

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

QUALITY RUGS OF CANADA LIMITED

Applicant

- and -

**WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR
DEBT MASTER FUND L.P.**

Respondent

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES
LISTED IN SCHEDULE "A" HERETO (THE "APPLICANTS")

**RESPONDING MOTION RECORD OF LIUNA LOCAL 183
(RE: HOLDBACK)
VOLUME 3 OF 2**

September 19, 2023

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TO: THE SERVICE LIST

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B E T W E E N :

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AFFIDAVIT OF GRAHAM WILLIAMSON
(Sworn SEPTEMBER 19, 2023)

I, Graham Williamson of the City of Toronto, in the Province of Ontario,
SOLEMNLY AFFIRM AND DECLARE:

1. I am General Counsel to LIUNA Local 183 and am employed on an in-house basis. In this position I am responsible for amongst other things retaining, supervising and instructing counsel and as such have knowledge of the matters to which I hereinafter depose. Where the facts set out in this Affidavit are based on information provided to me by others, I have set out the source of the information in my affidavit and verily believe it to be true.
2. LIUNA Local 183 is a trade union that represents more than 70,000 construction and non-construction workers in Ontario. (the "**Union**" or "**Local 183**").
3. I understand that on August 4, 2023, the Court issued an interim Order, which *inter alia* imposed interim terms, which was extended. Subsequently, I understand the Court issued an Initial Order under the CCAA on August 24, 2023 and then an Amended and Restated Order, dated September 5, 2023. Attached hereto as **Exhibits "A", "B", "C", and "D"** are copies of the September 5, 2023 Amended and Restated Order, and the Court's endorsements of August 18, September 5 and 12, 2023.

4. I provide this affidavit in response to the Application Record of Quality Rugs of Canada Limited (along with its related entities "QSG") (the "**QSG Application**"). This affidavit is also sworn further to the August 17, 2023 affidavit of Maheen Merchant, and with respect to the below described Piecework Holdback.

5. There are 3 types of holdbacks described in this Affidavit. While described in greater detail later in this Affidavit, for clarity they are referred to by separate terms as:

- (a) "*Construction Holdbacks*" being statutory holdbacks that arise under the *Construction Act*;
- (b) "*Piecework Holdback*" being holdbacks that arise under the Union's collective agreements with the Residential Tile Contractors Association (the "**RTCA**") or under the collective agreement which was in place between the Union and QSG in respect of hardwood, laminate and related floor coverings. As described below, these holdbacks arise solely under the collective agreement. They are funded by after tax dollars earned by the pieceworker installers and are held by QSG against possible deficiency or backcharge claims arising under such collective agreements. These are subject to grievance proceedings described below; and,
- (c) "*Builder Freeze Funds*" being provisions under collective agreements between the Union and the Toronto Residential Construction Labour Bureau (the "**TRCLB**") and/or the Union and the Durham Residential Construction Labour Bureau (the "**DRCLB**") which allow the Union to request that a builder freeze funds owing to a subcontractor to avoid liens or garnishments. Once frozen such funds can be voluntarily released by the Union, but are otherwise held until the arbitrator issues their decision which addresses the frozen funds.

6. QSG is maintaining \$97,083.41 in Piecework Holdback. The Union *inter alia* seeks to ensure that the CCAA proceedings or any potential sale arising from this proceeding do not frustrate or render moot claims under the Union's Collective

Agreements and that those Pieceworker Holdback funds are paid out as per the Collective Agreements and/or returned to the workers. The Union seeks orders that Pieceworker Holdbacks be held in trust even after the potential sale of QSG and/or held by and/or paid into Court and in any event that they do not form part of the estate of the Debtors and cannot be disposed of by this Honourable Court.

Background and Collective Agreements

7. QSG was bound to the Collective Agreement between the Residential Tile Contractors Association and the Union, dated May 1, 2022 to April 30, 2025 (the "**Tile Collective Agreement**") but only with respect to low rise residential construction. A copy of the Tile Collective Agreement is attached hereto as **Exhibit E**. This collective agreement provides for a Pieceworker Holdback.

8. The Union abandoned bargaining rights in May 2023. In response, QSG brought an application at the OLRB which was resolved in Minutes of Settlement as attached hereto as **Exhibit F**. This settlement confirms that the Union has abandoned bargaining rights, but allows QSG to complete certain work without the Union enforcing the subcontracting provisions to the TRCLB, DRCLB or MTABA Agreements (which could result in the builder paying damages to the Union, or removing QSG, or both) in exchange for QSG applying the terms and conditions of the RTCA Agreement. Under s. 96(7) and 114(1) of the *Labour Relations Act*, the Ontario Labour Relations Board has exclusive jurisdiction to enforce this settlement and to determine any question of fact or law arising from them.

9. QSG was also bound to a Collective Agreement between the Union and QSG relating to Residential Carpet, Hardwood, Laminate and Floor Coverings, dated May 1, 2019 and April 30, 2022 (the "**Hardwood Collective Agreement**") and as renewed thereafter. A copy of the Hardwood Collective Agreement is attached hereto as **Exhibit G**. That Collective Agreement contained a Pieceworker Holdback provision. As of around May 2023, the Ontario Labour Relations Board issued a decision that Local 183's bargaining rights regarding the Hardwood Collective Agreement were displaced by another Union (the Carpenters Union).

10. The majority of the workers continued to work for QSG under the new collective agreement with the Carpenters Union. However, at least one of the workers, namely Radisa Zlatahnic operating as MRAD ("**Radisa**") left QSG in May 2023 to continue employment with another contractor bound to a Local 183 collective agreement. Radisa has requested return of his Pieceworker Holdback under the Hardwood Collective Agreement and that amount remains outstanding.

11. The Union is bound to a house builders collective agreement with the Toronto Residential Construction Labour Bureau (the "**TRCLB Agreement**") which applies in OLRB Geographic Areas 7, 8, 18 and 27. The Union is also bound to a housebuilders collective agreement with the Durham Residential Construction Labour Bureau (the "**DRCLB Agreement**") which applies in OLRB Geographic Areas 9, 10, 11, 12 and 29. The Union is also bound to an apartment builders collective agreement with the Metropolitan Toronto Apartment Builders Association (the "**MTABA Collective Agreement**") which applies in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18 and 27.

12. The TRCLB and DRCLB Agreements contain Builder Freeze Funds provisions. Additionally, each of the TRCLB, DRCLB and MTABA collective agreements restrict the ability of builders / developers to subcontract work, including certain tile work, to contractors which are bound to the Tile Collective Agreement.

Local 183 Workers are Employees for the Purposes of Insolvency Proceedings

13. The bargaining unit under the Tile and the Hardwood Collective Agreements (collectively, the aforementioned "**Collective Agreements**") include both Hourly Workers and Pieceworkers. Generally speaking, piecework pays workers a fixed piece rate for each unit produced or action performed regardless of time. Piece rate jobs are not uncommon in the construction trade unions.

14. For example, the Tile Collective Agreement:
- (a) Sets out the rate of pay for both the Hourly Workers and Pieceworkers and even provides that QSG can direct a Pieceworker to work on an hourly basis (see Articles 6 and 7, and schedules A and B);

7.02 In the event that any Pieceworker/Subcontractor is directed by the Company to work on an hourly rated basis, it is agreed that the Pieceworker/Subcontractor shall be paid in accordance with the hourly rated schedule, Schedule "A" including all benefits, deductions, and contributions.
 - (b) Provides that QSG determines the number of workers required at any operations; determines the times and locations of machines, tools and equipment to be used and the schedule of production; and hires, fires, discharges, promotes, demotes, layoffs, suspends, and disciplines both the Hourly Workers and the Pieceworkers (see Article 5);
 - (c) Provides a Grievance and Arbitration procedure for both Hourly Workers and Pieceworkers (Article 8);
 - (d) States that the number of Union Stewards is dependant on the amount of both Hourly Workers and Pieceworkers; and the Union Steward is appointed by both the employees and Pieceworkers "who have had a regular employment relationship with the Company" (Article 11 and 11.02);
 - (e) Requires both Hourly Workers and Pieceworkers "as a condition of employment" to wear certain protective and safety gear (Article 14); and,
 - (f) Requires remittances and contributions for various benefits earned by the workers to be paid on behalf of both Hourly Workers and Pieceworkers (see below for more of a description) (Articles 19, and 20).

15. Similarly, for example, the Hardwood Collective Agreement:
- (a) Sets out the rate of pay for both the Hourly Workers and Pieceworkers (see Articles 5.01, 6.01 and schedules B, C, D, and E), and provides that QSG has "met its obligations for wages and remittances in respect of production pieceworkers... by payment of the dues, benefits or other remittances to the Union" (see Article 17.05);
 - (b) Provides that QSG determines the number of workers required at any operations; determines the times and locations of machines, tools and equipment to be used and the schedule of production; and hires, fires, discharges, promotes, demotes, layoffs, suspends, and disciplines both the Hourly Workers and the Pieceworkers (see Article 4.01);
 - (c) Provides that the Hourly Workers and Pieceworkers shall only take direction or instruction in reference to the work from a managerial employee (Article 4.03);
 - (d) Requires QSG to neither direct nor permit its Hourly Employees and Pieceworkers to perform work on Sundays (Article 5.06);
 - (e) Provides a Grievance and Arbitration procedure for both Hourly Workers and Pieceworkers (Article 7);
 - (f) States that the Union Stewards shall be appointed from among the Hourly Employees or Pieceworkers (Article 11.01);
 - (g) Requires both Hourly Workers and Pieceworkers "as a condition of employment" to wear certain protective and safety gear (Article 14.01);
 - (h) Requires remittances and contributions for various benefits earned by the workers to be paid on behalf of both Hourly Workers and Pieceworkers (see below for more of a description) (see Articles 3.05, 3.05 b) and c), 19.01, 19.03, 19.04, and Schedules B, C, D, and E); and,

- (i) Provides for two mandatory paid breaks every day and an unpaid lunch break, for both Pieceworkers and Hourly Employees (see Article 21 – "Conditions of *Employment*").

16. The rate of pay for both the Hourly Workers and Pieceworkers are set out in the Collective Agreements.

17. As part of the Union members' compensation, in addition to amounts owed for direct salary, various amounts are paid on their behalf and for their benefit to the Union/related Union Trust Funds (e.g. Pension; health and benefit fund for eligibility in a health plan that provides medication, eyewear, disability coverage; training fund, vacation pay fund, etc.). For hourly workers these are paid per hour, and for Piecework employees they are paid on a percentage of the total amount payable. They are part of the workers' compensation package (regardless if they are an Hourly Worker or a Pieceworker). They are earned by the worker, and are then required to be paid to the Union or the Trust Funds established under the Collective Agreement by no later than the 15th day of the month following.

18. As set out in Schedule B of Article 5 of the Tile Collective Agreement, a percentage of the piecework rates is to be remitted to the Union for the provision of various remittances and deductions as provided for in the Collective Agreement. This includes *inter alia* vacation and holiday pay, benefit plan contributions and pension benefit contributions. The current benefit contribution rate is 20.75%.

19. The Hardwood Collective Agreement has similar provisions at Article 19.03 and Schedule C Article 6.04; and Schedule E Article 8.04. I understand that work under the Hardwood Collective Agreement stopped around May 2023. There is an outstanding claim for the \$2,000 Holdback owed to Radisa, described below.

20. It is the Union's position that these amounts (other than pension contributions) are entitled to super secured priority under sections 60(1.3), 81.3, and 81.4 of the *Bankruptcy and Insolvency Act* (the "**BIA**") and protection by section 6(5) of the *CCAA*. For example, Section 81.3 of the BIA provides:

Security for unpaid wages, etc. — bankruptcy

81.3 (1) The claim of a clerk, servant, travelling salesperson, **labourer** or **worker** who is owed **wages**, salaries, commissions **or compensation** by a bankrupt **for services rendered** during the period beginning on the day that is six months before the date of the initial bankruptcy event and ending on the date of the bankruptcy is secured, as of the date of the bankruptcy, to the extent of \$2,000 — less any amount paid for those services by the trustee or by a receiver — by security on the bankrupt's current assets on the date of the bankruptcy. [emphasis added]

21. In addition, the *Construction Act*, RSO 1990, c C.30, expressly provides that wages includes money earned by a piece worker, and all union benefits and contributions; and that workers thus includes pieceworkers.

Interpretation

Definitions

1 (1) In this Act,

"monetary supplementary benefit" includes any contribution, remittance, union dues, deduction, payment or other additional compensation of any kind; ("avantage pécuniaire supplémentaire")

"wages" means the money earned by a worker for work done by time or as piece work, and includes all monetary supplementary benefits, whether provided for by statute, contract or collective bargaining agreement; ("salaire")

"worker" means a person employed for wages in any kind of labour; ("ouvrier")

"workers' trust fund" means any trust fund maintained in whole or in part on behalf of any worker on an improvement and into which any monetary supplementary benefit is payable as wages for work done by the worker in respect of the improvement; ("fonds en fiducie des ouvriers")

22. Further, the *Labour Relations Act*, 1995 RSO 1995, c 1, Sch A expressly provides that an employee includes a dependant contractor.

Definitions

1 (1) In this Act,

“dependent contractor” means a person, whether or not employed under a contract of employment, and whether or not furnishing tools, vehicles, equipment, machinery, material, or any other thing owned by the dependent contractor, who performs work or services for another person for compensation or reward on such terms and conditions that the dependent contractor is in a position of economic dependence upon, and under an obligation to perform duties for, that person more closely resembling the relationship of an employee than that of an independent contractor; (“entrepreneur dépendant”)

“employee” includes a dependent contractor; (“employé”)

23. Moreover, Courts have held that directors of Ontario Corporations are personally liable under section 131 of the *Ontario Business Corporations Act* for unpaid contributions owing to a union benefit fund – see *Gardner v Vella*, 2016 ONSC 4146 (CanLII), <https://canlii.ca/t/gs7gm> (para. 14).

24. Paragraph 13 of the Affidavit of John A. Pacione, affirmed August 3, 2023 in support of the QSG Application (the "**Pacione Affidavit**") indicates that the Pieceworkers are "independent contractors", and does not refer to them as employees for the purposes of these insolvency proceedings. He also states that "virtually all of the Ontario residential" installation work is done by pieceworkers.

25. The Union disagrees with QSG's characterization of Local 183 Pieceworkers.

26. Paragraph 13 of the Pacione Affidavit also does not refer to Local 183 workers. Based upon employer contribution reports (described below), I estimate that QSG has about 40 active Local 183 members who work for QSQ (about 9 Hourly Workers and about 30 Pieceworkers) at the time of the CCAA filings.

Pension Plan

27. Paragraph 14 of the Pacione Affidavit provides that QSG does not provide any pension plans for its employees. That statement is not accurate.

28. With respect to the Local 183 workers (both Hourly Workers and Pieceworkers), QSG does indeed participate in a prescribed pension plan.

29. Under the Tile Collective Agreement, QSG is required to pay funds with respect to pension contributions on the Union members' behalf, which is paid to a prescribed pension plan. See, for example Articles 19, 19.04, 19.09, 8.04, Schedule A, and Schedule B Article 2 etc.

30. This is a multi-employer pension plan that is administered by the Trustees of the LiUNA Pension Fund of Central and Eastern Canada. Attached hereto as **Exhibit H** is a copy from the website of the Financial Services Regulatory Authority of Ontario confirming same.

31. The pension benefit contributions are earned by the Local 183 workers and paid by the Debtor depending on the hours worked or piece of work by the worker. The Union's position is that any unpaid pension contributions are entitled to super-secured priority under sections 60 (1.5), 81.5 and 81.6 of the BIA and are protected by section 6(6) of the CCAA.

Monthly Pension and Benefit Contributions

32. Under the Collective Agreements, remittances and contributions for union dues, pension and benefits, are payable by no later than the 15th of every month for work performed in the previous month, and form part of the Union worker's compensation.

33. Attached hereto as **Exhibits I and J** is the monthly employer contribution and remittance report prepared by QSG for the Tile Hourly Workers and the Pieceworkers for the prior month. Some information was redacted due to privacy. The reports were prepared by QSG and are required to be prepared under the Collective Agreement. They confirm that for the month of June 2023 there were 10 Hourly Workers and 28 Pieceworkers.

34. I understand that there is approximately \$2,083.40 of shortage owing by QSG with respect to various miscalculations of benefit contributions throughout 2022. Attached hereto as **Exhibit K** is a copy of a recent Statement of Account from the pension fund (parts have been redacted due to privacy concerns).

QSG Failed to Pay Remittances on August 15th

35. Article 19.01 b) of the RTCA requires that the company shall provide by the 15th of every month: a) a Remittance Report; and b) payment to the Union and related trust funds of the various benefits and remittances owed for benefits, pension benefits and other remittances.

ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.

19.01 (a) The Company bound to the terms and conditions of this Agreement **shall be responsible for payment of all remittances to the Union and/or its Trust Funds** as outlined in this Agreement with respect to hourly paid employees and shall further be responsible for remittances to the Union and/or its trust funds for amounts allocated for benefits for Pieceworkers/Subcontractors.

b) Such deductions and remittances shall include regular monthly Union dues, and working dues outlined by the Union, and the various other benefits provided for in Schedule "A" and Schedule "B" of this Collective Agreement. **The remittances shall be paid on a regular monthly basis by the fifteenth (15th) day of the month following the month such remittances, deductions or contributions were due.** The **Remittance Report** shall include the names and Social Insurance Numbers of the hourly employees of the Company, shall include the name of the Pieceworker/Subcontractor (whichever the case may be) and the relevant invoices provided to the Company by such entities.

ARTICLE 20 – INDUSTRY FUND

20.03 The contribution shall be remitted along with the Union remittances set out in this Collective Agreement (the Union remittances are set out in Schedule "A" for hourly employees and in Schedule "B", Article 4 for Pieceworkers/Subcontractors) payable to the "Local 183 Marble, Tile Clearance Fund" on or before the fifteenth (15th) of the month following the month which the contributions were due.

36. On or about August 14, 2023, the Union learned that QSG brought an Application for protection under the CCAA and that Waygar brought a completing application for a Receivership. Accordingly, the Union was very concerned about the payment of ongoing benefits and remittances.

37. On August 15,th I requested that the Union's Sector Coordinator for the Tile Sector (Janusz Argasinski) contact QSG and offer to pickup the remittance reports and cheques for the owing July contributions. He advised me that he left a message for Payroll Administrator Maria Baptista. Her voicemail did not indicate whether she was out of the office, and he did not receive a call back. Throughout the day, I directed various inquiries to the benefits, pension and other departments to determine whether QSG had made their remittances.

38. Remittances reports and payment for dues, benefits, pension benefits and other remittances were not received on August 15th as required by the Collective Agreement.

39. QSG was in breach of the Tile Collective Agreement. There was a lot of confusion about the pending competing insolvency applications. It was not clear whether the CCAA proceeding would be granted or whether QSG was bankrupt. The Union was very concerned.

40. I directed that steps be taken to try and protect the Unionized workers including that a grievance be prepared against QSG; that notices be sent to Builders where QSG was known to or believe to be working, requesting information under the *Construction Act* and asserting rights to lien; and for builders bound to the TRCLB or DRCLB Collective Agreements the letter also gave notice of the Union's intention to activate the Builders Freeze Funds provisions.

41. I understand that QSG did not remedy this breach until August 21, 2023. QSG is required to make three separate payments – i.e. send three separate cheques. The first cheque is to "LIUNA Local 183 Members Benefit Fund" regarding health and welfare benefit contributions, training fund and other various benefit contributions; the second cheque is to "LIUNA Local 183" regarding working dues and monthly dues; and the

second cheque is to the LIUNA Pension Fund of Central and Eastern Canada (the "**Pension Fund**").

42. QSG delivered payments of the three cheques on August 17, 17, and 21 respectively. Attached hereto as **Exhibits L, M, and N** are the stamped reports from the Union, benefits offices, and Pension Fund, confirming the dates that they received the Remittance Report and payments. These stamps are put in the usual and ordinary course of business on the day when the documents or payments are received. In addition, I specifically recall making inquiries within Local 183 on August 15 and 16, 2023, and they confirmed that the monthly benefits and remittances were not paid.

43. Attached hereto as **Exhibit O** is a copy of email exchanges between Local 183 and QSG confirming benefits were delinquent. QSG responded to an inquiry of missing payments from the Union four days later on August 21, 2023. In this email exchange Ms. Maria Baptista confirms that she had not been at work the week prior; as such the Union understands that she could not have responded to the call from Janusz Argasinski.

The Notice Letters

44. Copies of the TRCLB and DRCLB collective agreements are attached hereto as **Exhibit P and Q**.

45. Article 6 of the TRCLB and DRCLB Collective Agreements provides for a Holdback Mechanism (the "**Builders Freeze Funds**"). The Builders Freeze Funds is separate and apart to holdback requirements under the *Construction Act*; and arise under the collective agreements.

