



# THE CORPORATION OF THE DISTRICT OF CENTRAL SAANICH

## COUNCIL POLICY

<b>Adopted by Council</b> <b>Effective Date</b> July 10, 2017  Amendment Date(s): December 17, 2018	<b>POLICY NO.</b> <b>05.Fin</b>  File No: 340/2017
<b>SUBJECT: LIVING WAGE EMPLOYER</b>	
<b>Category:</b> Finance	

**PURPOSE:** - The purpose of the District of Central Saanich's Living Wage Policy is to ensure that all District Staff and Service Providers to the District who work on District premises for a specified period of time earn, at a minimum, a living wage.

**APPLICATION:** This policy applies to all employees, officers and other designated persons acquiring goods, services, rentals, leases and construction on behalf of the District of Central Saanich.

### OBJECTIVES AND PRINCIPLES

#### 1. Definitions

**District** refers to the District of Central Saanich.

**Declaration** is a document signed by a service provider confirming their compliance in paying a living wage to their employees covered under this Policy.

**Employees** are all staff employed by the District through employee agreement or collective agreement in either a full-time, part-time or auxiliary capacity.

**Living Wage** is the hourly rate of pay that enables wage earners living in a household to:

- Feed, clothe and provide shelter for their family
- Promote healthy child development
- Participate in activities that are an ordinary element of life in the community
- Avoid the chronic stress of living in poverty

This hourly rate is calculated based on the living expenses of a family of four with two children aged 4 and 7, with both parents working full-time (35 hours/week).

**Premises** are all District owned buildings, streets and facilities.

**Service Providers** are companies and their employees that have a direct business relationship to the District of Central Saanich. These employees are individuals that perform services to the District on District premises.

**Sub-Contractors** are companies and their employees that have been sub-contracted by our Service Providers. They do not have a direct business relationship with the District of Central Saanich.

## 2. Implementation, Compliance and Enforcement

Existing contracts still in force at the time of implementation of this policy will be grandfathered until such time as the contract expires or is renegotiated, whichever comes first.

The Living Wage for the Capital Region will be calculated annually by the Community Social Planning Council based on the methodology developed by the Living Wage for Families Campaign as noted above.

This Policy will encompass all District employees, Service Provider and Sub-contractor employees with the following exclusions:

- Students seeking work experience credits for educational purposes;
- Volunteers;
- Not for Profit volunteer based Community Service Organizations that receive funding from the District such as Brentwood Bay Community Association, Saanichton Village Association and Peninsula Country Market;
- Employees of organizations (for-profit or not-for-profit) that lease space or property from the District (Central Saanich Seniors, Lawn Bowling, Farmlands Trust, Boys and Girls Club).

The District has established the following criteria to determine a service provider's or subcontractor's eligibility under the Living Wage Policy.

- Contracts of more than 120 hours per year.
- Workers perform at least one continuous hour of work per occasion.
- An employee of a service provider or of its sub-contractor must perform services physically on District premises,
- Work is performed by those considered to be within the vulnerable sector e.g. landscaping, janitorial, food services).

The District, as a Living Wage Employer, will ensure all staff are paid no less than the living wage. The District will not open up any existing Employee Agreements or Collective Agreements during its existence to adjust hourly rates in the event those hourly rates dip below the Living Wage for that year. Instead, during the term of each current Employee or Collective Agreement, a living wage top-up will be

provided to individuals where the combination of hourly wage plus non-mandatory benefits falls below the threshold. This keeps the wage rate as set in the agreements and then tops up the amount to the annual living wage rate.

This rate can be achieved through a combination of hourly wage plus non-mandatory benefits. Non-mandatory benefits include employer contributions that help reduce an expense item that make up the living wage calculation such as extended health/dental care, MSP premiums, child care expenses, transport expenses, professional education development, enhanced vacation and sick leave, etc. They do not include payments that an employer is mandated by law to provide such as Employment Insurance and Canada Pension Plan contributions.

The District requires all service providers and sub-contractors, whose services fall within the parameters established within this policy, to be compliant for the duration of their contract with the District. Any existing contracts that are in place at the time of inception of this policy will not require immediate compliance should their wage rates be lower than that established Living Wage rate. However, a contract will require compliance at time of renewal.

The District will incorporate into all eligible competitive bid documents (Invitations to Tender and Requests for Proposal) a sample declaration to be signed as part of the Service Provider's contract with the District. Sample Declaration is attached.

The District will enforce the Policy when notification of non-compliance is received by the District. Non-compliance may result in the cancelation of the Contract at the discretion of the District

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## SAMPLE DECLARATION – LIVING WAGE EMPLOYER

I, \_\_\_\_\_ as a duly authorized signing officer of

Company: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Confirm that all employees and subcontractors under our contract with the District as outlined below, are paid not less than the “Living Wage” for the Capital Region as calculated by the Community Living Council.

I understand that this requirement extends only to those employees and sub-contractors’ with:

- Contracts of more than 120 hours per year.
- Where workers perform at least one continuous hour of work per occasion.
- Where an employee of a service provider or of its sub-contractor performs services physically on District premises, and
- Where work is performed by those considered to be within the vulnerable sector (e.g. landscaping, janitorial, food services).

I understand that the District will conduct a review if and when notification of breach of this compliance is received by the District.

I understand that in the event any breach of this declaration is found to be true, the District reserves the right to cancel its contract without penalty at any time once said authentication of the breach is made.

Contract Name: \_\_\_\_\_

Authorized Signatory:

Dated: