Wills (2009), who recommended the “need for subcontracted workers to put pressure on the ‘real employer’ at the top of any contracting chain” (2009:441) to effectively enact changes to their working conditions. However, job instability and lack of clarity as to who is responsible for employment conditions make this a challenge for workers without union support. In addition, since contract workers are less likely to be organized, they lack support to advocate for their rights and lack solidarity to other workers; in some cases, contract workers “do the same job as the core workers but without the same rights, making potential alliances weak” (Manky 2014:3). Since contract workers often do not work at the same location or in the same job position for any extended period, they tend to not form strong friendships and bonds with fellow workers. This contrasts with the familial bonds unionized workers historically formed, as discussed later in this paper.

Shifting labour dynamics have transformed mining jurisdictions throughout the world. These shifting labour practices have been a means of increasing flexibility, increasing productivity and cost-cutting for mining companies (Kenny and Bezuidenhout 1999; Crush et al. 2010; Bowden 2003; Manky 2018; Standing et al. 1996). Weil (2014) terms this precarious shift as fissuring and suggests:

... fissuring has serious consequences for the bedrock that people depend upon from employment: the share of the economic pie available to workers and their families; their exposure to health and safety and other risks each day at work; and the likelihood that their workplaces comply with the standards set out by law. (P. 7)

Weil argues that subcontracting is one of the “organizational mechanisms” that ensures “fissured workplaces” and results in deterioration of working conditions (Weil 2014:94). While fissuring may increase corporate profits, it leads to reductions to workers’ wages and benefits, blurs the line of who is responsible for the maintenance of working conditions and who bears the responsibility of ensuring protections for workers, essentially promoting precarious working conditions, and who bears the responsibility of ensuring protections for workers. In a historically, male dominated industry that has been reinforced or even produced notions of what it means to be a man, precarious employment also needs to be considered in relation to the gendering of this work.

Sudbury Mining and Masculinity

Employment within the mining industry has long been recognized as “men’s work,” much like most other industrial employment in resource extraction. The idea of socially constructed gender roles is well-documented within academic literature (West and Zimmerman 1987; 2008). Since the 1970s, women have widely challenged the traditional division of labour, largely participating in the paid workforce while still maintaining their domestic labour at home (Luxton 1983). Within the mining industry, these normative gender roles were perpetuated over generations by sons following in their father’s footsteps as miners, while women took on the household and unpaid, largely invisible, social reproductive labour of raising families (Keck, Kennedy and Steedman 1996). This was the story of mining employment in the Sudbury area for decades. As articulated by King (2019a)

Unionized male workers in the primary labor market drew on ideas about their ‘natural’ breadwinner status to buttress their demands for dignity and fair compensation at work (Forrest 1995). When the mining companies in Sudbury began to restructure their operations through the introduction of labor-saving technologies in the late 1970s, workers’ resistance continued to draw on this gendered class identity and was effective only at mitigating the worst aspects of

the social and economic fallout. Up to that point, no women had been hired for underground or mill jobs. In fact, women's struggles to enter the paid workforce and union coincided in the late 1970s with the first wave of major labor-displacing technologies (Keck & Powell 2000). In the subsequent decades, massive job loss and the eventual internationalization of ownership deeply restructured the local mining industry. (2019a:80)

The city's historic "combination of single industry dominance, high wages and dangerous work contributed to Sudbury's image as a 'man's town'" (Keck and Powell 2006:4). Precarity has long been considered commonplace within female-dominated industries such as retail sales and services (Cranford et al. 2003; Vosko, MacDonald, and Campbell 2009), it wasn't until the 1970s that precarious employment rose as an employment practice within the male-dominated mining industry.

Through his research on rank-and-file Sudbury mine workers, King (2019a) provides key examples of how gender roles within the Sudbury mining industry were divided and continually reinforced. Narratives of workers also reinforce the perceptions workers held of themselves within the home, the community and as workers. King states:

Many workers interviewed during this research utilize this 'typical' gender order as a measure of working-class material security. The ability of a single (male) job to sustain a household function as a yardstick against which to measure work's value, and additionally provides a normative contrast to the growing supply of precarious jobs in the local economy ... Working-class women, whether they worked for wages outside the home or not, frequently supplied emotional labor as a palliative for the harsh working conditions of nickel mining. (2018: 88)

Though male workers shared stories and tales of hardships experienced on the job, women and families were also important though the process of unpaid, domestic labour provided emotional support. While women were excluded from paid production employment within the industry until 1974 (Keck and Powell 2006; Mulroy 2008; 2019), with the exception of limited-term employment during times of war, women's emotional labour and role as a caregiver was ever present.

Prior to 1974, women were only permitted to hold clerical office jobs segregating women from well-paid employment in the mining industry (Mulroy 2008; 2019). Women's rights activists pushed governments to recognize the equality of women and women's work. Keck and Powell (2006) argue several factors contributed to the hiring of women at Inco. This decision came amidst

a

broad patterns of social change affecting the status of women, the postwar increase in women's labour force participation, changes in the structure of the family and the emergence of a vigorous second wave women's movement with its demands for economic equality and affirmative action ... In 1970 human rights legislation in Ontario was changed to include gender as grounds for discrimination for the first time. The same year the *Ontario Mining Act* was amended to allow mining companies to hire women for production jobs at surface operations. There were also important changes in the nature of work as increased mechanization and automation meant that physical strength and endurance were less critical for job performance at Inco and other mining operations. (2006:5–6)

The combination of legalizing women's work in mining production jobs with the overall trend toward women's increased participation in the paid workforce shifted the gender norms within the Sudbury mining industry and within the community. As Keck et al. (1996:149) argue, "entry of women into the Inco hourly rated workforce was thus not only a historic shift in a significant industry but also a profound departure for Sudbury female workers, who had for many years been severely limited in the jobs they would get, in the wages they could earn, and in the job security and employs benefits available to them." The expansion of job types permitted for women in mining and in others was a significant departure from the patriarchal relationship, or male breadwinner model, as women could be financially independent with a long-term level of stability that was rarely available to them otherwise.

Women's participation in the paid mining workforce was legislatively prohibited until the 1970s (Keck and Powell 2006). The legislative prohibition of women within the mining workforce

reinforced the male breadwinner model and “powerful ideologies of masculinity and femininity on the shop floor, at home, and in the community” (Keck and Powell 2006:280). Besides any cultural or familial norms, Inco itself had a role in advancing narratives of male breadwinner, women housewife with any deviation being a hint to fascism. For example, during WWII, Inco sponsored several radio ads suggesting women’s role was to ensure their husbands went to work stating lines such as

Mrs. Housewife! Are you one of those women who does her part by encouraging her husband to do his part in this war? Or are you “A Worry bird”, one of those girl friends of Hitler and Company? ...[or] ... It’s vital that he does his job with his full heart in it. That husband of yours needs a clear head and his full attention to his job. Do your part, look after his health and his peace of mind. Remember he is needed on the job every minute of his shift. needed to ensure their husbands.
(Sudol 2016)

Women were expected to manage the household and encourage men to focus on work to maximize nickel production during the war or risk being enemies of the industry and of Canada at the same time. At the same time, the prohibition of women to work in surface mining operations was temporarily lifted during World War II to fill the labour shortage (Espley, Francis and Castonguay 2002; Saarinen 2013). During the war, “Inco hired over 1400 women to fill mostly unskilled production and maintenance jobs” (Saarinen 2013:171). However, the employment of these women quickly ended as men returned from the war (Espley et al. 2002). The government argued “the supply of male labour rendered the continued use of women unnecessary” (Saarinen 2013:171). There was no acknowledgement of the valuable role women could play in the paid workforce. Women were viewed as peripheral or in a supportive role to mine workers. It was not for several more decades that it would be socially acceptable and legislatively permitted for women to play an active role in the paid mining workforce.

Until the late 1960s, few women worked outside the home. In relation to the Sudbury mining industry, Mine Mill wives often became involved in the labour movement through

women's auxiliaries and family activities at the local union halls. Mine Mill valued the unpaid roles women played with the union. As Steedman et al. (1995) state the social and cultural activities by the union "would not have been possible without the active support of wives and daughters of the Mine Mill men, whether through the Ladies' Auxiliary or as volunteers at the camp" (P. 8). Mine Mill Ladies' Auxiliaries empowered women beyond their roles as traditional working-class housewives. In Sudbury

[w]omen actively lobbied to obtain proper housing, sanitation, and municipal services, to gain improvements in the school systems, and to secure workers' compensation and unemployment and old age benefits. They pushed government bodies to limit increases in the cost of living, improve social services, and generally make elected representatives 'work for the welfare of all people, not only for the rich minority.' In the rich cultural activities under the imaginative leadership of Weir Reid [Mine Mill recreational director] from 1952 to 1959, women helped run the baller and drama classes, the libraries, play schools, and film sessions. Before Reid was hired as recreation director, women had initiated many of these activities. (Steedman et al. 1995:9)

Women's activism also led to the Mine Mill Ladies' Auxiliary to be marked as a potential communist organization from the 1940s through 1969 (Steedman 2000: 55). Through their involvement with the union, women sustained familial relations in the home and in the larger community (Keck et al. 1996). Women's unpaid support of the union's cultural activities and Sudbury's community development, while often undervalued, was proven essential to the maintenance of community solidarity with the union and solidified familial bonds between workers and the union, rivaling the company's efforts of control.

However, in 1974 women's role within the local mining industry shifted as the first women were hired to work in the surface plants at Inco (Brasch 2005; Mulroy 2019); Inco hired 100 women between 1974 to 1976 to work at its surface operations (Keck and Powell 2008). Opening these job opportunities previously closed to women was significant. Women's employment was

concentrated in the retail and service sectors, which earned them minimal income. Working at Inco provided women with financial stability as Inco was “the community’s largest and most prestigious industrial employer and its workers earned one of the highest industrial wages in the country” (Keck and Powell 2008). While women were legally permitted to work in surface plants, Ontario mining legislation prohibited women’s work underground until 1978 (Keck and Powell 2000). However, as recounted by former miner and author Hans Brasch, it wasn’t until 1992 that the first woman was hired to work underground (Brasch 2005).

While women were legally invited to join the men’s working world of mining in 1974, the reality for many women who chose to work in the male-dominated industry was a negative experience. Cathy Mulroy, one of the first women hired at Inco in 1974, described her experiences of harassment, abuse, and unwelcoming actions from her male co-workers (Mulroy 2019). Women endured these experiences to fight for the betterment of their families and future generations of women. Mulroy found support in her union, USW Local 6500, but not all women were able to withstand the hostile working conditions and chose to quit their jobs. Despite decades of women’s empowerment movements and the introduction and betterment of employment legislation to protect the rights of women, research demonstrates that women in the mining industry continue to be perceived as inferior to men, and they experience inequality and harassment by their male co-workers (Botha 2016; de Blois 2023). These experiences of women are not only in the mining industry but also in other male-dominated sectors such as construction (Denissen 2010) and auto manufacturing (Star 2014).

While the overall membership size of USW Local 6500 has changed significantly since the 1970s, the number of women who are hourly mine workers has changed very little. In 1998, there were approximately 4,200 members of Local 6500; of this number, only 54 were women (Gilchrist

1999). The number of women increased slightly to 59 by 2003, at a time when membership numbers were slowly declining (Brasch 2005). In 2020, women accounted for 52 of Local 6500's approximately 2,700 members, representing only 1.9% of the union's members (Jonathon, Union representative, USW, pers. comm., unpublished data). Nearly the same number of women as employed in unionized production jobs in 1981 (Rise Up! 2023).

With women now part of the unionized workforce, they are no longer solely segregated in unpaid supportive roles within the union as they were in the prior to the 1970s. As Alex, a retired USW union representative, stated, "back then we'd have the wives down there [at the union hall] making sandwiches ... Now the wives are working, and you can't get anybody to do a whole lot of stuff anymore because they're busier people. I mean the women are working." It is important to remember the contributions of women to their households and within the union. Women were instrumental throughout the history of USW Local 6500, Inco, and the Sudbury community, having played a key role in mining's overall well-being. Women have taken over men's roles during times of war, been instrumental in resolution of strikes, and ensured future generations of workers thrived. However, as Ava Baron (1991) asserted, it is important to consider "the significance of gender regardless of women's presence or absence" (Baron 1991:20 as cited in Meyer 2016:1). Historically, women have played a key role in union life and in union resistance in times of strikes but rarely were union members. Rather, women played a supportive role and as a result were often invisible in the expression of union power. Women's exclusion from the workplace, they were not dues paying members, ensured women took a supportive role in all aspects of mining life. This dynamic also supported the gendered division of labour, the patriarchal culture of unions, and the masculine identity of male workers (King 2019b; Meyer 2016). While this dynamic shifted slightly since the 1960s as more women entered the workforce (Livingstone

and Mangan 1996), the industry and Local 6500 may still perpetuate traditions which limit the role of women (de Blois 2023).

The shifting nature of work that has occurred since the 1970s within the Sudbury mining industry, resulting from the decline in direct employment at the Sudbury mines, coupled with a steady increase in women's participation in the paid workforce, shifted gender dynamics within the city. Prior to this time, women's role in the paid labour force was seen as peripheral to the overall economy as illustrated by Sudbury's distinction as a male-dominated mining town, yet women participation as union wives was key to a successful economy and a thriving community.

Theoretical and Empirical Knowledge Gained from the Literature

The standard employment relationship has sometimes been envisioned as the goal for workers in the post-World War period. However, this form of employment has not been attainable by all workers within the Canadian labour market as previously discussed. Governments and policy makers adopted the standard employment relationship as the norm for employment using these conditions of employment for the development and implementation of Ontario's labour legislation (Vosko 2006). Unionization developed hand and hand with the standard employment relationship in many industries including manufacturing and mining, industries dominated by white male employment. However, existing research as discussed throughout this chapter, argues the standard employment relationship between a worker and an employer has been eroded since the 1970s (Vosko 2006). The movement away from a standard employment relationship toward the continued dominance of precarious employment is theorized as “[t]he feminization of employment norms [denoting] the erosion of the standard employment relationship and the spread of forms of employment exhibiting qualities of precarious employment associated with women, immigrants,

people of colour, and other marginalized groups” (Vosko 2006: 44). While scholars such as Standing (2008) see the surge of precarious employment as a new phenomenon arguing precarious workers are a new class, I agree with Vosko (2006) contending this is not the case. Choonara (2020) also highlights the idea that precarious employment is a long-standing concept equating to a lack of stable and secure employment, tracing the scholarly history of research on precarity. Within this dissertation I adopt the theoretical perspectives of Vosko and seek to demonstrate that while precarious employment has long existed among marginalized workers facing low wages in industries associated with work done by women, the norms of employment traditionally associated with precarious work have now expanded beyond these parameters into male dominated mining sectors. The distinction within the labour market since the 1970s is that precarious norms of employment have expanded into almost every industry, including traditionally male dominated, industrial, and once unionized sectors. Workers are now more widely conceptualized as flexible commodities fluidly moving throughout the labour market. Betti’s (2018) and Barbier’s (2011) comprehensive overview of academic research on precarity highlights the long-established existence and academic interests of this phenomenon and the scope of precarity on a global scale. Barbier (2011) suggests that while the terminology around the social problem of precarity has evolved through over forty decades of research, scholars continue their pursuit to a better understanding of the scope, depth, and breadth of nonstandard forms of employment. Whereas many studies include a low wage as a measure of precarity, in this study, I focus on aspects of precarity beyond wages. As Betti’s (2018) study suggests, “[f]rom a conceptual point of view, historicizing precarious work in the history of global capitalism implies acknowledging job stability as an exception and job precariousness as its norm,” (P. 300) supporting assertions of the significant rise and ongoing prevalence of precarious employment. Employers no longer provide

the commitment of career long employment and stability while in return workers lack loyalty to their employer (Lewchuk, Clarke, and de Wolff 2011). Literature suggests that some of this lack of commitment derives from the constant movement of precarious workers from one job to another, or perceived endless flexibility of workers to move between jobs, companies, or worksites (Lewchuk, Clarke, and de Wolff 2011; Thomas 2009). The foundation of stable, standard employment has been eroded as employers choose precarious employment.

In the post World War II era of standard employment, unionization often went hand and hand with full-time industrial jobs. The theoretical basis for unionization often focuses on the concept of power in numbers. As articulated by Patrias and Savage (2012) earlier in this chapter, individually workers have little power but together “their collective voices have greater potential to shape and influence both the terms and conditions of their employment and the broader political, social, and economic spheres in which their employment relationships are embedded (2012: 4). Levesque and Murray (2010) nuance the definition of union power specifying what this entails as the union’s ability to successfully “represent workers’ interests, to regulate work and to effect social change” (P. 335). This power is challenged by the rise of precarious work and the decline of the standard employment relationship (Levesque and Murray 2010; Perry 1997). Precarious employment fractures the cohesiveness of the workforce and the internal solidarity of the workforce, blurring the idea that workers who stand together have more power. Precarious workers are most often not represented by a union, as work shifts from standard to precarious, and union membership numbers decline, financial stability of unions also decline affecting their ability to “represent workers’ interests, to regulate work and to effect social change” as defined by Levesque and Murray (2010: 335). Conceptually external solidarity is also key to channeling a union’s power. Levesque and Murray (2010) further argue that both internal and external solidarity are

tied to a union's narrative resources, the personal and group histories passed down through generations of workers. These stories provide longevity to the union's past wins, losses, and foster solidarity among the workforce and the community to build strong relationships which translate into sources of power. The published personal and local histories of several prominent union leaders form part of the important narrative resources as discussed by Levesque and Murray (2010) sharing a legacy of the importance of unions in the establishment of workplace legislation, working conditions, and gains to wages, pensions, and other benefits.

Empirical evidence demonstrates that the standard employment relationship was never fully realized by all workers. Sectors of employment such as sales and service industries have historically been and continue to be highly precarious with the majority of these jobs occupied by women and workers representing other marginalized groups. While certain groups of workers, mainly white males occupying jobs in industrial industries, experienced the full benefit of the standard employment relationship, other workers were never fully able to realize the benefits of the standard employment relationship. Research such as the study by Oddo et al. (2021) demonstrate that while precarity continues to expand for all workers', precarity is rapidly expanding into higher wage jobs, those dominated by men and jobs requiring post-secondary education, "suggesting long-term decreases in employment quality are widespread in the US, rather than confined to marginalized segments of the labor market" (P. 177).

Precarious workers fall outside of the standard employment relationship and outside of legislative workplace protections as well documented within existing research (Campbell and Burgess 2018; Campbell and Price 2016; Gravel and Dubé 2016; Hardy and Howe 2009; Lippel and Thébaud-Mony 2020; Standing 2011; Vosko et al. 2020; Weil 2014). Precarious employment continues to expand within the Canadian labour market as found by Statistics Canada (2022b)

revealing gig work is becoming the primary source of income for many Canadians. As discussed earlier in this chapter, community research such as the 2013 PEPSO research project (Lewchuk et al. 2013) found that precarious employment accounted for almost 50% of jobs within southern Ontario negatively affected workers and communities. More recently Ivanova and Strauss (2023) are continuing research similar to the PEPSO project within communities in the province of British Columbia, demonstrating the spread and potential negative outcomes of precarity throughout Canada on workers and communities.

Documented statistical information on the Sudbury mining industry locate Sudbury as an important site for the Canadian economy and well-paid male employment (PricewaterhouseCoopers 2014; Statistics Canada 2022). While the local economy has diversified making Sudbury a Northern Ontario hub for retail, education, and healthcare, the mining industry continues to hold a significant share of local employment and revenue producer (Ontario Mining Association 2023b; Wallace and Thomson 1996). Recorded employment numbers at Inco and Falconbridge show that since the 1970s, direct employment has been on a continual decline (Saarinen 2013). Some of this decline in direct employment can be attributed to advancements in mining technology and automation which has made the process of mining less labour intensive (Clement 1981). However, historical evidence presented throughout this dissertation also demonstrates local mining companies divested from various aspects of their operations, choosing to outsource these functions to third party contract companies. This divestment has also led space within the broader mining industry for the creation of the mining supply and services sector. Much of the lost direct employment from historic Inco and Falconbridge has shifted to this sector as evidenced through historical documents and personal narratives presented in later chapters. The

stories of workers who experienced the sale of Inco to Vale and the shift in the labour management relations since the sale, as further explored in Chapter 4, also show a growth in precarious work.

Gaps in the existing literature currently exist in the scholarly study of precarious employment and its correlations to union power. No study currently explores the relationship to precarious employment and union power within the Sudbury mining industry. Literature on mining jurisdictions globally do support a widespread trend of outsourcing or contracting out as a management strategy to limit the directly employed workforce, create a more flexible work environment, and limit labour responsibilities (Bezuidenhout and Kenny 1998; 1999a; 1999b; Manky 2014; 2018). These studies however, do not draw connections between these employment trends and union power. Recorded histories of local mining unions, explored further in Chapter 3, highlight the importance of Mine Mill Local 598 and USW Local 6500, in the shaping of the local community, of worker's lives on the job and beyond, family life, and the role unions played as part of the identity of workers. Scholarly research on local mining unions also makes evident the decline of the union's connection to the broader community. Steedman et al. (1995) provide a historical overview of the importance of Mine Mill Local 598 to workers, families and the Sudbury community. Mine Mill was not only a powerful force within the workplace but also in building connections with the community, providing spaces for wives and children to come together, and hubs for community activities. However, after 1962 when Inco workers shifted their representation from Mine Mill to USW, there has been a movement away from community embeddedness as USW has traditionally had a business focus, prioritizing the interests of the membership within the workplace above community connections (Lowe 2014; McKeigan 2008).

Existing literature and archival documents provide a rich history of Sudbury mining unions, labour management relations, and the power local mining unions once had within the Sudbury

area. However, the relationship between precarious employment and the power of mining unions is unexplored within the current literature. This literature does not provide a correlation or connection to the evolution of precarious work in the Sudbury mining industry. The existing also does not provide a full exploration of the evolution of precarious employment within the industry and the loss of direct employment at Inco/Vale. What is left unknown is what happens when the Sudbury mining industry, male dominated and traditionally highly unionized, becomes subject to precarious employment between 1969 and 2020. In addition, while the changing labour management relations between USW Local 6500 and Inco/Vale are presented to some extent (Chaykowski 1991b, 1992; Clement 1981, Peters 2010), the literature fails to link the correlation between contracting out and the loss of union power. Also absent from this literature is a comprehensive overview of the evolution of contracting out language and the strategies the union has used to ensure the company's compliance with this language. This dissertation seeks to shed light on these gaps.

Conclusion

Precarious employment within the Sudbury mining industry and its relationship to union power, is a complex and multifaceted labour phenomenon that cannot be adequately understood or addressed without the use of an interdisciplinary approach spanning the fields of Labour Studies, Gender Studies, History, Political Science, and Sociology. This chapter provides a discussion of relevant literature that theorizes the concepts of on union power, precarious employment, the employment relationship, and the gendered role of mine workers and unionization that has shaped the culture of mining in Sudbury which help to contextualizes the phenomenon of precarious employment within the Sudbury mining industry.

The characteristics of precarity in the Canadian labour force are illustrative of the gendering or “feminization of employment norms” (Cranford et al. 2003; also see Vosko 2000; 2003) whereby precarious employment shares many of characteristic inequalities that were once mainly associated with work occupied by women or workers of colour. The nature of work and the workers themselves are conceptualized as endlessly flexible and perceived as willing to move from workplace to workplace, always available to work, and willing to take on roles without notice (Thomas 2009). The literature also suggests that precarious employment is expressed through racialized and classed divisions of labour between and within labour forces in the Global South and Global North, particularly in the resource extraction industries (Bezuidenhout 2008; Standing 2008). As mines cannot be moved, it is the labour within them that has to be shaped and modified. The literature discussed in this chapter builds towards understanding of the methodological approach that should be taken in the study of precarious employment and the loss of union power. In the next chapter, I present the methodological approach of this dissertation that is informed by Leah F. Vosko’s theorization of precarious employment in Ontario, culminating in a focused case study of USW Local 6500.

Chapter 3 – Methodology and a Case Study of United Steelworkers Local 6500

Introduction

This chapter presents the methodology for this dissertation, followed by a detailed case study that is the basis of the chapters that follow. Building on the literature discussed in Chapter 2, this chapter introduces an interdisciplinary methodological approach to this study of precarious employment in mining. My argument for an interdisciplinary approach is followed by some of the problems and limitations I faced conducting this research. Next, I discuss rationale for adopting a case study approach to this research leading to the presentation of the research questions that have guided this dissertation. This chapter then presents the methods of data collection for this dissertation, which include the analysis of archival documents, 13 collective agreements negotiated between USW Local 6500 and their employers (Inco and later Vale), and individual interviews with current and former mine workers, union officials, and key informants. I then present a case study of Vale (formally Inco Ltd.) from the standpoint of United Steelworkers Local 6500. The time frame for this study is 1969 to 2020. The case study is built on secondary literature written about the Sudbury mining industry, local mining unions and archival materials. By articulating the case study at the end of this chapter, I aim to trace (1) neoliberal management strategies; 2) the impact of changes as a result of the change in ownership from Inco to Vale; and 3) labour's resistance to engage in a socially aware view of union power alongside of legislative and policy changes that have shifted bargaining power in favour of Inco/Vale away from workers and unions, all of which are explored in-depth in each of the remaining Chapter 4-6. Throughout, I demonstrate the value of approaching this critical study of changes in the employment relationship in mining through interdisciplinarity.

An Interdisciplinary Methodological Approach to Precarious Employment in Mining

A review of the relevant literature in Chapter 2, shows the study of precarious employment and shifting union power within the Sudbury mining industry are complex social problems that I argue are best studied through an interdisciplinary lens. My approach is influenced by Vosko (2006) who argues precarious employment is a complex, multi-dimensional problem. Betti (2018) also points to the interdisciplinary interest in precarious employment within the established academic disciplines and the substantial body of academic publications on this topic. Like Repko, I forward a use of interdisciplinary research that

... integrates information, data, techniques, tools, perspectives, concepts, and/or theories from two or more disciplines or bodies of specialized knowledge to advance fundamental understanding or to solve problems whose solutions are beyond the scope of a single discipline or area of research practice. (Repko, 2008:11 citing National Academy of Science, the National Academy of Engineering, and the Institute of Medicine, 2005:39).

Some argue that a disciplinary view alone does not provide all the required research tools to “make sense of the social world” (Repko, 2008:39). These scholars suggest a disciplinary research approach may simply be inadequate because it does not “provide us a total picture” (Repko, 2008:39 citing Giri, 2002:110). While I am not in complete agreement with Repko, I do agree with Klein and Newell (1997), that interdisciplinarity is “... a *process* of answering a question, solving a problem, or addressing a topic that is too broad or complex to be dealt with adequately by a single discipline or profession ... and draws on disciplinary perspectives and integrates their insights through construction of a more comprehensive perspective” (P. 393–394). This research was developed through a process by which I attempted to understand the depth and breadth of precarity within the Sudbury mining industry, how workers experienced precarious employment, and how this form of employment impacted workers and the community. So much

of what is termed precarious work is obscured both in representation in Statistics Canada data, within the mining industry, and sometimes by workers themselves. The original idea for this research was to focus solely on contract mine workers as potential interviewees. I soon determined that gaining access to these workers posed great logistical challenges or proved impossible. Geographically, the mine sites within the Sudbury area are widespread. Access to these sites is restricted to industrially trained workers due to health and safety reasons. As a result, I was never able to access contract workers this way. There were also ethical considerations in accessing workers on company property; employers may not have been open to workers participating in a research study inquiring about the conditions of their employment. Since these workers are mostly non-unionized and precarious, lacking job security, participating in this research may have placed them at greater risk of job loss or reprisal. This is also why it was not feasible to approach workers via third party contractors or temporary employment agencies. My initial recruitment strategy included poster advertising and snowball referrals, but it proved wholly unsuccessful. There is not a central location where contract mine workers meet. They do not universally frequent a specific location such as a coffee shop and, if they do, drive-through service is the preferred way to order. In light of these obstacles, I reconsidered my approach to this research, choosing to focus on the experiences of unionized workers and the union representing these workers. The new focus of my study was informed by the archival research I conducted and the rich history of the labour movement in the Sudbury area. This change ultimately allowed me to broaden the scope of my research to explore the concept of union power and include a longitudinal analysis of the growth of precarious employment as opposed to the current experiences of workers as originally planned. I shifted focus to how unions and unionized workers have experienced the rising level of contracting out in their workplaces and the response to the practice of contracting out. By doing so, I was able

to gain access to this subject group through the USW Local 6500 union hall, accessing a willing group of participants to share their workplace stories and experiences. Worker's stories along with an analysis of USW Local 6500's collective agreements, the development of the language on contracting out, along with other archival documents discussed below, provided context to develop a case study of the precarity phenomenon in mining.

The phenomena of precarious employment and its relationship to union power are not one-dimensional. Rather, the ongoing use of contract workers at Vale, the struggle of United Steelworkers Local 6500 to limit the company's use of third-party contract workers, and the effect of this practice on workers and the community is a complex and persistent social problem; it has affected every aspect of work, community, and the family lives of workers. Precarious employment has altered the terms and conditions of employment, the way workers conceptualize work, the way they interact within the workplace and outside the workplace. The continued expansion of precarious employment has led to the dissolution of community and a social structure that bonded workers, families, and the community. In turn, the rise of precarious employment has paralleled the loss of the union power through a loss of connection to the workforce, their families, and the communities in which workers live. Workers are less invested in the community and the social bonds that traditionally existed among union members in the Sudbury area. This loss of connection to the community has shifted the ability of the union to gain community support making the loss of union power a multidimensional and complex social problem worthy of further consideration.

As demonstrated by the literature, precarious jobs are increasingly becoming the "norm" not only in the sales and service industries but also within manufacturing and natural resource sectors such as mining where full-time, long-term, unionized jobs have traditionally dominated.

The employment norms within these industrial industries have become *feminized* or have taken on characteristics most commonly linked with female-dominated work, as a result of a corporate push to increase employment flexibility and reduce labour costs; that is, while women and racialized workers have long experienced precarious employment, it has now extended into the broader working class. As discussed in Chapter 6, as union membership numbers decline, the social and community bonds that were established in connection to the labour movement also weaken. Thus, I argue an analysis of precarious work and the loss of union power extends beyond the disciplinary boundaries and should be examined through a wider research approach that encompasses the fields of Labour Studies, Gender Studies, History, Political Science, and Sociology. The study of precarious employment is a complex social problem that affects and reflects people's relation to paid work, but also their relationship to their families and communities (Lewchuk 2017; Kalleberg and Vallas 2017). As such, studies of precarious labour lend themselves to interdisciplinary inquiry, which requires the researcher to bring insights from diverse fields to bear on the literature and a methodological approach that informs this work (Chettiparamb 2007; Jacobs and Frickel 2009; Szostak 2012).

The theoretical and methodological approaches for this dissertation are informed by Canadian political economy perspectives more generally, which are “oriented toward understanding the dynamics of power in Canadian society and identifying processes that may generate progressive social change” (Thomas and Vosko: 2019: 3). Specifically, this dissertation was informed by the work of Leah F. Vosko, whose comprehensive analysis and theorization of changing employment dynamics in the Ontario labour market suggests that the transition from the standard employment relationship to precarious employment has emerged not only as the prevalent form of employment with the Ontario, but that this form of employment is characterized by the

feminization of employment norms. The increase in precarious forms of employment has intensified the commodification of labour and furthered “the erosion of security and freedom in the wage-relation” (Vosko 2000:3). Workers are treated by employers as a commodity as the employment becomes more precarious. Vosko’s perspectives are grounded in the experiences of workers and shaped by social location, employment status, and labour market context. Given the interdisciplinary nature of this research, the goal was to not only to inquire about the changing nature of employment within the Sudbury mining industry and the union’s response to these changes, but also to provide an analysis of the conditions that contributed to this change and the experiences of the workers during this time as well as the effects of these changes on workers and the community. Using Sudbury’s mining industry as a case study allowed for in-depth analysis of the complex issue of precarious employment within it.

Why a Case Study?

As Yin (2003) suggests, the development of a case is appropriate when studying a phenomenon that involves “complex multivariate conditions and not just isolated variables” (2003: xi). The relationship and the context within Inco/Vale and USW Local 6500 provide a unique setting for research on precarious employment. The rise of precarious employment within the Sudbury mining industry and the response of unions and workers is a complex, multivariate issue. As such, a case study approach was most appropriate for exploring the rise of contracting out and of its relationship to union power. First, the Sudbury nickel mining industry has a long history of unionized, fairly stable, well-paid, white-male employment (Steedman et al. 1995; Condratto and Gibbs 2018; Saarinen 2013; Swift 1977). In comparison to existing research on precarious employment, this is not a typical setting to explore the rise of precarity. Despite a high level of unionization historically

within the industry, the political, economic, and legislative contexts within Ontario, and mining industry more broadly, have led to the rise of corporate neoliberal strategies and the decline of unionization, resulting in the rise of precarious contract work. The rise of precarity within Ontario's industrial and extraction industry has not been adequately addressed within the existing literature on precarious employment. Second, a large body of pre-existing published materials on Inco, Vale, USW Local 6500, local unionization, and the Sudbury mining industry in general has proved an extensive and valuable material base from which to build this case study. The literature contains accounts of the long history of unionization and union-management conflict, which present a union focused backdrop for examining the union's struggle against the practice of contracting out and the rise of precarity. The case research draws on the work of other academics who have extensively studied the area of precarious employment (Vosko 2006; 2010; Thomas 2009), mining employment (Clement, 1981), and industrial relations within the mining industry (Chaykowski 1992; Chaykowski and Verma 1992; Verma and Chaykowski 1999). My review of the literature problematizes precarious employment in an industry historically shaped by the standard employment relationship prompting the following research questions as outlined below.

Research Questions

This research examines the rise of precarity within the Sudbury mining industry, the loss of unionization and the response of workers and unions to these changes. Specifically, this research poses the following questions:

1. Examining the period 1969 to 2020, what conditions have contributed to the decline of direct employment and the shift to a more precarious workforce within the Sudbury mining industry?

2. How has contracting out shaped and reshaped union power for USW Local 6500 between 1969 and 2020?
3. What are the potential consequences of the shift from unionized employment to precarious employment on the workers perceptions of work and commitments to their employer and to the union?

To explore these questions, this dissertation utilizes an interdisciplinary approach, informed by Leah Vosko's theorization of precarious employment, to produce and interpret a case study of USW Local 6500 and Inco/Vale.

Methods

Three methods of data collection were selected for this dissertation. The choice to employ these methods was "mindful of an interdisciplinary approach [and] informed by multi-method analysis" (Vosko 2006: 4). To build the case study for this dissertation, I drew upon archival documents, including newspaper articles, files from the offices of local politicians, unions, union leaders, analysis of collective bargaining agreements, and qualitative interviews. Analysis of these allowed me to map the political, economic, and legislative history within which the company and union operated. This approach allowed me to identify overlaid events such as strikes, lockouts, contract negotiations, and the sale of Inco to Vale, which were catalysts for shifting power relations and key periods of change between the company and the union. Building on information gained from the archival documents and collective agreement language, I developed a semi-structured interview questionnaire to guide my discussions with union leaders, contracting out representatives, and other union members as a measure of the union's level of power to enforce this contracting out language. The personal stories informed my discussion on the effects of

precarious employment in relation to union power as well as the impact of precarity on workers, their families, and the Sudbury community.

Archival Research

First archival documents and newspaper articles that map the political, economic, and legislative historical context within which the company and union operate were identified. Utilizing archival material allowed for the inclusion of longitudinal insights gained into historic events of the Sudbury mining industry. Archival records allowed me to access information that was not available through interview processes, as participants may not recall such historic events. Given the records that were available in the Laurentian University archives and the Archives of Ontario, as well as access-to-information stipulations placed on files, most documents ranged from 1969 to 2000.

I accessed fonds available at both the Laurentian University Archives and the Archives of Ontario. The Laurentian University Archives contains donated documents from prominent local politicians, labour leaders, activists, researchers, and union locals. These fonds include “Labour Fonds” and those belonging to local politicians. I reviewed these documents to gain information on local issues related to mining employment and periods of labour strife, and to pinpoint key moments which contributed to the decline of direct employment and union membership including: (1) union strikes and company lockout; (2) periods of contract negotiations; and (3) the sale of Inco to Vale. In addition to these documents, I reviewed historic editions of local newspapers such as the *Sudbury Star* and *Northern Life*, long-time local newspapers were accessed. News articles printed around periods of labour strikes and negotiations were reviewed to gain insights as to the public context surrounding these events, which I identify as key periods of change. These articles also provided insight on what information that was being shared publicly about union activities,

strikes, and collective bargaining. These articles also gave glimpses into the company's standpoint and the public's perceptions of periods of negotiations and strikes even though these views were not the main focus of my research. These outside viewpoints helped to frame levels of union power.

The USW Local 6500 monthly newsletter publication entitled *The Searcher* was reviewed for content related to contracting out. This newsletter was published in paper format from 1965 to 1987. Articles in the publication were written by Local 6500 executives and union representatives, meant to inform the membership of issues within the plants, share union gains, and call for solidarity on struggles facing the union and its members. The information in the publication was useful to help build (1) a timeline of contracting out at Inco; (2) an understanding of which plants were most affected; (3) a list of what actions were taken by the union and workers; and (4) a gauge of success for these strategies. These sources also shed light on the local cultural and political atmosphere that existed at key periods in history.

Although this dissertation focuses on USW Local 6500 and Inco/Vale, I also reviewed documents related to Falconbridge and Mine-Mill Local 598. The inclusion of Falconbridge and Mine-Mill Union Local 598 were relevant to the building of context for this case study given the importance of both companies and both unions to the Sudbury mining industry and their historical connection. Additionally, this close connection between the two unions, which includes a history of conflict, continues to resonate with the community and the local labour movement.

The Archives of Ontario hold a significant collection of Ontario Ministry of Labour (MOL) documents. Contained in these fonds are Sudbury-specific files and files related to the Sudbury mining industry. These include documents which deal with historic exemptions under the *Ontario Employment Standards Act*, such as overtime allowances, as well as documents related to the *Ontario Labour Relations Act* and internal correspondence between the MOL and various

government officials. These documents were used to map the political landscape of various periods and also map the legislative framework governing mining employment in Ontario.

Collective Bargaining Agreement (CBA) Analysis

The second method of data collection employed is an analysis of collective bargaining agreements. While some research gathered as part of this dissertation included research on Mine-Mill Union Local 598, Falconbridge/Glencore, and the broader Sudbury mining industry, analysis of collective bargaining agreements was limited to USW Local 6500 and Inco/Vale. An analysis of the contracting out language included in the collective bargaining agreements (CBAs) between USW Local 6500 and Inco/Vale was conducted; these documents were used to trace the evolution of contract language on contracting out as I argue that contract language is one strategy used by the union as a means of limiting the practice of contracting out. The language in these agreements, paralleled with analysis of *Sudbury Star* and *The Searcher* articles, helped to highlight periods of power for the union. These periods of power occurred when conditions, political and financial, were in the favour of the union, and in their opinion, they were able to somewhat strengthen the language around contracting out.

Most of the collective agreements dated from 1968 to 2015 were collected through the online database called Negotech, which is maintained by the Government of Canada. In some cases, the collective agreements were not available through the database, or the collective agreements were incomplete. In these cases, copies were requested from USW Local 6500 directly. A review of collective agreements from 1944 to 1968 was conducted, but no mention of contracting out appeared in the established clauses or the appendices. The 1969 collective bargaining agreement was taken as a starting point as this was the first mention of contracting out. In total 13 agreements were analyzed as part of this research. Collective agreements between Mine

Mill Local 598/Inco and USW Local 6500/Inco prior to 1969 were reviewed, however, they were excluded from this study as it was determined they did not contain clauses which addressed the issue of contracting out.

There is precedent for treating collective agreement language as worthy of focused analysis. Harbridge and Moulder (1993), in their study of collective bargaining outcomes, conducted an analysis of 471 collective employment contracts (covering nearly 130,000 workers) settled in the first year of the New Zealand's *Employment Contracts Act* was put into place. Harbridge and Moulder conducted a content analysis focusing on structure: "the industry and region in which the employer party is located; the source of supply of the contract; the type of contract (single- or multi-employer, and so on); the number of employers and workers party to the contract; and the type of employee bargaining agent which negotiated the contract and, where a union was involved, the name of the union" (1993:67); and substance of the settlement: "include[ing] whether the contract contains wages and, where it does, what the minimum adult wage is, whether there are youth rates, whether any wage productivity clauses have been included, and the extent of wage movement over the preceding settlement ... the existence of clock hours, part-time worker, casual worker, shift and overtime provisions ... annual leave in excess of the statutory minimum, sick leave, domestic leave, bereavement and other leaves" 1993:67). In a Canadian based study, Kiss and Mosco (2005) analyzed 5,495 collective agreements from the Negotech database to determine how many unions negotiated surveillance protections into their collective agreements. Kiss and Mosco reviewed "existing Canadian collective agreements to determine the extent to which privacy has been recognized by trade unions; to examine which sectors, industries, or individual unions have incorporated surveillance protection into their

collective agreements; and to identify specific models of surveillance protection clauses in collective agreements (2005:549).

Analysis of contracting out language was used here to gain insights into the union’s attempts to manage contracting out or mitigate the effects of the practice, through the inclusion of contract language. I first reviewed Article 2.4 (Article 2.3 in 1969) which is the main contract clause entitled Contracting out to trace the development of the language up to the 2020 agreement. I then added any other clauses or letters of agreement that are referred to in Article 2.4 or make reference to contracting out (See Appendix A). This analysis allowed me to follow the development of contracting out and the continual efforts of USW Local 6500 to expand partnerships or develop strategies for communication with the company in relation to contracting out. The analysis of the changes/developments to the language as well as the coverage in the *Sudbury Star* articles provided insight into the union’s position of power during the negotiations and helped to inform my interview questions.

Interviews

A total of 35 semi-structured qualitative interviews were conducted with current and retired mine workers, including union officials (24), contract miners (3) and industry key informants (8) (See Table 1).

Table 1: Interview Participant Groups

CATEGORY	#
Contract Miners	3
Mine-Mill Union Local 598 Members and Union Officials, Current and Retired	7
USW Local 6500 Members and Union Officials, Current and Retired	17
Industry Key Informants	8

All current and retired union members can be classified also as currently or previously having a standard employment relationship with Inco/Vale or Falconbridge/Glencore. Current mine workers were targeted as interview participants to gain insight onto the current working conditions within the Sudbury mining industry. These workers also shed light onto the current nature or type of work they experience. Participants in this category were employed as contract workers and/or directly employed as core workers, so they offered a wide perspective of employment. Retired mine workers offered a historic perspective of employment within the Sudbury mining industry, the evolution of contracting out, their view on the evolution of the union's position against the company, and the changing role of the union in the community. Current and former union officials offered an inside view of the union's strategies against contracting out, and memories of contract negotiations and strikes and the responses they evoked from the company. These participants also provided their interpretations of what they understood to be periods of greater union power to negotiate change, to limit contracting out, and to encourage the company to act as supportive partners. Union officials were also able to offer examples of the strategies the union undertook to push back against the company when the company failed to uphold CBA language and provided insight as to whether these strategies were effective or not. Key informants were identified based on their knowledge of the local mining industry and mining employment. These informants were contacted through publicly available contact information or referrals from other key informants. These participants were not currently employed by a mining company or members of a mining union but are knowledgeable about the Sudbury mining industry and nature of employment within the industry. Key informants included people working within the Sudbury mining industry but who do not fall under one of the previous categories. These individuals offered insights into mostly

the mining supply and services sector, that is, the development, nature of employment, connection, and significance of this sector to Inco/Vale and the Sudbury mining industry as a whole. All interview participants were male, with the exception of one key informant who was female. Interviews ran from 60 to 120 minutes in length.

