Employment Insecurity and Industrial Relations in the Canadian Construction Industry

Paul Malles

MIC COUNCIL OF CANADA

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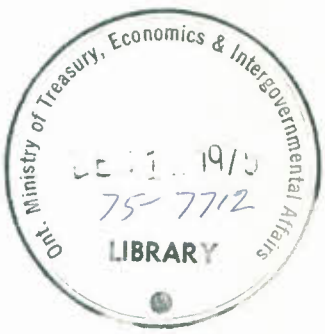

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Employment Insecurity and Industrial Relations in the Canadian Construction Industry

1 External and Internal Destabilizing Factors in Construction Labour Relations

Industrial relations in the construction industry have been studied more exhaustively than any other industrial relations system in Canada. Since the late 1950s, several commission and task force reports relating both to the national and to the provincial scenes have been produced. The 1958 Report of the Select Committee on Labour Relations in Ontario was largely concerned with the construction industry and, in 1962, the Ontario Royal Commission on Labour-Management Relations in the Construction Industry, under the Chairmanship of H. Carl Goldenberg, dealt even more specifically with the subject. In 1965 the initiative came from within the industry itself, when the Canadian Construction Association (CCA) commissioned H. Carl Goldenberg and John Crispo to undertake a study, which is one of the most thoughtful and highly influential documents on the subject. The more general reports of the Prime Minister's Task Force on Labour Relations and Mr. Justice Rand's report on Labour Relations in Ontario also paid special attention to construction labour relations. Since then, a number of provincial studies have been completed. The Manitoba government published a report by George Sayers Bain early in 1970. The same year H. D. Woods acted as Commissioner of Enquiry into Industrial Relations of the Construction Industry in Nova cotia, and a special subcommittee of the New Brunswick Industrial Relations Committee on Labour Relations Act Revisions dealt specifically with the construction industry. In 1972, Commissioner Maxwell Cohen made recommendations about the same subject in a special section of his extensive report on Labour Legislation in Newfoundland and Labrador. Similarly, the Board of Inquiry into Labour Standards and Labour Relations in the Northwest Territories paid particular attention to the special problems of construction in the Canadian North.[1]

1 Ontario, *Report of the Royal Commission on Labour-Management Relations in the Construction Industry*, H. C. Goldenberg, Chairman (Toronto: Queen's Printer, 1962); H. Carl Goldenberg and John H. G. Crispo, eds., *Construction Labour Relations* (Ottawa: Canadian Construction Association, 1968); Report of the Task Force on Labour Relations, *Canadian Industrial Relations*, H. D. Woods, Chairman (Ottawa: Queen's Printer, 1968); Ontario, *Royal Commission Inquiry into Labour Disputes*, J. C. Rand, Commissioner (Toronto: Queen's Printer, 1968); George Sayers Bain, "Industrial Relations and the Manitoba Construction Industry," January 1971 (mimeo.); Nova Scotia Department of Labour, "Report of the Commission of Inquiry into Industrial Relations in the Nova Scotia Construction Industry," H. D. Woods, Commissioner, Halifax, 1970 (mimeo.); "Submission of the New Brunswick Industrial Relations Committee on Labour Relations Act Revisions," G. A. McAllister and W. F. Ryan, Chairmen, Fredericton, 1971 (mimeo.); Newfoundland, *Report of the Royal Commission on Labour Legislation in Newfoundland and Labrador*, Maxwell Cohen, Commissioner, St. John's, 1972; Northwest Territories, "Report of the Board of Inquiry into Labour Standards and Labour Relations in the Northwest Territories," Yellowknife, 1973 (mimeo.).

In almost every instance these inquiries were triggered by a spate of strikes and lockouts in the industry. This raises the question whether the construction industry is in fact more conflict-prone than other industries. The strike and lockout statistics published by Labour Canada indicate that over the twelve-year period from 1961 to 1972, the manufacturing industry, employing about 27 per cent of all wage- and salary-earners, was responsible for about 50 per cent of all man-days lost through work stoppages, but the construction industry, employing only about 6 per cent, accounted for 19 per cent of lost man-days (Table 1).[2] Thus the incidence of industrial conflict in construction was about one-and-a-half times as large as in manufacturing. On the other hand, the loss of man-days per worker in construction conflicts was somewhat lower (18.3 days) than in manufacturing (21 days), indicating that the duration of these conflicts was somewhat shorter. However, conflict in the construction industry is usually much more volatile than in manufacturing.

From Table 1-1 it can also be seen that the high-conflict years in the one industry do not necessarily coincide with such years in the other. For example, 1964, 1965, and, especially, 1968 were high-conflict years in manufacturing, given the overall incidence of conflict in that industry, while they were low- in construction. Between 1969 and 1972, however, union militancy was fairly general and the coincidence was more pronounced.

Yet, considering that over the same period the total time loss in Canadian industry as a whole fluctuated between a low of 0.07 per cent in 1963 and a high of 0.46 per cent of estimated worked time in 1969, the construction share dwindles to insignificance, especially when compared with the man-day losses caused by seasonal and other cyclical fluctuations, sickness, accidents, and absenteeism. In fact, even in the construction industry, time loss resulting from industrial conflict ranged from a low of 0.1 per cent in 1963 to a high of 2 per cent in 1970; over the period 1961 to 1972, the average loss was less than 1 per cent of estimated worked time in that industry.

A characteristic of work stoppages in the construction industry – and one for which the industry is frequently criticized – is the real or alleged incidence of "illegal" disputes. However, the actual incidence of illegal work stoppages is difficult to establish statistically. In most jurisdictions a work stoppage that takes place during the term of a contract is regarded as "illegal" although, if the stoppage is of sufficiently short duration, neither the employer nor the union is likely to take legal action or seek an injunction. However, not all "illegal" strikes take place during the term of a contract. Information received from Labour Canada indicates, though, a higher frequency of stoppages during the term of a contract in construction than in manufacturing or industry in general. There may be many reasons for this:

2 Labour Canada cautions against too-literal interpretation of the figures published in the *Labour Gazette* and the annual reports on strikes and lockouts in Canada because of both conceptual and reporting difficulties. However, the figures may be sufficiently indicative of longer-term trends for interindustry comparisons.

Table 1-1

Incidence of Industrial Disputes in Manufacturing and Construction, 1961-72

	Manufacturing[1]			Construction[2]			Index of relative man-days lost[3]	
	Percentage of all man-days lost	Duration in man-days	Man-days lost per worker	Percentage of all man-days lost	Duration in man-days	Man-days lost per worker	Manufacturing	Construction
1961	29	383,660	11.7	49	652,230	13.1	1.01	7.78
1962	55	778,700	22.6	14	197,720	10.6	1.93	2.22
1963	54	498,730	13.0	21	192,330	11.3	1.88	3.28
1964	75	1,190,810	18.7	6	91,890	9.0	2.57	0.98
1965	63	1,470,770	15.2	10	237,240	12.3	2.28	1.49
1966	38	1,987,830	20.7	6	1,673,110	36.9	1.36	0.87
1967	50	1,976,260	21.6	24	976,400	23.0	1.84	3.81
1968	74	3,746,190	24.1	5	275,510	14.8	2.80	0.83
1969	35	2,690,260	30.5	26	1,981,300	24.8	1.32	4.41
1970	56	3,630,670	39.5	33	2,156,890	19.2	2.19	5.70
1971	54	1,541,520	16.3	14	400,990	16.8	2.16	2.37
1972	26	2,042,500	17.4	18	1,420,460	28.0	1.06	2.95
1961-72	50	·	21	19	·	18.3	1.8	3.1

1 The manufacturing sector employs an average of 27 per cent of all wage- and salary-earners.

2 The construction industry employs an average of 6 per cent of all wage- and salary-earners.

3 Man-days lost in each industry as a percentage of all man-days lost in Canada relative to that industry's percentage of total wage- and salary-earners.

Source Based on data from Labour Canada, and estimates by the Economic Council of Canada.

the particular nature of construction work, the relatively short life of the bargaining unit, the limited time a particular crew is engaged in any one project, the shift from employer to employer, disputes over work assignments, varying qualities of the work environment, etc. (Some of these matters will be taken up later in this study.) Between 1966 and 1970, half of all work stoppages in construction appear to have taken place during the term of a contract, compared with one-fifth in manufacturing and about one-fourth in industry as a whole. The incidence of such stoppages was somewhat lower in 1971 for all industries, while the pattern in 1972 again resembled that observed from 1966 to 1970.

How serious were these stoppages? The percentage range of workers involved was higher in construction than in manufacturing and all industries. For example, between 1966 and 1972 an average of 32 per cent of all construction workers participating in stoppages were doing so during the term of a contract; the average was 19 per cent in manufacturing and about the same in all industries. Yet, although a relatively large number of workers may have been involved, the stoppages were mostly of short duration and, therefore, in terms of time loss their impact was minor. Between 1966 and 1972, a period for which figures are available, such loss amounted to about 7 per cent of all time loss in construction, 3 per cent in manufacturing, and slightly less than 5 per cent in all industries.

Obviously, time loss through strikes and lockouts is not commensurate with economic loss. Yet time loss is the only statistical measure available. Moreover, these figures only indicate the number of workers directly involved in disputes and not those who may be affected indirectly. For a number of reasons, the *secondary* effects of industrial conflict in the construction industry often have a far greater *immediate* impact than the effects of similar conflict in other industries. First, these overall figures hide the fact that construction work stoppages can be, and indeed have been, very lengthy – for example, the hundred days in Ontario in 1969, affecting a very large part of the industry, or the eleven weeks of strikes by electricians and plumbers in Saskatchewan in 1970, or the two long general lockouts in British Columbia in 1970 and 1972. Second, even much shorter conflicts can have serious secondary effects, especially on an industrial client of the construction industry because usually no substitutes for the product are available, the project is bound to a specific site, and often completion of a construction project is an essential precondition for investment programs to proceed. Third, the involvement of a small number of key tradesmen in a lengthy conflict may have serious consequences for the completion of a large number of building projects; for example, the elevator construction workers' strike in 1972-73 held up completion of many high-rise projects. It is this immediate but secondary impact, rather than any possible long-run effects on output and costs as well as the sometimes accompanying circumstances of violence and bitterness, that usually focuses more attention on construction industry conflicts than on those in most other industries.

Another factor contributing to this preoccupation with industrial relations in the construction industry is the fact that increases in construction wages have in recent years far outpaced those of workers in other industries. But the public sometimes forgets that the higher levels and longer periods of unemployment substantially reduce these wage differentials in terms of annual earnings. By 1972, tradesmen in construction earned 15 to 20 per cent more in average hourly wages than corresponding tradesmen in manufacturing; yet in 1971, the last year for which personal earnings data were available at completion of this study, the annual average income of construction tradesmen was only about 3 per cent higher than that of corresponding tradesmen in other industries.[3]

Seen in the context of overall industrial relations in Canada, on the basis of conflict data alone, construction labour relations were not much worse than those of other industries. However, given their high visibility and, in some instances, accompanying circumstances, the attention paid to them should come as no surprise. This attention, in turn, appears to have created a tendency to ascribe the ills of this industry to the real or alleged malfunctions of its industrial relations system rather than to the particular problems of the industry. Nevertheless, if an industrial relations system cannot resolve the particular conflicts of an industry, there is something wrong with the system. For that reason, industrial relations in the construction industry have in recent years been the object of a great deal of experimentation. These developments are scrutinized here as far as possible in relation to the problem of "instability" in construction.

In the construction industry, full and even overfull employment may alternate with periods of serious unemployment and underemployment. Furthermore, because of the fragmentation of the labour market and the production process, as well as impediments to intertrade and geographical mobility, shortages of labour in certain crafts and occupations may coincide with, or even be a cause of, unemployment in the industry as a whole. Thus "instability" – by which usually is meant instability of demand – has profound effects on industrial relations.

However, the concept of instability also encompasses both external and internal destabilizing factors. As far as labour is concerned, the irregularity of the building cycle translates itself into *employment insecurity*. There also exists a phenomenon related to the fragmentation of the production process and the organization of the industry on the lines of this fragmentation; to distinguish it from instability of demand, this phenomenon may be called the *inconstancy* of the employer-employee relationship. This is in itself a reflection of the complex system of relationships between the owner-developer, the general contractor, the specialized subcontractor, and even sub-subcontractors. Their links with each other are constantly broken, as

3 R. A. Jenness, "Manpower in Construction," Economic Council of Canada (forthcoming).

contracts on a given project are completed and new relationships are formed, usually on the basis of competitive bidding.

The effect of this inconstancy is twofold: most construction workers have no single or permanent employer; nor have they a single or permanent location of employment. In this respect, the employer-employee relationship in the construction industry is unique, differing even from those groups in the labour force for which either one or the other of these conditions prevails, but not both at the same time. For example, certain categories of transport workers usually have one employer but no permanent or common location of employment; longshoremen usually work for several employers at the same location, but their employment may be discontinuous. Nevertheless, certain sectors of the transport industry (teamsters, seafarers, port workers) have had industrial relations problems similar to those of the construction industry.

The consequences of these conditions have been described in a recent publication:

> Construction employment has traditionally typified the worst features of temporary and seasonal work. Construction tradesmen have been treated by their employers as tools essential when needed but put aside when the job is done. Originally the procedure was seen to be efficient since it ensured that contractors never employed a man whose services were not in demand. In addition, contractors agreed that the craft unions should find a supply of tradesmen when needed, thus avoiding the overhead expense of operating an employment office. These practices have contributed in large measure to the serious problems that plague the industry today. The efficiency of action that individual contractors achieved has been gained at a tremendous cost to the industry and hence to the economy of the nation. Such efficiency is false.
>
> Construction workers are well aware that as soon as they accept employment, they are working themselves out of a job. They are also aware that when they are laid off, their employer has no interest in their fate unless and until their particular services are needed again. It should not be a matter of surprise therefore to find that construction workers strive to protect their jobs for as long as possible and that they feel little or no loyalty to their employers.[4]

Further consideration must be taken of the fact that the construction industry is not *one* industry but rather a complex of industries whose activities serve greatly different needs and requirements, have a different clientele, and are very differently organized. The production process is not solely a matter of the conversion of raw materials and assembly of parts into a finished product in a certain sequence; it is divided among a very large number of firms and groups of firms, some of them highly specialized, some of them in competition with each other, and others employing each other in a quasi–employer-employee relationship between employers of other labour.

What emerges, then, is a conglomeration of construction activities with a few common denominators. They use a certain range of skills or a selection of such skills; they are held to be subject to wide cyclical swings that differ,

4 Peter M. Allen and Michael H. Eayrs, *Labour Relations for Construction Employers in Ontario* (Waterloo: University of Waterloo, 1972), pp. 5-6.

however, in time and intensity from building sector to building sector; the employer-employee relationship is inconstant, the location of production shifts from site to site; and the interrelationships between certain employer groups entail conflicts of interest similar to those that exist between employers and employees. All these factors continue to contribute to the sense of uncertainty and insecurity that permeates the construction industry despite the greater stability experienced in the 1960s. Although this sense of insecurity cannot be measured solely by reference to statistical data, some of the contributing factors that have been quantified may be summarized:[5]

1 Cyclical employment instability in construction is higher than the national average in all provinces save Ontario. It is also about twice as high in the engineering as in the building sector.
2 Cyclical employment instability in construction is twice as high as in manufacturing and four times as high as in the transportation, communications, and public utilities sectors.
3 There is more change in construction employment from month to month because of climatic and seasonal factors than during the whole year because of cyclical factors. The construction labour force varies from 400,000 to 600,000 because of seasonality.
4 Much of the response to the seasonal swings comes from the "supplementary" construction labour force – students, workers from other industries, and unemployed tradesmen. The size of the construction labour force itself swings seasonally by 100,000 workers, creating a sizable pool of unemployed. As a consequence, even the permanent core of tradesmen work an average of less than forty weeks per year.

All these external and internal destabilizing factors, which mutually reinforce each other, clearly create certain patterns of behaviour among employers and workers within their ranks and between them, as well as in relation to the general public. These patterns of behaviour are far from reassuring. But, as the brief of the Canadian Construction Association to the Council's construction reference put it: "Instability creates insecurity and insecure people should not be expected to behave in an ideal way."

As a background study to the Council's report on instability in the construction industry,[6] the aim of this study is to show how this sense of insecurity affects labour relations, insofar as this can be documented. It is outside the scope of this study to deal – except by occasional reference – with behaviour patterns that lend themselves more to judicial than to economic or institutional inquiry. Such inquiries have in fact been initiated in Quebec under Mr. Justice Robert Cliche and in Ontario under Mr. Justice Harry Waisberg. Nor does this study examine sociological phenomena such as the exploitation of immigrants by immigrants – a phenomenon by no

5 Jenness, "Manpower in Construction."

6 Economic Council of Canada, *Toward More Stable Growth in Construction* (Ottawa: Information Canada, 1974).

means restricted to the construction industry but often more readily observed there, because the construction industry provides the first employment opportunity for many immigrants.[7] Although there may be a link between employment insecurity and these phenomena, they are fortunately not characteristic of the Canadian construction industry as a whole or of the majority of its trades.

7 Traditionally, immigration has contributed to more than half the growth in the number of construction tradesmen. Slack labour conditions and the immigration policy emphasizing occupational skills has cut down on the entry of unskilled workers into Canada, but many still come from southern Europe via the nominated and sponsored category. See Jenness, "Manpower in Construction."

2 Construction Trades Unions and Employer Associations

The parties that enter into the industrial relations systems of the construction industry are the employees as represented by their unions, the employers and organized groups of employers, and governments. Governments have a multiple role. As legislators, they establish the rules of conduct for the employee-employer relationship; set minimum standards of wages and working conditions, and control and enforce them; act as protector of the public interest in conflict situations and as conciliator-arbitrator between labour and management through statutory agencies. There are many other government activities that influence labour relations in the industry, such as manpower training, health care programs, and safety regulations. Moreover, there are attempts to influence the building cycle through government projects and fiscal and monetary policies. However, here we deal only with those aspects directly involved in the labour relations process, as they pertain to the construction trades unions and corresponding employer associations. In the next chapter we discuss the legal framework within which the industrial relations process takes place.

Construction Trades Unions

The dominant employees' groups are the seventeen "international" construction trades unions of the American Federation of Labor–Congress of Industrial Organization (AFL-CIO) in the United States and of the Canadian Labour Congress (CLC). It is characteristic of all Canadian trade unions that the decision-making powers, especially in collective bargaining, rest largely with the union local at the enterprise or plant level. This characteristic is even more strongly pronounced in the construction trades unions, which escaped the institutional revolution of the North American trade union movement in the 1930s and retained the previously common divisions on craft or trade lines. Moreover, while the industrial unions – even within the framework of their international structure – developed a degree of upward delegation of decision-making powers to central bodies in Canada, this is much less true of the construction unions, which are mostly directly chartered locals of their parent bodies in the United States.

There is no direct organic link between these locals, which vary in size from a few dozen to several thousand members, and their Canadian headquarters or regional offices. These offices are creatures of their parent unions, and their officers are appointees of these unions, although some appointments depend on the consent of the "Canadian caucus" at a convention of the parent union. The influence of these international representatives varies from union to union, but they usually have advisory, servicing, and sometimes policy co-ordinating, functions. Decision-making powers are therefore in the hands of the union locals and their directly elected business managers or agents. The consequence of this is not only a division of the unions on craft and occupational lines, but often there is only a tenuous relationship between the different locals of the same union. Only under exceptional circumstances is the involvement of the international officers in the industrial relations process direct, and then it is usually only advisory and exhortatory.

Recently it was found necessary to create something of a "roof" organization for the construction trades unions in Canada, significantly entitled "The Advisory Board for the Building and Construction Trades Unions in Canada." However, this board is really an emanation of an American roof agency, as its members are the "Canadian Representatives appointed by the General Presidents of unions in the construction industry, namely those affiliated with the Building and Construction Trades Department, AFL-CIO,"[1] the Canadian components of which are mostly affiliated with the CLC.

Within this organizational set-up, however, there are variations in the actual status of the locals in relation to their parent unions. Union spokesmen openly admit that the Canadian locals enjoy greater autonomy than their counterparts in the United States, partly because of the geographic distance from their American headquarters, the difficulty in servicing them because of their frequently small size, and emerging policy differences with their parent organizations. However that may be, the nearly 800 local unions operating either separately from each other or in groups within the various provinces are the parties that enter into construction labour relations and that are involved in collective bargaining and policing of contracts.

Table 2-1 outlines the membership strength of the seventeen construction trades unions that adhere to the Advisory Board. Only five of them have a membership of more than 20,000 – the size that is usually regarded by the CLC as minimum for a viable self-financing union in Canada. These five unions comprised 73.5 per cent of the total construction trades unions membership in 1971. Another four unions had between 10,000 and 15,000 members, constituting another 17.5 per cent, while eight unions shared the remaining 9 per cent in the same year. The heaviest concentration of

1 Advisory Board for the Building and Construction Trades Unions in Canada, "Causes, Effects, and Recommendations on Cyclical Instability in the Construction Industry," Submission to the Economic Council of Canada, September 1972, p. 2.

construction locals is to be found in Ontario, followed by British Columbia; but even provinces such as Nova Scotia and New Brunswick, with relatively small construction labour forces, have between 55 and 60 construction locals.

A number of other unions are sometimes of regional or local importance in the construction field. Apart from the CLC/AFL-CIO unions, there are a number of smaller independent bodies; the Christian Labour Association of Canada, has a construction labour component and, in 1971, it claimed 2,788 members divided among 71 locals, with all but 9 in Ontario and British Columbia. More important, there is also an unspecified, but appreciable and perhaps growing, number of construction workers among the membership of industrial unions, such as the International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers; the United Steelworkers of America; the International Woodworkers of America; the Oil, Chemical and Atomic Workers' International Union; the Canadian Union of Public Employees, and the Public Service Alliance.

