

25. Re: Letter dated October 26, 1972 from Mr. B. Robson, Secretary-Treasurer, District Council of Carpenters, J. Cewe Limited, Contract #15, 1972 (Item 28, Report No. 72, November 6, 1972)

Mr. C. Snell of the Vancouver, New Westminster and Fraser Valley District Council of Carpenters of the United Brotherhood of Carpenters and Joiners of America appeared before Council on November 6, 1972, to:

- (a) recite an incident involving the payment, by Mountain Form Rentals Ltd., of rates of pay less than the union scale to some men employed in the construction of retaining walls on North Holdom Avenue adjacent to the Capitol Hill School
- (b) request that, in the future, Council give serious consideration to awarding contracts to companies having collective agreements with unions in order that the policing of wages paid and hours of work performed can be done by such unions.

Action on the matter was deferred until:

- (1) Alderman Constable, who was absent from the meeting and who was involved in the matter when he was the Acting Mayor, returns;
- (2) The Engineer submits a report on the points made in the brief that Mr. Snell presented.

Following is a reply from the Engineer concerning the points that were made by Mr. Snell in his brief:

1. We were not aware that non-union workmen were being employed on the project as our contract does not require that such workmen belong to a union, and likewise, it is not possible to establish with certainty that the employees were not receiving fair wages and working conditions as of Friday, 20 October, and Saturday, 21 October, 1972, as it would appear that a sub-contract existed at that time. I hope by Tuesday evening to have certified copies of the payroll or a statutory declaration that the men are being paid in accordance with Clause 36.
2. We were not aware that there was present "moonlighting" or the use of unskilled labour on this project. Our contracts say nothing regarding moonlighting and we have not really been in a position to class labour as skilled or unskilled unless a more blatant case presented itself.
3. There is no requirement in our contracts for contractors to "post the rates for the various categories of workmen engaged on contracts...". It is, however, the responsibility of the contractor to observe the provisions of Clause 36.
4. In my report to Council dated November 6, 1972, I mentioned that the problem of ensuring adherence to the provisions of Clause 36 would be time-consuming and perhaps somewhat costly to undertake in a fully adequate manner, but that we should, of course, be concerned with potential infraction of this clause which allegedly took place in the case at hand. A possible avenue of assuring reasonable enforcement of this clause is the insertion of a further clause as part of Clause 36 to make a simple provision for making the clause operative. This could possibly take the form of a wording similar to that of Clause 32,606 as contained in the Public Works Fair Wages and Conditions of Employment Act wherein there is given to the workmen the opportunity of appealing to the official administering the contract for enforcement of the provisions with the requirement that adequate proof be furnished by such appellant.

There has not yet been the opportunity to explore this thought with the Solicitor in order to work out the wording, but I recommend that we do so, as it appears to offer a reasonable solution to the possible problem of enforcing the provisions contained in Clause 36 of our General Conditions of Contract.

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5. I believe that the question of giving consideration to having contracts only with companies having collective agreements is very much of a policy matter which should be decided upon only by Council. I would not be able to differentiate in any of our projects as between a company having such agreements and one not having them as we are basically only concerned with adherence to the specifications and provisions of the contract as they relate to proper construction under the contract. The Purchasing Agent advises that many of our contracts are with non-union companies.

RECOMMENDATION:

THAT the Solicitor be instructed to draft a clause to make provision for possible easy enforcement of Clause 36 by including wording such as is in Clause 32,606 of the B. C. Public Works Fair Wages and Conditions of Employment Act; and

THAT a copy of this report be forwarded to Mr. Snell.