Interview participants were recruited through a convenience sample drawn from (a) local contacts in labour organizations (word-of-mouth or snowball recruitment); (b) responses to the recruitment posters; (c) the use of a snowball recruitment method from individuals who have already completed an interview. In addition, I was invited to make a presentation on the purpose of my research to the retirees' associations at both Mine-Mill Union Local 598 and USW Local 6500. Six of the interview participants classified as "retired" were recruited as a result of these presentations.

Semi-structured interviews were chosen over structured interviews to allow for flexibility and allowed parts of the interview to be led by the participant. Interviews were meant to be flexible as interview participants came from different backgrounds, industry perspectives, and work histories. Interviews were conducted in person following the logic of Brinkmann (2018) who argues face-to-face interviews allow for "interpersonal contact, context sensitivity, and conversational flexibility to the fullest extent" (2018: 578). While much of each interview focused on the participant's experiences in relation to contracting out, questions around general work experience, personal history and their relationship to the community were also included. These broad-based questions were aimed at gaining greater insight into the individual experience of being a mine worker, union representative or industry key informants within the local industry. Questions aimed to gain insight into the union's ability to limit contracting out, views or perceptions of management strategies and how these strategies differed between Inco and Vale, and worker's

perceptions of the company and the union. Participants were also asked about perceived changes they experienced under the ownership of Inco and Vale. Union officials were also asked specific questions on periods of negotiations and collective agreement language. Broad questions on the local industry and historic industrial change were included in the key informant interviews. Given that workers, workers' experiences, and individual circumstances are unique and vary substantially, semi-structured interviews allow flexibility for workers to tell their stories.

Interviews with key informants were conducted either at the participant's office or at a local coffee shop or restaurant. Interviews with current union officials were generally conducted at the participant's respective union hall. Retirees preferred to meet at local coffee shops or the Sudbury and District Labour Council office. The Labour Council offered the use of its office as a neutral, centrally located space. In some cases, retirees were interviewed at their homes as per their request. Contract miners were all interviewed at the Labour Council office. This space allowed further anonymity for workers because the space was not connected to their employer or their workplace, and participants could access the space relatively free of recognition as the office is located within a larger office building.

Interviews were audio recorded and transcribed verbatim to maintain the authenticity of the participants' perspectives. Building on my interdisciplinary approach to this research, my intent was to use the interviews in conjunction with collective agreement language and archival material to build a more full or holistic picture of the rise of precarious employment and the loss of union power in the Sudbury mining industry. I attempted to recognize key periods of power held by the union, when they were best able to protect the interests of their members, influence conditions of work and improve working conditions. Worker narratives provided a richer, more nuanced perspective of their experiences than what was available in published materials on

Sudbury's union history, the history of Sudbury in mining or other archival documents reviewed. Guided by my research questions, interviews were coded for the following broad themes: 1) management strategies, 2) union strategies, 3) mining supply and services industry, 4) the 2009-2010 strike, 5) rationale for contracting out, and 6) workplace / union culture.

I turn now to articulate a case study of the rise of precarious employment and contracting out at Vale (formally Inco Ltd.) from the standpoint of United Steelworkers Local 6500. The time frame for this study is 1969 to 2020, highlighting the shift from a large, unionized workforce of approximately 20,000 hourly paid production workers in the 1970s to less than 3,000 unionized workers by 2020. While Inco continually decreased its directly employed workforce through massive layoffs, attrition, and hiring freezes, it also divested various aspects of its operations, choosing to contract out services that at one time were exclusively provided by Inco workers. While automation and technological advancements account for a portion of this declining workforce, it cannot explain the significant use of contract workers. The following section articulates the case study of USW Local 6500 in order to make it available for analysis in subsequent chapters.

Case Study of USW Local 6500

Sudbury, Ontario, Canada has a long history built on its hardrock mining industry dating back over 100 years (Steedman, Suschnigg, and Buse 1995; Condratto and Gibbs 2018; Saarinen 2013; Swift 1977). In 1902, the International Nickel Company (INCO, or Inco), began operations in the Sudbury area “smelt[ing] 60% of the world’s nickel” (Buse and Steedman 2014:2). In 1920, a second major mining company, Falconbridge, began mining in Sudbury and together they dominated the nickel industry for several decades (Bray and Gilbert 1995). By 1937, Inco held

the monopoly of the nickel mining supplying 90% of the world's nickel (Brasch 1997:11) and held dominance within the nickel industry until the 1960s (Bray and Gilbert 1995). Inco's dominance came from having a monopoly within the industry:

Inco's security came from having always been the world's largest producer of a crucial material. Nickel is sold by the pound (in contrast to iron, sold by the ton), and it may only take a little nickel to produce a nickel-strengthened steel. For years Inco could provide all that was needed, and it accounted for 90% of the world's nickel. As the largest producer in the world, it has usually posted the price, in effect setting a world price which other producers undercut at their peril (Ross 2010).

Sudbury became known as the Nickel Capital of the World (Lowe 2014). Mining quickly became the main industry within the area, providing career-long, male, employment for generations.

Throughout the history of the Sudbury mining industry, labour unrest and employment insecurity were commonplace due to the fluctuating nickel markets, changing political climates, and union pushback as a result of anti-labour management strategies. In 1944, the mining industry in Sudbury became unionized when the Mine, Mill and Smelter Workers Union successfully organized the hourly workforces at the two main mining companies, Inco and Falconbridge, forming Mine, Mill and Smelter Workers Local 598 (Gilchrist 1999; Steedman et al. 1995).

The success of the unionization efforts was, in part, made possible by a union-friendly political climate and labour-friendly legislation created in the 1940s and an exhausted workforce ready for change. As one worker recalled "Inco was a literal hellhole....We were working under the damndest conditions I ever saw. A nickel mine is extremely hot. The rock gives off heat once it is broken. If you leave it broken for two weeks, you find it solid again and have to blast it. The temperatures are terrific. The rock is enormously heavy" (as cited in Sudol 2016). In 1943, workers "laboured for 56 hours a week with no overtime pay. They earned 51 cents an hour for surface work, 61 cents for underground labour while miners made 71 cents and first-class trades earned

78 cents an hour. There were no fringe benefits except a one week paid vacation” (Sudol 2016). Mine Mill became certified as the bargaining agent for hourly Inco and Falconbridge workers on February 4, 1944. On “February 17, 1944, federal government ... passed PC 1003 which mandated ‘compulsory recognition of trade unions with majority support’” (Sudol 2016). This legislation made it possible for unions to organize members and bargain collectively (Swartz and Warskett 2012). The establishment of the Rand Formula in 1946 and the introduction of the *Industrial Relations and Dispute Investigation Act* in 1948 with subsequent provincial legislation provided the union with security and the means to protect the rights of their membership (Swartz and Warskett 2012). Unionization led to improvements in wages, working conditions, and other workplace benefits including job stability and security, which all workers within the industry still benefit from today.

The union not only became pivotal in the workplace, but also in the community. Local 598 followed “the tradition of the Western Federation of Miners, prevailing opinion in the union’s leadership stressed the need to spread activities beyond the exclusive focus on wages and working conditions with the industry and to concentrate on broader community concerns” (Solski and Smaller 1984:111). The union donated to community improvements such as the building of the local arena, the purchase of an iron lung for the local hospital, and various charitable organizations active in the Sudbury area (Solski and Smaller 1984). Local 598 also established union halls in all the local communities that were developed around the mine sites in the communities of Garson Coniston, Chelmsford, Levack, and Lively, as well as a campground site on Richard Lake “that would serve as a focus for community activities” (Solski and Smaller 1984: 112). Neils Thibault, president of Local 598 in 1956 emphasized the union’s commitment to the community, in a speech to the Chamber of Commerce stating: “A Union’s responsibility must include recognition of

assistance it can render through participation in community projects relating to health, welfare, educational and recreational needs ... Great responsibilities are afforded to a union to provide facilities for its own group as well as assisting the other” (Buse 1995: 274). Union halls were community hubs for workers and their families but also served to balance the paternalistic hold mining companies had on employees, build a stronger labour movement, and garnish community support. Solidarity among workers, unions, and families was fostered within the workplace and within the community as workers came together under the union (Steedman et al. 1995). In the post WWII, Cold War years Mine Mill’s socially driven goals played against the union. As stated by Steedman (2000) “The left-led union was large enough to pose a threat to the stability of capitalism, and Mine Mill became a central target of Cold War politics (P. 58). The union’s

[social] activism and progressive stands on many issues (discrimination based on “race, creed, colour, sex or national origin” was strictly proscribed by the Western Fed constitution by the late 1800s – many decades before the creation of the first Human Rights Commission), the Mine Mill was accused of being a communist-led organization. In 1949, the union was expelled from the Canadian Congress of Labour, and the predecessor organization to the Canadian Labour Congress awarded the Mine Mill’s jurisdiction to the United Steelworkers of America. For the next decade and more, the Steelworkers would prove an able stalking horse to the Mine Mill, constantly raiding its Canadian locals. As the Cold War wore on, the Steelworkers’ efforts to crush Mine Mill gained momentum, until only one major prize remained: Local 598 in Sudbury (Lowe 2008).

Mine Mill Local 598 made a strategic choice to build halls and run community programs and to offer women a crucial role in the union. As articulated by Solski and Smaller (1984), the company was involved in every aspect of worker’s lives from social activities, recreation, to education. The development of union halls and union social programs was a means of building union solidarity and providing an alternative to company supported activities for workers.

In 1962, United Steelworkers (USW) successfully led a union-raiding campaign against Mine-Mill Union Local 598 in an attempt to hold the monopoly of unionized mine workers (Brasch 1999; 2005; Heron 2012; Lowe 2014). USW successfully persuaded the hourly workforce at Inco to join it and formed USW Local 6500. Mine-Mill Union Local 598 retained its membership from Falconbridge (Brasch 1999; 2005). With the strength of their membership behind them, USW Local 6500 was able to influence local and provincial politics, which led to legislative improvements to health and safety and working conditions, thus improving the rights of all workers in the mining industry (Gilchrist 1999; Seguin 2008).

In the following years, USW Local 6500 was able to achieve great gains from labour as a whole through the hard-fought wins of Sudbury miners. A four-month long strike in 1969

led to the Local winning the largest industrial package, including wages and benefits, ever negotiated in Canada or the United States. Gains included a full prescription drug plan, fully paid insurance plan, nine stats, and for the first time, a Cost of Living Allowance (COLA), improved pensions, a Wage Inequality Committee, improved safety and health language and a large reduction in contracting out. (United Steelworkers Local 6500: 2019)

In the late 1970s Local 6500 engaged in “234 days; from September 15, 1978 to May 6, 1979” (United Steelworkers Local 6500: 2019). Local 6500 established

A phenomenon known as “Inco-pattern bargaining” emerged, whereby the contract negotiated by the Steelworkers at Inco served as a template for contracts at Falconbridge, Algoma Steel in Sault Ste. Marie, and the mighty Hilton Works at Stelco in Hamilton. Frequent breakthroughs resulted, and not only in terms of wages. Far more stringent safety and health rules on the job, joint company-union safety and health committees, cost-of-living escalator clauses, and decent, indexed pensions were also achieved during this period (Lowe 2008).

Through this strike the union also gained the coveted “30 and out” provision which set the standard for the industry. This clause meant that a worker, at “30 years seniority, qualified ... for a full, indexed, and lucrative pension, regardless of age” (Lowe 2008).

Ownership of the two largest mine-owning companies in the Sudbury area has changed since 1969, although many workers still refer to the companies as Inco and Falconbridge. In 2005, Falconbridge Limited merged with Canadian mining company Noranda Inc., retaining the Falconbridge name. The company was purchased in 2006 by Xstrata, a multinational Swiss-based mining company. In 2013, Swiss commodity producer Glencore acquired Xstrata operations, including those in Sudbury (Glencore Canada 2022). Glencore now operates two mines, a mill, and a smelter in the Sudbury area. Inco became part of the global mining company Companhia Vale do Rio Doce (Vale) in 2006 after a \$19.4 billion dollar takeover bid from Vale (Mills and Sweeney 2013; Vale 2024). In Sudbury, Vale came to operate “six mines, a mill, a smelter, and a refinery in Sudbury, making it one of the largest integrated mining operations on the globe” (Condratto and Gibbs 2018:220). This change in ownership globalized one of the largest Canadian producers of nickel and, almost overnight, the production value of Sudbury mines decreased from approximately half of Inco’s corporate revenues to only 4% of overall global revenues at Vale (Aguzzoli and Geary 2014). This change also had a serious impact on the United Steelworkers Local 6500 (the union representing the hourly workforce), negatively affecting their ability to control the contracting out of jobs.

Shifting power dynamics between the USW Local 6500 and Inco in relation to contracting out began in 1969, as indicated by the union’s inclusion of contracting out language into the collective agreement. Prior to this period, most of the jobs performed at Inco were held by unionized company employees. As Inco adopted advancements in mining technology, several job classes became obsolete through the process of automation, resulting in the displacement of a number of workers. At the same time, Inco also began to divest certain aspects of its operations such as cleaning, large-scale maintenance, and transportation. While Inco had always contracted

certain specialty jobs, such as shaft sinking, the company began to contract-out jobs once held by union employees, specifically in areas of the operations that it chose to divest.

The growth of contracting out created space for the development of the mining supply and services sector. The mining supply and services sector is a subsector within the mining industry composed of companies providing materials and services, including temporary labour, to mine-owning companies such as Vale. This sector has grown to become a significant part of mining in Ontario. Mining supply and services is a \$10 billion dollar sector reportedly employing over 30,000 workers directly and more than 40,000 workers indirectly in 2023 (Government of Canada 2023; Ontario Mining Association 2023 b).

While the company justified the downsizing of the workforce as a way to rationalize costs, streamline its operations, and increase profit margins, this strategy had the subsequent effect of reducing the power of the union. Power, here, is measured by the union's ability to resist contracting out at 1) a plant level, 2) during labour strikes, 3) to influence collective agreement language, and 4) its ability to garnish support from the community. From 1969 to 2020, USW Local 6500 negotiated 14 collective agreements and participated in seven strikes totaling 990 days (see Table 2). The last, and longest, strike in Local 6500 lasted 360 days from July 13, 2009 to July 8, 2010. This strike was a significant shifting point for the union as they saw the extent of Vale's anti-union strategies. As reflected in King (2017)

While strikes at the mines in Sudbury are fairly frequent, the uniqueness and bitterness of this particular conflict was apparent from the start. The company's willingness to run operations with replacement workers, its messaging in local and national media, and its provocative use of fines and injunctions signalled that Vale was prepared to fight a considerable battle to set a new tone for labour relations in its mines and processing facilities. (P.10-11)

The strike created a clear division between the company and the union, dissolving any collaborative partnerships or ties that had been common under the ownership of Inco.

Table 2: Strikes at Inco/Vale

YEAR	DATES	# OF DAYS	TYPE OF ACTION
1958	September 24–December 23	91	strike
1966	July 14–August 8	24	wildcat strike
1969	July 10–November 15	212	strike
1975	July 10–July 20	10	strike
1978–1979	September 16–June 3	261	strike
1982–1983	June 1–April 3	307	32-day strike followed by 275-day production shutdown
1997	June 2–June 27	26	strike
2003	June 1–August 28	89	strike
2009–2010	July 13, 2009–July 8, 2010	360	strike

While management strategies under the ownership of Inco and Vale may vary, they share the common goal of limiting the power of the union. As described by King (2017) as “Vale’s bombastic arrival in Sudbury” (P. 11). Workers recount memories “such as Vale managers supposedly marveling at the trucks that workers were able to afford, illustrat[ing] the company’s intention to roll back the living standards of its new workforce” (King 2017:11). Corporate strategies focusing on cost-cutting and labour flexibility began under the ownership of Inco, however, these strategies became exacerbated as Vale’s staunch anti-union philosophy, which included ramping up contracting out, took hold. Coupled with legislative and policy changes that

have increasingly shifted bargaining power away from workers and unions, these events have created space for the development of the mining supply and services sector, composed of companies providing wide-ranging services and labour no longer housed within mine-owning companies.

Conclusion

The multi-method approach utilized here is in pursuit of an integrative, interdisciplinary analysis of precarious employment within the Sudbury mining industry and the loss of union power, summarized in the case study preceding this section. Existing literature supports the use of a multi-method approach (Creswell 2014; Kirby, Greaves, and Reid 2006; Vosko 2000) to examine the complex issue of precarious employment within the Sudbury mining industry. An interdisciplinary approach involves “using a range of methodological tools and creating a framework where various analytical lenses overlap” (Vosko 2000:8) to consider the numerous agents of change. The methods used in this dissertation included archival research; collective agreement language analysis; and semi-structured interviews to ensure a multifaceted understanding of the current and historical context for this dissertation. These methods aim to trace (1) neoliberal management strategies; 2) the change in ownership from Inco to Vale; and 3) labour’s resistance to engage in a socially aware view of union power alongside of legislative and policy changes that have shifted bargaining power in favour of Inco/Vale away from workers and unions. The use of a case study approach to this research provided the context through which to study the rise of precarious employment in an industry traditionally associated with the standard employment relationship. Applying the concept of precarity to an industrial sector such as mining will add a nuanced perspective to existing literature on the topic.

In the next three chapters I present the findings of this research in order to address the three research questions listed above. In the next chapter I address the question of what conditions contributed to the decline of direct employment and the shift to a more precarious workforce within the Sudbury mining industry between the period 1969 to 2020.

Chapter 4 – Human Resource Practices and The Rise of the Mining Supply and Services Sector in the Sudbury Mining Industry

Introduction

In this chapter, I argue that declining levels of direct employment and increasing use of contracting out are a management strategy used by Inco/Vale to increase flexibility and limit the power of the union. While some of the loss of direct employment at Inco can be attributed to the advancement in automation and other technological improvements, this alone does not explain the rise of a new, precarious workforce, nor is it unique to the Sudbury mining industry. Divestment from aspects of the mining production process, such as jobs or departments which Inco deemed non-essential, is part of a broader neoliberal effort to control workforces, reduce employer responsibilities for the workforce, and encourage flexibility in staffing. Both Inco and Falconbridge adopted similar strategies of divestment, opening space for a sub-industry within the broader mining sector called the mining supply and services sector. This sub-sector within the Sudbury mining industry was created as a response to a gap in products and services as a result of divestment by mining companies. Many of the jobs within the mining supply and services sector deviate from the historic standard employment relationship workers experienced when the majority of the mining workforce was directly employed at Inco or Falconbridge. Unlike precarious jobs in the retail and services sectors, jobs in mining supply and services hold characteristics of precarity while retaining high wages and continue to be dominated by male workers, making this study a contribution to the literature. Included within the mining supply and services sector is the temporary employment agency sector. Temporary agency workers account for some of the most precarious workers within the Sudbury mining industry.

This chapter begins with a discussion of contracting out as a management strategy at Inco, and later Vale. The company continues to outsource jobs or aspects of the operations which management deems non-essential, or not a core competency needed for its operations. The ultimate effect of this management strategy is that carving off jobs has led to the development of the mining supply and services sector, a sector within the Sudbury mining industry that is internationally competitive. I then move to a discussion of the mining supply and services sector including the rise of the sector, its growth to a ten-billion-dollar industry, and connect this sector to the larger Sudbury mining industry. The final section of this chapter explores the temporary employment industry as part of the mining supply and services sector. Utilizing interview excerpts, this section sheds light on the prevalence and level of precarity this industry accounts for.

Outsourcing as a Management Strategy

Corporations across the globe, including those in the Sudbury mining industry, utilize the practice of outsourcing, or *contracting out*, as a key business strategy for cost-cutting and increased efficiency (Aubert, Rivard, and Patry 1996; Kumar and Kumar 2004; Obeng, Mensah, and Anim 2015). Steenkamp and van der Lingen (2014) argue that operational cost-cutting, including capital cost-cutting, and flexibility are two of the most significant factors contributing to the decision to outsource. Similarly, Baarartogtokh, Dunbar and van Zyl (2018) found some of the most common reasons for outsourcing by Canadian mining companies include “access to specialized competencies, including skilled labor ... flexibility, which includes adapting to seasonality, changes in geology and commodity prices and short-term needs and life of mine (such as a mine with a life of 5 years or 7 years) ... [and] lowering fixed costs” (P.188). Corporations such as Inco,

now Vale, can respond to times of economic change by using contract labour so that all the associated labour costs do not solely lie with the company (Sharpe 1997).

Contracting out allows the corporation to focus on core competencies or core business while outsourcing what the corporation deems as non-core competencies sometimes taking this to an extreme (Hamel and Prahalad 1996). Obeng et al. (2015) define outsourcing as “a management strategy by which major non-core functions are transferred to specialist, efficient, external providers” (2015:90 citing Lysons and Farrington 2006). Baatartogtokh et al. (2018) go further to contemplate connect the concept of “extreme outsourcing” (citing Mella and Pellicelli 2012) to the Canadian mining industry stating it “is interesting to contemplate is the possibility that the mining industry could undergo ... ‘extreme outsourcing’ where all the productive and economic processes have been outsourced through the formation of a stable but flexible network” that has global dimensions. While they acknowledge that extreme outsourcing does not currently exist in mining, they suggest it may be possible. Mella and Pellicelli (2012) argue that, until recently, core competencies or functions deemed as central to a business were exempt from outsourcing; businesses tended to outsource non-core tasks. However, for some organizations, there is a movement “to outsource most of the functions and processes ... which we can define as ‘extreme outsourcing,’ and lead to the formation of a virtual organization, a company characterized by the pure business coordination of its businesses, where all the productive and economic processes have been outsourced through the formation of a stable but flexible network” (Mella and Pellicelli 2012:116). This model allows for extreme flexibility, profit maximization and little to no labour costs.

While Mella and Pellicelli (2012) suggest extreme outsourcing is a possibility, the findings of Baatartogtokh et al.’s (2018) research on the state of outsourcing in the Canadian mining

industry supports that, within this industry, extreme or complete labour outsourcing is not widespread. Sudbury's core mining companies (Vale and Glencore) for example have not yet adopted an extreme outsourcing model as each maintains ownership of its core operations and has gone to great lengths to segregate noncore functions which are now outsourced such as such as cleaning, waste management, research and development, and transportation. Contract companies, those that provide contract labour and other services yet do not own a mine site, and temporary employment agencies, disused later in this chapter, could arguably to be examples of extreme outsourcing. Both contract companies and temporary employment agencies can run their operations with limited overhead costs, only employing a very limited number of full-time workers to manage the acquisition of contracts and the human resources-related functions of large numbers of limited-term contract employees. Companies such as Vale utilize contract companies and temporary employment agency workers to replace the once directly employed workforce needed to complete jobs that have been contracted out.

Inco Management Strategies in Relation to Contracting Out

As is the case with other global mining operations, contracting out for specialized and highly technical jobs occurred early in Sudbury's mining history. Jobs involved in the creation of a mine site such as shaft sinking and portal driving were historically, and continue to be, left to specialty companies with expertise and specialized equipment (Crush et al. 2010). According to interviewees, these speciality jobs have always been contracted out. Gib Gilcrest (1999), a retired USW representative, explains that the union has always "concede[d] that some jobs, like major construction projects, could be handled by outside contractors" (1999:38).

Economic conditions at the beginning of the 1970s favoured Inco. The Sudbury economy was booming despite the rest of the province being in a recession (Buse 1993). The demand for nickel continued to be high despite increased international competition within the industry (Keck and Powell 2006; Leadbeater 2008). At the beginning of the 1970s, Inco was ramping up production and increasing employment numbers. Mining directly accounted for 23% of the city's employment and 50% of employment when jobs related to mining were taken into account (Buse 1993). Employment at Inco reached an all-time high of over 20,000 workers (Buse 1993; Saarinen 2013). Similar to other industrial corporations, throughout the 1970s, Inco engaged in a systematic process of reorganizing workplace structure, changing the labour process, and increasing managerial control. Companies like Inco utilized “technological change, increased contracting out, and extended supply lines – often involving suppliers in other countries” (Lewchuk et al. 2013:13) as a catalyst to create a new precarious workforce. Unlike Ontario manufacturing companies, which could offshore the work, the Sudbury mining industry, including Inco, had to control the workforce through technological change and contracting out rather than moving their operations offshore, as the nature of mining makes it geographically specific to place (Patterson 2021).

While *some* of the loss of direct employment can be attributed to advances in technology, which have made underground hardrock mining somewhat less labour intensive, significant numbers of employees lost their jobs through rounds of massive layoffs throughout the 1970s, 1980s, and 1990s (Gilchrist 1999). These layoffs resulted in dramatic decreases in employment numbers. Employment within the Sudbury mining industry peaked in 1971, with over 25,000 workers directly employed in either Inco or Falconbridge operations (Robinson, 2015). In July of 1971, Inco employed over 18,000 Inco workers. However, massive layoffs soon decreased those numbers. Almost 2,000 were displaced in 1972 and, in 1977–1978, almost 10,000 workers were

terminated either through layoffs or attrition. The layoffs continued into the 1980s when, in 1983, “Inco announced a layoff of 850 hourly rated employees from the Sudbury hourly workforce of about 10,800” (Gilchrist 1999:76). There was an additional labour force adjustment of over 500 workers in 1985. In 1971, two-thirds of the Sudbury labour force worked in mining-related jobs, but by 2006 more than two-thirds worked in service industries. This trend mirrors that of the broader economy of Ontario as forms of employment continue to shift away from industrial jobs to more contingent, precarious employment. As Sudbury pushed to diversify the economic landscape, the union base of the city shifted from industrial firms toward the public sector. As Sudbury retains a high number of public service, education and healthcare jobs, where unionization rates are relatively high, unionization rates within the city increased until the late 1990s (Closs 2008). The singular-dependence mining town had been replaced by a city focused on a dual dependency on mining and state-funded institutions (Closs 2008; Leadbeater 2008).

The 1970s were a significant turning point for the community and regional economy as a whole of which the mining supply and services sector was a part of. During the 1970s the City of Sudbury also took on the process of economic expansion and diversification outside of the mining industry, expanding government services, education, and health care. The city which was known as a single industry mining town began transforming itself into a city duly dependent on mining and government funded institutions (Buse and Steedman 2014; Leadbeater 2008). Inco continued to transform as well by ramping up its outsourcing with technology innovation and development which was allocated to the mining supply industry and relied heavily on cooperation with the broader mining industry (Clement 1981). Instead, or developing the technology in house, Inco either purchased this technology from outside companies or partnered with external stakeholders to customize the machinery (Clement 1981). This strategy of outsourced technology, in the 1970s,

and now, provides opportunity and growth for the local mining supply and services sector. After Inco divested itself of research and development work that was once done directly by the company, it was picked up by the mining supply and services sector, and employment within this branch of the mining sector increased as well. In 1974, a study on innovation in Canadian mining found that “the mining supply industry in Canada ... is dominated by the presence of foreign owned suppliers.... Mining firms do not manufacture their own process equipment but rely on suppliers.... This means, of course, fewer production jobs in Canada” (Clement 1981:350). While the core production aspects of mining cannot be outsourced offshore, as is done in auto manufacturing, several aspects of mining operations can be outsourced. While these jobs were well-paid, union jobs in Sudbury, the same cannot be said once these jobs are outsourced.

As stated by Clement (1981), “managerial strategies for control over the work process are not monolithic to Inco” (1981:251). Inco, like many other mining and industrial operations, underwent a technological shift to make mining work less labour-intensive starting in the 1970s. The implementation of “mechanization of underground operations and automation of surface plants, reducing the amount of direct labour required and the autonomy of the remaining mine workers, thus increasing the direct control of capital over the labour process” (Clement 1988:133). Technological advances were extremely cost-effective for Inco. Inco was able to decrease their labour costs from 70% of operational expenses to 40% of operational expenses in highly mechanized mines while dramatically increasing production (Clement 1988). While this process is viewed positively by the company, as argued by Clement (1988) automation and mechanization has led to a less-skilled workforce and “attributable to workers having less control over the functioning of machinery but it is also the result of simultaneous changes in the organization of work and the way workers are trained” (1988:146). While technological change cannot be said to

be solely responsible for increasing levels of contracting out, Inco chose to divest from much of this innovation and, rather than invest in the specialized labour and equipment, choose to outsource. This argument is supported by the work of Steenkamp and van der Lingen (2014) and Baarartogtokh et al. (2018) who make the arguments that hesitation to invest in capital equipment and labour flexibility are two motivating factors for contracting out.

Chaykowski (1992; 1999; 2002) further argues that mining companies have reduced labour costs by the development of automation and other technologies and pushed unions to take concessions in the bargaining collective agreements. Chaykowski suggests labour management relations within the industry to be one of management dominance, where the company makes changes and decisions and acts without the input or consultation of the union. The union's weakened state makes it challenging for them to put pressure on the company to prevent this dominance.

Until the 1980s, Sudbury nickel mines held a significant portion of the global supply of nickel. A significant shift for Inco came after "Inco and Falconbridge Nickel Mines slowly began to lose their positions as the world price leaders for nickel; as well, there was a breakdown of the former producer pricing system and movement toward a free-market pricing system" (Saarinen 2013:174). Nickel became a traded commodity on the London Metal Exchange in 1979, significantly altering the role Inco, and Sudbury mining, played in the overall price and supply of nickel. Prior to this point, "only four countries in the world produce[d] nickel, by the beginning of the 1980s, there were 26 producers, many of them in third world countries with low wages and minimal environmental regulation" (Saarinen 2013:174). Prior to WWII, nickel extracted from Sudbury mines accounted for approximately 90% of the world's supply. However, by 1982, Sudbury's share of the global market had dropped significantly, only accounting for approximately

10% (Saarinen 2013). This was a period of economic decline or ‘gloom and doom’ as Saarinen (2013) recalled media articles which suggested “Sudbury nickel mines had hit rock bottom” (P. 176). Inco was now in a position where they needed to give themselves a competitive advantage in the market as well as produce nickel more efficiently and through more cost-effective means.

The 1980s began with hard economic times for Sudbury. Demand for nickel was in decline due to an economic recession. Inco had not experienced such a decline “since the late 1940s” (Saarinen 2013:176). In addition to the national recession, unemployment within the city was at a high due to “the announcement of major layoffs in 1977, the strike against Inco in 1978–79, another round of massive layoffs in 1982, and ensuing strike and company shutdowns. Sudbury thus acquired a reputation of being the ‘unemployment capital of Canada’” (Saarinen 2013:176). Given that Sudbury’s economy was still very much a single industry focused on mining, these events greatly impacted the economic stability of the community. However, by the late 1980s, the demand for nickel began to rise.

The 1990s brought greater global competition for Inco as countries such as Australia, Russia, and Cuba continued to expand their efforts in nickel mining. Inco responded to this threat through the continued expansion of automation and technological advancements to their extraction and smelting processes however, by the early 2000s Inco had lost its place as the largest nickel producer in the world, moving down to the third largest producer of nickel on the global scale (Saarinen 2013). Little of this innovation was directly developed by Inco rather outsourced to companies within the mining supply and services sector expanding contracting out practices that had been growing over the past two decades.

Management Strategies of Vale

The period 2005–2008 was significant for Canadian mining as the industry went through a major restructuring that resulted in mergers and acquisitions by foreign-owned companies (Peters 2010). In 2006, Inco became part of the global mining company *Companhia Vale do Rio Doce* (Vale) (Mills and Sweeney 2013). The change in ownership from Inco to Vale began a transformation in employment relations unfamiliar to USW Local 6500. Although the labour management relations between Local 6500 and Inco had long been adversarial (Chaykowski, 2002), Vale brought stark changes and clear anti-union tactics to erode union power and union membership. Following their acquisition of Inco, Vale proceeded to implement centralized human resources systems and introduced an adversarial managerial approach that led to further erosion in its unionized workforce (Mills and Sweeney 2014:19). The changing relationship between Vale and USW Local 6500 can be demonstrated through an examination of transformation of union–management relations from Inco to Vale.

The change in ownership globalized one of the largest Canadian producers of nickel and transformed its employment relationship. Vale’s six nickel mines, a mill, a smelter, and a refinery made Sudbury one of the largest integrated mining operations on the globe (Vale 2015). Almost overnight, Sudbury mine workers went from being employees where their production output made up about 47% of the corporation’s revenues, post-production, to only 4% of Vale’s overall global revenues. Vale proceeded to implement centralized human resources systems and introduced a more aggressive managerial approach, and this led to further erosion in its unionized workforce (Mills and Sweeney, 2013:19). The change had a serious impact on USW Local 6500’s ability to control the contracting out of jobs, thus weakening union power and making it more difficult for unionized workers to fight the ongoing expansion of contracting out. As Aguzzoli and Geary

(2014) state, Sudbury's Inco operations "went from being 'a big fish in a small pond to being a small fish in a very big pond'" (2014:597). The union had to re-evaluate its strategy for negotiations when dealing with Vale due to the new management style and the fact that Vale is a multi-commodity producer and does not solely rely on the profits of its mining operations. Vale's "hierarchical-centralist business culture" (Geary and Aguzzoli 2016:976) was demonstrated through the strategies Vale applied through the 2009–2010 strike. Peters (2010) refers to some of Vale's anti-union strategies in relation to the 2009–2010 strike. The change in ownership from Inco to Vale in 2006 led to a fundamental shift in the company's management practices and an increased push to reduce labour costs through contracting out. Vale has attempted to manage the Sudbury operations as it manages its Brazilian operations (Aguzzoli and Geary 2014) with staunch anti-union policies, a push to divest from non-essential business processes, and contracting out jobs to reduce long-term labour costs. These strategies, such as the union-breaking attempts that occurred during the 2009–2010 strike, were unfamiliar to USW Local 6500 (Peters, 2010). The actions taken by Vale demonstrated the significantly differing management strategies adopted by Vale over Inco. During the strike, Vale employed the work of contractors to

run and upgrade its operations both during a shutdown prior to the strike and over the subsequent 12 months. Following the precedent set by the former Canadian mining giant Falconbridge a decade earlier, Vale used its 12,000-contract staff to do maintenance upgrading, mining, and metal processing. It then had many of its contractors hire more workers in order to ramp up production in early 2010. After upgrading and maintenance work was completed in the plant, estimates from workers inside the operation and out estimated that the mines and facilities were functioning at near 30 percent of capacity over the course of the year long strike. (Peters 2010:74)

The strategy of continuing production during the strike had never been employed by the company in past strikes. Although there were some contractors brought in by Inco during previous strikes, the number of contractors brought in during this strike was vastly greater. In addition, Inco never

attempted to continue production activities during a strike period. Ontario's labour legislation allows the use of replacement or scab workers during a labour strike. While this strategy will negatively impact the effectiveness of a strike, it was legal for Vale to do so (United Steelworkers 2024). Previous attempts by the Ontario New Democratic Party (NDP) to introduce anti-scab legislation in 2010 and 2018 have been unsuccessful (CUPE 2020; NDP 2022; UFCW 2011). Ontario did adopt replacement worker legislation for a short period in 1993–1995 but this was quickly repealed when the NDP lost power. Similar attempts by the NDP at a federal level have also been unsuccessful.

Vale also did not actively seek to resolve the strike in 2009-10 through negotiations “claiming that all its Canadian operations required significant restructuring to make them profitable and internationally competitive over the long term” (Peters 2010:74). Vale claimed this argument despite Inco's long history of global competitiveness and profitability. Vale came into ownership of the mining company with an aggressive plan to “cut staff ... by as much as 50 per cent and overhaul workplace practices significantly over the next five years ... seeking to cut its Sudbury work force of about 3,100 by 1,300 jobs or more, generate much better labour productivity and actively engage employees to achieve major change” (Van Alphen 2010). USW Local 6500's observations of Vale lead the union to believe that Vale's long-term plan is to significantly reduce the unionized workforce “because at Vale around the globe, it's usually 50:50, so the representation of the workforce is usually [50% worker to 50% contractors]” (Paul, Union representative, USW). Vale management was not included as part of my interview participants, so I was not able to confirm Paul's assumption. The expansion of the mining supply and services sector, discussed in the next section, does however, suggest a continued and potentially growing reliance on precarious labour as a long-term management strategy.

Rise of the Mining Supply and Services Sector

As already described above, as mining companies within Northern Ontario, such as Inco, began to divest from non-core operations, a sub-industry, referred to as the mining supply and services sector, emerged within the broader mining sector. By the late 1960s, “Inco was trying to divest itself of any added costs ... We never considered the value of the companies that were being sprung off the Inco activity because the union had contracts, contracting was a big problem, losing employment and so on ... no one ever considered that mining supply as a sector that had some cohesiveness, some marketing branding, some approach to it” (Carl, Key Informant, mining supply and services sector). This reflection by an industry key informant underlines the significance and key role the mining supply and services sector plays within the broader Sudbury mining industry today, discussed later in this chapter. Carl’s reflections also suggest that while rank and file workers may have felt threatened by contracting out, the union was not always able to see the full implications of this management strategy and the creation of the mining supply and services sector. An examination of the rise of precarious employment paralleled the creation and expansion of the sector. Inco/Vale does not directly employ contract workers, but rather hires companies from the sector as the third-party intermediary to facilitate employment of these precarious workers, creating triangular employment relationships. The triangular relationship between the core mining company, the contract company, and the worker also becomes diluted. Perhaps the most distant of these relationships is with workers employed through temporary agencies who are among the most precarious of the workers represented in Figure A. This specific group of workers is discussed later in this chapter.

Robinson (2005) states: “Mining supplies and services are provided by firms in many different industries ... Firms are connected through their customers and their need for specialized

knowledge of the mining industry, but the diversity of products and services has made it difficult for analysts to see them as a coherent entity (P. 3). The mining supply and services sector provides a wide-ranging list of products and services for mining companies. In 2014, almost 1,000 companies were identified as part of the sector and 306 of these were physically located in Northern Ontario (Pricewaterhouse Coopers 2014:10). A report entitled *Pan-Ontario Mining Supply and Services Sector Economic Impact Study*, prepared for the Canadian Association of Mining Equipment and Services for Export (CAMESE) suggests the mining supply and services sector can be classified into three categories or, as one industry key informant describes them, key “pillars” (Carl, Key Informant, mining supply and services sector) of the industry:

- (1) Mining equipment, supplies and services companies – This category “includes mining equipment manufacturers and dealers, chemical manufacturers and providers, electronic/communications equipment manufacturers and providers, companies providing trade/logistics solutions, and other goods and services providers” (Pricewaterhouse Coopers 2014:10). According to this study, this category holds the largest portion of the industry, with approximately 56% of the companies falling within this category;
- (2) Consulting services and other related companies – This category “includes consulting companies, financial service providers, environmental consulting companies, information technology companies, law, accounting and other professional services firms, and other companies that provide services to the mining sector that extend beyond the mine site” (Pricewaterhouse Coopers 2014:10). This category makes up approximately 13% of the sector; and

(3) Mining contract services companies – This “includes engineering companies, construction and drilling companies, companies providing geophysical and testing solutions, metal fabricators, and other companies that would typically provide services to the mining sector for the development and operation of a mine site” (Pricewaterhouse Coopers 2014:10) and accounts for approximately 31% of the companies within the [Ontario] sector.

The impact and reach of this sector are significant. In terms of employment, the mining supply and services sector directly employs almost 41,000 workers and indirectly employs an additional almost 30,000 workers within the Ontario mining sector (Pricewaterhouse Coopers 2014:10; also see Ontario Mining Association 2023 b).

While the mining supply and services sector contributes many products and services, in this dissertation, I focus on the blue-collar workforce that is employed by the contract companies within this sector. The Ontario mineral sector, which includes the mining supply and services sector, directly employs roughly 31,000 workers in addition to 47,000 indirect jobs associated with mineral processing and mining supply and services (Government of Ontario 2023). The sector is reliant and thriving because companies such as Vale continue to use contracting out as one of their main management strategies in relation to labour. This shift towards a larger contract-based workforce is part of a greater system of neoliberal policies focusing on the “social organization of work, labour relations, and labour market policies” (Fanelli 2011 as cited in Jeeva 2018:8) which has shifted power away from workers and unions towards the corporations. While a small portion of companies are unionized within the mining supply and services sector, the power of these unions and the size of their membership is not comparable to that of USW Local 6500.

This sector has grown into an integral part of the current mining industry within Northern Ontario (Kelly 2013; Canadian Mining Journal Staff 2020). The sector “is composed of all the companies that supply goods and services to the mining industry” (Conference Board of Canada 2011:1) offering a full range of capabilities from mine exploration and operation to equipment and technology, security and safety, environment studies and site). The sector is “not mining itself; rather, it is the products and services that mining organizations buy in order to carry out their own operations. This is a complex, supply-chain management entity, incorporating hundreds of firms and attendant organizations; it is not well-known global mining firms, such as Vale-Inco, Xstrata, and Rio Tinto” (Doyletech 2010:13). It provides mining companies with “goods and services covering everything from banking to purchasing rock bolts, ... anything a mine needs to operate, drilling, surface, exploration, heavy equipment, trucking, hauling, you name it” (Carl, Key Informant mining supply and services sector).

The mining supply and services sector was described by the Conference Board of Canada as a “multi-billion industry, yet it is a ‘hidden’ sector that is not directly measured or tracked due to overlaps of serving other industries as well” (PricewaterhouseCoopers 4 quoting Conference Board of Canada). Statistics Canada does not currently track the sector at a level of aggregation and detail that enables government and policy makers to assess and measure how the sector is performing; thus, limiting an overall understanding of the importance of the mining supply and services sector to Canada, including Ontario” (PricewaterhouseCoopers 2014: 4 quoting Conference Board of Canada 2011). Robinson (2005) also argues the mining supply and services sector is invisible; the full extent and impact of this sub-industry in economic growth and development is not known, as “Statistics Canada does not currently track the sector at a level of aggregation and detail that enables government and policy makers to assess and measure how the

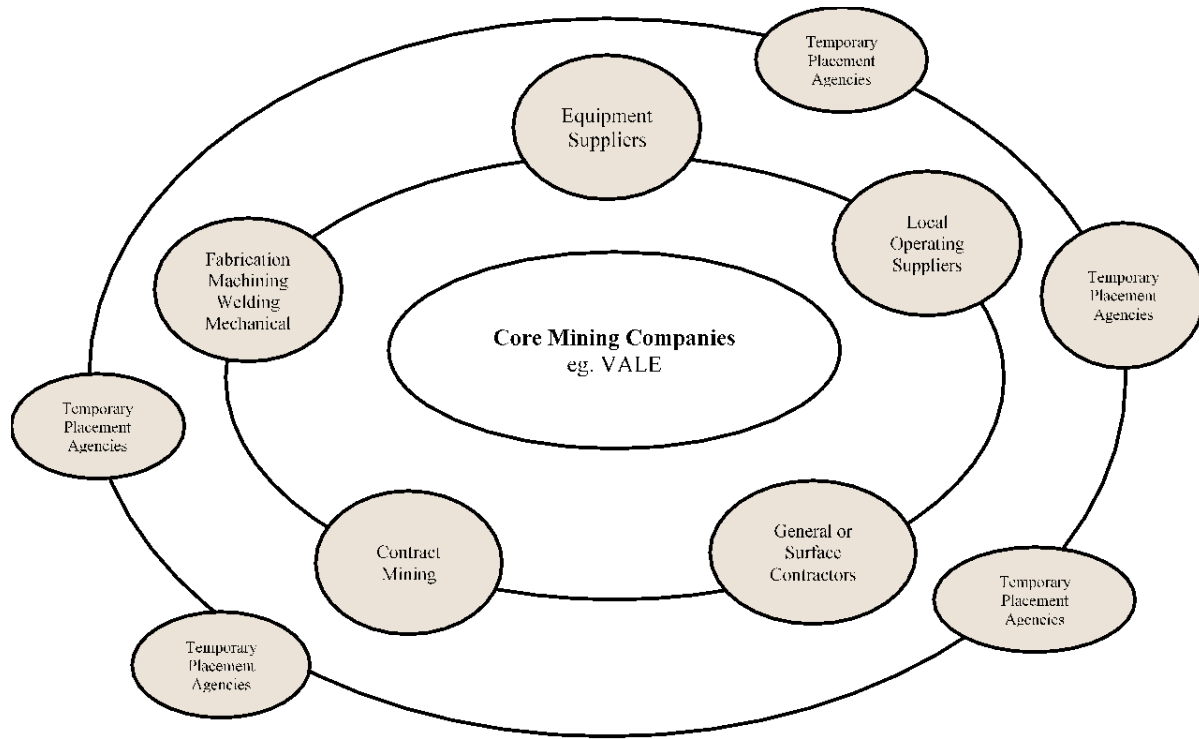
sector is performing” (PricewaterhouseCoopers 2014:4). This is because comprehensive studies on the mining supply and services sector, especially on employment within the sector, are limited. For this reason, it is difficult to determine the exact number of firms and employers within the industry. According to a 2010 study, prepared for the Ontario North Economic Development Corporation (ONEDC) at the time, the sector included “about 500 separate firms and organizations. All of these derive more than 50% of their revenues from mining supply and services” (Doyletech 2010:5). Throughout Northern Ontario, the mining supply and services sector equated to an approximate \$5.6 billion dollar industry and “employs about 23,000 people” (Doyletech 2010:5). Sudbury was the largest contributor to the industry even then, contributing \$3.94 billion in revenue and employing approximately 13,800 workers (Doyletech 2010:5). In a 2011 report, the Conference Board of Canada found the sector was composed of more than 1,400 companies. The 2014 CAMESE report found almost 1,000 companies were identified as part of the sector, and 306 of these were physically located in Northern Ontario (Pricewaterhouse Coopers 2014:10). More recently in 2023, the Ontario Mining Association published the mining supply and service companies in Northern Ontario employ more than “40,000 people and Ontario produces more than \$10 billion worth of mining supplies and services every year” (Ontario Mining Association 2023).

Despite being challenging to assess the full impact of the industry, the mining supply and services sector plays a significant role within the broader mining industry. While the figures above show a flourishing, wealth-producing industry, they do not show the effect on workers and unions. According to one key informant, “there are about 7,000 to 7,500 people in direct mining jobs. There’s about 13,000 people working in what we classify as the mining sector service industry. There are approximately 320 companies in the supply industry in Sudbury and over 500 in

Northern Ontario ... mining supply services employs twice as many people as the mining companies” (Carl, Key Informant mining supply and services sector). While direct employment within the local mining industry was declining, employment within the Mining Supply and Service Sector was thriving, showing “higher than average growth” (Robinson 2006:11). Employment shifted from stable, unionized employment with Inco to more precarious contract work. By “2005 the Sudbury region lost 5200 jobs while the sector struggled with shortages of skilled labour” (Robinson 2006:11).

While mining supply and services firms can be found throughout Northern Ontario, “Sudbury is also home to Canada’s densest concentration of specialized mining supply and service firms” (Robinson 2005:2). The dynamics of the relationship between mining supply labour and Inco/Vale can be explained through an illustration provided by Larry, a key informant from the mining supply and services sector (See Figure A).

Figure A: A visualization of levels of precarious work in relation to Core Mining companies in Sudbury.



Note: Figure created from description of mining supply and services sector provided by Larry, a Key Informant, Mining Supply, in an interview.

In this Figure, Inco/Vale is at the center as a core as a mine-owning company. They have a stationary location and a long-standing history within the Sudbury mining industry. Production employees who are directly employed here can be considered part of the standard employment relationship (Vosko 2006). These workers not only have relatively stable and secure employment but are also represented by USW Local 6500. Being represented by a union provides some stability though collective agreement language around seniority rights, protections from certain layoffs, extended health benefits and pension provisions. As you move further away from the core mining companies at the centre of Figure A, employment becomes more precarious; working conditions

decrease, as well, and the likelihood that workers are represented by a union also declines. Many of the workers in this second ring do not have a stable work location or a consistent work crew, affecting their formed workplace relationship and sense of solidarity. However, most of the workers represented in the second circle do have steady employment with a firm, considered here as a contracting firm. These workers do not have stability in terms of work location or length of contract if they are not employed full-time. Contract length is often dependent on if the contract company receives a job with Vale, for example. However, these workers are regularly called back to the contract company when needed. These workers are also less likely to be represented by a union. While some of these workers are employed at unionized contract companies, since the broader USW organization does represent other workers within the Sudbury mining industry outside of the Local 6500 members (Jonathon, Union representative USW), these workers arguably do not have the same sense of loyalty or sense of solidarity with other co-workers, for the company they are contracting for, or for the location at which they work. While unionized workers may share a common thread of union membership, the level of 'brotherhood' may differ between workers of different unions. Also going to work at the same location with the same work crew for an extended period of time builds relationships such as those previously seen amongst Sudbury mine workers. These relationships may not develop amongst a more transient workforce.

Mining supply companies provide wide-ranging services to mine owning companies like Vale. These services could be those that are extremely specialized and not routine, such as sinking a shaft for a new mine. These specialized jobs were referred to by interview participants as 'helicopter jobs'. Inco workers do not have the skill set to do these specialty jobs. Some of these skills are so specialized that these jobs were never done by Inco workers, while others have been lost through decades of contracting out (Tom, Retired Union representative, USW; Bob, Union

Representative, USW). Mining supply companies also fill the gap for Vale when additional labour or a specific skill set is needed beyond their directly employed workforce. Workers employed by Vale may have the skill set to complete the work, however, Vale does not have adequate manpower. This might occur in situations such as scheduled maintenance shutdowns, when a large workforce is required for a short period of time to complete a set of tasks. Temporary agency workers are commonly hired when a contract company is sourced by Inco/Vale for a maintenance shutdown. However, temporary workers may be used also to fill any number of jobs for varying periods of time. For example, Vale may choose not to replace retirees or long-term employees on leave, whether the leaves are medical or other, and the employees are replaced by individual contractors in the open positions. Matt, a temporary agency worker, claimed that in his experience, temporary workers perform low skilled, short term, unsafe jobs like industrial cleaning and maintenance. As Matt expressed, these temporary jobs are extremely unstable and unpredictable. In his experience, temp workers are often required to engage in training, such as safety training for which they have to pay out of pocket and supply their own equipment, creating a greater divide between precarious and non-precarious workers.

In terms of labour protections for workers, few companies within the mining supply and services sector are unionized and this is where precarious employment emerges as having an impact on workers rights and safety. Without the added protection of the union, worker protections are limited to those within the Ontario employment legislation. In addition, as discussed by Manky (2014), when workers enter into these triangular employment relationships with, for example, the temporary agency, the contract company, and/or Vale, it is difficult for workers to know who is the 'real employer' responsible for ensuring adequate training, safety measures, and other acceptable working conditions. These triangular employment relationships have potential to be

problematic for workers when these conditions are not met. Temporary workers are the most vulnerable in precarious employment relationships as they are furthest removed from the labour movement, hold the most precarious jobs, and are only protected by government workplace legislation, which is riddled with coverage exemptions and exclusions for workers (Vosko et al. 2018).

Temporary Employment Industry as Part of Mining Supply

The temporary employment industry is a fast-growing non-union part of the Sudbury mining supplies and service economy. The expansion of temporary employment within the Sudbury mining industry came as part of the expansion of the mining supply and services sector and noted by Vosko (2000) blue collar, industrial jobs, became a point of expansion for the temporary help industry. Core mining corporations' use of these temporary services has become an increasingly popular means to fill labour shortages. Mine workers employed through temporary agencies are perhaps the most precarious workers in the industry. Yet, for the core mining companies, it gives them the advantage of full labour flexibility (Connelly and Gallagher 2004). As one key informant stated, there are approximately 31 temporary employment agencies operating in Sudbury (Dave, Recruiter, Temp Agency X, pers. comm., unpublished data). While maybe only 5 to 6 of those companies are locally run, companies from Southern Ontario and the rest of Canada are capitalizing on the growth of the temporary agency market in Sudbury.

Sherry, a temporary employment agency key informant characterizes the purpose of her industry as follows: "So, if you're going to try out a car, you're not going to pay full pop right off the bat. You want to test drive that car" (Sherry, Recruiter, Temp Agency X). Sherry works as a recruiter and placement coordinator at one of the largest temporary employment firms in Sudbury.

Temporary employment agencies are defined in the *Gender & Work Database* as “[o]rganizations that assist workers in locating employment or employers in locating workers. Some are public while others are private and may target specific types of employment (e.g., temporary agency workers) and industries and occupations” (Gender & Work Database 2021). The *Ontario Employment Standards Act*, defines temporary agencies as companies that “employ people to assign them to perform work on a temporary basis for clients of the agency. The duration of the assignment does not matter. Such employees are called ‘assignment employees’” (Ontario Ministry of Labour 2022). In this case, the employment agency is privately owned, with two divisions under the larger corporation. One division focuses on white-collar workers while the other division focuses on industrial employment. In this quotation, Sherry is referring to one of the benefits corporations can expect when using a temporary agency to fill their workforce needs. Dave, another Temporary Agency Recruiter further stated: “We supply that extra girl you need for an extra couple of weeks ... [or] a millwright ... whatever ... you do the [core work], we do the peaks and the valleys....” (Dave, Recruiter, Temp Agency X). By referring to workers as “cars,” Sherry suggests they are easily tested and traded at will. This statement not only speaks to the limited value of workers to employers, but the lack of commitment companies have to these workers to ensure their financial, mental, and social well-being (Lewchuk et al. 2013). Hiring temporary workers is a strategy used by management to limit the cost associated with direct employment. From a corporate perspective, the ability to retain and dismiss employees with little effort is one of the benefits of contract workers. If a worker is seen by the employer as not meeting the company standards, whatever those may be, the worker can be easily replaced. In addition, as argued by Baatartigtokh, Dunbar, and van Zyl (2018), referencing Hill, Schilling and Jones (2017:302), outsourcing also allows a company to focus resources on its core production, the

specialty of the company that gives the company a competitive advantage. However, for workers, the lack of commitment is one of the many benefits of unionization: unions can protect workers from unfair termination or other forms of retribution and have the ability to enforce these protections.

Temporary employment agency workers are the full fruition of a flexible labour force. Utilizing this temporary workforce allows employers to have disposable employees, exploit the labour power of those workers, and then terminate their employment without commitments (Lewchuk, 2011). Temp Agency X is the largest temporary agency in the Sudbury area with offices in other Northern Ontario cities, Quebec, Nova Scotia and Newfoundland. Since the 1980s, Temp Agency X has grown immensely, offering recruitment and staffing services for both white-collar clerical and industrial jobs. However, according to Dave, a recruiter with Temp Agency X, unions interfere with the success of temp agencies. Dave states:

Sudbury's a bit more of a unionized environment. We find a bit more of a struggle in a unionized environment, and they are not so susceptible to the stuff that we do. In Timmins, we have underground drillers, we have scoop operators, chimers, muckers, you know, we have bolters, we have construction miners, we do all that stuff. In Sudbury, it's a little harder, it's a harder unionized environment, it's been unionized here forever. You have the Steelworkers and the [Mine Mill] and they've instilled that the union is the best way to go and we're not a union company, right, so, a little bit different (Dave, Recruiter, Temp Agency X)

This quote demonstrates that USW Local 6500 still has some level of power to control contracting out. While previous chapters have shown that many of the union's efforts to control contracting out have been met with periodic success, according to Dave, the union is seemingly able to limit the use of temporary agency. Dave also confirms previous points made about company divestment.

Dave states:

At one time ... a mining company or any company in town, would do everything themselves ... Nowadays, companies are thinking more and more, "I'm not a company that can build this stuff, I'm a mining company. Why would I be in the

heating ventilation process? Let's get a heating ventilation company to do that. I'm not in the stage of building a new head frame, let's get [Mining Contract Company R] to do that." That's what they do to companies that have developed over the years and mining companies are now going, "Okay, you're a specialty company to do this, you guys come in and do that ... We're going to take care of our core business, which is mining, which is what we're really good at doing." "Let me supply everything you don't do as a core business and do all your other stuff" ... A lot of the big companies are getting away from being a company that does everything and becoming more of a mining company letting us do what we know. "Let's mine, let's get these other companies to build these new drifts going this way and the new development stages going that way and when they're done, we'll come back in and we'll mine." (Dave, Recruiter, Temp Agency X)

USW Local 6500 and Mine-Mill Union Local 598 pushed back against the use of temporary agency workers but these strategies have been unsuccessful. The company and the temporary employment agency have attempted to sideline the unions by essentially 'sneaking in' temporary workers.

More [of a push back] at Vale than Glencore. We talked about that earlier with the strikes and the unions. So, we kind of cheated at Glencore when we started using sons, daughters, brothers, sisters, mothers, and bringing those guys into that location so now it's a little bit of a protection thing. My son's working for [Temp Agency X] then it got to be a bit more acceptable on the labour side ... during the shutdowns they didn't care. (Dave, Recruiter, Temp Agency X)

However, Temp Agency X prides itself for getting past the union's push back:

... we've dealt with other places that are not unionized ... most of the mining companies in Sudbury are unionized but there's other industries, there's other industries, right, and then word of mouth is the guy that worked at [Contract Company] is over [working] at Vale, this [strategy] worked over here ... why can't this work at Vale and we're going to try it ... There's usually a loophole somewhere if you read enough collective agreements, you can find a loophole somewhere. (Dave, Recruiter, Temp Agency X)

The popularity of temporary employment agencies has fueled the expansion of a sector of non-core, non-union, workforce of both highly skilled and semi-skilled workers. These workers are exploited as a cheap disposable workforce exchanged at will just like trading in a used car. Temporary employment firms such as Temp Agency X openly acknowledge unions can be a

powerful force in upholding worker rights and fair working conditions yet pride themselves in having the ability to circumvent this power. The weakened state of the union has allowed for the flourishing of contract firms and temporary agencies.

The temporary employment industry is extremely profitable. The services of such agencies are promoted as cost-saving for businesses. Not only do companies save on upfront costs such as training, ongoing costs such as benefits, but also legacy costs such as pension and retirement benefits. According to Temp Agency X, one of the benefits firms gain from utilizing a temp agency is that all the human resource-related costs and services are handled. Essentially, the firm can outsource the human resources (HR) department. This would include all employees with HR-related functions. Of course, these HR services come at a monetary cost to the individual worker being hired. Dave, a recruiter with Temp Agency X explains the process:

[Temp Agency X] like anybody else has to pay the employees' burdens and everything else on top of paying your wage ... our standard markup is a 1.70 on top of the person's wage. So, a \$10 [per hour wage], I charge [the company] \$17. Out of that \$17 we have to pay [the worker] \$10 then we have to pay [the employer] portion of the CPP, the EI the HST, WSIB, vacation pay, you know, so there takes care \$3 of the \$7 that's left ... and then everything else ... is profit, but I mean it takes time and money to do all of that. Got to pay the recruiter's wages, you gotta pay the payroll wages, gotta pay, you know. (Dave, Recruiter, Temp Agency X)

Sherry, a recruiter with Temp Agency X explains that the agency industry flourishes during times of economic crisis:

... where we normally flourish is when there's a recession, there's layoffs, that's when we get very busy because they need the manpower. They just can't afford the overhead and they need to get the work done. (Sherry, Recruiter, Temp Agency X)

Through the use of temporary employment agencies, employers are able to expand their workforce rapidly during peak times without having to retain these employees. Historically, Inco would routinely engage in periods of mass layoffs when nickel prices were low or when it was required

to limit production for maintenance, then rehire workers if the nickel prices rose. Now, Vale turns to a supplemental workforce often composed of temporary, contract workers instead of hiring workers directly. This strategy is also linked to Inco/Vale's ongoing strategy of divestment. At one time, Inco used its own workforce to complete yearly maintenance and refurbishment jobs. These tasks would be completed with a select percentage of the workforce while the remainder was encouraged to take vacation since production slowed during this time. With the current system adopted by Vale, the temporary employment industry in Sudbury thrives during a maintenance shutdown:

A shutdown is a maintenance project at a plant ... so they can work on everything at one time. A lot of times they'll do mini shutdowns of one day where they will only shut down certain aspects of their process plant, but a major shutdown would be when, for example, Glencore is going to be down for eight weeks this year to re-brick the hoe inside of the furnace, so they can't have any gases, they can't have anything running, it's totally everything is down and cold, and then they fix, change, replace, do whatever they need to do ... Vale does it every 18 months. Glencore does it every year. (Dave, Recruiter, Temp Agency X)

Hiring temporary workers allows companies to build and dismantle “a disposable workforce” (Paul, Union Representative, USW) during periods such as shutdowns when an inflated workforce is needed only for a short period of time. Using a group of temporary workers during this period relieves the hiring company of the burden of ‘taking care’ of a worker. Paul explains this, stating:

[We alleviate] a lot of it but you have to get to the people that understand that and know that, but you can't get past the union sometimes right, that's why they contract out the whole job because instead of me just sending in a millwright that could have done that job for you, [the union says,] “No, we'll just send in a millwright, we'll send in a foreman, he's got to have a truck, and we're going to have this, we're going to have that and the whole job as a contract.” (Paul, Union Representative, USW)

While it is perhaps understandable that the company may require an extended pool of labour during these shutdown periods since a significant number of systems need to be repaired in a short period

of time, the reach of the temporary agency extends far beyond that. The agency can fill job positions with workers under temporary contracts or permanent placements. A temporary contract comes with a limited time frame, however, “we charge them straight by the hour, we pay the [worker’s] payroll benefits and everything else the payroll deductions and everything” (Dave, Recruiter, Temp Agency X). Dave also expressed how Temp Agency X can fill the short and long-term needs of a company:

Sometimes they’re open contracts where ... [the company’s] got guys that are in training this week, they’re on holidays the week after that, ... some other guy’s on holiday ... this guy’s off on light-duty or sick leave for three months, four months. We don’t know how long you’ll be in for, so [we tell our workers,] “Come in and do this particular job and we’ll just place you in a particular location,” and hence why a two-week job ended up being five years. (Dave, Recruiter, Temp Agency X)

Companies have limited their commitment to workers even further through the use of temporary employment agencies. As one employment agency representative stated:

... the benefit [of using our services] is if that person doesn’t work out after a couple of months or a couple of weeks, I’m going to replace them at no extra cost. When a customer does that you gotta repost the [job] ad, you gotta go through all the resumes and, I’m telling you, when you post an ad— We posted an ad the other day for a dispatcher, she got over 300 resumes. Out of those 300 resumes, two had skill sets. So the time that the hiring person spends on going through every one of those resumes, then you bring in the people that you think are qualified out of the 5 that are qualified, maybe only two will make the short list. Out of those two then you decide to pick one, then you gotta do all of our references, then you gotta do training, orientation, and then hope it will all work out....

If a customer calls us today for an admin assistant, I can have three resumes to them by tomorrow morning. What we do is call the candidates, tell them what the job is, ask them if we can submit their resume—we don’t submit anything without the approval from the candidate—we tell them what the pay is what the duration of the contract is, and if they say yes then we submit the resumes. We encourage our customers to interview each one of our candidates that we send because I want the right fit you know, I ensure they have the right skill set and experience but I want to ensure that that personality is also going to fit. (Sherry, Recruiter, Temp Agency X)

Temp agencies such as Temp Agency X attempt to entice workers with hours, wages, and benefits. As Dave states: “As long as you work 32 hours per week over three months you [become eligible to access our] benefits and [our temp workers have] an employee association, paid for by the workers” (Dave, Key Informant, Temp Industry X). While it was outside the scope of this research to explore how many of Temp Agency X’s workers are eligible to access these benefits, I would argue that the majority of their workforce does not meet this criterion. According to Matt, a contract miner who worked for Temp Agency X, these are false promises. In addition to the usual paycheck deductions such as those for Canada Pension and Employment Insurance, Temp Agency X also deducts union dues. Matt states:

[Temp Agency X] actually has a non-existent union that we pay union dues to ... the owner of [Temp Agency X] found out that [employees wanted] to start a union so he asked his best friend, “I’m going to fund you to start your own union,” and then he promotes unionism as a good thing. “Just make sure you join my friend’s union.” He doesn’t say it’s his friend, so everyone signs union cards and everyone’s a part of this [union], one guy’s collecting union dues and does nothing ... you call them, they never answer, when they do they put it off, they try and hold you off for 48 hours because in the Collective Agreement if you don’t put in a dispute within 48 hours then they say, “Well sorry it’s been 48 hours there’s nothing we do after that.” ... [Temp Agency X] owns me and I’m not guaranteed any work, I just sit there by the phone and hopefully they call me, they call me at 3 am on a Friday night and— Oh, if you don’t— “We need you here in 10 minutes and if you don’t take it well then it doesn’t look good on you and we won’t call you for another two months.” [There is no guarantee of hours]. And they don’t tell you that upfront. They say, “Okay, you’re hired, and we’ll call you for work soon,” and when they don’t give you work, they go, “Oh well we don’t guarantee hours,” then they tell you that, it’s almost like you didn’t read the fine print somewhere?

The association that covers Temp Agency X workers is not a registered union, nor is it a widely known workers’ association. Unfortunately, as expressed by Matt, this is a “closed shop,” meaning all employees must pay association dues as a condition of their employment. Given the instability

and highly precarious nature of this employment, it is doubtful that many workers question this practice.

Dave claims that Temp Agency X treats its employees so well they never want to leave:

... [workers] like the way we treat them, we have benefits, and they know we pay weekly, we have everything that those companies do, except we pay weekly, and they like the way they're treated. There's no politics, there's no internal union issues or political issues They just come, they get their eight hours or 10-hour days ... [the only difference is] ... they'll never get bonuses. (Dave, Recruiter, Temp Agency X)

However, these workers also lack long-term employment security as the client company can end your contract at any time. They claim the workers like the flexibility: “Today they’re putting in a furnace in this building, tomorrow they’re putting a furnace in that building. So they’re going to different jobs every day but they’re still doing their same job right. Different locations right” (Dave, Recruiter, Temp Agency X). While the agency claims that workers would rather work for them than for the client company, they also state that, when posting jobs, they conceal the name of the client company because “they don’t want people to go and apply right to the company” (Dave, Recruiter, Temp Agency X).

Conclusion

Throughout this chapter, I have argued that declining levels of direct employment and increasing use of contracting out have been part of a management strategy used by Inco/Vale to increase flexibility and limit the power of the union. Inco and later Vale have both used contracting out as a means of limiting USW Local 6500’s power while creating a more flexible workforce. As Inco began to utilize this strategy of contracting out, the mining supply and services sector emerged to fill the gaps in the labour power and services created by Inco’s divestment from non-core functions. Unlike the emergence of precarious labour in other industries, the mining supply and services

sector is a diverse, valuable, and complex sector that despite being profitable produces jobs that are precarious in nature. As illustrated in Figure A, the further removed from the core mining company, the less unionization and potential for degraded working conditions as well as a fundamental shift from the standard employment relationship to precarious employment. Two predominant forms of precarious employment have emerged as part of the mining supply and services sector. First, jobs that are characterized by requiring a high level of skill, offer high pay but lack security of employment and where workers are reliant on the quality of the employer. In triangular employment relationships (involving the mine owning company, the third party contract company and the worker) it is not always clear as to who is the 'real' employer, workers may be even less secure. Second, there are temporary workers employed through temporary employment agencies. These skilled workers have little to no control over their conditions of work, continuity of employment, job security, and no benefits. Temporary employment agency workers also lack support through union representation as they are not organized under a recognized labour organization.

The following chapter explores resistance strategies employed by USW Local 6500 and their attempts to limit contracting out at Inco/Vale. Since 1969, USW Local 6500 strategy of contracting out and the use of precariously employed workers has grown and expanded despite the efforts of the union. In many cases, as expressed through some of the interview excerpts highlighted throughout this chapter, and in the next chapter workers are seen as commodities rather than valuable company assets.

Chapter 5 – Who’s Got the Power?

Introduction

“Who’s got the power? We’ve got the power! What kind of power? Union power!” (Patrias and Savage 2012:3). Anyone who has attended a labour union meeting, rally or call to action has heard the familiar “call-and-response chant” (Patrias and Savage 2012:3). This chant represents the collective power workers can have when they band together to make and enforce favourable change. Unions operate under the belief that “if [workers] stick together with their fellow workers, they [have the power to] change things” (Yates 2009:33). However, as experienced by USW Local 6500 in the period between 1969 and 2020, union power can be eroded through declining union memberships, anti-union strategies such as contracting out, and globalization through ownership by a multinational corporation (Refslund and Arnholtz 2022; Webster 2015). As explored in previous chapters, I follow Levesque and Murray (2010) in their understanding of union power as the union’s capacity to represent their members, to regulate their conditions of work, and to effect social change. Given that between 1969 to 2020, USW Local 6500 membership decreased from almost 20,000 to fewer than 3,000 (see Appendix C) and as discussed in Chapter 4, both Inco and later Vale increased contracting out as a management strategy to limit unionized employees and union power, the relationship between these significant points bears further examination.

In this chapter, I focus on the union’s struggle against, and response to, contracting out, and how these experiences have shaped and reshaped union power. Using the language on contracting out across 13 collective agreements and the reflections of workers’, I examine the chronological growth of contracting out for Local 6500. I document the union’s resistance strategies used to maintain and regain a position of bargaining power against the company’s efforts

to implement extensive contracting out of unionized work in the mines. I argue that despite the utilization of numerous strategies including (1) plant-level resistance in the form of direct action and grievances at the plants; (2) contract language; and (3) strike activity, USW Local 6500 has been relatively unsuccessful in preventing the growing level of contracting out between 1969 and 2000 as evidenced by the continued decline in the unionized workforce and the rising use of contract workers. While the union did manage periodic gains in their struggle to limit contracting out through the use of the strategies listed above, they have been unsuccessful in maintaining a long-term position of power in this fight. The strategies utilized by Local 6500 as well as the short-term perceived wins of the union have shaped and reshaped the union structure itself. The union has adapted and redefined their meaning of a powerful position based on success and failures in relation to the level of contracting out and willingness of the company to be an active participant in the union's goal. While external factors such as nickel process and industry demand have also aided or impeded the union's level of power against the company, community support and global alliances have also contributed to the union's position as discussed later in this chapter. The 2009-2010 strike at Vale also reshaped the union's power as realization that Vale as a global corporation was no longer in partnership with the union but a powerful force against their efforts to limit contracting out. The lack of community support for the union throughout the 2009-2010 strike also shifted the union's power to settle the strike in their favour, with a profound effect on the future of union power in the Sudbury nickel industry.

United Steelworkers Local 6500

While United Steelworkers (USW) has faced challenges, the union continues to represent a significant labour power locally and at a national level. USW "is the largest private sector union

in North America with more than 225,000 members in Canada and more than 850,000 members continent-wide” (USW 2023). Local 6500 was formed on October 15, 1962, after fifteen thousand hourly paid employees at Inco voted to leave the Mine-Mill Union and join USW (USW Local 6500 2023). The local executive is elected as full-time representatives by the membership for a term of three years (USW Local 6500 2023; United Steelworkers Constitution 1964, 1972, 1980, 1990). Elected executive members include: President, Vice President, Recording Secretary, Financial Secretary, Treasurer, Guide, Guard, and Trustee (United Steelworkers Constitution 1964, 1972, 1980, 1990). These “full-time representatives [work] out of the Union Hall to assist our members with issues such as Grievances, Health, Safety & Environment, WSIB, Benefits & Pensions, Employee & Family Assistance and Human Rights & Harassment” (USW Local 6500 2023).

USW Local 6500 has for some time had a dedicated staff position dedicated to the monitoring and oversight of contracting out which has signalled the ebb and flow of the union and employer’s agreement to address the issue openly. In 1991 the union negotiated a full-time Contracting out representative position to “review and discuss” all matters of contracting out with the company (INCO/USW 6500 Collective Agreement 1991). Having a dedicated person to monitor the state of contracting out was a significant gain for the union. While previously the union did have a committee that worked in partnership with Inco in an attempt to be informed of contracting out practices and try to limit these practices. During this time Inco was expanding its operations “[commencing] production of its Craig mine in 1991” (Saarinen 2013) and placing USW Local 6500 in a position to negotiate the addition of full-time contracting out rep. According to Tom, Retired, a retired USW union representative, this was the first time the union allocated a full-time person to this task. This “person that was appointed by the union [is] to be a contracting

out facilitator and only to answer not to this local but to the international” (Tom, Retired Union Representative, USW). The union continued to advance its efforts to reduce contracting out when, in 1997, they appointed a union representative (or “union rep”) in each of the 14 plants (Tom, Retired Union Representative, USW). Will, another retired USW union representative, acted as the contracting out representative for a period during his career. Will explains his job:

I was contracting out rep ... that was my job position, and it was full-time, 40 hours a week. The company would send me all the contracts that were coming up, and what I would try to do is talk to our members, try to get them to do it on over-time or squeeze it into their regular day-work and we would save millions of dollars. (Will, Retired Union Representative, USW)

Prior to the appointment of these representatives, the union had to rely on the membership to report instances of contracting out, resulting in inconsistent monitoring at the plant level. However, following the 2009–2010 strike, Vale refused to allow the full-time release of a representative for each plant. The result was less oversight and control for the union, as the executive and full-time contracting out representative working out of the union hall must once again must rely on the membership and information shared by the company to create a picture of the full extent of contracting out at each plant.

Job Stealers and Robbers: Contracting out From the Union’s Perspective

USW Local 6500’s fight against contracting out has been an ongoing battle for several decades. While the union did consider “this practice of contracting out to be a threat to their job security and an erosion of their rights” (Gilchrist 1999:38), the union has accepted the company’s use of periodic contract workers to complete specialized tasks, such as construction projects (Gilchrist, 1999). However, it was when the union noticed the contract workers were taking ‘union jobs’ and the use of these contract workers was having a negative effect on membership numbers that the

union took issue with this practice. By the late 1960s, the union noted that while there were “15,000 INCO employees in [the] bargaining unit, INCO was employing about 5,000 additional contract employees through outside companies” (Gilchrist 1999:38). Gilcrest (1999), explains the problematization of this practice:

One whole complex, the copper Cliff north mine, was operated by contractors and subcontractors working for Inco. The company rationalized that they couldn't find enough qualified individuals to hire, but the use of contractors gave them access to a qualified labour force. ... contractors were often performing mining production and maintenance jobs alongside our union members. This situation escalated to the point where no one knew if they were talking to a union electrician, for example or contract electrician ... The steel workers considered this practice of contract out to be a threat to their job security and erosion of rights. (P. 38)

As a result, the union pushed to include contracting out language into its' collective agreements with Inco in 1969 in order to establish a position of power. The union equated power through first having the company agree to include this language in the and second, by having the language written in the collective agreement. The union would in theory have the ability to grieve company practices that do not adhere to the language.

The acknowledgement by both the union executive and the workers that contracting out was a problem which threatened the security, power, and stability of workers can be traced through discussions of this issue in union membership correspondence such as *The Searcher*. This printed monthly newsletter, published from 1965 to 1987, routinely featured the union leadership rallying a call for action to the membership that something needed to be done to curb the problem of contracting out. This publication offers real-time accounts, as opposed to workers' memories gained through interviews, of happenings in the mines and the main concerns of the workers. Frequent inclusions in *The Searcher* suggest contracting out was an ongoing problem with little

remedy. Interview participants corroborate that contracting out was a substantial threat to union security, yet an issue the workforce would not strike over. I discuss this point later in this chapter.

In December of 1968, Randy Taylor, the union's recording secretary, stated in his report: "The contracting out problem in the Inco plants has now reached an epidemic level" (*The Searcher*, December 1968:5). The level of contracting out continued to rise and, by 1969, when the union began contract negotiations, agreement language was a main bargaining issue, one the union was willing to strike over (Gilchrist 1999; Seguin 2008). There is no documented account available of the number of contract workers on site at that time or the percentage of total workforce that was composed of contract workers. However, the inclusion of contract language in the 1969 collective agreement signals that the practice of contracting out was a concern to the union. Despite membership numbers increasing slightly between 1966 (the year the previous CBA was signed) and 1969 (see Appendix B), the concern about contracting out was a point of unease. The company justified its use of contract workers stating, "they couldn't find enough qualified individuals to hire, but the use of contractors gave them access to a qualified workforce" (Gilchrist 1999:38). At this point, Inco directly employed over 18,000 unionized production workers and continued to hire until 1971, when employment at Inco reached its peak of over 20,000 directly employed, unionized workers (Saarinen 2013).

There is some debate amongst interview participants as to which department of the operations contracting out first became highlighted as an issue to the union. According to Dylan, a former USW union representative, the real issue with contracting out started at the surface plants

in the early 1970s with the transportation department¹. In the June 1971 edition of *The Searcher*, Burrows, now a Steward, writes of how this issue has not been solved:

If the company can see fit to take eighteen drift driller jobs from Inco workers and turn them over to a contractor, could they not possibly contract out other jobs? ... Brothers there is no doubt that all our jobs are in danger, Inco could contract out all the work ... It has been an established practice in our area that contractors open up new mines and build buildings that are necessary to start production. But contractors should not be allowed to come into established plants and take jobs that are normally done by Inco workers. When this is done, Inco workers lose temporary promotions and the increase of money that they should rightly receive due to their seniority. (1971: 4)

Although contracting out was a problem in the eyes of the union prior to this point, as evidenced by a reference to it in the 1969 contract language, the acceptance of contracting out in the transportation department was a significant shifting point:

... the transportation department put this party on and it was mind-boggling, the prizes, the booze Guess who was paying for it? ... All the contractors were paying for all the prizes. So here we are ... [we] just look at one another and shake our heads. What the fuck is going on here? We're up against the company everyday! The contracting out grievance load will show you that. The grievances that we put in on contracting out on '73, '74, prior to '75 negotiations, were just amazing and it was almost like hand-to-hand combat. (Dylan, Retired Union Representative, USW)

The third-party contract companies were essentially negotiating directly with the workers to allow the presence of contract workers in the plant without scrutiny. However, it was an expectation of the union that the workers would report to them when contractors were in their work areas. Dylan demonstrates that this was not the practice followed by the union members. Workers were becoming complacent and accepting the presence of contractors. The trade-off for the workers was material gains. Dylan's perspective is echoed in the December 1973 issue of *The Searcher*, where

¹ The transportation department was part of the surface operations. The purpose of this department was to "move equipment around the plants they do the train service for the slag dumps ... [they could] ... move men and equipment; they did all the internal transportation inside the company" (Dylan, Retired Union Rep, USW).

Transportation Department Steward, Ray Leclair states in his report: “Nothing new going on in our department, same old thing, fighting against contracting out” (1973: 7) by way of a department update to the union membership. This statement indicates that the transportation department workers have seen contracting out as a problem for some time yet unable to change department practices.

Contracting out was not only becoming an issue in the transportation department but in other areas at the same time. Alex, a retired USW Local 6500 remembers contractors doing trades work as early 1970s:

Oh, '70s, 1970, before that. I would notice it more because I was working in the electrical fields and we would see IBEW electricians or other electricians and other mechanics or whatever doing projects that we thought we should be doing ... we would file a grievance, and then we would get union stewards and they would represent us or whatever, uh, guys would say “Well you’re pretty yappy, are you interested in becoming a union steward?” And “You’re single, you got time.” and I said “Well, yeah,” so I did and in about [1974] or thereabouts, and I became a union steward and then I got more involved now with the unions. I’d go to the meetings and whatever and get on committees and I became the chief steward of maintenance at electrical in 1985, which was a full-time job at the union. (Alex, Retired Union Representative, USW)

Accounts of contractors underground seem limited in the early years, but a few are detailed in reports presented in *The Searcher*. Union Trustee at the time, Tom Burrows states the following in the February 1971 edition of *The Searcher*:

The Company is taking jobs away from the workers in Levack ... This is the first time that contractors have come underground in Levack and driven drifts. In the past Inco workers did this work and they did it well ... The company uses the excuse that they have no men who are available to do this work, and that all men have jobs at the present time. One wonders why the company posts any jobs at all if they use this type of thinking, because all workers in Levack at the present time have jobs. At the present time we have a grievance on this matter. (Tom Burrows, USW Local 6500 Trustee, *The Searcher*, 1971:10)

The problem with contracting out the drifts at Levack mine is not fully documented in historical union communication materials I reviewed, but it is documented that the union was seemingly unable to take back these former union jobs. In the February 1971 edition of *The Searcher*, union President Mickey Maguire refers to contract workers as “robbers” in his monthly report and writes:

The employees of these contracting firms are taking away our jobs and we must not allow this to continue ... It may be true that we have more or less accepted the fact that these contractors ‘be allowed to develop new properties’, but it is a different story when they start coming into established mines and begin doing work that is normally assigned to our members. (*The Searcher*, February 1971:3)

In the same edition, Tom Burrows, the union Trustee, refers to contract workers as “Job Stealers” in his report, stating the contract workers had recently begun working underground at the Levack mine and this expansion of the use of contractors would negatively impact the bonuses of union workers. Burrows adds:

This is the first time that contractors have come underground in Levack and driven drifts. In the past Inco workers did this work and they did it well. One just has to look at all the drifts in Levack. The company uses the excuse that they have no men who are available to do this work, and that all men have jobs at the present time. One wonders why the company posts any jobs at all if they use this type of thinking, because all workers in Levack at the present time have jobs. (*The Searcher*, February 1971:10)

Despite union membership being at its highest level, in 1971 with over 20,000 members, the union was seemingly powerless to prevent Inco from contracting out underground work, which is more highly coveted by workers and the union because it is more financially profitable to workers. The monetary production bonus system for extracting a certain amount of ore or mining a certain area of work in a specified time period is used as a motivator for underground workers. Burrows’ use of “brothers” in this excerpt also speaks to the absence of women mine workers during this period and sense that topic will be discussed further in Chapter 6.

Worker memories of the growing presence of contractors within their work areas continue to draw the historic picture of the evolution of contracting out to epidemic levels. Aaron, a retired Inco miner, recalls his first memory of contractors from the mid-1980s:

I remember in the smelter they used to have when I first started they had cleaners ... they had a steady day gang must have been like 40 guys working in there and if they needed guys in shift they would just draw, now they got no more, nothing like that, it's all, they got contractors that do the cleanup so that changed a lot they just operate now ... cleanup, vacuuming, they brought in vacuum trucks, we used to sweep, well there's no more sweeping because vacuum trucks, the dust is very fine so they got big vacuum trucks that come in and they have their own guys stuff like that, shutdowns, they brought in a lot of people for shutdowns, we didn't have enough people for shutdowns they brought in labourers, brick layers, mechanics, pipe fitters, all kinds of stuff, I've done quite a few shutdowns, big shutdowns like rebuilds, I was involved with rebuilds, stuff like that. (Aaron, Retired Inco Miner)

When Josh, a retired union representative with USW Local 6500, was asked when he realized contractors were a large presence on the property, he replied:

It was around '90. Late '80's early '90's. There were no guys left, they weren't hiring anybody, but work had to get done, things were breaking down, we only had maybe eight mechanics. When I started, there was 50 mechanics. Now there's like 10, you know, the work's gotta get done, you gotta fix things, everything's getting old. (Josh, Retired Union Representative, USW)

According to Josh, contractors first became a significant presence in the maintenance department, a surface plant, in the late 1980s:

Maintenance jobs, like we didn't have enough mechanics of our own to fix, so we had to get contractors into electrical and exploitation ... There's good jobs and there's bad jobs in a smelter, right? Some are dirtier than others, some of the jobs guys didn't want to do anymore, so they'd hire contractors, labour jobs. We'd get guys to clean our lines to do water blasting, washing, because our labourers were getting too old to do it, no young guys left, they didn't hire anybody and they just didn't want to do it. They got [Contract Company A and B] and these companies to come in and do that work because our guys just didn't want to do that work anymore. It's too dirty. So, I mean, guys, I know it's bad but we gotta do that, we're going to lose these jobs, and look what happened. I mean it's not just there, look at any job in the world differently, you know it's getting tougher and tougher on labour all the time, and it makes me wonder why

you'd want to get involved with labour. Why would you pick labour? (Josh, Retired Union Representative, USW)

Here Josh also points to one of the issues precarious workers experience. As stated by Josh, some of the jobs that are now done by contractors were contracted-out because union workers felt these tasks were actually “too dirty” and the union guys “just didn’t want to do that work anymore.” The workers were willing to sacrifice some of their union security in exchange for removing the undesirable jobs from their workload. Ryan recalls contractors taking up peripheral support jobs such as cleaning: “I was going to say cleaning offices but some of us guys on modified duty did that, but it was cleaners and things like that just minor jobs” (Ryan, Retired Union Representative, USW). While the company looked at these positions as non-core work, the union would often fight for injured workers to take on these roles. Depending on a worker’s limitations due to injury, they may be able to return to modified work rather than be reliant on long-term sick benefits. When Inco began contracting out these jobs, it left fewer modified-work options for injured union members.

USW Local 6500 seemed to be getting some control on the issue of contracting out as they entered the 1990s. Will, a USW Union Representative, recalls few contractors on-site when he was hired as a miner:

When I got hired in 1990, there was very little contracting out, it was like [only] raise mining, the very dangerous jobs that the guys didn't want to do, there was some development but not very much, [Inco guys] used to do almost everything ... [Contractors] started coming in for one little job and then they started coming for another little job then all of a sudden— And I remember the other guys say “That guy is gonna take your job someday, if you don't fight back.” I say, “I have a job, right.” When you're young you say, “Well, I'm glad I'm working here.” And that was the excuse: we don't have enough men, because they had started cutting back big time. ... But they hired, in the '90s when I got hired up, there's a lot of people that were ready to retire so they kinda hired, there was close to 1,000 of us and it was to replace the other guys leaving. (Will, Union Representative, USW)

As evidenced by the recollections of workers above, contracting out became an epidemic in all aspects of the operations.

While some of the accounts above suggest that USW Local 6500 believed they were able to gain some periodic control over the practice of contracting out at Inco, as I discuss later in this chapter, this may have been a false belief. The evolving level and conditions of contracting out were not unique to Inco but represent a broader pattern of the practice throughout the Sudbury mining industry and a greater shift from permanent, stable employment to precarious forms of employment throughout North America and globally. Falconbridge (now Glencore), the second largest mine-owning company in the Sudbury area, also engaged in contracting out 1969 - 2020, which continues today. Robert, a retired Falconbridge miner, recalls the company using contract workers during production shutdowns, when mining tasks were slowed to allow for annual maintenance and repair tasks.

We used to run the shutdowns with our own men because we had lots of guys then. Once they started cutting back then they started with “Okay, that’s your job. Here’s the contractors, go do it.” So, for shutdowns, anywhere from two to eight weeks, you would have a mixed crew, a lot of contractors and your own men. That started earlier in the ’90s. About ’91, ’92, when they were bringing in contractors during shutdowns and letting the guys run them as a group as a crew. But at one time we used to do the shutdowns with the manpower that was there. We would supplement the mechanical crew with the people from production. (Robert, Retired Miner, Falconbridge)

Recalling more recent years, Steve, a Union Representative for Mine-Mill Union Local 598 said that skilled trade jobs are most commonly contracted-out by Glencore. The company also commonly embeds contract workers in a work crew for up to 60 days (Steve, Union Representative, Mine-Mill). Glencore appeases the union by paying the workers’ union dues while they occupy this role. While this does help the union financially, the loss of the actual member does little to strengthen union member solidarity and power to band together as a solid unit.