This multiplicity of construction trades unions is further accentuated in Quebec. There, all the international craft unions are represented by a large number of locals affiliated with the Quebec Federation of Labour (QFL-CLC). The Fédération nationale des syndicats du bâtiment et du bois – an organization of the industrial-union type, which forms part of the Confédération des syndicats nationaux (CSN-CNTU) – also claimed 30,000 building workers as members in 1971. Further, the recently created Centrale des syndicats démocratiques (CSD) claims, after its split from the CNTU, to represent a sizable portion of construction workers. Thus the already existing union-multiplicity characteristic of the Canadian construction scene has a further element of union pluralism that divides the Quebec construction unions on basic principles of union structure as well as ideology.

A rigorous and meaningful examination of the degree of unionization in the Canadian construction industry is extremely difficult on the basis of available data.[2] Obviously, a sizable proportion of the membership of the construction trades unions listed in Table 2-1 work outside the construction industry proper. For example, in 1971 there were an estimated 25,000 building electricians; yet the International Brotherhood of Electrical Workers claimed a membership of more than twice that number. Variations of jurisdiction can also prevent a useful breakdown of union membership figures for the purpose of ascertaining distribution over the different trades and sectors of the industry.

Any judgment about the importance of individual unions based solely on membership figures could be misleading, as the various unions follow very different membership policies. Moreover, a relatively small union may play a

2 Attempts to obtain such data have not been very productive, mainly for two reasons: the internal reporting system of the unions is not geared to such analysis and the Establishment Survey for the industry is too restrictive to give reliable results.

Table 2-1

Canadian Membership and Number of Locals of Construction Trade Unions Affiliated with CLC/AFL-CIO, 1971

	Total Member-ship	Number of Locals											
		Nfld.	P.E.I.	N.S.	N.B.	Ont.	Que.	Man.	Sask.	Alta.	B.C.	N.W.T. & Yukon	Total
United Brotherhood of Carpenters and Joiners	74,645	5	1	13	20	69	34	6	7	15	43	1	214
International Brotherhood of Electrical Workers	55,000	5	1	19	12	53	12	5	5	4	9	0	125
Labourers' International Union of North America	38,539	2	0	3	3	14	7	2	2	2	6	0	41
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry	32,144	2	1	4	8	27	10	3	4	7	5	1	72
International Union of Operating Engineers	24,894	1	0	2	3	8	2	3	1	3	8	0	31
International Association of Bridge, Structural and Ornamental Iron Workers	14,385	1	0	1	1	9	3	1	1	4	3	0	24
Sheet Metal Workers' International Association	14,374	2	0	2	3	21	3	2	3	4	3	0	43
International Brotherhood of Painters and Allied Trades	11,981	1	0	3	2	25	6	5	4	6	9	1	62
Bricklayers', Masons' and Plasterers' International Union	10,577	1	1	3	5	28	4	1	2	3	2	0	50

International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers	7,400	2	0	1	1	9	4	5	2	4	3	0	31
Operative Plasterers' and Cement Masons' International Association	2,627	1	0	1	1	17	2	2	2	4	3	0	33
International Association of Heat and Frost Insulators and Asbestos Workers	2,436	0	0	1	1	1	1	1	1	2	1	0	9
International Union of Elevator Constructors	2,184	0	0	1	0	3	2	1	0	2	1	0	10
Wood, Wire and Metal Lathers' International Union	1,532	0	0	1	0	11	1	1	2	2	3	0	21
International Association of Marble, Slate and Stone Polishers	302	0	0	0	0	2	0	0	0	0	2	0	4
Granite Cutters' International Association	*	*	*	*	*	*	*	*	*	*	*	*	*
United Slate, Tile and Composition Roofers	*	*	*	*	*	*	*	*	*	*	*	*	*
Total	293,020	23	4	55	60	297	91	38	36	62	101	3	770

*Not available

Source Based on data from Labour Canada and the Advisory Board for the Building and Construction Trades Unions in Canada.

key role in the production process and, therefore, exercise more power than the size of its membership would suggest. Further distortions result from the fact that, since the Quebec Construction Industry Labour Relations Act was passed in 1968, union membership in that province has been compulsory.

A breakdown of the distribution of union membership over the component sectors and activities of the industry can, at best, be only inspired guesswork. However, a consensus of employer and union sources indicates that (Quebec apart) membership is highly concentrated among workers in nonresidential construction. Within this area the degree of unionization is usually stated (with some variation between provinces) as 70 to 90 per cent in commercial, institutional, and industrial, and 40 to 50 per cent in the road- and bridge-building sectors. Only 5 to 10 per cent of the residential-construction workers appear to be organized, although this percentage may be growing as the importance of high-rise apartment construction increases. In a way this uneven distribution of union membership over the industry reflects the uneven mixture of skills needed in the various component activities, and this tends to support the traditional assumption of relatively little labour mobility between the residential and nonresidential sectors.

Thus statements based on the relation of union membership figures with available construction manpower figures in the aggregate may have little meaning. In considering industrial relations in the construction industry, it should therefore be remembered that institutionalized relations exist only in certain parts of the industry – primarily only in the commercial, industrial, and institutional sectors, which together account for at least 60 per cent of output.

Employer Associations

Contractor associations of various kinds have long been in existence in Canada. Two main types have emerged: the "industrywide" or "multitrade" associations, which have their historical roots in the local "builders exchanges," and the "sectoral" or "specialized trade" associations, which developed later and have proliferated in recent years as the industry and its clientele have become more differentiated and more specialized. Both types can be found at the national, provincial, and local levels.

The national organization that aspires to industrywide representation is the Canadian Construction Association. The CCA, in its present, albeit changing, organizational set-up, attempts to combine all sectoral, regional, and local, aspects of the industry, including design and architecture. It claims an overall membership of about 20,000 firms, the large majority of which are engaged in commercial, institutional, industrial, road and engineering construction – that is, the nonresidential sector. The concentration of the unionized labour force in this sector also explains the strong preoccupation of the CCA with

union-management relations in which it has exercised a growing influence in recent years.[3]

Unlike labour unions, which often do not have provincial organizations, the CCA has developed construction associations at the provincial level. These have been formed because provincial governments and their agencies and municipalities exercise a decisive influence on the construction industry in terms of legislation and regulation, as well as being major clients. Examples are the Ontario Federation of Construction Associations and the Construction Associations in Alberta, Saskatchewan, and British Columbia. In some provinces, regional groupings have developed; for example, the Nova Scotia Construction Association (Mainland) and the Cape Breton Construction Association (which have recently merged), and, in New Brunswick, the Saint John and Moncton Construction Associations, which reach beyond the city limits of their designation. Multitrade organizations at the local level often replace the former Builders' Exchanges.

All these groupings are directly or indirectly related to the CCA as affiliates, members in their local or provincial organizations, or even as individual firms. However, the CCA is currently reorganizing its hitherto uneven and complex structure to achieve integration; in future, individual firms are to be members of their local groupings, the locals will be members of their provincial organizations, and these in turn will be the members of the national body. This arrangement seems not to impinge on the separate existence of the other type of contractor organization that is grouped according to trade and even clientele.

Like the CCA organizations, the trade and specialized contractors' associations operate at the national, provincial, and local levels. Examples of national organizations are the Pipe Line Contractors' Association of Canada (which, incidentally, also negotiates national collective agreements), the Canadian Plumbing and Mechanical Contractors' Association, the Canadian Painters' and Decorators' Contractors' Association, etc. There is also a large and increasing number of associations representing specialized trade interests at the provincial level, such as the Mechanical Contractors' Association of Ontario, the Alberta Road Builders' Association, and the Corporation of Master Electricians in Quebec. In urban areas, they frequently form chapters or zones of provincial bodies – for example, the Mechanical Contractors' Association of Ottawa, the Toronto Masonry Contractors' Association, the Electrical Contractors' Association of Hamilton, and many more.

Parallel with and counterbalancing this increasing organizational multiplicity, is a more recent organizational phenomenon: a functional separation

3 The representative organization of the residential sector is the Housing and Urban Development Association of Canada, a much smaller organization with about 4,800 member firms, of which about 2,000 are actually builders. The rest are suppliers and professional firms of designers, architects, lawyers, etc. There is a certain overlap with CCA membership.

between the representational or "lobby" tasks of these specialized organizations and bodies designated specifically to deal with industrial relations. Spurred on by the CCA and its Labour Relations Committee, new bodies are emerging at the provincial and area levels; individual firms or associations delegate their collective bargaining powers to them. In some instances these bodies are the cause, and in others the effect, of recent changes in the industrial relations legislation aimed at the construction industry in a number of provinces. This functional separation is by no means complete, and in some instances industrial relations have become, for the time being, only an added task of the multitrade organizations.[4]

Most of the provincial Labour Relations Associations are so new that no conclusions can be drawn about their representativeness or effectiveness.[5] Moreover, the present multitrade coverage varies greatly from province to province. In provinces where the construction clientele is fairly uniform and the activities of the industry relate to a limited number of sectors, the future of the various labour relations associations seems to be more assured than, for example, in Ontario, where the structure of the industry is far more complex; its clientele is much more diverse; and the conflicts of interest between the various employer groups are much more pronounced.

Little statistical information is available about the membership and trade or sector coverage of the various labour relations associations. Most of them claim to represent firms employing 60 to 80 per cent of the unionized labour force, with heavy concentration in industrial, commercial, and institutional building and somewhat less in road-building.

Nevertheless, the emergence of multitrade associations to be involved specifically in industrial relations, especially collective bargaining, has gathered momentum during the past few years. It is one of the most remarkable developments in the history of the industry, responsible also for similar developments in labour unions. Unions have been forced into a new pattern of internal relationships in which various union locals combine to form mixed trade groups or councils. These groups progress from ad hoc bodies to more permanent entities.

The paradox remains that these developments parallel the continuing fragmentation and increased organizational multiplicity of specialized con-

4 With the exception of Quebec which, because of its entirely different industrial relations system, has to be considered separately, the chief bodies involved are: the Newfoundland Construction Labour Bureau; the Labour Relations Bureau of the P.E.I. Construction Association; the Construction Association Management Labour Bureau of Nova Scotia; the Saint John and Moncton Construction Associations in New Brunswick; the Construction Labour Relations Association of Ontario; the Labour Relations Council of the Winnipeg Builders' Exchange; the Construction Labour Relations Council of the Saskatchewan Construction Association; the Alberta Construction Labour Relations Association; and the Construction Labour Relations Association of British Columbia.

5 For example, the Ontario Construction Labour Relations Association was founded in 1972 and began operations in 1973, when it played a co-ordinating role in the negotiations of that year. It is to become a factor in actual bargaining in 1975.

tractor associations. As a result, new vested interests are being created to maintain their separation and independence. The development and proliferation of these specialized contractor groups is, above all, the result of the increasing division of labour in the industry, whereby individual contractors contribute to the finished product not by the delivery of a tangible part product but primarily through their workmen's particular, and frequently highly specialized, skills. In all industries the purpose of specialization is to achieve economies in production either by increasing production runs or equipment capacity. In the construction industry, on the other hand, the trend is towards skill specialization.

Up to a point the same division along skill or trade lines also prevails in the structure of labour organizations. Contractors frequently prefer to enter into a relationship, either individually or as groups, with the unions that have or claim jurisdiction over the same or related groups of skills. Increasing specialization may indeed be beneficial from the point of view of productivity, but it also creates an incentive to form new organizational subgroups and to strengthen already existing ones. This mutual reinforcement of both management and labour organizational patterns may then result (through collective agreement) in questionable arrangements such as the funneling of a certain number of cents per hourly wage into "industry promotion" and "other" funds. These funds serve to supplement the financing of contractors' associations and unions on a share basis.

In fact, as these specialized subcontractors find themselves dependent on other contractors in a quasi–employer-employee relationship, their collective interest may well coincide more closely with that of the corresponding craft union than with those contractors who employ them. The same craft union, too, may defend its trade jurisdiction against another union or other unions. Moreover, substantial numbers of tradesmen labeled as "proprietors" receive part of their income from wages; they sometimes act as employers and at other times as wage-earners, possibly even holding union cards. Clearly, the usually assumed sharp distinction between the community of interest of all employers and that of all workers is greatly blurred in the construction industry.

3 Industrial Relations Law and the Construction Industry

Industrial relations law is the foremost, though not the only, instrument by which government seeks to bring public interest to bear on what is essentially a conflict of interests in the distribution of the rewards of production. Although, in mixed economies, market forces remain central to the process of allocation, in liberal-democratic societies certain political values enter into this process. The way that conflicts of interests in the distribution of rewards are resolved corresponds to the basic freedoms of such societies:

> These freedoms are fundamental to trade unionism and to some of the most important tactical instruments used in collective bargaining such as the strike, the picket line, and the boycott. Coupled with freedom of entrepreneurship they support the principle of market determination of the employment relationship on a collective basis.[1]

In protecting these freedoms by the rule of law, they become rights – the right of association, the right to strike and lock-out, and the right to bargain collectively. The very concept of a right, however, implies that the law, in establishing such rights, also establishes permissible rules of conduct in their exercise. This presupposes that these rules of conduct are also applicable and enforceable in specific situations and under specific conditions.

It has long been recognized that the Canadian industrial relations legislation was essentially geared to the requirements of manufacturing industries:

> The general statutory scheme is particularly suited to sedentary secondary industries, where the place of employment is easily identifiable, where the employer has a comparatively high degree of economic stability, where the size and composition of the work force are relatively constant, where seasonal fluctuations are low, where job descriptions and job contents are fairly definable and where the work force is stabilized by urban living.[2]

1 Nova Scotia "Report of the Commission of Enquiry into Industrial Relations in the Nova Scotia Construction Industry," p. 4.

2 A.W.R. Carrothers, "Labour Relations Acts," in *Construction Labour Relations*, ed. Goldenberg and Crispo, p. 306.

Practically all these elements are lacking or are markedly different in the construction industry, where instability in employment creates insecurity; inconstancy of the employer-employee relationship diminishes the sense of mutual obligation; and the shifting of production from one location to another makes at least certain parts of the labour force "nomads" – as Carrothers has called them – modern equivalents of "itinerant labourers." In addition, the pronounced pluralism of North American society, expressed on the labour scene in a multiplicity of trade unions, has contributed to the development of very specific characteristics in North American industrial relations. Some of these characteristics are shared by Canada and the United States; others are uniquely Canadian.

This industrial relations system attempts not only to preserve the right of workers to choose freely the union that is to represent them at the bargaining table, but also to reduce the effects of union multiplicity on the bargaining process. For this reason, industrial relations law on this continent established the concept of the "statutory bargaining unit" and the "certified bargaining agent." This usually means that a local union or a combination of local unions is certified by a statutory board to represent the majority of the employees in a bargaining unit as defined by the board, and in this way obtains bargaining rights for the whole unit. First developed in the United States during the 1930s, this procedure has become standard in Canada under federal as well as provincial law, although the latter usually accepts the voluntary recognition of unions as bargaining agents by employers and employer groups. The system has worked quite well in the resource and secondary industries and has greatly assisted in the rise of industrial unionism in the United States and Canada, overcoming to a large extent the previous differentiation on trade and occupational lines; indeed, this was the clear intention of the legislation.

Paradoxically, it may have had the opposite effect in the construction industry in which, in conjunction with a similar differentiation of employers, the bargaining units usually became identified with special trades and occupations. It is true that, in the construction industry, voluntary recognition of unions by employers was the prevailing pattern in bargaining relations. However, some years ago a strong demand for legal certification developed, partly as a weapon in interunion competition and partly as a means to defend, preserve, and increase the vested interests of the various crafts in the jobs to be performed. Obviously, the certification procedure – which, incidentally, no longer applies to Quebec construction unions – is not the only, or even the main, reason for the survival of the craft structure in the Canadian construction unions and for the maintenance of union multiplicity, even in related trades where the benefits of merger into larger units are clearly discernible. Some internal factors – old traditions and loyalties and pride in craftsmanship, as well as the vested interests of office-holders and the financial advantages derived from benefit funds – were

also involved. In addition the by-laws of the parent unions in the United States also encouraged survival of the craft structure.[3] Other impediments to the reduction of the multiplicity of construction trade unions relate to the structure of the industry, but also to the fact that the various Labour Relations Acts do not encourage union mergers and, because of the complex procedures involved in the recognition of a union's claim to be the "successor" of a certified union by reason of merger, amalgamation, or transfer of jurisdiction,[4] may well even discourage the rationalization of the Canadian construction union structure.

Unfortunately, it is virtually never possible to modify industrial relations completely. Institutional reforms have to take into consideration the existing patterns of relations and contractual obligations. Thus attempts since the late 1960s to introduce special provisions for the construction industry into provincial statutes still leave the industry in the "procrustean bed of the prevailing labour statutes" (Carrothers), though they try to make this position a little more comfortable.

In the main, these changes in provincial law were designed to speed up and ease the certification process, make the conciliation process in dispute situations more flexible, and widen the powers of labour relations boards, especially in relation to jurisdictional (work assignment) disputes. Above all, they introduced statutory accreditation of employer associations, which were given legal protection similar to that of labour's certified bargaining agents. However, behind all this was the expectation that the new legislation would encourage multiparty and multitrade bargaining. In this rather roundabout way it was hoped that the fragmentation of the relations and bargaining process in the construction industry could be mitigated if not completely overcome.[5]

Employer Accreditation

In most of the country the main impetus for introducing employers' accreditation into provincial law came from the Goldenberg-Crispo report of 1968 on construction labour relations, commissioned by the Canadian Construction Association and, in particular, from a component paper of this

3 At its convention in 1974, the Canadian Labour Congress laid down certain rules concerning the autonomy of the Canadian branches of American-based unions that are of special significance to the construction trades unions. Their objections appear less directed against the intentions of these rules (although such objections have been raised as well) than against what they conceive as interference in their internal affairs.

4 A.W.R. Carrothers, "Collective Bargaining Law in Canada" (Toronto: Butterworth, 1965), pp. 262-65.

5 If the legal reforms aimed specifically at the construction industry have hitherto remained restricted to the provinces, this is most likely because, under the interpretation given the British North America Act, federal jurisdiction extends only to a minor degree to the construction industry except for the Northwest Territories and the Yukon, and even there the trend is towards equalization with the status of the provinces.

report by H. W. Arthurs and John H. G. Crispo.[6] The idea of accreditation of employer associations was immediately acclaimed by the CCA and other multitrade associations. It was also accepted in principle by specialized trade associations, but they have not responded equally enthusiastically to its implementation. Accreditation of employer associations has now entered into the statutes of Nova Scotia, New Brunswick, Ontario, Alberta, British Columbia and, most recently, Prince Edward Island and Newfoundland; Manitoba, Saskatchewan, and the federal government are still abstaining; and Quebec is a special case.

The arguments of the chief proponents of accreditation centred on two main points: the lack of clarity that existed in the legal position of employer associations in matters of collective bargaining, and an alleged imbalance of power in the relationship between employers and unions in favour of the latter. They maintained that "labour relations legislation in Canada is predicated on the assumption that countervailing power in employer-employee relations is a desirable public objective."[7] Before the introduction of accreditation, no Canadian statute forbade employers to bargain collectively through employer associations. However, the legislation of several provinces did not make it clear that such an association assumed rights and duties under a collective agreement. Moreover, although provincial statutes did not prevent multiparty or multitrade bargaining, they did nothing to promote it.

In some jurisdictions certification was confined explicitly or implicitly to single-employer bargaining; where it was not, employer associations could not obtain bargaining rights unless the initiative in seeking certification for a multi-employer unit was taken by a union. Even where employer associations did negotiate with unions, the law of some provinces viewed the relationship as one primarily between the union and an individual firm, rather than between the union and the association. This gave individual firms the opportunity to withdraw from the obligations entered into by an association when they felt it to be to their immediate advantage. In short, Canadian law did not generally view employer-association bargaining as a distinct objective to be fostered by provisions promoting its introduction and encouraging its continuation.

In most major industries a limited number of relatively large firms confront only one major union in each of their plants, if not throughout their entire enterprise. In the construction industry, however, a very large number of small contractors often confront one or more building trades unions, tilting the balance of power in favour of the unions. Thus, it was argued, the unions can use so-called "whipsaw" tactics to divide employers and play off one against another. Although this was why employers formed associations to

6 Arthurs and Crispo, "Countervailing Employer Power: Accreditation of Contractor Associations," in *Construction Labour Relations,* ed. Goldenberg and Crispo, pp. 376-415.

7 *Ibid.*, p. 376.

bargain with the unions, they faced three major problems. First, they had trouble maintaining unity in their ranks; the pressure on firms to break ranks can be very great, for example, if they have a great deal of business on hand or work for which a completion deadline is important. Second, nonunion and unionized nonassociation firms would probably continue to work in the event of a strike or lockout. This meant not only a financial disadvantage in relation to nonmember firms, but also provided striking or locked-out workers with the opportunity to work elsewhere. Finally, these two problems were heightened by the legal difficulties that arose when associations tried to control their members, or the collective-bargaining policies of nonmembers, by the use of boycotts or other coercive tactics.[8]

Thus accreditation was not solely intended by its promoters to make an employer association the collective-bargaining agent for its own members. It was also designed to give the association authority to represent all unionized employers within a particular trade, sector, or geographical area, whether or not they were members of the association. Thus an individual firm or group of firms would no longer be allowed to bargain with a union in the area over which an accredited association had jurisdiction. To obtain accreditation, the association would, however, have to demonstrate to the accrediting agency (the Labour Relations Boards or their equivalent) that it was in fact "representative" of the employers for whom it was seeking bargaining rights.

In other words, what the employer associations apparently were unable to achieve by themselves – reconciliation of real or imagined conflicts of interest among the firms they sought to represent and achievement of the necessary internal discipline for effective collective action – was to be obtained by statutory fiat very similar to that inherent in the union certification procedure. This element of coercion has now entered into all the provincial statutes that introduced employer accreditation, except those in British Columbia, where it was held to be either undesirable as a matter of principle or superfluous because the voluntary system was regarded as sufficient.

Aggravated by this element of coercion, the main difficulty in introducing the accreditation of employer associations has not been the concept as such, but rather the criteria to be established to determine their representativeness and jurisdictions. As the following summary of the various provincial statutes will show, this is also the main area in which the various provincial statutes differ from each other.

The Ontario Labour Relations Act – effective, as amended in 1970, in February 1971 – describes an employers' bargaining unit in terms of "all employers of employees for whom the named trade union has bargaining rights."[9] In other words, any unit is restricted to unionized employees – that

8 *Ibid.*, pp. 399-401.

