



Hamilton

## **City of Hamilton**

### **Fair Wage Policy**

**and**

### **Fair Wage Schedule**

## Table of Contents

- 1. POLICY STATEMENT..... 3
- 2. INTERPRETATION ..... 3
- 3. DEFINITIONS..... 3
- 4. CITY RESPONSIBILITIES..... 4
- 5. AD HOC FAIR WAGE COMMITTEE ..... 5
- 6. CONTRACTOR AND SUB-CONTRACTOR RESPONSIBILITIES ..... 5
- 7. COMPLIANCE..... 6
- 8. RECORDS ..... 6
- 9. INSPECTION AND AUDITS ..... 7
- 10. CONSEQUENCES OF NON-COMPLIANCE ..... 7
- 11. COMPLAINTS ..... 9
- 12. APPEALS PROCESS.....10
- 13. FAIR WAGE SCHEDULE UPDATE.....10

## **1. POLICY STATEMENT**

Every Contractor and Sub-Contractor shall compensate their Employees in accordance with the Fair Wage Policy and Fair Wage Schedule on all Construction Contracts with the City. The compensation requirements as set out in the Fair Wage Policy and Fair Wage Schedule are minimum requirements.

## **2. INTERPRETATION**

In this Fair Wage Policy and Fair Wage Schedule:

- a) a word defined in or importing the singular number has the same meaning when used in the plural number, and vice versa;
- b) the provisions shall be read with changes of gender or number as the context may require;
- c) a reference to any Act, by-law, rule, procedure or regulation shall be deemed to include a reference to any substitution or amendment thereof;
- d) any reference to an officer of the City shall be construed to mean the person holding that office, the designate or delegate of that person.

## **3. DEFINITIONS**

Capitalized words and phrases used in this Fair Wage Policy and Fair Wage Schedule shall have the following meanings, unless expressly stated otherwise.

“Benefits” includes employer contributions to such items as a pension plan, Registered Retirement Savings Plan (RRSP), medical plan bonus, retention pay or the like and vacation;

“City Council” means the Council of the City of Hamilton;

“City” means the City of Hamilton, its officers, officials, employees and agents;

“Construction Contract” means any construction work awarded to a Contractor of a minimum of \$500,000.00 excluding residential sectors;

“Contractor” means any person having a Construction Contract with the City but does not include any person that only supplies materials for the Construction Contract;

“Employees” mean those persons employed by the Contractor or Sub-Contractor who perform work identified in the Fair Wage Schedule, for a Construction Contract with the City;

“Fair Wage Policy” means the Fair Wage Policy approved by Council, as amended from time to time;

“Fair Wage Schedule” means the Fair Wage Schedule approved by Council, as amended from time to time. The Fair Wage Schedule stipulates the Total Hourly Compensation for Employees;

“Hours of Work” means the regular hours of work per day and week and shall include a provision for the payment of overtime beyond such regular hours, as per the Employment Standards Act, 2000, S.O. 2000, c.41, specifically Part VIII Overtime Pay;

“Initiator” means any person who submits a complaint to the City alleging non-compliance with the Fair Wage Policy and Fair Wage Schedule by any Contractor or Sub-Contractor performing construction work on a City Construction Contract.

“Manager of Procurement” shall mean the Manager of Procurement or designate.

“Sub-Contractor” means any person performing work on a City Construction Contract for a Contractor, or an agreement with another Sub-Contractor, but does not include any person that only supplies materials for the Construction Contract;

“Total Hourly Compensation” means the aggregate amount of Wages and Benefits as stated in the Fair Wage Schedule;

“Wages” means the Employees basic hourly rate, which is paid as earned at the time of undertaking the work.

## **4. CITY RESPONSIBILITIES**

- 4.1. The Director of Financial Services shall periodically review the Fair Wage Policy and recommend to the appropriate standing committee of Council any required amendments to the Fair Wage Policy.
- 4.2. The Director of Employee & Labour Relations will prepare and review the Fair Wage Schedule from time to time and recommend to the appropriate Standing Committee of Council those amendments to the Fair Wage Schedule.
- 4.3. The Manager of Procurement shall reference the Fair Wage Policy and Fair Wage Schedule in all City Construction Contracts. The City’s Procurement website will post the Fair Wage Policy and Fair Wage Schedule and Fair Wage Complaint Form at [hamilton.ca/procurement](http://hamilton.ca/procurement).
- 4.4. The Manager of Procurement will co-ordinate the preparation of an annual report for the appropriate Standing Committee of Council regarding complaints investigated and resulting audits performed pursuant to the Fair Wage Policy and Fair Wage Schedule.
- 4.5. The City shall address a written objection to the administration of the Fair Wage Policy and Fair Wage Schedule.
- 4.6. The City is not in any way liable, obligated or responsible to any Employee, Sub Contractor, Contractor or any other person for the payment of any monies not paid by a

Contractor or Sub-Contractor in accordance with the Fair Wage Policy and Fair Wage Schedule, and the City assumes no responsibility to such Employee, Sub-Contractor, Contractor or any other person for the administration and enforcement of the Fair Wage Policy and Fair Wage Schedule.