Factors Contributing to the Contractor Epidemic

In a broader context, throughout the 1970s, 1980s, and 1990s, USW Local 6500 was fighting contracting out amidst a changing economic climate and changing technology. As a corporation, Inco experienced many changes throughout the 1960s. Inco attempted to expand their operations to Guatemala in 1960 but political roadblocks meant its operation did not actually start producing until 1977 (Saarinen 2013). The company's earnings in 1977 "were half their 1976 level, and 1977 deliveries of nickel were the lowest in 20 years" (Ross 1979). Inco also expanded its reach to Indonesia in 1968 hoping to improve sales to Japan. However, as Saarinen (2013) states, production and sales did not begin until 1978, leaving Inco with years of investment before profits were seen. To fund these projects, Inco "borrow[ed] heavily for the first time in its history ... The horrendous debt acquired by the company required it to take out loans [placing the company further in debt] ... Whereas previously Inco had sold nickel to maintain its position, it was now forced to sell nickel to pay off its debts" (Saarinen 2013:173). Inco's attempts to expand into the global nickel industry affected the union's structural power (Refslund and Arnholtz 2022). Refslund and Arnholtz (2022) define structural power as "the power derived from the workers' position in the production system ... [and] the workers' ability to interfere with [or disrupt] production" (P. 1962). As we see in later years with the sale of Inco to Vale in 2006, the more diversified the company's assets became the less power the local workforce could leverage. Under the ownership of Inco workers had significant power not only because large numbers of workers are difficult to ignore when they hold strong on demands as a group but also because Sudbury workers had power to impact the financial bottom line of the company by withholding their labour. As the majority of

revenues were produced in Sudbury, local workers and unions were able to demand compliance or inhibit production, limiting corporate profits.

Throughout the 1970s, Inco faced “a lessening of demand for nickel ... Inco and Falconbridge mines slowly began to lose their positions as the world price leaders for nickel (Saarinen 2013:174). They also faced a shift in how market prices for nickel were set. Prior to 1979, “Canadian mining companies had established the official price for nickel; after 1979, nickel prices were no longer set by producers; instead, the [London Metal] exchange established the price in terms of world supply and demand” (Saarinen 2013:174), removing Inco’s control in this aspect of the industry. Inco could no longer control the industry pricing by stockpiling or controlling production levels at its Sudbury operations. Sudbury mines held the monopoly for nickel production, “accounting for 90% of the world’s nickel” (Ross 1979), however, Sudbury market share dropped to 10% by 1982 (Saarinen 2013:174). Poor economic times continued to plague Inco into the 1980s as the economy was hit with a recession resulting in declining demand in nickel. This decline continued until 1987 when the market demand increased, and again in the early 1990s with the “breakup of the Soviet Union” (Saarinen 2013:176).

Inco also was forced to invest in its environmental and health and safety efforts due to improvements in government legislation, including making improvements to workers safety in the 1960s as a result of exorbitant numbers of cancer cases among workers employed in Inco’s Sintering plant². Changes to environmental pollution legislation forced Inco to invest in greening projects throughout the 1970s and 1980s as well as the construction of the Superstack in the 1970s.

² The Sintering Plant, a part of Inco’s processing buildings, operated from 1948 to 1963. The plant “produces nickel and nickel oxide from sulphur matte. Sintering created a refined dust made of nickel sulphides and other oxides, and also produced considerable sulphur dioxide. The workers who were exposed to this dust without protective equipment—ingesting these toxic particles—later developed various forms of lung, sinus, and throat cancers” (Zembrzycki 2020:257). Health and safety activists such as Holmer Seguin and John Gagon helped to gain Workers Compensation benefits for workers affected by their time working in the Sintering Plant (Ross 1979; Seguin 2008).

All these financial challenges pushed Inco to seek ways to cut costs, including employment costs, resulting in divestment of certain aspects of their operations. Many of these changes also came through the efforts of unions in Sudbury, Elliot Lake and elsewhere pushing for these legislative changes to ensure the future generations of workers a safer work environment (Heron 2021; Ross et al. 2015; Seguin 2008). The political engagement and influence of labour organizations is key to protecting existing labour rights and lobbying for increased protections (Kumar and Schenk 2005).

Technological change also played a significant factor in declining direct employment numbers and increases to contracting out. As the industry adopted more mechanization and automation, the labour process of mining shifted. The process of mining changed from “primarily manual work, with little supervision and reliance on a bonus system to encourage production, to highly mechanized work and bulk mining techniques” (Clement 1981:23). While the production bonus system, an incentive payment to individual workers provided specific production targets set by the company are exceeded, is still a key part of incentive programs, technological change has made mining less labour-intensive. Technological advancements have also led to the deskilling of jobs into modular pieces rather than valuing a wholesome knowledge of the mining process. Little of the development of the technology implemented at Inco was designed within the company. Rather, Inco relied on “the mining supply industry and co-operation with that industry” (Clement 1981:349). As needed skill sets moved out of Inco and into the mining supply sector, the company argued a need to contract-out as the skills and experience were no longer available within the company workforce. Additionally, the company argued the high number of workers was no longer needed as work had become less manually driven. Technological changes and the expansion of mechanized mining affected union power in several ways. The decline in union membership

negatively impacted the union's internal solidarity and other resources (Levesque and Murray 2010). The loss of members significantly broke down the cohesiveness of the workers and shattered their collective identities. First, the decline in the number of workers (union members) needed to perform jobs that were once labour intensive also resulted in less union membership dues which would limit the financial resources or the financial power (Harrison and Kelley 1993; Perry 1997) of the union to forward grievances to arbitration, maintain union halls, and financially support community engagement. As Perry (1997) states financial constraints are an issue for small and large unions alike. Perry uses the example of United Auto Workers (UAW) and the financial constraints the union felt in the 1990s as the Big Three auto manufacturers (GM, Ford, and Chrysler), engaged in downsizing through attrition and outsourcing.

The idea that automation does not lead to a decrease in the overall number of workers is evidenced by Josh, a retired union representative, who disputes the argument that jobs were lost because of technological advancements. As he recalls, a significant number of jobs were lost through attrition. Contractors filled these jobs rather than union workers.

[Inco was] contracting these jobs out, a lot of these jobs there were operations where guys would retire, they wouldn't replace, which was labour-type people who operated, but then there was mechanics, instrumentation, electricians, instrumentation, all different trades like we used to train our own at one time, apprenticeship program, and then they just stopped the apprenticeship program. You're right, they would contract out ... by 1991, we started looking at all the contractors that were taking our jobs that we used to do so when we went to the bargaining table—and we had great bargainers—they said, "We've got to do something about this because this is getting out of control here." So they [created the contracting out rep position and he], started the ball rolling, he had a partner from the company and they would talk about different contracts that were going on then he'd let them know— At least we were getting an eye and a handle on who was using the contractors and where we were using the contractors and for what, so it, like— Dennis was only one man and he could only do one job and that's a big area, there was the smelter and the mines. What really scared us is when they started letting the contractors come in and do our

mining, that's when everybody said, whoa, we gotta stop this, so I think it was in 2000. (Josh, Retired Union Representative, USW)

While there is no denying technological advancements did reduce the need for the large workforce Inco employed prior to these developments, the argument cannot explain the continued use and expansion of contracting out except as a management strategy to control costs and remove power from the union. However, I agree with Josh that this point does not hold entirely true. While the inclusion of automation and increased technology led to less physical labour, a greater number of workers is needed to maintain daily operations than are directly employed. This is evidenced by the historical and continued high level of contract workers employed daily within the company's operations. The nature of work may have shifted, but the level of employment needed to run the Inco operations remains high. The true number of workers needed to operate the Sudbury mines is not fully reflected if only the direct employment numbers are examined.

In terms of labour management relations, while the relationship between Inco and Local 6500 was always adversarial, as are any union-management relations, the union held the belief that they shared a common goal and history with Inco as discussed in Chapter 6. However, management strategies under the ownership of Vale are vastly different. Vale's strategies of contracting out and its laser focus on core competencies have helped to further grow and solidify the significance of the mining supply and services sector, contributing to the flourishing of the temporary employment industry in Sudbury. The expansion of a contract-based workforce has been a strategic management strategy used by Vale to increase flexibility and limit the power of the union. The mining supply and services sector impact union power in several ways. First, the industry was created as the larger mine owning companies, Inco and Falconbridge, began to divest from parts of their operations they deemed nonessential. With this divestment came a loss of union jobs and a decline in union membership. Declining membership resulted in the union having less financial

power, less union dues, and less structural power. Fewer members mean less resources to limit or disrupt production and divided solidarity for union causes.

The relationship between the company and the union changed with the ownership of Vale. Despite the adversarial relationship that existed between USW Local 6500 and Inco, there were always periods of cooperation (Will, Union Representative, USW; Alex, Retired Union Representative, USW). Although they used to work well together on contracting out, since 2010, the union has found the company to be difficult and uncooperative to work with (Connor, Union Representative, USW). Since 2010 the union argues that the company does not follow the terms of the collective agreement and puts the union in a position where it must file an inordinate number of grievances. The union further argues that one of the company's main management strategies is to continually increase the number of jobs done by contractors. One example given was the job of washing the equipment. Connor explained that, before the strike, this task was performed by unionized employees; "after the strike, these jobs have gone to the contractors" (Connor, Union Representative, USW).

Jonathon explained that the union sees that Vale has a very different management style from Inco. He argued that when comparing the management style and decision-making strategies of Vale, under the ownership of Vale, relations have

actually, fallen backwards ... I feel like we're having conversations that our brothers and sisters did back in the '50s. Where we're fighting for certain things, it's like – "Why are we talking about this?" But it's just this whole, and I think it's because of the developing countries that they worked in, they come in here and they go "Well this is what we do." And we're like, "No, that's not what we do." We've had those [rights for generations], my grandfather fought those fights. (Jonathon, Union Representative, USW)

When Vale took control of the Sudbury operations, the union noticed a shift in the working relationship with management:

[The working relationship between Local 6500 and Inco] was going really good, till the Brazilians bought us, and they started coming around the plants. Their management were studying how the old Inco was working and were asking questions [about our work processes such as] “Why is that guy in the office?” and it came down to, our negotiations, 2009–2010, when we were on strike for a year and the company said that they would not touch the contracting out rep and they turned around, and when we came back [from the strike], they sent everybody back to work [at their regular jobs] and we said it’s not in the union, it’s not in your contract... so, we couldn’t fight about it, we had nothing to fight about so, that’s where we kind of went with it, but my permanent job here at the union hall was, it was like the leader of all the reps, that was in the book, so they didn’t dare touch it, so, I ended up replacing the guy that retired and, I’m sitting here alone doing all of Vale instead of having seven to eight reps under me that would kind of guide me, help, need my guidance and I would just go to management and say, “Listen, we’re having a hard time at North Mine,” you know, so... that’s where we were at right now, and Vale loves it right, we lost total control of all contractors, we end up taking five out and 10 comes in the backdoor, so that’s why I think we kind of like— They love it because they kind of— whatever they want, right. (Jonathon, Union Representative, USW)

The management style of Vale was not only clear in its daily operations and interaction with the union, but also during labour negotiations. Throughout the history of Local 6500, there have been numerous strikes and contract negotiations. However, as suggested by Peters (2010), the union quickly realized during the 2009–2010 strike that Vale’s approach to a labour strike would be much different than any strike in Inco’s history.

Despite the limited success of the union in curbing the practice of contracting out, the union has not remained silent throughout this process. The union has continually attempted to challenge the company’s practices within the plant, through collective agreement language and on the picket line. In the next section of this chapter, I turn to a discussion of the resistance strategies, or conflict resolution strategies as discussed by Bennett and Kaufman (2007) and giving a voice to workers as stated by Freeman and Medoff (1984), used by the union over the past fifty years including: including (1) plant-level resistance in the form of direct action (2) plant-level resistance through the grievance process; (3) contract language; and (4) strike activity. While these strategies have

evolved throughout this time period, they have proven limited effectiveness as methods of resistance against contracting out.

Plant-Level Resistance: Direct Action and Grievances at the Plants

Within the plants, workers took action to dissuade contract employees from entering the job sites through direct-action activities. Workers engaged in activities to exude their structural power as referred to by Refslund and Arnholtz (2022) where workers engage in activities to slow or interfere with production. Underground miners took an aggressive approach to scare off the contract employees and make them feel unwelcome. Dylan, a retired union representative, recalls some of the actions taken by workers: “[around] 1973, ‘74 it was nasty ... we used to sabotage their equipment, we used to shit in their lubricating machines, I’m not lying about that ... it was war” (Dylan, Retired Union Representative, USW). In the underground work environment, workers saw contract employees as a threat to safety, security, and to their monetary incentives such as their production bonuses.

Historically, not all workers took the same approach to fighting off contract workers at the plant level. Some work areas saw contracting out as a greater threat than others. Several interviewees suggested that the transportation department, a surface operation, for example, were more passive in their reaction to contracting out than were the men underground:

...[T]he transportation guys, they were very comfy with the contractors. Because they had jobs for their kids, they had jobs for— when we went on strike, they go and work for the contractors.... Guys in the transportation department would be right there watching these contractors drive back and forth across the gates. And never say a word. (Ryan, Retired Miner/Former Bargaining Team Member, USW)

The sentiment of contract companies giving jobs to unionized workers' children continued to more recent accounts and seems to be an acceptable concession for Vale and for workers. Paul, a USW rep, expressed how it is still fairly common for male workers in the Sudbury area to follow in their fathers' footsteps to become mine workers. He says contract companies are used as training grounds for young workers. Paul states:

I would say 80% of the contractors employed in the Sudbury Basin are fresh out of school, fresh without experience and are learning bad habits. Of course, it makes sense for Vale, they have no liability, all the liability is on the contractor. (Paul, Union Representative, USW)

As argued by Lewchuk et al. (2011), companies shifting to precarious and contract-based workforces offload the commitments of direct employment. Training is one of these commitments. Vale saves on the costs and time of training new workers when it hires only experienced mine workers. The company's shifting of responsibility for new and young workers to contract companies may have contributed to Local 6500's change in response to contract workers, from aggressive or destructive plant-level retaliation to a more disciplined response. Presumably, from the union worker's perspective, it is unlikely that a father would sabotage his child's equipment. Evidence of contract workers and direct-action responses, caused internal conflict within the union itself:

Every membership meeting there'd be arguments about the contracting out stuff... between the guys who thought it was an issue and the guys who thought it wasn't. The guys that thought it wasn't, would say, "We got bigger issues than worrying about that, we got 65 guys who lost their jobs." Wait a minute, we got 18,000 guys here who could lose their goddamn job if we don't do something about the contracting out.... Ya, that'd be exchanges on the floor about contracting out: "We gotta get rid of these bastards, they're stealing our jobs." 'Cause you know, where does the thin edge on the wedge stop? (Ryan, Retired Miner/Former Bargaining Team Member, USW)

This internal conflict further weakened union strength and solidarity by allowing the company to pick away at union jobs, essentially relinquishing control to the company in exchange for short-term payoffs.

The membership supported the union through the filing of grievances in relation to contracting out. Clark (2000) suggests grievances are valuable in the pursuit of a supportive membership as they “are often visible to members. Seeing the union “in action” can have a positive impact on members’ attitudes toward their union and toward unions in general” (P. 90). Clark (2000) suggests a union can influence member commitment by ensuring that the grievance process is viewed in a positive light. If members feel the process is being handled efficiently and they are represented by the union, grievances have the potential to impact the membership in a positive way no matter the outcome. Procedural justice may have a greater influence on the membership than the outcome of the grievance, or the distributive justice aspect, since “the union has more control over how the case is handled and presented than over how it was decided ... outcomes are a joint product of the union, the employer, and quite often an arbitrator (Clark 2000: 95). Throughout the period of 1969 to 2020, the number of grievances continued to mount, and the grievance process was very much in use. Yet the use of contractors never abated. While, historically, the exact number of contract workers was not recorded in accessible documents, Cole, a union representative with USW Local 6500, stated that, in the late 2010s, at any given time, there could be more than 3,000 contractors working within the plants. Jonathon another, USW union representative, confirmed that contractors easily equal their approximately 2,700 members. He claims it is too great of a challenge for the union to accurately compile an exact number of contract workers on site. Cole claims that even Vale has a tough time keeping track of the number of contractors. However, this seems unlikely.

While workers presumably felt a sense of power through these forms of direct action as discussed in this section, they appear to be unsustainable and ineffective. The union was not able to use this form of direct action to influence a change in the contracting out practices of the company or promote a culture of solidarity among the workforce. USW Local 6500 also has a history of advocacy in health and safety. Many of these actions have potential negative safety and health effects for workers, unionized or not.

While some workers saw perceived gains in ignoring the presence of contract workers, such as personal kickbacks or jobs for their children, other workers filed grievances with the union protesting not only the presence of these workers but also the resulting loss of overtime hours and job postings, and even concerns over health and safety (Tom, Retired Union Representative, USW). In the February 1971 edition of *The Searcher*, union president Mickey Maguire encouraged union stewards to file grievances in cases where contract workers were performing union jobs. He also calls on all workers to aid in the fight against contracting out. Maguire states:

We intend to continue fighting this problem by every means possible but, we need your help. If these sub-contractors are moving into your plant, please get all the pertinent information, e.g. number of men involved, type of work they are doing, the area in your plant where this work is being performed and the method e.g. safety procedure, overtime etc., into the union hall as soon as possible. Believe me brothers this fight concerns all of us. (*The Searcher*, February 1971).

Several years later, Maguire writes in the January 1976 edition of *The Searcher*:

What changes would we like to see take place in the upcoming year? I would like to see some improvements in our industrial relations which hopefully could mean a decrease in the thousands of grievances that are being processed at the present time. Management could make this possible by eliminating contracting out; by making proper work assignments; by honouring the seniority clause; by proper job posting; shift scheduling; rates of pay and many other violations of the CBA; this is one area where there is a real opportunity to improve “employer-employee” relations.

Unfortunately, Maguire's hopes for change in 1976 did not come to fruition, as demonstrated through the experiences of Tom, a former USW union representative from the 1990s, who stated:

... there was so many grievances that went in ... I had over 1,000 contracting out grievances in. Just for contracting out. I mean it didn't matter if there was a contractor around the place, he was doing a job that was our core work, I grieved. And other people grieved, and I made sure that we had that we had active stewards, especially the surface plants, that ran into the thousands of grievances. (Tom, Retired Union Representative, USW)

According to Tom, by the mid-1990s the union convinced Inco to take a more cooperative approach to the issue of contracting out. This may be attributed to Inco's operational expansion of Craig mine and profitable times which the company did not want to interrupt (Saarinen 2013). The continual decline in union membership numbers caused by multiple rounds of layoffs throughout the 1970s, 1980s, and early 1990s had decreased unionized workforce numbers to less than 6,000 (Leadbeater 2008; Saarinen 2013). While continuing to push down union membership numbers, according to the union, Inco also attempted to push the boundaries of the collective agreement, disregarding language on contracting out resulting in a significant number of grievances. To address each grievance was costing both the company and the union lost time and money. Tom states:

[G]rievances were your teeth because you took a lot of staff reps out of their jobs because they have to hear them, because there were four stages at that time ... the first step that was heard between you and the foreman, the second was, it was heard at the plant with the superintendent the IR rep, the griever and steward and committeeman. That's [time] off the job now. That was one grievance. Now from there, the third stage of grievances went to the Copper Cliff where you had your superintendent going back to what I said at the second stage, it was the general, it wasn't the superintendent, it was below him. Down, down from him, general foreman—told you I'm a little rusty—And that was at second stage, third stage was the superintendent, had to be them, superintendent or it could be the manager or himself or whoever could make that, and you could probably hear, I think, we scheduled anywhere from 15 to 18 grievances there for the afternoon. Your stewards were off the job from 10 o'clock to the rest of the day, they had their grievances to do, so they were off their job for that day.

If they were on shift work they would get paid from the time that they were there until they had to go back to work, they were allowed two hours to report back to their jobs and the union used to make it two hours for their time in the morning. So as you can see a lot of money was being spent on grievances especially when you got thousands in the bin. [And we had literally] thousands in the bin. That was [just] contracting out. (Tom, Retired Union Representative, USW)

Grievances were a means to put strain on the company's resources. Engaging with the company through the grievance process gave the union a position of power. The company was obligated by the collective agreement to listen to the grievances and work with the union to resolve these issues. The union was also able to ensure the company representatives were monopolized by the process during grievance hearing days. According to Clark (2000) the effectiveness of the grievance process is measured by the views of the membership. However, Clark also stipulates that this is an ambiguous measure since not all members will measure effectiveness equally. Contracting out grievances increasingly became a strain for the union. The significant number of grievances as well the continuing expansion of contracting out led to the creation of the full-time contracting out representative position. This position was created to manage the grievance workload in this area, help monitor and track the number of contractors and be the liaison with the company regarding contracting out. More generally in relation to union power, the addition of this position aimed to provide the union with better oversight of the extent of contracting out in order to better regulate the working conditions of their members and to ensure the longevity and sustainability of union jobs. The creation of this position was an effort to streamline and make monitoring/tracking contracting out more efficient. This person was

... a kind of a go between the hall and the company and he was hooked up with a staff person on the [company] side that was your job, there was one person that was appointed by the union to be a contracting out facilitator. (Tom, Retired Union Representative, USW)

While much of the monitoring of contracting out was being done before the creation of this position through committee work and union representatives in the plant, the union centralized the focus on contracting out to one individual and provided greater oversight on the issue. This position was one of many additions to the contract language the union was able to negotiate in the 1990s. The number of grievances over contracting out continues to be high; more recently, in 2020, contracting out accounted for over 70% of the union's grievance workload, making grievances the main way the union is fighting against contracting out in the plants with the intent to put strain on the company's human and financial resources (Jonathon, Union Representative, USW, pers. comm., unpublished data). According to the union, each grievance takes several hours to investigate. This is in addition to preparation time needed prior to a grievance hearing where the union, management, and the worker meet to discuss the grievance (Jonathan, Union Representative, USW). This process accounts for numerous lost working hours. If the grievance progresses past this formal meeting to further legal action, such as an arbitration, additional and significant financial resources must be allotted to lawyer and legal fees.

Despite the significant number of contracting out grievances that the union has brought forward throughout its history, it has only advanced one grievance to arbitration. The union was unsuccessful in its efforts at the arbitration stage because of the advancement of the contracting out grievance. Historically, USW Local 6500 decided to not take contracting out grievances to arbitration:

That's been the common standard for us, that's not our position, but it's been the common standard through the last, I don't know, 20, 30 years. We don't take contracting out grievances forward because we're afraid to lose them. Because we don't have solid language, we have better language now, we've come around with some better language in the letters that we have, but we think that we and the grievances that we did bring in the past, I think was politically driven, that they said, "Well let's bring it." Uh, sorry, we told the membership we brought

it, "We lost, sorry." I think it was more politically driven than actually trying to win the grievance. That's my opinion. (Jonathan, Union Representative, USW)

Taking a grievance to arbitration is significant because it is considered "a final and binding process to resolve disputes about the interpretation, application and administration of a collective agreement during the life of that agreement" (Government of Ontario 2021). At the time, it was Jonathon's view that the union did not have confidence they would be successful at arbitration primarily because the language left room for interpretation or lacked strength. As discussed in the following section of this dissertation, while USW Local 6500 continually negotiated revised and what they perceived as improved language, these contract inclusions were not enough to deter the company's practice of contracting out.

Alex, a retired USW rep stated that throughout his career, the union purposely flooded the company with grievances to put a strain on the company's finances. Alex states: "we would take it to third stage, cost them money, and then we'd drop it because we couldn't be successful going through to arbitration, because we had no language" (Alex, Union Representative, USW). Jonathon, a recent USW union representative, stated that about seventy percent of the grievance load was those related to contracting out in "one way or another". Despite the volume of contracting out grievances being so high, the union has only ever taken one contracting out grievance to arbitration and unfortunately lost. Justification for not taking the contracting out grievances to arbitration was two-fold. First, as stated by Jonathon, taking a grievance to arbitration is very taxing on the union resources being both time consuming and expensive. Jonathon states: "we get so many arbitration dates in a year, and usually we can fill them with discharges. We have enough discharges that our arb dates are already spoken for" (Jonathon, Union Representative, USW). Secondly, the union does not think they can win at arbitration as articulated by Alex who stated: "we don't have the language, and we could never get the language because our guys would

never strike for contracting out. Never” (Alex, Union Representative, USW). Despite having language in the collective agreement on the issue of contracting out Alex did not believe the language was ironclad

We had no language... when you have language and which says the company will endeavor, what's endeavor mean, uh to limit contracting out. What's that mean? We'll endeavor, we'll try to limit contracting. So like I said, we would take it to third stage, cost them money, and then we'll drop it because we couldn't be successful going through to arbitration, because we had no language. And like I said, we couldn't bargain language because our guys were not going to uh, make that a strike issue. So yeah, [the company] knew and we knew that at the end of the day we were going to have to live with the system (Alex, Union Representative, USW).

While the grievance process was used at the plant level, Alex acknowledges here that the union has to use the process because the contract language alone does not place the union in a position of power to limit contracting out. The systematic and persistent use of grievances are a way to reinforce union power at many levels. Through the grievance process, the union demonstrates its ability to represent the interests of their members. While each grievance may represent a single worker or a small group of workers, on a larger scale contracting out grievances represent the overall security of the union and the future of the unionized workforce as a whole. If the union is able to gain a resolution from the company, the union is demonstrating their ability to uphold the collective agreement language protecting the rights and conditions of work for their members regardless of whether they go to arbitration. While the grievance process appears to have been successful in straining corporate resources and continually calling attention to contracting out as an issue of concern for the union, it has been relatively unsuccessful in limiting the practice of contracting out long term. The union has acknowledged, since 1969, the fact that language on contracting out contained in the Contract Bargaining Agreement (CBA) needed to be stronger.

Pushing for Change Through Contract Language

The expression of union power is most evident in the struggle to include contracting out language in 16 collective agreements from 1969-2020 (See Appendix A). In the analysis that follows, interviewees express their views on the success of language inclusion, when they were able to decrease contracting out levels but also the perceived failures of contract language. Interviewees comment on times where the union was less successful in terms of the collective ability to regulate the use of contracting out labour. While short-term wins and losses in the attempt to limit contracting out could be seen at the plant level, long-term, contractual changes took place through the collective bargaining process. This contract language would, in theory, force the company to abide by the terms and conditions negotiated upon - to limit the use of contract workers — thus maintaining union jobs. However, as seen throughout USW Local 6500 history, it is not merely the language that gives the union strength, they must have the power to enforce the language, which has been an ongoing struggle for the union.

USW Local 6500's fight against contracting out through bargaining began in 1969 (see Appendix A). In 1969, nickel was in high demand due in part to the Vietnam war, and Inco had not accumulated a large stockpile of nickel as it had done previously before contract negotiations in case of a strike (Hallsworth and Hallsworth 1993; Seguin 2008). If the company was to capitalize on the high price of nickel, it needed to increase production. This left the union in a good bargaining position. This set of negotiations was significant for USW Local 6500 in many ways. This was the first agreement the union negotiated with Inco to include contracting out language, and it was established following a four-month strike. The union felt contracting out language was necessary because, as one key informant stated, "Contractors were killing us" (Dylan, Retired

Union Representative, USW). Homer Seguin, president of USW Local 6500 during the 1960s, recalled:

We made the negotiations in 1969 the first big challenge to the state of the language in the contract...The contract language had basically not been changed since the first contract between INCO and Mine Mill away back in 1944. (Seguin 2008:58)

The union viewed the use of contract workers as a significant threat to their security. In an attempt to combat this threat, Inco agreed to make an effort to “minimize” the use of contractors and meet with the union twice per year to discuss ‘contracting out’ practices “during the preceding six (6) month period” (INCO/USW Local 6500 Collective Agreement November 1969). The 1969 collective agreement included Article 2.3 stating:

The Company agrees that the Union has an understandable concern over “contracting out” by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services, and to operating efficiency, and to the time required to do the work, use its best efforts to reduce the amount of future production or maintenance work to be “contracted-out” during this Agreement as compared with the amount carried out during the previous Collective Agreement. The Company further agrees that, on the request of the Union, it will meet with the Union and the Local Union at each semiannual anniversary of the date of this Agreement to review, and to enable the Union and the Local Union to make representations with regard to, the Company’s “contracting- out” practices during the preceding six (6) month period (INCO/USW Local 6500 Collective Agreement November 1969).

While I consider it a positive gain that the union was able to negotiate this language, the language itself was obviously insufficient to compel Inco to limit contracting out. During the time of negotiations, Inco was probably more motivated to avert a strike and therefore agreed to language it may not have agreed to in different circumstances. Inco was financially constrained as a result

of the expansion of its operations to Guatemala and Indonesia, declining nickel prices, and the loss of demand after the wartime boom (Saarinen 2013). Despite these language gains, the process of contracting out continued to expand as Inco essentially ignored this part of the contract. As discussed above, the union had to file a significant number of grievances against the company's disregard for the established language. While perceived gains to contract language are viewed as a win to the union, it is really the union's ability or level of power to enforce this language that is key.

Under the leadership of Mickey McGuire as president³ USW Local 6500 signed a three-year agreement with Inco on July 10, 1972, averting a strike. In terms of contracting out language there was no significant change included with this agreement. The contracting out clause was changed to Article 2.4 to make way for the addition of a separate clause, Article 2.3, which focuses on technological change. While the union recognized that advancements in technology were resulting in declining membership numbers, they were unable to insulate their members from the resulting layoffs throughout the 1970s and 1980s. In 1972, Inco reduced its workforce by over 3,000 people in attempts to limit costs and tighten budgets due to its bleak financial position. The declining membership numbers significantly weakened the strength of the union. Resources that may have been allotted to limiting contracting out had to be allocated to labour adjustment efforts for workers. The union and its workers were also mentally drained by the loss of fellow workers and the fear of ongoing layoffs. The loss of union mining jobs contributed to a push by the City of Sudbury to develop a diversified economy (Closs 2008), meaning more citizens were less directly connected to mine work. This left a gap in ties to the community resulting in reduced community support for the labour struggles of the union, which has continued to today. Over the next decade,

³ Mickey McGuire was elected as president for two terms from 1970–1976.

the company continued to decrease the workforce through massive layoffs and outsourcing. The union recognized the connection between the layoffs and the rise in contracting out. Leo Gerard, Chief Steward at the time, stated:

The Company has never at any time removed contractors without pressure from the employees. Contractors are in every plant and perform all types of work. Every contractor who performs work at Inco is stealing work that should be done by our people. We have negotiated rates of pay for certain jobs. If the Company forces us to put our jobs up for bid to scab contractors who pay considerably less and whose employees have no benefits and very few rights we can be sure that they have not bargained in good faith and will continue to do so as long as we, the workers, do not fight for the jobs that should be done by people from the bargaining unit. We have had our ranks eroded from 18,000 to less than 15,000 — how many contractors helped that occur. (*The Searcher* 1977a:7)

Membership numbers continued to decline as Inco increasingly used contractors in all aspects of their operations. The union recognized that contract language was not enough to limit contracting out and enlisted the help of the membership to identify contractors on site. President David Patterson⁴ urged members to take note, saying “any contractors you see working anywhere in Inco plants that you get the Company name of the contractors and the number of the machine, the date, time and place of the incident and the work that was performed. Give this information to your steward or phone it into the Union Hall” (*The Searcher* 1977b:1). The union hoped this would allow them to better track contracting out and also help them prepare for the upcoming contract negotiations. In addition, urging members to become involved in the process may have been a tactic to stretch union resources or gain support for making contracting out a strike issue. It may have also been an attempt to increase solidarity amongst the membership. While contracting out was obviously still a contentious issue for the union, as seen through worker interview accounts

⁴ David Patterson was president from 1976-1981. During this time 1 three-year contract was signed and the union engaged in a 261-day strike from September 16, 1978-June 3, 1979.

and historical documents, it seems clear that the main focus of the union was to challenge the layoffs whenever possible. As a result, no significant changes to the contracting out clauses of the collective agreement were updated in 1977.

Inco carried a deficit into 1982. The demand for nickel was low and Inco was once again forecasting layoffs (Brasch 1997). This was concerning for the union given the high level of contracting out within the plants. Gary Patterson, Chief Steward Mines, stated:

Over the last few months, there has been a lot of talk about the layoffs at Inco. When the Company first announced the layoffs there was supposed to be eight hundred and fifty men being laid off. Well, through the efforts of Ron MacDonald⁵ and the Union, the number was reduced to one hundred and eighty-nine as of March 26, 1982. (*The Searcher*, April 1982: 3)

The contract signed in 1982 was the result of a 32-day strike which lasted from June 1, 1982 to April 3, 1983. Following the strike was a 275-day production shutdown. While there was no change in the contract language around contracting out during this period, the union struggled to limit layoffs and maintain a level of union power despite the loss of members. Many of the union stewards had been lost as part of the layoffs and the union pushed to encourage members to become involved (*The Searcher* 1983). Contracting out continued to be a concern of the union throughout the length of the contract as did the need to strengthen the language in upcoming negotiations. Union Guard Bruce McKeigan stated that “although the language in the C.B.A. is weak we will continue to fight and believe there is no justification for the high number of contractors on Inco property while we face layoffs” (*The Searcher*, 1983:9). Inco continued to reduce its workforce and membership numbers dropped to 8,600 by 1985.

⁵ Ron MacDonald was president from 1981-1987, during which time two three-year contracts were signed and the union participated in a 32-day strike June 1, 1982–April 3, 1983. Following the strike was a 275-day production shutdown.

By 1985, Inco was finally showing a profit; however, the union was suffering. Its membership numbers were down to approximately 8,600 workers and contracting out was continually increasing. The union had the goal of improving the language around contracting out.

Prior to the negotiations, Vice President, Norris Valiquette stated:

My opinion is that we are not as successful as we would like to be in these matters, basically because the “language” in our contract is not strong enough in our favour, therefore we will have to carefully consider effective changes in the upcoming negotiations with Inco. If we do not insist on changes that give us better job security, it won’t be long before we will line up at the gate each day and let the boss select who he wants to work that day like they did in the “old days”. Inco has become a very tough Company. They have recently shown a small profit due mainly to their attitude of “axing” employees from the payroll and leaving those of us who remain to pick up the added workload. Inco has made it clear “they aren’t finished yet” so we have to let them know that they have reached the limit of pushing us around. (The Searcher 1985:3)

The union was acknowledging that the contract language was weak around contracting out, yet at the same time celebrating changes to the language. In an attempt to strengthen the language on contracting out, the final agreement included a *Letter of Agreement* (see Appendix A) on the matter stating the following:

The parties recognize the desirability of minimizing contracting out while maintaining a high degree of manpower flexibility in order to allow Company employees to perform the available work on a cost effective and competitive basis.

The Company renews its commitment to minimize the amount of production and maintenance work to be contracted out.

For the purpose of assisting in the efforts to minimize contracting out, the Company agrees that persons employed by contractors shall not operate Company owned equipment, except in cases of emergency.

In addition, no employee will be demoted or laid-off as a direct result of work being contracted out by the Company (INCO/USW 6500 Collective Agreement 1985).

The union gave into such language as “flexibility” to avoid a strike and make gains to pensions and benefits. As a result, contracting out increased as union membership numbers continued to decline. With the settlement of the 1985 collective agreement, the union felt that it made significant contract language improvements stating:

the Bargaining Committee negotiated improved contract language in contracting out, tech change and safety and health. A nickel price bonus was instituted, as well as gains in pensions and benefits, incremental wage increases and short term layoff protection (4 months). (USW Local 6500 2021)

While the union may have seen such language as “[f]or the purpose of assisting in the efforts to minimize contracting out, the Company agrees that persons employed by contractors shall not operate Company owned equipment, except in cases of emergency” (INCO/USW 6500 Collective Agreement 1985), a success, in reality the company just became more creative. To avoid being in violation of the contract language, the company began to lease their equipment instead of purchasing it or bringing in equipment owned by the contract company, ironically increasing their participation in the mining supply and services sector. This issue has continued to plague the union. Tom, a retired union representative, stated that, by 2003, 40% of the union’s grievances involved contractors using company equipment — or in the eyes of the workers, union equipment.

In December 1986, Recording Secretary Randy Taylor described contracting out as having reached an “epidemic level” (*USW Searcher* 1986: 5). Throughout the 1980s and 1990s, it “became standard practice to accept job cuts as long as there were no layoffs. Many thousands of jobs were given away at great cost to the union and to Sudbury. During the same period, contracting out continued to grow while Local 6500’s membership dropped from more than 18,000 to fewer than 4,000” (McKeigan 2008:256). Ryan started as a union steward in 1970. He was

elected to the bargaining committee for the 1978 negotiations and again in 1985. To his recollection, contracting out was not a big issue during the 1978 or 1985 negotiations:

I was thinking about that and I think, you know, usually when you have a problem or there's an issue you have strong language, contract language, and I know we spent a lot of time in pensions and upgrading our jobs, wages, moving from mine to mine, and the contract language as far as contractors go it was weak. ... in the two sets of negotiations I was in, I don't remember us discussing it, back then it wasn't a big issue. All we had in the contract was, "the company would endeavor to reduce contracting out." Well it was pretty weak language and that gives you an idea about contractors at that time, we used to hold meetings with the company about contractors but it was a big, a big issue, we'd meet with them and "why is this contractor here?", mostly in Copper Cliff, and "why can't our members do that?" It wasn't a big issue with the members at that time, so contracting out in that period— When I was involved it wasn't a big issue. (Ryan, Retired Union Representative, USW)

The next several contracts were settled without a strike (1988⁶, 1991, 1994). However, the union made small gains in terms of contracting out. Some gains made by the union were in 1991 when the union negotiated the inclusion of Schedule U, the Contracting Out Information and Review System, which divided work into small contracts, mid-size projects, and major contracts, and outlined the procedures that the company agreed to follow when contracting out work. This was the union's attempt to monitor contracting out, which proved ineffective. Inco's arguments for the use of contractors included the lack of capacity among union workers, the lack of skills needed to complete the work, or the financial savings they associated with contracting out. The union thought they could rationalize with Inco, showing how union workers could do these jobs more efficiently and cheaper than contractors, especially the small and medium jobs.

In relation to contracting out, the highlight of the 1994 agreement was joint establishment of a full-time contracting out rep and a role in the company equivalent to manage contracting out.

⁶ Dave Campbell was elected as president four times from 1988–2000. During his time as president, four three-year collective agreements were settled. The last set of negotiations in 1997 led to a 26-day strike from June 2 to June 27, 1997.

The establishment of a full-time contracting out rep for the union allowed this individual to focus solely on the issue of contracting out, making it an ongoing priority. Prior to this addition, plant reps would split their time on all issues at the plant. It also gave the union a broader picture of the level of contracting out within the plants and a clearer picture of just how vast the contracting out epidemic had become.

The 1990s ended as economic conditions began to improve for the Sudbury mining industry, but in January of 1999 the company was in the “worst financial shape since 98 years ago when the company was established” (Brasch 2005:8). The poor economic conditions coupled with low nickel prices led Inco to downsize its workforce by an additional 500 workers through attrition and layoffs, leaving the number of workers at about 4555 (Brasch 2005; Saarinen 2013). However, by the end of the year, economic conditions had improved; nickel prices had increased, and productivity was up, in part, by the “[i]mplementation of the 10 and 12-hour shift – 7-day schedule - 40 hr. week” (Brasch 2005:8). Despite the improved economic conditions and Inco beginning to hire, the level of contracting out remained high. By this point, Inco had firmly adopted contracting out as a cost-saving management strategy; contract workers were essentially disposable for use in peak periods and the company could avoid mass layoffs during low times as there was no commitment to continued employment for contractors.

The 2000s were a decade of change for the union and for the Sudbury mining industry as a whole. Local 6500 referred to the 2000 contract as a “breakthrough contract for the new millennium. It included improved contracting out language, an improvement in virtually all benefits, pension increase, improved vacations, out-of-country benefit coverage, signing bonus and an increase to vacation pay” (USW Local 6500 2021). The efforts of the union’s full-time contracting out representative provided the union insight as to how they felt USW Local 6500

could work with the company to reduce contracting out. As part of the union's strategy during the 2000 round of bargaining, the union proposed a joint venture — a contracting out steering committee — with the company to reduce contracting out by 40% (Brasch 2005). The changes to the language around contracting out was in the letters of agreement outlining the establishment, and it included a 'contracting out Steering Committee'. The agreement had two main goals:

1. To reduce significantly the current amount of mining development, production and support work performed by contractors;
2. To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the 2003 Collective Bargaining Agreement". (INCO/USW 6500 Collective Agreement 2003)

Tom, a retired USW union representative, explains:

We wanted to cut down [contracting out] mainly on capital jobs which were the huge ones like in the millions of dollars. We wanted to attack the core work, which is jobs that we can do, that's what we're hired to do, [but they] bring in contractors ... 40% is a very aggressive chunk of change (Tom, Retired Union Representative, USW).

While the union was able to attain a short-term decrease in contracting out of 40%, they were unable to sustain limits to contracting out. At that time, each plant had an assigned representative within each plant. Once the 40% decline in the level of contracting out was achieved in the specific plant, the union representative decreased their focus on the issue. Without constant oversight by the union, the company would once again ramp up its use of contractors (Tom, Retired Union Representative, USW). The union was not able to sustain the constant state of vigilance that was required to limit the company's use of contracting out. To do so would have required the shifting of all resources to this cause at the cost of other union issues.

Another part of the strategy to cut contracting out by 40% was the creation of the All Mines Crew in 2000. This crew was to consist of "eighteen (18) new employees to perform general mine

reconditioning work, such as shotcreting, drift reconditioning and related work” (INCO/USW 6500 Collective Agreement 2000). This mobile crew was put in place as an attempt to limit contracting out by filling a short-term need. While, in theory, this crew would resolve the need to hire contractors to perform these jobs, the initiative was short-lived. Workers opted to take positions at Inco which offered a permanent placement rather than a mobile work environment. As these workers left the crew, Inco did not replace them. In the next round of negotiations, the All Mines Crew was abandoned. This is yet another demonstration of how, despite having negotiated language and an agreement with Inco to work cooperatively to reduce contracting out, the union was able to achieve short-term wins but not sustain long-term gains. Alex argues that despite perceived gains to the language regarding contracting out, language is still in fact fairly weak. He states:

when you have language which says, “the company will endeavour” - what’s endeavour mean, uh - “to limit contracting out.” What’s that mean? We’ll endeavor, we’ll try to limit contracting. (Alex, Retired Union Representative, USW)

Like most contact settlements, the language contained in the agreement is important, but it is only truly effective when it is enforceable by the union. Since 1969, the union has gained and expanded upon the language governing contracting out within the collective agreements. However, as evident above, the union still had to rely on the grievance process to ensure the company was upholding the language. The language alone did not provide the union with enough power to regulate the workplace. Also, while the inclusion of contact language and additions made throughout the 16 rounds of bargaining are seen by interviewees as a union win, the need for the expansion of the language demonstrates the union’s inability to curb the company’s strategy of contracting out. While contracting out has never been a sole strike issue, as previously stated by

Alex, USW Local 6500 has utilized labour's so called 'most powerful weapon' the strike, several times throughout the history of the union.