9 J.C. Brown, "Statement at the 1972 Annual Meeting of the Canadian Industrial Relations Research Institute," Ontario Labour Relations Board, June 1972 (mimeo.).

is, employers whose employees are bargained for by the particular union for which the association seeks accreditation. The Ontario Labour Relations Board must then decide the appropriate geographic area over which the trade union named in the application has jurisdiction. In addition, the Board must also decide on the appropriate "sector," defined as a "division" of the construction industry as determined by work characteristics and also in terms of specifically named sectors according to type of construction and product. The Act names seven such sectors: 1/ industrial, commercial, and institutional; 2/ residential; 3/ sewers, tunnels, and watermains; 4/ roads; 5/ heavy engineering; 6/ pipelines; and 7/ electrical power systems. Having established the appropriate unit, the Board must then satisfy itself that the applying employers' association is actually representative. The association must give proof of a "double majority"; that is, it must represent the majority of the firms, and these firms must employ a majority of the employees in the unit. Once the Board has accredited an employers' association as a proper bargaining unit, this body then becomes the exclusive bargaining agent for all unionized employers in the unit, regardless of whether they are members of the association or not.

The New Brunswick Industrial Relations Act of 1971 closely resembles that of Ontario in that the Board shall determine "the unit of employers that is appropriate for collective bargaining in a particular geographic area and sector," the latter being defined by work characteristics and the sectors specifically named. Representativeness is again based upon the double majority requirement. It seems, however, that the new Brunswick Labour Relations Board has somewhat more leeway in determining the employers' bargaining unit than the Ontario Board, in that it need not confine the unit to one geographic area or sector and may, if it considers it advisable, combine areas or sectors, or parts thereof.[10] While both the Ontario and New Brunswick Acts seek to prevent individual bargaining, they contain an "escape" or "saving" clause (discussed below) that somewhat counteracts this intention.

The Nova Scotia Trade Union Act, passed in October 1972, established more flexible rules for the determination of the employers' bargaining unit than either the Ontario or New Brunswick Acts; it neither names specific sectors nor lays down the same stringent requirements for a double majority. To be accredited, an employers' association must either represent a majority of unionized employers in the unit or not less than 35 per cent of the

10 A unique approach to on-site labour relations for major long-term projects has been provided by a 1972 amendment to the New Brunswick Industrial Relations Act by the creation of the Lorneville Area (thermal power) Project's Bargaining Authority. This Authority, in which membership is compulsory, not only represents employers and employer associations but also the owners, and has sole bargaining rights for the Project. All contractors and subcontractors must be unionized and must, for work on the site, give exclusive recognition to a trade union or council of trade unions in the recognized building trades for the duration of the contract. *Labour Gazette*, August 1973, p. 542.

unionized employers in the unit, who in turn employ a majority of the employees in the designated area and sector. It also leaves to the discretion of a specially established Construction Panel the designation of geographic jurisdiction, which may encompass the whole or parts of the province. Here, too, the employer organization, once accredited, becomes the sole collective-bargaining agent for all employers whose employees are unionized by the same union in the area or sector. Agreements between a union and individual employers in the bargaining unit to provide workers during a legal strike or lockout are prohibited. The Newfoundland and Prince Edward Island Acts of 1973 are very similar to the Nova Scotia Act.

The somewhat older Alberta Labour Act of 1970, as amended in 1971, speaks of registration rather than accreditation, but the meaning is the same as in all other jurisdictions where this concept was introduced. It provides that, where an organization of employers engaged in the construction industry represents the majority of employers in a territory in which a trade union or council of trade unions has established the right of collective bargaining, the employer organization may apply to the Board of Industrial Relations to be registered as the bargaining agent on behalf of all such employers. Here, therefore, the majority of firms, rather than a double majority, is sufficient. The Board has considerable discretion because, before disposing of an application for registration, it may "determine the work relating to the *trade jurisdiction* described in the application as in whole or part being part of the construction industry" and may "approve, alter or amend the territory or trade jurisdiction" as well as "determine what employers come within or should be excluded from the trade jurisdiction described in the application." Once established, however, the registered association becomes the sole bargaining agent and no individual firm, whether a member or not, can bargain on its own behalf. However, a registered employers' organization may assign its bargaining rights to another employer group. The ban on individual bargaining is somewhat mitigated in the Alberta legislation by the provision that, where a strike or lockout is in effect, a contractor is free to enter a collective agreement sixty days after commencement of the dispute until the registered association successfully concludes a collective agreement.

The earliest of the accreditation provisions contained in the British Columbia Labour Relations Act of 1969, amended in 1972, are based on the voluntary adherence of members to an employer association. The bargaining unit established under the Act encompasses only member firms, and bargains only on behalf of employers named in the accreditation. However, the Board is free to add to or delete employers named in the application, but both the members of the association and those added by the Board must signify their agreement to the accreditation of the applicant organization as their bargaining agent. Moreover, under certain conditions established by the Board, an employer has the right to withdraw during the fourth and fifth

month immediately following the execution of a collective agreement by applying to the Board for deletion of his name from the accreditation.[11]

Also, as indicated earlier, neither Manitoba nor Saskatchewan has yet found it necessary to make special provisions in their labour relations statutes for the construction industry; nor have these provinces hitherto accepted the concept of accreditation as either desirable or necessary. In this respect they have followed the recommendations of the Bain Report of 1971 to the Manitoba government.[12] This Report argued that the basic assumptions of the promoters of employer accreditation are questionable – that is, that the very nature of the construction industry makes it difficult to form effective employer organizations and that, as a result, there is a power imbalance in favour of the unions and thus instability in the industry. The Report cited other industries in the United States and Canada (clothing, printing, dairies, bakeries) where, as in the construction industry, a large number of small employers confront powerful unions but effective employer organizations have been formed. This is also the case in the construction industry in Manitoba. Clearly, accreditation is not universally required to produce such organizations. Moreover, the Manitoba report argued further, there is no evidence of a general power imbalance in favour of the unions in the construction industry. However, even if there were, power balances are not static and may change. This raises the question of whether, under such circumstances, new legislation would have to be introduced to restore a balance of power. In any case, in Manitoba there seems to be no indication that the assumptions underlying the alleged need for employer accreditation have any base in reality.[13]

Except in British Columbia, all the provincial statutes dealing with employer accreditation are of such recent origin that it would be premature to predict whether or not they will be successful in overcoming the fragmentation in the industrial relations process and, more particularly, in

11 The new 1973 Labour Code of British Columbia does not touch on the accreditation system prevailing in that province.

12 Bain, "Industrial Relations and the Manitoba Construction Industry."

13 It is possible that one of the contributing factors to Manitoba's attitude that employers' accreditation is unnecessary is the system of construction wage boards under the Manitoba Construction Wages Act introduced in the early 1960s. At present there are three such boards with labour-management representation, one for the Greater Winnipeg area, one for rural building construction, and one covering the whole province for heavy construction. After holding public hearings, these boards must report at least once a year to the Minister of Labour, recommending rates of wages and maximum working hours and other directly related matters. Upon acceptance by the Minister these recommendations thus become regulations with the force of public law. This is the closest any province has come to the "extension of contract" system that existed in Quebec until the introduction of the Construction Industry Labour Relations Act of 1968. However, the Manitoba Act has for some time been criticized by the unions and is at present (1974) under review. (See also Gérard Hébert, "Labour Standards Legislation" in *Construction Labour Relations*, ed. Goldenberg and Crispo, pp. 244-48.) Similar in intent are the wage schedules established under the Industrial Standards Acts of New Brunswick, Nova Scotia, Ontario, and Saskatchewan which, however, have lost much of their original importance.

collective bargaining in the construction industry. Clearly, the Ontario statute established far too rigorous requirements for employer associations to qualify as bargaining agents; the inherent contradiction in the definition of what constitutes a "sector" and what decides "work characteristics" has produced thorny problems for the Ontario Labour Relations Board in reconciling the conflicts of interests between employer organizations.[14] Furthermore, though the Ontario Act bars individual contractors from making oral or written "side tie-in" or "sweetheart" deals with any union once they are covered by an accredited unit, the purpose of this provision is somewhat negated in that an employer represented by an accredited employers' organization is permitted to continue his operations during a strike or lockout involving employers represented by such an organization.[15] This "saving" clause is also in the New Brunswick legislation, but not in the other provincial laws.

However, the Ontario legislation had to take into account the complex nature of its industry, which includes a large number of firms providing a great variety of specialized skills. This may in itself be an explanation for a lack of tradition in multiparty, and above all multitrade, bargaining. In contrast, the simpler structure of the industry in smaller provinces allowed for more flexible legislation, based on an already more established tradition of collective relationships between employer organizations and unions.

Generally, unions seem to have accepted the concept of accrediting employer associations without too much overt opposition. Various reasons have been offered for this, such as that unions are aware of their "bad public image" and have begun to think more in terms of broader industrywide interests. However, their acceptance of accreditation for employer associations may also signify that they are ready to desist from their criticized "whipsaw" tactics, if their aims can be achieved by other means. It is, after all, the business of the unions to obtain for their members the best possible wages and working conditions. The selection for "attack" of those firms that have the most business and are financially most able to provide such conditions is, therefore, quite legitimate in their eyes. They obviously do not want wages and working conditions determined by the less efficient, less productive, and financially less stable firms. If, under the accreditation legislation, such firms are coerced to accept the results obtained by the employers' association, there is no reason for the unions to oppose accreditation.

The statutory accreditation of employer associations may well, at some stage, lead to a union demand for the right to represent all employees in a particular geographic area, sector, or trade, whether they are union members

14 Brown, "Statement," p. 36.

15 John Crispo, "Ontario's Bill 167: Reform of the Status Quo," in *Relations industrielles* 26, no. 4 (1971): 861; and Joseph B. Rose, "Accreditation and the Construction Industry: Five Approaches to Countervailing Employer Power," *ibid.* 28, no. 3 (1973): 565 ff.

or not. In fact, the authors of the accreditation concept saw merit in a system whereby all firms in a certified area, unionized or not, would be required to bargain with a union; this would lead to "a more logical legal framework for the conduct of labour-management relations in the industry."[16]

The Quebec "Decree System"[17]

While all the other provinces still try to come to grips with the problem of promoting multiparty-multitrade bargaining through various forms of legislative action, Quebec has dealt with this issue quite differently. As early as 1934, the Collective Agreements Extension Act was passed, for voluntary use by construction labour and management. The Construction Industry Labour Relations Act of 1968 (usually referred to as Bill 290) made industrywide bargaining on a provincial or regional basis compulsory.

Under this system of the legal "extension of contract" (a concept of European origin), which prevailed basically unchanged for over three decades, the parties to a collective agreement could obtain from the government a decree that made an agreement wholly or partially binding on all employers and employees in a given area and/or sector of the industry. The application and supervision of the decree was then entrusted to joint labour-management committees on which the parties to the agreement were represented in equal numbers. These committees were financed by the workers through a levy on earnings and by the employers through a levy on the payroll. Until 1969 the committees also had the responsibility of establishing and controlling trade qualifications of construction labour, including apprentices through an apprenticeship commission.

Thus, long before the introduction of Bill 290, there existed in Quebec only fifteen regional multitrade agreements. Through the decree procedure, these had become binding on all the employers and workers (at least in the general trades) in a given area regardless of whether they had all been parties to the original agreement or not. Some decrees also had separate sections for special trades; plumbers and electricians, for example, bargained separately, and several provincewide decrees were based on agreements applicable to electric power line, elevator, and structural steel construction. Thus, even here, there was a tendency for some of the highly specialized trades to go their own way by obtaining separate decrees.

Despite this system – which seemed to reduce the fragmentation of the bargaining process prevalent in most other parts of Canada – Quebec, especially after 1960, was neither spared the intertrade, interregional, and interunion rivalries nor the high incidence of industrial conflict characteristic of construction labour relations in Canada as a whole. The 1968 Act may

16 Arthurs and Crispo, "Countervailing Employer Power," p. 411.

17 For a more detailed description and assessment of the Quebec decree system, see Gérard Hébert, "Industrial Relations in the Quebec Construction Industry," a background paper for the Economic Council of Canada.

therefore be seen as an attempt to reduce or even eliminate such conflicts by converting the previous voluntary regime of extension of contract into a mandatory, industrywide, and highly centralized system to encompass all trades on a regional or even provincial basis.

To achieve this, the 1968 Act sought to deal with two perennial labour problems: union security, and union recognition under conditions of union pluralism. Under the previous system of contract extension, union security had become a problem because workers saw little direct advantage in union membership if the benefits of collective bargaining became available to them by government decree. Previous attempts to deal with this issue by introducing a kind of "agency fee" (to be used for apprenticeship training) having failed, the 1968 Act cut the Gordian Knot by making union membership compulsory, thus adding another unique feature to Quebec construction labour relations.

The 1968 Act undertook an equally radical step to deal with the question of recognition under conditions of union pluralism; this move was further complicated by the uneven geographic and trade distribution of the membership between the rival union bodies. Although, in Quebec construction, voluntary recognition had been the rule and certification the exception, certain unions, mainly in the mechanical trades, began to demand legal certification; they seemed to regard certification as an instrument to dislodge their voluntarily recognized rivals. Thus the new Act did away with the concept of certification altogether and replaced it with another European concept, the notion of the "representative organization." In addition, and to encourage the greatest possible degree of bargaining centralization, the construction unions were not to be recognized as such; recognition was given only to the two central provincewide general trade union bodies–the Quebec Federation of Labour (QFL) for the international craft locals, and the Confederation of National Trade Unions (CNTU) for its affiliated construction locals.

Certification having been eliminated for unions, there seemed to be little need to introduce accreditation as its equivalent for employers. The Act simply recognized five employer associations representing the main sectors of the industry: 1/ industrial and commercial, 2/ residential, 3/ road-building and engineering, and – because of their well-known attitudes and their long-recognized legal status as corporations – 4/ the master electricians and 5/ the mechanical contractors.

Bill 290 was only a further and almost logical development of the previous "extension of contract" system, under which the resulting decree was binding but the contracts themselves were negotiated voluntarily. Under the new Act the decree and the bargaining process both became compulsory. It was not long, however, before it became obvious that the Act had far from solved the problem of construction labour relations in Quebec.

One of the difficulties that arose concerned the definition of the sectors and the types of enterprises to which the contracts were applicable. In

addition, the regional joint committees, whose task it had been to police the decrees, were abolished in 1971, and one provincewide central body – the Construction Industry Committee (CIC) – was created as a result of amendments to the Act. The CIC has six labour representatives (three each from the QFL and the CNTU) and six employer representatives, with a president chosen by the unanimous consent of both parties or, failing such consent, designated by the Lieutenant-Governor-in-Council.

The inherent weaknesses of such a regime were revealed in the widespread conflicts of 1969, 1970 and, to some extent, 1973, which led to further basic changes in the new legislation. Bill 290 had attempted to reconcile the notion of representativeness with the principle of freedom of association. To safeguard such freedom, the Act prescribed that workers had the right to belong to an association of their choice and that they were free to change their allegiance between the 140th and 180th day before expiry of the decree. Thus union rivalry changed battlefronts but not its basic character, and violence and obvious attempts at coercion and bribery ensued.

Moreover, the law also prescribed that any new organization, to be recognized as representative, had to prove that in any given region (and/or trade) it had the allegiance of a minimum of 20 per cent of the potential membership in its jurisdiction. The unrealistic character of this provision was evident when construction groups split from the CNTU to adhere to a new body, the Centre of Democratic Trade Unions, formed in the wake of the public service "general strike" of the so-called Common Front in 1972. Divisions among employers – less obvious but based on the conflicts of interest typical for the construction industry generally – came to the fore when the Montreal Construction Association (responsible for by far the largest output in the province) demanded to be recognized as representative, contrary to the principle of sectoral and provincewide representation.

The effects of both union and employers' rivalries revealed a further fundamental weakness of the system established by Bill 290. Resting on the principle that all negotiations had to be joint and simultaneous, it gave each of the parties in the negotiations a right of veto over the others. In other words, nonparticipation of any one of the recognized parties made any agreement reached in their absence invalid for the purpose of a decree. Such a situation arose in 1972-73 when the CNTU and one of the employer groups, though for different reasons, refused their participation, leaving the QFL unions to reach an agreement of their own with four of the five employer associations.

The dilemma faced by the government was to accept a *fait accompli* or to provoke a disastrous conflict in the industry. It tried to solve this dilemma by passing a new Law 9, which reinstituted the majority principle of the old certification procedure but on a wider and different basis. Agreements reached between organizations totaling 50 per cent or more of the membership on each side of the bargaining table were now to be the basis for the decree and, in this way, become binding on the whole industry. The

voting procedures in the Construction Industry Commission were changed to correspond to this new majority principle, which on a provincewide basis is of marked advantage to the QFL unions. The Minister of Labour was given powers to protect a minority organization against a clause in an agreement that would discriminate against such an organization, but this provision was of minor importance compared with the dropping of a fundamental principle of Bill 290 – that a contract could only become a decree by way of joint negotiations and the unanimous consent of all representative organizations. Whether, in the longer run, this will jeopardize the whole process of centralized multitrade bargaining in Quebec, or set in train other institutional changes, remains to be seen.[18]

18 Renewed turbulence in 1974, following attempts by the QFL construction unions to reopen the contract/decree in force to obtain cost-of-living clauses, prompted the Quebec government to provide the Minister of Labour with special powers to amend the decree without prior consent of the contracting parties, thus placing the industry totally under the control of the government. Further, given the revelations of power abuse and corruption involving some of the QFL construction union leadership, it is doubtful that this can be regarded as more than an interim step towards more fundamental changes in the Quebec decree system insofar as it applies to the construction industry.

4 Advantages and Disadvantages of Centralized Industrial Relations

Although the concept of statutory accreditation of employer associations, now introduced in most provinces, tries to avoid the rigidities and overall compulsory aspects of the Quebec decree system, it too aims at centralization of bargaining. Yet the considerable difficulties and uncertainties in the practical application of what at first glance seemed a rather simple proposition demonstrate that centralization of collective bargaining in the construction industry – the avowed aim of accreditation – creates its own set of problems.

Centralization of collective bargaining has undoubted advantages from an industrial relations point of view. It implies an upward shift in decision-making powers away from the purely local, parochial, and special trade interests towards a much broader industry approach. The emergence of strong and well-financed multitrade management bodies can have many beneficial effects. In an industry with many small firms, such organizations can offer them services that may complement their trade and occupational competence with badly needed managerial skills in industrial relations. Above all, unions confronted with such management organizations may well be forced to form similar multitrade bodies. The developing organization-to-organization relationships may lead to the establishment of joint bodies permitting, if not continuous negotiations, at least a continuous dialogue on the basis of mutually acceptable tenets. Thus certain areas of friction and distrust could be removed from the explosive atmosphere of periodical discontinuous bargaining. Problems of the industry could then be seen in the wider context of intertrade, intersector, interregional, and overall economic relationships.

Centralization of industrial relations can also be beneficial in dealing with exaggerated wage differentials, not justified by the skill content of the work to be performed; in setting standards for apprenticeship and other training; and in equalizing working conditions and fringe benefits. For example, the institution of a provincewide multitrade pension plan for construction workers in Quebec under the administration of the Quebec Plan is related to the centralization of bargaining in that province as one of its more beneficial consequences.

Furthermore, there are certain phenomena that, while possibly restricted to certain localities, cry out for greater self-policing by both management and labour. For example, the Ontario and Quebec governments were compelled to resort to a judicial inquiry into the infiltration of the construction industry by criminal or corrupt elements. Obviously this type of situation is not necessarily restricted to construction, but certain aspects of that industry make it particularly vulnerable. The structural weaknesses of both management and labour organizations may well provide openings for such elements. Those who suffer most are the honest employers, who fulfil their contractual obligations towards their workers and are therefore at a competitive disadvantage, and both organized and unorganized workers whose avenues for redress are blocked by ignorance or fear, or both. As in other spheres of law enforcement, the co-operation of those exposed to the machinations of criminal or plainly dishonest elements is necessary. It cannot be left to the individual firm alone. More centralized bodies with greater influence and disciplinary power over their constituents, as implied by centralization of the industrial relations process, could thus greatly contribute in this and other matters to improve what the Goldenberg-Crispo Report calls the "self-correcting mechanisms" of the industry.

However, against these advantages must also be cited certain disadvantages. One underlying assumption in favouring centralization of bargaining has been that it "would presumably serve the public interest by reducing the likelihood of economic conflict through the sobering effect of centralized power."[1] There is no evidence of a causal relationship between levels of bargaining and the incidence of industrial conflict. The two *strike-lockouts* in British Columbia in 1970 and 1972, and the incidence of conflict in the Quebec construction industry under conditions of centralization, do not instil confidence that "the sobering effect of centralized power" is always present. In fact, as experience has shown in Canada and abroad, centralization of bargaining may well imply a broadening of possible conflict as more groups are involved in each conflict. Management and labour across the country express the fear that different interests in decision-making for all or large parts of the industry – which, for reasons of their own, are less interested in peaceful settlement – may well exacerbate and prolong possible conflict. In any case, bargaining levels and other institutional aspects of bargaining systems are not the only, or even most decisive, factors determining whether bargaining is accompanied by work stoppages.

Despite widely different bargaining systems, 1973 – a heavy bargaining year in both Ontario and Quebec – was relatively free of open conflict in the two provinces. The general economic, social, and political climate prevailing at any given time, the interorganizational and personal rivalries, the accumulation of grievances over time, and many other factors may be at least

1 Arthurs and Crispo, "Countervailing Employer Power," p. 412.

as important. While the issues involved in industry disputes may be well established, their underlying causes are by no means as clear-cut.

