

# **TENDER DOCUMENTS**

## **SECTION 9 LABOUR CONDITIONS**

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## SECTION 9 LABOUR CONDITIONS

### 9.1 INTERPRETATION

9.1.1 In these Conditions

9.1.1.1 “Act” means the Fair Wages and Hours of Labour Act;

9.1.1.2 “Regulations” means the Fair Wages and Hours of Labour Regulations made pursuant to the Act;

9.1.1.3 “Contract” means the Contract to which these Labour Conditions are part;

9.1.1.4 “Contracting Authority” means the department of Government or a crown Corporation that is an agent Her Majesty with whom the Contract is made;

9.1.1.5 “**Contractor**” means the person who has entered into the Contract with the contracting authority;

9.1.1.6 “Regional Director” means the director of a regional office of the Department of Human Resources and Skills Development or the director’s designated representative;

9.1.1.7 “Inspector” has the meaning assigned to the term by Part III of the Canada Labour Code;

9.1.1.8 “Minister” means the Minister of Labour of Canada;

9.1.1.9 “Persons” means those workers employed by the contractor, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the Contract;

### 9.2 GENERAL FAIR WAGE CLAUSE

9.2.1 All persons in the employ of the **Contractor**, subcontractor, or any other person doing or contracting to do the whole or any part of the work contemplated by the Contract, shall during the continuance of the work;

9.2.1.1 be paid fair wages that is, such wages as are generally accepted as current for competent workers in the district in which the work is being performed for the character or class of work in which such workers are respectively engaged; and

9.2.1.2 in all cases, be paid no less than the minimum hourly rate of pay established by the Labour Program of the Department of Human Resources and Skills Development in the Fair Wage Schedules which form a part of this Contract as Appendix A to these Labour Conditions; and

- 9.2.1.3 for contracts covering work performed in the province of Quebec, be paid at least the wage rates established by the construction industry by way of all applicable collective agreements and by the Mohawk Council of Kahnawake by way of the applicable *Fair Wage and Conditions Agreement for Works on all Bridges Structures, Bridges' Components and Approachways in the Mohawk Territory of Kahnawake*.
- 9.2.2 Where there is no wage rate in the schedules referred to in paragraph 9.2.1 for a particular character or class of work, the **Contractor** shall pay wages for that character or class of work at a rate not less than the rate for an equivalent character or class of work.
- 9.2.3 Where during the term of the Contract, the **Contractor** receives notice from the Contracting Authority of any change in wage rates, the **Contractor** shall pay not less than the changed wage rate beginning on the first day after receipt, by the **Contractor**, of the notice of the change in wage rates.

### 9.3 HOURS OF WORK

- 9.3.1 The hours of work in a day and in a week of persons employed in the execution of the Contract, including the hours of work in excess of which a person shall be paid overtime at a rate at least equal to one and one half times the fair wage, are the hours of work for the province in which the work is being performed as set out from time to time in an Act of that province.
- 9.3.2 The daily or weekly hours of work referred to in paragraph 9.3.1 may be exceeded in accordance with the applicable provincial law.

### 9.4 LABOUR CONDITIONS TO BE POSTED

- 9.4.1 For the information and the protection of all persons, the **Contractor** agrees to post and keep posted, in a conspicuous place on the premises where work contemplated by the Contract is being carried out or on premises occupied or used by persons engaged in carrying out such work, a copy of this Section 9 *Labour Conditions*, and a copy of the applicable Fair Wages Schedules along with any subsequent changes.

### 9.5 THE CONTRACTOR TO KEEP RECORDS WHICH ARE TO BE KEPT OPEN FOR INSPECTION

- 9.5.1 The **Contractor** agrees to keep books and records showing the names, addresses, classifications of employment and work of all workers employed under the Contract, the rate of wages to be paid, the wages paid and the daily hours worked by the workers.
- 9.5.2 The **Contractor** also agrees that the **Contractor's** books, records and premises will be open at all reasonable times for inspection by an Inspector.

9.5.3 The **Contractor** also agrees to furnish the Inspector and the Contracting Authority, on request, with such further information as is required to ascertain that the requirements of the Act, the Regulations and the Contract with respect to wages, hours of work and other labour conditions have been complied with.

## 9.6 DEPARTMENTAL REQUIREMENTS BEFORE PAYMENTS MADE TO CONTRACTOR

9.6.1 The **Contractor** agrees that the **Contractor** will not be entitled to payment of any money otherwise payable under the Contract until the **Contractor** has filed with the Contracting Authority in support of a claim for payment a sworn statement:

9.6.1.1 that the **Contractor** has kept the books and records required by these Regulations;

9.6.1.2 that there are no wages in arrears in respect of work performed under the Contract, and

9.6.1.3 that to the **Contractor's** knowledge, all the conditions in the Contract required by the Act and the Regulations have been complied with.

9.6.2 The **Contractor** also agrees that, where fair wages have not been paid by the **Contractor** to persons employed under the Contract, the Contracting Authority shall withhold from any money otherwise payable under the Contract to the **Contractor** the amount necessary to ensure that fair wages are paid to all employees until fair wages are paid.

## 9.7 AUTHORITY TO PAY WAGES IN THE EVENT OF DEFAULT BY THE CONTRACTOR

9.7.1 The **Contractor** agrees that where the **Contractor** is in default of payment of fair wages to an employee, the **Contractor** will pay the Minister the amount the **Contractor** is in default.

9.7.2 The **Contractor** agrees that where the **Contractor** fails to comply with paragraph 9.7.1, the Contracting Authority will pay to the Receiver General, out of any money otherwise payable to the **Contractor**, the amount for which the **Contractor** is in default.

## 9.8 CONDITIONS OF SUBCONTRACTING

9.8.1 The **Contractor** and the subcontractor agree that in subcontracting any part of the work contemplated by the Contract, they will place in the subcontract the conditions respecting fair wages, hours of work and other labour conditions set out in the Contract and the requirements set out in article 9.4 *Labour Conditions to be Posted*. The **Contractor** further agrees that the **Contractor** will be responsible for carrying out these conditions in the event the subcontractor fails to carry them out.

## 9.9 NON-DISCRIMINATION IN HIRING AND EMPLOYMENT OF LABOUR

- 9.9.1 The **Contractor** agrees that in the hiring and employment of workers to perform any work under the Contract, the **Contractor** will not refuse to employ and will not discriminate in any manner against any person because
- 9.9.1.1 of that person's race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status;
- 9.9.1.2 of the race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, disability, conviction for which a pardon has been granted, or family status of any person having a relationship or association with that person, or
- 9.9.1.3 a complaint has been made or information has been given in respect of that person relating to an alleged failure by the **Contractor** to comply with paragraph 9.9.1.1 or 9.9.1.2.

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**END OF SECTION**