Utilizing the Power of a Strike

Between 1969 and 2020 there were 7 strikes the USW engaged in with Inco and later Vale (see Appendix B). Within this time the union withheld their labour for cumulatively over 2.7 years. Unions have engaged in strikes in order to “exert pressure on the employer to come to an agreement with the union” (Ross et al. 2015). Historically strikes have been the greatest expression of union power, the ability to withhold their labour and return to the workplace with an improvement to wages and working conditions. At one time, strikes were described as the union's most powerful weapon (Panitch and Swartz 2003). By withholding labour power through a strike action, unions could influence the outcome of contract negotiations, improving conditions in the workplace and the lives of workers, effectively influencing social change. Camfield (2011) argues “[s]trikes can demonstrate that a collective rather than individual response to problems is not only possible, but more effective for working people ... by taking a stand and organizing strike activities, strikers can develop self-confidence, overcoming fears and old beliefs about what ordinary people are unable to do” (P. 28). Camfield suggests that in order for strikes to be effective they must be well organized and strategically timed. In addition, Camfield suggests unions should consider innovative approaches to strike activities involving the inclusion of allies, awareness campaigns, and be adaptable throughout the process. Camfield argues strikes are never fixed or predictable therefore “[s]uccessful strike management hinges on the ability to adapt to unforeseen challenges and opportunities. This requires a leadership that is not only strategic but also resilient in the face of adversity” (2011: 95). As Yates (2002) argues strikes have always been a critical source of union

power as “[u]nions have the capacity to mobilize pressure on capital and the state through withdrawal of their labour power” (P. 129) to exert pressure on employers and advocate for union causes. However, as argued by Piven and Cloward (2000) the power of the strike has been weakened by globalization as corporations now have readily available, lower cost workforces at their disposal. While as previously discussed in the case of the Sudbury mining industry, work can not simply be moved offshore, global revenues can carry company profits, and the use of replacement workers provide little incentive for companies like Vale to settle local strikes. Camfield (2011) reports that strikes are becoming less common and “[a]lmost all of the strikes that have taken place in recent years have been defensive efforts to fend off concessions rather than attempts to improve worker’s pay or working conditions” (P. 20). Strikes were also periods of community solidarity. Strike support from workers, families, and the community is essential according to Getman (2010) who argues worker solidarity is a key aspect of a successful strike. Getman (2010) defines solidarity in terms of “comradeship, commitment, and belief ... the sense of mutual trust and common destiny that joins the participants ... [and] ... the willingness of workers to devote their time, skill, effort, and passion to the struggle” (P. 221). Families and the community came together to support workers and the union in their struggle against the company, joining unions in rallies, bringing food to the picket lines, or donating supplies for families in need. This was especially true for USW Local 6500. However, government legislation in Ontario and the change in ownership to a multinational corporation has shifted power away from Local 6500 and its exertion of this power through strike activities.

While the 1970s saw many significant and positive changes for the Sudbury community and for Inco, by the end of this decade conditions within the mining industry appeared bleak. As Local 6500 entered contract negotiations with Inco in 1978, the international nickel market was

flooded, and nickel prices were low. Inco had a 13-month nickel stockpile and the union had lost almost 3,000 members to layoffs in the past year (Buse 1993; Ross 1979; Vanstone 2003). These conditions placed USW Local 6500 in a weakened position when they entered contract negotiations with the company in July of 1978. Following the rejection of the company's final offer, which included numerous concessions involving wages, pensions, and benefits, the almost 12,000 members of Local 6500 went on strike for 261 days from September 16, 1978 to June 3, 1979. The USW Local 6500 strike against Inco was the longest strike in Canadian history at the time (Brasch 1997; Clement 1981). The days on strike allowed Inco's stockpile to deplete and the price of nickel to improve (Brasch 1999). Inco's historic strategy was to accumulate a large nickel stockpile prior to negotiations. In the event of a strike, Inco could maintain its supply to the international nickel market. Despite the period of financial instability, the union was able to negotiate considerable gains to workers' wages, pensions, and vacations (Vanstone, 2003). These improvements included the cost of living allowance (COLA) clause and thirty-and-out provision giving workers a guaranteed, stable pension to retire with. In terms of contracting out, no improvements to contract language were made. The power held by the union to stop production and essentially force the company to negotiate for a favourable outcome demonstrates how strikes can be a powerful weapon.

Historically, during a strike the union was able to endorse support from workers' families and the broader community developing several aspects of its collective identity as a union supported by families and the community. The union would organize numerous events to promote solidarity and community engagement. Local businesses offered workers discounts, donated food, and provided free services to workers and their families. Members of the community also formed the Citizens' Strike Support Committee and published the *Strike Support News* to ensure the

union's voice was heard within the community, as media often voiced the company's position (Buse and Steedman 2014). The wives of strikers played a significant role in the strike efforts by creating women's committees, engaging in activities on the picket lines, and encouraging support from the broader community. The input from these committees, combined with significant public pressure on the union and the company, led to the settlement of the strike (Clement 1981; Verma and Chaykowski 1999). Inco received significant pressure from the media and from local government officials as the lengthy strike progressed. According to Saarinen (2013:257), "the strike turned out to be a public relations disaster [for Inco], and a turning point for its corporate image. This was amplified by the scathing article ... accusing the company of corporate arrogance ... [and a statement by Sudbury] Mayor Jim Gordon, who claimed that the company was holding the city for ransom." At this time, Inco was still the main employer within the city, and financial hardship for Inco workers meant that the whole community suffered financially as well. The true power to influence the outcome of the strike was in the union's ability to utilize community and worker solidarity.

The 1982 strike was also a significant event in the fight against contracting out. This strike signified the first time Inco utilized contractors to continue operations during the strike. Contract workers performed jobs to keep the mines in a state of limited production and performed maintenance tasks. Prior to this strike, Inco would remove contract workers before the strike and the union members would ensure they did not cross the picket lines.

Guys wouldn't let them in, especially if they were contractors. Now that, certainly that changed and, it was some political shit that went down in terms of the contractors at Garson [mine] during the... [1982] strike. Goddamn contractors were working... I could hear the mine operating, so I phoned the union hall. I said, "You know that they're running equipment over at Garson mine?" "Oh ya, ya, they're contractors." (Dylan, Retired Union Representative, USW)

Ontario legislation permitted the use of replacement workers during a strike. This allowance weakened the power of the union to disrupt or prevent production in the plants. It was only for a brief period between 1993 to 1995, under an NDP government, that the use of “scab workers” (replacement workers) was banned. Without this legislation, the union has little power to prevent the company from using scabs. The union can, however, slow down entry onto the property by creating traffic delays at the picketing site or attempt to garnish public support. Historically, workers would also exhibit aggressive and often violent tactics against anyone who attempted to cross the picket lines, however, more stringent criminal laws now discourage such behaviour.

In contrast the 2009–2010 strike against Vale demonstrated how ineffective strikes can be. Several factors contributed to the negative outcomes of the strike for USW Local 6500. Under the ownership of Vale, the Sudbury operations were no longer the main economic driver of the company. As Vale is a multi-commodity producer, they do not solely rely on the production and sale of Sudbury nickel. The management style of Vale was foreign to Local 6500, and the union were ill-prepared to negotiate with a company that had little regard for Sudbury or the local workforce (Peters 2010). Peters assertions are also supported by Piven and Cloward (2000) who argue “worker strategies constructed in the industrial age have been undermined not because globalization has eviscerated labor power but because it weakened old labor strategies and spurred aggressive new elite strategies with which labor has yet to cope” (P. 414). Although similar management and anti-union strategies were experienced by Mine-Mill Union Local 598 in the 2000 strike against Glencore, Local 6500 did not see the Mine-Mill strike foreshadowing the strike against Vale. While it is common for multinational corporations to adapt policies and management style to fit within the Canadian context, Vale did not follow this trend. Vale held true to its adversarial, aggressive, and anti-union management style (Aguzzoli and Geary 2014). The

management tactics of Vale contributed to a relationship that was very different than the one the union had fostered with Inco. This was a much different style of management and labour-management relations than established under the Inco's ownership. The strike demonstrated management's desire to

implement the 'global HR model' of the parent company. In turn, the workforce was unable to resist the changes in local HR practices, despite having mounted one of the most protracted strikes in Canadian mining history. (Aguzzoli and Geary 2014:602)

The union, in this case, may be considered arrogant, as they expected the traditional strategy of labour withdrawal to be effective, and its lack of broader awareness of similar events was to its detriment. Vale's disregard for the cooperative relationships the union had built with former corporate management at Inco, coupled with Vale's legislative right to use employee replacement workers, allowed the company to continue production throughout the strike. The aggressive use of replacement workers by Vale, ensured a loss of structural power for USW Local 6500 (Refslund and Arnholtz 2022; Webster, Lambert, and Beziudenhout 2011; Webster (2015). Workers and the union were not effectively able to interfere or stop production as they had in previous strikes.

The union also ignored any historic institutional memory it possessed in terms of what strategies contributed to an effective strike. In Levesque and Murray's (2010) terms, the union's narrative resources may have been eroded enough to damage their effectiveness. For example, in the 1978–1979 strike, USW Local 6500 relied heavily on the support of wives, family committees, and community support, which the union failed to garner throughout the 2009–2010 strike. Historic union memories, or narrative resources, were not strong enough to bring the community together. In previous strikes, a greater percentage of the overall Sudbury community was either part of a union or had a close relative that was connected in some way to a union. The stories told by union members to their children and grandchildren connected them through their union ties,

which in turn, fostered solidarity among the community. This expected level of community solidarity fell short in the 2009-2010 strike. The union's expectations of support in the media were also less than previous experiences. Although the union appeared to be supported by the media and the community in the first few months of the strike, that support quickly diminished (Picard 2019). Letters to the editor of the local newspapers, the *Sudbury Star* and *Northern Life*, demonstrated the trickle-down effects of the strike to business and workers in industries that supported mining. In line with existing scholarship, which suggest that media outlets often favour the employer's perspective rather than labour, USW Local 6500 often found little support in the local media during the strike. Yates (2009) states:

[t]he media seldom present unions in a favorable light, ignoring their positive features and highlighting and exaggerating rating the negative ones. The right to do so. Instead, they will highlight the confrontations between the strikers and the police brought into an ensure that the scabs can get through the picket lines. The daily work of unions in securing higher wages and benefits, safer workplaces, and the right to a fair hearing for complaints against the employer is ignored completely. (P.38)

The lack of support in the media was also reflective of a lack of community support overall. Whereas previously the community banded together to support the large number of union workers, the approximately 3,000 workers who went on strike in 2009 were not able to maintain that high level of public support. By the end of the year-long strike, the union had conceded to major concessions instead of gains, proving that when engaging with a powerful global corporation such as Vale, the union's strike weapon is ineffective.

The 2009-2010 strike is an example of a larger trend within the Canadian labour relations system where corporations are continually gaining the upper hand, while unions are falling further behind. Although unions are slowly coming to the realization that they need to adapt to the changing environment, they still "lack the structures and internal means of member participation

to effectively coordinate their efforts against employers and cope with the challenges of global ownership and capital” (Peters 2010:76). Peters’ (2010) argument suggests unions may need to reshape their narrative resources to include potential challenges global employers such as Vale pose to unions while continuing to remember historic stories of strength and solidarity. Peter’s assertions also suggest USW Local 6500 may benefit from working to strengthen their associational power (Refslund and Arnholtz 2022) within the membership and on a broader scale. While the union engaged in some level of global solidarity during the strike with other unions affected by the aggressive neoliberal management strategies of Vale, it appears that the level of cooperation and exchange decreased once the strike ended, a disadvantage in terms of union power if following Levesque and Murray’s (2010) argument that union power can be measured by the union’s ability to effect social change.

Since the 1990s, Canadian unions have become interested in the idea of global solidarity, joining unions across borders in support of common issues such as the protection of worker rights or in opposition to government policies that may negatively affect workers such as free trade agreements (Marshall and Garcia-Orgales 2006; Nastovski 2021). Lerner (2007:23–24) argues that within a world of globalization, in order “[t]o win real power, workers and their unions need to build a movement defined not by what we are against, but by what we are for: a movement inspired by hope for a better world and a plan to achieve it.” To make real and lasting change for unions on a global scale, it “is not enough to finance worker tours of another country, leaflet a common employer in multiple countries, or pass a resolution of support. Funding or supporting the activity of a union in another country, or engaging in any kind of solidarity activity, cannot be all there is to global unionism” (2007:31). Lerner (2007) argues this strategy will include the formation of global unions “capable of coordinating, directing, and transferring power and resources to counter

the power of global corporations ... Global corporations don't subordinate their interests to individual countries, nor can workers ... workers need unions that unite them globally to increase their power, instead of fighting global corporations from a position of weakness and with limited coordination on a country by-country basis." (2007: 6–37)

During the 2009–2010 strike, Local 6500's inability to predict Vale's strategies became clear. USW Local 6500 could not rely on their narrative resources alone as the union had not experienced Vale's level of anti-union tactics under the ownership of Inco. It also became evident that the union held much less power in its struggles against Vale, a global giant, than it did when engaging with Inco because the Sudbury operations were no longer the largest section of the company's operations. While Sudbury is a profitable source of revenue for Vale, labour upset of the local operations has little effect on Vale's overall short-term profits. While in previous strikes, the union could use the strike to stop production and pressure Inco to negotiate when stockpiles ran low, Vale had much less financial incentive to follow this pattern. Alex, a retired union representative, stated that Inco and the management strategies of Inco were very predictable. He used an analogy that Local 6500 was able to "write a book" on Inco and how they would behave during negotiations and a strike. However, this was not the case under Vale's management. Alex argues that while a strike is still an effective weapon, in fact "the only weapon" labour have against management it is an ineffective tool against a global company like Vale:

[I]t didn't matter if it was Vale or somebody else, when you get that big, uh— That Inco we knew, you could write a book about it, and people did, that you would watch the stockpile go down, and then you knew they'd come back and bargain, in '78 or uh '82 was really only a month strike, so suddenly it was a big one, And when and when the price [of nickel] would go up, you'd get a phone call, and it was bargaining time again. So, Vale had it, they said, "We don't care, that nickel will be here 10 years from now, and we've got iron ore and all these other things to deal with, and we'll make money, and you bastards are going to do what you're told, and uh, learn a lesson." So, they have a year-long strike, and they lose their pensions, and they have said from day one, "We're not

giving you pensions.” And they never moved from that position, Vale, so how do you defeat that? (Alex, Retired Union Representative, USW)

USW Local 6500 had seen many of the strategies used by Vale during the strike in 2000 of Mine-Mill Union Local 598 and Xstrata, including the use of the same security firm and similar media interactions (Beck et al. 2005; Peters 2010). Both strikes are examples of how global corporations are not as affected by local happenings as they would be if the main source of the company’s revenue was derived locally. Vale, for example, was willing to engage in an eight-week production shutdown followed by a year-long strike to demonstrate its level of power against the union and to push for company-favorable changes in the collective agreement (King 2017).

Some researchers argue that “[w]orkers and their unions have little choice but to accept the new global realities and to do the best they can in their globalized workplaces over which unions will have either less or little influence” (Levesque and Murray 2006:113). This argument suggests unions are powerless to change the conditions under which they exist and have little power to protect workers under the ownership of a multinational company. However, as suggested by Levesque and Murray (2006) external solidarity in the form of global labour alliances can be a useful union tool. Ross et al. (2015) agrees that “international solidarity is key to confronting global capital and ensuring that social justice and economic equality are available to workers regardless of where in the world they reside” (P. 3). By forming these alliances, unions may become “multifaceted and flexible, ideally moving synergistically beyond existing hierarchical and bureaucratic organizational structures” (Fichter and Sydow 2012:2). Through the development of global partnerships with activist organizations such as International Articulation of People Affected by Vale, labour may be able to form a united global front against the company. The International Articulation of People Affected by Vale is an activist organization bringing awareness to and fighting against the many humanitarian and environmental catastrophes Vale has

committed in countries such as Brazil and Mozambique. While some of this partnership work between Canadian and foreign unions has been established, as Marshall (2015) accounts, these partnerships have been temporary or short-lived. The larger union body of United Steelworkers, however, has been active in its engagement of labour and social activist groups in global mining jurisdictions since the 1990s through its Humanity Fund⁷ department (Marshall 2015). USW developed alliances with worker groups in Chile and Peru, bringing these workers together with Canadian mine workers in Kamloops, British Columbia and Timmins, Ontario. Workers were challenging the anti-union/anti-work policies of Vancouver-based mining companies Teck Resources Ltd. and Placer Dome. These alliances strengthen the power of worker movements by offering support to union representatives and suggesting stratagems to deal with similar management strategies. The USW local president in Kamloops, Richard Boyce, was a main driver of the continued alliance. According to Marshall (2015:272), “institutional buy-in” for long-term sustainable partnerships between USW and the Chilean union group was weak, with:

leadership both in Toronto and Santiago showing signs of anxiety about a bottom-up process that had allowed local union leaders such unscripted space to shape global connections. At a union election in Kamloops a few years later, Boyce lost to an opposition candidate whose campaign promise was to “stay home and tend member concerns” rather than spending time jetting off to Latin America. The union president in Chile retired so the memories and friendship bonds that had helped keep up momentum dwindled.

While short-term buy-in for a global alliance was successful, it appears Local 6500 failed to continually grow this strategy of power-building. This is similar to the situation discussed by

⁷ “The Steelworkers Humanity Fund (SHF) is a registered charitable organization that works with organizations around the globe to promote respect for human and workers’ rights. For more than 35 years, the SHF has supported international development projects, provided emergency humanitarian aid for disasters around the world, supported food banks across Canada, offered an education program for Steelworker members, as well as supported Steelworker communities through various crises”. (<https://usw.ca/humanity-fund/>)

McKeigan (2008), where, in the late 1970s and into the 1980s, after a brief uptake of a more community-minded union leadership, Local 6500 moved back to a business model of unionism. Similar accounts are reported by Marshall (2020) in relation to the partnerships developed between Local 6500 and labour groups in Brazil after the settlement of the 2009–2010 strike. The union continues to maintain its staunch “traditional suit-and-tie business trade union” (McKeigan 2008:244) beliefs of fighting for member rights at a local level. However, history has shown the labour movement can make great advancements with the power of many. Historically, large union memberships have influenced government policies and pushed for legislative changes to improve labour conditions. While this was generally done at a domestic level, unions were not dealing with global corporations on the same scale as they currently are.

Vale is a global mining company with operations in over 20 countries. The company claims to work in collaboration with “about 120 thousand direct and third-party employees around the world” (Vale 2023). The corporate size and multiple sites of production make Vale a formidable adversary for USW Local 6500. As seen in the 2009–2010 strike, labour action at one plant or even action only at the Sudbury operations, was ineffective when the single plant/location was only a small part of the company’s overall revenues. Under the ownership of Inco, Canadian operations “accounted for 47 percent of [Inco’s] revenues; post-acquisition, it accounted for a mere 4 per cent” (Aguzzoli and Geary 2014:597). This essentially means that Vale can afford to wait out the union, limiting the production of the Sudbury operations during the union’s strike efforts.

In many locales where Vale operates, social activist groups, environmental interest groups, and labour unions are actively fighting against Vale’s operational and employment policies. In addition to global alliances, new strategic local alliances could be a part of the new narrative resource unions develop for future generations. While building community partnerships at the local

level are important connections for the union to develop, fostering relationships with activist groups and unions globally, with a vested interest in the betterment of working conditions at Vale, can help situate USW Local 6500 in an even greater position of power in relation to the company. These global and local alliances may help the union make broad and sustainable growth in its resistance against Vale and contribute to global change efforts. My assertion is supported by Yates (1995:69–70) who argues that

[t]he fundamental basis of union power rests on the ability to mobilize members to take collective action in support of a chosen policy or set of demands. A union's ultimate sanctioning power is the strike or the threat of a strike and ever since the ascendancy of mass production and the advent of industrial unionism, size has become a critical factor in this power. The larger and more densely concentrated the membership of a particular union, the more powerful the union, because of its potential impact on production or the delivery of a service.

As established in previous chapters, the density of Local 6500 was on a steady decline in 2009. This is in part due to contracting out and the increasing precariousness of work within the industry. But building strong global partners might have and could still help Local 6500 build a network of allied members who would be able to affect production at multiple locations around the globe.

While the Canadian branch of the United Steelworkers has been engaged in international union relations since the 1990s (Marshall and Garcia-Orgales, 2006), at a local level, the union has been slow to fully engage with this practice. The sale of Inco to Vale in 2006 and the union's experience of the strike in 2009 highlighted the power Vale was able to hold over Local 6500. As previously discussed in Chapter 3, the sale of Inco to Vale in 2006 resulted in several changes to the management style and labour management relations between the company and Local 6500. In addition, the importance or impact the Sudbury operations had to the mine-owning company's overall revenues significantly declined. As a multi-commodity corporation, Vale holds significant power on a global scale. In addition to being one of the largest mining companies in the world,

Vale subsidiaries operate in 27 countries, working in logistics, energy, and steel production (Vale Global 2022). Despite operating under the ownership of Vale for almost three years prior to the strike in 2009–2010, as Peters (2010) argues, the union was vastly ill-prepared to push back against the strategies used by the company during the strike. The union also appeared uninformed of Vale’s willingness to engage in such strategies as continuing to run operations, hiring an aggressive anti-union security company, or having little interest in quickly settling the strike (Peters 2010). The union failed to recognize the benefits that might be achieved from building alliances with global labour groups that have experience fighting against Vale or similar such companies. Not only could these alliances help to identify effective strategies that may be used to push back against the company, but they could also encourage allies to pressure the company on all fronts to negotiate with the union or adopt union goals.

During the 2010 strike, Local 6500 embraced its global allies as a strategy to gain knowledge of Vale’s management practices and show support against the global giant Vale. Local 6500 ultimately became a “keen member” (Marshall 2020) of the International Articulation of People Affected by Vale (AV). USW Local 6500 joining this group, brought together workers from Canada, Brazil, and Mozambique (Marshall 2019). This cooperation between Local 6500 and AV brought awareness to not only the company but also to the communities in which Vale operates including environmental, social, and political aspects of the community (Marshall 2020). This allegiance held the possibility to broaden the reach of the union, by diversifying its relationships and growing its narrative resources by gaining allies outside of the traditional labour movement to help expand the union’s power within the community and globally. However, since the settlement of the strike, Local 6500’s “participation in AV has diminished markedly” (Marshall 2020), leaving this a missed opportunity for Local 6500 to gain power against Vale.

After the 2009-2010 Strike

Following the strike, the anti-union tactics of Vale increased as did its use of contractors. Vale enforced the removal of plant-level contracting out reps and refused to provide redress to union members they fired during the strike. With the lack of a point person in the plants and strained resources to grieve the terminations, the union lost control of contracting out. Marshall (2015) explains:

Vale's desire, however, to marginalise the role of the union has included upping the ante in the grievance process, slapping step four grievances on what formerly were seen as minor infractions worthy of a step one, thereby creating huge backloads of cases needing formal arbitration procedures for their resolution. Anecdotally, workers mock the foolishness of the new management style which goes on the offensive even in the face of obvious company faults. A worker who tripped and had a minor arm injury in a darkened stairwell, unlit because management had not changed the light bulb, is given a formal reprimand for 'lack of awareness of his surroundings.' (Marshall 2015:175)

In addition, Vale routinely disregarded past practices in terms of limiting contracting out. One example of this is the development and opening of Vale's Totten Mine. Opened in 2014, the mine represented a \$760-million investment and brought with it rich contracts for the mining service and supply sector. Approximately 600 workers and six subcontracting agencies were brought in to develop the mine, despite the union's view that members could complete much of the work. The mine was almost exclusively developed and operated by contract despite an agreement between the union and the company to transfer operations to unionized employees once the mine became operational. Despite the union's efforts to push back against the company's contracting out through an increasing number of grievances and heightened plant monitoring by members, a high level of contracting out remains.

While evidenced through the continued expansion of a contracted-out workforce and other anti-union tactics as listed above, the union did see some positive changes following the strike. Paul, a former USW Local 6500 rep, expressed mixed feeling about the strike but felt the strike resulted in a revitalization of the union:

I realize that this is more than just [about the workers]. This [is about] community, it draws people closer, and then I see the opposite when our strike began here, where it drew some people further apart, and that was a tough thing because we had members come in whose stepson would cross the picket line ... It really did separate, [it] was challenging, and it was pretty negative. ... I would say [we gained] approximately 300 new activists, but a lot of the old activists faded out as well. (Paul, Union Representative, USW)

Paul's observations align with Camfield (2011) who states: "A strike that ends in defeat can also produce stronger class solidarity if it has a lasting impact on people who identified with and supported the struggle" (P. 28). While not all of these "activists" are union representatives or stewards, they are active in the protection and monitoring of their workplace rights:

A lot of them are active in different ways, not like everyone's a steward and/or, uhh you know, health and safety activist, but I can tell you that, you know, they'll get on the phone and say, "Hey, do you know that this is going on, you guys should be here, about this issue." Um, yesterday for example there was an incident that happened at Coleman mine, and the guy called me around seven o'clock at night and says this happened at the end of the day shift and he says, "You want me to go take picture of the area, because you don't want management fucking around with the scene," and I said, "Can you?", he said "Yeah, yeah, I got my phone," Ya so, that's the other part of it, it's a new dynamic. So he went to the scene before management got there and took a picture. I don't know what it's going to do, but at least I know that I got a shot of the scene before it's disturbed. (Connor, Union Representative, USW)

While Vale attempted to limit the union's presence in the plant, the union began to utilize its membership as active members in the protection of union power. Some of the complacency and acceptance that had been building since the 1970s, when the transportation workers fully accepted contract workers as commonplace, began to change. The union gained strength through an

“informed and mobilized membership” (Ross et al. 2015) that were aware and engaged in the fight against contracting out. While contracting out remains a main concern of the union and they are still relatively powerless to limit the practice, the vigilance of the workers in the plants allows the union to be aware of the level of contracting out, what jobs are affected and how the use of contractors affects the unionized workforce.

In 2015, USW Local 6500 entered negotiations with a desire not to repeat the 2009-2010 strike. The union took a different approach to bargaining, entering negotiations earlier than in previous contracts and attempting to form a more cooperative approach rather than adversarial. The union praised the agreement as a success stating: “We successfully engaged in a new approach to bargaining with the company, focused on negotiations at the local level ... This agreement reflects the positive outcome that can be achieved when all parties demonstrate goodwill in the collective bargaining process” (Myles Sullivan, USW Northeastern Ontario Area Coordinator, the union’s lead negotiator, as cited in USW 2015). The union has seen some gains since the settlement of the 2015 collective agreement including the reestablishment of a full-time contracting out rep. However, the union continues the losing battle against contracting out.

USW Local 6500 once again became engaged in a strike with Vale on June 1, 2021. Approximately 2,450 mine workers went on strike to push back against Vale’s proposed contract, which includes concessions such as “pay cuts, the gutting of health care and retirement benefits, and the further entrenching of a hated multi-tier wage/benefit grid” (Bronski and Jordan 2021). Many of the contentious issues revolve around protection for “future generations” (Everson 2021). Concessions include the company’s plan to dramatically overhaul the extended health care benefits, limiting coverage to one-thousand dollars per year post-retirement (Everson 2021). These are benefits which union members fought to obtain and protect through numerous collective

agreements. The presence of the union's voice was limited in the media throughout the strike. In one article, Vice President Kevin Boyd stated, "Out of respect for the process, we can't say much" (Carmichael 2021).

The 64-day strike ended on August 3, 2021 (Yakub 2021). Current union president Nick Larochelle released a statement acknowledging the retention of the employee and retiree benefits (Larochelle 2021). The union's position on the effectiveness of the strike appears to be strong. Larochelle praised the union's ability to retain previous health and pension benefit packages, while gaining other monetary issues such as a \$6,000 signing bonus, a 6% wage increase over the five-year term of the contract and an increase to the cost-of-living amount (Larochelle 2021). While these gains are indeed significant, they demonstrate the larger issue: organized labour must continually fight to retain hard-won rights rather than push for significant labour gains.

Conclusion

As evidenced by the inclusion of contracting out clauses in the 1969 USW Local 6500 collective agreement with Inco, the practice of contracting out began under the ownership of Inco during the 1960s. Later, the implementation of aggressive anti-union corporate policies by the Brazilian multinational corporation Vale exacerbated the rise of precarious employment and the pressures placed on USW Local 6500 to limit contracting out. This chapter has explored how contracting out shaped and reshaped union power for USW Local 6500 between 1969 and 2020. Over this fifty-year period the union has attempted to regulate the conditions of work, protect the rights of their works, and affect social change, through engagement in traditional resistance strategies including (1) plant level resistance, including direct action and the filing of grievances; (2)

negotiating contract language; and (3) engaging in strike activity. Despite the union's efforts, contracting out continues.

The union's early recognition of contracting out as an epidemic has had little effect on its ability to achieve long-term gains. As union steward Sam Enver stated in 1968, "[in one month] over one hundred new contractors took the safety orientation program. This means one hundred less jobs for us ... [efforts to] minimize contracting out ... [don't] seem to be working" (*The Searcher*, December 1968:5). Over five decades later the union has not heeded Sam's input. As an institution, USW Local 6500 remains very much a business union, focused solely on its membership and its immediate concerns. As Bruce McKeigan, a former union representative with USW, highlights, Local 6500 has not been able to move away from a business union model (McKeigan 2008). He argues that under the leadership of Dave Patterson in the late 1970s, the barrier to forward or novel thinking around union strategies began to shift; however, this shift was short-lived as the new executive, elected in 1981, returned business as usual to Local 6500.

Despite the inclusion of and ongoing improvements to contracting out language, the company continually violates terms of the collective agreement in relation to contracting out and the union would grieve as many of these violations as they were aware of. The union saw these contract violations as having a negative impact on the individual workers but also the security and future of the union. The union's goal is to protect the rights of workers while regulating the conditions of work favourable to their members. Filing a large number of grievances put strain on the company resources and the hope was that this would deter the company from continuing practices that violated the collective agreement. While short term gains were achieved through a resolution of the grievance, the union was not able to limit contracting out on a larger scale through this process. The union has been successful in establishing contract language around contracting

out into their collective agreement, including and expanding upon the language, setting parameters for contracting out but not extinguishing the practice. The union has also had limited success in upholding the language against the company as evidenced by the significant use of the grievance process.

Strikes have historically been the most powerful way unions can influence change in the workplace, regulate the terms and conditions of employment for members, and influence social change. However, the 2009-2010 strike demonstrated that against a global corporation like Vale, this strategy worked against the union. As discussed, the company brought in replacement workers to not only do maintenance work but also continue production. Strikes had historically brought solidarity between the union and the community but in this case the union experienced a lack of support. The general principle of unionization is the strength-in-numbers argument and the belief that if workers “stick together with their fellow workers, they can change things” (Yates 2009:33). In more recent history however, the expansion of corporate global ownership, the decline of union membership, and the decline of the overall labour movement has limited some of the powers of unions to not only enact change but also to increase gains for workers and workplaces. The expanding presence of precarious and contract employees in the workplace has diluted the sense of solidarity and the drive to come together as one unit for one cause has been blurred. Unions have historically relied on traditional union strategies, as outlined in this chapter, to maintain a level of power against the company. However, the case of USW Local 6500 expressed here demonstrates these strategies have become ineffective. The strike in 2009-2010 proved that even the union’s once most powerful weapon, the strike, was ineffective against a global power like Vale. In what follows, I turn to examine the consequences of the shift away from the standard employment relationship to precarious employment on worker’s perceptions of work, their

commitment to their employer and to the union.

Chapter 6 – A Way of Life and a Sense of Identity: The Social Loss of Mother Inco

Introduction

The previous chapters explored the struggle of USW Local 6500 to mitigate the impact of contracting out while maintaining their ability to represent workers interests and regulate work. Anti-union strategies have also affected the union's ability to influence broader legislative and political change, and to hold the company accountable to the terms set out in the collective agreement. In other words, the union's loss of power also extends beyond the confines of the workplace. This chapter explores the potential consequences of the shift from unionized employment to precarious employment on the workers perceptions of work, their commitments to the company, and to the union. This shift has weakened the bond or solidarity among workers. As Patria and Savage (2021) assert, when solidarity is high, union power is strong. This chapter outlines the important shift in the narrative resources available to Sudbury mine workers between 1969-2020. Whereas narrative resources can include broad values and stories held in common about the value of unions, they can also include the very identity or subject positions of workers themselves. As alluded to by Törrönen (2014; 2001) an individual's subject position refers to their social/cultural identity or role within society within a certain context. King (2019a) suggests subject position is also frequently intertwined with a person's gender, family dynamics, and occupation. In the case of the Sudbury mining industry, within the period of 1969-2020, an important disruption in many workers' subject positions occurred. Since the late 1960s Sudbury mine workers have experienced many shocks including the raids, large scale layoffs, the sale of Inco to Vale, and even women's greater entry into the paid workforce that disrupted their ideas of

themselves, their relationship to the company, and the union itself. Evidence I consider in this chapter suggests this significant change in workers' subject position has paralleled Inco's/Vale's shift towards a precarious workforce, representing an intergenerational break up of the standard employment relationship changing people's view of the company. In turn, degrading the richness of the narrative resources of unions. Workers no longer see Vale as the utopia of employment with the desire to commit to career long service, but they have also lost some of the stories that held them together.

While my dissertation mostly focuses on the experiences of Inco/Vale workers represented by USW Local 6500, in this chapter I also incorporate the experiences of Falconbridge/Glencore workers represented by Mine-Mill Union Local 598. The history of the Sudbury mining community and the solidarity of the mining workforce is closely tied to both USW and Mine Mill. While experiences of working for each company may be different for workers, there are many similarities. By utilizing narratives from both USW Local 6500 and Mine Mill Local 598 members, I aim to demonstrate the commonalities because they affect the community as a whole.

Union and Community Bound Together

As articulated by Ross et al. (2015), "beyond the workplace, unions are a key vehicle for achieving a better world" (P. 3). For many decades the Sudbury community was bound together by the mining community, mining unions, and the union halls from which the unions operated. Much of Sudbury's history as a city, a community, and an economic contributor is deeply tied to the mining industry and mining unions. This history has been a part of the male working-class identity of Sudbury workers for generations. Since the successful efforts of Mine, Mill and Smelter Workers

(Mine-Mill) Union Local 598 to unionize the Sudbury mining industry in 1944, a significant portion of the Sudbury community has been connected to the labour movement. Putnam (2001) argues workers' social capital, "connections among individuals—social networks and the norms of reciprocity and trustworthiness that arise from them" (2001:197) was tied to workers' memberships in the union and positions as miners with Inco.

In Levesque and Murray's (2010) terms, as unions evolve, they develop a history or a narrative resource that is told and retold by senior members. These narrative resources provide insights into the ways of the union, reasoning for union strategies, and recounts of union wins against the company. However, since the 1960s, as precarious employment rises and generations of workers move further away from their historic union roots, these narratives are endangered. Several events have strained the narrative resources of the union including the raids, massive layoffs by Inco, and growing disconnect between mining unions and the broader community.

The raiding of Mine-Mill Union Local 598 by the United Steelworkers in 1962, which divided mine workers at Falconbridge and Inco, significantly changed the union dynamics within the Sudbury community (Lowe 2014). In 1960, the United Steelworkers began an aggressive campaign to raid, or organize/unionize, Sudbury mine workers. Workers from both Inco and Falconbridge were already unionized under Mine Mill, Local 598, and had been since 1944 (Brasch 1997; Lowe 2008). When a vote was held in 1962, Inco workers voted to join the United Steelworkers by the slimmest of margins. Of the "14,333 eligible voters at Inco, Steel received 7,182 of the ballots cast, winning by just 15 votes" (Lowe 2008). While Inco mine workers voted to join the Steelworkers, forming USW Local 6500, the approximately 2,000 Falconbridge workers voted to remain unionized with Mine-Mill Union Local 598. The animosity between workers who

supported USW vs. those who supported Mine-Mill lasted years and even remains today for some retired unionists.

Labour's narrative resources in the Sudbury mining industry have also been strained by several rounds of workforce downsizing and a push by the city to diversify its economy. In the years that followed the raids, the extensive layoffs at both Inco and Falconbridge throughout the 1970s, 1980s, and 1980s, as well the growth of the public sector in the 1980s in Sudbury, all shifted the labour dynamics within the community. According to Closs (2008), in 1981–1991, over 3,500 jobs were added to the government service sector of Sudbury's labour force. Those jobs represented a 76.8% increase in employment in the public sector, which contributed to the 18.4% increase in Sudbury's total labour force. In contrast, during the same period, overall employment in the mining sector fell by 29.0% (Closs 2008) as Inco and Falconbridge reduced its hourly, unionized workforces by almost 8,500 workers (Saarinen 2013). Despite this shift, the community remained closely tied to the workers and the mining industry as evidenced by the community's support of the mining unions throughout the 1990s. Unionized miners also gave back significantly to the Sudbury community through United Way campaigns and other charitable donations (Sudbury.com 2012; Sudbury Star 2020). Sudbury mining unions remained powerful throughout the 1990s supporting legislative labour changes and improvements to health, safety, and environmental regulations leading to projects such as regreening efforts in Sudbury. In addition, the union gained bargaining language on increases to benefits and pensions and health and safety in the workplace (King 2017).

Many of the union's narrative resources are tied to the history of the union halls themselves. Similar to many other industrial, unionized communities, union halls in Sudbury served as hubs for working class culture and worker/community solidarity outside of the workplace. Union halls

in the Sudbury area, especially in the smaller outlying communities “served, not only as meeting places for members of the union, but sometimes as the only community centers these towns had which were available for the use of the whole family” (Solski and Smaller 1984: 112). These spaces played a key role in the development and maintenance of worker solidarity and masculine working-class identity (King 2019b; McFarland 2017). They also were points of resistance for the union as halls were not only open to members, but the broader community was welcome to attend events and activities, thus building societal power as suggested by Webster (2015). As stated by Ross et al. (2015) unions and by extension union halls

provide a space for workers to explain the world to themselves, and to express pride in their work and their struggle for a better workplace and society. Unions organize parades to show pride in members’ work and support the development of music, poetry and art that reflects workers’ lives, values and struggles. These parades and a variety of other practices and rituals help create a sense of belonging and togetherness. Such cultural expressions have also solidified workers’ identification with and commitment to labor organizations because they provide both an alternative to the dominant culture and the basis for developing an oppositional consciousness. (P. 13)

Unions allow workers to come together under a common purpose and oppose the workplace or social inequalities or injustices. This solidarity among workers brings about an oppositional class consciousness to collectively resist the established norms imposed on workers (Roth 2008). Union halls are venues for workers to foster this solidarity.

The decline of unionized employment, the movement towards an industry dominated by precarious, contract employment, and the sale of Inco and Falconbridge to global multicommodity corporations Vale and Glencore, have negatively affected workers identity, culture, and the community, and has altered workers’ positions as ‘industrial citizens’ (Condratto and Gibbs 2018). Hewison and Kalleberg (2013) argue “It is important to understand how precarious work is changing not just the way people work but also the way that they live” (2012:396). Hewison and

Kalleberg (2013) suggest work is “a core activity in society. It is central to individual identity, linking individuals to each other” (2013:396 citing Kalleberg 2009:1).

The loss of union attachment to the wider community developed alongside the process of contracting out. There has also been an overall disengagement or declining attachment between the mining industry and the broader community as the local economy continues to become more diversified and more workers within the Sudbury area are employed in industries other than mining. The six-and-a-half-month strike between Mine Mill Local 598 and Falconbridge in 200-2001 and the year-long strike between USW Local 6500 and Vale in 2009-2010 demonstrate this point. On 1 August 2000, approximately 1,800 workers represented by Mine Mill Local 598 members went on strike to protect their current agreement against the newly established merger of Falconbridge with Québec-based company Noranda (Beck et al. 2005). The union did not support the company’s proposal to rewrite the collective agreement. The company argued the rewrite “would provide clarity of use and corporate profitability, the union viewed these proposed changes as an attack on its hard-fought gains. The union saw these changes as an attack on the ‘fundamental principles of seniority, of health and safety, of procedures for job postings and transfer’” (Condratto and Gibbs 2018). Throughout the strike the company employed aggressive anti-union strategies that were never seen prior to the corporate merger such as “scabs, private security forces, and a media campaign directly aimed at the leadership of the union” (Gauthier 2005). The company continually ramped up the use of contracting out following the strike, especially the use of embedded or long-term contract employees, who are doing the same jobs and working alongside unionized employees (Condratto and Gibbs 2018). Scholarship on strikes suggest the use of replacement workers is one of the most detrimental strategies employed by corporations to remove power from the union during a strike (Heron and Smith 2020; Panitch and Swartz 1985; Piven and

Cloward 2000; Singh, Zinni and Jain 2005). During this strike, there was a sense of disengagement and lack of support from the broader community when compared to previous strikes. Declining community support appeared to follow declining overall direct, unionized employment numbers within the industry. This sentiment of community disengagement and support continued evidenced in the 2009-2010 USW Local 6500 strike. Vale's goal was to "change the pension plan for new hires, to significantly reduce profit sharing, and to impose retirements and layoffs that in the union's view would open up the industry to contracting out and temporary workers" (Saarinen 2013 as cited in Condratto and Gibbs 2018). Previous strikes were perceived to bring workers and the community closer together, whereas this strike demonstrated a clear division between union and non-union community members. The experience of the 2009-2010 strike was nothing like the nostalgic memories of previous strikes. The lack of support from the broader community, the willingness of contract/scab labour to cross the picket line, and negative opinions within the media, demonstrated a lack of solidarity, a degradation of narrative resources, and a weakened position of power.

Remembering the Good Times

The stories, views, and perspectives shared by workers interviewed as part of my research support the arguments made Hewison and Kalleberg (2013) and Kalleberg (2009) that work is closely tied to an individual's identity and that of Seymour (2012) who argues precarious employment leads to social precarity. Historically, membership in a mining union provided a sense of community and citizenship for workers and their families. Union halls were the structural representation of the union family and the centre for the union's community activities (McFarland 2017). Mark, a retired Falconbridge miner explains his experience as part of the union community:

After the [union] meetings, we'd go [go to the union hall and drink], but that's my time ... [we would] air out our differences and let me tell you, there was lots, especially every third year when it came to the contract, lots of heated discussions, name-calling ... After union meetings, it was almost a tradition, if the meeting was at say 7 o'clock well a handful of us would go in there at 6 to the bar, loosen up, go into the meeting, have a meeting and then probably a couple of us would go downstairs to the bar, get looser ... Quite often I'll refer to them as brothers or sisters. (Mark, Retired Falconbridge Miner)

Alex, told a similar story about his experience:

I would get off work and go to the [union hall] bar to see the guys. Then at seven o'clock go to the [union] meeting. Then at 8:30 I'm going to go back to the bar. That doesn't go on anymore because a lot of things ... And we would have hockey teams ... it just seems that the guys had more time spent at the union hall. They would be there Saturdays and whatever ... they would have boxing for the kids. The kids would be boxing, and the men would be having a beer. I don't think you are ever gonna bring any of that back. (Alex, Retired Union Representative, USW)

Alex reflects on the social and patriarchal relationships that were fostered through participation at union hall activities. His reflections demonstrate historic meanings of masculinity and the process of union men building narrative resources through the generations of union involvement.

Union halls were not only a place of business but also for men's social gathering outside of the home and the workplace. McFarland (2017), in his study of the United Auto Workers (UAW) in Detroit, Michigan, argued that union halls were not only pivotal in the establishment of working-class culture but also centres for collective action, education, and community solidarity. Mark refers to the common reference of "brother and/or sister," terms union members often use to refer to fellow union members. It signifies the close connection and sense of solidarity between or common among members. While Mark does refer to union sisters, for the most part, women's roles with Local 6500 were supportive to rather than equal members of the union. Much of this sentiment continued despite women's active participation in the paid mining workforce at Inco since 1974. The experiences expressed by Mark also signal how the roles of men and women

within the mining industry filtered into the social construction of gender roles within the union and the Sudbury community.

