

**INDUSTRY BARGAINING PROTOCOL
2023 BARGAINING
OVERALL MEMORANDUM OF SETTLEMENT**

BY AND BETWEEN:

Bargaining Council of British Columbia Building Trade Unions

On its own behalf, and on behalf of its constituent member Unions.

("BCBCBTU")

AND:

Construction Labour Relations Association of BC (CLR)

*On its own behalf, and on behalf of its member Employers who have authorized CLR to execute this Trade Level Memorandum of Agreement on their behalf and those members added from time to time by notice given to the BCBCBTU

*Pursuant to the August 9, 2016 Letter of Agreement By and Between the BCBCBTU and CLR
As interpreted by the Arbitration Decision B.C.C.A.A.A. No. 164

("CLR")

RE:

Attached List of Trade Level Memorandums of Agreement

(the "TLMOAs")

Governing Changes to the Respective Standard Craft Collective Agreements

(the "Agreements")

BCBCBTU and CLR (the "Parties") agree that this Overall Memorandum of Settlement ("OMS") for the 2023 round of industry bargaining ("2023 Bargaining"), and all TLMOAs concluded by CLR and the constituent members of BCBCBTU in accordance with the January 14, 2022 Industry Bargaining Protocol (the "Protocol") will be put to ratification by the Parties

A. OMS Settlement Terms

1. The OMS shall apply effective the first Sunday following date of ratification.
2. The Parties will recommend ratification of the OMS.
3. Each party shall commence their ratification process no later than thirty (30) days following the signing of this OMS. Each Party will notify the other whether ratification was successful within twenty-four (24) hours of their ratification process concluding.

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4. Where a Collective Agreement contains a provision that is clearly superior to a term agreed to in the OMS the existing Collective Agreement provision for the affected Union may be retained.
5. All changes included in this OMS will be made to each of the Agreements as outlined in this OMS.

6. **Term**

The term of the new Agreements will be three (3) years from May 1, 2023 to April 30, 2026.

7. **Wages** (All Agreements)

Effective the dates indicated below, the monetary package for the Journeyperson (or equivalent) will be increased by an amount equal to the specified percentage of the Wage Rate in effect prior to the date of increase (e.g. if the Journeyperson wage rate is \$40.00 and the specified percentage is 3.0% then the Monetary Package will be increased by \$1.20). The Union retains the right to distribute these increases between Wages/Vacation & HP or Employer Contributions at their sole discretion. All other indexes shall be calculated accordingly.

- (a) Effective the first Sunday following the date of ratification – 7.5%
- (b) Effective October 29, 2023 – 2.5%
- (c) Effective April 28, 2024 – 4.5%
- (d) Effective May 4, 2025 – 4.5%

8. **Living Out Allowance and Room + Meal** (All Agreements which include an LOA and/or Meal Amount)

Increase the Living Out Allowances and Room + Meal amount in each agreement based on the following:

- (a) Effective May 1, 2023 increase LOA to \$200 and Room + Meal to \$87.50
- (b) Effective May 1, 2024 increase Room + Meal to \$90.00
- (c) Effective May 1, 2025 increase Room + Meal to \$92.50

9. **Layoffs** (All Agreements)

Insert the following new provision into each Agreement.

Employees subject to layoff shall so be informed while on the job site. Employees shall not be laid off by phone call, text message or email or any other alternative method of communication. In extenuating circumstances, this provision may be waived by the Business Manager in advance of the layoff.

10. Out of Town Travel

- (a) Add the following new language (All Agreements):

Where a member is required to travel in excess of eight hundred (800) kilometres to an out of town project and they split their travel into two days they will be reimbursed their actual costs for one night accommodation plus meals up to the value of one days' LOA upon presentation of receipts (within five (5) days of arrival on site) to the Employer.

11. Standby Time (All Agreements)

Insert the following new provision into each Agreement:

If the Employer fails to provide work and requires an employee to standby for more than two (2) consecutive working days in any work week, the employee, at their option, shall be deemed to have been laid off. If travel allowance is involved, the cost of return travel shall be paid by the Employer.

12. Periodic Leave (All Agreements)

- (a) Amend the Periodic Leave provision in each Agreement that contains such provision to reflect that on projects of thirty-five (35) calendar days or more, a periodic leave will be made available to employees every twenty-eight (28) calendar days. Qualification requires five (5) days of work following the leave or payment.

- (b) Replace the periodic leave payment table in each agreement with the following:

When a turnaround is provided, the Employee shall receive an allowance based on the distance from the job site to their residence once for each turnaround. The rate will be based on the maximum tax-free mileage rate established annually by the Canada Revenue Agency. The allowance will be calculated by multiplying the midpoint of each mileage rate by the posted mileage amount. These amounts will be updated on the same date as changes to the mileage amount are effective.

250 to 500 KM	\$255
501 to 750 KM	\$425
751 to 1,000 KM	\$595
Over 1,000 KM	\$680

13. Statutory Holidays (All Agreements)

Amend the Statutory Holiday (or General Holiday as appropriate) list in each Collective Agreement as follows:

- (a) add National Day for Truth and Reconciliation;

- (b) Delete the provision that requires the floating of a non-Statutory Holiday in the event a new Statutory Holiday is implemented by the Provincial or Federal governments from each Agreement.

14. Online Orientation and Pre-Job Drug & Alcohol Testing (All Agreements)

- (a) Add the following to each Agreement:

Pre Access Drug and Alcohol Testing

Where a member is required to perform a pre-access Drug & Alcohol test they will be paid one (1) hour at the regular rate for a successful test provided the report to the project. This amount will be paid on the first pay period for a successful test. This provision may be waived by the Business Manager.