46. Briefly, the Union may require, under the TRCLB and DRCLB Collective Agreements, for the contractors and/or builder to "freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits or any other matter covered by the... Collective Agreement."

6.01 **The Union may, at any time, at its' option, activate the Holdback Mechanism described herein.** The Holdback Mechanism is in addition to, and separate from, the Expedited Arbitration process. The Holdback Mechanism is as follows:

(i) The Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor **of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism.** During this two (2) working day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.

(ii) If the matter remains unresolved, the **Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by** this Enforcement System and/or **the applicable Collective Agreement,** on any project where the Contractor has performed, is performing or will perform work for the Builder or Contractor. The Holdback Notice must be delivered to the Builder and/or Contractor by Priority Post Courier, Registered Mail, regular mail or hand delivery to the Builder and/or Contractor. At the time of acknowledged receipt of this Notice, the Builder and/or Contractor must respond in writing within two (2) working days, acknowledging the Holdback Notice and state the amounts that are owed and/or payable to the Contractor. **The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members by the Contractor.** Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being jointly and severally liable for the full amount outlined in the Holdback Notice.

(iii) Upon such notice, all money payable or becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, **or until the Arbitrator issues their decision which addresses the frozen funds;** provided however, that the total amount frozen by all Builders and Contractors shall be no greater than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.

(iv) A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues their decision which addresses the funds so held. Where the payment that is the subject of a Holdback Notice has been made by the Builder or Contractor to the Union in Trust, the Builders or Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

6.02 If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.

6.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Contractor(s), **will be supplied to the Arbitrator hearing the matter and upon receiving such, the Arbitrator must address the issue of the frozen funds** retained by the Builder(s), Contractor(s) and/or Union.

6.04 Any amounts subject to the Holdback shall first be applied to payment for the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback Mechanism is without prejudice to the provisions contained in the Collective Agreements, including any Lien or other statutory rights.

6.05 **The Arbitrator, in the course of their decision, shall have the following powers** relating to this Holdback Mechanism:

(i) **to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;**

(ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;

(iii) where more than one Builder and/or Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have the authority to apportion the amount of frozen funds which any one Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s)

to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;

(iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision;

(v) to issue all orders and directions necessary to carryout the spirit and intent of these provisions.

47. Given the failure of QSG to pay the monthly benefits and pension benefits and remittances as required under the Tile Collective Agreement and the issues described below with respect to the Holdback, the Union took steps to try and protect the Unionized workers. The Union sent notices to Builders where QSG was known to or believed to be working, requesting information under the *Construction Act* in order to assert and preserve its rights to lien; and for builders bound to the TRCLB and DRCLB Collective Agreements, the letter also gave notice of the Union's intention to active the Builders Freeze Funds provisions should QSG not pay all outstanding amounts by August 18, 2023 (the "**Notice Letters**"). Attached hereto as **Exhibit R** is a sample copy of each of these letters. The letters sent to the other builders were virtually identical.

48. Each of the Notice Letters were sent to QSG, including by way of facsimile and registered mail. At this point the Monitor had not been appointed and there was no lien regularization process in place. Each letter advised the builder that the Union estimated the total amount of QSG's liability to the Union and its members to be approximately \$250,000. That amount was described as including monthly remittances and contributions, as well as Piecework Holdback amounts of \$95,083.41.

49. The Union has not subsequently sent a letter to any Builder under the TRCLB or DRCLB demanding that the funds are to be frozen in relation to these matters. The Union has not since filed or proceeded with a lien in respect of these matters.

50. I am advised by Demetrios Yiokaris of Koskie Minsky LLP and verily believe that QSG has indicated it intends to schedule a motion for relief concerning these Notice

Letters. To date, the company has not indicated the precise relief sought nor filed any material regarding same.

51. I confirm that these Notice Letters were sent in good faith to preserve and in furtherance of lien rights and/or pursuant to the Union's rights under the TRCLB and DRCLB Collective Agreements. At the time, they were sent, QSG was indeed in breach of the Tile Collective Agreement.

52. QSG submitted its monthly contributions reports and cheques for work performed under the RTCA Agreement in August 2023 on or before September 15, 2023. The Union therefore did not take any action and has not sent out any further notices.

53. Further, as set out in Article 6 and reinforced in Articles 4 and 5 of the TRCLB and DRCLB Collective Agreements, issues relating to the Freezing Mechanism are to be referred to grievance arbitration. This is not within the Court's jurisdiction.

54. In any event, only about a handful of contractors and/or builders have responded to the Notice Letters. Prior to August 15th we responded that the July 2023 benefits were paid, and we are not currently requesting that they freeze or hold funds. That being said, the Union is still very concerned about the Holdbacks. Attached hereto as **Exhibit S** is a copy of a recent email exchange with a builder regarding same.

55. On September 16, 2023, after receiving confirmation that the August remittances had been paid, the Union provided written notice to the RTCA, the DRCLB, TRCLB and MTABA confirming that QSG had paid its July remittances, and that the August remittance reports and cheques had been received on time and that we were optimistic that they would clear. Copies of those emails are attached at **Exhibit T**. That email also indicated that they could advise their members of this fact, and directed that contractors or builders could contact me if they had any further inquiries.

56. The Monitor and other parties are aware that the Union has advised contractors that the July remittances were paid. The monitor has been sending letters to various builders in which they claim:

“We understand from QSG that amount is being withheld because of a letter sent by LIUNA Local 183 (the “Union”) on August 16, 2023 (copy attached), to various owners/builders who have contracts with QSG. The letter asserted that QSG has failed to remit contributions and deductions relating to work performed by Union members at the owners’/builders’ projects.

We are writing to you to confirm that those remittances have been paid as evidenced by the attached email sent from the Union to an owner/builder on September 5, 2023. We can also confirm that QSG is current with its monthly contribution and deductions to the Union as required under the collective agreement between the Union and the Residential Tile Contractors Association. Accordingly, there is no impediment to making the outstanding payment.”

57. Along with this the Monitor is including an email from then LIUNA Local 183 counsel Maheen Merchant.

58. I am advised by Mr. Yiokaris and verily believe that Christ Besant, counsel for QSG alleged these Notice Letters have caused at least \$1.5 million holdback in accounts receivable. Mr. Yiokaris advises and I verily believe that he advised the Monitor's lawyer and Mr. Besant that the Union has, to date, responded to anyone that has contacted it that the July 2023 benefits were paid, and that the Union is not currently requesting that they freeze or hold funds. Mr. Yiokaris further made inquiries with QSG and the Monitor for particulars of any contractor or builder who is claiming that they are refusing to release funds because of the Notice Letters; and that no such particulars have been provided.

59. I have not received any indication from the builders or contractors that anyone is holding back those amounts, let alone that they are doing so at the request of the Union. If builders are refusing to pay QSG, or are refusing to pay invoices that QSG, the Monitor or Ironbridge believes are owing, it may be because QSG has abandoned the jobs, because QSG has not performed the work, because of deficiencies on their project, or for various other commercial reasons. The attempt to blame the Union for QSG’s commercial failures is unfounded.

The Outstanding Pieceworker Holdbacks

60. Article 17.08 of the Tile Collective Agreement allows QSG to withhold an amount from the Pieceworker from their earned compensation of up to \$2,000 for payment of any

back charges or deficiencies. These funds are owned by the Piecworker, not the company. Moreover, these funds are to be held in trust in a separate holdback account. Also, every month, QSG is to provide any accounting as to the holdback amounts they are currently holding in trust (the aforementioned "**Holdback**").

61. Article 17.08 of the Tile Collective Agreement provides:

Holdback Account

(a) The Company may at its option **withhold an amount from the Piecworker/Subcontractor** not to exceed the sum of two thousand (\$2,000.00) for payment of any back charges or deficiencies. The said amount may be withheld for a period not to exceed six (6) months from the date of commencement of work by the Piecworker/Subcontractor for the Company or three (3) months from the time that the Piecworker/Subcontractor no longer works for the Company, whichever is the greater.

(b) It is understood that any **holdback referred to in subparagraph (a) above consists of amounts owing to the Piecworker/Subcontractor**, subject to the provisions of Article 17.06 or subparagraph (a) above. **When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Piecworkers/Subcontractors**, written notice shall thereafter be given to the Piecworker/Subcontractor and the Union of the amounts designated for holdback. When amounts are deducted from holdback as a result of back charges or deficiencies, written notice shall thereafter be given to the Piecworker/Subcontractor and the Union of the amount of such deduction.

(c) By no later than the 15th day of each month each Company which **maintains a holdback account for any Piecworker/Subcontractor** covered by this Collective Agreement **shall provide a Holdback Summary Notice. The Holdback Summary Notice shall list the names of each Piecworkers/Subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month.** The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all Piecworkers/Subcontractors.

(d) There shall be no penalty for the first violation by a Company of subparagraphs (b) and (c) during the life of this Collective Agreement. If, during the life of this Collective Agreement, the

Company should breach subparagraph (b) or (c) a second time they shall pay damages to the Union of one hundred dollars (\$100.00), and five hundred dollars (\$500.00) for each violation thereafter.

[emphasis added]

62. Notably:

- (a) it is described as a "**Holdback Account**",
- (b) they are created by QSG "**withhold[ing] an amount from the Pieceworker**" – i.e. this is the Pieceworker's money that is taken by the Company to create the holdback;
- (c) it expressly requires the Company "**maintains a holdback account for any Pieceworker**"; and
- (d) the Company is obliged to keep detailed accounting of the amounts owed for each Pieceworker and sends reports on a monthly basis.

63. Attached hereto as **Exhibit U** is the Holdback Summary Notice prepared by QSG with respect to the Local 183 Pieceworkers as of June 30, 2023, which was sent around July 15, 2023. This relates to the workers under the Tile Collective Agreement. The total amount as of the end of June 2023 was \$95,083.41. I anticipate the amount currently being held in trust (or supposed to be held in trust) is around that amount.

64. Similar to the Tile Collective Agreement, the Hardwood Collective Agreement also creates a Holdback for the Pieceworkers.

65. Schedule C, Article 4 and Schedule E, Article 7 provide:

ARTICLE 7 - HOLDBACK ACCOUNTS

...

7.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. **The Company shall be entitled to deduct money owing to the**

pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than ten (10%) of any invoice for holdback and/or back charges.

7.03 If a pieceworker/subcontractor is no longer performing work for the Company, the Company may deduct money from the holdback account to satisfy a back charge, provided that it has followed the procedure set out in Article 18 of the master portion of this collective agreement, and in which case the Deficiency Notice shall be hand delivered to pieceworker/subcontractor or sent to him by Registered Mail at the last address provided to the Company.

7.04 **The Company acknowledges that the holdback accounts belong to the pieceworkers/subcontractors and that any such monies are held in trust by the Company. The Company will keep all holdback monies in a designated holdback account.** By no later than the 15th day of each month each Company which maintains a holdback account for any pieceworker/subcontractor covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list the names of each pieceworkers/subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all pieceworkers/subcontractors

7.05 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may thereafter take steps to replenish the holdback account, subject to the provisions of Article 7.02 above.

7.06 All holdback monies will be returned to the pieceworker/subcontractor twenty four (24) months after they last performed work for the Company. With respect to any deficiency notices issued under Article 18.02(a) of the master portion of the Collective Agreement which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the pieceworker/subcontractor.

7.07 On the signing of this agreement, and thereafter on January 15th of each year, the Company will advise each pieceworker for whom it maintains a holdback account of the amount being held in that holdback account. The notice shall be in writing and a copy shall be provided to the Union.

66. Attached hereto as **Exhibit V** is a copy of the last Holdback report provided by QSG to the Union regarding the Hardwood Collective Agreement. Notably, it provides that \$2,000 is owed to Radisa, identified as "MRAD".

67. Around September 7, 2023, Radisa contacted the Union about his Holdback claim of \$2,000 under the Hardwood Collective Agreement. As indicated above, he stopped working for QSG around May 2023, after QSG ceased to be bound to a Local 183 Hardwood Collective Agreement. He has not yet received a return of his Holdback. Since it is no longer bound to a Hardwood Collective Agreement with Local 183 QSG has no legal basis for retaining this money. I understand that QSG is taking the position that under the expired Hardwood Collective Agreement, the Company may be delay the return for up to 24 months and that the money will be returned to Radisa at that time. Attached hereto as **Exhibit W** is a copy of his request to QSG for a return of his \$2,000 Holdback. I understand that Radisa submitted this to QSG around early September 2023.

68. I understand that Radisa is not currently working for QSG. He is not working under the Carpenters' Collective Agreement and if it has a provision for the establishment of a holdback it will not apply to Radisa. Accordingly, if this Court does not take some action to segregate or protect Radisa's holdback account, the sale will make it impossible for the Union to file a grievance under the Hardwood Agreement or to take steps to recover his earned monies.

69. I am advised by Mr. Yiokaris and verily believe that on September 7, 2023 he alerted QSG's counsel to Radisa's additional \$2,000 Holdback claim, and provided a copy of the Hardwood Collective Agreement, as well **Exhibits U** and **V**. This is set out in an email communication. I have not attached same as part of the email communication may be without prejudice communications.

70. Moreover, I am advised by Mr. Yiokaris and verily believe that he has had several without prejudice discussions and exchanged without prejudice communications with counsel for QSG relating to the Holdback. Moreover, both Mr. Yiokaris and I have independently had multiple without prejudice discussions with Ironbridge with respect to the Holdback; and Mr. Yiokaris has also had without prejudice discussions with the Monitor regarding same.

71. The Holdback was raised immediately after the Union had notice of these proceedings and is set out in the Affidavit of Maheen Merchant, sworn August 17, 2023.

Grievances

72. Section 15 of the Model CCAA Order provides that the stay does not "affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA."

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, **(ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA,** (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien. [emphasis added]

73. Although the August 5, 2023 Order did not have this language of sub ii), I understand the subsequent September 5, 2023 CCAA Order in these proceedings included that language. This issue was raised in the August 17, 2023 Affidavit of Ms. Merchant.

74. I further understand that this section was recently interpreted to include grievances under the *LRA* – see *Labourers’ International Union of North America, Local 183 v Roniso Corporation*, 2022 CanLII 52332 (ON LRB), <https://canlii.ca/t/jpts3> (see paras. 42 to 47).

75. Moreover, as pointed out in the decision, section 11.1 of the CCAA prohibits the stay affecting grievances, unless an application is made by QSG and on notice to the regulatory body and to the persons who are likely to be affected by the Order to exempt various grievance. The CCAA provides:

Meaning of regulatory body

11.1 (1) In this section, regulatory body means a person or body that has powers, duties or functions relating to the enforcement or administration of an Act of Parliament or of the legislature of a province and includes a person or body that is prescribed to be a regulatory body for the purpose of this Act.

Regulatory bodies — order under section 11.02

(2) Subject to subsection (3), **no order made under section 11.02 affects a regulatory body’s investigation in respect of the debtor company or an action, suit or proceeding that is taken in respect of the company by or before the regulatory body, other than the enforcement of a payment ordered by the regulatory body or the court.**

Exception

(3) **On application by the company and on notice to the regulatory body and to the persons who are likely to be affected by the order,** the court may order that subsection (2) not apply in respect of one or more of the actions, suits or proceedings taken by or before the regulatory body if in the court’s opinion

(a) a viable compromise or arrangement could not be made in respect of the company if that subsection were to apply; and

(b) it is not contrary to the public interest that the regulatory body be affected by the order made under section 11.02.

Declaration — enforcement of a payment

(4) If there is a dispute as to whether a regulatory body is seeking to enforce its rights as a creditor, the court may, on application by the company and on notice to the regulatory body, make an order

declaring both that the regulatory body is seeking to enforce its rights as a creditor and that the enforcement of those rights is stayed.

....

Stays, etc. — initial application

11.02 (1) A court may, on an initial application in respect of a debtor company, make an order on any terms that it may impose, effective for the period that the court considers necessary, which period may not be more than 10 days,

(a) staying, until otherwise ordered by the court, all proceedings taken or that might be taken in respect of the company under the Bankruptcy and Insolvency Act or the Winding-up and Restructuring Act;

(b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and

(c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

Stays, etc. — other than initial application

(2) A court may, on an application in respect of a debtor company other than an initial application, make an order, on any terms that it may impose,

(a) staying, until otherwise ordered by the court, for any period that the court considers necessary, all proceedings taken or that might be taken in respect of the company under an Act referred to in paragraph (1)(a);

(b) restraining, until otherwise ordered by the court, further proceedings in any action, suit or proceeding against the company; and

(c) prohibiting, until otherwise ordered by the court, the commencement of any action, suit or proceeding against the company.

Burden of proof on application

(3) The court shall not make the order unless

(a) the applicant satisfies the court that circumstances exist that make the order appropriate; and

(b) in the case of an order under subsection (2), the applicant also satisfies the court that the applicant has acted, and is acting, in good faith and with due diligence.

Restriction

(4) Orders doing anything referred to in subsection (1) or (2) may only be made under this section.

[emphasis added]

76. On April 29, 2022, the Union grieved with respect to *inter alia* the interpretation of Article 17 of the Tile Collective Agreement, and the Holdback. There are numerous contractors bound to the Tile Collective Agreement in addition to QSG. As such, the Union sent out virtually identical grievances to approximately 14 contractors. Attached hereto as **Exhibit X** is a copy of the April 29, 2022 grievance to QSG.

77. Attached hereto as **Exhibit Y** is a copy of the May 5, 2022 response to the grievances from counsel for the Residential Tile Contractors Association (the "**RTCA**"). As set out in that letter, the RTCA is authorized to represent QSG and the other contractors in those grievances.

78. On May 16, 2022, the Union responded. A copy of that letter is attached hereto as **Exhibit Z**. Since that time, the 14 grievances have been referred to arbitration to be heard together before Arbitrator Jim Hayes.

79. There are similar grievances relating to the interpretation of Piecemaker Holdback provisions filed under the Union's collective agreement with the Greater Toronto Railings Association as well as with contractors bound to the Union's Carpet and Hardwood Collective Agreements (which includes a Grievance filed against QSG under the Hardwood Collective Agreement"). In order to avoid a multiplicity of proceedings and for an orderly and expeditious litigation of these issues, it has been agreed that the grievance under the Railings Association agreement proceed first with the others deferred awaiting its outcome.

80. The arbitration regarding the Railings Association was heard on May 9, 2023 and the arbitrator ruled that a trust was created regarding the Holdback provision in that collective agreement. The arbitration award is attached hereto as **Exhibit AA** and provides:

Re: Holdback Grievances

...

Award

1. Having regard to the language in the Collective Agreement, I **conclude that a Trust has been created** under Article 16.07.
2. In terms of remedy, I remit the matter back to the parties but remain seized should there be any issue.

81. The grievance regarding the interpretation of the Holdback provision in the Tile Collective Agreement has not yet been scheduled. I anticipate that it may take several months or so for same to be scheduled and argued.

Prejudice and Balance of Convenience

82. On August 22, 2023, the company filed a responding Affidavit from John Paccione. That affidavit addresses the Pieceworker Holdback as follows:

19. The Collective Agreement permits up to \$2000 per installer to be held back as security for warranty work to address installation errors and deficiencies. The total holdback is approximately \$95,000.

20. If that amount is paid out to the Installers, when the purchaser takes over the business, the installers would have to pay it back in. QSG proposes to have an amount equal to the holdback set aside and held for the Installers, to be transferred to the Newco once purchaser.

83. I disagree with the assertions in Mr. Paccione's Affidavit for the following reasons:

- (a) The Pieceworker Holdback is not security for warranty work. It can only be used for backcharges as provided for in Article 17.07 of the Tile Agreement, and where any amounts are claimed against it, it is subject to the grievance and arbitration provision (article 17.07(b)) and the onus of proof is on the contractor with respect to whether a deficiency existed and the cost of the deficiency. Sub article 17.07(e) expressly excludes certain claims that cannot be made against the installer.

- (b) QSG's proposal to have an amount equal to the Pieceworker Holdback set aside and held for the Installers makes sense since it was their money being held in trust. However, the Court should do so now and either direct that it be paid out to the installers, be held by the Court or the Monitor and disbursed as per the Collective Agreement and/or pending the outcome of the grievance claims, or be directed to the grievance arbitration arbitrator.

84. Furthermore, the Pieceworker Holdback only arises under a Collective Agreement. Local 183 has not signed any collective agreement with any purchaser and there is no basis to assert that any such Newco are entitled to maintain such a holdback. Simply put, the Company's solution set out in Mr. Paccione's affidavit will very likely not occur.

85. Accordingly, the Union seeks to ensure that those Piecework Holdback moneys, are held in trust, as is intended by the Collective Agreements, or paid into Court and do not form part of the estate of the Debtors or otherwise protected.