## **5. AD HOC FAIR WAGE COMMITTEE**

- 5.1 The City shall participate in an ad hoc Fair Wage Committee to discuss issues, and provide a forum for consultation regarding issues related to the Fair Wage Policy and Fair Wage Schedule.
- 5.2 The Committee shall meet on an as required basis.
- 5.3 The Committee, as determined by the City, shall be comprised, as a minimum, of the following members:
  - a) Director of Financial Services or designate,
  - b) Director of Employee & Labour Relations or designate,
  - c) A representative from:
    - Hamilton & District Heavy Construction Association,
    - Hamilton-Brantford Ontario, Building and Construction Trades Council,
    - Labourers' International Union of North America,
    - Christian Labour Association of Canada, and
    - Merit OpenShop Contractors Association of Ontario.

## **6. CONTRACTOR AND SUB-CONTRACTOR RESPONSIBILITIES**

- 6.1 A Contractor shall ultimately be responsible for any violations or non-compliance of Sub-Contractors on its City Construction Contracts.
- 6.2 A Contractor is fully responsible for ensuring that all Sub-Contractors comply with the Fair Wage Policy and Fair Wage Schedule.
- 6.3 The Contractor or Sub-Contractor shall not be responsible for any increase to the Fair Wage Schedule which occurs after the closing of the Request for Tenders or Request for Proposals for the City Construction Contract awarded to the Contractor.
- 6.4 At the commencement of the work, the Contractor shall post a copy of the Fair Wage Policy and Fair Wage Schedule in a prominent location at the City Construction Contract site to enable Employees of the Contractor and Sub Contractor to review. Alternate methods may be considered, and if approved by the Manager of

Procurement, shall be in writing prior to the commencement of the Construction Contract.

- 6.5 After substantial performance (as defined in the Construction Lien Act, R.S.O. 1990, c. C.30) of the Construction Contract and prior to release of the holdback, for all Construction Contracts with the City, the Contractor shall provide to the City, in a form acceptable to the City, a statutory declaration confirming that the Contractor and its Sub-Contractors complied with the Fair Wage Policy and Fair Wage Schedule. The City reserves the right to not release part or all of the holdback on a Construction Contract until such Contractor's sworn statement of compliance is received and deemed to be satisfactory by the City.

## **7. COMPLIANCE**

- 7.1 A Contractor or Sub-Contractors shall be in compliance with the Fair Wage Policy and Fair Wage Schedule when the Employee receives a minimum compensation package that includes Wages and Benefits, which aggregate amount is not less than the Total Hourly Compensation as set out in the Fair Wage Schedule.
- 7.2 Employees shall be paid on a "pay by pay basis" every pay period in accordance with Fair Wage Schedule. Alternate methods of payment may be considered, and if approved by the Manager of Procurement, shall be in writing prior to the commencement of the Construction Contract. For example any lump sum pay-out made to the Employee to reconcile money owed at the completion of the Construction Contract is not permitted.
- 7.3 Any lump sum payment approved is to be made no later than the date of substantial performance of the related Construction Contract.

## **8. RECORDS**

- 8.1 The Contractor and Sub-Contractor shall keep records of the names, addresses, Wages, Benefits, vacation paid or provided, and hours worked for all of its Employees to demonstrate compliance with the Fair Wage Policy and Fair Wage Schedule.
- 8.2 Unless otherwise approved by the City, the Contractor and Sub-Contractor shall make these records available for inspection upon request by the City within ten business days.
- 8.3 In any agreement with a Sub-Contractor, the Contractor shall require the Sub Contractor to:
- a) provide written acknowledgment prior to the commencement of construction work that the Fair Wage Policy and Fair Wage Schedule applies;

- b) keep records of the names, addresses, Wages, Benefits, vacation paid or provided, and hours worked for all of its Employees to demonstrate compliance with the Fair Wage Policy and Fair Wage Schedule; and
  - c) Unless otherwise approved by the City, make these records available for inspection upon request by the City within ten business days.
- 8.4 If a Contractor or Sub-Contractor enters into a contract for service with a self employed independent contractor to perform work identified in the Fair Wage Schedule, the Contractor or Sub-Contractor shall keep the following records to demonstrate that the self-employed independent contractor is not an Employee of the Contractor or Sub Contractor:
- a) duties and responsibilities of both parties;
  - b) self-employed independent contractor invoices;
  - c) self-employed independent contractor HST registration number;
  - d) self-employed independent contractor Workplace Safety and Insurance Board and insurance certificates; and
  - e) self-employed independent contractor trade certificates or licences which relate to the Construction Contract.

Should there be concerns regarding the self-employed independent contractor's degree of dependency from the Contractor or Sub-Contractor, further records shall be made available to demonstrate that an employer employee relationship does not exist between the Contractor or Sub-Contractor and a self-employed independent contractor. The guideline issued by Canada Revenue Agency RC4110 "Employee or Self-Employed" may be used to assist in making a final determination.