- (b) Each Collective Agreement which does not currently contain language regarding online orientations and/or indoctrinations is amended by adding the following new language to the appropriate place in the Agreement:

Online Orientation/Indoctrination

Where an employee is required to complete an online orientation or indoctrination prior to reporting to a project site they will be paid a minimum of two (2) hours at straight time for time spent performing the orientation or indoctrination. In the event the orientation or indoctrination takes more than two (2) hours to complete the employee will be compensated for time spent performing the orientation or indoctrination to a mutually agreed upon limit based on expected length of time required to complete the orientation or indoctrination.

15. Illness or Injury Leave (All Agreements)

Add the following new provision to each Agreement:

Employees are entitled to illness or injury leave in accordance with the terms of the Employment Standards Act in effect on January 1, 2023.

16. Leaves of Absence – Military (All Agreements)

Add the following new language to each Agreement that does not currently include equivalent language:

The Parties agree to cooperate to facilitate broad and liberal leaves for operations and training military leave for workers who serve as members of the Canadian Forces Reserves, in accordance with provincial and federal law and the “Declaration of Support for the Reserve Forces” signed by the Canadian Office of the Building and Construction Trades Department and the National Construction Labour Relations Alliance, dated May 12, 2010.

17. Pension – Bill C-30 (All Agreements)

Each affiliate shall select one of the following to include in their Collective Agreements.

The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be redirected to an increased Employer contribution to another fund, as determined by the Union.

OR

The Employer will cease Pension Contribution for any employee (a) continuing to work after the calendar year in which they turn 71 or (b) continuing to work while receiving a pension under this Agreement. The amount of the pension contribution will be paid to the employee as wages which shall not attract vacation or holiday pay.

The election of option (1) or (2) will be at the discretion of the Union.

18. PPE – Health and Safety (All Agreements)

Add the following language in the appropriate place in each Agreement:

All safety equipment and clothing that is provided by the Employer under this Collective Agreement will be correct fitting for every individual body type, size and gender when available.

19. Telephone Access for Job Stewards (All Agreements)

Amend the telephone access language in each Agreement to read as follows:

A telephone(s) shall be made available to all employees at all times for incoming and outgoing emergency purposes, and incoming messages of an emergency nature shall be relayed immediately. No employee except for the steward (while doing business as steward) shall be permitted to use a personal cell phone during working hours, excluding rest and meal breaks, except in case of an emergency.

20. Subcontracting

(a) C/I Primacy Language

- (i) Any Collective Agreement that has language regarding the primacy of the C/I Agreement for work in the Lower Mainland/Fraser Valley will have that language replaced by the following:

Where an employer is bidding Industrial work in the Lower Mainland and deems it necessary to bid this work at terms less than the Industrial agreement to be competitive with one or more non-building trade signatory contractors bidding the work they will notify

the Union as soon as possible during the bid process. Where the Parties are not able to agree on enabled terms to make this bid competitive the terms of the C/I Agreement shall apply with the exception of whether employer contributions are calculated on Hours Earned which shall be in accordance with the Industrial Agreement. In addition, the "Alternate" Lower Mainland Industrial rates will apply to the work.

- (ii) A new "Alternate" Lower Mainland Industrial schedule (or equivalent letter) will be added to each C/I Agreement which will include the Employer contributions from the Industrial Agreement and hourly rates which are five percent (5%) higher than the C/I Rates. This provision will be adjusted, if necessary to ensure parity continues between the carpenter agreements.

(b) Subcontracting Language

The Subcontracting language in the standard C/I Construction Agreements for CMAW & BCRCC Craft Carpenters, Labourers, Operating Engineers Heavy Construction, Cement Masons and Plasterers, Teamsters, Bricklayers, Terrazzo, Painters and Drywall Taper & Finisher shall have their subcontracting provision replaced with the following:

- (a) The Employer may subcontract work under the following conditions:
 - (i) it does not possess the necessary facilities or equipment;
 - (ii) it does not have and/or cannot acquire the required manpower;
 - (iii) there is a joint bid on a project which requires the work be subcontracted to the other party of the bid;
 - (iv) it cannot compete in terms of costs on portions of the scope of work;
and/or,
 - (v) the prime contractor requires the contractor to accept the lowest qualified tender price for all subcontracted work.
- (b) Where the Employer anticipates that subcontracting circumstances may exist, they must:
 - (i) Notify the Union with as much notice as possible, but not less than 72 hours before a bid closing deadline. It is agreed that this notice provision can be limited by unusual circumstances;
 - (ii) Allow the Union the opportunity to propose alternate contractors or other measures to encourage union bidders provided this does not impact timing of bid submission or work schedule;
 - (iv) Give timely notification to the union when engaging any subcontractor on jobs not captured by the foregoing.

(c) Nothing in the foregoing waives the requirement that there will be no non-union subcontracting on Concert Properties projects:

21. Housekeeping

- (a) Replace references in each agreement to BC Drug and Alcohol with "BCD&A Drug & Alcohol Program Society."
- (b) Replace references to "WorkSafeBC" in each Agreement with "Workers Compensation Board of British Columbia (dba WorkSafeBC)".
- (c) Replace references in each Agreement to the ITA and/or Industry Training Authority with "SkilledTradesBC".
- (d) Amend each agreement as required to make the language gender neutral.

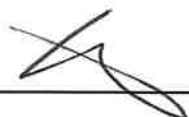


Dated this 3rd day of May, 2023

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Signed on behalf of:

Construction Labour Relations Association of BC

Bargaining Council of British Columbia Building Trade Unions

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