86. I am advised by Mr. Yiokaris and verily believe that, to date, he has not been told on a "with prejudice" basis as to the status of the Holdbacks, including whether they are currently being held in trust, and separate and apart. Attached hereto as **Exhibit BB** is a copy of Mr. Yiokaris' recent email to counsel requesting information. Specifically, the Union seeks confirmation of the following:

- (a) Why the Holdbacks were not listed on the company's asset sheet, or in the list of creditors;
- (b) What happened to this Holdback money;
- (c) Were the Holdback funds ever held back into a separate account; and,
- (d) Does the company agree that the intent of the Collective Agreement and/or Article 17.08 is to set up a trust.

87. If the Holdback funds are not Ordered to be held separate and apart, the Union seeks *inter alia*:

- (a) an Order to create a reserve (the "**Reserve**") relating to the \$97,083.41 Holdback pending a determination in the above referenced grievance and/or grievance arbitration regarding the Tile Collective Agreement, and pending a determination in a grievance to be commenced regarding the Hardwood Collective Agreement (collectively the "**Grievances**"); and,
- (b) to lift the stay of proceedings against the directors and officers of QSG to proceed with a grievance and/or labour arbitration against them regarding the Holdback, including breach of trust, breach of fiduciary duty, and breach of the Collective Agreements. The intent would be for those to proceed as part of the Grievances, and may necessitate the grievance arbitration relating to the Tile Collective Agreement and Holdback to be amended.

88. As set out above, the Union has a meritorious proceeding with respect to whether a Trust is created by the Piecework Holdback provisions; and therefore, if the Pieceworker Holdback funds have not been held separate and apart as required by the Collective Agreements, the Union would also have a meritorious claim against the directors and officers of QSG for breach trust, breach of fiduciary duty, and breach of the Collective Agreements.

89. If a Reserve is not created, then the Union is very concerned that it will not have a remedy to pursue for its members if it succeeds in the Grievances. This would be tantamount to the Court deciding that there is no Trust created by the Holdback provisions of the Collective Agreements for these workers, which is something that is to be decided in the Grievances.

90. Further, \$2,000 to these workers is a significant sum. The Piecework Holdback belongs to the Pieceworkers, was deducted from their pay, they were required to pay income tax and hst in respect of those payments, and is being used as security by the

company for work being done by the Pieceworkers post CCAA filing. Failing to create a Reserve would be tantamount to allowing QSG and/or other creditors take their money and undermining the ability of an arbitrator to award a meaningful remedy.

91. In contrast, \$97,000 is not a large amount of money to QSG or creditors who may otherwise have a claim to those funds. QSG itself has proposed that an amount equal to the Piecework Holdback be set aside. I understand QSG is looking to sell itself in short order. Accordingly, there would be a minimal amount of prejudice to QSG and competing creditors if those funds are Reserved pending the disposition of the Grievances.

92. Moreover, the Union asserts that the Company has required maintenance of the Piecework Holdback accounts under the Tile Collective Agreement, as a condition for those workers who are continuing to work post-filing. As such, the Union's position is that QSG is obliged under the Collective Agreement and the OLRB Settlement to maintain and payout these Piecework Holdback accounts in accordance with the Tile Agreement.

93. In addition, if a lift stay is granted regarding the directors and officers, then the breach of trust / breach of fiduciary duty claims would be heard together with the Grievances. This would avoid a multiplicity of proceedings, provide for an orderly and expeditious litigation of these issues, and avoid inconsistent results.

94. I make this affidavit for the purpose of this proceeding and for no other or improper purpose.

AFFIRMED BEFORE ME: in person by video conference

at the **City of Kawartha Lakes, in the Province of Ontario** on September 19, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely.



GRAHAM WILLIAMSON

A Commissioner for taking Affidavits (or as may be)

Schedule “A” – Other Applicants

A.1 QSG Opcos (in addition to QRCL)

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

This is **Exhibit "A"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Court File No. CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST**

THE HONOURABLE) TUESDAY, THE 5TH
MR JUSTICE PENNY) DAY OF SEPTEMBER, 2023

**IN THE MATTER OF THE *COMPANIES' CREDITORS
ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED**

**AND IN THE MATTER OF A PLAN OF COMPROMISE
OR ARRANGEMENT OF QUALITY RUGS OF CANADA
LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

(collectively, the "**Applicants**")

**AMENDED AND RESTATED INITIAL ORDER
(Amending Initial Order Dated August 25, 2023)**

THIS MOTION, made by the Applicants, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Record of the Applicants and the Supplementary Application Record of the Applicants, including the affidavit of John Pacione sworn August 3, 2023 and the Exhibits thereto (the "Pacione Affidavit"), the supplemental affidavit of John Pacione sworn August 17, 2023, the second supplemental affidavit of John Pacione sworn August 22, 2023, the affidavit of John Pacione sworn September 2, 2023 and the Exhibits

thereto (the “Third Pacione Affidavit”), the Application Record and the Supplementary Application Record filed by Waygar Capital Inc. (“Waygar”), including the affidavit of Don Rogers sworn July 24, 2023, the supplementary affidavit of Don Rogers sworn August 3, 2023, the pre-filing report of Fuller Landau Group Inc., dated July 25, 2023, the supplement to the pre-filing report of Fuller Landau Group Inc., dated August 3, 2023, the second supplement to the pre-filing report of the Fuller Landau Group Inc., dated August 16, 2023, the pre-filing report of RSM Canada Limited, dated August 3, 2023, the supplemental pre-filing report of RSM Canada Limited dated August 17, 2023, the second supplemental pre-filing report of RSM Canada Limited dated August 25, 2023, the first report of RSM Canada Limited as the Court-appointed monitor of the Applicants (in such capacity, the “**Monitor**”), and the consent of RSM Canada Limited to act as the Monitor, and on being advised that the secured creditors who are likely to be affected by the charges created herein were given notice, and on hearing the submissions of counsel for the Applicants, counsel for Waygar, counsel for Ironbridge Equity Partners (“Ironbridge”), counsel for Mohawk Carpet Distribution, Inc. (“Mohawk”), and counsel for RSM Canada Limited, no other parties having been served or appearing,

SERVICE

1. THIS COURT ORDERS that the time for service of the Applicants’ Notice of Motion and the Motion Record and the Supplementary Motion Record is hereby abridged and validated so that this Motion is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicants are companies to which the CCAA applies.

PLAN OF ARRANGEMENT

3. THIS COURT ORDERS that the Applicants shall have the authority to file and may, subject to further order of this Court, file with this Court a plan of compromise or arrangement (hereinafter referred to as the "Plan").

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicants shall remain in possession and control of their current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicants shall continue to carry on business in a manner consistent with the preservation of their business (the "Business") and Property. The Applicants are authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by them, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicants shall be entitled to utilize the cash management system currently in place as described in the Pacione Affidavit or if agreed to between the Applicants, Waygar and Ironbridge, provided that Waygar's approval rights shall terminate upon the closing of the transaction contemplated by the Asset Purchase Agreement, to replace it with another substantially similar cash management system (the "Cash Management System") and that any present or future bank providing the Cash Management System shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any transfer, payment, collection or other action taken under the Cash Management System, or as to the use or application by the Applicants of funds transferred, paid, collected or otherwise dealt with in the Cash Management System, shall be entitled to provide the Cash Management System without any liability in respect thereof to any Person (as hereinafter defined) other than the Applicants, pursuant to the terms of the documentation applicable to the Cash Management System, and shall be, in its capacity as the provider of the Cash Management System, an unaffected creditor under any Plan with regard to any claims or expenses it may suffer or incur in connection with the provision of the Cash Management System.

6. THIS COURT ORDERS that the Applicants shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicants in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicants shall be entitled but not required to pay all reasonable expenses incurred by the Applicants in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicants following the date of this Order.

8. THIS COURT ORDERS that the Applicants shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date

of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that until a real property lease is disclaimed or resiliated in accordance with the CCAA and the DIP Term Sheet, the Applicants shall pay all amounts constituting rent or payable as rent under real property leases (including, for greater certainty, common area maintenance charges, utilities and realty taxes and any other amounts payable to the landlord under the lease) or as otherwise may be negotiated between the Applicants and the landlord from time to time ("Rent"), for the period commencing from and including the date of this Order, twice-monthly in equal payments on the first and fifteenth day of each month, in advance (but not in arrears). On the date of the first of such payments, any Rent relating to the period commencing from and including the date of this Order shall also be paid.

10. THIS COURT ORDERS that, except as specifically permitted herein, the Applicants are hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicants to any of its creditors as of August 4, 2023; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; and (c) to not grant credit or incur liabilities except in the ordinary course of the Business.

RESTRUCTURING

11. THIS COURT ORDERS that the Applicants shall, subject to such requirements as are imposed by the CCAA and such covenants as may be contained in the Definitive Documents and the DIP Term Sheet (each as hereinafter defined), have the right to:

- (a) permanently or temporarily cease, downsize or shut down any of its business or operations, and to dispose of redundant or non-material assets not exceeding \$100,000 in any one transaction or \$250,000 in the aggregate;
- (b) terminate the employment of such of its employees or temporarily lay off such of its employees as it deems appropriate; and
- (c) pursue all avenues of refinancing of its Business or Property, in whole or part, subject to prior approval of this Court being obtained before any material refinancing,

all of the foregoing to permit the Applicants to proceed with an orderly restructuring of the Business (the "Restructuring").

12. THIS COURT ORDERS that the Applicants shall provide each of the relevant landlords with notice of the Applicants' intention to remove any fixtures from any leased premises at least seven (7) days prior to the date of the intended removal. The relevant landlord shall be entitled to have a representative present in the leased premises to observe such removal and, if the landlord disputes the Applicants' entitlement to remove any such fixture under the provisions of the lease, such fixture shall remain on the premises and shall be dealt with as agreed between any applicable secured creditors, such landlord and the Applicants, or by further Order of this Court upon application by the Applicant on at least two (2) days notice to such landlord and any such secured creditors. If the Applicant disclaims or resiliates the lease governing such leased premises in accordance with Section 32 of the CCAA, it shall not be required to pay Rent under such lease pending resolution of any such dispute (other than Rent payable for the notice period provided for in Section 32(5) of the CCAA), and the disclaimer or resiliation of the lease shall be without prejudice to the Applicants' claim to the fixtures in dispute.

13. THIS COURT ORDERS that if a notice of disclaimer or resiliation is delivered pursuant to Section 32 of the CCAA, then (a) during the notice period prior to the effective time of the disclaimer or resiliation, the landlord may show the affected leased premises to prospective tenants during normal business hours, on giving the Applicants and the Monitor 24 hours' prior written notice, and (b) at the effective time of the disclaimer or resiliation, the relevant landlord

shall be entitled to take possession of any such leased premises without waiver of or prejudice to any claims or rights such landlord may have against the Applicants in respect of such lease or leased premises, provided that nothing herein shall relieve such landlord of its obligation to mitigate any damages claimed in connection therewith.

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

14. THIS COURT ORDERS that until and including October 31, 2023, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicants, the entities named in Schedule "A" hereto (the "Protected Parties"), the Monitor, the Financial Advisor (as hereinafter defined), or affecting the Business or the Property, except with the written consent of the Applicants and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicants or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

15. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicants, the Protected Parties, the Monitor, or the Financial Advisor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicants and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) affect such investigations, actions, suits or proceedings by a regulatory body as are permitted by Section 11.1 of the CCAA, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

16. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right,

contract, agreement, licence or permit in favour of or held by the Applicants or the Protected Parties, except with the written consent of the Applicants and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

17. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicants or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, the Cash Management System or other banking services, payroll services, insurance, transportation services, utility or other services to the Business or the Applicants, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicants, and that the Applicants shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicants in accordance with normal payment practices of the Applicants or such other practices as may be agreed upon by the supplier or service provider and each of the Applicants and the Monitor, or as may be ordered by this Court.

TREATMENT OF LIEN CLAIMS

18. THIS COURT ORDERS that, without limiting the generality of paragraphs 14 to 17 hereof, the rights of any person who has supplied services and/or materials to the Applicants to preserve and perfect a lien under the *Construction Act* (Ontario) or any applicable provincial equivalent (the "Provincial Lien Legislation") in respect of a project or improvement to which one of the Applicants is a contracting party (the "Lien Claims") be and are hereby stayed and any person seeking to preserve, perfect or otherwise enforce such a claim shall be required to comply with the process and seek the rights and remedies set out in paragraphs 18 to 21 hereof subject to further Order of the Court.

19. THIS COURT ORDERS that any person who wishes to assert a Lien Claim (a "Lien Claimant") shall serve a notice of such Lien Claim setting out the amount and particulars thereof

(including without limitation the improvement in question) to (a) the Monitor at arif.dhanani@rsmcanada.com, with a copy Goodmans LLP, counsel to the Monitor at: jlatham@goodmans.ca, and (b) the Applicants, care of cbesant@grllp.com, in each case within the timeframes prescribed by the applicable Provincial Lien Legislation (a "Lien Notice") or such other time frame as may be ordered by the Court. Upon delivering such Notices of Lien, the Lien Claims will be considered preserved and perfected and no further steps need be taken by the Lien Claimant.

20. THIS COURT ORDERS that, upon serving a Lien Notice, subject to paragraph 21, the Lien Claimant shall be entitled to a charge over any Property of the Applicants, other than the Borrower's Account, relating to the project or improvement which is the subject of such Lien Claim, equivalent to the value and in accordance with the priority that the Lien Claimant would otherwise be entitled to as claim a lien under the applicable Provincial Lien Legislation (the "Lien Charge"), and shall rank in priority in accordance with the priority afforded to such Charge at law.

20A. THIS COURT ORDERS that, subject to paragraph 21, any Lien Claim preserved by any person in respect of a project in which the Applicants are a contracting party, which has not been bonded off as of the date of this order, is hereby vacated on terms that any person having such a Lien Claim shall be deemed to have provided the Lien Notice referred to in paragraph 19 of this order on the date of preservation of such Lien Claim, and shall be entitled to the Lien Charge referred to in paragraph 20 of this order (as may be subsequently amended), provided that the vacating and preservation of such Lien Claims pursuant to this paragraph shall not be deemed to cure any default triggered by the filing of a lien under any contract with any owner or contracting party of the Applicants.

21. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA and elsewhere in this Order, is hereby authorized and empowered to review the Lien Notices and approve reduce or disallow the Lien Claims set out therein, or refer such matter for determination by the Court, on notice to the applicable Lien Claimant. Any such Lien Claimant shall have 10 days to give notice to the Monitor and the Applicants that it intends

seek a review by the Court of the decision of the Monitor on a motion before a judge of this Court.

22. THIS COURT ORDERS that nothing in paragraphs 18 to 21 hereof shall be construed as limiting or prejudicing the rights of the Monitor, the Applicants or any other interested party from challenging: (a) the validity or timeliness of a Lien Notice; (b) the validity or quantum of a Lien Claim under the applicable Provincial Lien Legislation, except for failure to preserve a lien by registration; (c) a Lien Claimant's entitlement to a Lien Charge under paragraph 20 of this Order; or (d) the priority of a Lien Charge under this Order.

23. THIS COURT ORDERS that, in connection with the matters in paragraphs 18 to 21 of this Order, the Monitor (i) shall have all of the protections given to it by the CCAA, this Order and any other orders of the Court in the CCAA Proceedings, (ii) shall incur no liability or obligation as a result of carrying out matters in connection with paragraphs 18 to 22 of this Order, (iii) shall be entitled to rely on the books and records of the Applicants and any information provided by the Applicants, all without independent investigation, (iv) shall not be liable for any claims or damages resulting from any errors or omissions in such books, records or information, and (v) may seek such assistance as may be required to carry out matters in connection with paragraphs 18 to 22 of this Order from the Applicants or any of their affiliates.

NON-DEROGATION OF RIGHTS

24. THIS COURT ORDERS that, notwithstanding anything else in this Order, no Person shall be prohibited from requiring immediate payment for goods, services, use of lease or licensed property or other valuable consideration provided on or after the date of this Order, nor shall any Person be under any obligation on or after the date of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicants. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

25. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.03(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicants or the Protected Parties with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicants whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicants, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicants or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

26. THIS COURT ORDERS that the Applicants shall indemnify its directors and officers against obligations and liabilities that they may incur as directors or officers of the Applicants after the commencement of the within proceedings, except to the extent that, with respect to any officer or director, the obligation or liability was incurred as a result of the director's or officer's gross negligence or wilful misconduct.

27. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$600,000, as security for the indemnity provided in paragraph 26 of this Order. The Directors' Charge shall have the priority set out in paragraphs 45 and 47 herein.

28. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicants' directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph 26 of this Order.

APPOINTMENT OF FINANCIAL ADVISOR

29. THIS COURT ORDERS that the agreement dated as of February 1, 2023, engaging Alvarez & Marsal Canada Securities ULC (the "Financial Advisor") as financial advisor to the Applicants (the "A&M Engagement Letter"), and the retention of the Financial Advisor under the terms thereof are hereby approved, including, without limitation, the Success Fee (as the term is defined in the A&M Engagement Letter). The Financial Advisor shall be entitled to the benefit of and is hereby granted a charge (the "Financial Advisor's Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$950,000, as security for the Success Fee. The Financial Advisor's Charge shall have the priority set out in paragraphs 45 and 47 herein.

APPOINTMENT OF MONITOR

30. THIS COURT ORDERS that RSM Canada Limited (the "Monitor") is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the business and financial affairs of the Applicants with the powers and obligations set out in the CCAA or set forth herein and that the Applicants and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicants pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations and provide the Monitor with the assistance that is necessary to enable the Monitor to adequately carry out the Monitor's functions.

31. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

- (a) monitor the Applicants' receipts and disbursements;
- (b) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

- (c) assist the Applicants, to the extent required by the Applicants, in its dissemination, of information to creditors of the Applicants, including Waygar and its financial advisor;
- (d) assist the Applicants, to the extent required by the Applicants, in its dissemination, to the DIP Lender (as herein defined) and its counsel of financial and other information as agreed to between the Applicants and the DIP Lender which may be used in these proceedings including reporting on a basis to be agreed with the DIP Lender;
- (e) advise the Applicants in their preparation of the Applicants' cash flow statements and reporting required by the DIP Lender, which information shall be reviewed with the Monitor and delivered to the DIP Lender and its counsel on a periodic basis, but not less than weekly, or as otherwise agreed to by the DIP Lender;
- (f) advise the Applicants in their development of the Plan and any amendments to the Plan;
- (g) assist the Applicants, to the extent required by the Applicants, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;
- (h) have full and complete access to the Property, including the premises, books, records, data, including data in electronic form, and other financial documents of the Applicants, to the extent that is necessary to adequately assess the Applicants' business and financial affairs or to perform its duties arising under this Order;
- (i) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and
- (j) perform such other duties as are required by this Order or by this Court from time to time.

32. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

33. THIS COURT ORDERS that nothing herein contained shall require the Monitor to occupy or to take control, care, charge, possession or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release or deposit of a substance contrary to any federal, provincial or other law respecting the protection, conservation, enhancement, remediation or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the *Ontario Environmental Protection Act*, the *Ontario Water Resources Act*, or the *Ontario Occupational Health and Safety Act* and regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Monitor from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Monitor shall not, as a result of this Order or anything done in pursuance of the Monitor's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

34. THIS COURT ORDERS that that the Monitor shall provide any creditor of the Applicants with information provided by the Applicants in response to reasonable requests for information made in writing by such creditor addressed to the Monitor. The Monitor shall not have any responsibility or liability with respect to the information disseminated by it pursuant to this paragraph or in paragraph 31 hereof. In the case of information that the Monitor has been advised by the Applicants is confidential, the Monitor shall not provide such information to creditors unless otherwise directed by this Court or on such terms as the Monitor and the Applicant may agree.

35. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

36. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Financial Advisor and counsel to the Applicants shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, and, in the case of the Financial Advisor, pursuant to the A&M Engagement Letter, by the Applicants as part of the costs of these proceedings. The Applicants are hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis, and the Financial Advisor on a monthly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amount[s] of \$65,000, \$60,000 and \$50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time. For clarity, in no circumstances shall Waygar be responsible for the Financial Advisor's monthly Work Fee (as that term is defined in the A&M Engagement Letter), including, without limiting the foregoing, by way of payment from the proceeds of sale of the Applicants' assets (including accounts receivable collections).

37. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

38. THIS COURT ORDERS that the Monitor, counsel to the Monitor, the Applicants' counsel and the Financial Advisor (in respect of their monthly fees and expenses as set out in the A&M Engagement Letter) shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, other than the Borrower's Account, which charge shall not exceed an aggregate amount of \$750,000, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, and, in the case of the Financial Advisor, pursuant to the A&M Engagement Letter, for the period from

and after August 18, 2023 in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs 45 and 47 hereof.

