

Recommendations for the Renewal of the 2016 – 2019 Collective Agreement

Between

Construction Labour Relations Association (CLRA)

(the “CLR”)

And

Bargaining Council of British Columbia Building Trade Unions (BCBCBTU)

(the “Bargaining Council”)

(collectively the “Industry”)

Submitted to the Parties

On

May 31st, 2019

By

**David Schaub
Mediator
Labour Relations Board**

BACKGROUND

The collective bargaining process for the renewal of the 2016 – 2019 collective agreement between the parties began in April 2018 with the agreement being reached on the bargaining protocol. This initial process was followed by in excess of fifty-five days of meetings at the main table and Trade Levels.

During the mediation process, CLR focussed on the changes that would be required to assist its members to move to a more competitive position. In the marketplace, they face competition from non-Industry unionized employers and non-union employers operating under more favourable terms.

The Bargaining Council focussed on maintaining the terms and conditions for their members that have been negotiated. It recognizes some changes are required, but not on the levels that CLR was seeking.

During the last meeting on May 28th, the process reached a point where the parties could not address the outstanding issues between them to amend the collective agreement. I requested that they submit their best and final offers for settlement of the outstanding issues to determine whether or not there was sufficient movement to make a decision on a process moving forward.

The parties were advised that there were five options available to me for recommendation:

1. Strike / Lockout
2. Mediator issuing non-binding recommendations
3. Mediator issuing recommendations with issues to interest arbitration
4. Mediator issuing binding recommendations
5. Mediator recommending final offer selection based on the submissions from the parties

These recommendations are to conclude collective bargaining for the renewal of the 2016 – 2019 Collective Agreements between CLR and the Bargaining Council.

In making these recommendations, I have taken into consideration the submissions dated May 29, 2019 from the parties providing the best and final offer on the outstanding issues. At the conclusion of these recommendations I have offered two options to the parties.

Given the status of the issues between the parties, I have separated them by agreed to and outstanding issues. Issues not addressed in these recommendations are deemed to have been withdrawn on a without prejudice basis.

I have not listed them, but agreed to issues referred to in this submission include agreements reached in Trade Level Memorandums to amend or roll-over shall form part of these recommendations.

AGREED TO ISSUES

The following have been agreed to on the dates indicated taken from the documents exchanged between the parties and shall form part of the renewed collective agreement:

1. STATUTORY HOLIDAYS

NEW STATUTORY HOLIDAYS – FLOATING OF DATES

Insert the following provision where appropriate in each collective agreement:

In the event the Federal or Provincial Governments declare a new Statutory Holiday, representatives from BCBCBTU and CLRA shall meet when the holiday comes into effect to determine which Non-Statutory Holiday currently provided for in the collective agreement shall be floated to the period between Christmas and New Years.

Agreed to on May 31, 2019.

2. SHIFT PREMIUMS

Insert the following amended language to replace the current Shift Premium or Shift Differential language in each collective agreement.

A maximum shift premium of four dollars (\$4.00) per hour worked for industrial work and three dollars (\$3.00) per hour worked by Commercial / Institutional work. These premiums shall apply regardless of the length of shift being scheduled. Such premiums shall not attract vacation or holiday pay nor shall they be paid on any hour where overtime premiums apply. This change applies to Groups 1, 4 and 5.

Agreed to on May 27, 2019.

3. PREGNANCY AND PARENTAL LEAVE

Insert the following new language into the appropriate location in each collective agreement:

Employees shall be entitled to Pregnancy and Parental Leave in accordance with the provisions of the *Employment Standards Act*.

Agreed to on February 27, 2019.

4. INITIAL AND TERMINAL TRAVEL

Amend the Initial and Terminal Travel provisions in each collective agreement as required to reflect that Initial and Terminal Travel are paid from the employee's place of residence to the worksite. Where an agreement currently provides language that includes place of residence or dispatch such language shall remain unchanged.

Agreed to on February 27, 2019.

