

Attachment #2

City of Burnaby Fair Wage Policy

City of Burnaby Fair Wages Policy

1. This Fair Wage Schedule shall constitute a Contract Document and shall form part of the Special Provisions of the Contract.
2. The City has adopted a range of total dollar figures between the total of wages plus remuneration paid by employers signatory to collective agreements with the building trade unions and has defined any total figure that falls within this range as Fair Wages. Any Contractor, Subcontractor, or other person paying less than wages and remuneration currently paid by employees signatory to collective agreements with the building trade unions would not, in the City's opinion, be paying generally current wages and remuneration and any tender submitted on such a basis will be rejected. Therefore, the City has established the rates tabulated in the attached - Schedule A, as the minimum wages and remuneration to be paid by any Contractor, Subcontractor, or other person undertaking construction, renovation, repair or demolition work which is contracted for by the City.
3. The rates of wages and remuneration shown in Schedule A, are those in effect at the time of tendering for the major trades in the commercial/institutional sector in B.C. The schedule identifies a total package summary which is the wage package plus all funds except the Contract Administration Fund.
4. Wages shall be defined as the salary or wages paid expressed as an hourly rate but excluding benefits and premiums to the basic hourly rate.
5. Remuneration in Schedule A shall be defined as payroll burden, including, payments for vacation pay, statutory holiday pay, medical, dental, extended health, life insurance, and long-term disability payments, pensions, and construction industry trust funds. Remuneration does not include WCB, EI and CPP which shall be paid in addition to the totals shown in Schedule A.

The total of wages and remuneration shall not include allowances for dirty pay, danger pay, first aid pay, shift differential, overtime, standby, call-out, or other allowances provided to a worker.

6. It is the Contractor's responsibility to ensure that all employees of the Contractor, any Subcontractor, or any other employer doing or contracting to do the whole or any part of the Work herein provided for shall, during the continuance of the Work, be paid such wages and remunerations as specified in the City's FAIR WAGE SCHEDULE, current at the time of tendering.

In case the Contractor or any Subcontractor or other employer makes default in the payment of Fair Wages, as specified in the City's FAIR WAGE SCHEDULE, to any worker, mechanic, artisan, or labourer employed on the Work, or in payment of any sum due by the Contractor or Subcontractor or other employer for labour done by such worker, mechanic, artisan, or labourer, if the claim of such wages or sum is filed with the City prior to completion of the Contract and satisfactory proof thereof is furnished, the City may cause the same to be paid to the extent of any monies or security at the time of the filing of the claim in the hands of the City for securing the performance of the Contract. Any sums paid by the City shall be a debt due to the City from the Contractor and recoverable by action or set-off against any money due from the City to the Contractor.

The City may also deduct from the Contract Price all applicable city staff costs over and above a reasonable allowance which would be required to investigate and resolve issues pertaining to non-compliance of the Fair Wage Schedule.

The Contractor shall comply with all laws and regulations in any way affecting those engaged or employed in the Work or the conduct of the Work and shall protect and save harmless the City from and against all claims, or demands arising out of or based on the violation of any such laws or regulations.

The Contractor's, Subcontractor's or other employer's payrolls, time-books, books of account, invoice, receipts and statements shall be at all times open for inspection and extract by authorized representatives of the City, who shall be assisted in every possible way by the

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Contractor and/or the Subcontractor and/or other employer. Payroll records shall comply with the requirements of the Employment Standards Act, R.S.B.C. 1996 ch. 113. sections 27 and 28.

Where there is any dispute between a worker and the Contractor, Subcontractor or other employer as to the payment of Fair Wages, and the Contractor, Subcontractor or other employer refuses or is unable to produce normal employment records to verify its position, the City shall be entitled to accept the worker's claim.

7. It is the City's opinion that a total dollar amount of wages and remuneration equal to or exceeding those that are in effect, at the time of tendering, paid by employers signatory to collective agreements with the building trade unions are, in fact, wages and remuneration generally current in each trade for competent workers in the City. However, should it be determined by the Minister of Labour, or a Court of Law, that such rates contained herein are more or less than generally current, the Contractor shall pay those wages and remuneration determined to be generally current. If the rates specified herein are determined to be less than those generally current, the City shall reimburse the Contractor the audited difference between the rates. Should the rates specified herein be determined to be more than those generally current, the Contractor shall reimburse the City the audited difference between the rates.
8. This Fair Wage Schedule shall apply to all Subcontractors or other employers doing or contracting to do the whole or any part of the Work herein provided for and the Contractor shall obtain the agreement of all such Subcontractors and other employers that they are bound hereby and the Contractor shall enforce the provisions of this Fair Wage Schedule with regard to any Subcontractor's or other employer's employee.
9. Prior to Contract execution, the Contractor shall provide to the City, fully completed and compliant, a Schedule B – Contractor's Compensation Schedule and, for every Subcontractor and other employer doing or contracting to do any part of the Work, a Schedule C – Subcontractor's Compensation Schedule.

The wages and remuneration shown in the Schedule B and each Schedule C must not be less than the minimum specified in the City's Fair Wage Schedule.

Any Subcontractor or other employer submitting a Schedule C indicating wages and remuneration less than the minimum specified in the City's Fair Wage Schedule shall be considered not acceptable, and the City will not give consent to the Contractor to assign, sublet, or let that portion of the Work.

10. Prior to the payment of any progress payments after the first progress payment, the Contractor shall supply a statutory declaration certifying that the requirements of this Fair Wage Schedule have been fully complied with, as well as all requirements of the Employment Standards Act. The submission of such a statutory declaration is a condition precedent to any payment.
11. Prior to the payment of the final progress payment and prior to Substantial Performance, the Contractor, Subcontractors, and all employers with employees who were engaged in the Work shall provide, at their expense, a Report on Contract Compliance, completed by a certified professional accountant (ie. CGA, CA or CMA). Provided however, that the City may in its absolute discretion accept from a Subcontractor or other employer, in lieu of a completed Schedule D, a statutory declaration certifying that the requirements of this Fair Wage Schedule have been fully complied with where the City does not consider that the total value of the Work performed by such Subcontractor or other employer justifies the cost of providing a completed Schedule D. Where the City is requested to exercise such discretion and declines to accept a statutory declaration in lieu of a completed Schedule D it shall not be required to give reasons for its decision.
12. The Contractor shall continuously display in a conspicuous location at the workplace, and for the duration of the Contract, a completed copy of this Fair Wage Schedule in its entirety.

NOTE: Schedules B, C & D are contained within the individual tender documents and are not posted on the City's website.