

# BILL

No. 48 of 1937.

An Act for the Relief of Workmen Employed on the  
Construction of the Glenmore Dam.

(Assented to \_\_\_\_\_, 1937.)

**W**HEREAS on or about the twenty-first day of July, 1930, a contract was entered into between the City of Calgary and The Bennett and White Construction Company Limited, for the construction of Glenmore Reservoir on the Elbow River for the City of Calgary (hereinafter called the Glenmore Dam) ; and

Whereas on or about the twenty-eighth day of January, 1931, a further contract for work on the Glenmore Dam was entered into between the City of Calgary and Canada Lock Joint Pipe Limited; and

Whereas on or about the twenty-fourth day of March, 1932, a further contract for work on the Glenmore Dam was entered into between the City of Calgary and Canadian Allis-Chalmers Limited; and

Whereas it was a term of each of the three contracts first hereinbefore mentioned, that the contractor should pay to persons employed in the carrying out of such contract, whether by the contractor or by any subcontractor, wages not less than the union or prevailing rate of wages; and

Whereas it was further provided that if default was made in the payment of wages at the rate aforesaid, the City of Calgary was authorized and empowered to pay the difference between the wages paid and the amount of wages at the stipulated rate; and

Whereas The Bennett and White Construction Company Limited, Canada Lock Joint Pipe Limited, and Canadian Allis-Chalmers Limited, have each entered into subcontracts in respect of the work so contracted to be performed by them respectively, with the following, namely: Commercial Cartage Company Limited, Allis-Chalmers, Humely Company Limited, and McDermitt Construction Company Limited; and

Whereas it was a term of the employment of workmen employed by the said contractors and subcontractors, or some of them, that any disputes as to wages should be dealt with in the manner therein provided; and

Whereas it has been made to appear that workmen employed by the said contractors and subcontractors, or some of them, upon the said works, have been paid wages at a rate less than the union or prevailing rate as aforesaid; and

Whereas it has been made to appear that in cases which have been dealt with in the manner provided by any such contract, the workmen failed to secure the payment of their wages at the union or prevailing rate as aforesaid; and

Whereas it has been made to appear that workmen who have been paid wages at less than the union or prevailing rate have been unable to obtain payment of the difference between the wages paid them and wages at the union or prevailing rate either from the contractors or subcontractors or the City of Calgary; and

Whereas it is just, proper and in the public interest that the workmen employed on the said works be afforded the opportunity to recover by action wages at the union or prevailing rate as aforesaid;

Now therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Alberta, enacts as follows:

**1.** Notwithstanding any statute or the provisions of any contract or any rule of law or equity to the contrary, any workman employed by any contractor or subcontractor engaged by the City of Calgary in the construction of the undertaking known as the Glenmore Reservoir on the Elbow River for the City of Calgary and also as the Glenmore Dam, shall be entitled to take proceedings in his own name in any court of competent civil jurisdiction, for payment of any wages or balance of wages which the said workman claims to be due to him in respect of his employment on any work connected with the Glenmore Dam.

**2.** In any such action the workman may recover from the contractors or subcontractors as the case may be, wages at a rate which is not less than the rate prescribed by the before recited contracts, and as if it had been an express term of the contract of hiring that the workman should be paid wages at a rate not less than the union or prevailing rate of wages for the work upon which he was employed, and as if the contract of hiring had been made between the workman and each contractor and subcontractor for the carrying out of the works upon which the workman was employed; or such sums as the City of Calgary could have paid to the workman and thereafter have recovered from the contractors or from the subcontractors or from any of them, because of the failure to perform the obligation under the contracts and subcontracts or any of them, as to wages and hours of work.

**3.** It shall be no defence that there is no privity of contract between the workman and any contractor or subcontractor.

**4.** Notwithstanding anything contained in any contract, no provision therein as to the manner in which disputes as

to wages shall be dealt with, and no proceedings by way of arbitration or otherwise taken in pursuance of any such provision, shall be available as a defence in any action taken under the powers conferred by this Act.

**5.** Notwithstanding any rule or practice to the contrary, in any action brought for the recovery of any wages to which this Act relates, any number of workmen may be joined as plaintiffs.

**6.** Notwithstanding the provisions of any Statute of Limitations to the contrary, any action for the recovery of any wages to which this Act relates, earned at any time since the commencement of the said works, may be brought at any time before the first day of April, 1938, but not afterwards.

**7.** This Act shall come into force on the day upon which it is assented to.

THIRD SESSION  
EIGHTH LEGISLATURE  
1 GEORGE VI  
1937

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Received and read the

First time.....

Second time.....

Third time.....

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MR. ANDERSON.

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EDMONTON:  
A. Shnitka, King's Printer  
1937