

2.0 SGC 27 FAIR WAGE SCHEDULE

1. This Fair Wage Schedule shall constitute a *Contract Document* and shall form part of the General Conditions of the *Contract*.
2. The *Owner* has adopted a range of total dollar figures between the total of wages plus remuneration paid the *Owner's* employees under the current agreement between C.U.P.E. and the *Owner* and 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. In accordance with this schedule, every *Contractor*, *Subcontractor*, or other person is bound to pay generally current wages. Consequently, any *Contractor*, *Subcontractor*, or other person paying less than the lower amount in the *Owner's* range would not, in the City's opinion, be paying generally current wages and remuneration and any tender submitted on such a basis may be rejected. Therefore, the *Owner* has established the rates tabulated in Schedule A, attached, as the minimum wages and remuneration to be paid by any *Contractor*, *Subcontractor*, or other person undertaking contracted work with the *Owner* for construction, remodelling, repair or demolition of *the Owner's* works.
3. The rates of wages and remuneration shown in Schedule A, are those in effect at the time of tendering under the *Owner's* Collective Agreement with the Canadian Union of Public Employees, Local 23 (Burnaby Civic Employees), Outside Workers' Division. The remuneration has been calculated at 43.40% of the rate of wages shown for each specific classification.
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 shall be defined as payroll burden, including, payments for WSBC, EI, and CPP, vacation pay, statutory holiday pay, medical, dental, extended health, life insurance, and long-term disability payments.

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 *Subcontractors* 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 *Owner'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 *Owner'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, the *Owner* may do one or more of the following:

- a) deem the failure to be an uncorrected default under the *Contract* for the purposes of GC15.2.3 and terminate the *Contract*;
- b) suspend any or all payments due to the *Contractor* until the *Contractor* or *Subcontractor* or other subcontractor or employer is in compliance with the FAIR WAGE SCHEDULE
- c) withhold payment from the *Contractor* of a sum equal to the difference between the amount paid as wages or other compensation and the amount that should, pursuant to the FAIR

WAGE SCHEDULE, have been paid as such wages or other compensation until the *Contractor* or *Subcontractor* or other subcontractor or employer has demonstrated, to the Owner's satisfaction, compliance with the Fair Wage Schedule

- d) deduct and retain from any payments due to the Contractor under the Contract any amounts which in the opinion of the *Owner* should have been paid as wages or other compensation under the FAIR WAGE SCHEDULE
- e) if all payments under the Contract have been paid to the Contractor, seek recovery as a debt owing to the *Owner* the sum equal to the difference between the amount paid as wages or other compensation and the amount that should, pursuant to the FAIR WAGE SCHEDULE, have been paid as such wages or other compensation.

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 *Owner* from and against all claims, or demands arising out of or based on the violation of any such laws or regulations.

The *Contractor's* or *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 *Owner*, who shall be assisted in every possible way by the *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.

7. It is the *Owner'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, under the agreement between the *Owner* and the Canadian Union of Public Employees, Local 23 (Burnaby Civic Employees), Outside Workers Division, are, in fact, wages and remuneration generally current in each trade for competent workers in the City of Burnaby. 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 *Owner* 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 *Owner* the audited difference between the rates.
8. This Fair Wage Schedule shall also apply to all *Subcontractors* and other employers doing or contracting to do the whole or any part of the *Work* 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 *Owner*, 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 *Owner's* Fair Wage Schedule.

10. Prior to the payment of any progress payments, 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 Substantial Performance progress payment, the *Contractor*, all *Subcontractors* and all employers with employees who were engaged in the *Work* shall provide, at their expense, a Report on Wages and Employment Standards Compliance (Schedule D, attached) completed by a certified professional accountant (ie. CGA, CA or CMA). Provided however, that the *Owner* 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 *Owner* 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 *Owner* 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.
13. Submission of a Schedule B or Schedule C to the *Owner* that is not in compliance with the Fair Wage Schedule shall not relieve the *Contractor* of its obligations hereunder or preclude the *Owner* at any time from exercising its rights under this Fair Wage Schedule.
14. Where there is a discrepancy between the Fair Wage rate under this Fair Wage Schedule and the Living Wage rate calculated in accordance with the Living Wage Schedule (see SGC 28 below), the higher wage rate will apply.