Paul recalls growing up in Sudbury, a union town, and the connection between workers and families:

My dad was a miner as well, and I remember ... his partners were my uncles, we weren't related, but they were like our uncles, and you know, God forbid but if I got out of line when I was a kid, you know they'd be just like my dad and say to you, "You better go home," right? And "I'm going to tell your old man what you just did," you know, that sort of thing. (Paul, Union Representative, USW)

Paul recalls the familial closeness and patriarchal bonds workers felt towards each other and their families. Between social gatherings at union halls, union sponsored child's activities, and wives' clubs, social and community life revolved around the unions. This sense of community and hub of recreational activities was not only open to union members and their families but to the broader Sudbury community. Graham recalls his memories of the union hall growing up in Sudbury:

I grew up just on Pine Street, just over here, so we used to go to union hall when I was a kid because they had movies down there. I've been going to union hall since 1960 something ... [My father wasn't a union member,] they just had movies. My father was a contractor, he sunk shafts. I used to go to union hall. Like I said they had movies on Saturdays down there. But the union hall was a big thing for everybody because the hall was always full. Always something going on at the bar downstairs, used to go to the bar too before I got married ... I used to frequent the hall, meetings, any events going on, if we were having an event, we ran it at the hall. One of the guys took their pension and rented the small halls. We use it lots ... we don't have a big hall anymore; we have our little hall at the campgrounds. That's changed a lot. (Graham, Retired Falconbridge Miner)

Union halls in Sudbury became a pivotal part of the social community for citizens of all ages, their use was fortified through gender roles normalized as primarily masculine spaces.

Much like the unions, mining companies were also historically ingrained in the social and material lives of workers and families. Mark explains how the company was a part of all aspects of his life, including the very home he grew up in:

I was born in 1943, I've always lived ... in a company house, under my parents, ... I moved in with one of my older sisters ... that was also a company house. There was very few people in Falconbridge who owned their own house. And then I'm thinking maybe the '80s, no actually, actually the '70s, I think, the early '70s, Falconbridge starts selling the homes, they were getting in the real estate business and if you had enough money you bought the house ... that's what we did. (Mark, Retired Falconbridge Miner)

Sudbury mining companies took on a patriarchal role for workers, providing them housing, services and supporting workers' everyday lives. The benefits of a thriving union and a standard form of employment were extensive to workers and their families:

[The company] would take [your housing cost] right off your paycheque ... they also had the general store in Falconbridge, it was owned by the Hodge family, Errol Hodge company, you'd go in there, you didn't need cash, you go in there get whatever you wanted and, let me tell you, they had the best of everything. You just signed your name on that right off your cheque, but some people would go, you get paid every two weeks, a lot of them didn't have a hell of a lot on that pay cheque but in the meantime they were eating pretty damn good and clothed pretty good ... I'll say it this way, if [the general store] didn't have it, you probably really didn't need it but if you really wanted it, they would get it for you. That's just the way they did their business and like we know now ... the company had this summer camp ... July month, boys were out there, August the girls were out there ... That was a beautiful place in the summer for the children and a lot of the kids from Onaping and the mines up there. We wouldn't see them all year but for that one month you know, everybody is just one big family out there. ... I used to love going out there. (Mark, Retired Falconbridge Miner)

Historically, workers felt mining companies were committed to the overall well-being of the workers and their families. Some of these accounts are considerable and exceed today's worker expectations of support from a company:

Like I said, from the time I was a kid, Inco had like 24,000 people working there, my goodness anybody and everybody that worked in town worked for Inco or

Falconbridge and like it was a guarantee ... I saw guys that were drinking that had drinking problems and the company would keep them on and put them to the corner there, send them to rehab to try and get them sobered up, but now none of this is happening. The companies to me were almost like a family more than like now. Like now it's "you're gone." You're gone, you're gone. You miss three days, oh guess what, "You're fired, we don't need you anymore." Back in those days, I remember when I went and signed up to be an apprentice mechanic, I only had my Grade 8 education and they said, "We're going to send you to school and we're going to pay for it." You think that that would happen now? Like those days are gone. Like, you know it was, I don't know, it was such a different atmosphere than what it was now, and now is it because of greed, is it because of people wanting to make money ... I look and say that's kind of scary, it was way better. (Levi, Retired Falconbridge Miner)

Levi's account of the value of Inco placed on its workforce extended to supporting everything from their mental and physical health to their training and retirement. Inco and Falconbridge supported a company model of long-term commitment and a family legacy of mining. Both Inco and Falconbridge became ingrained in virtually every aspect of a worker's life. This entrenchment ensured a commitment and a sense of dedication from the workers. Male children often followed in their fathers' footsteps and became employed at Inco or Falconbridge.

When the union, the company, the worker, and the community were intertwined, mining was seen as more than just a job, it was a way of life and a sense of identity. Sam, a retired Inco miner, now working as a contract miner, discusses how the culture of mining has changed. He discusses how he was proud of his trade as a miner:

I was a miner. And myself, I believe that is a trade, because you have to blast, you have to learn how to drill, you have to learn how to work safe, you have to muck, you have to run all different kinds of machinery, you got hand-machines, jack legs, stoppers, sledge hammers, you got all that stuff which was in the '60s, but as the '70s came along, then the '80s then the '90s, it was all machinery. You know, it's totally different, so you had to be proficient with everything if you wanted to make money. Because it was all based on the bonus system, you know. You're allowed so much time to do the job, if you took less time, the more money you made, if you took the full amount of time, you didn't make nothing, you just made your hourly rate. That's the way it worked, it was all based on bonus, on

your performance, and I always made real good money. (Sam, Retired Inco Miner/Contract Miner)

While Sam has seen the dissolution of mining culture over a number of years, he has noticed more of a disconnect since working as a contract employee. In this passage, Sam also refers to the financial drivers and bonus system of underground miners. As stated in previous chapters, this coveted financial benefit was argued to be one of the reasons underground workers were less welcoming to contractors. Sam's narrative suggests he no longer feels valued in the same way. He feels like more of a commodity to the company. His story suggests he feels it is no longer about being good at your job, knowing your trade as a miner, but more about meeting production quotas to increase profits for yourself and for the company. Additionally, the fact that Sam is currently working underground as a contract employee is evidence of the limits of the union's efforts. It is also evidence of the worker's acceptance of contractors, as Sam made no mention of negative interactions with workplace colleagues. The sentiments Sam expressed of his more recent work experiences were in sharp contrast to Robert's memories of the social culture:

I think it's more so underground than on surface. Even on surface, if someone had a 25th wedding anniversary or a stag-and-doe, everybody went. Everybody bought a ticket, everybody enjoyed each other. They knew each other. And everybody had a good time. As the years passed all that fell to the wayside. You would buy the ticket, but you wouldn't go. So, you would go to somebody's stag and \$10 a ticket—I sold \$600 worth of tickets and there was one person that showed up to the stag. The guy I sold a ticket to. The rest didn't show up at all. They figured they did their bit by buying the ticket. But at one time everybody bought the tickets, and everybody went. In the smelter we ran a little retirement stag all the time with the mechanics. And we got everybody to go. And they went there, and they enjoyed themselves. Other groups didn't seem to have that. I don't know. (Robert, Retired Miner Falconbridge)

Robert reminisces here about the loss of union culture. It is a loss not only to union members but to the broader community. Historic memories workers expressed demonstrate a loss of connection to the union and a familial bond the solidarity of the union brought to their lives. As discussed in

previous sections of this dissertation, the union and the union halls were spaces for more than workers. Women and families also historically found community, social engagement and support within union activities and gathering places. The union drew power from these connections to workers and families and were able to utilize this support to influence social change.

Global Ownership Led to Shifted Worker Nostalgia for Inco

Workers began to have a much different attitude towards the company under the ownership of Vale. Workers feel that, unlike Inco, Vale is not in Sudbury for long, it doesn't have community ties, and is only interested in the financial bottom line, not the betterment or well-being of workers and the community. While the union's narrative resources have been challenged by the raids in 1962, periods of massive layoffs throughout the 1970s, 1980s, and 1990s, and the growing disconnect between unions and the community, arguably their greatest challenge to upholding power has been the sale of Inco to Vale in 2006. Since Vale's takeover, the union has struggled to find its position of power against Vale's corporate strategies. The union can not rely on narrative resources as it did under the decades of Inco ownership. Historic union strategies have proved to be significantly less effective against Vale given the company's willingness to expand contracting out and uninterest to partner with the union. As previously discussed, the Sudbury operations are but a small portion of Vale's corporate holdings and as such have less influence over the larger goals of the company. Vale has also challenged the subject position of workers, their shared identities and the familial bond they once felt towards Inco. They no longer see the company as a nurturing provider, as Mother Inco, as a place of employment they are willing to commit to for the length of their careers. Bob, a USW Local 6500 union representative expressed this sentiment in rather graphic terms:

[Vale's strategy is] rape and pillage. They're the Romans and they're coming in and they're just stealing as much as they can and they're going to walk out leaving a mess ... There used to be this old thing around how, ... they fixed it up and they invested the money and you know they might have cost them money but they weren't very high producing mines and they got them to a certain point where it was a working mine and it was like fantastic but they didn't make a whole lot of money ... people would have pride in their area ... [Vale] saw some money, they saw this mine making tons of money [and said], "Let's get in there and let's get all the precious metals and get everything we can," and now they're saying "Okay, maybe we're kind of done here." I think they're going to get rid of it. (Bob, Union Representative, USW)

The union felt that Vale had a purposeful anti-union strategy to break the union. Bob, a former USW Local 6500 union representative stated that the union

saw documents, [coming from Vale around the time of the 2009–2010 strike] about getting rid of the union. What the problem was with the union was that the union had too much power. And I mean, we had a lot of power ... [they wanted] to destroy the union. (Bob, Union Representative, USW)

The recent views workers have towards Vale demonstrates a growing gap or disconnect between workers, their community, and the solidarity they once felt towards each other and the work that they do. These views also provide direct evidence of Vale's perception of the union as not as a labour partnership but as a nuisance and threat.

The perspectives of workers now vary greatly and there is a significant generational divide between older and young workers. As stated by King (2017):

[c]onsiderable job loss in the mining industry, the increased use of contract workers, and the particularly aggressive business practices of Vale are the primary references for a picture of work life for younger workers. Older workers, on the other hand, place these developments in contrast to the victories wrenched from their previous employer, Inco, and thus maintain a stronger commitment to collective struggle. (P. 5)

Despite approximately three thousand hourly mine workers at Vale still being represented by USW Local 6500, attitudes and connection to the union have changed. I argue here that these changing

views on the company are a result, at least in part, of the shifting nature of employment within the Sudbury mining industry from unionized, direct employment to a non-union precarious workforce and shift from collectivism to individualism among workers. From the accounts of several workers interviewed as part of this research, the mindset of union members has very much shifted from doing what is best for the greater good in solidarity to an individualistic outlook. These perspectives have been heightened under Vale's company ownership. The pride in a masculine work role that once presented as being part of Mother Inco has been replaced by a distancing from the company. These perspectives are illustrative of the consequences of precarious employment and suggest USW Local 6500 must consider new approaches to building a narrative resource that speaks to the interests of younger more diverse workers who have never known a standard employment relationship.

Changes made under the ownership of Vale have shifted workers' perspectives on the company. There appears to be a consensus among the union and the workers that the conditions of employment at the company decreased with the sale to Vale. When asked about the differences between Inco and Vale, Dylan, a retired union representative's response was:

I said to the guys in Sudbury on an ongoing basis, "You speak Portuguese", they said no, I said, "You better learn." "What do you mean, why would I want to speak Portuguese?" Well, I said, "Because you have to understand who you're dealing with. These Brazilians are not the same, this is not Mother Inco anymore." (Dylan, Retired Union Representative, USW)

Dylan expresses his displeasure of working under the ownership of Vale. He no longer feels the paternal connection or commitment to the company that he felt under Inco. He is referring to Inco as a better time, one he seems to hold with some nostalgia. He also articulates his displeasure that Vale was a global corporation with unfamiliar management strategies and corporate policies. Josh, another retired USW Local 6500 union representative stated:

Vale took over here, we worked for years trying to get along with management, we had good management that we got along great here. Some guys just can't get along with people like that. We thought that was bad until Vale came in from Brazil and their culture is not like ours. Vale did not care whether our grandfather and father worked [at Inco]. Vale is here for one thing: they want the nickel out of the ground and they want the money for it. They don't care how they get it. They want the cheapest you can get it, they don't care if you're Black, White, what nationality you are or what you got to do with the place. The first thing that the owner of Vale said when they flew in from the helicopter from the airport to land in the smelter was "Who owns all these cars here?", and they said, "Well, they belong to the employees," he said "The employees?" I said to the guy when I met him. "Did you want us to come to work barefoot on a donkey or what, is that the way you treat your people there? Well, welcome to Canada." (Josh, Retired Union Representative USW)

Similar to Dylan, Josh too seems to reflect on the loss of Inco with nostalgia. employment with the desire to commit to career long service.

In the 1940s and 1950s, Mine Mill Local 598 was embedded into every aspect of worker's lives. However, since the 1960s events such as the raids by USW, declining union membership, a diversification of the Sudbury economy, women's increased participation in the paid workforce, and rising levels of precarity within the mining industry, have weakened the social and industrial ties to the union. Additionally, workers view the company differently under the ownership of Inco than under the ownership of Vale. Interviewees expressed a perception of how they were treated differently, in a negative way, under the ownership of Vale. While workers appeared to somewhat respect Inco, or at least value the company, as a means to a good job, these perspectives have now changed. Currently, workers have little respect or dedication to Vale. As Lewchuck (2013) suggests, interviewees are working without commitment to the company. Worker's sense of loyalty and dedication has been lost. The company is no longer seen as 'Mother Inco', and workers no longer wish to wear the "golden handcuffs", that is, commit to long-term employment and to

the company's success. This has presented challenges for USW Local 6500 in rallying a despondent workforce whose most experienced members remember Inco with nostalgia.

Workers first experienced the beginnings of this shift in the late 1960s as Inco began to divest from all aspects of its operations except extraction and processing, the “main business” of mining. As more jobs within the operations were outsourced to contractors and union membership declined, workers experienced a gradual erosion of the strong connection they felt towards their fellow workers, the union, and the company. Under the ownership of Inco, workers saw themselves as having a familial bond with the company, where Inco was often referred to as “Mother Inco.” While at times the term “Mother Inco” was used ironically to symbolize Inco's control over every aspect of life both inside and out of the workplace, interview participants reflected almost fondly at times of Inco's corporate ownership in contrast to Vale. Even though workers (or the union) had experienced bitter disagreements with the company and eight strikes under the ownership of Inco, workers felt a commitment, bond, or obligation to Inco, believing the betterment of Inco and increased profits would in turn be of benefit to workers. However, under the ownership of Vale, workers' views towards the company shifted. With the sale of Inco to Vale in 2006 and the aftermath of the 2009–2010 strike, during which time Vale implemented a strong managerial strategy of union breaking through the even more extensive use of contract labour, workers became even more disconnected. Not only did they become disconnected from other workers, but they also developed a strong resentment towards Vale as a company, a level of resentment not felt toward Inco.

While the term ‘Mother Inco’ was often used ironically to represent negative feelings around the level of control and ownership the company held over its workers, interviewees like Dylan and Josh reflect on the Inco years with a sense of loss. Josh articulates his feelings on how the company

no longer cares about the workers, only about profits. In his interpretation, Vale does not see their employees as their greatest asset but as something less valuable. Employees should not be able to afford a standard of living that allows them to purchase extras such as cars. Josh also expressed his sense of defeat after years of working with Inco to build a union–management relationship that was dismantled with the sale to Vale. Inco was an enemy the union knew well. The union felt Vale was a much more adversarial company than Inco and they had no interest in establishing a good working relationship with the union:

[When Vale took over it became clear] that they don't want to be friends with the working people; they don't want to be good to the people that work there; they want to beat them in the head and whip them like they did the slaves in Africa. I mean that might sound a little rough to you but I'm giving you a comparison, when Vale took over there was still a lot of the people left there, but one thing I found out about working at Inco: don't matter who the guy is or how good a guy he is, he's got a boss too. ... When Vale took over there was a negative rapport that quickly developed between the union and the company. They took over [and the union] had such a hard time because these guys didn't want to negotiate, they didn't want to come for lunch, they didn't want to talk in the plant. [Vale just said,] "Here's your order, come do your work. I'm not being your friend." You don't get along with your people, you shit on your people, you treat them like slaves and it's just a different culture, and that's what happened to the harmony in the workforce today in my opinion. (Josh, Retired Union Representative, USW)

When asked if he noticed a difference in the management style of Inco vs. Vale, Joe, a retired Inco miner now working for a contract, stated:

When they changed to Vale, yeah [there was a difference]. A lot of stories that I hear about some of the things, especially what happened with the last contract. I know a lot of supervisors, a lot of staff that had quit the company ... [They don't want to work for Vale] because of the attitude Vale puts out. One guy [I know] ... had been with Vale for almost eight years, like through Inco and then Vale, and he was a supervisor and upper management with Vale, they wanted him to fire three guys and he refused. So, they kept trying to force him into it and he said, "No, I quit, before I do that I'll quit," and he quit on the spot. (Joe, Retired Inco Miner/Contract Miner)

Staffing under the ownership of Vale is also not like it was as Inco. Historically, it was commonplace for generations of miners to work at Inco. It was a place with relatively stable employment, decent wages, and good benefits negotiated by the union. However, under the ownership of Vale, not only has the management style deterred workers from wanting to work at Vale, but the aggressive negotiation practices and attempts to weaken the collective agreement with Local 6500 has made working directly for the company less appealing.

Tarnishing the Golden Handcuffs: Inco No Longer the Golden Ticket to Life-Long Employment

Working for Inco was a “golden ticket” to full-time work and a good pension. Since the sale of Inco to Vale, workers no longer view Vale as the “bread-and-butter” job of Sudbury. They no longer feel a familiar bond; instead, they feel a sense of distance or alienation from Vale. This shift in subject position has led to a loss of commitment or career-long dedication to the company. With the increased use of contracting out and declining union membership, workers also have lost the feeling of commitment and familial bond with their coworkers. Company policies, corporate image, and competition from mining supply companies to attract workers has presented challenges in recruitment for Vale. The company held a hiring fair in February 2020 in hopes of attracting qualified candidates, something they haven’t done in decades (Keown 2020). USW Union Representatives Jonathon and Will have both witnessed how workers no longer see Vale as their long-term employment goal:

Inco was the bread-and-butter job to have in Sudbury, and now we’re getting people quitting jobs that most young kids jumped at back then ... [the union is] starting to compete with some of the contractors, they’re undercutting us ... contractors, who pay more than we do seem to take our young apprentices ... we had five guys quit, and there’s nobody banging on the door to get hired ... [I’ve seen some guys work] two shifts, quit, get hired by a contractor, come back to

the same plants for steady days and weekends-off job. And make twenty bucks an hour more. (Jonathon, Union Representative, USW)

Workers no longer feel a sense of intergenerational commitment to Vale as they did to Inco. There is no longer a sense of pride for young male workers to follow in their father's footsteps. Jonathon's quote suggests workers choose flexibility and wages over commitment, further showing the loss of the parental bond workers once felt towards the company. The creation of the mining supply and services sector as discussed in Chapter 4 coupled with shifting subject positions of workers and the decline of the union's embeddedness into community and social life discussed earlier in this chapter has diluted any commitments workers had to the company. Similarly, Will stated that in his experience, as soon as guys get trained by Vale, they quit. Workers no longer see working for the company as a long-term goal but rather a means to getting a better job.

Historically, the company was able to attract workers easily because of the pay, benefits, and the coveted "30-and-out clause," which states that workers can retire with a full pension after thirty years of service. The phrase "Mother Inco" does not hold the same meaning it once did. It used to be a goal of mine workers in Sudbury to

get a job with Mother Inco. Vale doesn't have that respect [among workers] ... We have employees actually telling their kids, "Don't apply. Don't come to Vale," because of the company's structure and the way they treat their employees ... I don't have the numbers about the quits, we know we've done some, I don't have them off the top of my head, but it's crazy. And why? Because, to use the company's wording, people have the flexibility now. They don't need to stay, so they come and go, and it takes a lot of money and training to get somebody up to par to be where they are, and then they just walk away. (Jonathon, Union Representative USW)

Jonathon, a union representative, explained that one of the main draws to work at Inco throughout the term of your career was the Defined Benefit pension plan. Under this pension plan, workers were guaranteed a predetermined level of income throughout their retirement years as long as they

remained with the company until retirement. However, one of the union's losses as a result of the 2009–2010 strike was a movement from a Defined Benefit (DB) to a Defined Contribution (DC) pension plan (Peters 2010; Jonathon, Union Representative USW, pers. comm.). This change in pension plan has not only affected employee turnover but also new employee commitment to the company and resulting commitment to the union. Jonathon explained the shift as follows:

As of 2010, the DC plan came in, so everybody who is a new hire has the DC, so they don't have any, um, how would I say it? They have no reason to stay, they don't have any incentive to stay or commitment, and [new employees] don't care about what this company does in the future. They don't give a shit because they're gone. So even if you work thirty years or whatever and you have your pension plan that you've put together and it's your own, and you leave, they have no stake in the game. Right now, [senior employees] have a DB plan. We need to stay here, we need this company to be successful in the future. I'm doing everything I can to make this company successful, I need the company to be successful. (Jonathon, Union Representative, USW)

Will added:

[Workers] get the pension, but the company has tampered with the pension, for the newcomers, so it's too bad because they used to call it the golden handcuffs and even management is telling me, before we had the golden handcuffs, like myself 12 years ago, I felt like quit, quitting, ... then you start looking at your pension and you say, huh, you know pension in 15 years so, you kind of, that's why they call it the golden handcuffs right... Ya, you say, "I'll be okay, I'll transfer jobs, I'll move around." So, the new, the new employees don't have that and they're leaving. So now, if they get another job offer they move on with their pension, and that's what it is, so... companies even have a hard... Sudbury region has a hard time with it, and I think Brazil cares about it because it's like that in Brazil. In Brazil they change all their staff, they say the average seniority there is five years because people get fired and they quit, most of them get fired and just they hire somebody else and you got that little pension which is, after five years not worth nothing. (Will, Union Representative, USW)

Workers had been incentivized to stay at Inco for the guaranteed pension and benefits package. They knew that working at Inco for their career would guarantee them a high quality of life after retirement. Workers were also tied to the company, as their pension was “locked in” until the worker retired after 30 years of service. With changes to the pensions made by Vale, the retirement

benefit is dependent on how much the worker contributes and how well these funds do as investments. These pensions are also transferable, meaning that if the worker decides to leave Vale, they can take the pension with them. This gives workers the option to leave the company if they feel they can make more money or receive better conditions somewhere else, making it less likely they will remain at Vale for the term of their career. Workers may also feel less of a commitment or responsibility to stay with the company as they don't feel the same relationship towards the company, with little confidence that the company is caring for them or seeking to care for them after their retirement. Will, a union representative with USW, explains how, in recent years, he has observed challenges in retention and recruitment of new workers:

I do the [orientation for all the] new employees and... some of them are supposed to be in the classroom and their buddies are there and they say, "No, he won't be coming, don't worry about him cause he's gone somewhere else." They do all the prep and they're almost there, then they get a better job offer and they say it's DC and all these benefits... if you look at the contractors, the different unions, they got benefits, they got, they make 40 to 50 dollars an hour, and they're paying into the DC, so they're benefitting by staying there ... like if we wanna talk about my son-in-law, sometimes he makes up to \$50 an hour, he's building his own pension, he's telling me his pension will be looking like \$9,000 a month at 55 to 60. (Will, Union Representative, USW)

When Vale negotiated changes to the pension system, they made it a two-tier system. Workers already employed at Vale prior to signing the agreement would retain the current pension. New employees hired after signing the contract would be covered under the new pension system. This has motivated senior employees to stay with the company until retirement, however, new employees are more challenging to retain.

Solidarity in Good Times and Bad

Solidarity of workers, the union and the community was evident not only in the good times but also during times of strife. Alex, a retired USW rep, describes the militancy of the union during historic strikes:

... back in the '60s when I started, and in the '70s, our guys were much more militant. Inco was flying in the bosses in the helicopter and our guys were shooting at them. So, that was a different time. If there were scabs, I'm sure that [the union guys] would have found out where they were staying and there might have been much more violence. Today people are more mature and the laws are stricter ... we never had an issue when I was there with scabs, it wasn't even a thought. [When the union was on strike, Inco was down.] And then, after a period of time, the bosses would be going in and out. I worked there for a long time and I'm saying a good 90% were good guys. They would come in and they would shoot the shit and they would bring the guys out some pop, or whatever, and they were good guys and it was just a strike. I never had any personal animosity towards them during a strike or after a strike. (Alex, Retired Union Representative USW)

After the strike, workers seemed to relinquish harsh feelings. Despite hostile times within the company during a strike, workers still believed in the company. Levi, a retired Falconbridge miner also remembers joining in solidarity with his father on the picket line:

I remember my dad, now this was back in the 1960s, my dad shooting at helicopters for God's sake ... I was there. I was on the picket line with my dad with his .22 [shotgun] and taking poke shots at the freaking helicopters because they were saying, "You're not freaking coming through here" ... they were a lot tougher back then ... Like now ... what can you do, six to seven people on the picket line, what you gonna stop with six to seven people? I mean, so, I don't know. I look at guys like me, from the 1970s, I got the best of it. (Levi, Retired Falconbridge Miner)

Levi remembers this as “the good times,” when the union was able to bring the community together as a demonstration of strength against the company. However, as seen in the 2009–2010 strike, the union has lost some of the power and militancy to fight against the company. Paul provides an

example of how far the community has shifted away from solidarity with the unions and the workers:

[When I was growing up, The Union drew] people closer, and then I seen the opposite when our strike began here [in 2009], where it drew some people further apart, and that was a tough thing because we had members come in whose stepson would cross the picket line ... so it really did separate [people] ... the year-long strike was challenging, and it was pretty negative. (Paul, Union Representative, USW)

This example of how the Sudbury community showed a lack of support for striking workers demonstrates the disconnect that has developed as fewer workers not only work directly for Vale but also are employed in non-union jobs. Paul, a USW union representative, believes that while, admittedly, there were some negative points throughout the strike, some positive outcomes have made the union stronger:

A lot of good people came out of that strike and some brand-new activists as well. I guess it sort of had to happen in a way because it... I'm not saying the strike had to happen, but in order for us to sort of rebuild, and attract new activists, because the reality was that... you know, just the local itself was sort of stagnant and I talked to other people in other locals, and other unions, and it's sort of the same thing, right. And it took that turmoil for people to understand that sometimes you just gotta fight for what you've got. And in the past, people did fight for what we have (Paul, Union Representative, USW)

Paul feels that the strike created a renewed sense of solidarity among members and reinvigorated the union. Workers who were not overly involved with the union found renewed interest in becoming union activists and union representatives in order to help protect the rights of the membership from Vale. This renewed level of interest in the solidarity and purpose of the union gives hope that renewal of the union's position of power is attainable.

Hope is Not Lost

Despite the many challenges facing USW Local 6500 including: the decline of unionized workers within the Sudbury mining industry; ownership by an anti-union global commodity producer; and a shift to precarious employment, the reflections of interview participants suggest hope is not lost for the union to regain some of the power that has been lost. Labour continues to play a key role in supporting the rights of workers and pushing for legislative changes for aspects of work such as health and safety which benefit all workers, unionized or not. Many workers still come to see the value of unionization at some point in their work lives. Paul, a union representative with USW, recalls when he realized he wanted to be part of a union:

I worked for an asshole of a boss and I realize that there has to be a referee in the workplace. Although I wasn't a union person leading up to that point, I was always pretty vocal, and I actually cared about my friends that I work with, because really what it is underground because you are partnered up with your partner not for months but years, your kids grow up together, you hang out together during weekends. He looks after you, you look after him, and you look after his family as well, and he looks after yours, that's just the way it is. And so I understood at that time that there had to be, the union had a purpose, and although they weren't always there, you didn't always see what they did, they always worked in the background. (Paul, Union Representative, USW)

Paul saw the solidarity and comradery that was possible with being a part of a strong union community. While already discussed in this chapter, some of this union solidarity has been lost, however, Paul's narrative resource and his still strong connection to the union makes him an asset in growing union strength. Jonathon affirms the importance of Levesque and Murray's (2010) concept of narrative resources. Jonathon thinks that some workers have forgotten that union struggles have given workers the benefits and wages they have today. When asked how the union should move forward and if he thought organizing contract workers is a viable option to regain union power, he responded by saying:

In my opinion ... moving into the future, we have to more or less put a fence around our minds and stuff, and say anybody working in those mines is going to pay dues too ... That's what we need for us to survive and be able to represent ... [Contractors] working at Vale are benefiting from [our union's] struggles ... they also make money off our backs because we're making sure that our guys are getting paid at a certain level, so that means they're going to get paid at least this much ... All that we do for our members, using their money, through union dues, [contractors] are benefiting from it. And so, to ... stay competitive ... [we need] to say, "If you come in and work here, you're paying us dues, because we're fighting for you anyways" ... I don't know [how to achieve this] ... you'd have to do it, it's the law, through legislation. (Jonathon, Union Representative, USW)

While union officials such as Jonathon don't have all the solutions, many have a positive outlook for the future. As stated by several union representatives throughout this dissertation, despite decades of pushback towards the company on the issue of contracting out, the union still sees the value of continuing that fight. As stated by Ongarth (2022) unions are perhaps the greatest “check against precarity ... The stronger the union, the less the workers' precarity” (para 2).

The shift away from a highly unionized workforce, towards a non-union, precariously employed workforce within the Sudbury mining industry has not only affected the union's power to influence corporate policies and protect worker rights but has also profoundly shifted the narrative resources workers can call upon, among them workers' subject position. This shift in subject position is evidenced through the narratives of mine workers. Their experiences demonstrate a clear shift in their commitment to the company, moving away from an affectionate, albeit nostalgic relationship with Inco to a hostile one with Vale. Problematically, some workers feel a sense of being enslaved by Vale, whereas under the ownership of Inco, workers felt they would be provided for. This chapter has shown that workers feel a loss of familial connection to the company and the union. Underlying this is a loss of family and identity in an industry with “diminished income and employment security and a general growth in precariousness” (King 2023:224). Similar to rank-and-file workers interviewed by King (2023) interviewees of this

dissertation research commonly felt nostalgia for times past and a current sense of loss. To the extent that one's identity, or subject position, can be the foundation of union's nostalgia, the Sudbury case is one in which these narrative resources have changed profoundly.

Conclusion

This chapter provided insights as to the potential consequences of the shift from unionized employment to precarious employment on the workers perceptions of work and commitments to their employer and to the union, In response I argue the shift away from a highly unionized workforce towards a precariously employed workforce within the Sudbury mining industry has not only affected union power to influence corporate policies and protect worker rights but has also had a negative social impact on workers, families, and the community outside of the workplace. The decline in unionization has also led to a loss of social structures for workers that once centered around union halls, depleting the narrative resources to which they have access. The loss of union halls, union community engagement, and depleting narrative resources is a reflection of the broader shift in the dynamics of the labour movement, a distancing from social unionism, and financial constraints on unions. A disconnection and loss of commitment to the mining company/union, as tied to a worker's identity, is clearly articulated by workers. Workers have experienced a generational shift in their subject position or their social/cultural identity. This includes redefining historic gender roles within the union and the Sudbury mining industry as a whole. As argued in this chapter, this shift in subject position has paralleled the rise of precarious employment, the decline of the unionized workforce at Inco's/Vale, and an overall breakdown of the standard employment relationship. Unions have struggled to maintain solidarity among the

workforce and within the community as workers' connection to the union and the union halls become diluted along with the power that accompanied rich narrative resources of the past.

Chapter 7 – Conclusion: Fighting for the Future of a Powerful Mining Union

Introduction

This dissertation explores the rise of precarious employment and its relationship to union power within the Sudbury, Ontario, Canada mining industry between 1969 and 2020. The year 1969 was chosen as the starting point for this research as this was the first year that contracting out language was included in the USW Local 6500 collective agreement, signifying the point at which the union identified the practice as a threat to its membership and to union security. My research draws on key historic moments in USW Local 6500 history, points of labour negotiations, changes to the collective agreement language on contracting out, and the change in ownership from Inco to Vale, of one the largest “global producer[s] of iron ore and nickel” (Vale 2024). I argue these moments have shaped and reshaped union power, the Sudbury mining community, and USW Local 6500 as a union. This dissertation not only provides an overview of the changing nature of employment within the Sudbury mining industry and the union’s response to these changes, but also analyzes how the conditions contributing to this change and the perspective of workers, their subject position, and the narrative resources available to the union are correlated. Using USW Local 6500 as the focus of this case study allowed for in-depth analysis of the complex issue of precarious employment within the Sudbury mining industry. This chapter provides concluding thoughts on the research and suggests implications of this research on the employment relationship, precarious employment, and union power.

In chapter 2 “Declining Union Power and Rising Precarious Employment” I presented the theoretical and methodological approaches for this dissertation which are informed by the work of

political economist Leah F. Vosko. Her analysis and theorization of precarious employment in the Ontario labour market suggest that the transition away from standard employment as the normative model of work has intensified the commodification of labour and furthered “the erosion of security and freedom in the wage-relation” (Vosko 2000:3). Given that even the most precarious forms of employment within the mining industry are relatively well paid, I looked for other distinct features of precarious labour in mining such as the loss of stability and security for workers. My findings demonstrate that the norms of employment within the Sudbury mining industry have become ‘feminized’ since the 1970s, in that jobs increasingly have taken on the characteristics of jobs historically associated with work occupied by women. Despite high wages, workers are increasingly faced with unstable and insecure work arrangements, there is a lack of commitment from employers to workers, and a disconnection between workers and their colleagues, their employer, and their union persists. As elaborated on in Chapter 6, Sudbury mine workers have experienced an overall shift in the subject position as the industry moved from a deep investment in the standard employment relationship to precarious employment.

In this dissertation, I adopted the perspective of Levesque and Murray (2010) who define union power as the union’s ability to successfully “represent workers’ interests, to regulate work and to effect social change” (2010: 335). Corporate decisions by Inco and later Vale to decrease the number of full-time, permanently employed, and unionized workers began in the late 1960s and continue today. I argue this is a strategic management decision to cut operational costs, increase flexibility and reduce the power of the union. The power of the union is not exclusive to membership numbers or strategies the union employs but is partially dependent on the economic and legislative climate under which the union operates. Since 1969 the union has seen much change, experienced gains, and felt significant times of defeat. Unfortunately, the constant is the

union's ongoing battle to limit the practice of contracting out and the continued shift towards precarity within the Sudbury mining industry.

Chapter 3 “Methodology and a Case of United Steelworkers Local 6500” outlines an interdisciplinary methodology for the three methods of data collection used as part of this dissertation and introduces the case study of USW Local 6500 and Inco / Vale to investigate the relationship of precarious employment to union power. First, archival documents from local labour leaders, politicians, and the media provide historical insights to frame the context of this research and situate the positions of the company and the union throughout history. This research was then coupled with an analysis of contracting out language from 13 collective agreements negotiated between USW Local 6500 and Inco / Vale to highlight periods of strength for the union. These periods mark a time when the union was able to negotiate perceived gains or strengthen contracting out clauses. Data from archival records, collective agreement language, media publications, and published written accounts from union leaders, was used to develop interview questions for the second phase of this dissertation. Thirty-five (35) semi structured interviews were conducted with union officials (24), contract miners (3) and industry key informants (8). This research traces 1) neoliberal management strategies; 2) the change in ownership from Inco to Vale; and 3) labour's resistance to engage in a socially aware view of union power alongside of legislative and policy changes that have shifted bargaining power in favour of Inco/Vale away from workers and unions, all explored throughout Chapters 4-6.

Since 1969, USW Local 6500 problematized precarious employment and contracting out as evidenced by the introduction of contracting out language in the 1969 collective agreement. Chapter 4 “Human Resource Practices and The Rise of the Mining Supply and Services Sector in the Sudbury Mining Industry” examines what conditions have contributed to a fundamental shift

to the dominant employment relationship within the Sudbury mining industry from standard, stable employment to precarious employment within the period of 1969 to 2020. This chapter addresses the research question: Examining the period 1969 to 2020, what conditions have contributed to the decline of direct employment and the shift to a more precarious workforce within the Sudbury mining industry? I argue that declining levels of direct employment and increasing use of contracting out have been a management strategy used by Inco/Vale to increase flexibility and limit the power of the union. Beginning under the ownership of Inco, and continuing under the ownership of Vale, the company steadily divested from aspects of the business which they deemed non-essential to the main business of mining which is extraction and processing material. Divestment was part of an overall neoliberal strategy to control the workforce, reduce employer responsibilities for the workforce, and encourage flexibility in staffing. Falconbridge, the second largest mine owning employer in the Sudbury mining industry, also engaged in similar divestment strategies demonstrating Inco/Vale's strategies were representative of the industry as a whole.

The process of divestment did not eliminate the need for many of these jobs but rather shifted responsibility and staffing to third party firms, which in turn, created the mining supply and services sector, a \$10 billion dollar sector made up of over 1,400 companies, and employing over 40,000 workers (Ontario Mining Association 2023a). Much of the employment that was created within the mining supply and services sector, deviates from types of jobs that would be classified under the standard employment relationship, which workers experienced as employees of Inco. Alongside the mining supply and services sector, the temporary employment industry has been steadily expanding creating further precarity within the larger local mining industry. Much of the workforce within the mining supply and services sector can be categorized as precarious despite retaining high wages and employment benefits, making precarious employment within the

Sudbury mining industry distinct from traditional precarious jobs found in retail and the service sector and as discussed in the existing literature. The feminization of employment norms has also altered the historic definition of masculinity and the male breadwinner model, as jobs within the Sudbury mining industry were reshaped to take on characteristics of employment once only associated with women's work in retail, service and other sectors.

Chapter 5 "Who's Got the Power?" focuses on the union's struggle against, and response to, contracting out, and how these experiences have shaped and reshaped union power. This chapter addresses the research question: How has contracting out shaped and reshaped union power for USW Local 6500 between 1969 and 2020? In this chapter I argue that despite the utilization of numerous strategies including (1) plant-level resistance in the form of direct action and grievances at the plants; (2) contract language; and (3) strike activity, USW Local 6500 has been relatively unsuccessful in preventing the growing level of contracting out between 1969 and 2000 as evidenced by the continued decline in the unionized workforce and the rising use of contract workers. In this chapter I analyzed the language on contracting from 13 collective agreements between Inco/Vale and USW Local 6500. I relate this analysis of the collective agreements to the reflections of interviewees on the development and growth of contracting out, to document the growth of this management strategy at Inco/Vale. Interviewees also recounted resistance strategies and provided commentary as to the effectiveness of these strategies as listed above. While interviewees did acknowledge periodic union gains, supported through the evolution of contract language, the union has been unsuccessful in maintaining a long-term position of power in this fight against contracting out.

Chapter 6 "A Way of Life and a Sense of Identity: The Social Loss of Mother Inco" explores the potential consequences of the shift from unionized employment to precarious

employment on the worker's perceptions of work, their commitments to the company, and to the union. This chapter addresses a third and final research question: What are the potential consequences of the shift from unionized employment to precarious employment on the workers' perceptions of work and commitments to their employer and to the union? I argue that the degradation or depletion of the union's narrative resources, the stories that carry forward the understandings and ideologies of the union's actions and history (Levesque and Murray 2010), are a major effect of the rise of precarious employment in the Sudbury mining industry. As membership declines and workers become less entwined with the union culture, these stories become depleted, becoming more historic myth than sources of solidarity leading to a profound shift in worker's subject position. Beginning in 1944 with the establishment of Mine Mill and Smelter Workers, Local 598, mining unions established strong ties to workers, families, and the broader community. The union became entwined in many aspects of social life and union halls became community social hubs. However, events such as the raids by USW in 1966, declining union membership, diversification of the Sudbury economy, women's increased participation in the paid workforce, and rising levels of precarity within the mining industry since the 1970s, have weakened the social and industrial ties to the union. The sale of Inco to Vale further shifted workers' subject position as they no longer feel a sense of commitment or respect towards the company. Worker's disconnection to the company has presented challenges for USW Local 6500 to engage the workforce and pass on narrative resources to future generations of workers. This loss has affected union solidarity and in turn affected the union's power to influence corporate policies and protect worker rights.

Implications of this Research

This research provides a better understanding of the employment relationship, precarious employment, and union power within a male-dominated, and unionized industry. This dissertation sheds light on the consequences of the feminization of employment norms within the Sudbury mining industry between the period of 1969 to 2020. Findings draw attention to shifting perspectives on employment and what it means to work in hardrock mining. Three key concepts are expanded through this research: the employment relationship, precarious employment, and union power.

The Employment Relationship

This dissertation illustrates that there has been a decline or a shift away from the standard employment relationship within the Sudbury mining industry between the period of 1969 to 2020. I have argued that the decline of the standard employment relationship has been a management strategy to reduce costs, increase labour flexibility and remove power from mining unions. Inco/Vale alleviated their employment commitments (pay, benefits, job security, etc.) by shifting these commitments to third party contract companies or temporary employment agencies (Lewchuk, Clarke, and de Wolf 2011). A shift from standard employment to precarious employment has had a negative effect on workers. This is supported by the work Vosko (2000) observing that “with the shift away from the standard employment relationship since the early 1970s and the coincident rise of the temporary employment relationship – two trends that reflect the feminization of employment – workers situated at the expanding margins of the labour market are increasingly treated like commodities” (2000: 3). These assertions align with Josh’s contention, as discussed below, that Vale executives saw workers as nothing more than interchangeable parts of the production process.

Scholarship that examines the history of the Sudbury mining industry illustrates the growth and decline of employment within the sector, demographics of the workforce, and the importance of the mining industry to the success of the local Sudbury economy and the worker's subject position (Bray and Gilbert 1995; Buse 1993; 2009; Closs 2008; Espley, Francis, and Castonguay 2002; Keck and Powell 2006; 2008; King 2019b; Leadbeater 2008, Robinson 2005a; 2005b). The published histories of local union leaders and labour activists help to map the struggle to gain and maintain the standard employment relationship, as well as the rise of precarious employment (Brasch 1997; 2005; 2007; 2008; 2010; Gilchrist 1999; McKeigan 2008; Mulroy 2019; Seguin 2008; Steedman, Suschnigg, and Buse 1995). Literature that focuses on the labour-management relations within the industry document waves of aggressive anti-union strategies that have impacted the union's ability to work cooperatively with the company to maintain the standard employment relationship (Beck et al. 2005; Buse and Steedman 2014; Chaykowski 1992; Clement 1981). More recent literature examining the 2009-2010 USW / Vale strike highlights Vale's intentions to dissolve the longstanding and coveted standard employment relationship in favour of contracted precarious employment (Aguzzoli and Geary 2014; Peters 2010). This literature all converges to support my argument that the erosion of the standard employment relationship is a purposeful management strategy to restructure the employment relationship from standard to precarious.

My understanding of the standard employment relationship is shaped most heavily by the work of Vosko (2006) who defines the standard employment relationship as the normative model of employment, established in the post-World War II years. This employment relationship was built on the premise of a relationship between one worker (or union) and one employer, standardized hours of work, continuous employment, and became the foundation for the creation

of labour legislation (Kalleberg 2013; Vosko 2000). In the post-World War II era, unions fought for assurances such as a standard minimum wage, a living wage, and an eight-hour workday. For labour, “[a] ‘living wage’ (for male breadwinners) and an eight-hour day were clear priorities” (Heron 2012: 76) alongside automatic dues checkoff to ensure union security. As discussed in Chapter 1, the standard employment relationship was built on the idea of a bilateral employment contract (Kalleberg 2013) where the company was committed to providing workers some financial stability. In turn, workers were committed to one employer for the duration of their career. This work would be continuous, offer standardized working times, and adequate pay to the male breadwinner. Unionization reinforced this entitlement, or at least the expectation of these standard working conditions for Sudbury’s white, male mine workers starting in the 1940s. Generations of workers were able to realize the coveted standard employment relationship by working at one of the local mines – Inco or Falconbridge. For decades, the standard employment relationship in the Sudbury mining industry was associated with masculine identities of mine workers and successful employment. For women however, as discussed in Chapter 2 and elsewhere in this dissertation, the opportunity to achieve the standard employment relationship as a paid mine worker was not possible until 1974 when workplace legislation allowed women to participate in the paid mining workforce. Men’s position as miners and bread winners, in many ways, were contingent on women’s unpaid, supportive role in the home, in the union, and in the community. Deeply entrenched beliefs about masculinity and mining jobs amongst union members left little room for the participation of women beyond volunteer auxiliaries. Even once women were legally allowed to participate in the paid mining workforce, their path to employment, financial stability, and leadership within unions has been met with resistance from their families, fellow workers and unions (de Blois 2023; Heron 2012; Vosko 2006, 2010; Mulroy 2019). These debates are truly

unresolved in union and industrial histories and will remain a subject of inquiry for decades to come.