However, even if "the sobering effect of centralized power" were effective in suppressing open conflict, the dissatisfaction of the labour force in individual firms could take many forms, such as absenteeism, shoddy work, and even sabotage, all of which are at least as damaging as open conflict, without its often cathartic effect. Employers may harass their workers or use other subtle forms of "unfair labour practices." In fact, recent experience in other countries has shown that, when the decision-making process is too far removed from the work level and when too heavy emphasis is placed on the maintenance of "industrial peace" by centralized power, resentment of the bureaucratization of decision-making and the accumulation of dissatisfaction and frustration at work lead to the most undesirable form of industrial conflict – the "wildcat" strike.[2]

Other effects of centralized bargaining are no less important in the long run. For example, in Quebec, centralization and provincialization by decree appear to have resulted in the progressive application of "wage parity" within trades and between regions, with consequent distortions of local markets.[3] Moreover,

> against the advantages of peacefully negotiated and more elaborate collective agreements must be weighted the financial costs of consensus. Especially where there is no competition from nonunion, nonassociation firms both parties might be tempted to permit labour costs to drift upwards, almost without restraint.[4]

Such cost pressures would be particularly easily shifted on to the consumer in an industry in which much of the demand for its output is price-inelastic. It can thus be argued that institutional and legal changes designed to deal with industrial relations could become quite damaging, especially during boom periods, unless complemented by stabilization efforts.

The proponents of the accreditation concept were also aware of other dangers. They pointed out, for example,

> . . . the real danger that accreditation might lead to collusion measures in restraint of trade both among contractors and between accredited associations and organized labour. Competition is often so intense in the construction industry that the temptation to relieve the pressure by illegal means is ever-present. Evidence already exists to show how some contractors have used their associations (even in the absence of accreditation) to reduce competition. Often this requires the collaboration of organized labour.[5]

They therefore suggested that, to minimize this danger, the industry should be open to all qualified entrants through specific statutory provisions, and that the industry should be subjected to the "vigilant scrutiny" of the Combines Investigation Branch.

2 Guy Spitaels, ed., *Les conflits sociaux en Europe* (Verviers: Gérard, 1971).
3 Hébert, "Labour Relations in the Quebec Construction Industry."
4 Arthurs and Crispo, *"Countervailing Employer Power,"* p. 413.
5 *Ibid.*

The question of "freedom of entry" is discussed later in connection with the problem of enforcing labour standards legislation and that of union security. The argument here emphasizes the pressures of competition as a cause of collusion. However, if the relationship between general, sub-, and sub-subcontractors is in fact one of a quasi–employer-employee relationship, then competition is a major factor primarily within the same skill or trade range. Precisely because of such competition among workmen – which led to the establishment of trade unions – the first Canadian trade union legislation (1872) declared that the purposes of a trade union are not unlawful merely because they are in restraint of trade; later legislation liberalized the doctrine of criminal conspiracy.[6]

If accreditation is held to increase the incidence of collusive measures, its statutory introduction may have to be accompanied by a careful look at whether the present restraint-of-trade legislation is applicable to the quasi–employer-employee relationship among contractors. A purely legalistic approach that equates every violation of the law with moral turpitude, without considering whether the law fits the crime, can hardly be helpful in dealing with the underlying causes of such violations and the problems faced by the industry. However, the intensity of competition is just another sign of the insecurity that permeates the industry. Collusion, however unattractive, whether with or without the collaboration of organized labour, is a kind of protective reaction. Thus legal reform as such can only be of limited value unless the industry is assured greater stability.

6 Woods, *Canadian Industrial Relations*, p. 17.

5 The Pattern of Collective Bargaining

Recent changes in provincial Labour Relations Acts have not greatly affected the geographical jurisdiction of labour relations agreements. As mentioned earlier, provincewide and regional agreements have been traditional in Quebec under "extension of contract" for several decades. In British Columbia provincewide agreements were highly developed by 1968, and in the Prairie Provinces regional and provincial agreements have been typical for some time, partly because of the dominance of one or two metropolitan centres. In the Atlantic Provinces the traditional system of bargaining for metropolitan areas has largely been maintained, but recently there have also been specific site agreements for longer-term projects, especially in hydroelectric construction. On the other hand, in Ontario only 13 of 275 agreements listed in the Agreement Survey (1972) of the Canadian Construction Association[1] were provincewide; metropolitan-area and especially local agreements are still the rule. The small number of Canada-wide agreements, some with subsections for individual provinces, apply mainly to heavy, tunnel, and pipeline construction.[2]

Single- and Multitrade Bargaining

If in fact the promoters of the employer accreditation concept intended to encourage not only multi-employer but also multitrade bargaining in the construction industry,[3] there is little evidence that accreditation has helped spread this pattern of bargaining beyond the relatively rare instances in which it had been established before the recent changes in the various Labour Relations Acts. Indeed, in Ontario, if any trend can be discerned at all, it is in the direction of provincewide single-trade bargaining. A significant exception may be the growing trend towards multitrade bargaining for specific large-scale site agreements.

Despite some undeniable advantages of multitrade bargaining – such as the elimination of the need for "whipsaw" tactics on the part of the unions, the

1 Construction Collective Agreement Survey Services, *Summaries* (Ottawa: Canadian Construction Association, 1972).

2 Gordon W. Bertram, "The Structure and Performance of Collective Bargaining Systems," in *Construction Labour Relations,* ed. Goldenberg and Crispo, p. 419.

3 Arthurs and Crispo, "Countervailing Employer Power," p. 410.

reduction in the incidence of jurisdictional disputes, the possibility for greater intertrade and intratrade mobility of the labour force – there still appears to be a great deal of reluctance on the part of both contractors and unions to accept this bargaining pattern as a rule rather than an exception. The reasons for this reluctance are both objective and subjective.

The structure of the industry seems to be one of the main stumbling blocks. Multitrade bargaining presupposes a clearly defined community of interests for employers on the one hand and unions on the other – two conditions that are difficult to establish in the construction industry. The conflict of interest between the general contractor, the subcontractor, and sometimes sub-subcontractor is frequently far greater than anything they might have in common as employers. Increasing specialization in subtrades tends to sharpen this conflict. The wide disparities in managerial skills, capitalization, productivity, and profitability, and the existence of contractual obligations, also made it difficult for contractor associations to establish a community of interest within a given trade; this difficulty is even greater when different types of contractors are involved. Typically, the usually well-established mechanical and electrical contractor organizations are inclined to hold themselves aloof from the large mass of general contractors.

The situation is similar, though not identical, in the unions, even where their individual trade jurisdiction may be fairly broad. Union officials often cite the lack of employment security as a reason for opposition to multitrade bargaining, and each union tries to defend its members against the encroachment of other unions. There is also something of an established pecking order, in that the skilled and licensed trades look down on the so-called basic trades and are reluctant to get involved with the general contractor and his work force. Even more important may be the power relations within and between the unions. As mentioned earlier, most Canadian construction trades unions are rather loosely structured agglomerations of quasi-independent union locals. Multitrade bargaining is feared because it might lead to the loss of independence of the local union and, above all, the local union officer, even where the local union and officer within a given area would be directly involved in the bargaining process. The question still arises whether all the elements at any given time could sufficiently reconcile their interests to produce an agreement acceptable to all. For example, should the individual unions refuse acceptance in situations where the burden of a conflict would fall unevenly on the membership, or where the policies of the parent unions would clash for reasons not necessarily related to the issues at the local level?

Voices have therefore been asking "whether anything less than compulsory provincewide multitrade bargaining will solve the chaos that is construction labour relations."[4] Quite apart from the question of acceptability of such a

4 Crispo, "Ontario's Bill 167."

system in parts of Canada where it would run counter to all traditions in industrial relations, it raises issues similar to those raised in Quebec; that is, it easily leads to direct intervention by government in the bargaining process with the concomitant of its politicization, and it leaves little or no freedom of choice to the parties and individuals and, in fact, discourages real negotiations.[5]

Under these circumstances, the question is also asked whether, at least in situations where the public interest is clearly involved (for example, where resistance of one particular group of employers or unions, or both, to a settlement would produce a conflict affecting vital parts of the industry as well as its clients), labour relations boards should have discretionary powers to order multitrade bargaining. Given what has been said earlier about employer and union attitudes to multitrade bargaining, it is not surprising that neither employers nor union officials show enthusiasm for such legislation. They feel that, in Quebec, multitrade and joint bargaining have exacerbated rather than mitigated bargaining difficulties. They also point out that, while the law could force the parties into negotiations, it cannot force them to agree; thus the ensuing conflict could lead to demands for compulsory arbitration – a solution equally odious to management and labour and destructive of the bargaining process. However, some admit that the very threat of such powers being embodied in a labour relations board might induce the parties to avoid situations where the board would have to use them.

On the whole, it is more likely that the experience of multitrade site bargaining for specific projects could contribute to a more general acceptance on a voluntary basis, or that it would become more acceptable if the bargaining for the "basic trades" were separate from that for the more specialized trades. Moreover, there are regional differences in bargaining patterns, and the problems to be solved by multitrade bargaining are greater in Ontario than in other provinces.

The most significant development towards multitrade bargaining is the quasi-simultaneous bargaining round that occurs when a majority of individual agreements have a common expiry date. As Table A-2 shows, the preference is now clearly for contracts running 18 to 24 months. In fact, in Ontario and Alberta there is a growing preference for the two-year or even three-year contract. The large majority of contracts observed in Table A-3 expired on April 30, 1973; this was undoubtedly because of the large number of longer-term Ontario contracts. The simultaneously expiring contracts covered about 73,000 workers, so a breakdown in negotiations would have led to almost total paralysis of the Ontario construction industry. This resulted in an institutional innovation of possibly long-range significance.

The Ontario government, acting on the suggestion of management and unions, created a Construction Industry Review Panel, with equal represen-

5 Hébert, "Labour Relations in the Quebec Construction Industry."

tation from management and unions. This new body operates under a neutral chairman and a co-ordinator acceptable to both sides. Its short-term goal was to smooth "the way for the bargaining round of 1973"; its long-term aim was to find "a solution for levelling out the peaks and valleys of construction which both labour and management recognize as one of the prime problems facing the industry."[6] The Panel was not directly involved in the 1973 Ontario negotiation round; how much its existence has since contributed to a better climate for negotiation is a question that even the Panel itself hesitates to answer as yet.

Many others factors may have contributed, in that particular year, to greater moderation and more responsible behaviour on both sides: awareness of the strong criticism against the inflationary wage settlements in previous years; pressures from a more cost-conscious clientele, itself under pressure to hold the price line; and fears among both unionized contractors and organized workers of the so-called nonunion movement entering Ontario from the United States, among others. In any event, 1973 was a relatively quiet year in construction labour relations across the country. Of the 343,000 man-days lost between January 1 and August 31 in all of Canada, 33 per cent were because of the elevator construction conflict alone, and this in the first three months of the year.[7]

Collective Agreements

To ascertain whether, and in what way, the external and internal destabilizing factors characteristic of construction are reflected in the typical construction collective agreement, an analysis of 485 agreements was undertaken.[8] The aim was to determine which provisions in the agreements pertain to this issue, whether there are any regional differences in their frequency, and how far the various trades follow different bargaining policies. The results of these tabulations appear in Appendix A; and examples illustrating these provisions, in Appendix B.

These 485 agreements come from all parts of Canada except Quebec, where the unitary character of the agreements embodied in the decree makes

6 "Task," *News from the Ontario Ministry of Labour* 7, no. 2 (1972): 4.

7 According to estimates by Labour Canada, total time loss because of work stoppages in the construction industry for the period January 1 to October 30, 1973, was 435,000 man-days. Preliminary estimates for the same period in 1974 showed an unprecedented time loss of nearly 2,400,000 man-days, mainly because of conflicts in British Columbia, Saskatchewan, and the illegal walk-out of about 95,000 workers in Quebec. In contrast, construction work stoppages in Ontario appear to have been minimal.

8 The analysis was carried out with the assistance of the Collective Agreements Analysis Section of Labour Canada and the Research Section of the Ontario Department of Labour during the early part of 1973, on the basis of agreements then in force and of those deposited with the two departments.

comparison with agreements in the rest of the country meaningless in numerical terms.[9]

Table A-1 shows that slightly more than half of these agreements originated in Ontario; the next largest group, in the Prairie Provinces, followed by those in British Columbia and the Atlantic Provinces. Not all the agreements in force during the observation period could be fully analysed, but the 485 almost equaled the number listed in the survey of "pattern-setting" agreements published by the Canadian Construction Association (which, however, is only concerned with monetary clauses). While the different patterns in the geographic coverage may somewhat distort the picture, the selection generally reflects the relative distribution of the unionized construction labour force over the various provinces. Moreover, as illustrated in Table A-2, virtually all unions are represented.

Job protection is the main concern of the specific clauses in tne contracts that can be linked to external and internal destabilizing factors affecting the industry. Employment insecurity in the primary and secondary sedentary industries is eased by various job security provisions such as seniority and rules about layoffs and dismissals, advance warning, and separation pay. Most of these provisions are not applicable in the construction industry, as they presuppose a relatively permanent employment relationship. They are replaced in construction agreements by provisions of similar intent but of different nature and can therefore be regarded as substitutes for the job security clauses in other industrial contracts.

There is little doubt that these provisions to foster job security can be interpreted as restrictive. However, a distinction has to be made between restrictiveness of provisions aimed at some semblance of job security and restrictive practices in the production process. It is commonly assumed that construction trades unions insist on contract provisions prescribing a specific number of men to be used on specific jobs not for safety reasons but, in reality, as a means of featherbedding. This is not borne out by the contract survey. About 85 per cent of all agreements contain no provisions that could be interpreted in that way. Only in Nova Scotia and British Columbia are clauses dealing with the number of men per job to be found in the majority of contracts. Provisions for a specific number of men to be used at a certain job are indeed found in the majority of electricians' contracts, in slightly less than half of bricklayers' and stonemasons' contracts, and in about one-third of operating engineers' contracts. In all of these, the question of safety plays a major role. Such provisions are nonexistent in plumbers', pipe welders' and painters' contracts (Table A-4).

Another popular myth was contradicted by the survey. The majority of contracts (74 per cent) contain no provisions about the use of tools. Less

9 Because of the fusion of collective bargaining and labour standards legislation, which is characteristic of the Quebec decree system, many issues covered in Appendix B are not bargaining issues in Quebec, either because the law so states or because they are no longer necessary.

than 2 per cent of the contracts have restrictions on the use of specific tools; in the rest, no restrictions are placed on the use of proper equipment. Specific tools are prescribed only in a few cases concerning operating engineers and electricians; in all other trades, contracts either contain no provisions or place no restrictions on the use of proper tools or equipment (Table A-5).

Also virtually absent are provisions that could be interpreted as union opposition to technological change. Almost half the agreements contain no reference to technological change, while the rest specifically treat the introduction of new technology as a management right (Table A-6). Such management-right provisions are especially numerous in Ontario, Alberta, and Nova Scotia, where they are found in the majority of contracts. In all these matters there are few differences in contract policies between the various trades.

While complaints about restrictive practices at construction sites are too numerous to be ignored, they cannot be regarded as union contract policies. Indeed, as even the management spokesmen indicated, such complaints are more likely the result of bad management or bad relations at the construction site or a response to infractions of labour standards (in particular, safety regulations) than of contract clauses.

Even though contracting-out is often cited as one of the more contentious issues in construction labour relations, a relatively large number of agreements (about one-third) contain no contracting-out provisions. For the rest, certain preference is shown for formulas by which subcontractors must abide by the terms of the primary agreement or, in a smaller number of cases, for formulas that insist that union labour must be employed. There is, however, some variety in other contracting-out formulas, which are tabulated in the analysis under the heading "others." This may require, to be "fair" to the union that negotiated the agreement or requirements, that the subcontractor sign an agreement with the same union local. In this instance, the difference in contract policies between different trades appears somewhat more pronounced. Carpenters, operating engineers, labourers, bricklayers, stonemasons, and painters show greater inclination to demand the inclusion of contracting-out provisions than plumbers, pipefitters, or sheet-metal workers (Table A-7). The fairly high incidence of contracting-out provisions indicates that the picture changes when it comes to those contract clauses that try to deal more directly with the question of job security for union members, which, however, is also closely related to union security.

The closed shop is the exclusive formula in Newfoundland, New Brunswick, Manitoba, Alberta, British Columbia, and, with only minor exceptions, in Nova Scotia and Ontario (Table A-8).[10] In all the provinces except Quebec,

10 Under the closed-shop formula the employer obligates himself to hire and retain in his employ only members of the union with which the agreement is being reached. However, it has become customary to state that if the union is unable to provide workers from its own ranks, the employer is free to hire employees of his own choice, on condition that these employees become union members within a stipulated period or that they will be replaced by union members when such become available.

over 80 per cent of the agreements provide for a closed shop, and a further 8 per cent for a union shop.[11] However, in practice, there is little distinction between these two job-security/union-security formulas. Only in Saskatchewan is the modified union shop prevalent.[12]

Closely related to the closed-shop and union-shop formulas is the hiring hall.[13] Provisions for the recruitment of construction labour through union hiring halls are contained in about 74 per cent of all agreements. Another 13 per cent foresee a modified hiring hall. This usually means that a certain percentage of employees must be hired through the union or that employers may directly recall persons who had worked for them during a previous specified period, while others must be hired through the union as long as the union can supply them. Only the remaining 13 per cent have no such provisions; the majority of these are in Ontario but, even there, they make out only about 20 per cent of the agreements (Table A-9).

Provisions for preferential hiring were found in only 13 per cent of the contracts, and in most instances these were in addition to hiring-hall clauses (Table A-10).[14] This added assurance is far more frequently found in the British Columbia agreements than in those of Ontario.

There is little distinction between the union-security and the hiring-hall policies of the various trades. The closed shop, which is relatively rare in most other industries, is by far preferred by all construction trades (Table A-8). In the case of the operating engineers the number of contracts without a hiring-hall provision surpasses that of the average for all trades (Table A-9). Fifty per cent of electricians' contracts contain a preferential-hiring provision (Table A-10); this is unusually high. Similarly, a close look at Table A-11 shows that it is the electricians, and mainly those in British Columbia, who show an above-average inclination to include in their contracts the right to refuse to work with nonunion members.

Given the craft character of construction work, it is quite obvious that trade jurisdiction should play as important a role in job protection as do union security and the union hiring hall. Only 13 per cent of all contracts surveyed lacked jurisdictional clauses. Of the rest, 30 per cent defined trade jurisdiction in general terms and the remaining 57 per cent in specifically enumerated lists; the latter prevailed in Ontario, Saskatchewan, and British

11 The union-shop formula means that an employee may not have to be a union member at the time of hiring but must become a member within a specified period (7 to 30 days) and remain a member in good standing throughout the term of employment or the term of the agreement; the employer must discharge any who fail to do so.

12 The modified-union-shop formula exempts from compulsory membership all employees who are not union members at the time the agreement comes into force but requires that all those hired subsequently join the union.

13 Under the hiring-hall system, workers must be hired through the union as long as the union can supply them. There are some variations in the application of hiring through the union. In some cases the employer can specify a particular union member (name hiring); in other cases the union will assign workers in accordance with the length of their unemployment.

14 Preferential hiring requires the employer to give first consideration to job applicants who are union members.

Columbia. Carpenters', operating engineers', and labourers' contracts are slightly less likely to define trade jurisdiction than are those of other trades (Table A-12). The same three trades are also more inclined to have their jurisdictional rights defined in general terms than in enumerated lists, possibly because of the opportunity this provides for widening their jurisdiction. Most other trades show a preference for the enumerated list.

Union Security and Job Security: The Hiring Hall

The preceding analysis of the main substantive clauses of construction collective agreements demonstrates that, while in most other industries there is no direct causal relationship between union security and job security, and while the prime object of the union shop and dues check-off is to provide unions with organizational and financial stability, in the construction industry union security and job security have become synonymous because job protection was the primary aim and union security only incidental. This means that, for all practical purposes, unions control the supply of labour to unionized employers. In recent years, this hiring-hall system has come more and more under attack. It has been termed an abdication of management functions, been criticized for creating artificial shortages of skilled labour, and been accused of being open to real or alleged abuses through discriminatory practices against employers and union members.

On the other hand, the hiring hall has been seen as inevitable in an industry in which the employers have only a short-term commitment to their employees. It has been defended as providing important positive services to employers, saving them the costs of recruiting labour, providing them with a guarantee for the occupational competence of the workers, while giving union members some assurance of the fair sharing of available work. Yet this latter aspect also leads to union policies to restrict the supply of labour, sometimes by charging substantial initiation fees and by periodically limiting entry into the union and thus entry into the trade. That such practices exist was freely admitted in the submission of the Advisory Board for the Building and Construction Trades Unions in Canada:

> Some construction unions have been criticized for not accepting persons into membership who have received training in a particular trade. If a person is refused, it is usually because the union has already sufficient members to do the work on the drawing boards in the foreseeable future.
>
> To take in an extra member when tradesmen are available would only serve to deny a present member of an opportunity for employment. To date, the only hope a construction worker has for continuity of employment has been offered by unions where membership in a union closes until opportunities for employment expand. It is the construction worker's only salvation to know that he will get work when work becomes available.[15]

15 The Advisory Board for the Building and Construction Trades Unions in Canada, "Causes, Effects, and Recommendations on Cyclical Instability in the Construction Industry," Submission to the Economic Council of Canada, September 1972, pp. 6-7.

It is, however, precisely in this area that union policies and the hiring-hall system come into conflict with government manpower policies because, as the same Submission states:

> At the same time that these people are unemployed, technical schools are partially training tradesmen without any consideration or proper guidance as to whether the industry can absorb the men to complete their training and offer them a continued livelihood. . . . We cannot expect national stability of employment in our industry unless we directly relate the number of people trained in each region to the number of jobs that will be available and ensure that the entire country is consistent.[16]

While this union demand for better manpower planning for the construction industry is certainly a legitimate one, even if the difficulties involved are formidable, it does not seem consistent with the hiring-hall concept. Under this system, unions can only react to specific situations as they arise. Thus, when temporary surpluses of skilled labour in specific trades and crafts turn into scarcities in periods of heavy demand – given also the limitations on geographic and intertrade mobility, which are at least partly due to the craft divisions and employment priorities of the various locals – the particular nature of the construction industry dictates that such scarcities may mean denial of employment to other trades and occupations by creating bottlenecks that prevent projects from starting or continuing. In other words, the hiring-hall system creates its own destabilizing factors.

