

APPENDIX “A”

THIS COLLECTIVE AGREEMENT made as of the day of
BETWEEN: _____
(The “Contractor”)

and

Maintenance & Construction Skilled Trades Council
(The “Council”)

The Contractor and the Council, on its own behalf and on behalf of its affiliated local unions (“the Affiliated Unions”) agree, each with the other as follows:

1. The general purpose of this Agreement is to establish and maintain satisfactory relations with the Council, its Affiliated Unions and their members, the Contractor, its employees and their subcontractors and their employees who are engaged in construction and/or maintenance work for the Toronto District School Board (“the Board”) at any project or job in any of the Board’s buildings in the City of Toronto or on any of its property in the City of Toronto (“the Work”).
2. The Contractor hereby recognizes the Council as the exclusive bargaining agent for all construction and maintenance employees engaged by it in any work for the Board at any project or job in any of the Board’s buildings in the City of Toronto or on any of its property in the City of Toronto (“the Work”) save and except bargaining rights which any of the affiliated unions may have with the contractor.
3. The Contractor agrees to:
 - a. Employ only members in good standing of the Affiliated Unions to perform the Work and agrees to remit the working dues of the Council to the Council, in accordance with “Article I – Union Security” of the Collective Agreement between the Board and the Council (“Collective Agreement”), including renewals thereof;
 - b. Let or sublet contracts only to contractors who are a party to or bound by a Collective Agreement with the Council in the form of this Appendix “A” and the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work;
 - c. Ensure and require that only contractors who are party to or bound by a Collective Agreement with the Council in the form of this Appendix “A” and the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work shall be let or sublet any contracts with respect to any of the Work in which the Contractor is engaged regardless of whether the Contractor has a

contractual relationship or otherwise with any contractor or subcontractor performing any of the Work;

- d. In addition to the above-noted obligations in Section 3 hereof, the Contractor agrees to recognize, observe and be bound by the applicable Provincial/Principal Agreements binding upon the Affiliated Unions covering the said Work and the following relevant provisions of the Collective Agreement, i.e. Article I – Union Security, including renewals thereof, and, accordingly, the Contractor will be considered to be the employer in the place of the Board under the “Collective Agreement” in all respects and for all such purposes. In the event of a conflict, the provisions of the applicable Provincial/Principal Agreements prevail;
 - e. In addition to the obligations in Section 3 (a), (b), and (c) hereof a contractor performing construction work who is listed in Appendix “C” of the “Collective Agreement” at schools listed in Appendix “D” of the “Collective Agreement” agrees to recognize, observe and be bound by the following relevant provisions of the “Collective Agreement” (all provisions applicable to the ICI Temporary Employees), including renewals thereof, and accordingly the Contractor will be considered to be the employer in the place of the Board under the “Collective Agreement” in all respects and for all purposes, including the grievance and arbitration provisions of such “Collective Agreement”;
 - f. In addition to the obligations in Section 3 (a), (b), and (c) hereof, a Contractor performing any work which is not covered by any of the Provincial/Principal Agreements binding upon the Affiliated Unions agrees to recognize, observe, and be bound by the following relevant provisions of the “Collective Agreement” (Rates of Pay in Appendix III, Hours of Work, Pay in lieu of Benefits, Vacation, statutory Holiday Pay, Union Security, the Grievance Procedure and Arbitration Provisions), including renewals thereof, and accordingly, such Contractor will be considered to be the employer in the place of the Board under said “Collective Agreement” in all respects and for all purposes, including the grievance and arbitration provisions of such Collective Agreement.
- 4. Any failure by the Contractor or any of the contractors referred to in subsection 3(c) hereof to comply with any of the obligations set forth in Section 3 of this Agreement and/or applicable provisions of the Collective Agreement referred to in Section 3, shall entitle the Council to grieve the Contractor under the grievance procedure contained in the “Collective Agreement” and to invoke the Ontario Labour Relations Act.
 - 5. This Agreement shall remain in force for a period of one (1) year from the date hereof and shall continue in force from year to year thereafter unless either party shall furnish the other with written notice of termination of or proposed revision of this Agreement not less than sixty (60) days before the date of its termination or in any like period in any year thereafter provided, however, that this Agreement shall remain in full force and effect until completion of all jobs and projects that have been commenced during the operation of this Agreement.

6. This Agreement shall be binding upon the Contractor, its successors, assigns, substitutes and associated or related entities.

IN WITNESS WHEREOF the party have caused this Agreement to be executed by their duty authorized representatives on their behalf as of the date and year first above written.

NAME OF CONTRACTOR

MAINTENANCE &
CONSTRUCTION SKILLED
TRADES COUNCIL

Per: _____

Per: _____