An implication of this research is the identification of several shifting points or shocks to the standard employment relationship which should be recognized as a challenge to male industrial workers in a global economy. As discussed in Chapter 6, these shifting points challenged, and in some cases threatened, Sudbury mine workers' understanding of the employment relationship. Perhaps most relevant within the context of today's economy is the effect of global ownership on the standard employment relationship. Under the ownership of Vale, workers' subject position or the way in which they view themselves in relation to work, the meaning of work, and how they view themselves as workers has been threatened. As cited in Chapter 6, Josh, a retired USW Union Representative, expressed his shock that Vale executives questioned workers' financial stability asking, "*who owns all these cars?*". Josh was left feeling that Vale executives viewed employees as commodities, and not productive or worthy enough to each own a car. The Brazilian executive's comments were also a challenge to miners' sense of achievement as full-time, unionized workers and breadwinners. Realizations such as these underscored for the union that Vale did not recognize or value their members as permanent career employees, but rather as disposable and interchangeable workers.

The movement away from widespread standard employment also led to the rise of triangular employment relationships between the worker, the contract company, and the mine owning company (Davidov 2004; Manky 2014; Weil 2014) as discussed in Chapter 2. These triangular working relationships are problematic for workers when it comes to identifying who controls the conditions of work and who is the negotiating party when workplace issues arise. While this dissertation did not explore other aspects of labour-management relations, the

development of these relationships should be explored in future research. The Sudbury mining industry has long been an interesting case for labour-management relations (Chaykowski 1992 and Clement 1981). More recent and developing relationships between management, third party contract companies, temporary agencies, unions, and workers' navigation of these relationships, are deserving of further inquiry.

Precarious Employment

The shift away from the standard employment relationship to precarious employment in a historically male-dominated industry is important in and of itself. Vosko (2006) suggests precarious employment includes all forms of paid employment that fall outside the standard employment relationship including contract and temporary work. This research sheds light on the fundamental shift that has occurred in the Sudbury mining industry from relatively stable, unionized, standard employment to precarious employment within the period of 1969 to 2020. Unlike Standing (2008) who argues precarious workers are a new class of workers, Vosko's theorization supports that precarious employment has always existed. Vosko's distinction is that since the 1970s precarious employment has expanded beyond female and racially dominated work to sectors that had enjoyed a high level of standard employment, developed in the post WWII period. This is the case with the Sudbury mining industry.

As discussed in Chapter 2, some level of precariousness was always present through the contracting out of specialized work. Extremely specialized ('helicopter jobs' as referred to in Chapter 4), and dirty or dangerous work, were historically and continue to be deemed acceptable for contracting out. As Josh, a retired union representative with USW stated in Chapter 5 "[Inco] got ... these companies come in and do that work because our guys just didn't want to do that work anymore. It's too dirty". Other jobs, such as those tied to monetary production bonuses, have

always been considered union work, and it became a threat to union security if these jobs are contracted out (Tom, Retired Union Representative, USW and Bob, a Union Representative, USW). Contracting only became problematic to the union when it began to negatively impact union security and threaten the level of standard employment male workers within the Sudbury mining industry were accustomed to. The union solidified its opposition to most contracting out in 1969 when it fought for language to be included in the collective agreement. It is in the tension between the employer's management approach and the union's reactions to all but the most obvious forms of contracting out, or lack thereof, that we see how precarity and the loss of union power are correlated. In addition, the case of the Sudbury mining industry shows the unintentional creation of a growing sector within the broader mining industry, the mining supply and services sector, which emerged alongside the increasing use of precarity. The mining supply and services sector emerged to create two main forms of precarious employment; jobs characterized by high pay yet lacking security, stability, and commitment, where quality of work is dependent on the employer; and temporary employment sourced through temporary employment agencies. Within the mining supply and services sector, as alluded to by Thomas (2009), flexibility of work and the workers themselves are paramount and exist in a system through which workers are expected to be transient from one workplace to another, be available to work, and be willing to do tasks as needed.

While some companies within the mining supply and services industry grant workers some level of support, temporary employment agency workers lack unionization. An in-depth examination of the temporary employment sector within the Sudbury mining industry was beyond the scope of this dissertation but this sector is noteworthy for labour scholars and labour activists. Interviews reveal that one of the largest temporary employment agencies in the Sudbury area

claims their workers are covered by a union, when in fact, the worker association does not appear to be recognized or certified by the Ontario Ministry of Labour. Matt, a contract miner who previously worked for this temporary employment agency critiqued the expectation of mandatory union dues. Matt states:

[Temp Agency X] actually has a non-existent union that we pay union dues to, it's one guy ... he owns it ... So the story of that is, the owner of [Temp Agency X] found out that [the workers] wanted to start a union so he asked his best friend, 'I'm going to fund you to start your own union' and then [the owner of Temp Agency X] promotes unionism as a good thing just make sure you join in my friends union, he doesn't say it's his friend, so everyone signs union cards and everyone's apart of this [union], one guys collecting union dues and does nothing. (Matt, Contract Miner, Temporary Agency Worker)

He also stated that when he experienced issues in the workplace and attempted to contact the union, they were unwilling to help and discouraged his reporting of the issue:

If you call them, they never answer. When they do, they put it off, they try and hold you off for 48 hours because in the Collective Agreement if you don't put in a dispute within 48 hours then they say 'well sorry it's been 48 hours there's nothing we can do after that'. I'd be 'like I was calling you, I was leaving messages' [they would say] 'oh I know I'm sorry about that' [so I said] 'wherever' [and let it go]. (Matt, Contract Miner, Temporary Agency Worker)

Matt claims that the 'union' or association is an affiliate of the temporary employment agency. Dave, a key informant working for the same temporary employment agency, specified the apparent legitimacy of the union stating: "[our] employees are a part of an association ... we have a collective agreement ... it's a recognized trade union by the Ministry of Labour". There is an inconsistency between Matt's experiences and Dave's assertions. The association's website does claim that all employees are required to pay union dues and the terms of their employment are contained in a document labelled as a 'collective agreement', of which they receive a printed copy when hired. A copy of the collective agreement is not available on the association's website. Temporary employment agencies were not the main focus of this dissertation; however, the above

findings do suggest this area merits further investigation. In addition, the agency's claim to be affiliated to a legitimate union, is cause for concern. Workers in general still associate unionization with better working conditions, stability, benefits, and the belief that the organization to which one pays dues is looking out for the best interests of workers. If an imposter union is not fulfilling these beliefs, it threatens the security of unions as a whole.

Precarious employment within the Sudbury mining industry has been shaped by the corporate strategy of contracting out and is defined through the loss of permanent employment with a single employer, stability of employment, long term employment benefits, such as pensions and health care, and the decline in union representation. This research has demonstrated that the rise and expansion of precarious employment and the resulting decline in union membership has had a direct result on union power, specifically, USW Local 6500 ability to represent workers interests, to regulate the work itself and to effect social change to the benefit of its members.

Union Power

This dissertation adds to the academic literature on union power, expanding on the work of Levesque and Murray (2010), who define union power as the union's ability to successfully "represent workers' interests, to regulate work and to effect social change" (2010: 335). They further suggest union power is influenced by the union's ability to connect with their "own and other union organizations, community groups, social movements" (2010: 339) which has the potential to strengthen union power. The case of USW Local 6500 and hardrock mining highlights how a specific struggle to manage the standard employment relationship and the erosion of that relationship presents a challenge to the expression of union power as a whole.

In the period 1969 to 2020, the union quantified their influence through the inclusion of overt language on contracting out in the collective bargaining agreements. If this practice could be

identified as a contract issue, it could be limited and controlled. The union's position of power was based on the willingness of the company to be an active, cooperative partner, working with the union to limit the practice of contracting out. The union measured this success through negotiated gains in contract language, which the union views as favourable to this goal of a decline in the number of contract workers. But the union's ability to express its power in this way was limited, even as the inclusion of the language was a significant accomplishment at this time.

The most significant challenge to power for Local 6500 in recent history came with the sale of Inco to Vale in 2006, specifically the union's power to regulate work and represent workers interests. Several scholars have pointed to the significance of globalization and corporate global ownership as having a significant impact on union power (Aguzzoli and Geary 2014; Piven and Cloward 2000; Levesque and Murray 2002, 2005), of which the Sudbury mining industry from 1969 to 2020 is an exemplary case. Under the ownership of Vale, the Sudbury mining operations came to account for only a small portion of Vale's global revenue. As the company transitioned to Vale ownership, the company dismantled working partnerships with the union such as the dissolution of the All Mines crew as discussed in Chapter 5, a joint union/Inco initiative to reduce contracting out by 40%. Vale's actions during and after the 2009-2010 strike were also foreign to USW Local 6500. Vale utilized a contract-based workforce during the strike to not only complete maintenance work but continue production activities at a reduced level. Additionally, during the strike, the lack of support from the broader community shifted the union's power to settle the strike in their favour. Following the strike, Vale continued to use significant numbers of contract labour. The union has had to reflect on resistance strategies and how they define a powerful position in the fight against contracting out as previously tried and true strategies no longer work against Vale. Union power in the context of new global ownership requires unions to be far more aware of their

membership's value and local operations impact to the global company as a whole. Levesque and Murray (2003) argue that "globalization entails a re-writing of power relationships between actors, seeking to re-regulate work relations in this new context, and that the challenge for local unions is to reconstitute their sources of power. In particular, within the context of globalization, it appears that local unions must be able to mobilize a broader range of power resources if they are to exert an impact on workplace outcomes" (P. 5). As discussed in Chapter 5, USW Local 6500 continues with this struggle.

Alongside the significance of global ownership is the importance of international solidarity and global alliances (Ross et al. 2015; Marshall 2015, 2020; 2023; Marshall and Garcia-Orgales 2006) for which the Sudbury case is also illustrative. Global alliances have the potential to enhance union power by fostering a unified front against corporate global giants such as Vale and ensure labour rights around the globe are equalized, a lofty but valuable goal. One implication of this research is that unions facing what USW Local 6500 has need greater awareness of their counterparts and proactively seek out this awareness of international solidarity and importance of seeking out and fostering global alliances in order to achieve long term power. As discussed in Chapter 5, under the ownership of Inco, the company was expanding on a global level throughout the 1980s and 1990s, however, my research did not discover overt attempts to build global alliances even throughout the history of the local union. Building global alliances has the potential to allow unions such as USW Local 6500 to leverage the collective strength of workers worldwide to pressure Vale in times of labour disputes or influence political advances to labour policies.

This dissertation focuses on contracting out in the hardrock mining industry and does not fully explore the broader work and importance of USW Local 6500 and unions more generally

within today's workplaces and society. This dissertation still allows me to comment on the significance of this case study to the broader work of unions. As stated by Ross et al. (2015)

[t]oday's unions continue to advocate and act for social justice, making representations to government and their agencies for increases to minimum wage, tougher health and safety measures in workplaces, more resources for childcare, health, education and affordable housing, improvements to employment insurance and social assistance, more resources for training and education, and expanded opportunities for young people and people with disabilities. (P.3)

Not only do unions “provide workers with a more permanent and formal power at work” (Yates 2009: 185), they continue to play a powerful force through effectively influencing social change and the betterment of society. Numerous scholars (Black and Silver 2001; Camfield 2011; Freeman and Meoff 1984; Heron 2012; Ross et al. 2015) have argued the importance of labour in forwarding workplace legislation, social programming, and community structures that benefit all workers. United Steelworkers continues to advance health and safety legislation, support anti-scab legislation, advocate for improvements to social services such as childcare and healthcare, as well as supporting international humanitarian causes. As the largest public sector union in North America, USW still holds a significant amount of political and societal power to influence these changes thanks to their large membership base (225,000), relationships with political parties such as the New Democratic Party (NDP), and alliances with international organizations through the Steelworkers Humanity Fund. Throughout the years covered in this dissertation, USW Local 6500 has contributed to the betterment of health and safety legislation, the expansion of worker compensation benefits and pushing the Worker's Safety and Insurance Board (WSIB) to acknowledge numerous occupational diseases, advocated for improvements to labour legislation and supported numerous local charities. While parts of this dissertation have demonstrated that the fight against contracting out challenges the power of the union, it has also demonstrated the

resilience of Local 6500 to continue the push against anti union strategies in evolving and resourceful ways.

As argued by Levesque and Murray (2010) and demonstrated in Chapter 6, the union's narrative resources are an important source of power to maintain and build solidarity and cohesiveness of the membership and support from the local community. Ross et al. (2015) discusses the importance of union education and member mobilization as key point to rebuild union power stating:

If unions are to be a powerful force for advancing the interests of workers, they must be open and democratic institutions in which members feel genuinely involved. They must be committed to educating and mobilizing members to create an alternative culture to the one established by the wealthy and powerful ... The case for prioritizing deep union democracy in the form of membership participation and empowerment is very strong, particularly if we are concerned with renewing the labor movement's energy and power. ... Greater involvement also means creating stronger bonds of solidarity and mutual commitment that come from ownership of decisions and the experience of working together. Such involvement enhances the legitimacy of unions actions in the eye of both members and outsiders. (Ross et al. 2015:186-187)

While Ross et al. (2015) are not suggesting a movement back to the golden age of unions and union halls is possible, they are suggesting readopting the essence of that period. As discussed in Chapter 5 and 6, Sudbury mining unions arguably held the most power when members were actively involved in union life, community embeddedness and operated on a community unionism model. Perry (1997) suggests "[t]he adverse effects of outsourcing on union political and financial power ... can and may well be offset by an increase in union activism" (P. 533). In line with this is the union's history of struggles and accomplishments as well as the narrative resources shared from member to member and how these struggles were overcome, and gains were won. It is my hope that this document may be used as part of the union's narrative or historical memory for future labour scholars and union activists.

Considerations for Future Research

Women have historically and continue to play a key role in the Sudbury mining industry. Women and their role within the mining industry and the union emerged as a consideration for future research throughout the process of this dissertation in a number of ways. Outside of the workplace women have always provided their unpaid and emotional labour to male workers and families. As highlighted by King (2019a) male union wages perpetuated the male breadwinner model allowing for an income adequate to support women's unpaid maternal labour or lesser paid secondary income outside of the mining industry. Prior to legally being allowed to join the paid mining workforce in 1974 and as dues paying union members, women were highly involved in Mine Mill's women's auxiliaries advocating for social equality, leading social activities, and supporting the work of union men (Steedman, Suschnigg, and Buse 1995). As unionization for Inco workers shifted to United Steelworkers, a less socially conscious union, choosing to focus on the rights of their membership more so than the broader community, women took on a less involved role in union life, however, they continued to pull together community support during strikes and support strike activities (Keck and Powell 2006; Peters 2010). As women entered the paid mining workforce, they pushed gender barriers within the workplace opening avenues for women that broke through traditional roles, yet the struggle for equality with male workers continues today (Mulroy 2019; de Blois 2023). While the experiences of women are pivotal to the history of the mining industry of Sudbury, much of this history is outside the scope of this dissertation in part because of my focus on interviewing union members in the time period 1969 onwards (mostly men) but also a choice to focus on the text of the collective bargaining agreements (CBAs), and the stories unions told about themselves. Women were often excluded from these accounts.

As previously discussed, the mining industry continues to be male dominated as does union leadership within USW Local 6500. In 2020, women workers made up 1.9% of USW Local 6500's membership representing 52 out of approximately 2,700 members (Jonathon, Union Representative, USW). The Ontario Mining Association acknowledges inequality within the industry stating that "Ontario's mining industry creates an equitable, diverse, and inclusive environment for historically underrepresented groups. In 2016, 13% of the workforce were women, 9% were of Indigenous Identities, and 6% were visible minorities. Almost 70% of OMA members reported that they have gender diversity and equity targets with respect to positions of authority. It was challenging to gain access to female participants working within the industry as part of my research. The only female research participant was a temporary employment agency recruiter who had never been employed as a mine worker. Her perspective on working in the industry and the impact of precarious employment was somewhat removed as she could not personally relate to the lived experiences of mine workers.

Future research may seek to focus specifically on women's experiences within the Sudbury mining industry in relation to union power and rising levels of precarity. In most respects the standard employment relationship was possible because of women's unpaid roles as union volunteers and family makers. However, since the 1970s, roles began to shift with participation of women into the paid mining workforce and the rise of precarious employment. While some research has focused on women experiences in paid mining employment, future research could seek to more fully capture the voices of union wives throughout the history of the mining industry and the changing role of women as supportive pillars in union life. The narratives of women could be viewed in comparison to those of male workers presented here, to broaden understanding of the

effects of precarious employment within the Sudbury mining industry on families and the community.

Concluding Thoughts

Precarious employment has challenged union's foundational principles of solidarity among workers, strength-in-numbers, and the belief that if workers "stick together with their fellow workers, they can change things" (Yates 2009:33). The expansion of corporate global ownership, the decline of union membership, and the decline of the overall labour movement has limited the powers of unions to not only enact change but also to increase gains for workers and workplaces. The expanding presence of precarious and contract employees in the workplace has diluted the sense of solidarity and the drive to come together as one unit for one cause has been blurred.

The case of Sudbury's hardrock mining industry was chosen for this interdisciplinary research for several reasons. The city has a long history of male-dominated, industrial employment not commonly associated with discussions of precarious employment. While some level of precariousness was always present within the industry, as certain highly skilled, limited-term tasks were always assigned to contract companies, the union problematized the practice of contracting out as it became more widespread and grew to negatively affect its membership, and the production jobs associated with the main business of mining (extraction and process of materials). These production jobs were coveted by the union because of the knowledge, skills, and abilities required to do these jobs as well as the monetary hourly wage and bonuses that were associated with them. The industry also has a rich and significant history of labour management relations. Local mining unions have played a role in the development of Ontario's labour rights, setting industry standards for workers' rights, and negotiating precedent-setting contract language that has been a model for

union contracts throughout Ontario. Labour relations became complex in new ways for USW Local 6500 with the sale of Inco to the global commodity company Vale in 2006, creating an unfamiliar adversary for the union.

Beyond the company and the union, the city and local economy provide an important backdrop for this study. The City of Greater Sudbury continues to be known as a hub for mining. While city officials and economic development personnel have pushed to diversify the city's economy to be known as more than a mining town, the city is still highly dependent on the local mining industry. Mining remains an integral part of the Sudbury economy and community, its history, and its future. Others have articulated that much of the community has a close familial connection to employment in the mining industry (King 2023). As discussed throughout this dissertation, USW Local 6500 has also proven itself to be just as integral. Despite the many bargaining wins and losses between 1969 and 2020, the union remains dedicated to the betterment of life for its membership, their families, and the community. Regardless of the shift in workplace dynamics and the nature of work within the industry, miners have maintained a sense of occupational pride and occupational identity (King 2023) albeit in vastly smaller numbers of unionized employees.

Throughout this dissertation, I was able to access an invested group of workers who were willing to share their stories of work and life as part of the Sudbury community. This case study was built on a multi-method interdisciplinary approach including the analysis of 35 semi-structured interviews with contract miners, retired miners, union representatives, and industry key informants. I utilized these interviews to gain firsthand insight into the strategies used by USW Local 6500 to combat the rise in contracting out in Sudbury's nickel mines and the effects of contracting out on workers and the community. Interview participants shared their experiences

working within the Sudbury mining industry and their views on contracting out and described the changes in employment they experienced throughout their careers and how the sale of Inco to Vale altered labour management relations. Workers also shared their commitment to the company, how the company has changed over time, and how community ties to, and solidarity with, the mining industry has changed. Industry key informants shared their perspectives on the importance of the Sudbury mining industry and the mining supply and services sector. Archival documents from local politicians and union leaders, media accounts of local union history, and Local 6500 collective agreements were used to inform my interviews and develop the context for this case study.

The Sudbury case highlights some of the significant factors that have affected union power since the 1970s. The sale of Inco to Vale shifted the company and the workforce to be part of a global corporation, a significant shift from Inco's where the company dominated through a Monopoly of the Nickel industry and the Sudbury operations were key to their success. This change effectively weakened the union's position of power as they quickly found that their traditional strategies of withholding labour through strikes and the filling of grievances were ineffective against Vale. The company could financially withstand a loss of revenue in Sudbury through the strike and held little regard for the terms of the collective agreement, seemingly satisfied with allowing the union to deplete its resources through the grievance process. Vale also heavily utilizes contracting out as a means of filling its labour needs instead of hiring unionized workers, further limiting the union's power. The decline in numbers of unionized workers began decades prior to ownership of Vale. Under the ownership of Inco, beginning in the late 1960s, the union began to push back against the company's use of contract labour. In the 1969 collective agreement, USW Local 6500 negotiated the addition of contracting out language for

the first time in an attempt to limit the company's use of the practice. However, the inclusion of this language has done little to dissuade the company from using contract labour. The union could not foresee the extent to which contracting would expand. The focus on protecting its existing membership and increasing membership benefits rather than organizing more broadly points to the business union model adopted by USW Local 6500 and perhaps a gap in the union's foresight to establish local and global allies as discussed in Chapter 6. Very few mining contract companies are unionized. The full extent of unionized contract companies was not explored as part of this thesis but has the potential for exploration in future research.

This dissertation expands the existing scholarship on precarious employment, the shifting nature of employment within Ontario's extraction industries, and the effects these shifts in employment practices have on workers, unions, families, and communities. This research also contributes to the rich history of the Sudbury mining industry by documenting the experiences of mine workers within the community, the struggles of unionized Sudbury mine workers against contracting out, and their views of the corporate push to make employment within the industry more precarious. By doing so, this research examines how the failure to prevent the fracturing of work and the loss of union jobs within the industry has impacted workers, families, and the community.

Throughout this dissertation I argue that a decline in union power is correlated to the rise of precarious employment within the industry and the union's shift away from mandate of embeddedness in the local community, while also attempting to withstand repeated threats to its collective identity. The union's inability to effectively fight against contracting out has been framed by neoliberal management strategies focusing on cost-cutting and labour flexibility through the divestment of non-core mining activities and staff; change in ownership, which transformed

labour relations at Inco/Vale and diminished the role of the Sudbury operations within the corporate structure, thereby contributing to the growing nature of precarity within the Sudbury mining industry; and legislative and policy changes that have increasingly shifted bargaining power away from workers and union, towards corporate control combined with the union's missed opportunities to engage in a more holistic or socially aware view of union power. The continued expansion of precarious employment in the Sudbury mining industry, an economic sector once built upon stable male employment, demonstrates the risk this form of employment places longstanding, powerful unions such as USW Local 6500 and the labour movement as a whole.

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Appendix A: USW Local 6500 Collective Bargaining Agreement (CBA) Language Related to Contracting Out

CBA Start Date: July 10, 1966

President: L.A. (Tony) Soden (1965 to 1967), signed 1, three-year contract as president

Strike During this period: July 14, 1966 to August 8, 1966 (24-day strike and 2 week wildcat)

Language Relevant to Contracting Out: No discussion of contracting out

CBA Start Date: November 15, 1969

President: Homer Seguin (1967-1970), signed 1, three-year contract as president

Strike During this period: 121 days strike

Language Relevant to Contracting Out:

Article 2.3

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services, and to operating efficiency, and to the time required to do the work, use its best efforts to reduce the amount of future production or maintenance work to be "contracted-out" during this Agreement as compared with the amount carried out during the previous Collective Agreement. The Company further agrees that, on the request of the Union, it will meet with the Union and the Local Union at each semiannual anniversary of the date of this Agreement to review, and to enable the Union and the Local Union to make representations with regard to, the Company's "contracting- out" practices during the preceding six (6) month period.

CBA Start Date: July 10, 1972

President: Mickey McGuire (1970 to 1976) elected 2 times, signed 2, three-year contracts as president

Strike During this period: No

Language Relevant to Contracting Out:

Article 2.4

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to minimize the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that, on the request of the Union, it will meet with the Union and the Local Union at each semi-annual anniversary of the date of this Agreement to review, and to enable the Union and the Local Union to make representations with regard to the Company's "contracting out" practices during the preceding six (6) month period.

CBA Start Date: July 19, 1975

President: Mickey McGuire (1970 to 1976) elected 2 times, signed 2, three-year contracts as president

Strike During this Period: July 10, 1975 to July 20, 1975 (10 day strike)

Language Relevant to Contracting Out:

Article 2.4

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to minimize the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that it will meet once a month with the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information supplied by the Company concerning its "contracting out" practices during the preceding month. The Company shall be represented at such meeting by the Superintendent of Industrial Relations and such other Company personnel as he may consider necessary for the purposes of the meeting. The President of the Local Union shall notify the Superintendent of Industrial Relations at least five (5) days prior to any meeting of any specific subjects the Local Union wishes to discuss at such meeting. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate for any time lost during their regular shifts.

Letters of Agreement

This will confirm our understanding that a number of jobs currently being performed by contractors will be done by bargaining unit employees as soon as appropriate arrangements can be made. These jobs are as follows:

Truck drivers engaged in ore and rock haulage at Coleman Mine and Crean Hill Mine.

Bus drivers engaged in the in-plant bus service.

Additional equipment operator jobs consisting of 1 service truck driver, 5 tandem truck drivers, 2 boom truck drivers and 3 front-end loader operators.

CBA Start Date: June 5, 1979

President: Dave Patterson – (1976-1981), signed 1 three-year contract as president

Strike During this period: September 16, 1978 to June 3, 1979 (261 days strike)

Language Relevant to Contracting Out:

Article 2.4

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to minimize the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that it will meet once a month with the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information supplied by the Company concerning its "contracting out" practices during the preceding month. The Company shall be represented at such meeting by the Superintendent of Industrial Relations and such other Company personnel as he may consider necessary for the purposes of the meeting. The President of the Local Union shall notify the Superintendent of Industrial Relations at least five (5) days prior to any meeting of any specific subjects the Local Union wishes to discuss at such meeting. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate for any time lost during their regular shifts.

CBA Start Date: June 27, 1982

President: Ron MacDonald (1981-1987), signed 2 three-year contracts as president

Strike During this Period: June 1, 1982 to April 3, 1983 (32-day strike followed by a 275 day production shutdown)

Language Relevant to Contracting Out:

Article 2.04

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to minimize the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that it will meet once a month with the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information supplied by the Company concerning its "contracting out" practices during the preceding month. The Company shall be represented at such meeting by the Superintendent of Industrial Relations

and such other Company personnel as he may consider necessary for the purposes of the meeting. The President of the Local Union shall notify the Superintendent of Industrial Relations at least five (5) days prior to any meeting of any specific subjects the Local Union wishes to discuss at such meeting. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate for any time lost during their regular shifts.

CBA Start Date: June 1, 1985

President: Ron MacDonald – (1981 to 1987), signed 2 three-year contracts as president

Strike During this Period: no

Language Relevant to Contracting Out:

Article 2.4

The Company agrees that the Union has an understandable concern over "contracting out" by the Company because of its effect upon such matters as job opportunity for the employees. The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, attempt to minimize the amount of future production or maintenance work to be "contracted out" during this Agreement.

The Company further agrees that it will meet once a month with the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its "contracting out" practices. The Company shall be represented at such meeting by the Manager of Maintenance, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance for any time lost during their regular shifts.

Letters of Agreement

This will confirm our understanding with respect to contracting out.

The parties recognize the desirability of minimizing contracting out while maintaining a high degree of manpower flexibility in order to allow Company employees to perform the available work on a cost effective and competitive basis.

The Company renews its commitment to minimize the amount of production and maintenance work to be contracted out.

For the purpose of assisting in the efforts to minimize contracting out, the Company agrees that persons employed by contractors shall not operate Company owned equipment, except in cases of emergency.

In addition, no employee will be demoted or laid-off as a direct result of work being contracted out by the Company.

CBA Start Date: June 1, 1988

President: Dave Campbell (1987 to 2000), elected 4 times, signed 4, three-year collective agreements as president

Strike During this Period: no

Language Relevant to Contracting Out:

Article 2.4

a) The Company agrees that the Union has an understandable concern over “contracting out” by the Company because of its effect upon such matters as job opportunity for the employees.

b) The Company will, therefore, having due regard r to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work; make efforts to limit the amount of future production and maintenance work to be “contracted- out” during this Agreement.

c) No employee will be demoted or laid off as a direct; result of work being contracted out by the Company.

d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.

e) Contractors will not perform work outside the scope of their contract with the Company.

f) The Company further agrees that it will meet once a month with the Local Union Contracting Out Committee consisting of the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its “contracting out” practices. The Company shall be represented at such meeting by the Manager of Central Maintenance and Utilities, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days’ notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance for any time lost during their regular shifts.

Appendix

Current clause amended provide that no employee will be demoted or laid- off as a direct result of work being contracted out. Some contracting out will be curtailed and replaced with the hiring of INCO employees (new).

CBA Start Date: June 6, 1991

President: Dave Campbell (1987 to 2000), elected 4 times, signed 4, three-year collective agreements as president

Strike During this Period: No-

Language Relevant to Contracting Out:

Article 2.4

a) The Company agrees that the Union has an understandable concern over 'contracting out' by ^ the Company because of its effect upon such V matters as job opportunity for the employees.

b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.

c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.

d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.

e) Contractors will not perform work outside the scope of their contract with the Company.

f) The Company further agrees that it will meet once a month with the Local Union Contracting Out Committee consisting of the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its 'contracting out' practices. The Company shall be represented at such meeting by the Manager of Central Maintenance and Utilities, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days' notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance plus any applicable Nickel Price Bonus for any time lost during their regular shifts.

g) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

Schedule U

1) The company will introduce in October 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

b) Mid-size Projects (Projects which are in excess of ten thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the Company will endeavor to provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent It Is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information.

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;

- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule.

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contract-ing for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, con-tracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time coordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the coordinator at his applicable hourly rate plus applicable Cost of Living Allowance and Nickel Price Bonus for up to forty (40) hours in each week, other than vacation weeks.

Letters of Agreement

This will confirm our understanding with respect to advance notification of Small Contracts at Creighton Mine Complex and the Copper Refinery.

The Company will, except in cases of emergency, endeavor to provide the Local Union with notice of Small Contracts at Creighton Mine Complex and the Copper Refinery ID advance of the commencement of the contract work. It is recognized that while it will not be possible in all

cases to provide this advance notification, it is the desire of the parties to make this effort to assist them in better understanding the application of the notification process.

This procedure will be introduced in the stated locations on a trial basis for the term of the Collective Bargaining Agreement, commencing in October, 1991. The Company and the Local Union will meet once each six (6) months to review and assess this advance notification.

CBA Start Date: June 1, 1994

President: Dave Campbell (1987 to 2000), elected 4 times, signed 4, three-year collective agreements as president

Strike During this Period: No

Language Relevant to Contracting Out:

Article 2.4

- a) The Company agrees that the Union has an understandable concern over 'contracting out' by ^ the Company because of its effect upon such V matters as job opportunity for the employees.
- b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.
- c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.
- d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.
- e) Contractors will not perform work outside the scope of their contract with the Company.
- f) The Company further agrees that it will meet once a month with the Local Union Contracting Out Committee consisting of the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its 'contracting out' practices. The Company shall be represented at such meeting by the Manager of Central Maintenance and Utilities, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days' notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The

Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance plus any applicable Nickel Price Bonus for any time lost during their regular shifts.

g) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

Schedule U

(1) The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

b) Mid-size Projects (Projects which are in excess of ten thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the Company will endeavour to provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information:

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;
- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule;

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contracting for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, contracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time co-ordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the co-ordinator at his applicable hourly rate plus applicable Cost of Living Allowance and Nickel Price Bonus for up to forty (40) hours in each week, other than vacation weeks.

The Company will appoint, on a trial basis, a Management Coordinator who will work with the Union Contracting Out Coordinator in connection with the Contracting Out Information and

Review System as described in this Schedule “U”, including the development of trend analyses of the Small Contracts to define Base Load in the type of work normally performed by bargaining unit employees.

The Management Co-ordinator will report to the Vice-President of Production and be a member of the Division Contracting Out Committee and Chair of the Contracting Out Cost Reduction Committee. He will be responsible for preparing and distributing Division statistics and reports regarding contracting out activities. The Management Co-ordinator will also facilitate and promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

In the event a production shutdown is announced, the Management Contracting Out Co-ordinator will chair a special meeting with the appropriate managers, the Union Contracting Out Co-ordinator and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Letter of Agreement

Small Contracts

This will confirm our understanding with respect to advance notification of Small Contracts.

The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work.

CBA Start Date: June 28, 1997

President: Dave Campbell (1987 to 2000), elected 4 times, signed 4, three-year collective agreements as president

Strike During this Period: June 2 June 27, 1997 (26 day strike)

Language Relevant to Contracting Out:

Article 2.4

a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.

b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.

c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.

d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.

e) Contractors will not perform work outside the scope of their contract with the Company.

f) The Company further agrees that it will meet once a month with the Local Union Contracting Out Committee consisting of the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its 'contracting out' practices. The Company shall be represented at such meeting by the Manager of Central Maintenance and Utilities, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days' notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance plus any applicable Nickel Price Bonus for any time lost during their regular shifts.

g) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

Schedule U

(1) The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

b) Mid-size Projects (Projects which are in excess of ten thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the Company will endeavour to

provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information.

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;
- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule;

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contracting for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, contracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time co-ordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the co-ordinator at his applicable hourly rate plus applicable Cost of Living Allowance and Nickel Price Bonus for up to forty (40) hours in each week, other than vacation weeks.

The Company will appoint, on a trial basis, a Management Co-ordinator who will work with the Union Contracting Out Co-ordinator in connection with the Contracting Out Information and Review System as described in this Schedule 'U', including the development of trend analyses of the Small Contracts to define Base Load in the type of work normally performed by bargaining unit employees.

The Management Co-ordinator will report to the Vice-President of Production and be a member of the Division Contracting Out Committee and Chair of the Contracting Out Cost Reduction Committee. He will be responsible for preparing and distributing Division statistics and reports regarding contracting out activities. The Management Co-ordinator will also facilitate and promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

In the event a production shutdown is announced, the Management Contracting Out Co-ordinator will chair a special meeting with the appropriate managers, the Union Contracting Out Co-ordinator and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Letters of Agreement

Small Contracts

This will confirm our understanding with respect to advance notification of Small Contracts.

The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work.

CBA Start Date: June 1, 2000

President: Dan O'Reilly (2000-2001) – elected 1 time, signed 1, three-year collective agreement as president, went on to work USW National office

Jim Gosselin (2001-2003) appointed as president; no contract signed as president retired in 2003

Strike During this Period: No

Language Relevant to Contracting Out:

Article 2.4

- a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.
- b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.
- c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.
- d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.
- e) Contractors will not perform work outside the scope of their contract with the Company.
- f) The Company further agrees that it will meet once a month with the Local Union Contracting Out Committee consisting of the President of the Local Union, two (2) employees and a representative of the Union to review and discuss information concerning its 'contracting out' practices. The Company shall be represented at such meeting by the Manager of Central Maintenance and Utilities, the Superintendent of Industrial Relations and such other Company personnel as may be considered necessary for the purposes of the meeting. If the President of the Local Union provides the Company with at least five (5) days' notice of the desire to discuss at a Section 2.04 meeting specific work which has been contracted out, the Company will advise the Local Union at the meeting of the nature of the work, its expected duration and the approximate number of contractor workers involved. The Company will pay the two (2) employees attending such meetings at their applicable hourly rate plus any applicable Cost of Living Allowance plus any applicable Nickel Price Bonus for any time lost during their regular shifts.
- g) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

Schedule U

(1) The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

b) Mid-size Projects (Projects which are in excess of ten thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the Company will endeavour to provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information.

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;

- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule;

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contracting for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, contracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time co-ordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the co-ordinator at his applicable hourly rate plus applicable Cost of Living Allowance and Nickel Price Bonus for up to forty (40) hours in each week, other than vacation weeks.

The Company will appoint, on a trial basis, a Management Co-ordinator who will work with the Union Contracting Out Co-ordinator in connection with the Contracting Out Information and Review System as described in this Schedule 'U', including the development of trend analyses of the Small Contracts to define Base Load in the type of work normally performed by bargaining unit employees.

The Management Co-ordinator will report to the Vice-President of Production and be a member of the Division Contracting Out Committee and Chair of the Contracting Out Cost Reduction Committee. He will be responsible for preparing and distributing Division statistics and reports regarding contracting out activities. The Management Co-ordinator will also facilitate and

promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

In the event a production shutdown is announced, the Management Contracting Out Co-ordinator will chair a special meeting with the appropriate managers, the Union Contracting Out Co-ordinator and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Letters of Agreement

Advanced Notice of Small Contracts

This will confirm our understanding with respect to advance notification of Small Contracts. The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work.

All Mines Crew

This will confirm our understanding with respect to a new all mines crew. The company agrees to establish within three (3) months of ratification and maintain during the term of this Agreement an all mines crew of eighteen (18) new employees to perform general mine reconditioning work, such as shotcreting, drift reconditioning and related work. This crew will be part of a department to be determined by the company. This crew is being established on the expectation that this work can be and will be performed efficiently and on a cost competitive basis so that it is an economically viable alternative to contracting out by reducing costs, improving quality and limiting the amount of rework. If the crew performs this work on such an efficient and cost competitive basis and to the satisfaction of the company and more of this work is available, the crew will be expanded following discussions with the Union.

The parties will meet quarterly to monitor the effectiveness and efficiency of the crew, its size and the type of work it is performing.

The parties will meet for the purpose of determining how these jobs will be filled. Members of this all mines crew will receive travel compensation on the same basis as Construction Group employees.

Contracting Out Committee

This will confirm our understanding with respect to various contracting out matters and the role of the Contracting Out Committee.

1. The Contracting Out Committee will meet to review and develop recommendations in connection with the use of overtime in the Maintenance and Electrical Departments in order to reduce the amount of contracting out in those Departments.
2. Any alleged use of company unfixed equipment or machinery by a contractor will be referred

to the Contracting Out Committee for consideration and recommended resolution.

3. Should there be any significant change in the scope of a contractor's contract for a Mid-size Project, the change will be brought to the attention of and reviewed by the Contracting Out Committee.

Letter of Agreement

Dear Mr. O'Reilly:

Inco and the United Steelworkers of America are committed to reducing the current amount of contracting out in the Ontario Division and, as a result, improving the business competitiveness of the Division.

This will confirm that Inco agrees to launch this initiative at Mines and Plants to reduce contracting out and to substantially cut ongoing costs by the reduction of contracting out, with the following objectives:

1. To reduce significantly the current amount of mining development, production and support work performed by contractors;
2. To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the 2000 Collective Bargaining Agreement.

The Company and the Union agree to establish a Contracting Out Steering Committee consisting of the Local Union President or his designate, the Local Union Contracting Out Co-ordinator, a Union representative, the Ontario Division Vice-President, the Company Contracting Out Co-ordinator and the Manager of Human Resources.

We all recognize that the scope of and the issues involved in contracting out vary from area to area and agree that the jointly developed Contracting Out Policy and Procedure Handbook will guide us in our task. Each individual area will analyse its contracting out activities as it relates to work normally performed by bargaining unit employees and develop with the support of the Steering Committee a contracting out/cost reduction plan by October 1, 2000, bearing in mind the purposes, objectives and targets of this initiative. It is understood that work that is part of a major capital project (\$1 million or more) may not be covered by this letter.

The Steering Committee will meet as frequently as required and its mandate will include the following:

- (a) the co-ordination and support of the efforts of the Mines and Plants developing their plans;
- (b) the review of the area plans and recommending changes to the plans consistent with

achieving the purposes, objectives and targets of this initiative;

(c) the monitoring of the performance of the Mines and Plants in implementing their contracting out/cost reduction plans during the term of this Agreement; and

(d) communicating the progress of and results from this initiative to all employees of the Ontario Division on a quarterly basis.

If for any reason, the purposes, objectives and targets of this initiative are not realized and/or maintained, the Steering Committee will investigate the reasons for this and facilitate solutions. Only the Steering Committee can deal with issues in connection with this letter.

CBA Start Date: August 28, 2003

President: John Fera – acclaimed, signed 1 three-year contract

Strike During this Period: June 1 – August 28, 2003 (89 day strike)

Language Relevant to Contracting Out:

Article 2.4

The Company agrees that the Union has an understandable concern over ‘contracting out’ by the Company because of **its** effect upon such matters as job opportunity for the employees.

The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be ‘contracted out’ during this Agreement.

No employee will be demoted or laid off as a direct result of work being contracted out by the Company. Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machine which is installed and/or in a fixed location

Contractors will not perform work outside the scope of their contract with the Company.

The provisions of Schedule ‘U’ relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part *of* this Agreement.

Schedule ‘U’

(1) The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

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The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

The Notification Format for Major Projects will contain the following information.

The location of the work;
The type of work;
A description of the work;
An outline of the skills and equipment involved;
An estimate of the duration of the work;
An outline of any anticipated use of bargaining unit employees;

A description of the factors affecting the work schedule;

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regarding contracting out activities. The Management Coordinator will also facilitate and promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

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Letters of Agreement

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3. Should there be any significant change in the scope of a contractor's contract for a Mid-size Project, the change will be brought to the attention of and reviewed by the Contracting Out Committee.

Contracting Out

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1. To reduce significantly the current amount of mining development, production and support work performed by contractors;
2. To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the 2003 Collective Bargaining Agreement.

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- (a) the co-ordination and support of the efforts of the Mines and Plants developing their plans;
- (b) the review of the area plans and recommending changes to the plans consistent with achieving the purposes, objectives and targets of this initiative;
- (c) the monitoring of the performance of the Mines and Plants in implementing their contracting out/cost reduction plans during the term of this Agreement; and

(d) communicating the progress of and results from this initiative to all employees of the Ontario Division on a quarterly basis.

If for any reason, the purposes, objectives and targets of this initiative are not realized and/or maintained, the Steering Committee will investigate the reasons for this and facilitate solutions. Only the Steering Committee can deal with issues in connection with this letter.

CBA Start Date: June 1, 2006

President: John Fera

Strike During this Period:

Language Relevant to Contracting Out:

Article 2.4 Contracting Out

a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.

b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.

c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.

d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.

e) Contractors will not perform work outside the scope of their contract with the Company.

f) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

Schedule U - The Contracting Out Information and Review System Components

Schedule U

The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

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c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information.

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;
- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule;

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the

Final 2006 CBA: United Steelworkers, Local 6500 & INCO Dec. 5, 2006 foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any

operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contracting for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, contracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months.

The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees, including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time coordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the coordinator at his applicable hourly rate plus applicable Cost of Living Allowance and Earnings Based Compensation or Nickel Price Bonus whichever is greater for up to forty (40) hours in each week, other than vacation weeks.

The Company will appoint, on a trial basis, a Management Coordinator who will work with the Union Contracting Out Coordinator in connection with the Contracting Out Information and Review System as described in this Schedule 'U', including the development of trend analyses of the Small Contracts to define Base Load in the type of work normally performed by bargaining unit employees.

