

1.1 **Ontario Labour Conditions, Construction Lien Claims and Trades**

1.1.1 The Contractor shall employ in the performance of the Work only persons who are fully qualified to perform the Work required. The Contractor shall comply with the provisions of all Applicable Law, including without limitation, the Construction Lien Act, R.S.O. 1990, c. C.30, and where applicable, the Employment Standards Act, R.S.O.1990, c. E.14 and any regulations made under such statutes.

1.1.2 Any part of the Work that is performed by members represented by union locals under the provisions of any collective agreement to which TCH is also subject shall in each such case be performed only by an employer who is also subject to such collective agreement, unless, as verified by the Project Manager, the agreement does not prohibit such work from being performed by others. Without limiting the generality of the foregoing, such collective agreements include:

- (a) where applicable, the current collective agreements covering the residential sector of the construction industry in the geographical area in which the Work Site is located, under or pursuant to:
  - (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario, where it applies to the residential sector;
  - (ii) The Residential Agreement between the Electrical Contractors Association of Toronto and the International Brotherhood of Electrical Workers, Local 353;
  - (iii) The High Rise Residential Agreement between the Metropolitan Plumbing and Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local 46;
  - (iv) The Low Rise Residential Agreement between the Independent Plumbing & Heating Contractors' Association and the United Association of Journeymen and Apprentices of the Plumbing and Pipefitting Industry of the United States and Canada, Local Union 46; and
  - (v) The collective agreement between Toronto Community Housing Corporation and the Carpenters and Allied Workers, Local 27, United Brotherhood of Carpenters and Joiners of America;
- (b) where applicable, the current collective agreements covering other sectors of the construction industry, including the industrial commercial and institutional sector, in the geographical area in which the Work Site is located, under or pursuant to:

- (i) The Principal Agreement between the Electrical Trade Bargaining Agency of the Electrical Contractors' Association of Ontario and the International Brotherhood of Electrical Workers and the IBEW Construction Council of Ontario;
- (ii) The provincial agreement between the Mechanical Contractors' Association of Ontario and the Ontario Pipe Trades Council;
- (iii) The provincial agreement between the Carpenters' Employer Bargaining Agency and the Carpenters' Employee Bargaining Agency; and
- (iv) The provincial agreement between the International Union of Bricklayers and Allied Craftsmen and the Ontario Provincial Conference of the International Union of Bricklayers and Allied Craftsmen, and the Masonry Industry Employers Council of Ontario.

1.1.3 Subsection 1.1.2 shall apply to each sub-contractor *mutatis mutandis* and the Contractor shall include the provisions of each subsection of this section 1.1, with all necessary changes, in each of its contracts with sub-contractors for any part of the Work.

1.1.4 The Contractor shall indemnify and save harmless TCH from and against all loss, costs, claims, expenses, penalties, obligations and/ or damages (which shall include, for certainty, but are not limited to, grievances) suffered by TCH arising from the failure of the Contractor or any sub-contractor to comply with the requirements of subsections 1.1.2 or 1.1.3.