## **9. INSPECTION AND AUDITS**

The City retains the right to inspect and audit the records of the Contractor or Sub Contractor (as referred to in Section 8. Records) at any time during the period of the Construction Contract and at any time thereafter as deemed by the City.

## **10. CONSEQUENCES OF NON-COMPLIANCE**

- 10.1 Upon determining that a Contractor or Sub-Contractor is non compliant with the Fair Wage Policy and Fair Wage Schedule, the Manager of Procurement:
- a) shall advise the Contractor, in writing, that it has been determined that the Contractor or Sub-Contractor is non-compliant and that the Contractor or Sub-Contractor is required to rectify the non-compliance(s) and provide written proof of the same, in a form satisfactory to the City, within ten business days;
- and

- b) may withhold making payment, progress payment or release of holdback to the Contractor in an amount which is equal to the shortfall in Wages or Benefits, or may take any other remedies that are otherwise available at law or in equity.  
and
  - c) shall impose upon the Contractor a minimum cost of \$5,000.00 (excluding taxes) for the City inspection, audit or other action as deemed necessary by the City, and may deduct such costs from any payment or payments (as appropriate) owed by the City to the Contractor, or may take any other remedies that are otherwise available at law or in equity. In addition, the Contractor shall be responsible for all the City's costs beyond the minimum cost of \$5,000.00(excluding taxes), which will be payable immediately upon request.
- 10.2 Where a Contractor or Sub-Contractor has been determined to be non-compliant with the Fair Wage Policy and Fair Wage Schedule for the first time in a five year period, the Manager of Procurement may require the Contractor to pay for and submit a licensed Public Accountant assurance report, acceptable to the City, which verifies compliance with the Fair Wage Policy and Fair Wage Schedule on the next three City Construction Contracts to which the Contractor is awarded. Such assurance report shall provide sufficient information and detail to demonstrate compliance with the Fair Wage Policy and Fair Wage Schedule and shall be submitted after substantial performance (as defined in the Construction Lien Act, R.S.O. 1990, c. C.30) of the Construction Contract and prior to the release of the holdback. The City reserves the right to not release part or all of the holdback on a Construction Contract until such assurance report is received and deemed to be satisfactory by the City.
- The City reserves the right to treat a first non-compliance as a second or subsequent non-compliance.
- 10.3 Where a Contractor or Sub-Contractor has been determined to be non-compliant with the Fair Wage Policy and Fair Wage Schedule for a second or subsequent time within a five year period from the date of the first determination of non compliance by the Manager of Procurement, the City, as approved by City Council, may refuse:
- a) to accept any bid, quotation or proposal from such Contractor or Sub Contractor, or;
  - b) the use of a Sub-Contractor where the Sub-Contractor was determined to be non-compliant with the Fair Wage Policy and Fair Wage Schedule
- on any City contract for a period of two years from the date of City Council approval, save and except any Construction Contract the Contractor may currently have with the City.
- 10.4 If the Contractor or Sub-Contractor fails to keep accurate records, the Contractor or Sub-Contractor will pay a licensed Public Accountant to provide an assurance report, acceptable to the City, which clearly demonstrates compliance with the Fair Wage Policy and Fair Wage Schedule.



## 11. COMPLAINTS

- 11.1 Any person may submit a complaint to the City, alleging non-compliance with the Fair Wage Policy and Fair Wage Schedule, by any Contractor or Sub Contractor performing construction work on a City Construction Contract. All complaints must be submitted in writing and contain sufficient information in order to investigate the complaint. The Fair Wage Complaint Form may be completed for this purpose
- 11.2 The complaint must be forwarded to the City's Manager of Procurement via email (procurement@hamilton.ca), regular mail or in person to the Procurement Section, Corporate Services Department, 120 King Street West, Suite 900, Hamilton, Ontario L8P 4V2.
- 11.3 The complaint may be initiated at any time during the Construction Contract but shall be received by the City no later than 21 calendar days following substantial performance of the related Construction Contract.
- 11.4 Upon receipt of a complaint, the Manager of Procurement will conduct an initial review of the complaint submitted and advise the Initiator of the complaint of the investigation fee and what the likely cost of the investigation will be. The minimum cost of an investigation will be \$5,000.00 (excluding taxes). The City, at its discretion, may waive the cost of an investigation if an Employee is the Initiator of the complaint.
- 11.5 The Initiator shall confirm to the City in a timely manner whether or not they would like to proceed with the complaint.
- 11.6 The City shall take such action as it deems is necessary to determine whether the Contractor or Sub-Contractor involved or named in the complaint is compliant with the Fair Wage Policy and Fair Wage Schedule. Such action deemed necessary by the City shall commence within 30 calendar days of receipt of a completed Fair Wage Complaint Form submitted to the Manager of Procurement.
- 11.7 Once such action to determine compliance or non-compliance is completed to the City's satisfaction, the Manager of Procurement shall inform the Initiator and any Contractor or Sub-Contractor involved or named in the complaint of the City's determination of the Contractor's or Sub-Contractor's compliance or non-compliance with the Fair Wage Policy and Fair Wage Schedule.
- 11.8 Whenever a complaint is initiated by a person other than an individual Employee of the Contractor or Sub-Contractor involved or named in the complaint, and said Contractor or Sub-Contractor is found to be compliant with the Fair Wage Policy and Fair Wage Schedule with respect to the complaint, the costs associated with the inspections, audits or other action deemed necessary regarding the investigation of the complaint will be borne solely by the Initiator. Until the Initiator has paid the associated costs to the City, the City will not accept any additional complaints from the Initiator.
- 11.9 For the purposes of the City not accepting any additional complaints from the Initiator under section 11.8 of this Fair Wage Policy, a reference to Initiator shall also include an officer, director, a majority or controlling shareholder, or a member of the Initiator, if a