DIP FINANCING

39. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to obtain and borrow under a credit facility (the “DIP Facility”) from Ironbridge Equity Partners IV LP and Ironbridge Equity Partners (International) IV, LP (collectively, the "DIP Lender") in order to finance the Applicants' working capital requirements and other general corporate purposes and capital expenditures, provided that borrowings under such DIP Facility shall not exceed \$7,000,000 unless permitted by further Order of this Court.

40. THIS COURT ORDERS THAT such DIP Facility shall be on the terms and subject to the conditions set forth in the DIP Term Sheet between the Applicants and the DIP Lender dated August 25, 2023 (the “DIP Term Sheet”), filed, and the definitive documentation to be entered into pursuant thereto.

41. THIS COURT ORDERS that the Applicants are hereby authorized and empowered to execute and deliver such credit agreements, mortgages, charges, hypothecs and security documents, guarantees and other definitive documents (collectively, the "Definitive Documents"), as are contemplated by the DIP Term Sheet or as may be reasonably required by the DIP Lender pursuant to the terms thereof, and the Applicants are hereby authorized and directed to pay and perform all of its indebtedness, interest, fees, liabilities and obligations to the DIP Lender under and pursuant to the DIP Term Sheet and the Definitive Documents as and when the same become due and are to be performed, notwithstanding any other provision of this Order

41A. THIS COURT ORDERS that the Applicants shall deposit all Advances (as defined in the DIP Term Sheet) into a bank account designed by the Borrower (the “Borrower’s Account”) and utilized by the Borrower in accordance with the terms of the DIP Term sheet and other Definitive Documents.

42. THIS COURT ORDERS that the DIP Lender shall be entitled to the benefit of and is hereby granted a charge (the "DIP Lender's Charge") on the Property, including the Borrower's Account, which DIP Lender's Charge shall not secure an obligation that existed before the first Order in these proceedings made on August 4, 2023. The DIP Lender's Charge shall have the priority set out in paragraphs 45 and 47 hereof.

43. THIS COURT ORDERS that, notwithstanding any other provision of this Order:

(a) the DIP Lender may take such steps from time to time as it may deem necessary or appropriate to file, register, record or perfect the DIP Lender's Charge or any of the Definitive Documents;

(b) upon the occurrence of an event of default under the Definitive Documents or the DIP Lender's Charge, the DIP Lender, may immediately exercise any and all of its rights and remedies against the Applicants or the Property under or pursuant to the DIP Term Sheet, Definitive Documents and the DIP Lender's Charge, including without limitation, to cease making advances to the Applicants and set off and/or consolidate any amounts owing by the DIP Lender to the Applicants against the obligations of the Applicants to the DIP Lender under the DIP Term Sheet, the Definitive Documents or the DIP Lender's Charge, to make demand, accelerate payment and give other notices, or to apply to this Court for the appointment of a receiver, receiver and manager or interim receiver, or for a bankruptcy order against the Applicants and for the appointment of a trustee in bankruptcy of the Applicants; and

(c) the foregoing rights and remedies of the DIP Lender shall be enforceable against any trustee in bankruptcy, interim receiver, receiver or receiver and manager of the Applicants or the Property.

44. THIS COURT ORDERS AND DECLARES that the DIP Lender shall be treated as unaffected in any plan of arrangement or compromise filed by the Applicants under the CCAA, or any proposal filed by the Applicants under the *Bankruptcy and Insolvency Act* of Canada (the "BIA"), with respect to any advances made under the Definitive Documents.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

45. THIS COURT ORDERS that the priorities of the Directors' Charge, the Administration Charge, the Financial Advisor's Charge, and the DIP Lender's Charge, as among them, shall be as follows:

First – the DIP Lender's Charge but only to the extent of the assets in the Borrower's Account at any time from time to time;

Second – the Administration Charge (to a maximum amount of \$750,000);

Third – the Directors' Charge (to a maximum amount of \$600,000);

Fourth – the DIP Lender's Charge (to a maximum of \$7,000,000); and

Fifth – the Financial Advisor's Charge (to a maximum of \$950,000).

46. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge, the Administration Charge, the Financial Advisor's Charge, the DIP Lender's Charge or the Lien Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

47. THIS COURT ORDERS that each of the Charges shall constitute a charge on the Property and the Borrower's Account, as applicable, and such Charges (except for the Lien Charge, which is dealt with in paragraph 20) shall rank in priority to all other security interests, liens, charges and encumbrances, claims of secured creditors, statutory or otherwise (collectively, "Encumbrances") in favour of any Person, notwithstanding the order of perfection or attachment, except for any claims of any person against the Applicants for amounts owing for services rendered and/or materials supplied that have priority over Encumbrances by statute.

48. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Charges, unless the Applicants

also obtain the prior written consent of the Monitor and the beneficiaries of the Charges, or further Order of this Court.

49. THIS COURT ORDERS that the Charges shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges (collectively, the "Chargees") thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicants, and notwithstanding any provision to the contrary in any Agreement:

- (a) the creation of the Charges shall not create or be deemed to constitute a breach by the Applicants of any Agreement to which it is a party;
- (b) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and
- (c) the payments made by the Applicants pursuant to this Order and the granting of the Charges do not and will not constitute preferences, fraudulent conveyances, transfers at undervalue, oppressive conduct, or other challengeable or voidable transactions under any applicable law.

50. THIS COURT ORDERS that any Charge created by this Order over leases of real property in Canada shall only be a Charge in the Applicants' interest in such real property leases.

SERVICE AND NOTICE

51. THIS COURT ORDERS that the Monitor shall (i) without delay, publish in The Globe and Mail (National Edition) a notice containing the information prescribed under the CCAA, (ii) within five days after the date of this Order, (A) make this Order publicly available in the manner prescribed under the CCAA, (B) send, in the prescribed manner, a notice to every known creditor who has a claim against the Applicants of more than \$1000, and (C) prepare a list showing the names and addresses of those creditors and the estimated amounts of those claims, and make it publicly available in the prescribed manner, all in accordance with Section 23(1)(a) of the CCAA and the regulations made thereunder.

52. THIS COURT ORDERS that the E-Service Guide of the Commercial List (the “**Guide**”) is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Guide (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/eservice-commercial/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the *Rules of Civil Procedure*. Subject to Rule 3.01(d) of the *Rules of Civil Procedure* and paragraph 21 of the Guide, service of documents in accordance with the Guide will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Guide with the following URL ‘<<http://www.rsmcanada.com/quality-sterling-group>>’ (the “Monitor’s Website”).

53. THIS COURT ORDERS that the Monitor shall create, maintain and update as necessary a list of all Persons appearing in person or by counsel in these proceedings (the “Service List”). The Monitor shall post the Service List, as may be updated from time to time, on the Monitor's Website, provided that the Monitor shall have no liability in respect of the accuracy of or the timeliness of making any changes to the Service List.

54. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Guide is not practicable, the Applicants and the Monitor are at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other

correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or facsimile transmission to the Applicants' creditors or other interested parties at their respective addresses as last shown on the records of the Applicants and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

55. THIS COURT ORDERS that, notwithstanding anything in this Order or the August 4 Order (as herein defined), including any language granting priority charges over the Property of the Applicants, the issue as to priority as among the Charges (including the Interim Lender's Charge in the August 4 Order) and the security held by Mohawk, including any purchase money security interest, shall be deferred to the Comeback Hearing, or as may otherwise be agreed to by the parties. The Applicants are directed to identify and segregate into a separate bank account any proceeds received from and after August 4, 2023 in respect of goods in the possession of the Applicants as of or after August 4, 2023 and supplied by Mohawk.

56. THIS COURT ORDERS and the Interim Lender's Charge in favour of Waygar made pursuant to the August 4 Order is fully discharged and no longer enforceable as the Monitor has filed with this Court a certificate, confirming that the Interim Financing provided by Waygar pursuant to the August 4 Order was paid in full net of the amount of \$707,000.

57. THIS COURT ORDERS that the Applicants or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

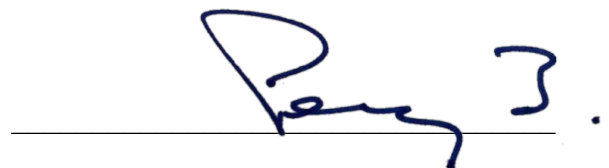
58. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicants, the Business or the Property.

59. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give effect to this Order and to assist the Applicants, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicants and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicants and the Monitor and their respective agents in carrying out the terms of this Order.

60. THIS COURT ORDERS that each of the Applicants and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Monitor is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

61. THIS COURT ORDERS that any interested party (including the Applicants and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

62. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard/Daylight Time on the date of this Order.

A handwritten signature in blue ink is written over a horizontal line. The signature is stylized and appears to be 'R. J. S.' followed by a period.

Schedule “A” – Other Applicants

A.1 QSG Opcos (in addition to QRCL)

1. Timeline Floors Inc.
2. Ontario Flooring Ltd
3. Weston Hardwood Design Centre Inc
4. Malvern Contract Interiors Limited

A.2 Holding Companies

5. Quality Commercial Carpet Corporation;
6. Joseph Douglas Pacione Holdings Ltd.;
7. John Anthony Pacione Holdings Ltd.;
8. Jopac Enterprises Limited;
9. Patjo Holdings Inc.

**AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF
QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN
SCHEDULE "A" HERETO**

collectively, The Applicants

Court File No.: CV-23-00703933-00CL
056

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)
Proceeding commenced at Toronto

AMENDED AND RESTATED INITIAL ORDER

Gardiner Roberts LLP
Bay Adelaide Centre
22 Adelaide Street West, Suite 3600
Toronto, ON M5H 4E3

Christopher Besant (LSO#248820)
Email: cbesant@grllp.com
Tel: (416) 865 4022

Lawyer for the Applicants

This is **Exhibit "B"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



SUPERIOR COURT OF JUSTICE

COUNSEL SLIP

COURT FILE NO.: CV-23-00703292-00CL
CV-23-00703933-00CL

DATE: August 18, 2023

REGISTRAR: Julietta Costa-Singh

NO. ON LIST: 1

TITLE OF PROCEEDING: QUALITY RUGS OF CANADA LIMITED v. WAYGAR CAPITAL
INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR DEBT
MASTER FUND L.P.

BEFORE JUSTICE: PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party, Crown:

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CHRIS BESANT	QUALITY RUGS LTD	cbesant@QR-LP.com

For Defendant, Respondent, Responding Party, Defence:

Name of Person Appearing	Name of Party	Contact Info
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Matthew Gottlieb	ATM	m.gottlieb@109.ca
Tushar Sabharwal	Non-Party, Olympia Ties Insurance	tsabharwal@daily101.com

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Name of Person Appearing	Name of Party	Contact Info
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ENDORSEMENT OF JUSTICE PENNY:

MHP

Endorsement of Penny dated August 18, 2023

I am advised that the parties that there are on ongoing negotiations towards reaching a consensual arrangement with respect to the applications before me, and, accordingly, I am prepared to adjourn the applications and the motions that have been served in the context thereof to August 23, 2023 (the "Hearing Date"). In the meantime, other than as amended by the order issued by me today, the Order made by me on August 4, 2023 shall continue until the Hearing Date. For greater certainty, the motion made by LIUNA Local 183, and any request that may be made by or on behalf of Alvarez & Marsal Canada Securities ULC be similarly adjourned to the Hearing Date.

MHP

*concerns raised
MHP.*

Penny J.

This is **Exhibit "C"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



SUPERIOR COURT OF JUSTICE

ENDORSEMENT

COURT FILE NO.: CV-23-00703933-00CL DATE: September 5, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: QUALITY RUGS OF CANADA LIMITED v. WAYGAR CAPITAL INC.,
AS AGENT FOR NINEPOINT CANADIAN SENIOR DEBT MASTER FUND L.P.

BEFORE: **Mr Justice PENNY**

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
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Name of Person Appearing	Name of Party	Contact Info

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Name of Person Appearing	Name of Party	Contact Info
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Marin Leci / Myles Fish	Counsels to Housing One 10th Avenue Corporation	mleci@blq.com / mfish@blq.com
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Michael Farace	Counsel for CG Eight Cumberland Inc.	Michael.Farace@devrylaw.ca
Daniel Wright/ Michael Mazzuca	Counsels for the United Brotherhood of Carpenters and Joiners of America	dwright@rosseaumazzuca.com / Michael@RousseauMazzuca.com

ENDORSEMENT

Today was the “comeback” hearing for the initial order under the CCAA made by me on August 25, 2023. The agenda for today involved several requests by way of motion by the applicant and one motion from a project owner, Housing One, in Alberta affected by the initial order.

The first request is for an extension of the stay to October 31, 2023. The proposed transaction with Ironbridge will, if it closes, be done toward the end of October. It is prudent to have some time between the closing and the termination of the stay. The Monitor supports the extension. There was no opposition. The stay is extended to October 31, 2023.

The second request is to schedule a sale approval hearing for October 5, 2023. That request is approved, for one hour.

The third request is that the limit of the DIP financing advances be increased from the \$3.5 million to cover the initial period to the total of \$7 million contemplated in the LOI for the proposed transaction. This is in keeping with the prior evidence and the projected cash flows. It is supported by the Monitor. The increase to the DIP financing is approved.

The fourth request has to do with the form of the ARIO. There are several “housekeeping” issues which are not controversial. There is also a provision relating to lien claims to deal with the preservation of the claimants’ rights between now and the lien restructuring order that will be requested at a hearing on September 12, 2023, commencing at 9:30 AM. This provision has been

inserted following negotiations with parties with existing lien claims. The Monitor supports the form of the ARIO, including the lien provision. There is no opposition. The ARIO is approved.

The fifth issue is to confirm that a lien restructuring order will be sought on September 12, 2023. Further, any other stakeholder issues may be addressed at that time. I will return to one of them below. Two hours is reserved for that attendance.

Finally, the applicant requests that I make an order dismissing the Waygar application under the CCAA and adjourning without fixed day the Waygar application for the appointment of a receiver. The latter is in the event that the Ironbridge transaction does not close. That request too is supported by the Monitor and is not opposed.

Mr. Winton previously requested a small change to my endorsement of August 25, 2023 dealing with the Alvarez claim. Having confirmed that this change is on consent of affected parties, I shall reissue that endorsement with the agreed upon change.

Messrs. Leci and Fish made a motion on behalf of Housing One to lift the stay to the extent of permitting Housing One, the owner of a large residential condominium project in Alberta, to terminate its contract with QRCL (specifically with a QRCL entity), so that Housing One can enter into a new contract with another flooring contractor. This motion was opposed by the current supplier of tile/flooring to this project, Ames, and by the applicant, the Monitor and the proposed purchaser, Ironbridge.

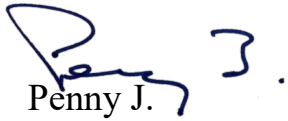
Housing One is concerned that there is an existing lien on its property which will impair its ability to obtain its September 15 draw on its project financing. It is also concerned that the applicant has provided what it says are inaccurate statutory declarations in the past and that the applicant has not demonstrated an ability to get its commitments to Housing One's project back on track. The owner of this project is concerned there will be ongoing problems which will have knock-on effects, putting the entire project at risk.

The immediate problem with the lien has already been resolved. Housing One has already entered into a security arrangement with the lienholder, Ames. As well, under the proposed lien restructuring order, all existing liens not already "bonded out" will be removed from title in exchange for secured, court-approved charges against the assets of the applicant. As to the potential for ongoing problems, while I have sympathy with Housing One and its concerns, the DIP financing is being provided precisely to deal with problems of this kind. The Housing One project is on the applicant's/Monitor's/purchaser's "911" list. The applicant says it should, now that the financing is available, be permitted to show that it is able to bring its commitments into good standing and complete the project. This view is shared by the Monitor, Waygar and the proposed purchaser. Ames as well opposes the termination of the QRCL flooring contract because it still has over \$200,000 worth of work to perform, a good deal of which involves custom materials acquired specifically for this job and not easily redeployed for any other purpose.

Lifting the stay to permit the termination of Housing One's QRCL contract at this time is inconsistent with the overall purpose of the CCAA and of the plan being advanced in this case –

that is, to enable the applicant the opportunity to finish all of its outstanding projects, earn and collect its accounts receivable and carry on as a going concern. The DIP financing only became available a few days ago and it is only being increased today. Access to these funds should enable bottlenecks like this one to be cleared and for the supply of necessary materials to begin again. Finally, counsel for Ironbridge, whose client's money is now keeping the QRCL business going, was not served with the Housing One motion. Since Ironbridge is a significant stakeholder at this stage, it is entitled to have prior notice of and to make an informed response to an application of the kind brought by Housing One. I am therefore not acceding to the request of Housing One today. This is without prejudice to Housing One renewing its request at a future time if problems persist with QRCL's ongoing involvement.

Orders to issue in the form signed by me this day.

 Penny J.

This is **Exhibit "D"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-23-00703933-00CL

DATE: September 12, 2023

NO. ON LIST: 1

TITLE OF PROCEEDING: QUALITY RUGS CANADA LIMITED V WAYGAR CAPITAL INC
BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

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For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
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For Other, Intervenors & Observers:

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Renner, Natalie		nrenner@dwvp.com
Leci, Marin	Housing One	Mleci@blg.com

Fish, Myles		MFish@blg.com
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Brett, Derek	4405967 Nova Scotia Limited	dbb@burnsidelaw.net
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Sun, Tiffany	Mohawk Carpet Distribution, Inc.	tsun@osler.com
Sabharwal, Tushar	Counsel for Olympia Tile International Inc	tsabharwal@dakllp.com
Murray, Haddon	Lauzon – Planchers De Bois Exclusifs Inc. Torlys Inc. Ceratec Inc. Boa-Franc SENC/GP Metropolitan Hardwood Floors (Eastern), Inc.	haddon.murray@gowlingwlg.com

ENDORSEMENT OF JUSTICE PENNY:

- [1] Today was to have been the return date for the “lien regularization” issue and to hear from parties on “other” stakeholder issues. The consensus is that the parties need more time to resolve the lien regularization issue. With one exception, there is also a consensus that the “other” stakeholder issues (most of which relate to union/collective bargaining matters) can be adjourned to another date. The exception is a motion by one of the applicants’ contractual counterparties, a builder of a project in Toronto, GG Eight. GG Eight has brought a motion to lift the stay to permit it, under the terms of its contract with the applicants, to terminate the applicants’ involvement in the supply of flooring to the GG Eight project and permit GG Eight to deal directly with the flooring subcontractors supplying material and services to the project.
- [2] The lien regularization issue is adjourned to Friday, September 22, at 10:00 AM. The “other” stakeholder issues are also adjourned to that date. Two hours has been reserved. The hearing shall proceed by videoconference.
- [3] I heard submissions on the GG Eight motion. At the close of oral arguments, I also adjourned the GG Eight motion to September 22, 2023 with reasons to follow. These are my reasons.
- [4] GG Eight is building a 400 unit residential condominium in the Yorkville area. The applicants are the flooring contractor for the supply, installation and completion of flooring for the project. The agreement contains scheduling, timetabling and performance metrics. Flooring has been completed to the 38th of 51 floors. On August 25, 2023, a lien was

registered on the project by one of the applicant's subcontractors. That lien has since been removed, however.

- [5] In essence, as a result of the applicants' cash shortfall in August 2023, their obligations to the project fell somewhat behind schedule. Although work has continued to be performed, GG Eight has concerns that there will be more delays and that its project, and the closings of hundreds of units, may be delayed if the applicants' financial troubles continue to be a bottleneck.
- [6] In determining whether a stay should be lifted, the court must balance the interests of all affected parties. This includes not only the interests of GG Eight and the applicants, but all stakeholders, including, in this case, the potential purchaser, Ironbridge, and the potential benefits to all stakeholders of a successful transaction. Circumstances in which the court has granted lift stay orders include: when the plan is likely to fail, irremedial hardship to the moving party, protection of a right that may be lost due to the passage of time, where the relative prejudice to the moving party outweighs the prejudice to other stakeholders, where the applicant, over time, has made insufficient progress toward a viable plan or other resolution and where it is "in the interests of justice" to do so.
- [7] Here, GG Eight says it is a small project in the overall scheme of the applicants' business and that allowing it to cut the applicants loose will create no prejudice for anyone else. It says the applicants have demonstrated insufficient ability to get their obligations to GG Eight back on track, and that GG Eight ought not to have to bear the burden of further risk of non or inadequate performance into the future.
- [8] In my view, the evidence supports the conclusion that the applicants have recently devoted time and attention to getting this project back on track. Since the DIP financing has become available, it is clear that funds have been directed to the purchase, delivery and installation of flooring material to the project. This is precisely what is contemplated by the Ironbridge commitment of DIP financing to the applicants. Indeed, it is a condition of the LOI that the applicants pay the ongoing expenses necessary to fulfill their project commitments in the ordinary course and to maintain all existing relationships.
- [9] While I understand GG Eight's concerns, the balance of risk to GG Eight is outweighed, on the available facts, by the risk to the applicants and a multitude of other stakeholders who will benefit from a successful transaction, if the potential transaction with Ironbridge is scuppered by the withdrawal of beneficial contracts from the applicants' portfolio.
- [10] It is, in essence, simply too early to tell whether GG Eights concerns are material and well founded. The applicants are entitled to the opportunity to show, now that DIP financing has become available, that they are committed to, and can, get this project back on track for the benefit, not only of themselves, but of all stakeholders.