5. CELL PHONE APPS

Insert the following provision in the appropriate location in each collective agreement:

No employee shall be required to install any app on their personal phone as a condition of employment.

Agreed to on April 8, 2019.

6. CONSTRUCTION INDUSTRY REHABILITATION PLAN CONTRIBUTIONS

Amend the contribution remittance provisions in each collective agreement to provide the following:

Employer contributions to the Construction Industry Rehabilitation Plan shall be increased from two cents (\$.02) to four cents (\$.04) per hour worked and with each Union implementing an employee deduction of four cents (\$.04) per hour worked for the Construction Industry Rehabilitation Plan.

Agreed to on May 6, 2019.

7. LOA AND ROOM + MEAL ALLOWANCES

Amend the collective agreements to provide for the following increases:

Effective May 1, 2020 - \$150.00 per day and \$67.50 per day

Effective May 1, 2022 - \$155.00 per day and \$70.00 per day

Agreed to on May 27, 2019.

8. CONTRIBUTIONS TO INDUSTRY FUNDS

All Employer contributions to Industry Funds paid based on hours earned shall be changed to hours worked. Employer contributions to Pension, Health and Welfare or Group RRSP plans shall continue on the same basis as in the 2016 – 2019 Collective Agreement.

Agreed to on May 27, 2019

OUTSTANDING ISSUES BETWEEN THE PARTIES

The following are recommendations on the outstanding issues to the parties, some of which have been agreed to in principle but not formally.

1. TERM OF AGREEMENT

During the mediation sessions the parties moved from proposed terms by the Bargaining Council of three (3) years and the Employer of five (5) years to a common position of four (4) years. The remained until the final day of mediation at which time the Union proposed moving back to a three year term with a fourth year being available if the Employer met their wage proposal.

RECOMMENDATION

The term of the renewed agreement shall be for a period of four (4) years from May 1st, 2019 to April 30th, 2023.

2. STATUTORY HOLIDAYS – PAYMENT OF OVERTIME

During mediation, the issue of a reduction in the payment of double time to time and one-half for the first ten hours of overtime on Saturday and Statutory Holidays raised concerns from the Bargaining Council as being an erosion of the benefits provided for under the current collective agreement.

CLR's focus was on cost reduction in this area would improve the opportunities for its members to secure more of a market share in the construction industry in B.C., thereby improving the employment opportunities for those employees who would be employed on those projects.

As a first step, this proposal by the Employer should be given an opportunity to determine whether it would or would not create a larger market share for the members of the Bargaining Council affiliates prior to making a permanent change in each collective agreement.

RECOMMENDATION

Insert the following new Letter of Understanding into each collective agreement:

LETTER OF UNDERSTANDING SATURDAY OVERTIME RATES

To assist the parties in the securing more of the current market share of work in the Construction Industry in the Province of B.C., a committee of equal representation from BCBCBTU and CLR shall be established within six (6) months from the date of these recommendations and shall meet on a quarterly basis thereafter to determine the effect the following amendment has had on the securing of new contracts by CLR. CLR (and its members) shall provide the committee with such information as required to make the determination.

For the term of the renewed collective agreement expiring on April 30, 2023 unless renewed by mutual agreement, effective the first of the month following the date of implementation of these recommendations, overtime for the first ten (10) hours on Saturdays shall be paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate and double time thereafter.

Collective agreements that currently provide for more hours being paid at the rate of time and one-half (1.5X) the applicable straight time hourly rate or for hours paid at less than time and one-half (1.5X) on Saturdays, the existing provisions shall continue to be applied.