corporation; a partner of the Initiator, if a partnership; any corporation to which the Initiator is an affiliate of or successor to, or an officer, a director or a majority or controlling shareholder of such corporation; and any person with whom the Initiator is not at arm's length within the meaning of the Income Tax Act (Canada).

- 11.10 The City shall make every effort to safeguard the confidentiality of each Initiator's identity. However, this information is subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. For greater certainty and direction regarding how such issues of confidentiality will be handled and may affect an Initiator's rights, the Initiator should reference the City's policies related to Freedom of Information on the City's website under the Office of the City Clerk at hamilton.ca.

## **12. APPEALS PROCESS**

- 12.1 Contractors, Sub-Contractors or Initiators may feel aggrieved and may seek to dispute the outcome of a Fair Wage complaint process. If anyone wishes to appeal the outcome of a Fair Wage complaint, they shall write to the Manager of Procurement within five business days of being notified of the Fair Wage complaint outcome and provide a detailed statement outlining the grounds of the appeal and request a meeting with the Manager of Procurement.
- 12.2 If no resolution satisfactory to both parties has been achieved, the Contractor, Sub Contractor or Initiator will have three business days from the date of the meeting with the Manager of Procurement to make a formal written request with the Manager of Procurement to meet with the General Manager of the Client Department issuing the Construction Contract and the General Manager of Finance and Corporate Services regarding their complaint. The General Managers will make the final decision regarding the outcome of the Fair Wage complaint process.

## **13. FAIR WAGE SCHEDULE UPDATE**

- 13.1 The Fair Wage Schedule shall be automatically updated every three years.
- 13.2 Unless otherwise approved by Council, the Total Hourly Compensation rates set out in the Fair Wage Schedule shall be:
- a) based upon the collective hourly wage rates set out in the respective collective agreements from the three year's preceding the date of the last Fair Wage Schedule update. For example, the hourly rates set in 2016 shall be updated in 2019 (three years after 2016). The updated rates in 2019 shall be based upon the 2016 hourly rates (three years preceding 2019);
  - b) calculated by increasing the respective collective agreement's hourly wage rates by no more than 24%; and
  - c) frozen for the three year term.

## Fair Wage Schedule

### Road Work:

| Work performed  | Total Hourly Compensation |
|---|---------------------------|
| Shovels, backhoes, draglines, gradalls, clams (on site), Grader "A", fine grade bulldozer, Pitman type cranes, self-erecting tower cranes   | \$42.84                   |
| Clams (yard operation), mechanics, welders  | \$41.85                   |
| Hydra-lift truck mounted hydraulic cranes   | \$41.60                   |
| Curb machine, self-propelled power drills, hydraulic, etc. bulldozer operators, all front end loader operators, scrapers (self-propelled), dozer 815 type, off highway vehicles and concrete paver, pulverizer and asphalt planer   | \$41.43                   |
| Mixer man on asphalt plant  | \$41.35                   |
| Engineers on boilers (with papers), asphalt spreader (self-propelled), asphalt roller   | \$41.28                   |
| Farm and industrial type tractor operators with excavating attachments, grader operator B', snippers, hydro axe and tree farmer, feller buncher, hydro shear, trenching machines, caisson boring machines under 25 H.P., lubrication unit operator, skid steer loaders, Kabota skid steer loaders, Kabota bobcat type excavators and those less than 65 H.P. and similar types, skidder type equipment with hydraulic and cable attachments | \$41.11                   |
| Boiler fireman (without papers), burnerman on asphalt plant   | \$40.61                   |
| Roller Operator (asphalt) 'B', mobile sweeper   | \$40.23                   |
| Farm and industrial type tractor, (towed and self-propelled compaction units), grade rollerman, including self-propelled rubber tired rollers, hydro-vac truck  | \$39.92                   |