- [11] To this end, I order that the applicants, assisted by the Monitor, provide more detailed information to GG Eight about their plans and timetable for this project in the form, at the very least, of answering the questions posed by Mr. Weinstock in his September 8, 2023 email: a schedule for the completion of all units; a schedule for the installation of the corridor carpets; and, current information regarding the applicants' suppliers and the flow of the necessary materials for installation to this project.
- [12] I encourage the parties to continue open discussion and flow of information that will alleviate the builder's concerns. If, by September 22, 2023, GG Eight is of the view that it has hard evidence of a material failure to meet commitments and material, non-speculative risk to its project, it is at liberty to renew its motion. It is my hope and expectation that this will not be necessary.

A handwritten signature in blue ink, appearing to read "Penny J.", followed by a period.

Penny J.

This is **Exhibit "E"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

072

COLLECTIVE AGREEMENT

BETWEEN:

RESIDENTIAL TILE CONTRACTORS ASSOCIATION

-AND-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

MAY 1, 2022 – APRIL 30, 2025

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COLLECTIVE AGREEMENT

MARBLE, TILE, TERRAZZO & CEMENT MASONS

THIS AGREEMENT made and entered into this 1st day of May, 2022.

BETWEEN:

**RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(the "Association")**

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
(the "Union")**

WHEREAS the Association on behalf of the Company and the Union wish to make a collective agreement with respect to certain employees of the Company, dependent or independent contractors and Pieceworkers/Subcontractors of the Company engaged in work, more particularly described in Article 2 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees and Pieceworkers/Subcontractors, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions for all employees, Pieceworkers/Subcontractors who are subject to its provisions.

1.02 The parties agree that where any reference to the masculine gender appears in this Agreement, or any Schedules, Appendices and/or Letters of Understanding forming part of this Agreement, such reference shall be construed as including the feminine gender.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all Marble, Tile, Terrazzo, Cement Masons and their respective apprentices, helpers, improvers, labourers and working foremen in its employ, save and except for employees for whom another trade union has valid and pre-existing bargaining rights, while working in the following geographic areas, the City of Toronto (which now includes all of the area previously known as the Municipality of Metropolitan Toronto), the Regional Municipalities of Peel and York, the towns of Oakville and Halton Hills and that portion of the Town of Milton within the geographic townships of Esquering and Trafalgar and the Towns of Ajax and Pickering in the Regional Municipality of Durham (OLRB Area #8), and the Regional Municipality of Durham (except for the Towns of Ajax and Pickering), the Geographic Township of Cavan in the County of Peterborough and the Geographic Township of Manvers in the County of Victoria (OLRB Area No. #9), and the County of Simcoe and the regional Municipality of Muskoka (OLRB Area No. #18), save and except non-working foremen, those persons above the rank of non-working foreman, office, clerical staff.

2.02 It is agreed that when members of the Union, who are regularly employed in OLRB Areas #8, #9, or #18 are employed to perform work covered by this Collective Agreement outside OLRB Areas #8 #9 or #18, then such work shall be performed by them under the terms and conditions of this Collective Agreement.

2.03 The Parties agree that, during the term of this Collective Agreement, either the Union or the Association has the right to, and may, change its name.

2.04 The Union and the RTCA, on behalf of its members, agrees that upon the receipt of written notice from the Union or the Association that it has formally changed its name, the Union or the Association, under its new name, will enjoy all status, rights, obligations, and will in all other ways, both under the Collective Agreement and otherwise.

2.05 Should the Company perform any work falling within the scope of the Collective Agreements as set out in Schedule "C" of this Agreement, then the terms and conditions of such appropriate Agreements shall apply.

2.06 Upon the signing of this agreement, and on each May 1st thereafter, the Union shall provide the Association with a list of

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companies covered by this Collective Agreement. Between those dates the Union will advise the Association of any new company which becomes bound to this Agreement.

2.07 (a) The parties recognize that the provisions of the *Construction Lien Act* provide important security for the payment of wages, benefits and pensions owing under this Collective Agreement. Therefore when the Company enters into a single contract for improvements on more than one premises of an owner or builder (ie, multiple lots in a single subdivision), the Company shall exercise their rights under section 20 of the *Construction Lien Act* and shall ensure that the lien rights follow the general contract and do not expire on a lot-by-lot contract.

(b) It is agreed that 2.07(a) shall only apply to contracts with Builders who are bound to a Collective Agreement with Local 183.

ARTICLE 3 - NOTICE OF PROJECT STARTS

3.01 Within two (2) weeks of the ratification of this Collective Agreement, and thereafter on May 1st and October 1st of each year, each Company bound to this Agreement shall notify the Union, in writing on the prescribed form attached as Schedule "G", of each project awarded to the Company. Such notice shall include the name of the builder, together with the project name and location, and anticipated start date.

3.02 Where the Company is awarded a project not listed in the Schedule "G" Notice of Project Start, the Company shall provide a further notice to the Union prior to commencing any work on the project.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF OF UNION DUES

4.01 All employees and Pieceworkers/Subcontractors shall, when working in a position within the bargaining unit described herein, be required, as a condition of employment to be a member of the Union and shall remain in good standing. It is further agreed that all employees and Pieceworkers/Subcontractors covered by this Agreement shall obtain a clearance slip issued by the Union certifying that the employee and Pieceworker/Subcontractor is a member in good standing of the Union no later than two (2) days after commencing work.

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4.02 (a) No person who is a member of management, including non-working foremen, shall do any work which would normally be performed by employees, Pieceworkers/Subcontractors covered by this Collective Agreement.

(b) A working foreman must be a member of the Union, in possession of a clearance slip and otherwise be employed in accordance with the provisions of Schedule A of the Collective Agreement. It is agreed that working foremen shall be paid at no less than the Tile Setter rate, and the Company shall make all other required contributions and remittances in respect of each and every hour worked by a working foreman. It is agreed that working foreman may provide instruction and direction to persons employed under this Collective Agreement, but shall not hire, fire or discipline employees.

(c) The Union acknowledges that each Company shall, at their sole discretion, determine whether to employ a foreman as either a working foreman or a non-working foreman.

4.03 Though not required to do so, if a Company requests the Union to provide employees or Pieceworkers/Subcontractors and the Union cannot meet the Company's work force requirements within two (2) working days, the Company may obtain workmen from whatever source is available to him provided that such employees and Pieceworkers/Subcontractors, before commencing work, apply to the Union and comply with the applicable Union regulations for membership therein and in accordance with Article 4.01 of this Agreement.

4.04 The Union agrees that the Company may continue the practice in effect immediately prior to commencement of this Agreement of utilizing Pieceworkers/Subcontractors to perform bargaining unit work, in which event the Company shall comply with all terms and conditions of this Agreement, including Schedule "B".

4.05 (a) Each Employee shall, when working in a position within the bargaining unit described in Article 2 above, be required as a condition of performing such work to have his regular monthly union dues and any required working dues checked off and the union agrees to duly inform the company of the amounts of such union dues and working dues and any changes in the amounts. The Company agrees to make such deductions from the first pay issued to the employees each calendar month and remit them to the Secretary-Treasurer of the Union. The Company shall, when remitting such dues name the

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employees and their social insurance numbers from whose pay such deductions have been made.

(b) It is understood that any required working dues for Pieceworkers/Subcontractors shall be taken out of the remittance set out in Article 4 of Schedule "B".

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union agrees that it is the exclusive function of the Company to:

(a) Conduct and determine the nature of its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the number of employees, Pieceworkers/Subcontractors, to determine the times and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

(b) Hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, Pieceworkers/Subcontractors, provided that a claim by an employee, Pieceworker/Subcontractor that has been disciplined or discharged without just cause shall be subject to the provisions of the grievance procedure;

(c) Make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by the employees, Pieceworkers/Subcontractors.

It is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

5.02 The Company agrees that it shall continue to allocate work in the same manner as it has prior to the commencement of this Collective Agreement.

5.03 The Company agrees that it will not exercise any rights under this Collective Agreement in a manner contrary to the *Ontario Human Right Code*.

ARTICLE 6 - HOURS OF WORK (HOURLY PAID EMPLOYEES)

6.01 The wages for hourly paid employees shall be those as set out in Schedule "A" which forms part of this Agreement. There shall continue to be separate Schedules for low-rise and high-rise hourly employees.

6.02 Wages shall be paid on the job by direct deposit or cheque before the regular quitting time on or before Thursday, or by certified cheque on or before Friday of each week for the payroll period ending the previous calendar week.

6.03 Each employee shall receive a statement which shall indicate:

- (a) Name of the Company and the employee;
- (b) The pay period;
- (c) The total hours worked at straight time;
- (d) The total hours worked at overtime;
- (e) The hourly rate and applicable premiums;
- (f) The amount of vacation and/or Statutory Holiday pay;
- (g) Details of all deductions;
- (h) The amount of travelling and board allowance;
- (i) The address of the Company on the cheque stub.

All time books are to be closed weekly.

6.04 When an employee is laid off from a job on a scheduled regular layoff, he shall receive one (1) hour's notice with pay and he will be permitted to leave the job immediately after the one (1) hour's notice is given. If the Company fails to give the employee one (1) hour's notice in advance of layoff, the employee shall be paid an additional one (1) hour's pay at straight time. At the time of layoff, the employee shall be paid in full and given possession of all his documents. If the employee cannot be paid and be given his documents at that time, he shall receive his pay and documents within forty-eight (48) hours. The forty-eight (48) hour period is exclusive of Saturdays, Sundays and Statutory Holidays.

6.05 The normal working hours shall be forty-four (44) hours per week, Monday through Saturday inclusive.

6.06 When an employee is discharged or quits, he shall be paid his wages and documents on the next regular pay day.

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ARTICLE 7 - PIECEWORK RATES

7.01 The rates for Pieceworkers/Subcontractors shall be those as set out in Schedule “B”, which forms part of this Agreement.

7.02 In the event that any Pieceworker/Subcontractor is directed by the Company to work on an hourly rated basis, it is agreed that the Pieceworker/Subcontractor shall be paid in accordance with the hourly rated schedule, Schedule “A” including all benefits, deductions, and contributions.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

8.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

8.02 An employee, Pieceworker/Subcontractor who has a grievance may discuss the matter with his foreman and may be accompanied by his Union Representative.

8.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

Within twenty (20) calendar days after the circumstances giving rise to the grievance occurred or originated, but not thereafter, the grievance shall be presented to the Company in writing, and the Parties shall meet within five (5) working days in an endeavour to settle the grievance. If a satisfactory settlement is not reached within five (5) days of this meeting, and if the grievance is one which concerns the interpretation or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 8.05 below, at any time within twenty (20) days thereafter, but not later.

8.04 Grievances dealing with rates of pay, welfare, pension, and/or dues must be initiated within sixty (60) calendar days of such alleged violation.

8.05 Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of the Agreement, including any question as to whether the matter is arbitrable, either of the Parties may, after exhausting the grievance procedures described above, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. Such

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written notice shall also state clearly the matter or matters in dispute to be dealt with by the Arbitrator and what relief, if any, is claimed by the Party requesting arbitration.

8.06 The Parties shall agree to a mutually agreeable arbitrator who will be appointed to hear the grievance. If the Parties cannot reach an agreement regarding the arbitrator within ten (10) days the appointment shall be made by the Minister of Labour for Ontario upon request of either Party.

8.07 The Arbitrator shall hear and determine the difference or differences between the Parties and shall issue a decision in writing, which decision shall be final and binding upon the Parties and upon any employee and/or Pieceworkers/Subcontractors affected. However, it is understood that there shall be no alteration or amendment to any part of the Agreement. The fees and expenses of the Arbitrator shall be borne one-half ($\frac{1}{2}$) by the Union and one-half ($\frac{1}{2}$) by the Company. Any other costs or expenses in connection with such arbitration shall be borne by the Party which incurs them.

8.08 The time limits mentioned in the grievance and arbitration procedure shall be mandatory and if no written request for arbitration is received within twenty (20) days after the steps outlined in Article 8.03 or 8.04 are exhausted, the grievance shall be deemed to have been abandoned.

8.09 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

8.10 A Union grievance, which is defined as an alleged violation of this Agreement involving a number of employees in the bargaining unit in regard to which a number of employees and/or Pieceworkers/Subcontractors have signified an intention to grieve, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward in accordance with the instant Article, and if it is not settled, it may be referred to Arbitration in the same manner as a grievance of an employee and/or Pieceworker/Subcontractor.

8.11 The time limits with respect to the Grievance and Arbitration Procedure in this Article are applicable to all grievances and arbitrations, including grievances which proceed through the Expedited Arbitration Procedure contained in this Collective Agreement.

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8.12 Copies of all grievances and referrals of grievances to arbitration will be sent to the Association.

ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE

9.01 The Company agrees that it shall make arrangements for employees, Pieceworkers/Subcontractors who are sent out of town and shall arrange for the payment of a room and board allowance plus a meal allowance and transportation costs, if any, for employees, Pieceworkers/Subcontractors who are sent out of town. The employee, Pieceworker/Subcontractor shall furnish receipts for all expenses to his Company prior to the payment of the said expenses.

9.02 Employees and/or Pieceworkers/Subcontractors, when riding in the company vehicles, will only ride in the cab of said vehicle.

ARTICLE 10 - BUSINESS REPRESENTATIVE

10.01 The Business Representative of the Union shall have access to the Company's shop and all working areas in which the Company is working during working hours provided the Company is able to provide such access. In no case shall the Representative's visits interfere with the progress of the work. The visits of Representatives shall be solely to administer this Collective Agreement. Prior to entering a job, the Representative shall, where possible, first obtain permission from the superintendent, foreman or other supervisory personnel of the Company if such permission is required. In circumstances where the Company does not have authority to allow access, the Company agrees to make a joint application with the Union on and at the time or request to the builder to gain access.

ARTICLE 11 - STEWARD

11.01 The Company agrees to recognize one steward for every twenty (20) employees or ten (10) Piecework/Subcontractor crews or parts thereof.

11.02 The Steward shall be appointed by the Union from among employees, Pieceworkers/Subcontractors who have had a regular employment relationship with the Company.

11.03 Such appointment shall be confirmed by the Union in writing to the Company, and the Company shall recognize such Steward. Such appointment shall not be effective until such time as the notice in writing has been delivered to the Company.

11.04 The Steward shall not be excluded from overtime work (on hourly rated projects) on his crew provided he is competent to do the work required and shall be one of the last four (4) men employed (if employed on an hourly basis) and one of the last four (4) crews retained (if employed on a piecework/subcontract basis). It is understood that, should the Steward complete the work assigned to him, there may be a temporary break in work and the next available assignment on any site shall be assigned by the Company to the Steward or the Steward’s crew as the case may be.

11.05 The Union and the Steward recognize that the Steward’s primary function is to perform the work which has been assigned to him in a proper and workmanlike manner.

11.06 No discrimination shall be shown against any Steward who is carrying out his duties but in no case shall his duties interfere with the progress of the work.

11.07 The Steward is to be given a reasonable length of time during working hours to inspect the project to verify safety and other working conditions covered by this Agreement.

ARTICLE 12 - HOLIDAYS AND VACATIONS

12.01 The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:

New Year’s Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

12.02 All hourly rated employees shall be paid Vacation Pay and Statutory Holiday pay in the amount of ten (10%) percent. That part of the amount allocated to Vacation Pay shall be the minimum required by the *Employment Standards Act* as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.

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12.03 When one of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend or as otherwise arranged.

12.04 Employees are entitled to take a vacation at a mutually convenient time each calendar year without prejudice to their employment provided, however, that in circumstances where an employee takes a vacation at a time not agreed to by the Company he will be subject to immediate termination.

12.05 The Company agrees to remit the employee's Vacation Pay and Statutory Holiday pay along with and in the same manner as the other contributions required by this Agreement. Payment shall be made to a Trust Fund as may be designated by the Union to be held in trust for the employee.

12.06 The provisions of 12.05 shall apply equally to Pieceworkers/Subcontractors to the extent that the employees and/or helpers of Pieceworkers/Subcontractors shall receive the full Vacation and Holiday pay required by this Article along with their regular wages as set out in Article 5 of this Collective Agreement. The responsibility for this payment to the employees and/or helpers of the Pieceworker/Subcontractor shall be the responsibility of the Pieceworker/Subcontractor.

ARTICLE 13 - NO STRIKE - NO LOCK OUT

13.01 During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing as defined by the *Ontario Labour Relations Act*, and the Company agrees that it will not cause a lock out.

ARTICLE 14 - SAFE WORKING CONDITIONS

14.01 Every employee, Pieceworker/Subcontractor shall, as a condition of employment, be required to wear a safety helmet of a type approved by the Construction Safety Association, and in addition shall own and wear suitable protective foot wear and other personal protective equipment required in the normal course of his duties.

14.02 The Company shall comply with the *Occupational Health and Safety Act* and its regulations. The Company agrees that it will not be a violation of this Agreement if employees,

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Pieceworkers/Subcontractors covered by this Agreement refuse to work due to unsafe conditions. The Company shall hold safety meetings on a regular basis to discuss on-site issues.

14.03 The Pieceworker/Subcontractor shall comply with the *Occupational Health and Safety Act* and its regulations. The Pieceworker/Subcontractor agrees that it will not be a violation of this Agreement if its employees, Pieceworkers/Subcontractors covered by this Agreement refuse to work due to unsafe conditions. The Pieceworker/Subcontractor agrees that it shall hold safety meetings on a regular basis to discuss on-site issues.

14.04 The Company shall, at its own expense, furnish to any person performing work under the Agreement, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

14.05 An employee who is injured in a compensable accident during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

ARTICLE 15 - WORKERS' COMPENSATION CLEARANCE - SPECIAL PROVISION

15.01 The parties agree that the *Workplace Safety and Insurance Act, 1997* and decisions made pursuant to that legislation, as it may be amended from time to time, shall govern all matters with respect to workers' compensation premiums and benefits.

15.02 No Company bound by this Agreement shall deduct from any payments required by this Collective Agreement any amount required under the *Workplace Safety and Insurance Act, 1997* or require an hourly employee, Pieceworkers/Subcontractors to contribute to any liability that the Company has incurred or may incur under the *Workplace Safety and Insurance Act, 1997*.

15.03 (a) Each Pieceworker/Subcontractor shall acquire and maintain coverage under the *Workplace Safety and Insurance Act*, including a Clearance Certificate for themselves and their respective helpers. Each Pieceworker/Subcontractor shall pay to the Workplace Safety and Insurance Board (WSIB) the applicable premium to acquire

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the Clearance Certificate and maintain coverage under the *Workplace Safety and Insurance Act*.

(b) Effective May 1st, 2015, in consideration for the Pieceworker/Subcontractor acquiring and maintaining coverage under the *Workplace Safety and Insurance Act*, the Company shall pay the Pieceworker/Subcontractor one and one-half (1.5%) percent of the total gross amount paid by the Company pursuant to the invoices prepared and provided by the Pieceworker/Subcontractor and as required by Schedule B of the Collective Agreement. The Company shall remit such payment for invoices delivered during the calendar month by the 15th day of the next month provided the Pieceworker/Subcontractor acquired and maintained coverage under the *Workplace Safety and Insurance Act* for the calendar month for which the invoices were received as verified by a Clearance Certificate.

(c) Notwithstanding the foregoing, if a Pieceworker/Subcontractor is deemed by the WSIB to be an employee then Article 15.01 shall apply and the Company shall pay all premiums applicable with the WSIB coverage, but the Pieceworker/Subcontractor will not be paid the amount in Article 15.03(b).

15.04 The parties agree that no Company shall, as a result of these amendments cease to pay WSIB coverage for any person currently covered.

ARTICLE 16 - PRODUCTIVITY

16.01 The Union and the Company recognize the mutual value of improving, by proper and reasonable means, the productivity of the individual employee, pieceworker/subcontractor, and both will undertake individually to promote such increased productivity.