3. MONETARY PACKAGE

Each collective agreement shall have the following Trade Group Table and General Wage Increases to the Journeyperson base rate which shall attract vacation as holiday pay as follows:

a) Grouping of Trades

| Group #1 | Group #2 | Group #3 | Group #4 | Group #5 |
|------------------------|--------------------|-------------|---------------|------------|
| BCRCC CI | Boilermaker | Glazier | Bricklayer CI | CI Painter |
| BCRCC Ind | Brick Industrial | IBEW 1003 | DTF | Roofer |
| Cement Mason CI | Culinary | IBEW 213 | Floorlayer | |
| Cement Mason Ind | Industrial Painter | IBEW 230 | Greer | |
| CMAW CI | Insulator | IBEW 993 | Terrazzo | |
| CMAW Ind | Ironworker | Sheet Metal | Tilesetter | |
| CMAW Lather | Millwright | | | |
| Labourer CI | OE Crane Rental | | | |
| Labourer Ind | OE Steel Erection | | | |
| Labourer Pacific Group | UA 170 CI | | | |
| Mason Tender CI | UA 170 Ind | | | |
| Mason Tender Ind | UA 324 CI | | | |
| OE CI | UA 324 Ind | | | |
| OE Ind | UA 516 | | | |
| OE Pacific Group | | | | |
| Plasterer CI | | | | |
| Plasterer Helper | | | | |
| Plasterer Ind | | | | |
| Teamster CI | | | | |
| Teamster Ind | | | | |
| Teamster Pacific Group | | | | |

The following terms shall apply to each Agreement within each group above. Each trade shall receive an increase to their monetary package for their Journeyperson (or equivalent) classification and all other indexes should remain. For any trade that received an increase in April 2019 that increase shall be deducted from the increases outlined as follows.

Group #1

| | Industrial | Commercial/Institutional |
|--|-------------------|---------------------------------|
| 2 weeks following date of ratification | \$0.30 | \$2.00 |
| May 1, 2020 | \$0.30 | \$0.30 |
| May 1, 2021 | \$0.30 | \$0.30 |
| May 1, 2022 | \$0.30 | \$0.30 |

Group #2

| | Industrial | Commercial/Institutional |
|--|-------------------|---------------------------------|
| 2 weeks following date of ratification | \$0.65 | \$1.00 |
| May 1, 2020 | \$0.65 | \$1.00 |
| May 1, 2021 | \$0.65 | \$1.00 |
| May 1, 2022 | \$0.65 | \$1.00 |

Group #3

| | ICI |
|--|------------|
| 2 weeks following date of ratification | \$0.75 |
| May 1, 2020 | \$0.75 |
| May 1, 2021 | \$0.75 |
| May 1, 2022 | \$0.75 |

Group #4

| | Industrial | Commercial/Institutional |
|--|-------------------|---------------------------------|
| 2 weeks following date of ratification | \$0.30 | \$0.75 |
| May 1, 2020 | \$0.30 | \$0.75 |
| May 1, 2021 | \$0.30 | \$0.75 |
| May 1, 2022 | \$0.30 | \$0.75 |

Group #5

| | Commercial/Institutional |
|--|---------------------------------|
| 2 weeks following date of ratification | \$0.45 |
| May 1, 2020 | \$0.45 |
| May 1, 2021 | \$0.45 |
| May 1, 2022 | \$0.45 |

b) Address Clause 21 in Ironworker Agreement as discussed in Trade Level Talks.

OPTIONS FOR PARTIES TO CONSIDER

As indicated at the outset, there are five options for the renewal of the 2016 – 2019 collective agreement. Following discussions with the parties I have concluded that there are two options available, those being:

1. If the parties cannot adopt these recommendations with a unanimous recommendation of acceptance to their principals, the submissions for best and final offer for settlement shall be referred to an arbitrator for Final Offer Selection as soon as possible.
2. If the parties cannot adopt these recommendations with a unanimous recommendation of acceptance to their principals, the Chair of the Labour Relations Board shall order them into effect as amendments to the 2016 - 2019 collective agreements and thus conclude collective bargaining.

I believe that these recommendations represent a fair settlement for the parties, whereby the settlement does not give a significant advantage to one party over other, as is the view of previous renewals.

I would like to thank both parties for their open dialogue and submissions during the mediation process.

Respectfully Submitted



David Schaub
Mediator
Labour Relations Board of B.C.