**Road Work, Open Cut Work for Sewer and Watermain Construction:**

| <b>Work performed</b>   | <b>Total Hourly Compensation</b> |
|---|----------------------------------|
| Engineers operating Cranes with a manufacturer's rating of 70 tons capacity and over, self-erecting tower cranes.   | \$38.42                          |
| Engineers operating crawler cranes, mobile cranes, piledrivers, caisson boring machines and working foreman.  | \$37.30                          |
| Engineers operating crawler backhoes, gradalls, Pitman type cranes, graders, mechanics and welders, articulating Hydraulic Crane (Knuckleboom). Asphalt plant operator. Self-propelled hydraulic drills.  | \$36.06                          |
| Engineers operating bulldozers, frontend loaders, industrial tractors with backhoe and all other attachments, crawler tractors, crawler tractor and scraper, self-propelled scrapers, sideboom, Concrete Paver, Asphalt Planer, asphalt spreaders, curb machines, asphalt roller. Dozer 815 type and boom trucks. Dump truck drivers. Float, Flatbed Drivers, Off highway vehicles. | \$35.69                          |
| Engineers operating bobcat, skid steer, all frontend loader with all attachments, Kubota type backhoe with all attachments, trenchers, hydro-vac truck.   | \$33.88                          |
| Engineers operating self-propelled roller, packer - rubber tired, sheepfoot on grade or backfill, farm tractor, pump 6" and over.   | \$31.37                          |

**Open Cut Work for Sewer and Watermain Construction:**

| Work performed  | Total Hourly Compensation |
|---|---------------------------|
| Engineer operating cranes, self-erecting tower cranes, caisson boring machines 25 H.P. and over, sidebooms cranes, clams, backhoes, derricks, pile-drivers, gradalls, mobile and similar equipment, Pitman type cranes. Grader operator 'A' and fine grade bulldozer operator.  | \$43.62                   |
| Heavy duty field mechanics and equipment repair welders.  | \$42.32                   |
| Hydra-Lift truck mounted hydraulic cranes.  | \$42.27                   |
| Operators of bulldozers, tractors, scrapers, emcos, grader "B", all front-end loaders and similar equipment, farm and industrial tractors with excavating attachments, trenching machines, caisson boring machines under 25 h.p., snippers, hydro axe and tree farmer, feller buncher, hydro shear, lubrication unit operator, skid steer loaders, Kabota skid steer loaders, Kabota Bobcat type excavators and those less than 65 h.p. and similar types, skidder type equipment with hydraulic and cable attachments, curb machines and self-propelled power drills, hydraulic, etc., off highway vehicles. | \$42.20                   |
| Service men on shovels, compressors, pumps, self-propelled rollers, boom truck drivers, operators of 5 or more heaters.   | \$40.82                   |
| Oilers, greasers, mechanics helpers hydro-vac truck - 3rd year.   | \$40.32                   |
| Oilers, greasers, mechanics helpers hydro-vac truck - 2nd year.   | \$39.08                   |
| Oilers, greasers, mechanics helpers hydro-vac truck - 1st year.   | \$37.84                   |

**Labourers - Sewer Watermain, Roads Building Paving, Parking Lots, Bridge Rehab:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|--|----------------------------------|
| Labourer   | \$35.97                          |
| Skilled Labourer   | \$36.51                          |
| Crawler Type Drillman, Powderman   | \$39.23                          |
| Catch Basin Constructors   | \$37.25                          |
| Asphalt Raker, Pipelayers, Trenchless Tech. Carpenters, Cement Finishers | \$37.89                          |
| Man Hole Valve Chamber Constructors                                      | \$37.68                          |
| Rodman Reinforcing Installers, Curb-setters, Bricksetters, Stonepaving   | \$36.94                          |
| Working Foreman  | \$39.42                          |
| Watchman Six Shifts Per Week, (10) hours per shift (Weekly)              | \$19.67                          |
| Traffic Control Person   | \$33.03                          |

**Labourers - Bridge Building, Underpasses, Overpasses, Pedestrian retaining walls connected with dams etc.:**

| <b>Work performed</b>                                       | <b>Total Hourly Compensation</b> |
|---|----------------------------------|
| Labourer  | \$36.77                          |
| Skilled Labourer  | \$37.31                          |
| Powderman, Crawler Type Driller                             | \$39.61                          |
| Carpenters  | \$38.70                          |
| Rodman  | \$38.06                          |
| Concrete Finisher   | \$38.45                          |
| Piling Driving (All types Operation)                        | \$37.44                          |
| Working Foreman   | \$40.23                          |
| Watchman Six Shifts Per Week, (10) hours per shift (Weekly) | \$19.67                          |
| Traffic Control Person                                      | \$32.41                          |

**Labourers - Mining and Tunneling Operation:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|--|----------------------------------|
| Labourer   | \$37.21                          |
| Underground Labourer, Pipelayer, Reinforced Concrete Worker, Skilled | \$37.93                          |
| Concrete Leader  | \$38.24                          |
| Pumpman (3" Disc. and Under), Deck Man, Pit Bottom Man, Signal Man   | \$37.56                          |
| Pile Driving all types and all Operations related thereto            | \$38.37                          |
| Mucker and Miner Helper, Grout Machine Man, Diamond Drill, Welder    | \$38.55                          |
| Shield Driver and Mole Driver, Lead Miner                            | \$38.86                          |
| Powderman  | \$38.92                          |
| Fence Erector  | \$38.80                          |
| Working Foreman  | \$39.23                          |
| Watchman and Dryman  | \$36.57                          |