The Management Coordinator will report to the Vice-President of Production and be a member of the Division Contracting Out Committee and Chair of the Contracting Out Cost Reduction Committee. He will be responsible for preparing and distributing Division statistics and reports regarding contracting out activities. The Management Coordinator will also facilitate and promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

In the event a production shutdown is announced, the Management Contracting Out Co-ordinator will chair a special meeting with the appropriate managers, the Union Contracting Out Co-ordinator and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Letters of Agreement

Mining Skills & Contracting Out:

The parties acknowledge the current skills shortage in mine development and the impact on the company's ability to create a cost effective sustainable means to address contracting out without impacting current production. The parties therefore agree to the following concepts.

The Company will establish a Mines Training Centre to train employees in order to allow this initiative to proceed. Trainee postings for mines trainers will be posted no later than July 1, 2006.

Once the Training Centre is prepared, no later than December 31, 2006, new employees will be hired to receive training in support mining skills. In addition, the Training Centre will provide training in advanced mining skills for existing employees. In both cases, these employees will be used to backfill future openings created by existing qualified development miners moving to the All Mines Development Department

Inco All Mines Development Department:

The Inco All Mines Development Department will be activated and the company will post an advance notice of opportunity for 16 candidates to join the Inco All Mines Development Department as Development Miners.

The company will communicate with all operations employees in mines to review the ramping-up process for moving to the Department which will include a presentation of the project(s) to which they may be assigned. These employees may then apply for full time unlimited postings in the Inco All Mines Development Department and will move there as soon as all required backfill is in place. These jobs will be posted in advance of the start date to allow for training of replacement employees.

Mileage will be paid to Inco All Mines Development Department employees in accordance with the letter of agreement dealing with travel compensation for Construction Group Employees. In order to bring new employees into a department to replace employees posting to the Inco All Mines Development Department, the company will fill workforce requirements through the request transfer or choice card processes.

Final 2006 CBA: United Steelworkers, Local 6500 & inCO Dec. 5, 2006 Advanced Mining Skills Training:

Once the successful applicants have been identified for the Inco All Mines Development Department, the mines departments from which the successful applicants are chosen will post departmental trainee opportunity notices for employees wishing to take development mining skills training. These postings will be open to employees in a Department who have not received training in the posted classification.

Successful applicants for training will be temporarily transferred to special mines development training work groups located at the Plants where the training will occur until the completion of their training assignments, which are not expected to exceed six (6) months.

Basic Support Mining Skills Training:

An initial crew of sixteen (16) new employees will be hired and trained in basic mine support roles. These employees will be temporarily transferred to special all mines development training work groups located at the Plants where the training will occur until the completion of their training assignments which are not expected to exceed six (6) months. During this period, they may be assigned to different mines to gain experience on select jobs.

Trainee graduates will be assigned to departments as new hires using choice cards to allow them to select their new departments, subject to due consideration of the employee's availability, skills and the requirements of operations. The transfer of employees who fill openings created by mines training postings, may determine departmental vacancies for trainee graduates.

When a job posting is posted in a department for a trainee graduate, any employee in the Department to which the trainee graduate has been assigned, may apply on this posted job and will be considered qualified for the purposes of Article 11.14 of the CBA. If this employee is awarded the posting, the trainee graduate will occupy the job until the employee has successfully completed the training, at which time he/she will be awarded the job as full time unlimited. This job posting process will continue in succession until the trainee graduate is awarded a full-time unlimited posting.

Second Training Round:

When the first group of employees are assigned to the Inco All Mines Development Department, a second cycle of the above process will occur, thereby bringing the Department to a total of 32 development miners.

Future Mine Development Requirements:

The Mines Training Center will continue to train mine development miners to supplement the Inco All Mines Development Department should sufficient work remain in mine development headings. The Inco All Mines Development Department will remain active if mine development contractors are operating in any of the six (6) mines active at the time of the agreement. In all cases, the Inco All Mines Development Department will be expected to meet and sustain appropriate performance standards.

Advance Notice of Small Contracts

This will confirm our understanding with respect to advance notification of Small Contracts. The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work.

All Mines Crew

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This will confirm our understanding with respect to various contracting out matters and the role of the Contracting Out Committee.

1. The Contracting Out Committee will meet to review and develop recommendations in connection with the use of overtime in the Maintenance and Electrical Departments in order to reduce the amount of contracting out in those Departments.
2. Any alleged use of company unfixed equipment or machinery by a contractor will be referred to the Contracting Out Committee for consideration and recommended resolution.
3. Should there be any significant change in the scope of a contractor's contract for a Mid-size Project, the change will be brought to the attention of and reviewed by the Contracting Out Committee.

Contracting Out Steering Committee

Inco and the United Steelworkers are committed to reducing the current amount of contracting out in the Ontario Division and, as a result, improving the business competitiveness of the Division.

This will confirm that Inco agrees to launch this initiative at Mines and Plants to reduce contracting out and to substantially cut ongoing costs by the reduction of contracting out, with the following objectives:

1. To reduce significantly the current amount of mining development, production and support work performed by contractors;
2. To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the

2003 Collective Bargaining Agreement.

The Company and the Union agree to establish a Contracting Out Steering Committee consisting of the Local Union President or his designate, the Local Union Contracting Out Coordinator, a Union representative, the Ontario Division Vice-President, the Company Contracting Out Coordinator and the Manager of Human Resources.

We all recognize that the scope of and the issues involved in contracting out vary from area to area and agree that the jointly developed Contracting Out Policy and Procedure Handbook will guide us in our task. Each individual area will analyse its contracting out activities as it relates to work normally performed by bargaining unit employees and develop with the support of the Steering Committee a contracting out/cost reduction plan by October 1,2000, bearing in mind the purposes, objectives and targets of this initiative.

It is understood that work that is part of a major capital project (\$1 million or more) may not be covered by this letter.

The Steering Committee will meet as frequently as required and its mandate will include the following:

- (a) the co-ordination and support of the efforts of the Mines and Plants developing their plans;
- (b) the review of the area plans and recommending changes to the plans consistent with achieving the purposes, objectives and targets of this initiative;
- (c) the monitoring of the performance of the Mines and Plants in implementing their contracting out/cost reduction plans during the term of this Agreement; and
- (d) communicating the progress of and results from this initiative to all employees of the Ontario Division on a quarterly basis.

If for any reason, the purposes, objectives and targets of this initiative are not realized and/or maintained, the Steering Committee will investigate the reasons for this and facilitate solutions. Only the Steering Committee can deal with issues in connection with this letter.

CBA Start Date: July 8, 2010 – May 31, 2015

President: John Fera () (retired after signing – Rick Bertrand moved up from vice)

Strike During this Period:

Language Relevant to Contracting Out:

Article 2.04 Contracting Out

- a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.
- b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services

and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.

c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.

d) Persons employed by contractors shall not, except in cases of emergency, use or operate Company owned equipment or machinery. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.

e) Contractors will not perform work outside the scope of their contract with the Company.

f) The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, operated mobile equipment and annual review form part of this Agreement.

SCHEDULE 'U'

(1) The company will introduce in October, 1991, a new comprehensive procedure to be known as The Contracting Out Information and Review System. The System shall have the following components:

a) Major Projects (Projects which are in excess of one million dollars)

As soon as reasonably possible after receiving final approval for funding a Major Project, the Company will notify the Local Union in writing of the Major Project using the Notification Format. The Local Union executive and the Committee will meet with the Company within seven (7) days of receiving notification to review the work content of the Major Project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

b) Mid-size Projects (Projects which are in excess of ten thousand but not more than one million dollars)

The Company will provide the Committee every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected duration and the approximate number of contractor workers involved. In the case of Mid-size Projects for which funding approval has been received, the Company will endeavour to provide the Committee with notice of such Mid-size Project as soon as reasonably possible after receiving the final approval. At the next Contracting Out Committee meeting, the Company and the Committee will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and

possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work.

c) Small Contracts (Work contracts which are up to ten thousand dollars)

The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

d) The Notification Format for Major Projects will contain the following information.

- a) The location of the work;
- b) The type of work;
- c) A description of the work;
- d) An outline of the skills and equipment involved;
- e) An estimate of the duration of the work;
- f) An outline of any anticipated use of bargaining unit employees;
- g) A description of the factors affecting the work schedule;

(2) Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principal purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

(3) Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the Company will revise the method of contracting for such equipment by introducing in October, 1991 a new system whereby, except in cases of emergency, contracts for operated mobile equipment will be arranged for by the Transportation Department.

(4) Annual Review

On or before December 15th of each year, the Company shall meet with the Committee and review all work or types of work which it anticipates will be performed by contractors in the next twelve (12) months. The Company will consider any comments or suggestions proposed at such meeting to have any contract segment of the work performed by bargaining unit employees,

including specific types of work, taking into consideration the trend analyses developed during the previous year.

The Union may appoint a full time co-ordinator to work in connection with the Contracting Out Information and Review System, including the development of trend analyses. The Company will pay the co-ordinator at his applicable hourly rate plus applicable Cost of Living Allowance and **any applicable Schedule 'N' Bonus** for up to forty (40) hours in each week, other than vacation weeks.

The Company will appoint, on a trial basis, a Management Co-ordinator who will work with the Union Contracting Out Co-ordinator in connection with the Contracting Out Information and Review System as described in this Schedule 'U', including the development of trend analyses of the Small Contracts to define Base Load in the type of work normally performed by bargaining unit employees.

The Management Co-ordinator will report to the Vice-President of Production and be a member of the Division Contracting Out Committee and Chair of the Contracting Out Cost Reduction Committee. He will be responsible for preparing and distributing Division statistics and reports regarding contracting out activities.

The Management Co-ordinator will also facilitate and promote awareness of matters concerning contracting out, including other available options and best practices, in an effort to reduce contracting out.

In the event a production shutdown is announced, the Management Contracting Out Co-ordinator will chair a special meeting with the appropriate managers, the Union Contracting Out Co-ordinator and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Letters of Agreement

Contracting Out Letters of Agreement:

Mining Skills & Contracting Out

Given current economic circumstances and a prolonged hiring freeze, the Mines Training Centre will be suspended until further notice. The Mines Training Centre may be re-opened provided economic conditions have changed and a business case supports its re-opening.

However, the All Mines Development Department will remain active with at least 32 employees if during the life of this agreement contractors are performing lateral mine development in any of the active mines.

Mileage will be paid to the All Mines Development Department employees in accordance with the letter of agreement dealing with travel compensation for the construction group employees.

In all cases, the All Mines Development Department will be expected to meet and sustain appropriate performance standards.

Advance Notification of Small Contracts

This will confirm our understanding with respect to advance notification of Small Contracts.

The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work.

All Mines Construction Group

This will confirm our understanding with respect to a new All Mines Construction Group.

In recognition of the intended positive impact on the reduction of contracting out and business results, the Company agrees to establish and maintain during the term of this Agreement an all mines construction group of at least twelve (12) employees to perform such work as is required in the Sudbury District. This work will include, but is not limited to, chutes, grizzlies, bins, and related work.

The work performed by this group will primarily target opportunities that can reduce or eliminate normally scheduled work performed by contractors in the Sudbury District. These opportunities will also reduce costs, improve quality and reduce rework. On a periodic basis this initiative will be evaluated for business competitiveness and potential workgroup expansion.

With this in mind, we wish to confirm our agreement to the following:

1. For the purpose of Article 17 and Schedule 'J' of the Collective Bargaining Agreement, All Mines Construction Group employees working in plants will use the assigned Safety Representatives of the plant.
2. In order to provide for addressing All Mines Construction Group employees' concerns and complaints, Stage 1 grievances may be submitted in the employee's work group or in the plant that the employee is working. If not resolved at the plant, these grievances will be forwarded to and handled by management where the grievance originated representatives at any further stages of the grievance procedure.
3. The Letter of Agreement in conjunction with the travel compensation for Construction Group Employees will apply to these employees.
4. The Local Union and the Company will review training arrangements associated with the assignment of new employees to this group.

5. The Contracting Out Steering Committee will meet to review issues relating to the All Mines Construction Group, which may arise during the life of the collective agreement. Planned workforce levels for the All Mines Construction Group will be reviewed at the regularly scheduled meetings of the Contracting Out Steering Committee.

Contracting Out Committee

This will confirm our understanding with respect to various contracting out matters and the role of the Contracting Out Committee.

1. The Contracting Out Committee will meet to review and develop recommendations in connection with the use of overtime in the Maintenance and Electrical Departments in order to reduce the amount of contracting out in those Departments.
2. Any alleged use of company unfixed equipment or machinery by a contractor will be referred to the Contracting Out Committee for consideration and recommended resolution.
3. Should there be any significant change in the scope of a contractor's contract for a Mid-size Project, the change will be brought to the attention of and reviewed by the Contracting Out Committee.

Contracting Out Steering Committee

Vale and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers) are committed to reducing the current amount of contracting out in the Ontario Division and, as a result, improving the business competitiveness of the Division.

This will confirm that Inco agrees to launch this initiative at Mines and Plants to reduce contracting out and to substantially cut ongoing costs by the reduction of contracting out, with the following objectives:

1. To reduce significantly the current amount of mining development, production and support work performed by contractors;
2. To achieve and maintain an overall reduction in the current level of contracting out of work normally performed by bargaining unit employees in other areas of 40% during the term of the 2003 Collective Bargaining Agreement.

The Company and the Union agree to establish a Contracting Out Steering Committee consisting of the Local Union President or his designate, the Local Union Contracting Out Co-ordinator, a Union representative, the Ontario Division Vice-President, the Company Contracting Out Co-ordinator and the Manager of Human Resources.

We all recognize that the scope of and the issues involved in contracting out vary from area to area and agree that the jointly developed Contracting Out Policy and Procedure Handbook will guide us in our task. Each individual area will analyse its contracting out activities as it relates to work normally performed by bargaining unit employees and develop with the support of the Steering Committee a contracting out/cost reduction plan by October 1, 2000, bearing in mind the purposes, objectives and targets of this initiative. It is understood that work that is part of a major capital project (\$1 million or more) may not be covered by this letter.

The Steering Committee will meet as frequently as required and its mandate will include the following:

- (a) the co-ordination and support of the efforts of the Mines and Plants developing their plans;
- (b) the review of the area plans and recommending changes to the plans consistent with achieving the purposes, objectives and targets of this initiative;
- (c) the monitoring of the performance of the Mines and Plants in implementing their contracting out/cost reduction plans during the term of this Agreement; and
- (d) communicating the progress of and results from this initiative to all employees of the Ontario Division on a quarterly basis.

If for any reason, the purposes, objectives and targets of this initiative are not realized and/or maintained, the Steering Committee will investigate the reasons for this and facilitate solutions. Only the Steering Committee can deal with issues in connection with this letter.

Construction Group

The Company will re-establish the Construction Group within the Power and Construction Plant as per the CBA.

During the course of negotiations, the Union and the Company reviewed the role of the Construction Group and the positive impact on the reduction of contracting out and business results. In recognition of this, the company will hire new employees to increase the Construction Group to 15 employees after replacement hiring for employees retiring in June to August of 2006.

This workgroup of 15 will be maintained for the life of the **2010** Collective Bargaining Agreement and this initiative will be evaluated for business competitiveness on a periodic basis.

The Construction Group is expected to target opportunities that can reduce or eliminate regularly scheduled contracted-out work.

With this in mind, we wish to confirm our agreement to the following:

1. For the purpose of Article 17 and Schedule 'J' of the Collective Bargaining Agreement, Construction Group employees working in plants will use the assigned Safety Representatives of the plant.
2. In order to provide for addressing Construction Group employees' concerns and complaints, Stage 1 grievances may be submitted in the employee's work group or in the plant that the employee is working. If not resolved at the plant, these grievances will be forwarded to and handled by the Power and Construction Department management representatives at any further stages of the grievance procedure.
3. The Letter of Agreement in conjunction with the travel compensation for Construction Group Employees will apply to these employees.
4. The Local Union and the Company will review training arrangements associated with the assignment of new employees to this group.
5. The Contracting Out Steering Committee will meet to review issues relating to the Construction Group, which may arise during the life of the collective agreement.
6. Planned workforce levels for the Construction Group will be reviewed at the regularly scheduled meetings of the Contracting Out Steering Committee.

Central Field Services Workgroup

The Company will expand the current Smelter Field Services workgroup from 12 to at least 18 employees and change the name of this group to the Central Field Services Workgroup. The work performed by this group will primarily target opportunities that can reduce or eliminate normally scheduled maintenance performed by contractors on surface in the Sudbury District.

These opportunities will also reduce costs, improve quality and reduce rework. On a periodic basis this initiative will be evaluated for business competitiveness and potential workgroup expansion.

This work group of at least 18 employees will be maintained for the life of the 2010 Collective Bargaining Agreement.

With this in mind, we wish to confirm our agreement to the following:

1. For the purpose of Article 17 and Schedule 'J' of the Collective Bargaining Agreement, Central Field Services Workgroup employees working in plants will use the assigned Safety Representatives of the plant.
2. In order to provide for addressing Central Field Services Workgroup employees' concerns and complaints, Stage 1 grievances may be submitted in the employee's work group or in the plant that the employee is working. If not resolved at the plant, these grievances will be forwarded to

and handled by the Smelter management representatives at any further stages of the grievance procedure.

3. The Letter of Agreement in conjunction with the travel compensation for Construction Group Employees will apply to these employees.

4. The Local Union and the Company will review training arrangements associated with the assignment of new employees to this group.

5. The Contracting Out Steering Committee will meet to review issues relating to the Central Field Services Workgroup, which may arise during the life of the collective agreement.

6. Planned workforce levels for the Central Field Services Workgroup will be reviewed at the regularly scheduled meetings of the Contracting Out Steering Committee.

Contractors and Mobile Equipment

There are significant savings to be achieved when Vale can use its purchasing power to get a lower price on mobile equipment and avoid the additional cost of dismantling and removing equipment.

This will confirm our understanding that notwithstanding Section 2.04 (d) in the collective agreement, the Company can purchase mobile equipment from a third party for use underground by a contractor performing work on a specific major project as defined in Schedule 'U'. Upon completion of the project, the purchased equipment may be retained by the Company for use by its employees and, thereafter, section 2.04 (d) shall apply to the equipment.

Where the Company intends to purchase equipment for use by a contractor pursuant to this letter, it will advise the Union in advance during a Schedule 'U' meeting and inform them of the type of equipment being purchased.

All provisions of Schedule 'U' will apply to this letter as may be amended from time to time, in accordance with the "Contracting Out Initiative Review" letter of agreement previously agreed to by the Parties.

Contracting Out Initiative Review

During the life of this agreement the parties agree to jointly review our Contracting Out initiative for the Mines and Plants to further reduce contracting out and substantially improve business results. There are at least three parts of the current collective agreement that would be updated as a result of the review:

- Schedule 'U'
- Contracting Out Committee letter, page 108 CBA
- Contracting Out Steering Committee letter, page 109 CBA

Areas of the joint review will include the following:

1. Targets to be achieved
2. Metrics that measure performance against targets
3. System to collect and monitor metrics
4. Performance Reporting Mechanisms
5. Contracting Out Plant Committee purpose and accountabilities
6. Contracting Out Steering Team purpose and accountabilities
7. A review of the standard agenda for quarterly meetings that includes presentations from all contracting out initiatives

This review will be done by the current Contracting Out Steering Committee

CBA Start Date: June 5, 2016 to May 31, 2020

President: Rick Bertrand (2010 to 2018)

Strike During this Period: No

Language Relevant to Contracting Out:

Article 2.1 Contracting Out

- a) The Company agrees that the Union has an understandable concern over 'contracting out' by the Company because of its effect upon such matters as job opportunity for the employees.
- b) The Company will, therefore, having due regard to the availability of equipment, engineering, skills, manpower, supervision and services and to operating efficiency, and to the time to do the work, make efforts to limit the amount of the future production or maintenance work to be 'contracted out' during this Agreement.
- c) No employee will be demoted or laid off as a direct result of work being contracted out by the Company.
- d) Persons employed by contractors shall not, except in cases of emergency, use or operate *equipment or machinery that is owned or leased by the Company*. This shall not apply to such equipment or machinery which is installed and/or in a fixed location.
- e) Contractors will not perform work outside the scope of their contract with the Company. The provisions of Schedule 'U' relating to notice, information, trend analyses, base load, core work, operated mobile equipment and annual review form part of this Agreement. Further information on Contracting Out is set out in the letters of agreement on pages 108, 109, 110, 111, 112 and 113.

Article 12 - Establishment of New Departments, Transfers and Special Seniority Provisions

It is understood that during the currency of this Agreement the Company may establish a new Department or Departments. Such new Department or Departments may include employees employed in other existing departments. It is recognized that the putting into operation of a new Department or Departments may require the transfer of employees from other Departments and that in these circumstances it is recognized that the application of the provisions of Article 11 would not be in the interests of either the Company or the employees involved and that it is accordingly desirable to declare the provisions with respect to transfer of employees and their seniority which should be applied during the period of putting into operation a new Department or Departments.

Prior to a new Department or Departments becoming an operation, the Company and the Local Union will meet at the earliest opportunity with a view to developing a work force plan for the early, efficient and predictable movement of bargaining unit employees into the new Department. The goal is to minimize disruption to the business, maximize productivity and invite further investment. The plan will include, but not be limited to, the following: the number of bargaining unit employees required, the type of work, the nature of the facility, the anticipated "start date", the timing of moving bargaining unit employees and displacing contractors. During and after the development of this plan, there will be regular communications between the Company and the Local Union, with updates to employees as required.

It is also recognized that it is not possible at this time to determine when a new Department may be established or to fix the date of commencement of first operation of any new Department or Departments. Consequently, when the Company establishes any new Department it shall notify the Union of the establishment and of the affected Departments as herein defined. The Company will subsequently fix a date for the commencement of first operation of such new Department (hereinafter called the "starting date") as soon as it becomes possible to do so and shall notify the Union thereof.

During the period commencing with the starting date of any new Department and continuing until such date as the Company shall have declared such new Department to be in full scale operation (the date of full scale operation being hereafter defined), the following provisions shall apply notwithstanding the provisions of Article 11 of this Agreement:

For the purposes of this Article 12, the expression 'affected Department' shall mean such existing Departments as may be named by the Company. Prior to naming the "affected Department", the issue will be discussed by the Company and Local Union, where the Company will take into consideration issues, concerns and suggestions raised by the Local Union. The expression 'new Department' shall mean the new Department which has been determined by the Company and of which notification has been given to the Union as aforesaid.

The date of full scale operation and the movement of bargaining unit employees shall in the case of a new Mine Department be not more than six (6) months after the starting date, and in the case of any other new Department be not more than ten (10) months after the starting date, provided,

that in the event of technological or major mechanical difficulties in a new Department other than a Mine Department the Company may extend the date of full scale operation for a further period not exceeding five (5) months.

As soon as practicable after the giving of notice of the establishment of a new Department the Company will post a notice in all affected Departments which will list the occupational classifications of employees (other than Surface Labourers, Process Labourers, and Underground Labourers) and the number in each classification which is required at the time. Such notice will also fix a date up to which applications for transfer to the new Department and to specific occupational classifications will be received by a designated Company representative. Any employee in an affected Department will be eligible to make application. The Company will on the starting date transfer the applicants to the number required in the order of what would be their seniority ranking at that time in the new Department provided that the requirements and efficiency of operations in the affected Department and the new Department do not suffer and that the applicants have the ability, knowledge, training and skill to fill the normal requirements of the job for which they have applied. Whenever following the starting date the Company requires additional employees in the new Department it will post a notice or notices in the new and affected Departments similar in form and content to the notice hereinbefore referred to and any employee in the new and affected Departments will be eligible to apply. Subject to the same conditions set out with respect to what would be their seniority ranking at that time in the new Department if they are transferred to the new Department and to the requirements and efficiency of operations and the ability, knowledge, training and skill of the applicants the Company will transfer to the new Department or promote the number of employees required.

Under exceptional circumstances and where agreed to by the Company and the Local Union, an employee will be returned to the classification of the unlimited job most recently held by him in the affected Department. The Company and the Local Union agree that, for bargaining unit employees transferred into the new Department, there will not be a two (2) year period of ineligibility to apply for or request transfer out of the new Department.

For the purposes of backfilling vacancies created in the "affected department", Article 11 will apply.

If at any time during the said period a vacancy occurs in any job in any of the affected Departments other than a Mine Department, such vacancy shall be posted in the new Department in addition to such affected Departments and any employee who is then employed in the new Department and has been transferred from such affected Department under the provisions of subparagraph (c) hereof shall be entitled to apply for such job in accordance with and subject to the provisions contained in Article 11.

In making temporary promotions and demotions in the new Department during the said period the Company will, to the extent permitted by the requirements of operations, give preference according to the seniority ranking of the employees reasonably available. With respect to temporary promotions of employees in other than a Mine Department the Company will give such preference to employees who are working on their regularly scheduled shifts.

In the event of an employee wishing to transfer from any Department to the new Department, he may file with the Company a written application in accordance with Article 11.

At the end of the said period the seniority ranking of the employees in the new Department and affected Departments shall be determined in accordance with the foregoing provisions as of the date on which the Company shall have declared the new Department to be in full scale operation. Thereafter the provisions of Article 11 shall govern all questions of seniority in the said Departments.

Schedule 'U'

(1) The Company and Union agree that there is a shared interest in the Local Union having access to accurate, timely and relevant contracting information with a view to minimizing contracting out and reducing cost.

Accordingly, the Company and Union agree that information will be exchanged in the following way:

Major Projects (Projects which are in excess of three million dollars)

Prior to receiving final approval for the project (at a time where changes can be made to the project) the Company will notify the Local Union in writing of the project using the Notification Format. Within seven (7) days of receiving the information, should the Local Union executive wish to meet, they will notify the Company. At the meeting, to occur prior to final project approval, the parties will review the work content of the project and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees.

The Notification Format for Major Projects will contain the following information:

The location of the work;

The type of work;

A description of the work;

An outline of the skills and equipment involved;

An estimate of the start date and duration of the work;

An outline of any anticipated use of bargaining unit employees;

A description of the factors affecting the work schedule.

Mid-size Projects (Projects which are in excess of seventy-five thousand but not more than three million dollars)

The Company will provide the Local Union every month with a list of the Mid-size Projects for which either final funding approval has been received or which have been contracted out in the last one month reporting period. The list shall show for each project the nature of the work, its expected start date and duration as well as the approximate number of contractor workers involved. The Company will endeavour to provide the Committee with notice of such Mid-size Projects prior to final approval at a time where changes can be made. At the next Contracting

Out Committee meeting, the participants will review the work content of the Mid-size Projects and the Company shall give consideration to any comments or suggestions proposed at such meeting for the performance of any contract segment of the work by bargaining unit employees. In cases where the work has already been contracted, such consideration shall relate, to the extent it is reasonable and possible, to future contracting out of similar work. The parties shall also use this information to develop trend analyses of the contracting of specific types of work. Small Contracts (Work contracts which are up to seventy-five thousand dollars)

The Company will, except in cases of emergency, endeavour to provide the Local Union with notice of Small Contracts in advance of the commencement of the contract work. The Company will, to the extent the information is reasonably available, provide the Committee every month with a list of the Small Contracts which have been contracted out in the last one month reporting period in order that the Committee can review the work content of the Small Contracts and develop trend analyses of the contracting of specific types of work.

Trend Analyses and Base Load

Trend analyses of the Small Contracts referred to above will be performed on a Division-wide basis by trade/skill taking into consideration a variety of factors including, without limiting the generality of the foregoing, the location of the work, its type, duration and frequency, the skills and equipment involved and any operating constraints associated with the work. A principle purpose of this trend analysis of Small Contracts is to assist the parties in agreeing on an appropriate definition or definitions of Base Load in the type of work normally performed by bargaining unit employees. Once agreement is reached and a base load is identified, the Company shall ensure an adjustment in the amount of such work performed by bargaining unit employees.

Mobile Equipment

In order to minimize the use of contractor operated mobile equipment in conjunction with work performed by employees, the parties will review the information provided for above, and work to optimize usage and availability of mobile equipment with bargaining unit employees.

Contracting Out Governance

For the purposes of addressing the shared interests of reducing contracting out set out in Schedule U and elsewhere in this collective bargaining agreement, the Company and Union agree on the following governance processes:

Contracting Out Co-Chairs will be appointed - one for the Company, one for the Local Union appointed by the Local Union. These Co-Chairs will meet monthly or additionally as required to carry out the information share contemplated in Schedule U, and to support the various processes identified in the Letters of Agreement at pages 108, 109, 110, 111, 112 and 113. The Company will pay the full time Union Co-Chair at his applicable hourly rate plus applicable Cost of Living Allowance and any applicable Schedule 'N' Bonus for up to forty (40) hours in each week.

The Contracting Out Co-Chairs will chair a Contracting Out Committee whose purpose is set out below. This group will consist of the Manager of Human Resources, the Vice President of the Local Union and the Co-Chairs. This committee will meet quarterly or additionally as required. The Company Co-Chair will be responsible for preparing and distributing division statistics and reports regarding contracting out activities. The mandate of the Contracting Out Committee will include, but not be limited to:

- reviewing the data arising out of Schedule U;
- reviewing the system to collect and monitor metrics;
- reviewing metrics that measure performance against targets;
- assessing performance reporting mechanisms (i.e. prenotification process);
- considering and communicating recommendations associated with the notification process stated above;
- ensuring adherence to the processes set out in Schedule U;
- acting as a point of escalation for contracting out issues that arise in the business.

Additionally, there will be an annual review within the first quarter of the year with the Contracting Out Steering Team. This team will consist of the Local Union President and any appropriate Local Union personnel, the Manager of Safety, Health, Environment and Human Resources, senior divisional managers and the members of the Contracting Out Committee. The mandate of the Contracting Out Steering Team will include, but not be limited to:

- acting as an escalation point for any issues requiring resolution from the Contracting Out Committee;
- reviewing and endorsing of business cases for core work, and the issue of mobile equipment to be managed centrally by the Transportation Department;
- resolving issues arising out of the execution of the action plan in the Letter of Agreement at pages 112 and 113;
- reviewing the financial thresholds outlined above for major, mid-size and small projects and adjust if necessary;
- setting targets to be achieved;
- fostering/facilitating communications at the plant level between the contracting out co-chairs, plant management, committeeman/stewards, and the employees that provide meaningful information and assist to reduce contraction out;
- establishing the Contracting Out Steering Team purpose and accountabilities;
- establishing the Contracting Out Committee purpose and accountabilities;
- reviewing the standard agenda for quarterly meetings that includes presentations from all contracting out initiatives.

Production Shutdown

In the event a production shutdown is announced, the Company Contracting Out Co-Chair will arrange a special meeting with the appropriate managers, the Union Contracting Out Co-Chair and appropriate Local Union executives. The purpose of this meeting will be to discuss work that could be performed by unit employees during such period.

Contracting Out Letters of Agreement:

Services and Support Work Groups

In recognition of the intended positive impact on the reduction of contracting out and business results, the Company agrees to maintain during the term of this Agreement the following service and support work groups:

All Mines Construction Department - at least twelve (12) employees to perform such work as is required in the Sudbury District. This work will include, but is not limited to, chutes, grizzlies, bins, and related work.

All Mines Development Department - at least thirty-two (32) employees who will perform lateral mine development in any active mine as long as contractors are present.

Construction Group - at least fifteen (15) employees within the Power and Construction Plant for the purposes of the Collective Bargaining Agreement are expected to target opportunities that can reduce or eliminate regularly scheduled contracted-out work.

Central Field Service Group - at least eighteen (18) employees within the Smelter Field Services Work Group are expected to target opportunities that can reduce or eliminate normally scheduled maintenance performed by contractors on surface in the Sudbury District.

The opportunities provided to these service and support work groups are for the purpose of reducing the amount of bargaining unit core work being contracted out, reducing costs, improving quality and reducing rework. On a periodic basis, these Service and Support work groups will be evaluated for business competitiveness and potential expansion.

With this in mind, we wish to confirm our agreement to the following:

For the purpose of Article 17 and Schedule 'J' of the Collective Bargaining Agreement, employees working in plants will use the assigned Safety Representatives of the plant. For the purposes of addressing employee issues and/or grievances within the All Mines Construction and All Mines Development Departments, the employee's work group or the plant that the employee is working will be responsible.

For the purposes of addressing employee issues and/or grievances within the Construction Group and the Central Field Services Group, employee issues and/or grievances will be the responsibility of Divisional Shops.

The Letter of Agreement (page 135) in connection with the travel compensation for the Service and Support Work Group Employees will apply.

The Local Union and the Company will review training arrangements associated with the assignment of new employees to these groups.

The Contracting Out Steering Team will meet to review issues relating to these Service and Support Work Groups, which may arise during the life of the collective agreement.

Contracting Out Committee

This will confirm our understanding with respect to various contracting out matters and the role of the Contracting Out Committee.

The Contracting Out Committee will meet to review and develop recommendations in connection with the use of overtime in the Maintenance and Electrical Departments in order to reduce the amount of contracting out in those Departments.

Any alleged use of company unfixed equipment or machinery by a contractor will be referred to the Contracting Out Committee for consideration and recommended resolution.

Should there be any significant change in the scope of a contractor's contract for a Mid-size Project, the change will be brought to the attention of and reviewed by the Contracting Out Committee.

Contractors and Mobile Equipment

There are significant savings to be achieved when Vale can use its purchasing power to get a lower price on mobile equipment and avoid the additional cost of dismantling and removing equipment.

This will confirm our understanding that notwithstanding Section 2.04 (d) in the collective agreement, the Company can purchase or lease mobile equipment from a third party for use underground by a contractor performing work on a specific major project as defined in Schedule 'U'. Upon completion of the project, the purchased or leased mobile equipment may be retained by the Company for use by its employees and, thereafter, section 2.04 (d) shall apply to the equipment.

Where the Company intends to purchase or lease mobile equipment for use by a contractor pursuant to this letter, it will advise the Union in advance during a Schedule 'U' meeting and inform them of the type of equipment being purchased or leased.

All provisions of Schedule 'U' will apply to this letter as may be amended from time to time.

Embedded Contractors Performing Core Work

The Company commits to the Local Union that there is an interest in reducing embedded contractors performing core work. The Company and the Local Union agree that this is not desirable.

To address this, the parties will work together on an immediate action plan using existing resources. Furthermore, the development of a business case(s) will take place where the immediate action plan does not address the issue(s).

“Core Work” is defined as work that is normally performed by bargaining unit employees.

“Embedded Contractors” are those contractors that are lined up with bargaining unit employees and essentially work alongside them from shift to shift, or work independently but on a full time basis.

Immediate Action Plan with Existing Resources:

Under the direction of the Contracting Out Steering Team, the following process will be carried out (in plants and mines where embedded contractors performing core work is an issue) immediately upon ratification of the Collective Bargaining Agreement, and subsequently as necessary, if an issue(s) resurface.

The local plant manager and committeeman will identify the size and scope of the issue(s) at the local level, using the employees in the plant as a resource:

Determine the number of contractors performing non-capital, core work;
Review the scope of the contract with a view to understanding the relative permanency of the work - does the work fit into the definitions of “embedded contractors” doing “core work”;

Analyze the work being performed by the contractor:

Is the plant headcount budget exhausted?

Can headcount be procured from a Sudbury district surplus?

Are there any opportunities to expedite people on job postings/training/transfers to displace the contractor(s)?

Can the work be planned and scheduled differently to be executed by local, plant resources on straight time, or overtime?

Can the work be planned and scheduled to maximize the use of the Service and Support work groups?

Can interested resources be borrowed from other plants for short periods of time, on the posting of a limited job, to complete the work?

It is anticipated that the detailed, joint analysis of the issue(s) will result in immediate opportunities to reduce embedded contractors. The analysis and actions will be reported back to the Contracting Out Steering Team.

Any questions, concerns or difference arising on any of these items will be escalated to the Contracting Out Steering Team. Additionally, all reductions will be reported to the Contracting Out Steering Team.

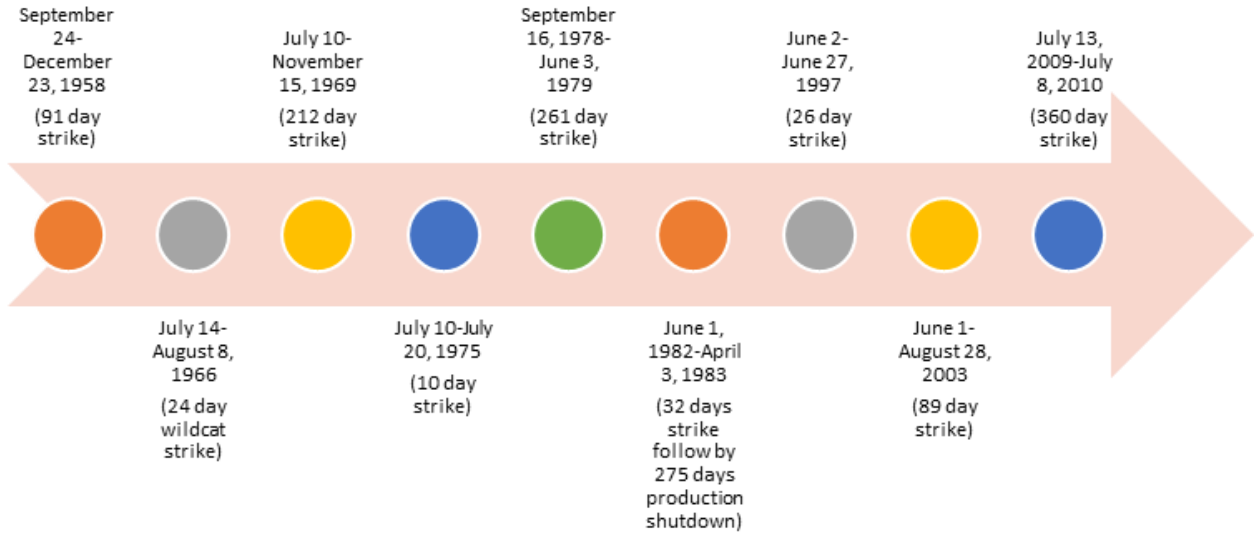
Development of the Business Case:

Where the above process has been exhausted and there remains contractors embedded in the business, the parties will work together to develop a business case(s) that assesses the cost versus the benefits of hiring additional bargaining unit employees to perform core work that is performed by embedded contractors.

The business case will contain the information derived from the assessment and action plans set out above. It will also contain information relating to safety, quality of work performed, costs, distinctions between capital and operating work as well as considerations relating to less measurable but equally important issues such as employee morale. The business case(s) will set out the return on investment in hiring additional bargaining unit members and, in order to be meaningful, will contain various options that meet the intent of this letter.

The Contracting Out Steering Team will be assigned the task of developing the business case(s), with the support of the Local Union, Finance, Contract Administration, Human Resources and Operations personnel as required.

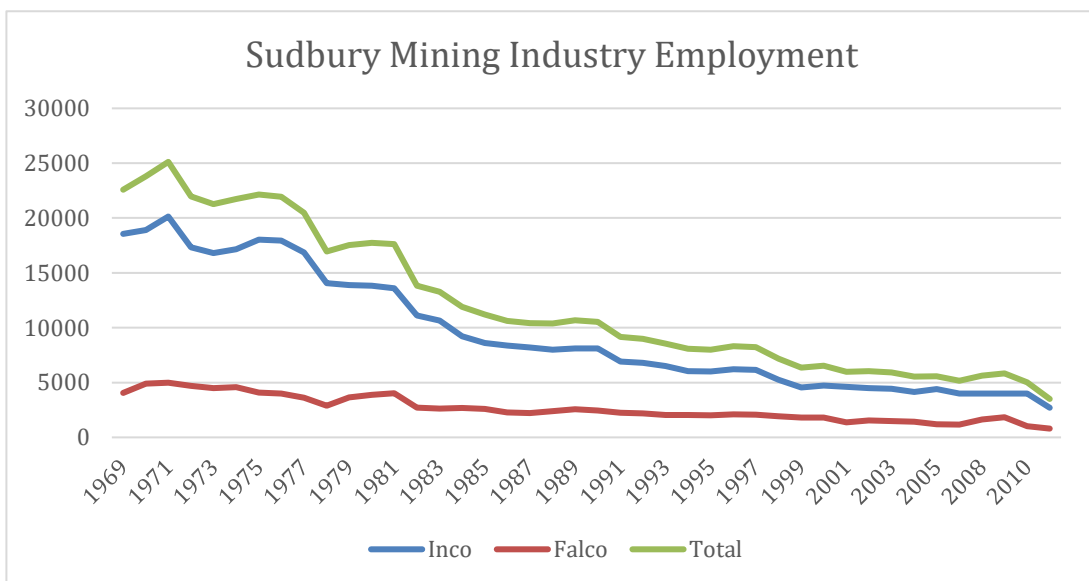
Appendix B: USW Local 6500 Strike Timeline



Appendix C: Sudbury Mining Industry Employment Numbers

Year	Inco	Falco	Total
1969	18542	4049	22591
1970	18908	4895	23803
1971	20134	4985	25119
1972	17339	4682	21981
1973	16799	4500	21279
1974	17166	4583	21749
1975	18034	4096	22130
1976	17945	4001	21946
1977	16854	3623	20477
1978	14069	2884	16953
1979	13882	3642	17524
1980	13838	3886	17724
1981	13598	4034	17632
1982	11106	2717	13823
1983	10641	2637	13278
1984	9213	2684	11897
1985	8600	2602	11202
1986	8360	2272	10632
1987	8200	2214	10414
1988	8000	2397	10397
1989	8100	2576	10676

1990	8100	2436	10536
1991	6900	2246	9146
1992	6800	2171	8971
1993	6500	2036	8536
1994	6037	2036	8073
1995	5997	2005	8002
1996	6205	2111	8316
1997	6158	2065	8223
1998	5249	1926	7175
1999	4555	1811	6366
2000	4734	1799	6533
2001	4614	1358	5972
2002	4500	1530	6030
2003	4425	1488	5913
2004	4129	1420	5549
2005	4400	1181	5581
2006	4000	1168	5168
2008	4000	1638	5638
2009	4000	1839	5839
2010	4000	1024	5024
2020	2700	800	3500



Appendix D: Interview Schedule

Education/Background/Work Histories

1. Can you tell me about some of the jobs that you have had.
2. Were these jobs/companies unionized?
3. How did you get into this kind of work?
4. How long have you been doing this kind of work?
5. When is your first memory of contracting out?
 - a. When did it become a problem?
 - b. How did it change throughout the years? Departments, jobs, number of contractors
 - c. When did contractors first start crossing the picket lines?
 - d. When were they first used during periods of shutdowns?

Working Conditions

1. Do you have issues with any of the following:
 - a. Wages
 - b. Hours of Work
 - c. Leave Time
 - d. Discipline
 - e. Health and Safety
2. Are there any other situations or experiences you have faced at work that you would like to discuss or anything you think I have missed?

Effects of Contract Work

1. How satisfied would you say you are with your current employment situation?
 - a. Why or why not? (expand)
 - b. What would you change?
 - c. What wouldn't you change?
2. Would you describe your job as being secure / stable?
3. Would you say that uncertainties about job security affect your ability to:
4. Would you describe your work schedule as stable or does it often change?

Union Related Questions

1. How did you get involved with the union?
 - a. How did you first get involved, what kind of roles did you take on?
2. Were you involved with contract negotiations?
 - a. Was contracting out a main focus of these negotiations?
 - b. Did the union get the language they wanted on contracting out?
 - c. Did you see a change in the company's strategies or tactics over the years?

3. Are grievances still a main way of fighting contracting out?
 - a. How many grievances per year on contracting out?
 - b. Has this increased or decreased over time?
 - c. How many of these grievances are successful?
4. Was there other ways that the union fight against contracting out in the plants? Was any of the union strategies effective?

Wrap Up

This concludes the questions that I have for you, would like to share anything else, or do you think I missed any key points that I should have touched upon?

Thank the participant for completing the interview.