If manpower planning is an essential condition for employment stabilization in the industry, the greatest disadvantage of the present hiring-hall system is not the often-quoted possibility of discrimination or power abuse, but the difficulties of relating it to industrywide and countrywide manpower policies. It is clearly necessary to devise a manpower-supply system specifically geared to the requirements of the construction industry. Its criteria would be that it retain the advantages of the present hiring-hall system, avoid the need for discriminatory practices, and permit manpower planning and training programs that would involve organized labour and management and therefore be acceptable to both.

As the Canada Manpower Centres have been established to supply industry with qualified labour, at first glance it might seem to be their role to do so for the construction industry. However, it is extremely doubtful that general manpower centres could meet the above criteria. They could not make any distinction between unionized and nonunionized labour, and it would be entirely in conflict with the general principles on which they are established if they were called upon to act as substitutes for personnel departments of construction employers. Nor could placement officers acquire the intimate personal knowledge that the union agent has of the work history, capability, and experience of each member on his rolls, so as to match the often highly specialized requirements of each contractor and his clients. Thus, among the various suggestions for a reform of the hiring-hall system, one of the more

16 *Ibid.*, p. 7.

realistic proposes the establishment of special province- and/or areawide construction manpower centres under tripartite administration. These would be independent of the general manpower centres but would be structurally related to the manpower authorities. Here again, however, it is doubtful that such an institutional change would be meaningful and contribute to greater stability in employment or that agreement could be reached and unions found willing to open their ranks to all qualified persons without some guarantee that measures would be taken to reduce excessive demand fluctuations.

6 The Problem of Jurisdiction

Most construction collective agreements attempt to define the jurisdiction of the unions over the various trades, either in general terms or through specifically enumerated lists. Conflicting claims of the unions over the implementation of these jurisdictional clauses have long been recognized as one of the most troublesome and destabilizing characteristics of construction labour relations, even within the trade-union movement itself. The Report of the Commission on Constitution and Structure, presented to the Canadian Labour Congress at the 7th Constitutional Convention in May 1968, observes:

> Throughout its hearings the Commission was struck by the concern of the membership with jurisdiction. It was a subject of vital concern for most of those who made submissions. It was stated that the public's conception of what organized labour is and what it is trying to do has been blurred and damaged by the internecine disputes that have provided ready-made an all too acceptable ammunition for those who seek to weaken or destroy trade unions. Union membership itself has shown increasing impatience with the consequences of jurisdictional strife. This is true whether one thinks of jurisdiction in relation to that of a particular union for organizational purposes, the "on-site" conflicts which have embroiled the building trades unions from time to time, or the refusal of the building trades unions to accept and use materials and services produced and provided by other Congress affiliates.[1]

There are two basic types of jurisdictional conflict: first, two or more unions, on the basis of law, custom, or prior agreement, compete with each other for representation of the same category of workers (right-of-representation disputes); second, unions conflict with each other because they claim that only their members are entitled to be assigned to perform certain types of work – because they require special qualifications, because of current practices in their trade, or because of interunion agreement or a contract with the employers (work-assignment disputes). Representation disputes are inherent in a system that allows workers the freedom to choose the union they wish to represent them, and may occur in all Canadian industries. Work-assignment disputes are more closely related to craft-occupation structure and are, therefore, characteristic of construction. In

1 As quoted in Nova Scotia "Report on Industrial Relations in the Nova Scotia Construction Industry," p. 82.

contrast, disputes over the right of representation are relatively rare in the construction industry, except in Quebec. In that province the decree system by definition excludes work assignment disputes but, because of the notion of the "representative" organization, right-of-representation disputes prevail and are encouraged in law by the institution of what amounts to an open season for membership raids.

However, the work-assignment disputes are not always the fault of the unions. Employers are often responsible for work assignments that violate the contract, sometimes out of lack of managerial experience, sometimes in attempts to let jobs requiring special skills be done by semiskilled and unskilled labour for the sake of lower wages, and sometimes by ignoring current practices or by failing to supply correct information when a union applies for certification.[2]

Moreover, once again there is a definite community of interest between groups of employers and corresponding unions in the protection of their trade:

> The interest in work assignment is not limited to the employees and the unions. In an industry in which sub-contracting by owners or by general contractors to specialty contractors is a common practice, sub-contractors will be inclined to make common cause with "their" union against the encroachments of other unions linked with other sub-contractors. In a sense the specialized employer and his specialized employees and their union have proprietary feelings about job territory.[3]

Another disturbing feature stems from the long-standing uneasy relationship between the industrial unions that prevail in the manufacturing sector and the craft unions dominant in the construction industry. This tension has been aggravated in recent years by the development of prefabrication, which has eliminated or altered traditional on-site construction. If industrial unions complained about construction unions refusing to handle materials produced in plants manned by their members, the construction unions became more and more upset about the industrial unions encroaching on their territory. This encroachment was a result of prefabrication and off-site construction and, more recently, the development of "in-house" construction in certain industries that is performed by their own labour and is, therefore, open to organization by industrial unions. However, after several years of negotiations between the unions concerned, internal machinery to settle disputes between industrial unions and the construction trades has recently been set up under the auspices of the Canadian Labour Congress.

The question of work-assignment disputes between the construction trades unions themselves and the establishment of appropriate settlement machinery

2 Gérard Dion, "Jurisdictional Disputes," in *Construction Labour Relations*, ed. Goldenberg and Crispo, pp. 337-38.

3 Nova Scotia "Report on Industrial Relations in the Nova Scotia Construction Industry," p. 85.

still remains to be answered. Yet there are few data on the frequency of such disputes within the unions and trades most often involved. One reason might be that they seldom lead to major work stoppages and, therefore, are not recorded in the already-not-too-reliable conflict statistics. In the annual publications of Labour Canada, which provide some information about the issues involved in major strikes and lockouts, work-assignment disputes appear among the lesser causes of work stoppages in the industry, far below conflicts over wages and working conditions. According to this source, there were no more than four or five per year over the last decade, except in 1966 and 1967 when a rash of work-assignment disputes (about twenty each year) led to strikes.[4] However, there may have been many more that were not recorded because of their short duration and the relatively small number of workers involved in each instance.

Little information is available about the less immediate causes of work-assignment disputes. Clearly, however, the two main factors involved are employment insecurity and technological change. These factors induce workers to seek the protection of their union to retain or establish exclusive rights to certain types of work or part of it, or to try to take over tasks traditionally performed by another trade when technological change blurs or confuses established trade and occupational divisions and creates new "grey" jurisdictional areas. Employment insecurity is apparently a factor in work-assignment disputes during periods of high unemployment as well as in boom periods. When local union business agents have unemployed members on their rolls, they try to provide work for their own members; in boom periods, on the other hand, employers experiencing shortages of labour may exert pressure on workers to cross trade lines. Dangerous precedents could thus be set. The problem created by technological change, however, stems less from such change in the construction industry itself, where major technological breakthroughs have been rare, than from the construction materials industry; the issue involves who handles these materials on the construction site.

Work-assignment disputes generally seem to involve the basic trades rather than the mechanical trades, although such disputes also occur among the latter. The problem in the basic trades is often that of the "low man on the totem pole"; that is, workers with higher-priced skills may be forced into lower-skill categories under conditions of technological or other change. Semi- and unskilled labour, on the other hand, have only limited upward occupational mobility. Thus carpenter and labourer unions are frequently involved in work-assignment disputes; these disputes are more likely to occur between trades where skills are interchangeable. However, in the absence of relevant data, such statements are based on impressions gained from

4 Based on data from Labour Canada, *Strikes and Lockouts in Canada,* Annual Reports, 1962 to 1972.

discussions with industry people rather than on any rigorous examination of facts.

The problem of work-assignment disputes has been a burden to construction employers and unions alike for a long time. Efforts to resolve jurisdictional disputes through various forms of voluntary settlement machinery go back as far as the 1880s. Because of across-the-border association with the dominant construction trades unions in Canada, they have been subject to arrangements made in the United States – in recent years, in conjunction with the National Joint Board for the Settlement of Jurisdictional Disputes. It was established after the institution of machinery for settling public disputes at the national level, following passage of the Taft-Hartley Act of 1947, which empowered the U.S. National Labor Relations Board to deal with jurisdictional disputes and make appropriate judgments. However, the National Joint Board, although quite successful for many years in effecting private voluntary settlements, encountered the difficulties that can arise in reconciling various interests, and for some time it was inoperative in certain areas.

In any case, the history of voluntary private settlement machinery, both in the United States and Canada, has not been sufficiently encouraging to rely on it alone.

Certification of a union as a bargaining agent establishes certain legal rights (now paralleled in the majority of provinces by employer accreditation). It is only logical that public policy, from which these rights are derived, should also become involved, if disputes arise in the area of such rights. Ontario, for example, experimented for some time with a Jurisdictional Disputes Commission. More recently, however, there have been legislative efforts in a number of provinces to let the Labour Relations Boards or their equivalents assume direct responsibility in jurisdictional conflicts. These statutes are too new for firm conclusions to be reached about their effectiveness in the prevention or solution of work-assignment disputes. But as most of them embody the same principle as the Ontario legislation, experience in that province may be taken as representative. According to the Ontario Labour Relations Board, "the jurisdictional dispute legislation has by and large been successful, and in particular, the provisions for and the issuing of interim orders has effectively prevented or brought to an end many work stoppages arising out of work assignment disputes."[5]

Nevertheless, it is clearly desirable that voluntary settlement should have its chance and, on the whole, these statutes are designed to encourage, rather than simply replace, private machinery. For many reasons judicial intervention, and therefore litigation, should be the last resort. A courtroom atmosphere becomes almost inevitable, and representation of the parties by lawyers has become all too common, so that, apart from the financial costs, legalistic approaches may often prevail over technical and human consider-

5 Brown, *"Statement,"* p. 14.

ations; precedents are piled upon precedents; and "rights" are established where flexibility would be preferable.

Another question is whether, in an industry that serves a domestic market, the machinery established at the national level in the United States is, under present conditions, still the most desirable for dealing with issues arising in Canada. This issue is very complex indeed, partly because of the international character of the large majority of Canadian construction trades unions and because of the traditions and relationships that have been established over many decades. Furthermore, the parallelism between the U.S. National Joint Board and the U.S. National Labor Relations Board is an essential feature in the functioning of these bodies. Such parallelism is difficult to establish in Canada because, as a result of the entirely different division of powers between the federal and provincial governments, the Canada Labour Relations Board has only very limited jurisdiction over the construction industry. While this does not necessarily exclude the creation of private settlement machinery in Canada at the national level for issues of national character and importance, the functioning of such a body would still depend on provincial bodies and be related to the enforcement powers of the provincial Labour Relations Boards. A purely mechanical imitation of the National Joint Board for the settlement of jurisdictional disputes would not correspond to conditions in Canada, where the strengthening and creation of private settlement machinery at the provincial level appears highly desirable.

However, a number of factors could contribute to a decline in the importance of the work-assignment issue. Mergers of certain unions in related fields would obviously be helpful, even though a merger movement in the construction trades field is greatly handicapped by the by-laws and constitutions of the various parent unions and by the legal difficulties involved, especially in the area of succession rights under the certification procedures. Multitrade bargaining for related trades could provide another avenue. Although such bargaining is yet all too rare, it could become a decisive factor if more widely accepted. A further factor of growing importance is related to changes in management techniques, such as project management. Pre-job meetings and agreements on work assignments are not always totally effective, but they appear to have been helpful in preventing disputes once projects were under way.

It is rather unlikely that, given the structure of the industry and the craft character of the unions, work-assignment disputes can be eliminated entirely. Moreover, complete elimination of such disputes might not necessarily be desirable. Union spokesmen point out, for example, that in situations where unscrupulous contractors seek to replace qualified craftsmen with less skilled and cheaper labour, consumer interests may not be served at all. However, to the extent that work-assignment disputes occur simply as desperate attempts to protect and prolong jobs out of fear of unemployment, they remain a destabilizing factor.

7 Protection of Construction Labour

There is a very large body of federal, provincial, and even municipal laws and regulations affecting the labour force generally and, in some cases, construction labour particularly. Usually designated under the name of labour or employment standards, this type of legislation is concerned with such matters as minimum wages for various categories of workers, hours of work and overtime pay, equal pay, weekly days of rest, statutory holidays, vacation with pay, fair employment practices, and health and safety regulations.

Generally, most provisions of these acts are important to unionized labour as, by definition, no collective agreement may contain provisions less favourable than those laid down by law, except under certain circumstances provided for by law. Above all, the importance of health and safety regulations in an industry of exceptional hazards cannot be overestimated. Although it is the function and duty of the unions and their representatives to control the enforcement of the contract and the law, such control is by no means foolproof, and nonenforcement or nonobservance of safety regulations frequently leads to frictions and bad relations at the construction site.

It is obvious, however, that legislation to protect labour standards is particularly important to the nonunion labour force, which amounts to 40 to 50 per cent in the construction industry as a whole but to over 90 per cent in the residential sector (except under the compulsory Quebec system and, to a point, the Manitoba Construction Wages Act). Nonunion labour is responsible for about one-third of construction output. Labour standards branches of the various Departments of Labour confirm that, in the construction industry in particular, the crux of the matter is enforcement, which becomes more difficult as employment fluctuates; the employer-employee relationship is inconstant, and production is not permanently carried out at one location.

Enforcement of Labour and Safety Standards

In the construction industry, labour standards fall mostly under provincial jurisdiction. There is, however, great variation in the profusion of laws and regulations from province to province. Federal labour standards and fair wages legislation are directly involved in the construction industry only in federal government projects – federal government buildings, certain roads

and heavy engineering, port installations, etc. Federal standards are also indirectly involved in so-called shared-cost projects of the federal and provincial governments in such matters as hours of work, overtime rates, and federally established minimum wages; other wage rates and enforcement of the legislation concerned is left in the hands of the provincial government involved.

It is difficult, if not impossible, to deduce from the annual reports of the departments either the degree to which contractors are responsible for violation of labour standards and fair wages law or which provisions are most frequently violated by them. However, fly-by-night operators and firms that enter the industry on the upswing of a building cycle, only to leave it when business declines, appear to be largely responsible, especially for nonpayment of wages. If it is held desirable that all "qualified" firms and persons be admitted to the industry, grounds and procedures for qualification for entry must be established to guarantee that labour standards laws are respected.

As far as financial responsibility towards workers is concerned, in some provinces bonding does not seem to be regarded as the most satisfactory solution. However, in the Northwest Territories (where numerous complaints were received about nonpayment of wages by employers who came from outside, had work performed, and then disappeared leaving wages unpaid), employers are to be required to post a bond in the amount of 75 per cent of anticipated annual payroll, with the possibility of certain exemptions. Where employers fail to post a bond, workers may be paid by the government, which then attempts to recover the money through legal action. Saskatchewan, on the other hand, makes the primary contractor responsible for the payment of wages by his subcontractor(s); a reporting and control machinery ensures that all wage obligations have been fulfilled and frees the primary contractor of responsibility of further claims after proof has been submitted that all obligations have been met. This system appears to be most effective in the fulfilment of wage obligations and also encourages the self-control of the industry over the entry of irresponsible and nonviable firms.

Licensing would be another way to balance the advantages of a liberal entry policy against too-easy entry by financially weak or otherwise irresponsible elements. Such a procedure has been suggested in a draft bill in Quebec, which proposes that nobody may act as a contractor or builder if he does not hold a licence issued by a Licensing Board upon proof of technical and financial capacity.[1]

Obviously, the question of easy entry into the construction industry and its relation to instability is far broader than that of observing employment standards, but it is certainly an aggravating factor in their enforcement. One of the most serious issues is the enforcement of safety standards and regulations. Comparative data about temporary and permanent disability

1 The Bill has been before the Quebec Assembly for several years but is now again under active consideration.

resulting from work accidents are not yet available for the whole of Canada. However, figures provided by the Ontario Workmen's Compensation Board may serve as an illustration. As Table 7-1 shows, the frequency rate of lost-time accidents (obtained by dividing the number of accident claims by millions of hours of exposure to accidents) is about two-and-one-half times that of other industries. Also, the gravity of construction accidents is worse when expressed in the number of compensation days for each claim (Table 7-2). During the 1969-71 period, the percentage of accidents causing disability for a period of from 0 to 9 days was lower in the construction industry than other industries; for longer periods of disability, this percentage was consistently higher in construction. Moreover, while the Ontario construction labour force during these years comprised only about 6 per cent of the total provincial labour force, construction was responsible for 2,314 – or nearly 20 per cent – of 12,049 permanent disability claims. About the same percentage of total fatal work accidents (the only type of accident for which overall Canadian figures are available at present) occur in construction. It is difficult to compare time loss resulting from accidents with time loss resulting from work stoppages, because of the difference in the data base and in the impact on industrial output. However, even in Ontario, with its relatively high incidence of industrial conflict in the construction industry, time loss because of accidents was about 50 per cent higher than that caused by work stoppages during the 1969-71 period.

Construction work by its very nature is a hazardous occupation (although by no means equally dangerous in all trades); therefore, a higher accident rate is to be expected. However, there are also other aspects to be taken into consideration: cost pressures brought about by the bidding process, client pressures for the completion of a project in the shortest possible time, loss of time because of weather conditions, all of which tempt contractors to seek shortcuts and to disregard safety regulations. Excessive overtime resulting in fatigue during the main building season, and inclement weather during the winter months, may also be contributory factors. In addition, the British Columbia Workmen's Compensation Board, which sought to relate the incidence of industrial accidents to the length of time on the job, found that, in virtually all industrial sectors, the highest percentage of accidents occur within the first six months on the job (Table 7-3). In manufacturing, for example, only about 16 per cent occur within the first month compared with 34 per cent of all construction accidents. In manufacturing, about 40 per cent of accidents occur within the first six months on the job; in construction, they reach about 68 per cent in the same period. Moreover, British Columbia figures in Table 7-4 show that accidents occurring within the typically short employment span of construction workers tend to be more severe and cause longer periods of disability than, for example, in manufacturing. Accidents during the first month on the job causing disabilities of from 22 to 91 days or over amount to less than 5 per cent in manufacturing, but to 12.5 per cent in construction. The corresponding figures for the employment period of one to

Table 7-1

Lost-Time Accidents and Frequency Rates per Million Man-Hours of Exposure, Ontario, 1967-72

	Lost-time accidents[1]		Man-hours		Frequency rate[2]	
	Construction	Other industries	Construction	Other industries	Construction	Other industries
1967	17,630	78,710	292,461,579	3,504,012,018	60.3	22.5
1968	17,992	79,322	296,728,035	3,604,954,229	60.6	22.0
1969	18,620	94,893	281,392,742	3,704,730,799	66.2	25.6
1970	19,946	92,108	307,353,154	3,607,140,046	64.9	25.5
1971	18,196	87,197	303,038,144	3,654,686,493	60.0	23.9
1972	18,336	95,506	297,652,252	3,873,321,736	61.6	24.7

1 Allowed claims for lost time set up in calendar year.
2 Frequency rate is obtained by dividing the number of lost-time accidents by millions of man-hours of exposure to accidents.
Source Based on data from the Ontario Workmen's Compensation Board.

Table 7-2

Frequency of Temporary Disability* Caused by Work Accidents in Construction and Other Industries, by Duration, Ontario, 1969-71

	Number of claims*						Percentage of claims*					
	Construction			Other industries			Construction			Other industries		
	1969	1970	1971	1969	1970	1971	1969	1970	1971	1969	1970	1971
Days lost:												
0–9	6,983	7,058	6,947	39,368	41,501	39,155	36.2	37.3	38.0	44.4	44.9	44.5
10–99	10,697	10,103	9,751	44,937	45,921	44,183	55.4	53.4	53.3	50.6	49.7	50.2
100–499	1,486	1,650	1,478	4,141	4,671	4,443	7.8	8.7	8.2	4.7	5.1	5.0
500–1,000 and over	119	117	99	240	254	258	0.6	0.6	0.5	0.3	0.3	0.3
Total claims	19,285	18,928	18,275	88,686	92,347	88,039	100.0	100.0	100.0	100.0	100.0	100.0

*"Disability" refers to complete incapacity to work during the period in question; "claims" are those initially settled in calendar year.

Source Based on data from the Ontario Workmen's Compensation Board.

Table 7-3

Accidents, by Length of Time on Job, as Percentage of Total Industrial Accidents, British Columbia, 1971-73

	1 month or less			1 month to 6 months			6 months to 1 year		
	1971	1972	1973	1971	1972	1973	1971	1972	1973
	(Per cent)								
Agriculture	33.5	25.0	22.5	17.6	19.2	26.2	6.8	10.0	6.3
Forestry	25.2	29.5	24.6	27.1	28.1	30.3	3.6	7.2	8.5
Fishing and trapping	5.4	5.8	8.0	10.2	3.8	5.6	2.3	–	–
Mines, quarries, and oil wells	20.5	16.7	16.1	31.8	23.6	23.1	10.3	10.6	11.9
Manufacturing	15.9	15.9	16.0	20.1	20.3	24.7	8.5	10.1	10.5
Construction	34.1	34.3	33.5	31.0	28.0	27.1	6.0	6.2	6.7
Transportation, communications, and other utilities	10.4	9.9	10.2	14.6	15.0	16.7	6.0	8.8	9.7
Trade	8.3	10.9	10.7	16.7	21.2	21.8	9.3	10.7	12.0
Finance, insurance, and real estate	17.5	17.6	16.5	16.9	25.0	23.7	11.9	14.9	10.6
Community, business, and personal services	12.2	11.7	11.8	21.7	20.8	23.7	9.6	10.9	11.3
Public administration and defence	17.5	15.2	15.5	13.3	17.5	19.9	6.1	7.0	6.9

Source Based on data from the British Columbia Workmen's Compensation Board.

Table 7-4

Duration of Disability through Accidents, by Length of Time on Job, as Percentage of All Accidents in Manufacturing and Construction, British Columbia, 1973

	Manufacturing			Construction		
	1 month or less	1 month to 6 months	6 months to 1 year	1 month or less	1 month to 6 months	6 months to 1 year
	(Per cent)					
Days lost:						
1–7	6.3	10.2	4.4	11.2	9.8	2.5
8–21	5.0	7.4	3.4	9.9	8.0	2.0
22–42	2.1	3.3	1.2	5.2	4.1	1.0
43–90	1.2	2.4	1.0	4.1	2.7	1.0
91 and over	1.1	1.5	0.6	3.2	2.5	0.4

Source Based on data from the British Columbia Workmen's Compensation Board.

six months are 7 per cent in manufacturing and about 9 per cent in construction. In other words, the probability that a construction worker will become involved in a severe accident during his first six months on the job is nearly twice as high as if he were employed in manufacturing.