16.02 (a) The employee, Pieceworker/Subcontractor shall pick up all necessary materials from the warehouse of the Company prior to commencement of work. The Company may ship product to the construction site in circumstances where the Company deems it necessary or reasonable. The employee, Pieceworker/Subcontractor shall pick up all necessary material from the warehouse of the Company at hours designated by the Company, prior to the commencement of work and shall return all extra materials from the site.

(b) The Company, when assigning work, will give a copy of the Company work order to the Pieceworker/Subcontractor and it is understood that the Pieceworker/Subcontractor shall be entitled to make a copy of the documentation for his/her records prior to returning the original to the Company. If the original work order is changed by the Company, the Company will provide a copy of the revised work order to the Pieceworker/Subcontractor at the time of the payment of the invoice for such work.

16.03 The employees, Pieceworkers/Subcontractors shall be responsible for site clean up and will be responsible for placing all garbage and unusable material relating to their work in the site garbage bin at the site location as determined by the site superintendent. If no bin or site location is determined then the employee, Pieceworker/Subcontractor shall bring the garbage and unusable material to the Company's garbage bin provided this is an established past practice.

16.04 Each employee or Pieceworker/Subcontractor shall supply and maintain all necessary tools to perform the work referred to herein. It is understood that certain tools utilized by hourly paid employees are not customarily supplied by the hourly paid employees and notwithstanding the language of the Article, will not be required to be supplied by the hourly paid employees. Servicemen/Handymen shall have power tools supplied by the Company.

16.05 It is agreed that where no parking is available on site, and employees, contractors, and Pieceworkers/Subcontractors performing work under this Collective Agreement who are required to pay for parking, will be reimbursed for these parking expenses on production of receipts for the parking expenses on a weekly basis and/or on each invoice depending on the nature of their relationship with the Company. This provision shall be limited to payment for parking for one (1) vehicle per crew only.

The Company may require hourly employees to meet at the shop and travel together to the job site.

**ARTICLE 17 - SUB-CONTRACTING OF WORK - BACK CHARGES -
HOLDBACK ACCOUNT**

17.01 The Company agrees not to contract or subcontract any work covered by this Collective Agreement to contractors other than those who are bound to and applying Local 183's standard Marble, Tile,

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Terrazzo and Cement Masons Collective Agreement, the required Participation Agreement and/or the appropriate collective agreement listed in Schedule "C" which is applicable to the work in question. The Company may engage Pieceworkers/Subcontractors, provided that the independent Pieceworker/Subcontractor is signatory to a Schedule "D," Participation Agreement.

17.02 (a) The Company agrees that it will not knowingly subcontract work covered by this Collective Agreement to a contractor, and Pieceworker/Subcontractor who in turn subcontracts the same work to another contractor, Pieceworker/Subcontractor.

(b) Upon being notified in writing by the Union that a contractor, Pieceworker/Subcontractor is contracting the work to another contractor or Pieceworker/Subcontractor, the Company shall not permit the contractor, Pieceworker/Subcontractor to start work on any new house, high-rise unit/suite until such time as the Union advises the Company in writing that the matter has been resolved. The contractor, Pieceworker/Subcontractor will be permitted to complete the house(s), high-rise unit/suite in progress.

(c) In the event that the Company permits work to be commenced on a house or high-rise unit/suite in violation of this Article, then such work shall be deemed to have been performed by a non-union subcontractor and the Union may file a grievance. If the grievance is successful, the damages shall be two hundred dollars (\$200.00) per day per employee on the crew(s).

17.03 Freeze Funds

(a) Upon being advised by the Union that a pieceworker and/or subcontractor has failed to pay its employees their wages owing under this Collective Agreement, or has failed to pay any dues, benefits or contributions owing under this Collective Agreement, the Company shall freeze any funds owing to the pieceworker or subcontractor up to the amount claimed owing.

(b) Such amounts will remain frozen until :

i) the Company receives a signed consent and direction from the pieceworker/subcontractor to pay monies out to the Union, or

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ii) the Company receives a decision from an Arbitrator confirming what monies are owing to the Union or its members, and the Company pays out such monies as are noted in the decision, or

iii) the Union advises that it agrees to the release of the frozen funds.

(c) Where the Company receives a consent and direction, or a decision from an arbitrator, they shall pay out such monies as are frozen, up the amount required, within five (5) days.

(d) It is understood and agreed that the Union will save harmless the Company from any claim arising from compliance with this Article.

17.04 The Piecemaker/Subcontractor shall be required to provide a Union invoice, in a form to be agreed upon, which invoice must include the names and SIN of each of the people working for the Piecemaker/Subcontractor listing the name and Union Membership Numbers of all persons who performed any work listed on the invoice, as well as the projects and lots on which work has been performed, within thirty (30) days of commencing work on a project, failing which the Company shall advise the Union. The Company shall not accept incomplete invoices.

17.05 The Company and Union agree that the Company has met its obligations for wages and remittances for employees, Piecemakers/Subcontractors by payment of any sums or remittance of any dues, benefits or other remittances to the Union based solely on the information supplied by the Piecemaker/Subcontractor. The Company acknowledges that the Union has the right to refuse to issue a clearance slip to any Piecemaker/Subcontractor who falsifies an invoice with respect to the number of individuals performing the work. The Union specifically acknowledges that any recovery of monies owed to the Union as a result of a falsification by a Piecemaker/Subcontractor of his invoice shall be recovered directly from the Piecemaker/Subcontractor by the Union, provided the Contractor has not knowingly participated in the falsification.

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Back Charges

17.06 Any back charges received by the Company from the Builder as a result of the performance of work or the failure to perform work, shall be deducted by the Company from amounts owing to the Pieceworker/Subcontractor on that project or from the hold back referred to in this Agreement. Any disputes in relation to these back charges shall be resolved in accordance with the grievance and arbitration procedures contained herein. Copies of such back charges shall be provided to the Pieceworker/Subcontractor and the Union.

17.07

(a) Any deficiencies reported to the Company by the Builder for correction and for which the Company wishes to make a claim against a Pieceworker/Subcontractor must be reported in writing to the Pieceworker/Subcontractor on the prescribed form attached as Schedule "E" within ten (10) working days of the date that the Company becomes aware of the deficiency. This written notice shall describe the nature of the deficiency and provide an estimate of the back charge which will be incurred if the Pieceworker/Subcontractor does not perform the work within seven (7) working days.

(b) Thereafter, the Pieceworker/Subcontractor will have seven (7) working days from the date of the written notice to complete any deficient work. If the work is not performed within the seven (7) working day period, then the Company may have the work performed by another employee and/or Pieceworker/Subcontractor and the original Pieceworker/Subcontractor may be back charged for the cost of such work with a written notice of such back charge being given to the original Pieceworker/Subcontractor with a copy to the Union. Details of such back charges shall be provided to the Union on request. It is agreed that if the Pieceworker/Subcontractor disputes the amount of such back charge and proceeds to arbitration, then the onus of proof with respect to whether a deficiency existed and the cost of fixing such deficiencies shall rest with the Company.

(c) Where a deficiency is reported to the Company by the Builder for correction and the home is occupied, the Company shall schedule the time at which the deficiency is to be corrected and the Pieceworker/Subcontractor, if he wishes to correct the deficiency himself, must correct the deficiency at that time, subject to the requirement that the Pieceworker/Subcontractor must receive three

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(3) clear days' notice of the scheduled time for the work to be performed.

(d) Pieceworkers/Subcontractors shall not be required to install on top of defective walls or floors. Pieceworkers/Subcontractors shall immediately notify the Company when they become aware of a defective wall or floor. Where a Pieceworkers/Subcontractors cannot complete assigned work because of defective walls or floors they shall complete and invoice for all work possible.

(e) The Company shall not back charge any Pieceworker/Subcontractor with respect to a failure by the Company to provide the correct materials or correct quantity of materials to the Pieceworker/Subcontractor as specified by the builder provided that the Pieceworker/Subcontractor has acted with reasonable care. The Pieceworker/Subcontractor will not be responsible for shortage of material, materials that are out of stock or any re-selection of colours provided that the Pieceworker/Subcontractor has acted reasonably.

(f) All backcharges or holdbacks shall be listed on the invoice.

(g) It is agreed that the labour component of a back-charge under Article 17.06 of the Collective Agreement may include cost of remittances and benefits on that labour calculated with Article 4 of Schedule "B".

(h) For the purpose of this Article 17.07, written notice can be by hand delivery, email, text message or registered mail, with copies to be simultaneously delivered via email to the Sector Coordinator and/or other email address(es) designated by the Union, together with an indication of the mode of delivery to the worker.

(i) The Union and RTCA will meet to modify and update Schedules "E" and "F" with the purpose of converting the existing paper forms to electronic format along with any necessary agreed upon changes required with the goal of being able to electronically notify the parties.

17.08 Holdback Account

(a) The Company may at its option withhold an amount from the Pieceworker/Subcontractor not to exceed the sum of two thousand (\$2,000.00) for payment of any back charges or deficiencies.

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The said amount may be withheld for a period not to exceed six (6) months from the date of commencement of work by the Piecemaker/Subcontractor for the Company or three (3) months from the time that the Piecemaker/Subcontractor no longer works for the Company, whichever is the greater.

(b) It is understood that any holdback referred to in subparagraph (a) above consists of amounts owing to the Piecemaker/Subcontractor, subject to the provisions of Article 17.06 or subparagraph (a) above. When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Piecemakers/Subcontractors, written notice shall thereafter be given to the Piecemaker/Subcontractor and the Union of the amounts designated for holdback. When amounts are deducted from holdback as a result of back charges or deficiencies, written notice shall thereafter be given to the Piecemaker/Subcontractor and the Union of the amount of such deduction.

(c) By no later than the 15th day of each month each Company which maintains a holdback account for any Piecemaker/Subcontractor covered by this Collective Agreement shall provide a Holdback Summary Notice. The Holdback Summary Notice shall list the names of each Piecemakers/Subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all Piecemakers/Subcontractors.

(d) There shall be no penalty for the first violation by a Company of subparagraphs (b) and (c) during the life of this Collective Agreement. If, during the life of this Collective Agreement, the Company should breach subparagraph (b) or (c) a second time they shall pay damages to the Union of one hundred dollars (\$100.00), and five hundred dollars (\$500.00) for each violation thereafter.

17.09 The Parties agree that where prior to the signing of this Collective Agreement, the Company has no practice of holding back monies to Piecemaker/Subcontractor crews and/or has established a holdback policy which is more beneficial to the Piecemaker/Subcontractor than those set out in Article 17.07 above, the provisions of Article 17.07 will only apply to new crews engaged for the first time after the signing of this Collective Agreement.

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ARTICLE 18 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE *EMPLOYMENT STANDARDS AMENDMENT ACT, 1991*

18.01 The trustees of the Worker Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by a Company to pay any Worker Benefit contributions required to be made under this Collective Agreement and which are owed under the said Plans in order that the Program Administrator of the Worker Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulation of the *Employment Standards Amendment Act, 1991* in relation to the Worker Wage Protection Program.

ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.

19.01 (a) The Company bound to the terms and conditions of this Agreement shall be responsible for payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement with respect to hourly paid employees and shall further be responsible for remittances to the Union and/or its trust funds for amounts allocated for benefits for Pieceworkers/Subcontractors.

(b) Such deductions and remittances shall include regular monthly Union dues, and working dues outlined by the Union, and the various other benefits provided for in Schedule "A" and Schedule "B" of this Collective Agreement. The remittances shall be paid on a regular monthly basis by the fifteenth (15th) day of the month following the month such remittances, deductions or contributions were due. The Remittance Report shall include the names and Social Insurance Numbers of the hourly employees of the Company, shall include the name of the Pieceworker/Subcontractor (whichever the case may be) and the relevant invoices provided to the Company by such entities.

19.02 The parties agree that all benefit contributions and remittances are calculated prior to any back-charges or deductions, and prior to and without regard to any monies withheld pursuant to the Collective Agreement

19.03 Health and Welfare – Hourly

The Company shall make contributions for Health and Welfare benefits to such Trust Funds as may be designated by the Union at the rate

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indicated in Schedule "A" of this Agreement for each hour worked by each hourly rated employee.

19.04 Pension – Hourly

The Company shall make contributions for pension benefits to Labourers' Pension Fund of Central and Eastern Canada, at the rate indicated in Schedule "A" of this Agreement for each hour worked by each hourly rated employee.

19.05 Apprenticeship Training – Hourly

The Company shall make contributions for Apprenticeship Training to such Trust Funds as may be designated by the Union at the rate indicated in Schedule "A" of this Agreement for each hourly rated employee.

19.06 Pre-Paid Legal Plan – Hourly

The Company shall make contributions for Labourers' Local 183 Pre-Paid Legal Benefit Fund as may be designated by the Union at the rate indicated in Schedule "A" of this Agreement for each hourly rated employee.

19.07 Promotional Benefit Fund

The Company agrees to pay, effective May 1, 2019 ten cents (\$0.10) for each hour worked to the Local 183 Promotional Benefits Fund but nevertheless forwarded to the Members' Benefit Trust Fund for administration purposes. This amount shall increase May 1, 2020 to fifteen cents (\$0.15), and on May 1, 2021 to twenty cents (\$0.20) per hour worked.

19.08 During the lifetime of this Agreement, the Union shall have the right, at any time, to require the Company to change the amounts of the contributions (whether made on an hourly or percentage lump sum basis) to any employee benefit funds set out in this Collective Agreement, or which may be established hereafter by the Union, by transferring any portion of the contributions required to be made to any particular employee benefit fund (now existing or existing in the future) to any other employee benefit fund (now existing or existing in the future) provided that there shall be no increase in the total monetary contributions required to be made under the Agreement as a result thereof.

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19.09 If the Labourers Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees and/or Pieceworkers/Subcontractors over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator. The Union will indemnify the Employer for any tax, withholdings or other liabilities related to any payments under this Article.

ARTICLE 20 - INDUSTRY FUND

20.01 Each Company that is a member of the Association shall contribute to the Industry Fund the following amounts:

- (a) A fixed monthly contribution of \$500.00, plus HST;
- (b) For hourly employees, \$0.05 per hour for all hours worked, plus HST; and
- (c) For Pieceworkers/Subcontractors, 1% of the total Union remittances on the Pieceworker/Subcontractor invoices, plus HST.

20.02 Each Company that is not a member of the Association shall contribute to the Industry Fund the following amounts:

- (a) A fixed monthly contribution of \$650.00, plus HST;
- (b) For hourly employees, \$0.25 per hour for all hours worked, plus HST; and
- (c) For Pieceworkers/Subcontractors, 5% of the total Union remittances on the Pieceworker/Subcontractor invoices, plus HST.

20.03 The contribution shall be remitted along with the Union remittances set out in this Collective Agreement (the Union remittances are set out in Schedule "A" for hourly employees and in Schedule "B", Article 4 for Pieceworkers/Subcontractors) payable to the "Local 183 Marble, Tile Clearance Fund" on or before the fifteenth (15th) of the month following the month which the contributions were due.

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20.04 All such amounts shall, by the 15th of the month following, be forwarded to the Residential Tile Contractors Association by the administrators of “Local 183 Marble, Tile Clearance Fund” as each Company’s contribution to the costs of negotiating and administering the Collective Agreement. It is understood that the above percentage amount is in addition to the rates and other conditions as specified in Schedules “A” and “B” of the Collective Agreement.

20.05 The Association will advise the Union and all contractors of any change to the Industry fund contribution amounts.

ARTICLE 21 - SEVERABILITY

21.01 Should any part of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently-enacted Provincial or Federal legislation, or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining part or provisions thereof; provided, however, that upon such invalidation the Parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 22 - CONDITIONS OF EMPLOYMENT

22.01 The Company will permit a ten (10) minute paid refreshment break at the employee’s place of work, once in the morning and once in the afternoon. The time will be scheduled by the Company so as not to interfere with the orderly progress of the job. In addition, the employee will be entitled to one-half (1/2) hour unpaid lunch break approximately the midpoint of his shift.

ARTICLE 23 - MAINTENANCE OF RATES

23.01 The Parties agree that the rates established for employees, Pieceworkers/Subcontractors under the terms of this Collective Agreement represent minimum amounts. It is agreed that no employee, Pieceworker/Subcontractor will suffer a reduction in rates currently being paid based on the signing of the Collective Agreement and in those cases where the Company is already paying rates which are over and above those set out in this Collective Agreement such rates will be maintained until such time as the rates set out in this Collective Agreement are equal to or greater than such rates.

ARTICLE 24 - DEFICIENCIES / REPAIRS / SERVICE

24.01 All deficiencies and repairs not performed by the responsible Piecemaker/Subcontractor, if any, as well as service, shall be assigned to and performed by an hourly employee employed under Schedule A.

24.02 Employees performing work under this Article shall be paid in accordance with the hourly rated schedule, Schedule "A" including all benefits, deductions, and contributions. All other terms and conditions of the Collective Agreement shall apply. No Hourly Employee shall have his/her rate reduced if he/she is currently being paid rates which are over and above those set out in this Collective Agreement and such rates will be maintained until such time as the rates set out in this Collective Agreement are equal to or greater than such rates.

24.03 Employees performing work under this Article shall be provided with an appropriate vehicle (where needed) and tools. The vehicle shall be leased by and/or registered to the Company, or to a corporation owned or affiliated with the Company. The Company shall pay for vehicle insurance, parking (if required), gas and tolls (if required to use toll roads and directed by the Company) and maintenance and replacement of Company-owned tools as necessary. It shall be at the sole discretion of the Company to determine whether the vehicle shall be parked or stored at the Company's shop or premises when not in use performing Company work. The driver must observe and obey all road traffic laws. For the purpose of this provision, tools do not include hand tools.

24.04 Employees performing work under this Article who have access as the driver to a company vehicle shall be paid from the time he arrives at the shop until the time he leaves the shop at the end of the day. An hourly employee who is permitted to take the company vehicle home at night, is paid from the time they arrive at the first jobsite in the morning (or the Company's shop if they attend there first) until the time they leave the last jobsite at the end of the day (or the Company's shop if they are required to attend there prior to going home).

24.05 No Employee performing work under this Article will be required to use a personal vehicle for company business. If the Company violates this provision they shall pay to the Union a penalty of \$500 per week where the vehicle was not supplied. One half of all

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penalties received under this Article shall be paid by the Union to the RTCA. This amount shall be in addition to any damage which may be owing if Serviceman/Handyman was to the employee required to supply their own vehicle during such period.

ARTICLE 25 - DURATION

The term of this Agreement shall be from May 1, 2022 to April 30, 2025 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision within one hundred and eighty days (180 days) of April 30, 2022 or any like in any three year period thereafter.

IN WITNESS WHEREOF the parties hereto have caused their duly authorized representatives to affix their signatures this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

SCHEDULE "A" (LOW RISE)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Marble Mason Specialty Worker	May 1 2022	\$ 39.81	\$ 3.98	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 56.50	3%	\$ 0.15	\$ 0.05	\$ 56.55
	May 1, 2023	\$ 41.76	\$ 4.18	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 59.00	3%	\$ 0.15	\$ 0.05	\$ 59.05
	May1, 2024	\$ 43.26	\$ 4.33	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 61.00	3%	\$ 0.15	\$ 0.05	\$ 61.05
Marble Tile & Terrazzo Cement Mason	May 1 2022	\$ 36.88	\$ 3.69	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.28	3%	\$ 0.15	\$ 0.05	\$ 53.33
	May 1, 2023	\$ 38.84	\$ 3.88	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.78	3%	\$ 0.15	\$ 0.05	\$ 55.83
	May1, 2024	\$ 40.34	\$ 4.03	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 57.78	3%	\$ 0.15	\$ 0.05	\$ 57.83

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Tile Setter	May 1, 2022	\$ 34.41	\$ 3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023	\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May 1, 2024	\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11
Serviceman/ Handyman	May 1, 2022	\$ 34.41	\$ 3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023	\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May 1, 2024	\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11
Working Foreman	May 1, 2022	\$ 34.41	\$ 3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023	\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May 1, 2024	\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Apprentice 4 (90%)	May 1, 2022	\$ 33.19	\$ 3.32	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 49.22	3%	\$ 0.15	\$ 0.05	\$ 49.27
	May 1, 2023	\$ 34.96	\$ 3.50	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 51.52	3%	\$ 0.15	\$ 0.05	\$ 51.57
	May 1, 2024	\$ 36.31	\$ 3.63	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.35	3%	\$ 0.15	\$ 0.05	\$ 53.40
Apprentice 3 (75%)	May 1, 2022	\$ 27.66	\$ 2.77	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 43.14	3%	\$ 0.15	\$ 0.05	\$ 43.19
	May 1, 2023	\$ 29.13	\$ 2.91	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 45.10	3%	\$ 0.15	\$ 0.05	\$ 45.15
	May 1, 2024	\$ 30.26	\$ 3.03	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 46.70	3%	\$ 0.15	\$ 0.05	\$ 46.75
Apprentice 2 (60%)	May 1, 2022	\$ 22.13	\$ 2.21	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 37.05	3%	\$ 0.15	\$ 0.05	\$ 37.10
	May 1, 2023	\$ 23.30	\$ 2.33	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 38.69	3%	\$ 0.15	\$ 0.05	\$ 38.74
	May 1, 2024	\$ 24.20	\$ 2.42	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 40.03	3%	\$ 0.15	\$ 0.05	\$ 40.08

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION				EMPLOYER TOTAL COST
													WORKING DUES	OPDC-EMPLOYEE	INDUSTRY FUND		
Apprentice 1 (50%)	May 1 2022	\$ 18.44	\$ 1.84	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 32.99	3%	\$ 0.15	\$ 0.05	\$ 33.04	
	May 1, 2023	\$ 19.42	\$ 1.94	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 34.42	3%	\$ 0.15	\$ 0.05	\$ 34.47	
	May 1, 2024	\$ 20.17	\$ 2.02	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 35.60	3%	\$ 0.15	\$ 0.05	\$ 35.65	
Helper (45%)	May 1 2022	\$ 16.60	\$ 1.66	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 30.97	3%	\$ 0.15	\$ 0.05	\$ 31.02	
	May 1, 2023	\$ 17.48	\$ 1.75	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 32.29	3%	\$ 0.15	\$ 0.05	\$ 32.34	
	May 1, 2024	\$ 18.15	\$ 1.82	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 33.38	3%	\$ 0.15	\$ 0.05	\$ 33.43	

Working Foremen:

Pursuant to Article 4.02(b) the rates for Working Foremen shall be no less than the Tile Setter Rate.
 No working foreman shall have his rate reduced if he is receiving more than the Tile Setter Rate.

