

WORKER'S RIGHTS

- (A) For the purpose of this,
- (i) “worker” shall include a mechanic, worker, labourer, owner and driver of a truck or other vehicle employed in the execution of the contract by the Contractor or by any **Subcontractor**.
 - (ii) “shop work” shall mean any work in performance of the **Contract** that is done in or at any factory, foundry, shop or place of manufacture not located at or upon the site of the **Work**, and not operated solely for the purpose of the **Work**; and
 - (iii) “field work”, shall mean all work in performance of the **Contract** that is not shop **Work**.
- (B) The Contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the **Contract** (and shall see that every owner of a truck or other vehicle employed by the Contractor or by any **Subcontractor** in the execution of the **Work** shall pay or cause to be paid weekly or Biweekly to each owner’s drivers) wages at the following rates, namely:
- (i) for workers employed in shop work,
 - (a) where a union rate exists for any class of work, such rate for the district or locality in which the work is undertaken; otherwise,
 - (b) the rate of wages prevailing in such district or locality;
 - (ii) for workers employed in field work,
 - (a) where the contractor is in contractual relationship with a union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the rate set out in the collective agreement between the Contractor and the Union; otherwise
 - (b) a rate of wages no less than the rate set out in the Schedule of Wage Rates from time to time filed by the **Manger, Fair Wage Office** in the office of the Clerk of the **City** after being first approved by the **Council**.

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- (c) the Board, through the provisions of its collective agreements require Contractors performing construction work for the Board ensure that said work be performed under the provisions of the current province-wide collective agreements covering the Industrial, Commercial and Institutional sectors of construction industry between:
- (i) The Carpenters' Employer Bargaining Agency and The Ontario Provincial Council, United Brotherhood of Carpenters and Joiners of America;
 - (ii) The Mechanical Contractors Association of Ontario and The Ontario Pipe Trades Council of the United Association of Journeymen and Apprentices of the Plumbing and Pipe-Fitting Industry of the United States and Canada;
 - (iii) The Electrical Trade Bargaining Agency of the Electrical Contractors Association of Ontario and The International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
 - (iv) Labour Relations Bureau of the Ontario General Contractors Association; Ontario Masonry Contractors Association; Industrial Contractors Association of Canada; Waterproofing Contractors Association of Ontario; Concrete Floor Contractors Association of Ontario; (hereinafter called the "Employer Bargaining Agency" or "E.B.A") of the first part; and The Labourers' International Union of North America and the Labourers' International Union of North America, Ontario Provincial District Council, on behalf of its affiliated Local Unions 183, 247, 491, 493, 506, 527, 607, 625, 837, 1036, 1059, 1081 and 1089. (hereinafter called the "Union") of the second part;
 - (v) The Ontario Painting Contractors Association, Acoustical Association Ontario, Interior Systems Contractors Association of Ontario and The International Brotherhood of Painters and Allied Trades and The Ontario Council of the International Brotherhood of Painters and Allied Trades; and
 - (VI) The International Alliance of Theatrical Stage Employees and Moving Picture Machine Operators of the United States and Canada, Local 58, Toronto.

Any work that is the work of union members represented by the said Councils or Brotherhood under the provisions of any one of the said collective agreements, shall in each such case be performed only by an employer bound by such agreement.

Any non-maintenance part(s) of the **Work** that is the work of union members for whom the said Council, Brotherhood, Association or Local Is the collective representative under the provisions of any one of the said collective agreements shall in each case be performed only by an employer owing contractual obligations to such representatives, unless such obligations do not prohibit performance of such part(s) of the **Work** by others.

(D) The Contractor shall

- (i) at all times keep a list of the names of all workers employed on the **Work** and a record of the rate of wages and of the amounts paid to each;
- (ii) from time to time, if demanded by the **Manager, Fair Wage Office**, furnish a certified copy of all pay sheets, lists, records and books relating to the **Work**, and keep the originals thereof open at all times for examination by such Manager; and
- (iii) at all times furnish and disclose to such Manager any other information respecting wages of workers that must be desired by the Manager in connection with the **Work**.

(E) In case of a jurisdictional dispute or dispute as to the rate of wages to be paid under the **Contract** or as to the amount to be paid to any worker, the decision of the **Manager, Fair Wage Office** shall be final and binding upon all parties.

(F) If the Contractor fails to pay any worker (or if any owner of a truck or other vehicle fails to pay any driver) wages at the rate called for in subarticle (B) the Board may pay any balance necessary to make up the amount that should have been paid and may charge such balance, together with an administrative fee not in excess of ten per cent of such balance, to the Contractor.

(G) The Contractor shall not compel or permit any worker engaged for the **Work**, to work more than the number of hours per day and the number of hours per week set out in the Fair Wage Schedule for the particular type of work involved except in cases of emergency, and then only with the written permission of the **CEO** or head of the Department having charge of the Work or the person then acting as such.

(H) THE CONTRACTOR SHALL ATTACH TO EACH OF THE **SUBSTANTIAL PERFORMANCE** PAYMENT CERTIFICATES (OR THE FULL COMPLETION PAYMENT CERTIFICATE, IF APPLICABLE) AND THE FINAL PAYMENT CERTIFICATE, A STATUTORY DECLARATION THAT THE REQUIREMENTS HAVE BEEN FULLY COMPLIED WITH.