As six months is the average period of employment with the same employer, there is a relative lack of long-term interest on the part of an individual employer in his workers. Furthermore, there is a constant flow of labour in and out of the industry, especially semi- and unskilled labour, often with prolonged periods of unemployment or other employment between construction jobs. Given these facts, it is by no means far-fetched to conclude that a relationship exists between employment instability, inconstancy of the employer-employee relationship, and the high incidence of work accidents in the construction industry.[2]

Under all circumstances, however, the hazardous nature of construction work is a good reason for strict enforcement of safety regulations and their constant revision as technology and working methods change. The Canadian Construction Association and the provincial construction safety associations have actively promoted accident prevention through their information services; without them the record of the industry might have been even worse. Traditionally, unions have had to play a very prominent role to ensure

2 A recent pilot study by the Norwegian Labour Inspectorate–for which, however, no sector breakdown is available–illustrates the same point. Nearly 22 per cent of all accidents in that country occurred during the first six months of employment and declined to 15 per cent in the second half of the year and to 10 per cent in the second year, reaching a low of 3 per cent after the first year of employment. This led to the conclusion "it is in fact dangerous to change jobs" and "if the labour force would become more stable also a decline in work accidents would occur," *Arbeidsgivaren*, Journal of the Norwegian Employers Federation, no. 19 (Oslo, October 1973): 375.

safety and adequate working conditions. However, supervision of safety regulations established either by law or by agreement through unions and shop stewards is obviously easier in the sedentary industries than in an industry of changing employers and changing places of production. The construction trades unions can, therefore, generally exert only indirect influence on the *enforcement* of safety standards and are even more dependent on the enforcement agencies of government than those of other industries. Moreover, even where union locals have put special emphasis on safety, their effectiveness is limited to those projects where their members are working; even there, this emphasis has led to friction on the site and work stoppages to force improvements. For unorganized construction workers, many of them semiskilled or unskilled and only temporarily in the industry, even this remedy is not available. Protective legislation and especially public enforcement are thus of particular importance.

Pension Schemes

It is generally assumed that construction labour has a high degree of geographic mobility. This would appear to be true, especially in Canada, where there is a great deal of construction in remote areas for resource-based industries. However, the statistical data base is not sufficiently reliable to prove this assumption. Available figures, provided by the Canada Manpower Centres, by necessity, neglect the manpower supplied by the union hiring halls – that is, the bulk of unionized workers operating in the highly organized commercial, institutional, and industrial construction sectors. Nevertheless, even given the high mobility of Canadian construction workers, there are financial, physical, psychological, and institutional factors that act as impediments to labour mobility, whose effects are not sufficiently clear-cut to permit generalization. One institutional impediment deserves special attention: the so-called negotiated welfare and pension plans.

Private negotiated welfare and pension plans have been characteristic of collective agreements in Canada since the Second World War; they have also been introduced by management in many nonunionized enterprises. Their popularity has apparently not abated since the introduction of the Canada and Quebec Pension Plans and universal medical and hospital insurance. Generally, such plans have been found attractive by management interested in retaining a stable labour force to avoid recruitment and training costs. However, as the Economic Council pointed out several years ago, the absence of portability and often stringent vesting conditions in such plans can constitute a significant deterrent to labour mobility.[3]

In most industries, these plans, whether negotiated or not, are bound to a specific enterprise. In the construction industry, however, where discon-

3 Economic Council of Canada, *A Declaration on Manpower Adjustments to Technological and Other Change* (Ottawa: Queen's Printer, 1967), p. 11.

tinuity of employment is taken for granted, such plans are usually multi-employer- and union-negotiated.[4] There are numerous problems in relating these plans to the Canada Pension Plan and to registered retirement plans, which confer certain tax benefits. Different employers may come under the jurisdiction of different locals of the same union and different negotiated plans. The multiplicity of crafts and unions also makes it difficult to ensure continuity of coverage when employees cross craft and union boundaries. Furthermore, individual union locals frequently enjoy considerable autonomy and, although this does not necessarily prevent continuity of coverage and reasonable uniformity of benefits throughout the trade, it often makes the administration of payments onerous and cumbersome. Employment fluctuations in the industry add to the problem, and the negotiated plans have to take into account irregular and unpredictable unemployment periods.

It appears that no systematic industrywide survey of the frequency, coverage, benefit structure, funding policies, and administrative costs of negotiated pension plans in the industry has ever been undertaken. However, the disadvantages of the fragmented system that prevails in practically all Canadian provinces except Quebec are so obvious that there is growing interest in the pension issue. Management interest in this issue is relatively recent. Although most welfare and pension plans in the construction industry are joint plans, management groups have hitherto shown little inclination to spend the time and effort involved in their administration, although this has meant that they have had little knowledge or say about the way these funds were handled. This, however, is changing. In the unions, there is growing concern about the discrepancies in pension contributions and benefits. Moreover, some union-financed pension schemes are apparently not eligible to be registered retirement plans.

The question of an adequate, negotiated, industrywide pension plan is also of considerable importance because increased geographic and interoccupational mobility are both related to the question of employment stabilization. This fact alone would justify public intervention if necessary. A system of negotiated multitrade provincial schemes, portable interprovincially and interregionally and stacked with the Canada and Quebec Pension Plans, would have much to recommend it. Provincewide agreements would seem the most practical, as they could build on already existing or developing negotiation patterns and could take into consideration the provincial differences in public priorities. Such schemes could ease some of the obstacles to interregional and intertrade employment mobility and could facilitate early retirement schemes in an industry in which older workers, once unemployed, find it difficult to become employed again, while younger workers cannot gain entry as long as older ones are on the unemployment rolls of the union.

4 Samuel Eckler, "Legislated and Negotiated Benefit Plans," in *Construction Labour Relations*, ed. Goldenberg and Crispo, p. 610.

8 Construction Labour Relations in the Canadian North

Until very recently in the Canadian North, labour relations in general, and construction labour relations in particular, have not attracted much attention. However, in the last few years, resource explorations and construction of roads, airstrips, and communication systems have rapidly gathered momentum as a result of the worldwide demand for energy and minerals. This development has created opportunities for an increasing number of the residents to move away from a hunting, trapping, and fishing economy to a wage economy. Given the various large-scale projects in the North now under public discussion, this change is likely to be even more rapid in future.

Inevitably the construction industry will play an important role in these developments, and it might well become by far the largest industry in the North over the next few years. It will undoubtedly carry into the North its own particular industrial relations problems, and it will meet there the special problems caused by the specific, largely "one-shot," nature of the construction projects, the still more pronounced seasonality of northern construction, the absence of locally established construction firms, the inflow of temporary construction labour from the South, the effects of this on the northern communities, and the impact of social and economic change on the native population.

To the extent that these developments take place within the boundaries of the various provinces and are not subject to the special provisions existing for federal and joint federal-provincial projects, the provinces will have to deal with the ensuing problems within their jurisdiction. Special regulations or arrangements may be necessary, depending on local conditions, the nature of the projects, and the degree to which the native population is affected directly or indirectly. The growing concern with problems of labour standards and the types of problems that either already exist or are expected to arise in the North is, however, well illustrated in the report and recommendations of a Board of Inquiry into Labour Standards and Labour Relations, appointed in 1972 by the Government of the Northwest Territories.[1] The report shows

1 Northwest Territories, "Report of the Board of Inquiry into Labour Standards and Labour Relations in the Northwest Territories."

clearly the preoccupation with the fact that most industrial activities are expected to involve construction. This also comes to the fore in the submissions the Board received from the Canadian Construction Association, the Canadian Labour Congress, and the Advisory Board for the Building and Construction Trades Unions jointly with the Alberta Provincial and Construction Trades Council and the Northwest Territories Allied Council.

The division of authority between territorial and federal jurisdictions over local private building gives the responsibility for the passing and enforcement of labour standards and wages ordinances to the Territories' government, but labour relations are the responsibility of the federal government under the Canada Labour Code. The Board's report noted that the question of adopting a special Labour Relations Ordinance by and for the Northwest Territories received the most attention from labour and management. In fact, according to the report, both local labour and management strongly expressed the view that the government of the Territories should assume direct authority in labour relations matters.

However, as the submissions to the Board also showed, outside labour and management were divided on the issue. Management advocated the immediate adoption of labour relations legislation specifically for the Territories, arguing mainly that the Canada Labour Code was inadequate to deal with construction problems brought about by temperature extremes, isolation, short construction seasons, camp operations, and transportation difficulties. They further maintained that many of the recent amendments to the Canada Labour Code could cause labour relations problems in the North. Undoubtedly, the management attitude was also influenced by the fact that none of the management-supported provisions for construction labour relations in the legislation of the various provinces are contained in the federal legislation.

Organized labour was much less inclined to see the need for a special Territories ordinance. As a matter of principle, the Canadian Labour Congress held to the belief that the Territories should soon move towards self-government and provincial status and would thus be prepared to enact labour legislation of their own. However, the Congress maintained that, until such time, the Canada Labour Code should continue to apply generally, but in the areas of certification, conciliation, and arbitration specifically. Quite clearly the Congress feared that the clauses of the Canada Labour Code that it favours most could be dropped, under management pressure, in a Territories ordinance.

The construction and building trades unions were even less convinced of any urgency to transfer the authority in labour relations matters from the federal to the Territories government. They argued that the local labour force is still not large enough to justify independent labour legislation and that the feasibility and desirability of local authority will increase only as more people become involved in the industrial growth of the North. They obviously

expect that, for some time, contractors will have to recruit their labour force from the South under contract provisions established there for union security, recruitment methods, and working conditions.

In its report, the Board of Inquiry noted "a growing provincial feeling" as well as a lack of confidence that nonresident companies and unions would muster sufficient interest to protect the resident work force. The Board recommended, therefore, the adoption of a territorial Labour Relations Ordinance to be administered by a local tripartite Labour Relations Board.

This distrust of outsiders expressed by the spokesmen of both territorial labour and management is reflected in the recommendations for legislative action. The Board observed that, in Alberta and other provinces, some construction employers who enter agreements with trade unions incorporate other companies to engage in the same work on a nonunion basis. It therefore recommended legal provisions to make it impossible for such "spin-off" companies to operate in the Northwest Territories. It also noted the numerous complaints about nonpayment of wages by employers who came from outside the Territories, had work performed, and then disappeared. To counteract this, the Board recommended that employers be legally required to post a bond at a specified percentage of the anticipated payroll.

For unions, too, the implementation of some of the Board's recommendations would set precedents in Canadian industrial relations. Because most contractors are nonresidents, many collective agreements concluded in other provinces would become operative in the Territories. As most, if not all, of these agreements contain union security and hiring-hall clauses, the Board recommended that resident workers be exempted from payment of initiation fees for entry into the unions in all cases where there is no local union. As it is unlikely that most construction trades unions will be willing or able to establish local unions, given the relatively small potential membership involved, such a provision would apply quite generally. Regardless of the merits of the provision, such a requirement would be unique in Canada, as the question of union dues, including initiation fees, has always been regarded as an internal union matter. Equally unique are two other recommendations: the application of seniority clauses of agreements executed outside the Territories – which, according to the Board, have created problems for resident employees – should be null and void with respect to such employees; and resident employees should be able to qualify under the eligibility clauses for health and welfare plans under collective agreement, and for a substantial reduction in the qualifying hours of work, as they may not be able to accumulate as many hours of work as employees in the South. From all this, it is quite clear that, to ensure resident – which means, above all, native – labour a fair share in employment opportunities, the unions would have to forgo some of their stringent union and job security provisions.

Whether or not the transfer of jurisdiction of all labour relations matters to the Territorial government will occur in the near or more distant future,

changes in the law – however well intended to take the special conditions of the North into account – will not by themselves solve all the labour force problems likely to arise. The demand that resident labour should have first claim on employment in the Territories expresses a legitimate concern. However, if these workers or prospective workers are not to be restricted to the lower-paid semiskilled and unskilled jobs, they will have to be trained in skilled and specialized trades, as existing training programs indicate. This presupposes, however, that they can expect continued employment in their trades once the particular projects in their area are completed. Yet, apart from maintenance operations, such opportunities could be scarce in the North. Therefore, unions will seriously have to consider how to apply their employment priorities, which are based on conditions outside the Territories.

Whether legal enforcement, rather than voluntary agreement with the unions, as advocated by the Northwest Territories Board of Inquiry, is the best way to deal with the question of job priorities for the native population is open to question. Great care would have to be taken so that this would not lead to organizational or contractual restrictions being placed on native workers in the areas outside the North; otherwise, the labour relations problems created by the employment insecurity characteristic of the construction industry in general would become even more pronounced and would weigh even more heavily on the native tradesman and impede his mobility in the search for alternative employment. In view of the relatively small number of people involved for the time being, this appears at present to be more a theoretical than an immediately practical issue. Nevertheless, given the largely one-shot nature of the construction projects in the North and the social dislocations that may entail in the future, it is not too early to give this issue careful consideration.

9 Summary and Conclusions

1 Over the last two decades, industrial relations in the construction industry have been the most exhaustively studied of all Canadian labour relations areas. Since the late 1950s there has been a stream of commission and task force reports and recommendations, all aiming at improvements in the institutional and legal machinery serving management and labour in the industry. There have been two main reasons for this widespread concern. One has been the high incidence of open conflict (strikes and lockouts). Statistical data on industrial conflicts are none too reliable, but those available confirm the impression that the incidence of open conflict in the construction industry is measurably higher than, for example, in manufacturing. As time loss in relation to total time worked is nevertheless relatively small, it is the secondary effects of construction conflicts on the regional and local economies that appear to have created this preoccupation with construction labour relations. The second reason has been the fact that construction wage rates have, especially since the mid-1960s, outpaced those of workers in other industries, although higher unemployment and its longer duration tend to reduce substantially the gains in annual earnings. Thus many ills of the industry have been ascribed to real or alleged malfunctions of its industrial relations rather than the other way around.

2 Employment instability is an all-pervasive element in construction labour relations. Whether caused by cyclical fluctuations or seasonality, this instability translates itself into employment insecurity, as far as labour is concerned. Other destabilizing factors include the way the industry is structured and the production process is organized. For the majority of construction workers, employment is broken every time a specific building project is completed, and the employer-employee relationship is terminated. Because of this inconstancy of the employer-employee relationship, the individual employer has no ongoing obligation towards his workers and, for the same reason, workers feel no special loyalty to their employers. Under these circumstances it is difficult to develop the elements of trust and confidence that are the basis for stable relations between employers and their work force. The sense of insecurity resulting from external and internal destabilizing factors is present for both employers and labour, and influences both their behaviour patterns. From the point of view of public interest this is far from reassuring.

3 It is often maintained that in this as in many other respects the construction industry is unique. Yet cyclical fluctuations, seasonality, the inconstancy of employer-employee relations, or even such factors as the lack of a permanent or common location of production, lack of substitution, price inelasticity – factors that have a direct or indirect bearing on labour relations – are all found in other industries as well. What characterizes the construction industry is that, while one or several such factors exist in other industries, they all affect the construction industry.

4 The inconstancy of the employer-employee relationship and the absence of a permanent place of work have a profound effect on the labour force, making the trade union the only permanent factor in the life of the unionized construction worker. It is also much more important to its members in construction than in other industries, as the union – and especially the union local – is not only their bargaining agent, the recipient of complaints about working conditions, and their representative in grievance procedures in the case of real or alleged violations of contract, but is also their agent in obtaining and maintaining employment. Dominant in this respect are seventeen so-called international construction trades unions that, for reasons of history, tradition, and their relationship to the parent unions in the United States and because of certain effects of Canadian industrial relations law, have remained divided along trade and occupational lines. At the Canadian national level, these unions are branch organizations of their parent bodies in the United States but, in fact, they consist of a large number of directly chartered locals that enjoy a high degree of autonomy under their locally elected officers. To this union multiplicity in Canada as a whole is then added the particular union pluralism in Quebec, where, in addition to these international craft unions affiliated with the Canadian Labour Congress (CLC), and the Quebec Federation of Labour (QFL), organizations of construction workers also exist within the framework of the Confederation of National Trade Unions (CNTU), structured on industrial lines. The CNTU recently underwent a further split, leading to the establishment of another organization, Centre des Syndicats Démocratiques (CSD).

5 However, apart from Quebec, where union membership has become compulsory since the passing of the Construction Industry Labour Relations Act of 1968, unionization in the Canadian construction industry is very unevenly distributed over its various sectors. In the absence of reliable data, a rigorous examination of the spread of unionization over these sectors is not possible, but there is every indication that union membership is most heavily concentrated in the nonresidential sector – mainly in commercial, institutional, and industrial building and, to a lesser extent, highway- and bridge-building. Union membership is also high in the more specialized trades; but it plays only a minor role in the residential construction sector, except possibly in high-rise apartment construction.

6 For employers, the industry is one of the few in Canada that have developed strong employer associations and, most significantly in recent

years, organizations to deal specifically with industrial relations and collective bargaining (labour relations associations). At the same time two types of contractor associations have come into being: industrywide (or aspiring to become industrywide) associations and associations of specialized contractors. This dichotomy is largely because of the relationship between the contractors in the production process, where one firm "employs" others in a chain that reaches from owner-developer to general contractor, subcontractor, and sometimes sub-subcontractor. These relationships produce a phenomenon peculiar to construction industrial relations: the absence of a clear-cut community of interests among employers as well as between workers and their unions. Consequently, a closer community of interests often develops between specialized contractors and "their" union in the protection of their trade than may exist with other contractors or between unions.

7 The development of both general and specialized employer associations has in recent years been furthered by changes in provincial labour relations statutes aimed specifically at the construction industry. They were established mainly in recognition of the fact that the statutes governing industrial relations in Canada generally were more closely geared to the requirements of the secondary sedentary industries than to the specific conditions prevailing in the construction industry. While some aspects of these provincial statutes vary a great deal, their most important common features are the introduction of the concept of "accreditation" of employer associations as bargaining agents for employers corresponding to the "certification" procedure in the unions, and the widening of the powers of the labour relations boards in certain dispute areas.

8 In all provinces where the concept of accreditation has been introduced (British Columbia excepted), the intention was to give these associations authority in law to represent all unionized employers within a particular trade, sector, and/or geographic area, whether or not they were members of an association. According to the promoters of the accreditation concept, the purpose was to try to bring about a more even balance of power between employers and unions, to counteract "whipsaw" tactics of the unions, to submit individual employers to the bargaining discipline of the association, and to encourage multiparty and multitrade bargaining as a means of overcoming excessive fragmentation of the bargaining process.

9 Of all the provinces that have recently passed labour relations legislation specifically aimed at the construction industry, Quebec has undoubtedly the most far-reaching and ambitious. In that province industrywide bargaining on a regional and provincial basis has been made compulsory and, in line with the system of "extension of contract" already in existence since 1934, the government is empowered to make the resulting agreements legally binding on the totality of the industry in the province (the "decree system").

10 Most provincial statutes are still so recent that their effects on the traditional bargaining patterns cannot yet be assessed. There is little evidence that, except in Quebec, multitrade bargaining has become more acceptable to

the parties than it was before the legislative changes. Indeed, the trend in Ontario indicates that provincewide single-trade agreements are more acceptable to both specialized contractor groups and corresponding unions. However, there is a developing trend towards multitrade site bargaining in the case of major hydro-electric, harbour, and similar construction projects. In Quebec, union pluralism and consequent interunion rivalries marred by violence and corruption, as well as emerging conflicts of interest among employers, have recently created doubt about the future of the decree system in its present form.

11 Centralization of bargaining and the resulting organization-to-organization relationship may produce certain advantages for labour relations, especially by subordinating the often sectarian and parochial attitudes of local unions and employers to broader considerations of the industry as a whole. However, centralization of bargaining creates its own set of problems. The area of possible conflict is widened, increasing the danger of generalized conflicts that often have grave consequences for regional or provincial economies. Perhaps even more important in the long run is the fact that, as centralized bargaining minimizes competition from nonunion, nonassociation firms, the temptation may be great during periods of heavy demand to give way to cost pressures; the costs can be readily passed on to the client and, ultimately, to the consumer and taxpayer. Thus, under certain circumstances, the recent institutional and legal changes specifically designed to overcome industrial relations problems could be detrimental unless complemented by efforts to reduce demand fluctuations.

12 Centralized multitrade bargaining has not yet recommended itself to important segments of management and unions. However, a more promising trend towards a common expiry date of separately bargained contracts has emerged. In Ontario, where already the large majority of contracts expire at the same time, quasi-simultaneous negotiation rounds were held in 1973. The pattern that has begun to be established is one of voluntary co-ordination. At the same time, management and union spokesmen requested the Ontario government to appoint a Construction Industry Review Panel composed of equal numbers of management and union members under a neutral chairman. The new body intends to smooth the way for negotiations and also to deal with longer-term issues, such as the external and internal destabilizing factors in the Ontario construction industry. Success or failure of this new body may well become decisive for future labour relations in the Ontario construction industry. In any case, this approach to the creation of new bargaining patterns has far more likelihood of success than any attempt to impose such patterns from the outside on reluctant parties. It also reflects the conviction of the parties that in the longer run the establishment of more rational bargaining methods will largely depend on efforts to stabilize the industry and thus provide greater employment security.

13 Employment insecurity resulting from the mutually aggravating factors of employment fluctuations and the inconstancy of the employer-employee

relationship is also largely responsible for certain characteristics of the typical construction collective agreement. Employment insecurity is naturally not confined to the construction industry. Therefore, certain job-security provisions have become more and more common in the collective agreements of all industries. Most of them are conditioned by the existence of a relatively permanent employer-employee relationship and therefore are not applicable to the construction industry as it is structured at present. Thus the substitutes for such job security clauses in construction collective agreements are often felt to be "restrictive" by employers and even workers.

