

Toronto Community Housing Corporation

Fair Wage Policy

Application

1. The Toronto Community Housing Corporation (TCHC) Fair Wage Policy shall apply to all construction contracts with the TCHC.
2. The Toronto Community Housing Corporation (TCHC) Fair Wage Policy shall also apply to all general classification contracts for services with the TCHC.
3. Every contractor and sub-contractor shall be required to pay in total value an amount equal to or greater than those wages and benefits as set out in the Fair Wage Schedule of the TCHC Fair Wage Policy.
4. The provisions of the Fair Wage Policy apply equally to contractors and all sub-contractors engaged in work for the TCHC. A contractor is fully responsible for ensuring that all of its sub-contractors comply with the Fair Wage Policy and the Fair Wage Schedule. It is understood that contractors cannot sub-contract work to any sub-contractor at a rate lower than that established by this policy. Contractors or general contractors will be responsible for any violation or non-compliance issues arising from the engagement of any sub-contractor on TCHC work.

Definitions

Workers

“workers” means those persons employed by the contractor or sub-contractor in positions, classifications or trades identified in the Fair Wage Schedule for the performance of work on a contract with the TCHC.

Fair Wage Schedule

“Fair Wage Schedule” means the published schedule of wages and benefits for the performance of construction work on TCHC construction contracts and the performance of work set out in the general classifications,

Benefits

“Benefits” means a pension plan or RRSP’s (or equivalent), major medical plans, dental plans or an appropriate amount in lieu thereof as set out in the Fair Wage Schedule.

Contractor

“Contractor” means any person, firm or corporation having a contract with the TCHC for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract.

Sub-contractor

“Sub-contractor” means any person, firm or corporation performing work under an agreement with a contractor having a contract with the TCHC or an agreement under the contractor with another sub-contractor for the performance of work but does not include any person, firm or corporation that only supplies materials for the contract

Wages

“wages” or “rates of wages” means the basic hourly rate of pay as set out in the Fair Wage Schedule.

Fair Wage Policy and Provisions

5. The TCHC shall notify every person bidding on TCHC contracts of the existence of this Fair Wage Policy (and the Fair Wage Schedule) and shall provide copies of the same to such bidders.
6. The contractor and its sub-contractor shall be responsible for only those Fair Wage Schedule rates that exist as of the closing date of any tender.
7. For all applicable contracts with the TCHC, the contractor shall provide to the TCHC, in a form acceptable to the TCHC, a sworn statement confirming that the contractor and its sub-contractor(s) intend to comply with the Fair Wage Policy and Fair Wage Schedule and are in compliance with the Fair Wage Policy and the Fair Wage Schedule. These sworn statements shall be provided to the TCHC:

- (a) prior to the contract being awarded;
 - (b) along with any request for progress payments; and
 - (c) With respect to construction contracts, after substantial performance of the construction contract (as defined in the Construction Lien Act of Ontario) and prior to release of any hold back.
8. The TCHC reserves the right not to release all or part of any payment or any hold back on any contract until such contractor's applicable sworn statement of compliance is received and found to be satisfactory by the TCHC
9. The contractor or sub-contractor shall attach to all accounts rendered for payment of money upon the contract a record of payment to workers in compliance with this policy along with a statutory declaration affirming that the requirements of this policy have been fully complied with, including the employee notification requirement as set out in paragraph 22, by both itself and any sub-contractor providing services on the contract.
10. The contractor shall pay or cause to be paid weekly or biweekly to every worker employed in the execution of the contract wages at the following rates:
- (i) where the contractor or sub-contractor is in a contractual relationship with a Union recognized by the Ontario Labour Relations Board as the bargaining agent for the relevant workers, the applicable rate of wages set out in the collective agreement; and
 - (ii) where the TCHC is in a contractual relationship with a Union, as set out in the Fair Wage Schedule, the applicable rate of wages set out in the collective agreement; and
 - (iii) where there is no such contractual relationship, a rate not less than that set out for such work in the Schedule of Wage Rates as determined from time to time and published by the TCHC (hereinafter call the "TCHC Fair Wage Schedule")
11. The contractor or subcontractor shall comply with the *Ontario Human Rights Code* and without limiting the generality of the foregoing shall not discriminate against workers or applicants for employment as workers because of race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, age, marital status, family relationship and disability.

12. The contractor or subcontractor shall at all times comply with the TCHC's On-Site Health and Safety Policy and the *Occupational Health and Safety Act* and its regulations and take every precaution reasonable in the circumstances for the protection of workers. If the contractor sub-contracts any or all of the work to be performed, the contractor will ensure the sub-contractors are qualified to perform the work or services and comply with the *Occupational Health and Safety Act* and its regulations.

Records

13. The TCHC has the authority to request any information respecting wages or workers, names of workers, records of amounts paid to each, paysheets, original books, etc. that may be desired by the TCHC in connection with the work completed by a contractor or a sub-contractor.
14. **The contractor shall:**
 - (i) at all times keep a list of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees of all workers employed in the work and a record of the amounts paid to each;
 - (ii) from time to time, if demanded by the TCHC, provide a certified copy of all paysheets, lists, records, books or any other document or thing relating to the contractors employees and keep the originals thereof open at all times for examination by the TCHC; and
 - (iii) at all times furnish and disclose to the TCHC any other information respecting wages of workers that may be desired by the TCHC in connection with the contracted work.
15. The contractor shall, in any agreement with a sub-contractor, require the sub-contractor to ,
 - (a) keep records of the names, addresses, wages paid, benefits paid or provided and hours worked for all of its employees;
 - (b) make these records available for inspection by the TCHC upon request by the TCHC; and

- (c) require its sub-contractor to assume the same obligations in relation to their own employees.
16. When requested, the contractor or sub-contractor shall be required to provide the records referred to in paragraphs 13 and 14 within thirty (30) calendar days of the date the TCHC provides notice of such request.

Complaints and Enforcement

17. The TCHC shall have the authority to receive and investigate complaints as to any matter or thing relating to this Policy.
All complaints must be submitted in writing to the Director of Labour Relations of the TCHC no later than thirty (30) days following the substantial performance of the:
- (a) relevant TCHC contract where a complaint is being made against a contractor; or
 - (b) relevant sub-contract to a TCHC contract where a complaint is being made against a sub-contractor.
18. The TCHC shall have the authority to waive the timelines set out in paragraph 16 above where it considers appropriate, and may investigate any claim made under this policy for a period of six months following the substantial completion of a contract.
19. In case of any dispute as to the rate of wages to be paid under the contract or as to the amount to be paid to any worker pursuant to the TCHC Fair Wage Policy, the decision of the TCHC shall be final and binding upon all parties.
20. Where a contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, the TCHC shall refuse to accept bids, quotations or proposals from such contractor on TCHC contracts, until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.
21. Where a sub-contractor is found to be in non-compliance of the Fair Wage Policy and the Fair Wage Schedule, the TCHC shall refuse to allow such sub-contractor from performing any work for the TCHC until such time as it is satisfied that the matter giving rise to the complaint has been satisfactorily resolved.

Posting and Distribution Requirements

22. The contractor and any sub-contractor shall use all reasonable efforts to post and keep posted a copy of this “Fair Wage Policy” in a conspicuous place in every workplace of the contractor and sub-contractor. Additionally, each contractor and sub-contractor shall provide to each employee a copy of the TCHC Fair Wage Policy and the Fair Wage Schedule along with the employee’s first pay cheque performed under a construction contract.

Report to Board of Directors

23. The TCHC shall provide an annual report to the Board of Directors that shall include but is not limited to such information as the operation and enforcement of the Fair Wage Policy.