INSTRUCTIONS FOR COMPLETING CONTRACTOR'S SUBCONTRACTOR'S COMPENSATION SCHEDULE

1. Under classification, list each class of work to be performed on the site by employees of the *Contractor*, or *Subcontractor*, as the case may be.
2. Under wages, list the amount paid in dollars per hour to each class of employee on an hourly basis. Each employee shall be paid the applicable hourly rate for the specific class of work performed.
3. Under remuneration, list the cost in dollars per hour, of all payroll burdens as defined elsewhere in this Schedule.
4. Under total dollar value of wages plus remuneration, list the total in dollars per hour, of the previous two columns, wages and remuneration.
5. A separate *Subcontractor's* compensation schedule (Schedule C) shall be completed for each *Subcontractor* or other employer intended to be employed on the Work. Each Schedule C need not be submitted at the time of tendering, but must be submitted prior to *Contract* execution.

SCHEDULE A - The City of Burnaby's Compensation Schedule				
(Effective 2021 Jan 01 – 2021 Dec 31)				
Classification	Description	Wages (\$/hr)	Remuneration (\$/hr)	Total Dollar Value of Wages Plus Remuneration (\$/hr)
Asphalt Raker	Distributes asphalt mix over road surface on new paving projects as well as for road maintenance using a variety of tools. Assists in directing other workmen.	30.71	13.76	44.47
Concrete Finisher	Uses standard finishing tools on a variety of concrete maintenance and construction projects. Some independence is allowed. Occasionally advises other workmen as to mix or placement of material.	31.70	14.20	45.90
Equipment Operator (Light Equipment)	Operates, tends, adjusts and maintains light equipment such as street sweepers, compactors, flail mower, rubber-tired backhoe. May assign work to assist subordinates engaged in tasks related to equipment operation.	33.71	15.10	48.81
Equipment Operator (Heavy Equipment)	Operates, tends, adjusts and maintains large power operated shovels, track backhoes, cranes. Considerable responsibility for safe operation of equipment. May be required to perform minor supervisory duties.	35.69	15.99	51.68
Foreman	Supervisory work involving the installation of underground and surface works. Exercises a considerable degree of judgement, initiative and independent action. Plans, assigns, schedules, inspects and may participate in the work of truck drivers, equipment operators and labourers engaged in the	41.16	18.44	59.60

SCHEDULE A - The City of Burnaby's Compensation Schedule (Effective 2021 Jan 01 – 2021 Dec 31)				
Classification	Description	Wages (\$/hr)	Remuneration (\$/hr)	Total Dollar Value of Wages Plus Remuneration (\$/hr)
	work. Determines needs for materials and equipment required to complete projects according to specifications, size and nature of the project. Ensures the safety of work crews and the public.			
Form Setter	Sets wooden forms for construction or maintenance of a variety of concrete applications. Directs activities of labourers as required.	32.77	14.68	47.45
Labourer 2	Routine manual work entailing considerable physical effort and agility. No special training or previous experience.	29.71	13.31	43.02
Labourer 3	Variety of semi-skilled tasks including installation of culvert, regrading, repair of sidewalks and boulevards. Uses motorized compacting machine, ie. grademan or pipelayer.	30.21	13.53	43.74
Tradesman 2	Skilled work at the journeyman level of automotive bodyman, carpenter, mechanic, painter, machinist or electrician.	40.46	17.42	57.88
Truck Driver 2	Skilled, routine truck driving work. Operating single axle vehicles of gross vehicle weight of 24,000 lbs. and over.	31.51	14.11	45.62
Truck Driver 3	Operation of tandem axle dump trucks of gross vehicle weight of 41,000 lbs or more.	31.88	14.28	46.16
Watchperson	Routine custodial work safeguarding City property from damage, loss, fire or intrusion.	28.65	12.84	41.49

SCHEDULE A - The City of Burnaby's Compensation Schedule (Effective 2021 Jan 01 – 2021 Dec 31)				
Classification	Description	Wages (\$/hr)	Remuneration (\$/hr)	Total Dollar Value of Wages Plus Remuneration (\$/hr)
Apprentices	Performs a variety of semi-skilled or skilled tasks and attend regularly at classes to learn a trade as part of a recognized apprenticeship program.	1st 6 months - 70% of Tradesman 2 2nd 6 months - 72.5% of Tradesman 2 3rd 6 months - 75% of Tradesman 2 4th 6 months - 77.5% of Tradesman 2 5th 6 months - 80% of Tradesman 2 6th 6 months - 82.5% of Tradesman 2 7th 6 months - 85% of Tradesman 2 8th 6 months - 90% of Tradesman 2		
		In addition to the rates established above, apprentices are entitled to a total compensation package equivalent to 44.80% of these rates.		