14 To ascertain the nature and frequency of these substantive contract clauses, an analysis of 485 pattern-setting agreements was undertaken. The results of this are summarized in Chapter 5 and set out in tabular form in Appendix A. A distinction must be made between restrictive practices intended to impede or prolong the production process and clauses intended to induce greater employment security in the industry. The analysis showed that restrictive practices of the first kind – such as restrictions on the use of tools, or "featherbedding" under the disguise of safety protection or to prevent technological progress – are virtually nonexistent as a matter of collective agreements policy. Little difference has been found between the way labour and management spokesmen express the opinion that such restrictive practices, when they occur, result more from bad management and friction on project sites than from union contract policies.

15 However, the survey clearly established that, in the construction industry, job security and union security have, for all practical purposes, become synonymous. With few exceptions, contracts stipulate the closed shop, and the use of the hiring hall as a supply base for unionized construction labour, and include jurisdiction clauses by which the individual unions, structured on a craft basis, claim exclusive rights to have certain work performed by their members. The hiring-hall system in particular has recently been coming increasingly under attack. Unions admit that, as long as they have unemployed members, they will restrict entry into the union and thus into the trade. The unions also complain that manpower training programs produce new pools of construction labour despite the high incidence of unemployment, and they demand better manpower planning. Although much of the criticism of the hiring-hall system has been directed against real or alleged abuses, the problem lies in the fact that in its present form it is difficult to reconcile attempts at manpower planning as a means of stabilizing employment. On the other hand, the hiring hall provides important positive and cost-saving services to employers. Thus the problem is to devise a hiring system that combines the positive aspects of the hiring hall with the possibility of manpower planning acceptable to both management and the unions. Here again, however, it is doubtful whether agreement on this vital issue can be obtained without some guarantee that measures can and will be taken to reduce excessive employment fluctuations.

16 The question of trade jurisdiction is also intimately linked to that of job security. Given the craft structure of the Canadian construction trades unions, work assignment disputes between unions have remained one of the most troublesome destabilizing factors, although available evidence suggests that they now lead to major work stoppages much less frequently than is usually assumed. However, those that do occur can have serious effects, if they involve a relatively small, yet vital, group of workers. Apart from employment insecurity as such, one of the main factors involved is technological change and the determination of the trade that is to apply it. Off-site construction is also related to this issue. Widening of the powers of the various labour relations boards appears to have been beneficial in avoiding jurisdictional strikes. But the use of legal machinery has its disadvantages and problems, partly because of the costs involved and the legalistic approaches that often prevail; thus private settlement machinery remains a desirable corollary.

To settle disputes over the relationship between the industrial unions involved in off-site and construction material production and the construction trades unions, an agreement has recently been reached within the Canadian Labour Congress for new settlement machinery. However, for the voluntary settlement of work assignment disputes between the construction trades unions themselves, the Canadian construction industry for a long time had to rely on the National Joint Board for the Settlement of Jurisdictional Disputes in the United States, a corollary to the U.S. National Labor Relations Board. It is not surprising therefore that the demand for an equivalent body in Canada should have arisen from time to time. However, the situation is not the same in Canada as in the United States, where federal jurisdiction in labour relations is far more extensive. As the parallel existence of private and public settlement machinery has to be at the same levels of private and public decision-making, a simple repatriation of American institutions into Canada is not advisable. Institutions must be developed that take the Canadian constitutional divisions between jurisdictions into consideration.

Work assignment disputes are not always the fault of the unions, and they may have legitimate causes. However, to the extent that they do occur simply as desperate attempts to protect and prolong jobs out of fear of unemployment, they remain a destabilizing and irritating factor.

17 A very large body of federal, provincial, and even municipal, laws and regulations affects the labour force generally, and construction labour specifically. With certain exceptions – for example, health and safety – labour standards law is of interest to organized labour only insofar as the contracts may refer to these laws or because, by definition, no contract can contain provisions less favourable than the law. However, labour standards and fair wages acts are of utmost importance to unorganized construction labour, which means primarily the residential sector and, to a large part, road construction. But it is difficult to enforce these laws as they relate to this

sector because of employment fluctuations, the inconstancy of the employer-employee relationship, and the absence of a permanent place of employment. Financially weak, or otherwise irresponsible, fly-by-night operators and firms that enter the industry on the upswing of a building cycle and leave it when business declines are, to a very large extent, responsible for the problems, particularly nonpayment of wages. Obviously, there is more to this issue than the enforcement of labour standards, but the question of facilitating the enforcement of labour standards by various methods – bonding, licensing, and other legislative means – cannot be wholly neglected within the context of the causes and effects of instability.

18 Enforcement of safety standards is especially crucial in the construction industry because of the high incidence of work accidents that cause temporary as well as permanent disability or even death. Figures for Ontario, which can be taken as representative, show that the frequency of accidents causing lost time is about two-and-one-half times higher in construction than in other industries. The Ontario figures for 1969 to 1971 also indicate that time lost because of accidents is about 50 per cent higher than time lost through work stoppages. Research conducted by the British Columbia Workmen's Compensation Board, corroborated by research done in other countries, has established that there is a relationship between duration of employment, job changes, and work accidents. Thus there may very well be a relationship between instability of employment and the high incidence of construction accidents. However, as much construction work is hazardous by nature, there is all the more reason for strict enforcement of safety regulations and their constant review under conditions of constantly changing technology and working methods. Unions can generally exert only an indirect influence on the enforcement of safety standards, but even this has led to friction on job sites or to work stoppages. For the large numbers of unorganized construction workers, even this remedy is not available, and public enforcement is therefore of particular importance.

19 Another issue is the institutional impediments to labour mobility. Of these impediments, pension plans that lack portability deserve special attention. As far as could be ascertained, no systematic industrywide survey has ever been undertaken to determine the frequency, coverage, benefit structure, funding policies, administrative costs, etc., of these plans. An adequate negotiated industrywide pension plan is in force at present only in and for Quebec; this issue is important because increased geographic as well as intertrade mobility is related to the question of employment stabilization. A system of negotiated multitrade provincial schemes, portable interprovincially and interregionally and stacked with the Canada Pension Plan, is clearly desirable. It also could facilitate early retirement schemes in an industry in which older workers, once unemployed, may find it difficult to become employed again, while younger workers cannot gain entry as long as older ones are on the unemployment rolls.

20 Another area of construction labour relations likely to attract attention in the near future arises from the fact that construction may rapidly become the most important single industry in the Canadian North. The experience of recent years, together with the anticipation of such a development, appears to have convinced the territorial governments – especially the authorities of the Northwest Territories – that it may be desirable to transfer jurisdiction over industrial relations from the federal government to them. There is an increasing demand for equal status with the provinces and a growing conviction that such a territorial code could take into consideration the special problems of construction in the North. They have shown particular concern for the protection of resident workers and the assurance of employment opportunities for them. Legal provisions have, therefore, been envisaged to deal with such matters as spin-off companies that deprive workers of their collective bargaining rights, fly-by-night operators who default on wages, and the effects of union initiation fees and seniority clauses in contracts concluded outside the Territories. In matters traditionally regarded as internal union affairs or subject to collective bargaining, whether the legal approach is preferable to agreement with the unions concerned is open to question. In any case, priority in job opportunities for the resident, and above all the native, population appears imperative at this time; this will have to be reconciled with the fact that outside contractors will bring with them collective agreements concluded outside the Territories. Given the one-shot character of much of northern construction for the exploration and transport of natural resources, the possible lack of job opportunities following the completion of these projects, and the social dislocation this may entail, it is not too early to give this problem careful consideration before development gathers further momentum.

21 The Canadian construction industry is subject to a great variety of laws and regulations. It is indeed rather incongruous that an industry as ubiquitous as construction should, in matters of labour standards and relations, be under the jurisdiction of eleven – or, if the Yukon and the Northwest Territories are to be added, thirteen – authorities that differ widely in their approach to labour relations and reflect the political philosophy of changing governments. Moreover, during recent decades the mass of laws and regulations and judicial decisions has grown at an exponential rate. Although the construction industry differs in structure and composition from region to region and thus, over time, has developed different industrial-relations and bargaining patterns, greater uniformity in law would be highly desirable. Moreover, recognizing that industrial relations problems cannot be isolated from economic policy, the absence of the federal government influence from an industry as important and national in scope as the construction industry is indeed regrettable. This is due in large measure to the interpretation given to the British North America Act; however, this should not be an impossible obstacle to overcome. A national conference of the federal and provincial

Ministers of Labour, with consultative participation by representatives of labour and management, would be highly desirable.

22 The possibility of combining these and other co-operative efforts to deal with problems common to labour and management is now greater, as both management organizations and unions are far more prepared to work together to solve industrial relations as well as other problems facing the industry. Both unions and management have a growing awareness of the dangers that threaten unionized contractors and unionized labour alike. This has resulted in numerous contacts between management organizations and unions, especially at the national level, through the Canadian Construction Association and the Advisory Board for the Building and Construction Trades Unions in Canada, as well as in the National Construction Industry Foundation. Except in the case of Quebec and its Construction Industry Commission such contacts are often somewhat informal and sporadic and at a level rather far removed from the great mass of employers and local unions. Perhaps the greatest present need is for institutions at the national and provincial levels, where a labour-management dialogue can become permanent and based upon mutually acceptable data. The recently established Ontario Construction Review Panel has still to prove its longer-term usefulness; yet it is a highly commendable beginning that should be pursued at the national level and across the country.

23 The industry itself can do much to reduce the effects of internal destabilizing factors plaguing labour relations in the industry; however, it still has little or no control over the external destabilizing factors. Whether, or by what means, it is possible to create greater demand stability and thus greater employment security in construction is a matter dealt with in other background studies for the Economic Council's report on instability in the construction industry. In this study, employment insecurity has been seen as one of the root causes of the labour relations problems in the industry. Its main conclusion is, therefore, that institutional and legal changes in the industrial relations system are insufficient. Failure to eliminate insecurity makes the resulting labour relations problems inevitable cost factors in both human and material terms.

APPENDIX A

The Incidence of Certain Substantive Provisions in Construction Collective Agreements: A Statistical Analysis

Table A-1

Analysis of 485 Agreements: Number per Union

	Number of agreements
United Brotherhood of Carpenters and Joiners of America – (AFL-CIO/CLC)	65
Laborers' International Union of North America – (AFL-CIO/CLC)	60
Sheet Metal Workers' International Association – (AFL-CIO/CLC)	50
International Brotherhood of Painters and Allied Trades – (AFL-CIO/CLC)	49
International Union of Operating Engineers – (AFL-CIO/CLC)	48
United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada – (AFL-CIO/CLC)	46
International Brotherhood of Electrical Workers – (AFL-CIO/CLC)	39
Operative Plasterers' and Cement Masons' International Association of the United States and Canada – (AFL-CIO/CLC)	31
International Association of Bridge, Structural and Ornamental Iron Workers – (AFL-CIO/CLC)	21
International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America – (Ind.)	19
Bricklayers', Masons' and Plasterers' International Union of America – (AFL-CIO/CLC)	16
International Association of Heat and Frost Insulators and Asbestos Workers – (AFL-CIO/CLC)	10
Wood, Wire and Metal Lathers' International Union – (AFL-CIO/CLC)	10
Christian Labour Association of Canada – (Ind.)	2
International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers – (AFL-CIO/CLC)	2
Toronto Building and Construction Trades Council of Electricians, Engineers, Painters, Plumbers, Iron Workers, etc.	1
London Building and Construction Trades Council of Carpenters, Labourers, Bricklayers, Stonemasons, Iron Workers, etc.	1
Christian Trade Unions of Canada – (Ind.)	1
International Association of Marble, Slate and Stone Polishers, Rubber and Sayers, Tile and Marble Setters' Helpers, Marble Mosaic and Terrazzo Workers' Helpers – (AFL-CIO)	1
Hotel and Restaurant Employees' and Bartenders' International Union – (AFL-CIO/CLC)	1
International Association of Machinists and Aerospace Workers – (AFL-CIO/CLC)	1
Union name undisclosed	11

Table A-2

Breakdown of 485 Agreements Analysed, by Province[1] and Duration

	Duration in months[2]						
	0-17	18-23	24	25-29	30-35	36 or more	Total agreements
Newfoundland	1	2	4	1	2	1	11
Prince Edward Island	–	–	1	–	2	–	3
Nova Scotia	3	7	2	5	14	–	31
New Brunswick	7	11	–	–	2	–	20
Ontario	32	70	80	9	32	28	253
Manitoba	1	11	2	–	–	–	14
Saskatchewan	6	15	5	–	–	–	26
Alberta	5	8	27	10	8	12	71
British Columbia	13	14	16	5	–	3	51
Nationwide	–	–	2	–	–	3	5
Total							485

1 Except Quebec; the unitary character of the agreements under the "decree" system invalidates numerical comparison with other provinces.
2 The duration of three of the agreements is unknown.

Table A-3

Month and Year of Expiry: 485 Agreements*

	Time of Expiry					
	1971	1972	1973	1974	1975	1976
January	–	–	1	1	–	–
February	1	–	2	5	1	–
March	23	36	31	38	7	–
April	20	6	212	20	17	1
May	–	7	10	4	–	–
June	–	–	7	2	–	–
July	–	3	5	1	–	–
August	–	1	5	1	–	–
September	1	–	1	–	–	–
October	–	–	–	–	–	–
November	1	–	2	–	–	–
December	1	1	6	1	1	–
Total	47	54	282	73	26	1

*The expiry date for two of the agreements is unknown.

Table A-4

Provisions Regarding Number of Men to be Used on Specific Jobs (Safety), by Province and Trade

	No provision exists	Provision exists	Total agree-ments
Province			
Newfoundland	9	2	11
Prince Edward Island	2	1	3
Nova Scotia	19	12	31
New Brunswick	18	2	20
Ontario	217	36	253
Manitoba	13	1	14
Saskatchewan	25	1	26
Alberta	70	1	71
British Columbia	34	17	51
Nationwide	5	–	5
Total	412	73	485
Trade			
Carpenters	57	7	64
Operating engineers	36	12	48
Sheet metal workers	47	3	50
Labourers	57	3	60
Cement finishers and plasterers	28	3	31
Electricians	11	30	41
Plumbers and pipe welders	46	–	46
Bricklayers and stonemasons	15	10	25
Painters	34	–	34
Structural iron workers	17	4	21
Others	64	1	65
Total	412	73	485

Table A-5

Provisions Regarding Use of Tools, by Province and Trade

	No provision	Provision requires: Specific tools for particular jobs	Provision requires: No restriction on use of proper tools or equipment	Total agreements
Province				
Newfoundland	11	–	–	11
Prince Edward Island	2	–	1	3
Nova Scotia	8	–	23	31
New Brunswick	17	–	3	20
Ontario	186	2*	58	246
Manitoba	2	–	12	14
Saskatchewan	15	–	11	26
Alberta	59	–	12	71
British Columbia	50	–	1	51
Nationwide	4	–	1	5
Total	354	2	122	478*
Trade				
Carpenters	45	–	19	64
Operating engineers	29	2**	17	48
Sheet metal workers	38	1	11	50
Labourers	42	–	18	60
Cement finishers and plasterers	22	1	8	31
Electricians	31	5**	5	41
Plumbers and pipe welders	30	–	16	46
Bricklayers and stonemasons	19	–	6	25
Painters	32	–	2	34
Structural iron workers	18	–	3	21
Others	48	–	17	65
Total	354	9	122	485

*Seven additional agreements coded "Restriction on specific tools."
**Agreements coded "Restriction on specific tools."

Table A-6

Provisions Regarding Technological Change, by Province and Trade

	No provision	Provision exists under management right	Others	Total agreements
Province				
Newfoundland	11	–	–	11
Prince Edward Island	1	2	–	3
Nova Scotia	7	24	–	31
New Brunswick	16	4	–	20
Ontario	111	136	6	253
Manitoba	4	10	–	14
Saskatchewan	6	20	–	26
Alberta	19	52	–	71
British Columbia	44	6	1	51
Nationwide	3	1	1	5
Total	222	255	8	485
Trade				
Carpenters	25	39	–	64
Operating engineers	16	31	1	48
Sheet metal workers	30	19	1	50
Labourers	19	41	–	60
Cement finishers and plasterers	14	15	2	31
Electricians	20	19	2	41
Plumbers and pipe welders	20	25	1	46
Bricklayers and stonemasons	12	13	–	25
Painters	23	11	–	34
Structural iron workers	11	9	1	21
Others	32	33	–	65
Total	222	255	8	485

Table A-7

Provisions Regarding Contracting-Out, by Province and Trade

	Provision states:							
	No provision	May not contract out	May contract out (a)	(b)	(c)	(d)	Others	Total agreements
Province								
Newfoundland	–	4	–	–	7	–	–	11
Prince Edward Island	2	–	1	–	–	–	–	3
Nova Scotia	15	1	–	–	14	–	1	31
New Brunswick	7	–	–	–	9	–	4	20
Ontario	66	–	–	31	52	1	103	253
Manitoba	6	–	–	–	7	–	1	14
Saskatchewan	17	–	–	1	5	1	2	26
Alberta	27	–	1	10	8	1	24	71
British Columbia	11	–	–	4	4	8	24	51
Nationwide	2	–	–	1	2	–	–	5
Total	153	5	2	47	108	11	159	485
Trade								
Carpenters	15	–	–	10	24	3	12	64
Operating engineers	8	–	–	4	9	2	25	48
Sheet metal workers	24	1	–	–	7	–	18	50
Labourers	16	–	–	16	12	2	14	60
Cement finishers and plasterers	10	–	–	2	4	2	13	31
Electricians	9	1	–	2	5	–	24	41
Plumbers and pipe welders	24	–	2	1	2	1	16	46
Bricklayers and stonemasons	7	–	–	2	9	–	7	25
Painters	10	–	–	–	14	–	10	34
Structural iron workers	5	1	–	4	6	–	5	21
Others	25	2	–	6	16	1	15	65
Total	153	5	2	47	108	11	159	485

(a) Without specific restrictions.
(b) As long as union members are employed.
(c) But subcontractors must abide by terms of the agreement.
(d) Only to those companies that will employ union members, and must abide by terms of the agreement.

Table A-8

Provisions Regarding Union Security, by Province and Trade

	Provision specifies:					
	Closed shop	Union shop	Modified union shop	Maintenance of membership	Others	Total agreements
Province						
Newfoundland	8	3	–	–	–	11
Prince Edward Island	–	2	–	–	1	3
Nova Scotia	24	2	–	–	5	31
New Brunswick	17	–	–	3	–	20
Ontario	207	32	5	4	5	253
Manitoba	13	–	–	1	–	14
Saskatchewan	5	–	21	–	–	26
Alberta	70	–	–	–	1	71
British Columbia	51	–	–	–	–	51
Nationwide	5	–	–	–	–	5
Total	400	39	26	8	12	485
Trade						
Carpenters	59	1	2	–	2	64
Operating engineers	34	10	3	–	1	48
Sheet metal workers	42	4	3	1	–	50
Labourers	47	8	2	–	3	60
Cement finishers and plasterers	28	1	2	–	–	31
Electricians	34	3	2	–	2	41
Plumbers and pipe welders	41	1	1	2	1	46
Bricklayers and stonemasons	23	–	2	–	–	25
Painters	29	2	3	–	–	34
Structural iron workers	20	–	–	–	1	21
Others	43	9	6	5	2	65
Total	400	39	26	8	12	485

Table A-9

Provisions Regarding Hiring Halls, by Province and Trade

	No provision	Provision specifies: Hiring hall	Provision specifies: Modified hiring hall	Total agreements
Province				
Newfoundland	4	7	–	11
Prince Edward Island	3	–	–	3
Nova Scotia	3	22	6	31
New Brunswick	2	18	–	20
Ontario	44	159	50	253
Manitoba	–	14	–	14
Saskatchewan	6	17	3	26
Alberta	2	68	1	71
British Columbia	–	48	3	51
Nationwide	–	4	1	5
Total	64	357	64	485
Trade				
Carpenters	3	49	12	69
Operating engineers	12	34	2	48
Sheet metal workers	6	33	11	50
Labourers	8	37	15	60
Cement finishers and plasterers	2	21	8	31
Electricians	4	36	1	41
Plumbers and pipe welders	5	37	4	46
Bricklayers and stonemasons	–	22	3	25
Painters	5	28	1	34
Structural iron workers	–	20	1	21
Others	19	40	6	65
Total	64	357	64	485

Table A-10

Provisions Regarding Preferential Hiring, by Province and Trade

	No provision exists	Provision exists	Total agreements
Province			
Newfoundland	9	2	11
Prince Edward Island	2	1	3
Nova Scotia	24	7	31
New Brunswick	17	3	20
Ontario	222	31	253
Manitoba	10	4	14
Saskatchewan	19	7	26
Alberta	65	6	71
British Columbia	31	20	51
Nationwide	5	–	5
Total	404	81	485
Trade			
Carpenters	56	8	64
Operating engineers	42	6	48
Sheet metal workers	47	3	50
Labourers	53	7	60
Cement finishers and plasterers	30	1	31
Electricians	21	20	41
Plumbers and pipe welders	39	7	46
Bricklayers and stonemasons	23	2	25
Painters	27	7	34
Structural iron workers	17	4	21
Others	49	16	65
Total	404	81	485

Table A-11

Provisions Regarding Right to Refuse to Work with Nonunion Members, by Province and Trade

	No provision exists	Provision exists	Total agreements
Province			
Newfoundland	8	3	11
Prince Edward Island	3	–	3
Nova Scotia	30	1	31
New Brunswick	15	5	20
Ontario	241	12	253
Manitoba	14	–	14
Saskatchewan	26	–	26
Alberta	66	5	71
British Columbia	12	39	51
Nationwide	5	–	5
Total	420	65	485
Trade			
Carpenters	59	5	64
Operating engineers	43	5	48
Sheet metal workers	46	4	50
Labourers	56	4	60
Cement finishers and plasterers	26	5	31
Electricians	26	15	41
Plumbers and pipe welders	40	6	46
Bricklayers and stonemasons	17	8	25
Painters	29	5	34
Structural iron workers	20	1	21
Others	58	7	65
Total	420	65	485

Table A-12

Provisions Regarding Jurisdiction of Trade, by Province and Trade

	No provision	General provision	Enumerated list	Total agreements
Province				
Newfoundland	4	4	3	11
Prince Edward Island	3	–	–	3
Nova Scotia	3	19	9	31
New Brunswick	4	6	10	20
Ontario	30	89	134	253
Manitoba	6	3	5	14
Saskatchewan	2	6	18	26
Alberta	5	20	46	71
British Columbia	5	8	38	51
Nationwide	–	–	5	5
Total	62	155	268	485
Trade				
Carpenters	10	30	24	64
Operating engineers	13	19	16	48
Sheet metal workers	2	13	35	50
Labourers	10	27	23	60
Cement finishers and plasterers	1	9	21	31
Electricians	8	18	15	41
Plumbers and pipe welders	5	9	32	46
Bricklayers and stonemasons	1	4	20	25
Painters	5	6	23	34
Structural iron workers	–	2	19	21
Others	7	18	40	65
Total	62	155	268	485

APPENDIX B

Examples of Substantive Provisions in Construction Collective Agreements

Closed Shop

Windsor Contracting Plasterers' Association / Operating Plasterers' Union
It is understood and agreed that as a condition of hiring and/or continued employment, all Employees will be and remain members in good standing of the Union by keeping up to date with their dues and assessments . . . . The Employer agrees that only members of the Union will be employed in the work under the jurisdiction of the Union, and further that the Union will be the sole agency for the supply of Employees.