Serviceman/Handyman:

Pursuant to Article 24.02 the rates for Serviceman/Handyman shall be no less than the Tile Setter Rate.
 No hourly Serviceman/Handyman shall have his rate reduced if he is receiving more than the Tile Setter Rate.

SCHEDULE "A" (HIGH RISE)

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Marble Mason Specialty Worker	May 1 2022	\$ 38.76	\$ 3.88	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.35	3%	\$ 0.15	\$ 0.05	\$ 55.40
	May 1, 2023	\$ 40.72	\$ 4.07	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 57.85	3%	\$ 0.15	\$ 0.05	\$ 57.90
	May1, 2024	\$ 42.22	\$ 4.22	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 59.85	3%	\$ 0.15	\$ 0.05	\$ 59.90
Marble Tile & Terrazzo Cement Mason	May 1 2022	\$ 35.91	\$ 3.59	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 52.21	3%	\$ 0.15	\$ 0.05	\$ 52.26
	May 1, 2023	\$ 37.86	\$ 3.79	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 54.71	3%	\$ 0.15	\$ 0.05	\$ 54.76
	May1, 2024	\$ 39.36	\$ 3.94	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 56.71	3%	\$ 0.15	\$ 0.05	\$ 56.76

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Tile Setter	May 1, 2022	\$ 33.50	\$ 3.35	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 49.56	3%	\$ 0.15	\$ 0.05	\$ 49.61
	May 1, 2023	\$ 35.45	\$ 3.55	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 52.06	3%	\$ 0.15	\$ 0.05	\$ 52.11
	May 1, 2024	\$ 36.95	\$ 3.70	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 54.06	3%	\$ 0.15	\$ 0.05	\$ 54.11
Serviceman/Handy man	May 1, 2022	\$ 33.50	\$ 3.35	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 49.56	3%	\$ 0.15	\$ 0.05	\$ 49.61
	May 1, 2023	\$ 35.45	\$ 3.55	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 52.06	3%	\$ 0.15	\$ 0.05	\$ 52.11
	May 1, 2024	\$ 36.95	\$ 3.70	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 54.06	3%	\$ 0.15	\$ 0.05	\$ 54.11
Working Foremen	May 1, 2022	\$ 33.50	\$ 3.35	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 49.56	3%	\$ 0.15	\$ 0.05	\$ 49.61
	May 1, 2023	\$ 35.45	\$ 3.55	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 52.06	3%	\$ 0.15	\$ 0.05	\$ 52.11
	May 1, 2024	\$ 36.95	\$ 3.70	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 54.06	3%	\$ 0.15	\$ 0.05	\$ 54.11

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Apprentice 4 (90%)	May 1 2022	\$ 32.32	\$ 3.23	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 48.26	3%	\$ 0.15	\$ 0.05	\$ 48.31
	May 1, 2023	\$ 34.07	\$ 3.41	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.54	3%	\$ 0.15	\$ 0.05	\$ 50.59
	May1, 2024	\$ 35.42	\$ 3.54	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 52.37	3%	\$ 0.15	\$ 0.05	\$ 52.42
Apprentice 3 (75%)	May 1 2022	\$ 26.93	\$ 2.69	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 42.33	3%	\$ 0.15	\$ 0.05	\$ 42.38
	May 1, 2023	\$ 28.40	\$ 2.84	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 44.30	3%	\$ 0.15	\$ 0.05	\$ 44.35
	May1, 2024	\$ 29.52	\$ 2.95	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 45.88	3%	\$ 0.15	\$ 0.05	\$ 45.93
Apprentice 2 (60%)	May 1 2022	\$ 21.55	\$ 2.16	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 36.42	3%	\$ 0.15	\$ 0.05	\$ 36.47
	May 1, 2023	\$ 22.72	\$ 2.27	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 38.05	3%	\$ 0.15	\$ 0.05	\$ 38.10
	May1, 2024	\$ 23.62	\$ 2.36	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 39.39	3%	\$ 0.15	\$ 0.05	\$ 39.44

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION			EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	
Apprentice 1 (50%)	May 1, 2022	\$ 17.96	\$ 1.80	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 32.47	3%	\$ 0.15	\$ 0.05	\$ 32.52
	May 1, 2023	\$ 18.93	\$ 1.89	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 33.88	3%	\$ 0.15	\$ 0.05	\$ 33.93
	May 1, 2024	\$ 19.68	\$ 1.97	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 35.06	3%	\$ 0.15	\$ 0.05	\$ 35.11
	May 1, 2022	\$ 16.16	\$ 1.62	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 30.49	3%	\$ 0.15	\$ 0.05	\$ 30.54
Helper (45%)	May 1, 2023	\$ 17.04	\$ 1.70	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 31.80	3%	\$ 0.15	\$ 0.05	\$ 31.85
	May 1, 2024	\$ 17.71	\$ 1.77	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 32.89	3%	\$ 0.15	\$ 0.05	\$ 32.94

Working Foremen: Pursuant to Article 4.02(b) the rates for Working Foremen shall be no less than the Tile Setter Rate. No working foreman shall have his rate reduced if he is receiving more than the Tile Setter Rate.

Serviceman/Handyman: Pursuant to Article 24.02 the rates for Serviceman/Handyman shall be no less than the Tile Setter Rate. No hourly serviceman/handyman shall have his rate reduced if he is receiving more than the Tile Setter Rate.

Apprentices: The rate of wages for Marble Tile Terrazzo Cement Mason Apprentice, as a percentage of the applicable rate, shall be as follows:

First Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)

Fifty (50%) Percent

Second Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)

Sixty (60%) Percent

Third Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)

Seventy-Five (75%) Percent

Fourth Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)

Ninety (90%) Percent

Helpers: Helpers shall not be directed to perform work on trade tools. It is agreed that Helpers will be paid at 45% of the Marble & Terrazzo Cement Mason Rate.

It is agreed that the normal working day shall be worked between the hours of 7:00 a.m. and 4:30 p.m. For all work outside of the regular working day, Monday to Saturday inclusive, and for any hours in excess of forty-four (44) hours in one week, employees will be paid at the rate of one and one-half (1½) times the rate established herein. It is understood that in the event job circumstances beyond the control of the Company arise regarding the scheduling of work, the Company and the Union will meet to arrange special shift provisions.

SCHEDULE "B"

ARTICLE 1 - As set out in this Collective Agreement, the Company may assign work covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities, whether they are employees, subcontractors or otherwise, are referred to herein as Pieceworkers/Subcontractors.

ARTICLE 2 - The Company shall pay the piecework rates set out in this Schedule (Schedule "B") which forms part of the Collective Agreement and is enforceable as such. As set out in provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount paid to each pieceworker for the payment of all fringe benefits and other contributions which are otherwise required to be made in respect of employees, Pieceworkers/Subcontractors under this Agreement and such contributions may include, without limiting the generality of the foregoing, Health and Welfare Benefits; Pension Benefits; Pre-Paid Legal Plan Benefits; Apprenticeship and Training Fund Contribution; Union Dues; Working Dues; Union Administration Funds, Industry Funds. Such payments shall be made in a manner require by Article 19 and by Schedule "B" or this Agreement and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Retail Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

It is agreed by the Parties that the term "pieceworker", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent Pieceworkers/Subcontractors and the terms of this Collective Agreement apply and are in no way varied by any finding that pieceworkers constitute dependent contractors or independent contractors under any stature or regulation.

ARTICLE 3 -

3.01 When a pieceworker has completed the work assigned on a particular house, the pieceworker will present to the company invoices for all completed work, including the names and social insurance numbers of all individuals who performed the work set out in the invoice, on the standard piecework forms to be provided by the union. The company must make payment by direct deposit, or non-post dated cheque for immediate deposit, to the pieceworker no later than seven (7) days from the issuance of the pieceworker invoice. In the event that the pieceworker fails to provide the piecework invoice from to the company outlining the names and social insurance numbers of the individuals who performed the work set out in the invoice, the company may withhold all further payments until such information has been provided.

3.02 The Standard invoice which must be provided by the pieceworker to the Company shall include the following information:

1. A full description of the location of the house(s) worked on by such pieceworkers;
2. The total square footage of the house(s) and work performed and any other relevant information with respect to such work;
3. The basis for the calculation of the payment of such pieceworkers based on the piecework rates required by the Collective Agreement and this Schedule.

3.03 At the end of each month the Pieceworker/Subcontractor shall prepare a schedule noting the name and address of any employees who worked with them in that month, including their Union Membership Number and the number of hours worked by the employee. The schedule must list the project and lot number on which work was performed, and the Union Invoice Number(s) pertaining to such work. This schedule must be signed or initialed by the Pieceworker/Subcontractor and their employee. The Pieceworker/Subcontractor shall provide the Schedule to the Union along with the pink copy of their invoice. It is understood that the schedule shall be used by the Union to allocate pension and benefit contributions to the workers listed on the invoice. Where no schedule is provided to the Union, the presumption shall be that all persons listed on the invoice worked equally in performing the work listed on the invoices.

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3.04 When accepting the standard Union invoice the Company shall not accept or retain the pink or canary copies. If such copies are inadvertently received by the Company they shall be returned to the Piecemaker/Subcontractor when final payment is made. The Piecemaker/Subcontractor shall be required to provide the pink copy of all submitted invoices to the Union as soon as possible and in any event within 30 days of payment by the Company.

ARTICLE 4 -

4.01 All items on the Schedule B rate sheet are paid on the entire square footage installed unless specifically notes otherwise.

4.02 Pattern tiles with multiple sizes shall be paid at the rate of the largest tile in the pattern, calculated upon the entire square footage.

4.03 Multiple-size pattern tiles to have the same premium as Octagon/Tozzetto.

4.04 For non-mosaic shower flooring, the applicable tile rate as per Schedule B shall apply.

4.05 Accent borders (sometimes referred to as “listello”) on walls which are a different material and size from the predominant tile materials on said wall shall be paid at \$3.00 per linear foot. It is understood that the total square footage of the accent border will be deducted from the calculation of the square footage of the wall for compensation purposes.

4.06 Any material installed within the scope of this Agreement which is not covered by the Schedule B rates will be negotiated by the Company and the Piecemaker/Subcontractor, and reduced to writing, with a copy to be retained by both the Company and the Piecemaker/Subcontractor. The Piecemaker/Subcontractor may provide a copy to the Union.

4.07 In the case of a rectangular or plank tile of at least five inches (5”) in width, for the purpose of Schedule B the size of the tile shall be deemed to be the length multiplied by the width, divided by 144, plus any applicable premiums.

4.08

(a) All stacked townhouses will pay an additional one-time flat fee of \$150.00 per unit, unless tiles are delivered by others to the unit.

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(b) All 3 storey townhouses, 3 storey back-to-back houses, and 3 storey houses, where tiles are to be installed on the third floor, will pay an additional one-time flat fee of \$125.00 per unit, unless tiles are delivered by others to the second floor. \$75.00 per unit will be paid if tiles are delivered by others to the ground floor.

(c) All units described in (a) and (b) of this article where tiles are to be installed on additional stories/floors above the third-floor level shall pay an additional one-time flat fee of \$25.00 per floor when located within the same unit.

4.09 Travel

(a) Pieceworkers/Subcontractors contracted to low rise residential units greater than 60km from the Company point of dispatch/shop as determined by the Company shall pay the travel allowance listed below per house.

Zone 1	Company point of dispatch/shop to 60km	Free travel zone
Zone 2	>60km to 80km	\$50.00
Zone 3	>80km to 100km	\$100.00
Zone 4	>100km to 120km	\$150.00
Zone 5	>120km	TBN

(b) All kilometers are to be based on the shortest distance on Google Maps, excluding toll roads.

(c) All travel paid will not be subject to union dues or remittances.

4.12 For each residential low rise lot with no kitchen, a premium of \$200.00 will be paid for tile installation, and \$50.00 for scratch installation.

4.13 A premium of \$75.00 will be paid for Backsplashes in closed and/or owner-occupied homes.

4.14 A premium of \$1.00/sqft will be paid for work on ceilings under 9 feet; and \$2.00/sqft for work on ceilings above 9 feet, with scaffolds provided by the Company.

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Article 5 - A percentage of the piecework rates will be remitted to the Union for the provision of various remittances and deductions as provided for in this Schedule and in the Collective Agreement for the Pieceworkers/Subcontractors and their helpers and/or employees. This rate shall be increased as follows:

RATE AS OF	PERCENTAGE (%)
May 1 st , 2004	10%
July 1 st , 2004	12%
May 1 st , 2005	14%
May 1 st , 2006	15%
November 1 st , 2006	17%
May 1 st , 2009	18%
January 1 st , 2011	18 ¹ / ₄ %
May 1 st , 2011	18 ³ / ₄ %
May 1 st , 2012	19 ³ / ₄ %
June 28 th , 2013	19 ³ / ₄ %
May 1 st , 2014	19 ³ / ₄ %
May 1 st , 2015	19 ³ / ₄ %
May 16 th , 2016	20.25%
May 1 st , 2017	20.75%
May 1 st , 2018	20.75%

Subcontractor/Piecework Rates (Low Rise)

		2022	2023	2024
		01-May-22	01-May-23	01-May-24
1	Wire & Scratch	0.75	0.80	0.90
2	Poly	0.10	0.10	0.10
3	Wire Lath and Mortar up to ¾ with poly	1.70	1.75	1.80
4	Uncoupling Membrane (i.e. Ditra)	0.75	0.80	0.90
5	Plywood & Fiberboard (per sq. ft)	0.50	0.53	0.55
6	Shower Floor Drypack with proper slope to drain	4.10	4.30	4.50
7	Shower Floor Mosaic Tile 1"x2", 2"x2"	3.00	3.25	3.50
8	Shower Marble Jam Set (4 piece) per LF	2.00	2.25	2.50
9	Shower Marble Jam Set (Open shower) per LF	4.20	4.30	4.50
10	Shower Seats (Stone Slab)	55.00	55.00	60.00
11	Tile Shampoo Niche up to 24"x24"	55.00	55.00	60.00
12	Wall or Floor Tile up to 14"x14" non-rectified	2.60	2.75	2.90
13	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" non-rectified	TBN	TBN	TBN
14	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" non-rectified	3.00	3.25	3.50
15	Wall or Floor Tile above 14"x14" to 20"x20" include 12"x24" non-rectified	2.75	2.90	3.20
16	Wall or Floor Tile above 20"x20" to 23"x23" non-rectified	3.25	3.35	3.45
17	Wall or Floor Tile 23"x23" to 30"x30" non-rectified	3.75	3.85	3.95
18	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" rectified	TBN	TBN	TBN

19	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" rectified	3.50	3.60	4.00
20	Wall or Floor Tile up to 14"X14" rectified	3.35	3.45	3.55
21	Wall or Floor Tile over 14"X14" up to 20"X20" include 12"x24" rectified	3.80	3.95	4.20
22	Wall or Floor Tile over 20"X20" up to 23"X23" rectified	4.35	4.40	4.50
23	Wall or Floor Tile over 23"X23" up to 30"X30" rectified	5.15	5.20	5.30
24	Wall or Floor Tile over 30"X30" up to 36"X36" rectified	TBN	TBN	TBN
25	Wall or Floor Tile 24"x48" rectified	TBN	TBN	TBN
26	Wall or Floor Tile over 36"X36" up to 48"X48" rectified	TBN	TBN	TBN
27	Wall or Floor Tile 30" x 60" rectified	TBN	TBN	TBN
28	Marble/Granite/Limestone 8"x8" up to 18"x18"	5.70	5.80	5.90
29	Slate	3.90	4.00	4.10
30	Wall or Floor Glass Tile AND Mosaic and Glass and Marble	6.00	6.00	6.50
31	Wall or Floor Mosaic Tile 1"x1", 1"x2", 1"x3", 2"x2", 3"x3" - on Mesh	TBN	TBN	TBN
32	Step, Skirt, Deck, Wall/splash up to 24" Premium with corresponding tile - see Note 4	1.00	1.00	1.00
33	Kitchen backsplash (standard) per sq. ft.	6.25	6.50	6.75
34	Kitchen backsplash (Granite, Marble, Limestone, Glass Mosaic) per sq. ft.	10.25	10.50	10.75
35	Octagon/Tozzetto, Diagonal, Brickjoint, and Ornamental Shape premium when used through out floor area	0.60	0.60	0.65

36	Tiles installed on Ceiling - Premium up to 9 foot ceiling	1.00	1.00	1.00
37	Tile Installed on Ceiling - Premium above 9 foot ceiling	2.00	2.00	2.00
38	Herringbone, Chevron, Arabesque Shape premium when used through out floor area	1.00	1.00	1.00
39	Baseboard per LF for any tile	1.60	1.70	1.80
40	Baseboard cut with wet saw per LF for any tile	2.95	3.05	3.15
41	Gauged Porcelain Tile Panels	TBN	TBN	TBN
42	Fireplaces	TBN	TBN	TBN
43	Custom Homes/Custom Work	TBN	TBN	TBN
44	Subcontractor/Pieceworker Hourly Rate	47.00	49.00	51.00
45	Benefits Contributions	20.75%	20.75%	20.75%

NOTE 1: Where there is a dispute between the Subcontractor/Pieceworker and the contractor concerning the square footage listed on drawings and the on-site measurements, the actual on-site measurements of the material installed will be taken as accurate.

NOTE 2: Anytime a Pieceworker is required to install a tile above 14"x14" or more on a wall or ceiling or use Floor Mix instead of Wall glue to install a wall tile to a wall or ceiling, they shall be paid the applicable floor tile rate.

NOTE 3: Any reference to the term "Wall Tile" or "Floor Tile" shall include both Glazed and Non-Glazed tile, ceramic or porcelain.

NOTE 4: When tiles are installed on walls from the deck to the ceiling, the premium will not apply on the Wall/Splash or any portion of described wall(s).

