

**APPENDIX “X”**  
**LABOUR REQUIREMENTS**

- 1) The Contractor agrees that all work for the Toronto District School Board (the “Toronto Board”) under this contract shall be performed under the terms and provisions of the applicable ICI Provincial Agreements binding upon the affiliated unions of the Maintenance & Construction Skilled Trades Council (the “Council”) provided that the Contractor of subcontractors, as the case may be, performing such work are bound by the applicable ICI Provincial Agreements. The Contractor shall ensure and require that only subcontractors who are bound by the applicable ICI Provincial Agreements shall be let or sublet any contracts with respect to any of the work in which the Contractor is engaged regardless of whether it has a contractual relationship or otherwise with any subcontractor performing any such work.
- 2) The Contractor agrees that the Toronto Board shall deduct from monies otherwise due to the Contractor under this contract an amount equivalent to one half of one percent (0.5%) of the contract price with such deductions to be made on a *pro rata* basis from each payment by the Toronto Board to the Contractor and to remit such amounts to the Council each time the Contractor is paid.
- 3) The Contractor agrees to indemnify the Toronto Board for any damages arising from Any breach of these Labour Requirements by the Contractor.
- 4) It is agreed by the Toronto Board and the Contractor that, since these Labour Requirements are made expressly for the benefit of the Council, they shall be enforceable by the Council and the Contractor specifically agrees that these Labour Requirements are enforceable by the Council as if the Council were a party here to in addition to any claim which the Toronto Board may have hereunder. The Contractor, the Toronto Board and the Council shall designate a representative to meet within two working days to seek to resolve any dispute which may arise over a claim by the Toronto Board of the Council that the Contractor or any subcontractor has breached any terms or provisions of these Labour Requirements. Failing resolution of such dispute, either the Council or the Toronto Board may refer the matter to arbitration as hereinafter set forth. Any claim by the Council or the Toronto Board against the Contractor for any breach of the terms or provisions of these Labour Requirements shall be referred to any arbitrator from Construction Mediation Arbitration Services (the “Arbitrator”) under the *Arbitration Act* of Ontario who will hear and decide the dispute within two working days of receiving the claim. The Council, the Toronto Board and the Contractor shall be entitled to present evidence and make submissions before the Arbitrator who will render a final and binding decision. Without limiting the Arbitrator’s jurisdiction, the Arbitrator will have jurisdiction to direct the Contractor to cease and desist from breaching the terms and conditions of these Labour Requirements and/or to direct the Contractor to pay damages suffered by the Toronto Board or by the Council for breach of any terms or conditions of these Labour Requirements. The costs of the Arbitrator shall be borne equally by the Contractor, the Toronto Board and the Council and each of them shall be responsible for their own costs.

**Company Name** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_