**Building and Construction Work:**

| Work performed  | Total Hourly Compensation |
|---|---------------------------|
| Engineers operating: cranes with a manufacturer's rating of over 164 to 219 tons capacity.  | \$45.99                   |
| Engineers operating: cranes with a manufacturer's rating of 100 to 164 tons capacity, 1 <sup>st</sup> class Stationary Engineers, and skyway, climbing, hammerhead and kangaroo and GCI type cranes.  | \$45.43                   |
| Engineers operating: all conventional and "hydraulic" type cranes, save and except those set' out in Article 1.1 above, 15 ton capacity and over boom truck, clams, shovels, gradalls, backhoes, draglines, piledrivers, all power derricks, gantry cranes, caisson boring machines (over 25 HP), and similar drill rigs, mine hoists, and all similar equipment working on land or water, overhead cranes, chimney hoists, multiple drum hoists, single drum hoists (over 12 stories), single drum hoists of manual friction and brake type, and all similar equipment, dredges - suction and dipper, hydraulic jacking equipment on vertical slip forms, hydraulic jacking poles, creter cranes, and hydraulic skoopers. heavy duty mechanics, qualified welders and 2nd Class Stationary Engineers and self-propelled hydraulic drills. Self-erecting cranes 15 ton capacity and over. Carry Deck cranes 15 ton capacity and over. | \$44.50                   |
| Pitman type cranes of 10 ton to less than 15 ton. Self-erecting cranes 10 ton to less than 15 ton capacity. Carry Deck cranes 10 ton to less than 15 ton capacity.  | \$43.91                   |
| Operators of: air tuggers used for installation of vessels, tanks, machinery, and for steel erection; side booms on land or water; man and material hoist and single drum hoists 12 stories and under not of a manual friction and brake type; elevators, monorails, bullmoose type equipment of 5 ton capacity or over, air compressor feeding low pressure into air locks, tunnel mole. 3rd Class Stationary Engineer. Self-erecting cranes less than 10 ton capacity. Carry Deck cranes less than 10 ton capacity.   | \$43.33                   |
| Operators of: bulldozers (including 815 type), tractors, scrapers, graders, emcos, overhead and front-end loaders, side loaders, industrial tractors with excavating attachments, trenching machines, and all similar equipment, mobile concrete pumps, Pitman type cranes under 10 ton capacity, mobile pressure grease units, mucking machines, hydraulically operated utility pole hole digger, and Dinky locomotive type engines. 4th Class Stationary Engineers. Kubota Type Backhoe and Skid Steer Loader.  | \$43.11                   |
| Operators of: batching and crushing plants, 6" discharge pumps and over, wellpoint systems and all similar systems, concrete mixers of 1 cubic yard and over, gas, diesel, or steam driven generators over 50 HP (portable), fork lifts over 8' lifting height, air tuggers except those in Group 1.3, caisson boring machines (25 HP and under), drill rigs, post hole diggers, portable air compressors 150 CFM and over, and concrete pumps. Signalman.  | \$40.23                   |

| <b>Building and Construction Work: (continued)</b>  | <b>Building and Construction Work: (continued)</b> |
|---|--|
| Operators of: boom trucks, "A" Frames, driver mounted compaction units, bullmoose type equipment under 5 ton capacity, fork lifts 8' and under in lifting height and conveyors. Firemen. Permanent automatically controlled elevators on Commercial and Institutional buildings.  | \$38.99  |
| Operators of: Pumps under 6" discharge where three (3) or more pumps are employed on the same job site, hydraulic jacking equipment for underground operations, portable air compressors under 150 CFM where attendant is required, and driver mounted power sweepers. Attendants for forced air, gas, or oil burning temporary heating units of 500,000 BTU's or over per hour, or, five (5) or more on the same job site, oilers, oiler-drivers, and mechanics helpers. | \$37.51  |
| 2nd Year  | \$35.32  |
| 1st Year  | \$32.67  |
| Engineers operating: draglines, cranes including but not limited to Self-erecting Cranes and Carry Deck Cranes. Heavy Duty Mechanics. Spider-type cranes.   | \$42.90  |
| Engineers operating: shovels, backhoes, hoptoes, gradalls and similar equipment, whip hammer, power mounted drill.  | \$42.11  |
| Welders   | \$42.51  |
| Operators of: bulldozers (including 815 type), tractors, scrapers, emcos, graders, overhead loaders, front-end loaders, industrial tractors with excavating attachments, compressor operators. Kubota Type Backhoe and Skid Steer Loader.   | \$41.27  |
| Mechanic's helpers and Servicemen   | \$39.02  |
| Oiler-Grademen and Oiler-Drivers  | \$38.45  |
| Compactors  | \$38.56  |

**Tunnel Work:**

| <b>Work performed</b>   | <b>Total Hourly Compensation</b> |
|---|----------------------------------|
| Engineer operating all hoists hoisting materials out of shafts, tuggers, and derricks with lifting capacity over 2000 lbs, self-erecting tower cranes, compressor house set up man, self-propelled power drills, hydraulic etc. | \$43.59                          |
| Heavy duty field mechanics.   | \$42.59                          |
| Engineer operating shaft hoist, tuggers and derricks, 2000 lbs or less, compressor operators 500 CFM or over, hydro-vac truck.  | \$42.47                          |



**Marble, Tile, Terrazzo, Cement Masons, Resilient Floor Layers and Their Helpers:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|------------------------|----------------------------------|
| Marble Mason           | \$45.45                          |
| Terrazzo Tile Mechanic | \$45.25                          |
| Base Machine Operator  | \$43.92                          |
| Terrazzo Helper        | \$43.61                          |
| Marble Tile Helper     | \$43.51                          |

**Bricklayers, Masons, and Plasterers:**

| <b>Work performed</b>               | <b>Total Hourly Compensation</b> |
|-------------------------------------|----------------------------------|
| Bricklayers, Masons, and Plasterers | \$44.54                          |
| Apprentice 1                        | \$22.27                          |
| Apprentice 2                        | \$29.20                          |
| Apprentice 3                        | \$35.64                          |
| Apprentice 4                        | \$40.09                          |

**Glaziers:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|--|----------------------------------|
| Journeyman Glazier Metal Mechanic with Certificate of Qualifications | \$39.78                          |
| Apprentice 1 (1-1000hrs)   | \$19.89                          |
| Apprentice 2 (1001-2000hrs)  | \$21.87                          |
| Apprentice 3 (2001-3000hrs)  | \$23.87                          |
| Apprentice 4 (3001-4000hrs)  | \$25.85                          |
| Apprentice 5 (4001-5000hrs)  | \$27.85                          |
| Apprentice 6 (5001-6000hrs)  | \$29.83                          |
| Apprentice 7 (6001-7000hrs)  | \$31.82                          |
| Apprentice 8 (7001-8000hrs)  | \$33.81                          |

**Elevator Constructors:**

| <b>Work performed</b>             | <b>Total Hourly Compensation</b> |
|-----------------------------------|----------------------------------|
| Elevator Mechanic                 | \$58.61                          |
| Probationary Helper I             | \$32.24                          |
| Probationary Helper II            | \$35.17                          |
| Helper I                          | \$41.03                          |
| Helper II                         | \$43.96                          |
| Improver Helper                   | \$46.90                          |
| Adjuster                          | \$65.94                          |
| Mechanic in charge (4-9) people   | \$65.94                          |
| Mechanic in charge (10-19) people | \$67.41                          |
| Mechanic in charge (20+) people   | \$68.58                          |

**Heat and Frost Insulators (Asbestos):**

| <b>Work performed</b>        | <b>Total Hourly Compensation</b> |
|------------------------------|----------------------------------|
| Journeyman                   | \$46.46                          |
| Fourth Year Apprentice       | \$38.13                          |
| Third Year Apprentice        | \$32.55                          |
| Second Year Apprentice       | \$26.88                          |
| First Year Apprentice        | \$21.32                          |
| Provisional                  | \$25.97                          |
| Conditional                  | \$29.91                          |
| Asbestos Remover Level One   | \$25.33                          |
| Asbestos Remover Level Two   | \$28.33                          |
| Asbestos Remover Level Three | \$26.19                          |

**Millwrights:**

| <b>Work performed</b>     | <b>Total Hourly Compensation</b> |
|---------------------------|----------------------------------|
| Journeyman                | \$46.67                          |
| Foreperson                | \$53.49                          |
| Sub-foreperson            | \$50.08                          |
| Apprentice (0-1999hrs)    | \$28.00                          |
| Apprentice (2000-3999hrs) | \$32.67                          |
| Apprentice (4000-5999hrs) | \$37.34                          |
| Apprentice (6000-8000hrs) | \$42.01                          |

**Plumbers, Steamfitters and Pipefitters:**

| <b>Work performed</b> | <b>Total Hourly Compensation</b> |
|-----------------------|----------------------------------|
| Journeyman            | \$45.69                          |
| Apprentice 1          | \$18.28                          |
| Apprentice 2          | \$22.85                          |
| Apprentice 3          | \$27.42                          |
| Apprentice 4          | \$31.99                          |
| Apprentice 5          | \$36.56                          |
| Foreman               | \$50.27                          |

**Welders:**

| <b>Work performed</b> | <b>Total Hourly Compensation</b> |
|-----------------------|----------------------------------|
| Journeyman            | \$45.69                          |
| Apprentice 1          | \$22.85                          |
| Apprentice 2          | \$27.42                          |
| Apprentice 3          | \$31.99                          |