Subcontractor/Piecework Rates (High Rise)

		2022	2023	2024
		01-May-22	01-May-23	01-May-24
1	Wire & Scratch	0.75	0.80	0.90
2	Poly	0.10	0.10	0.10
3	Wire Lath and Mortar up to $\frac{3}{4}$ with poly	1.60	1.65	1.70
4	Mortar above $\frac{3}{4}$ " up to 2.5" with skim coat, above 2.5" to be TBN	2.00	2.00	2.00
5	Uncoupling Membrane (i.e. Ditra)	0.70	0.80	0.90
6	Plywood & Fiberboard (per sq. ft)	0.50	0.53	0.55
7	Shower Floor Drypack with proper slope to drain	4.00	4.16	4.30
8	Shower Floor Mosaic Tile 1"x2", 2"x2"	2.80	3.00	3.10
9	Shower Marble Jam Set (4 piece) per LF	2.00	2.08	2.14
10	Shower Marble Jam Set (Open shower) per LF	4.20	4.30	4.50
11	Shower Seats (Stone Slab)	55.00	55.00	60.00
12	Tile Shampoo Niche up to 24"x24"	55.00	55.00	60.00
13	Wall or Floor Tile up to 14"x14" non-rectified	2.40	2.55	2.75
14	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" non-rectified	TBN	TBN	TBN
15	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" non-rectified	2.60	2.60	2.90
16	Wall or Floor Tile above 14"x14" to 20"x20" include 12"x24" non-rectified	2.65	2.75	2.90
17	Wall or Floor Tile above 20"x20" to 23"x23" non-rectified	3.15	3.20	3.40

18	Wall or Floor Tile 23"x23" to 30"x30" non-rectified	3.65	3.70	3.80
19	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" rectified	TBN	TBN	TBN
20	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" rectified	3.30	3.40	3.65
21	Wall or Floor Tile up to 14"X14" rectified	3.25	3.35	3.45
22	Wall or Floor Tile over 14"X14" up to 20"X20" include 12"x24" rectified	3.50	3.65	3.95
23	Wall or Floor Tile over 20"X20" up to 23"X23" rectified	3.75	3.85	4.00
24	Wall or Floor Tile over 23"X23" up to 30"X30" rectified	4.25	4.35	4.60
25	Wall or Floor Tile over 30"X30" up to 36"X36" rectified	TBN	TBN	TBN
26	Wall or Floor Tile 24"x48" rectified	TBN	TBN	TBN
27	Wall or Floor over 36"X36" up to 48"X48" rectified	TBN	TBN	TBN
28	Wall or Floor Tile 30" x 60" rectified	TBN	TBN	TBN
29	Marble/Granite/Limestone 8"x8" up to 18"x18"	5.45	5.55	5.65
30	Slate	3.85	3.95	4.05
31	Wall or Floor Glass Tile AND Mosaic and Glass and Marble	5.30	5.55	6.00
32	Wall or Floor Mosaic Tile 1"x1", 1"x2", 1"x3", 2"x2", 3"x3" - on Mesh	TBN	TBN	TBN
33	Step, Skirt, Deck, Wall/splash up to 24" premium with corresponding tile - see Note 4	1.00	1.00	1.00
34	Kitchen backsplash (standard) per sq. ft.	4.35	4.60	4.85
35	Kitchen backsplash (Granite, Marble, Limestone, Glass Mosaic) per sq. ft.	6.40	6.70	7.10

36	Octagon/Tozzetto, Diagonal, Brickjoint, and Ornamental Shape premium when used through out floor area	0.60	0.60	0.65
37	Tiles installed on Ceiling - Premium up to 9 foot ceiling	1.00	1.00	1.00
38	Tile Installed on Ceiling - Premium above 9 foot ceiling	2.00	2.00	2.00
39	Herringbone, Chevron, Arabesque Shape premium when used through out floor area	1.00	1.00	1.00
40	Baseboard per LF	1.60	1.65	1.70
41	Baseboard cut with wet saw per LF	2.85	2.90	3.00
42	Large Gauged Porcelain Slab	TBN	TBN	TBN
43	Fireplaces	TBN	TBN	TBN
44	Custom Homes/Custom Work	TBN	TBN	TBN
45	Subcontractor/Pieceworker Hourly Rate	46.50	48.50	50.50
46	Benefits Contributions	20.75%	20.75%	20.75%

NOTE 1: Where there is a dispute between the Subcontractor/Pieceworker and the contractor concerning the square footage listed on drawings and the on-site measurements, the actual on-site measurements of the material installed will be taken as accurate.

NOTE 2: Anytime a Pieceworker is required to install a tile above 14"x14" or more on a wall or ceiling or use Floor Mix instead of Wall glue to install a wall tile to a wall or ceiling, they shall be paid the applicable floor tile rate.

NOTE 3: Any reference to the term "Wall Tile" or "Floor Tile" shall include both Glazed and Non-Glazed tile, ceramic or porcelain.

NOTE 4: When tiles are installed on walls from the deck to the ceiling, the premium will not apply on the Wall/Splash or any portion of described wall(s).

SCHEDULE "C"

1. **"The Roads Agreement,"** being a Collective Agreement between the Metropolitan Toronto Builders' Association and A. Council of Trade Unions, acting as the representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.
2. **"The Sewer and Watermain Agreement,"** being a Collective Agreement between the Greater Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.
3. **"The Forming Agreement,"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
4. **"The Apartment Builders Agreement,"** being a Collective Agreement between Metropolitan Toronto Apartment Builders' Association Labourers' International Union of North America, Local 183.
5. **"The Carpentry and Framing Agreement,"** being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.
6. **"The Concrete and Drain Agreement,"** being a Collective Agreement between the Concrete and Drain Contractors' Association and Labourers' International Union of North America, Local 183.
7. **"The House Basements Agreement,"** being a Collective Agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.
8. **"The Utilities Agreement,"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union, Ontario Provincial District Council and its affiliated Local Unions.

9. **“The House Builders Agreements,”** being Collective Agreements between the Union and each of the Toronto Residential Construction Labour Bureau and the Durham Residential Construction Labour Bureau.
10. **“The Bricklayers’ Agreement,”** being a Collective Agreement between Bricklayers’ Masons Independent Union of Canada, Local 1 and the Masonry Contractors’ Association of Toronto Inc., or the Collective Agreement between Labourers’ International Union of North America, Local 183 and various independent masonry contractors.
11. **“The High Rise Trim Agreement,”** being a Collective Agreement between Labourers’ International Union of North America, Local 183 and the Residential Carpentry Contractors’ Association of Greater Toronto.
12. **“The Low Rise Trim Agreement,”** being a Collective Agreement between various independent low rise trim contractors and Labourers’ International Union of North America, Local 183.
13. **“The Residential Roofing Agreement,”** being a Collective Agreement between certain independent roofing companies and Labourers’ International Union of North America, Local 183.
14. **“The Heavy Engineering Agreement,”** being a Collective Agreement between the Heavy Construction Association of Toronto and Labourers’ International Union of North America, Local 183.
15. **“The Landscaping Agreement,”** being a Collective Agreement between certain landscaping contractors in the Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers’ International Union of North America, Local 183.
16. **“The Building Restoration and Associated Work Agreement,”** being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers’ International Union of North America, Local 183.

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17. **“The Residential Plumbing Agreement,”** being a Collective Agreement between certain residential plumbing companies and Labourers’ International Union of North America, Local 183.

18. **“The Fencing Agreement,”** being a Collective Agreement between various independent fencing contractors and Labourers’ International Union of North America, Local 183.

SCHEDULE "D"

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

PARTICIPATION AGREEMENT

Between:

Labourers' International Union of North America, Local 183
(the "Union")

-and-

Pieceworker / Subcontractor Entity

-and-

Crew Leader/Owner(s)

WHEREAS the Union is a party to an accredited Collective Agreement with the Residential Tile Contractors' Association binding upon certain Contractors carrying on business as marble, tile, terrazzo and cement mason contractors *in effect May 1, 2022 to April 30, 2025 and as may be renewed thereafter (the "Collective Agreement")*; and

WHEREAS said Collective Agreement provides that the marble, tile, terrazzo and cement masons contractors may only subcontract work covered by the Collective Agreement to Contractors and/or Pieceworkers/Subcontractors who are bound to and applying the Collective Agreement;

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WHEREAS the Piecemaker/Subcontractor intends to personally perform such work as a Piecemaker/Subcontractor under the terms of the Collective Agreement; and

WHEREAS the undersigned Piecemaker/Subcontractor and the Union wish to provide for the orderly settlement of any disputes that may arise concerning piecemakers or helpers;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Piecemaker/Subcontractor states that they are a member of the Union in good standing and that they recognize the Union as their exclusive bargaining agent, and further voluntarily recognize the Union as the bargaining agent for any helpers or employees that they have, or which they may have in the future, in the residential sector of the construction industry working in and out of OLRB Geographic Areas 8, 9, and 18.
2. The undersigned Piecemaker/Subcontractor acknowledges he/she is bound by said Collective Agreement and agrees to employ only persons who are members of the Union in good standing;
3. If a person works for the Piecemaker/Subcontractor without obtaining and presenting the required clearance slip as set out in Article 4.01, then the Piecemaker/Subcontractor shall be required to pay liquidated damages to the Union in a sum equal to the gross wages paid to such employees prior to his obtaining and presenting such clearance slip;
4. The Piecemaker/Subcontractor further agrees to pay wages in accordance with Article 6 and 12 at the rates set out in Schedule "A" of the Collective Agreement to any hourly rated employees or helpers he/she may employ ;
5. The Piecemaker/Subcontractor agrees in the event that he/she performs work directly for an entity not bound by and/or applying the terms of this or a similar Collective Agreement, the Piecemaker/Subcontractor must pay and remit to the Union in trust on behalf of themselves at the Tile Setter rate, and on behalf of all employees/helpers the amounts set out in Article 3, and 19 and specified in Schedule

A of the Collective Agreement with respect to each and every hour worked;

6. The Pieceworker/Subcontractor further agrees that any allegations that the Pieceworker/Subcontractor has failed to compensate members of his/her crew in accordance with the Collective Agreement or violated the Collective Agreement in any respect may be grieved and referred to arbitration as provided for in the Collective Agreement, and the Pieceworker/Subcontractor and the Union agree to be bound by the arbitrator's determination for all purposes, including enforcement as provided for in the *Labour Relations Act*;
7. The Pieceworker/Subcontractor further agrees that the Pieceworker/Subcontractor is bound by all terms and conditions of the Collective Agreement, but prior to carrying on business as a Prime or Main Contractor he/she will register this intention with the Union in writing. If the Pieceworker/Subcontractor fails to so register, in addition to any other damages or liabilities, the Union will have the right to and may require the Pieceworker/Subcontractor to post a bond or irrevocable letter of credit with the Union the amount of Ten Thousand Dollars (\$10,000.00), or such lesser amount as the Union may require;
8. The Pieceworker/Subcontractor shall, on five (5) days written notice from the Union, produce to the Union all payroll records, including time cards for hourly paid employees/helpers, and shall submit all records to an audit, at the request of the Union in order to enable the Union, to monitor and ensure the proper application of the Collective Agreement;
9. The Pieceworker/Subcontractor consents to the disclosure of and/or use by the Union of his/her Book Number and/or other Personal Information, and further agrees that, as a condition of employment he/she shall obtain consent from all employee(s) to use their Book Number and/or Personal Information, required to enable the purposes of this Participation Agreement, the Collective Agreement and the Administration of the Union; and

- 10. The Pieceworker/Subcontractor herein further agrees to regularly provide updated Business Registration information on file with the Union and/or upon the Union’s request.

Signed and dated at _____ this ____ day of _____, 20____.

For the Union:

Janusz Argasinski

Witness:

**For the Pieceworker/
Subcontractor:**

Signature

Signature

Print Name

Print Name

Signature

Print Name

PLEASE PRINT CLEARLY

New Agreement <input type="checkbox"/>	Company Code:
Renewal <input type="checkbox"/>	
Related/Successor Agreement <input type="checkbox"/>	

Company Name:		
Address:		
City:	Province:	Postal Code:
Tel:	Fax:	
Email:		

SCHEDULE "E"



Tile Sector Deficiency Notice

Date	
Prepared by Company / Main Contractor	
Subcontractor / Pieceworker	
Builder	
Location	Lot Number

Service Required

Explanation of Deficiency

Estimate of Repair/Correction of Deficiency

Materials	Cost	Labour	Cost
Total Estimate to Repair / Correct Deficiency (before tax)			

***SUBCONTRACTOR/PIECEWORKER TO SELECT OPTION #1, #2 OR #3 BELOW AND RETURN TO THE COMPANY

- Option 1. The above-noted Subcontractor/Pieceworker will correct the deficiency noted above within 7 working days or as per the scheduled date of _____
- Option 2. The above-noted Subcontractor/Pieceworker does not wish to do the repair but rather have the company do the repair and backcharge the Subcontractor/Pieceworker directly, as per the above estimate.
- Option 3. The above-noted Subcontractor/Pieceworker has been provided with an opportunity to inspect the deficiency and does not accept responsibility for the deficiency for the following reasons: _____

Deficiency Notice delivered by Company to Subcontractor / Pieceworker by

TEXT; EMAIL; REGISTERED MAIL (signature not required)

or:

HAND DELIVERED (signature required);

[Month/Day/Year]

Date

Signature of Subcontractor/Pieceworker (**signature only required if Hand-Delivered)

A copy of this notice was emailed by the Company to the Union at RTCADeficiencies@liuna183.ca on:

[Month/Day/Year]

Date

Signature of Company/Main Contractor

White - Company | Canary - Union | Pink Subcontractor / Pieceworker

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunalocal183.ca

2024.2022

SCHEDULE "F"



**Tile Sector
Home Occupied Deficiency Notice**

Date _____

Prepared by Company / Main Contractor _____

Subcontractor / Pieceworker _____

Builder _____

Location _____ Lot Number _____

Service Required

Explanation of Deficiency _____

Estimate of Repair/Correction of Deficiency

Materials	Cost	Labour	Cost
Total Estimate to Repair / Correct Deficiency (before tax)			

****SUBCONTRACTOR/PIECEWORKER TO SELECT OPTION #1, #2 OR #3 BELOW AND RETURN TO THE COMPANY**

- Option 1. The above-noted Subcontractor/Pieceworker will correct the deficiency noted above on the scheduled date of _____ [the Subcontractor/Pieceworker must receive three (3) clear working days' notice of the scheduled date].
- Option 2. The above-noted Subcontractor/Pieceworker does not wish to do the repair but rather have the company do the repair and backcharge the Subcontractor/Pieceworker directly, as per the above estimate.
- Option 3. The above-noted Subcontractor/Pieceworker has been provided with an opportunity to inspect the deficiency and does not accept responsibility for the deficiency for the following reasons: _____

Deficiency Notice delivered by Company to Subcontractor/ Pieceworker by

TEXT; EMAIL; REGISTERED MAIL (signature not required)

or:

HAND-DELIVERED (signature required);

(Month / Day / Year)

Date

Signature of Subcontractor/Pieceworker (**signature only required if Hand-Delivered)

A copy of this notice was emailed by the Company to the Union at RTCAdeficiencies@liuna183.ca on:

(Month / Day / Year)

Date

Signature of Company/Main Contractor

White - Company | Canary - Union | Pink Subcontractor / Pieceworker

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunalocal183.ca

JUNE 2022

SCHEDULE "G"



LIUNA! LOCAL 183

Feel the Power

Title Sector: Notice of Job Sites

As per Letter of Understanding No. 1 Section IV

General Information

Date: _____
 Title Contractor: _____
 Telephone: _____ Fax: _____

Job Site Details

Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____

RAA 2013

LETTER OF UNDERSTANDING NO. 1

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
(the "Union")

Expedited Arbitration

The following expedited arbitration mechanism shall be incorporated into the Collective Agreement:

I. Arbitrator

The Arbitrator shall be Diane Gee, Derek Rogers, Michael Horan or such other Arbitrator as is mutually agreed.

II. Expedited Arbitration Procedure

(i) The term "Grievance", wherever used in the Expedited Arbitration System, shall mean a grievance concerning the interpretation, application, administration or alleged violation of a provision of the Collective Agreements concerning payment for hours of work; rates of pay; overtime premiums; traveling expenses; reporting allowances; pension, welfare, industry fund and any other funds, dues or other form of compensation payable to or on behalf of an employee and/or Pieceworker/Subcontractor and/or the Union security and subcontracting clauses is included in the type of violations which are covered by this system. Further, it is agreed that a grievance concerning an unlawful strike or lock-out may proceed under this system. It is further agreed that grievances concerning back charges, including the use an operation of the deficiency notices, and holdbacks may proceed under this system.

(ii) Any party bound by this Expedited Arbitration System may initiate the Expedited Arbitration process by service of a Grievance, in writing, by facsimile transmission, registered mail or courier (including Canada Post Courier) on the affected Company or Union. Service shall be deemed to be achieved if the Grievance is received at the last known address of the Company or Union, whether listed in the original Collective Agreement or at an alternate address for which written notification has been forwarded to the Union.

(iii) The Union or the Company may refer any Grievance concerning a violation of the Collective Agreement to Expedited Arbitration. Notice of such referral to Expedited Arbitration shall be served by facsimile transmission, registered mail, regular mail or courier (including Canada Post Courier) upon the Union or the Company as the case may be.

(iv) Service shall be effective on receipt, if facsimile transmission, courier, registered mail or regular mail is used and all parties shall be deemed to have been properly notified.

(v) The Arbitrator shall commence the Expedited Arbitration Hearings no sooner than ten (10) days from the date of service of the Referral to Expedited Arbitration. Counsel, if retained by a party, must be able to accommodate the hearing schedule as set by the Arbitrator. Adjournments will not be granted because of the unavailability of counsel, for business demands or because a party asks for additional time to prepare.

(vi) Subject to the discretion of the Arbitrator the Expedited Arbitration Hearing shall be held at the Union offices, and may be scheduled by the Arbitrator to commence after normal business hours Monday to Friday.

(vii) In addition to all other amounts referred to in this Expedited Arbitration System and/or the respective Collective Agreements, the Arbitrator shall order the unsuccessful party to pay the entirety of the Arbitrator's cost in accordance with the fee schedule, unless he/she finds it is not appropriate to so order in which case the costs will be equally divided.

(viii) The Arbitrator shall have the power to make the Arbitrator's costs (fee and expenses) an Award or part of an Award, to be payable to the Union, in trust for the Arbitrator.

(ix) This arbitration process shall be in addition to and without prejudice to any other procedures and remedies that the parties may enjoy including applications to a court; or to the Ontario Labour Relations Board pursuant to section 96 of the *Labour Relations Act, 1995*, as amended; or the *Construction Lien Act*; or any other operative legislation; or provided under any collective agreement.

(x) Any Grievance may be processed through the grievance/arbitration procedure outlined in the Collective Agreement, or under this Expedited Arbitration System, or referred to arbitration pursuant to section 133, or any other applicable section of the *Labour Relations Act, 1995*, as amended provided, however, that any Grievance may not be processed under more than one of these arbitration mechanisms.

(xi) Where a Grievance has been properly referred under the procedure provided for in this Expedited Arbitration System, it is understood and agreed that all of the parties shall be deemed to have waived any right to refer the Grievance to arbitration under section 133 of the *Labour Relations Act, 1995*, as amended, or pursuant to the appropriate Articles of the Collective Agreement and any such referral shall be null and void.

(xii) In the alternative, should a Grievance which has been or could have been, referred to arbitration under this system be referred to arbitration under section 133 of the *Labour Relations Act, 1995*, as amended, or under the appropriate Articles of the Collective Agreement, and should the Ontario Labour Relations Board, or any other Arbitrator determine it has jurisdiction, then the parties agree that the terms of this Expedited Arbitration System form part of the Collective Agreement and will be applied as such and will be varied solely to reflect the different method of referral.

(xiii) It is understood and agreed that the Arbitrator's decision is final and binding with respect to those matters remitted to the Arbitrator. The Arbitrator shall have all the powers of an Arbitrator under the *Labour Relations Act, 1995*, as amended, including but not limited to the power to require records and/or document to be produced prior to and/or at the hearing and the power to issue summons to witness and thereby compel attendance. The decision of the Arbitrator, inclusive or orders for payment of any monies in respect of damages, costs, Arbitrator's fees and/or penalties, is deemed to be a decision of an Arbitrator pursuant to the *Labour Relations Act, 1995*, as amended, and enforceable as such.

(xiv) The Arbitrator shall not have the jurisdiction to apply any principles of estoppel or waiver to reduce any amounts payable by the Company in respect of a violation of the Collective Agreement except in circumstances where the Union or its representatives (Business Representatives) knew or ought to have known of the alleged violations, it being understood that the onus shall be on the Union to prove such lack of knowledge.

III. At the Expedited Arbitration the Arbitrator shall not have any power to alter or change any of the provisions of this Expedited Arbitration system or substitute any new provisions for any existing provisions nor give any decision inconsistent with the provisions of this Expedited Arbitration System and the Collective Agreement.

IV. Notification of Job Sites

For all residential work performed under the Collective Agreement, the Union will be provided with the following:

(i) In the case of Pieceworkers/Subcontractors, invoices will list the Builder and site on which work was performed; and

(ii) In the case of hourly employees, a list by the fifteenth (15th) of the month following the month in which the work was done listing the Builders and the sites at which the work was performed will be provided to the Union.

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This Letter forms part of the Collective Agreement and is enforceable as such.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

LETTER OF UNDERSTANDING NO. 2

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

(the "Union")

The measures set out below are currently in effect:

- 1.** Representatives of the Association and the Union agree that they shall meet after the execution of this Collective Agreement and at least annually thereafter (or more often if mutually agreed) to discuss matters of mutual concern including,
 - (a)** Holdbacks and the viability of creating an RTCA administered holdback fund.
 - (b)** The apprenticeship program and classifications.
 - (c)** Training.
 - (d)** