



## **LABOUR, WAGES, RECORDS, AND EMPLOYMENT - SECTION 1900**

|                   |                                                                |
|-------------------|----------------------------------------------------------------|
| Subsection 1900.1 | Labour                                                         |
| .2                | Wages                                                          |
| .3                | Materials Purchased by Contractor                              |
| .4                | Equipment Rented by Contractor                                 |
| .5                | Payment by Contractor for Labour, Services and Materials       |
| .6                | Books Open for Inspection                                      |
| .7                | Board and Room for Departmental Employees at Contractor's Camp |

### **1900.1 LABOUR**

- 1900.1.1 The employment practices of the Contractor shall not discriminate against or favour any person by reason of racial origin, religious views, political affiliation or sex, except as hereinafter provided.
- 1900.1.2 The Contractor shall make every effort to hire people of Indian ancestry wherever and whenever possible.
- 1900.1.3 No fee of any kind shall be asked or accepted by the Contractor, or any of the agents of the Contractor, from any person as a condition of employment on the project.
- 1900.1.4 No employee shall be charged for any tools used in performing the employee's duties except for reasonable avoidable loss or damage thereto.
- 1900.1.5 Every employee on the work covered by this contract shall be permitted to trade where and with whom the employee elects, and neither the Contractor, nor the agents, or the employees of the Contractor, shall directly or indirectly require as a condition of employment, that an employee shall trade at a particular place or with a particular person except that the word "trade" shall not apply to petroleum products supplied and sold by the Contractor to owners or operators of trucks, tractors, or other equipment on the work. Such petroleum products shall be sold at a price not greater than the bulk price in effect for petroleum products of like grade and quality in the locality in which the work is performed. A nominal surcharge to cover such cost as storage, handling, shrinkage and administration may be charged by the Contractor over and above the local bulk price. The Department will investigate any written complaints from owners or operators of trucks, tractors or other equipment on the work of excess surcharges being charged. The books of the Contractor may be inspected pursuant to Subsection 1900.6 for the purpose of determining compliance with this section.

### **1900.2 WAGES**

- 1900.2.1 All mechanics, labourers and other persons who perform work or labour in the construction of the works hereby contracted for, shall be paid such wages as are generally accepted as current from time to time, during the continuance of the contract, for workers in the district in which the work is performed. No workers shall be required to work for more than the number of hours authorized by law in any day, week or month, except for the protection of life or property, or other such emergency. In the event of any dispute arising as to what is a fair and reasonable rate of wage, or the number of hours per day, it shall be determined by a Labour Standards Officer of the Provincial Government whose decision shall be final.

- 1900.2.2 The wages for labour shall be paid in legal tender of Canada except that this condition will be considered satisfied if payment is made by a negotiable cheque, on a solvent bank, which may be cashed readily by the employee in the local community for the full amount without discount or collection charges of any kind. Where cheques are used for payment, the Contractor shall make all necessary arrangements for them to be cashed and shall give information regarding such arrangements.

### **1900.3 MATERIALS PURCHASED BY CONTRACTOR**

- 1900.3.1 The Contractor agrees that all purchases of supplies, merchandise, or equipment for use in connection with the work, shall when practicable, be purchased from businesses located in the Province of Saskatchewan.

### **1900.4 EQUIPMENT RENTED BY THE CONTRACTOR**

- 1900.4.1 The Contractor agrees that all trucks and other equipment rented by the Contractor for use on the said works shall, when practicable, be obtained from businesses located in the Province of Saskatchewan.

### **1900.5 PAYMENT BY CONTRACTOR FOR LABOUR, SERVICES AND MATERIALS**

- 1900.5.1 The Contractor shall promptly pay or ensure that payment is made for all labour expended, services given, and materials and supplies used in, upon, in respect of, or about the construction of the work, or any portion thereof, including any sum due for the labour or services of any subcontractor, supervisor, worker, labourer or other person, whether such payments are due by the Contractor or any subcontractor. Without limiting the generality of the foregoing, payments in respect of labour, services, materials and supplies are to include all sums of;

- 1900.5.1.1 The services of any person or persons performing any work or labour in repairing machinery and equipment.

- 1900.5.1.2 The use, rent, or hire of:

1900.5.1.2.1 Other plant or machinery.

1900.5.1.2.2 Motor power equipment of any kind.

1900.5.1.2.3 The furnishing of any hand tools.

1900.5.1.2.4 The materials or supplies for any camp maintained for the feeding or keeping of persons.

1900.5.1.2.5 Supplies used for machinery or motor power equipment (except repair parts).

- 1900.5.2 The Contractor further agrees that the deposit or contract bond, as the case may be, shall be held to cover all claims arising from the failure to pay any sum required to be paid by 1900-5 1.; however, in the event of one or more claims brought on account of any such sum or sums remaining unpaid or in dispute, the Minister will be entitled to retain out of any money owing or accruing to the Contractor, an amount equal to the total claimed.

- 1900.5.3 In case any such sum or sums remain unpaid which, in the opinion of the Minister, should be paid, the Minister shall have the right to pay such sum or sums, whether due by the Contractor or subcontractor, out of monies that may then or thereafter be or become due to the Contractor from the Minister. The books of the Contractor may be inspected pursuant to Subsection 1900.6 for the purpose of ascertaining the true sum or sums remaining unpaid.
- 1900.5.4 The Contractor shall supply to the Minister when and as often as requested, a statement showing all claims incurred by the Contractor, including all obligations incurred by each subcontractor on the work covered by the Contract, remaining unpaid at the date of submission of such statement. The submission of each statement by the Contractor, when so requested, shall be a condition precedent to the payment by the Minister of any monies due or to accrue due to the Contractor under the contract.

#### **1900.6 BOOKS OPEN FOR INSPECTION**

- 1900.6.1 The Minister or any person acting on behalf of and with the authority of the Minister may at any reasonable time inspect and examine all books, payrolls and other records of the Contractor for any purpose relating to this contract.

#### **1900.7 BOARD AND ROOM FOR DEPARTMENTAL EMPLOYEES AT CONTRACTOR'S CAMP**

- 1900.7.1 On contracts where Departmental employees such as scalepersons, checkers and inspectors are employed, and provided the Contractor maintains camp facilities for his own employees, the Contractor shall be required to provide board and, unless sleeping accommodation is provided by the Department, suitable separate sleeping accommodation for such Departmental employees.
- 1900.7.2 The rate of compensation for sleeping accommodation shall be negotiated between the Contractor and the Engineer. The rate of compensation for board will be as designated in the special provisions of the contract. The Contractor will not be required to provide more than three meals per day.
- 1900.7.3 If suitable arrangements cannot be made with the Contractor for board and/or room, the Department will not be responsible to provide services at hours that are suitable to the Contractor's operations.