**Electrical:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|------------------------|----------------------------------|
| Journeyman Electrician | \$47.44                          |
| Foreman                | \$53.33                          |
| Apprentice 1           | \$15.43                          |
| Apprentice 2           | \$20.83                          |
| Apprentice 3           | \$26.10                          |
| Apprentice 4           | \$31.50                          |
| Apprentice 5           | \$36.77                          |

**Painters – Industrial:**

| <b>Work performed</b>   | <b>Total Hourly Compensation</b> |
|---|----------------------------------|
| Journeyman Painter  | \$39.73                          |
| 5401 - 6000 hours worked  | \$29.80                          |
| 4501 - 5400 hours worked  | \$27.81                          |
| 3601 - 4500 hours worked  | \$23.83                          |
| 1801 - 3600 hours worked  | \$21.85                          |
| 1001 - 1800 hours worked  | \$19.86                          |
| 451 - 1000 hours worked   | \$17.36                          |
| 1 - 450 hours worked  | \$16.12                          |
| Apprentice Helper (Unless Minimum Wage is Greater than \$11.00) | \$13.95                          |

**Painters – Commercial:**

| <b>Work performed</b>   | <b>Total Hourly Compensation</b> |
|---|----------------------------------|
| Journeyman Painter  | \$34.56                          |
| 5401 - 6000 hours worked  | \$25.92                          |
| 4501 - 5400 hours worked  | \$24.19                          |
| 3601 - 4500 hours worked  | \$20.73                          |
| 1801 - 3600 hours worked  | \$19.01                          |
| 1001 - 1800 hours worked  | \$17.36                          |
| 451 - 1000 hours worked   | \$17.36                          |
| 1 - 450 hours worked  | \$16.12                          |
| Apprentice Helper (Unless Minimum Wage is Greater than \$11.00) | \$13.95                          |

**Roofers:**

| <b>Work performed</b>  | <b>Total Hourly Compensation</b> |
|------------------------|----------------------------------|
| Foreman                | \$44.42                          |
| Journeyman             | \$43.96                          |
| Material Handler       | \$41.74                          |
| Third Year Apprentice  | \$34.22                          |
| Second Year Apprentice | \$30.49                          |
| First Year Apprentice  | \$25.59                          |
| Pre-apprentice         | \$20.76                          |

**Sheet Metal:**

| <b>Work performed</b>      | <b>Total Hourly Compensation</b> |
|----------------------------|----------------------------------|
| Foreman (3 - 15 men)       | \$47.41                          |
| Foreman (16 - 25 men)      | \$48.65                          |
| Foreman (Over 25 men)      | \$49.58                          |
| Journeyman                 | \$43.56                          |
| First Year Apprentice      | \$16.37                          |
| Second Year Apprentice     | \$22.00                          |
| Third Year Apprentice      | \$27.45                          |
| Fourth Year Apprentice     | \$32.44                          |
| Fifth Year Apprentice      | \$37.88                          |
| Sheeter / Decker           | \$43.56                          |
| Sheeter / Decker Assistant | \$40.16                          |
| Material Handler           | \$35.10                          |
| Probationary Employee      | \$20.60                          |

**Drywall Finishers:**

| <b>Work performed</b>             | <b>Total Hourly Compensation</b> |
|-----------------------------------|----------------------------------|
| Journeyperson (Drywall Finishers) | \$43.33                          |
| 3601 - 5400 hours worked          | \$32.50                          |
| 2401 - 3600 hours worked          | \$28.16                          |
| 1201 - 2400 hours worked          | \$23.83                          |
| 1 - 1200 hours worked             | \$15.13                          |

**Iron Workers: Bridge, Structural, Ornamental and Reinforcing Iron Workers**

| Work performed            | Total Hourly Compensation |
|---------------------------|---------------------------|
| GF Foreman                | \$54.89                   |
| Foreman                   | \$51.24                   |
| Base Wage (Journeyman)    | \$45.74                   |
| Apprentice (0-1000hrs)    | \$27.44                   |
| Apprentice (1001-2000hrs) | \$32.02                   |
| Apprentice (2001-3000hrs) | \$34.31                   |
| Apprentice (3001-4000hrs) | \$36.59                   |
| Apprentice (4001-5000hrs) | \$38.89                   |
| Apprentice (5001-6000hrs) | \$41.17                   |

**Rodmen: Bridge, Structural, Ornamental and Reinforcing Iron Workers**

| Work performed            | Total Hourly Compensation |
|---------------------------|---------------------------|
| Foreman                   | \$50.13                   |
| Sub-Foreman               | \$47.65                   |
| Base Wage (Journeyman)    | \$43.93                   |
| Apprentice (0-500hrs)     | \$26.36                   |
| Apprentice (501-1000hrs)  | \$30.75                   |
| Apprentice (1001-2000hrs) | \$35.14                   |
| Apprentice (2001-3000hrs) | \$39.54                   |
| Apprentice (3001-4000hrs) | \$41.74                   |