

January 24, 2022

Al Phillips, Business Manager & Financial Secretary, UA Local 170
Geoff Higginson, President, Bricklayers Local 2
Miro Maras, Business Manager, Millwrights Local Union 2736
Doug Parton, Business Manager, Ironworkers Local 97
Neil Munro, Business Manager, BC Insulators Local 118
Jordan Streng, Business Manager, Boilermakers Lodge 359

By Email Only

Re: Your January 20, 2022 Letter Regarding Saturday Overtime

I write in response to your January 20, 2022 letter regarding the Saturday overtime provisions of the Standard Agreements between CLR and your Unions (the "Overtime LOU"). I have also been informed by a number of CLR's members that your letter was emailed to them via blind copy. I am operating on the assumption it was sent to all contractors signatory to each of your Agreements, although due to the blind nature of the copy I cannot confirm that at this time. The inclusion of CLR's members on this correspondence is concerning; while individual CLR contractors do retain the ability to enable provisions of the Agreement they are signatory to, a blanket change to the terms of an Agreement impacting multiple contractors as proposed by this letter must go through CLR and the Union (or, in some cases, the Bargaining Council) directly.

As you are aware, the Overtime LOU arose out of Main Table negotiations between CLR and BCBCBTU in 2019, and includes a specific sunset provision tied to the 2023 expiry. On that basis, if discussions on this sunset provision do occur at negotiations, I expect they will once again occur at the Main Table. Based on the history of the Overtime LOU, it is not exactly clear what the basis is for this request given it came through six affiliates and not through BCBCBTU. I am operating on the assumption that this is a request for blanket enabling to apply to each of your Agreements until the conclusion of the 2023 negotiations.

As you point out in your letter, I am aware that the Overtime LOU established a committee to review the impact the amendment has had on securing new contracts by CLR's members. In that regard, your comment that "NO evidence" has been provided to that committee by CLR is a complete mischaracterization of the facts. While I understand that the BCBCBTU appointees to the committee have a different interpretation of the information that has been provided and do not view it as persuasive, it is simply not true that CLR and its members have failed to provide the information.

To your second point, I have not seen any evidence that establishes that the Overtime LOU has adversely impacted CLR contractors. The only evidence you cite to support this position is that "many" contractors have continued to pay double time. While that may support your position that the time and one-half provision is not critical to some bids, it does not establish that it has negatively impacted any contractor. To date, I am not aware of any member of CLR stating that the Overtime LOU has had a negative impact on their business. Moreover, a number of CLR members who received your letter have contacted me and stated that they are adamantly opposed to your request.

Title: Letter to A. Phillips, G. Higginson, M. Maras, D. Parton, N. Munro, J. Streng
Date: January 24, 2022

While I have not seen any evidence that any contractor has elected to pay double time on Saturday, it would not surprise me if that has occurred on some projects. Under most of the collective agreements, contractors retain the right to pay amounts that exceed the requirements of the collective agreement. This is done on various projects for various reasons, and I don't see why the Overtime LOU would be any different than other provisions of the agreements.

As all of you are aware, CLR and BCBCBTU have recently concluded negotiations for a protocol agreement to guide 2023 negotiations. That protocol is currently undergoing ratification. Once ratification is complete, preparation for negotiations will commence and CLR will contact each of our trade sectors to determine their priorities for 2023 negotiations. I am sure it comes as no surprise that one of the items we will be discussing is whether to propose a renewal of the Overtime LOU. Given that those preparations are in very early stages, it would be premature for CLR to make any decisions regarding this provision which was a key bargaining proposal in 2019.

For CLR to agree to return to double time on Saturdays prior to negotiations would deprive our members of the internal processes which guide negotiations. It would also mean voluntarily giving up a significant change in terms and conditions which arose from 2019 negotiations.

For all of these reasons CLR does not agree to your request to rescind the Overtime LOU and enable double time on Saturday. If there are specific projects or tenders where either party believes that a deviation from the Overtime LOU would be beneficial, CLR is open to considering those specific areas as I hope each of you would be. I am also confident that our members would be open to those discussions on a project-by-project basis where there is a clear business case to be made.

Sincerely

A handwritten signature in black ink, appearing to read 'Paul Strangway', with a stylized flourish at the end.

Paul Strangway
Senior Director, Labour Relations