Belleville Sheet Metal Contractors / Sheet Metal Workers
The Employer agrees that only Members of the Union, in good standing, shall be employed on any work covered by Article 2(2) . . . . When an Employer requires additional employees for any work covered by this Agreement, he shall request the Union to supply them . . . . It is understood and agreed that no person will be employed on work covered by this Agreement unless he has a Union referral slip.

B.C. Construction Labour Relations Association / International Brotherhood of Painting and Allied Trades
Only members in good standing of the Local Unions shall be employed. In the event of the Union being unable to supply employees who are qualified for the type of work to be performed and who are competent and acceptable to the employer, the employer shall have the right to employ whomsoever he wishes. Men thus employed shall join the Union within thirty days from the date of commencing employment.

B.C. Construction Labour Relations Association / Wood, Wire and Metal Lathers' International Union
Only paid up members in good standing with Lathers' Local 332 will be employed to perform any of the work falling within the jurisdiction of the Union. Should competent Union Lathers not be available, upon written permission from Local 332, lathers may be obtained elsewhere, it being understood that he or they join Local 332 and remain a member of the Local in good standing and be capable of passing a trades test administered by the Union as a condition of continuing employment. It being further understood that he or they obtain a clearance and work permit from the office of Local 332 before going to work for an Employer who has an agreement with Local 332.

Union Shop

Construction Association of Nova Scotia / Sheet Metal Workers' International Association
All present employees covered by this Agreement shall as a condition of continued employment, become and remain members in good standing of the

Union, shall, as a condition of employment become and remain members in good standing of the Union from the commencement of their employment. (This does not preclude the Employer from his thirty (30) day probationary period for new employees.)

Blacktop Construction Ltd. (Ontario) / International Union of Operating Engineers

The Company agrees that all present employees covered by this Agreement shall, as a condition of employment, after fifteen (15) calendar days from the signing of this Agreement, become and remain members in good standing of the Union . . . . All employees hired on and after the signing of this Agreement, shall, as a condition of employment, become and remain Union members within fifteen (15) calendar days of the date of employment. . . .The Company agrees to payroll deduct from the employees' pay cheque, the monthly dues, initiation fees and annual assessments, as uniformly assessed against all members of the Union . . . the Union further agrees to provide the Company with application forms for Union membership and Dues deduction Authorization which will be presented to all new employees on the day the employee is hired.

Modified Union Shop

Group of Regina Lathing Contractors / Wood, Wire and Metal Lathers' International Union

Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in good standing as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his employment, apply for and maintain membership in good standing in the Union as condition of his employment. New employees and former employees being re-employed must be informed of these conditions when starting work.

Lakehead Glass Companies / International Brotherhood of Painters

Each and every new employee of the Company shall within fifteen (15) days of his hiring become a member of the Union as an essential condition of his employment and of the continuance thereof. Any employee who is or becomes a member of the Union must, as a condition of employment, remain a member during the term of this contract and of any renewal thereof. . . .The Company furthermore agrees to deduct, during the lifetime of this Agreement, from the first pay of each month of each employee who is not a member of the Union, an amount equal to the actual monthly dues of the Union.

Other Union Membership Provisions

Dominion Bridge Company Limited (Ontario) / Labourers' International Union of North America

Each of the parties hereto agrees that there will be no discrimination interference, restraint or coercion exercised or practiced upon any employee because of membership or lack of membership in the Union, which is hereby recognized as a voluntary act on the part of the individual concerned. . . .The Union agrees that neither the Union or its members will intimidate or coerce any employee in respect to his right to work or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues on Company time. The Union further agrees that the Company may dismiss or discipline for any violation of this provision . . . . Any new employee who has joined the Company after the 30th day of August, 1967, or who will join the Company after the signing of this Agreement, upon completion of thirty (30) days of continuous service as of September 30th, 1971 or thereafter, must as a condition of employment pay the equivalent of monthly union dues to the Union, provided however, that if a person is rehired within a period not exceeding four (4) months after cessation of a period of employment, such intervening period shall not be counted as a break in his term of employment for the purposes of this paragraph only, and it is clearly understood and agreed that it is not necessary for any new employee to actually join the Union provided the amount of monthly union dues is paid.

Arrow Electric Ltd. / Christian Labour Association

Neither the Employer nor the Union will compel employees to join the Union. The Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, any new employee will be referred by the Employer to a Steward or a Union Officer or CLAC Business Agent in order to give such Steward or Union Officer or CLAC Business Agent an opportunity to describe the Union's purposes and representation policies to such new employee . . . . No employee is required as a condition of his employment to become a member of the Union or to authorize the deduction of Union dues from his pay . . . . The authorization shall be subject to cancellation by the employee through a written notice with reasons delivered to the Employer and the Union at least thirty (30) days before the effective date of cancellation.

Refrigeration and Air Conditioning Contractors' Association of Alberta / United Association of Journeymen and Apprentices of the Refrigeration Industry

All refrigeration mechanics, apprentices and newly hired employees covered under this agreement's terms shall, within thirty days of employment, apply

for membership in the union *or in lieu of applying, pay the regular monthly dues*, as set by the Union, for costs incurred on their behalf for collective bargaining.

Hiring Hall

Sudbury Mechanical Contractors Association / Sheet Metal Workers' International Association

The Employer agrees to hire only members of Local 504 as long as the Union is able to supply mechanics to take care of the needs of the Employer, and the Company when hiring shall give the Union fair notice of their requirements, which shall be at least five (5) regular working days. If the Union cannot supply mechanics who are members of the S.M.W.I.A. Local 504, the Union will supply mechanics who are members of the S.M.W.I.A. belonging to sister Locals.

Grey County General Contractors (Ontario) / United Brotherhood of Carpenters

The Employer agrees to employ only qualified and competent members of the Union and recognizes the Union as the sole agency for the supply of tradesmen under the jurisdiction of the Union. In the event the Union is unable to supply qualified and competent tradesmen to meet the Employer's requirements within forty-eight (48) hours (holidays, Saturdays and Sundays excluded), then the Employer may hire qualified and competent tradesmen provided they are willing and eligible to become members of the Union . . . . Such trademen shall report in person to the Union office before commencing work to secure a referral clearance.

Various Lathing and Plastering Contractors (Alberta) / Wood, Wire and Metal Lathers' International Union

When in need of journeymen Lathers or apprentices for work of the kind covered by this agreement, the Employer shall, on each job, first request the Local Union to refer the needed employees from the hiring list maintained by the Local Union. If the Local Union is unable to secure and refer needed journeymen lathers and apprentices who are qualified to perform the work, within twenty-four (24) hours after the request, the Employer shall secure needed employees, provided these employees be first placed on "Permit" from the Union office. The Employer shall remove from his payroll all employees hired under "Permit" from the Union and replace by journeymen and apprentices who are bonafide members of the Union, when they become available.

Modified Hiring Hall

Toronto Contracting Plasterers' Association / Operating Plasterers' Union

The Employer shall employ only members in good standing with Local 48 during the term of this agreement, and Local 48 shall give reference to

supplying members in good standing to the Employer on a fifty-fifty basis, that is to say, for each member employed by the employer, one member must be hired through the Local Union Office. The producing of a working membership card, or a signed permit issued by designated officials of Local 48, shall be accepted as a guarantee of membership. Any applicant failing to identify himself with the above-mentioned credentials shall be referred to Local 48 before being hired, or commencing to work.

Thunder Bay Construction Association / United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada

It will also be the Employer's prerogative to rehire any man out of the work list who was employed by the Employer for a period of six (6) months prior to lay off, but said employee must be rehired within a three (3) month period, starting at the lay off date.

Sarnia Road and Sewer and Watermain Association / International Operating Engineers

The Company shall have the prerogative, when adding to its working force to first rehire any employees who have been employed by the Company during the preceding twelve (12) months, providing such employees are members in good standing of the Union.

B.C. Construction Labour Relations Association / B.C. Provincial Council of Carpenters

When carpenters or millwrights are required, foremen excepted, they shall be hired through the Union. The employer will be allowed to rehire by name request members who have worked for the employer within the previous twelve (12) months. Should the Union be unable to fulfill an order within twenty-four (24) hours, the Employer may obtain such workmen elsewhere, it being understood that such workmen, by meeting union and tradesmen qualifications, shall join the Union within two (2) weeks and remain members of the Union as a condition of continuing employment.

Preferential Hiring

Toronto Asphalt and Concrete Contractors / Teamsters and Labourers

In the hiring of new employees, the employer will give preference to those applicants who are members of the unions comprising the Council over those who are not.

Group of Lathing Contractors (Regina, Saskatchewan) / Wood, Wire and Metal Lathers' International Union

Members of the Union shall be given preference of employment when said members are available. Members of the Union shall accept, in preference, employment with employers signatory to this Agreement. No employee shall,

while in the employ of the Employer, accept or perform any work of the trade or trades in competition with the employer or with any other employer having or not having an Agreement with the Union. Any member found breaking this clause shall be subject to disciplinary action.

Local Union Preference

Peterborough Mechanical Contractors' Association / Plumbers' and Pipe Fitters' Union

Employers shall give members of Local 813, or Journeymen and Apprentices willing and eligible to become members of Local 813, preference in employment.

Thunder Bay Construction Association / International Association of Bridge, Structural and Ornamental Iron Workers

When it becomes necessary for the Union to supply to the Contractor other than members of Local Union 759, it will be with the understanding that they will be replaced when local members become available, with the understanding that there will be no additional cost to the Employer.

Right to Refuse to Work with Nonunion Members

B.C. Construction Labour Relations Association / Wood, Wire and Metal Lathers Union

The Union reserves the right to render assistance to labour organizations including the removal of its members from jobs when necessary. Refusal on the part of the Union members to work with non-union employees shall not be deemed as a breach of this Agreement. In all such cases the Employer will be given reasonable prior notice.

Lakehead Builders' Exchange / Bricklayers, Masons and Plasterers' International Union

Members of the Union shall not work under a Foreman who is not a practical bricklayer or stone mason or who is not a member of Local 25 of the Bricklayers, Masons International Union.

Windsor Electrical Contractors / Brotherhood of Electrical Workers

This Agreement does not deny the right of the Union to render assistance to other Labour Organizations by removal of its members if the Union decides to do so, but no such removal shall take place until notice is first given to the Employer involved.

Thunder Bay Construction Association / Operative Plasterers' and Cement Masons' International Association

No member of Local No. 344 will be allowed to work alongside or with a non-union plasterer with the exception of those paying initiation dues.

Contracting-Out

A May Contract-Out as Long as Union Members Are Employed.

Metro Toronto Road Builders Association / Operating Engineers

The Companies each agree not to subcontract asphalt or concrete paving or curb and gutter work to subcontractors, other than those who employ members of the Union.

Oshawa and District Construction Exchange / Labourers' Union

The Employer agrees to engage only subcontractors who employ members of Local 597 for labourers' work under this Agreement.

Toronto Construction Association / Plasterers' Union

In cement finishing work as defined herein on building construction, the Employer agrees to engage only subcontractors who employ members of Local 598 of the Operative Plasterers and Cement Masons International Association of the United States and Canada.

B May Contract-Out but Subcontractors Must Abide by Terms of the Agreement.

Sarnia Construction Association / Plasterers' Union

All Employers when sub-letting any phase or part of the contract work shall do so in accordance, and consistence with Article 2: of this Agreement and will require subcontractors to follow the National Joint Board rules in assignment of work. Article 2: All parties to this Agreement agree to co-operate fully in every legal and proper way to establish and maintain in the Construction Industry and within the territory in which they shall operate, a code of ethics and fair practices which *will ensure compliance with the intent and spirit of this Agreement as well as its specific terms and conditions*, and to direct their efforts individually and collectively as circumstances may warrant and justify, to the elimination of destructive work practices and unfair competition.

Greater Windsor Home Builders Association / Painters' Union

The Employer agrees that he shall not sub-contract any job or work coming within the jurisdiction of scope of the Union that he has contracted or won a bid to perform unless that sub-contractor or other party is a party to a Collective Agreement which incorporated wages, hours and working conditions as are specified in this Agreement and that it has been agreed to by the Joint Trade Board where such work is being performed.

Others

Forming Contractors Association of Metro Toronto / Operating Engineers

Further the Employers agree to engage only those sub-contractors who are

in contractual relations with the Union to perform work set out in the classification of the Agreement.

Hamilton Road, Sewer and Watermain Contractors / Operating Engineers

The Company agrees that all sub-contractors shall abide by the terms and conditions of this Agreement with regard to wages and hours of work.

Number of Men on Specific Job

B.C. Construction Labour Relations Association / International Brotherhood of Electrical Workers

A Journeyman will not be allowed to work on high voltage alone, or in a hazardous position alone, but must be accompanied by another Journeyman. 450 volts A.C. or 300 volts D.C. to be considered high voltage for wiremen. Cable Splicers shall not work on live cables where the difference in potential is more than 300 volts between the conductor and ground.

Sarnia Electrical Contractors / International Brotherhood of Electrical Workers

When an Employee is requested to work on live 440 volts or more, there shall be another competent person with him to assist in case of emergency.

Crane Rental Association of Ontario / Operating Engineers

At the discretion of the hoisting engineer an oiler driver may be required to act as his signalman.

Toronto Construction Association / Operating Engineers

Mobile truck-cranes to be manned by an engineer and a driver except for "self-propelled" types and hydraulic cranes under 25 tons where only an engineer is required; however, where a driver is required on such hydraulic cranes he shall be a member of the Union.

Windsor Construction Association / Bricklayers' and Masons' International Union

Where it becomes necessary to use masonry units, concrete blocks or marble weighing over forty pounds (40 lbs.) it will require two (2) members to lay same.

Windsor Construction Association / Structural Ironworkers

No less than six (6) men and a Working Foreman or Pusher shall be employed around any guy or stiff leg derricks used on steel erection. Not less than four men and a Working Foreman shall be employed on or around mobile power operated rigs of any description, used on structural steel erection. When mobile or power operated rigs are used for other than structural steel erection the number of men required on said rigs shall be

determined by the Working Foreman or Pusher who shall keep in mind the safe and efficient operation of the job . . . . It is understood and agreed that when employees so employed on the loading and unloading, shaking out for erection and erecting of structural steel that no less than four and a Working Foreman will be employed.

Kenora–Rainy River Contractors' Association / Electrical Workers

The diver shall not perform any diving operation without being assisted by a qualified diving assistant acceptable to the diver, and the diver assistant shall be supplied by and paid by the Employer.

Jurisdiction of Trade

A Reference to U.S. Parent Union and/or U.S. Joint Board

Windsor Construction Association / Labourers' Union

The Employer recognizes the jurisdiction claims of the Union as provided for in the Charter Grant issued by the American Federation of Labor to the Building Trades Council Affiliates, it being understood that the claims are subject to trade Agreements and final decisions of the AFL-CIO as well as the decisions rendered by the National Joint Board for Settlement of Jurisdictional Disputes.

B.C. Construction Labour Relations Association / Lathers' Union

5 (i) decisions of the Authority to be established for the settlement of jurisdictional disputes in the construction industry in the Province of British Columbia;

(ii) International agreements between unions, decisions of record or agreements of record as set out in the booklet "Plan For Settling Jurisdictional Disputes, Nationally and Locally as Provided by the Building and Construction Trades Department, A.F.L.-C.I.O."

(b) If no decision, order or international agreement exists, or no agreement of record or decision of record applies to the work, the Employer shall assign the work in accordance with the "Procedural Rules of the National Joint Board for Settlement of Jurisdictional Disputes". The offended trade may then apply to the National Joint Board for the Settlement of Jurisdictional Disputes for a decision as to which trade the work belongs, and the decision of the National Joint Board for the Settlement of Jurisdictional Disputes shall be final and binding. The Contractor will be held responsible for ensuring that all sub-contractors assign work strictly in line with the foregoing method and to enforce such jurisdictional awards as may be rendered through this method.

(c) Both Parties agree that any forthcoming Agreement entered into and ratified by Construction Labour Relations Association and the B.C. and Yukon Building Trades Council in regard to Jurisdictional Disputes will become operative in regard to this Agreement upon such ratification.

Oshawa and Port Hope Electrical Contractors / Electrical Workers

In all matters of Jurisdictional disputes the latest edition of the "Green Book" as published by the American Federation of Labor affecting the Building Trades shall govern.

Canadian Lead Construction Association / Plumbers and Pipefitters

The Union agrees that in the event of any jurisdictional dispute arising between the various Unions with reference to the jurisdiction over the work or any classification of employment, such dispute shall be settled by the Unions concerned in accordance with the practices of the Building and Construction Trades Department of the American Federation of Labor, Congress of Industrial Organizations, without permitting the same to interfere in any way with the progress and prosecution of the work.

Lakehead Sheet Metal Contractors' Association / Sheet Metal Workers

Jurisdictional controversies affecting or involving parties to this Agreement shall be settled in accordance with the provisions and intent of agreements between the Sheet Metal Workers' International Association and other national or international unions directly involved or by decisions rendered by regularly constituted authorities recognized by the Sheet Metal Workers' International Association.

B Reference to Labour Relations Boards or Their Equivalent in Canada

Sprayed Fireproofing Association / Labourers' Union

When a work claim dispute arises between the Union which is a party to this Agreement and any other Union, person or organization which cannot be settled to the satisfaction of all parties concerned, such a dispute shall immediately be processed as a complaint under Section 66(1) of the Labour Relations Act, Revised Statutes of Ontario 1966, Chapter 202, as amended, and in the meantime work will be assigned by the Employer.

Hamilton Sheet Metal Contractors' Association / Sheet Metal Workers

Jurisdictional controversies affecting or involving the parties to this Agreement shall be settled by the Jurisdictional Dispute Commission as provided for in Section 66(1) of the Labour Relations Act, Revised Statutes of Ontario 1966, Chapter 202, as amended.

Use of Tools

A No Restrictions

Lambton Plastering and Lathing Association / Plasterers' Union

There shall be no restrictions as to the use of machinery and tools. All tools or machinery of whatsoever kind may be used for the manufacture of any material entering into the construction of building, except prison made. The use of stilts shall be prohibited.

Hamilton Electrical Construction Association / Electrical Workers

The Union shall not restrict the use of labour-saving tools or work simplifying machinery or equipment, but they must be operated by the Union.

B Restrictions

Sudbury Electrical Contractors' Association / Electrical Workers

The Contractor shall not supply or require employees to use high velocity power actuated tools except as approved by the Construction Safety Association regulations in the use of such high velocity tools.

Crane Rental Association of Ontario / Operating Engineers

Helicopters required to replace other types of hoisting equipment normally operated by members of the Union shall not be used without clearance under permit from the Union, based on a maximum fee of $25.00 per day.

Belleville Sheet Metal Contractors / Sheet Metal Workers

Only low velocity ram-set guns are to be used, and no employee will be required to use a high velocity ram-set gun.

Ottawa Construction Association / Plasterers' Union

Grinding of concrete ceilings is to be performed by giraffe method only, where possible.

Management Rights and Technological Change

Refrigeration and Air Conditioning Contractors' Association of Alberta / Plumbers and Pipefitters

a. The management of the Company and the direction of the working force are vested solely and exclusively in the Company and shall not in any way be abridged except by specific restrictions as set forth in this Agreement.

b. The Company hereby retains the sole and exclusive control over any and all matters concerning the operation and management and administration of its business, the determination of the location, relocation, or termination of

any or all of its facilities including, without limitation, the determination of the products to be manufactured, materials to be used or the services to be rendered at any and all such locations: the determination as to whether components, piece parts or complete manufactured units or other services or other work shall be sub-contracted or purchased; the direction, instruction, and control of employees including but not limited to the determination of the number and qualifications, both technical, physical, and medical of employees to perform work, the determination of the quality and quantity standards, and the required employee performance in all job classifications to such standards, the assignment of work or overtime, the right to select, hire, lay off, reclassify, up-grade, promote, transfer; the right to discharge, discipline, and suspend for cause; the right to determine job content and create new job classifications; the right to combine and/or eliminate job classifications; the right to contract work; the right to determine the processes, methods, and procedures to be employed including technological change; the right to make and enforce rules including safety matters and to perform all other functions inherent in the administration and control and/or direction of business except as expressly and specifically limited by the terms of this Agreement.

c. The foregoing enumerations of Management's rights shall not be deemed to exclude other rights of Management not specifically set forth, the Company therefore retains all rights not otherwise specifically covered by this Agreement irrespective of whether or not the same have been heretofore exercised.

B.C. Construction Labour Relations Association / Electrical Workers

The Local Union agrees that there shall be no restrictions on the use of labour saving machinery or equipment on the job. However, any such machinery or equipment shall be operated by members of the Local Union.

Sarnia Road, Sewer and Watermain Contractors Association / Operating Engineers

. . . management shall have the right to: conduct its business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, curtail or cease operations, *to determine the kinds and locations of machines, tools, and equipment to be used* and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency; . . .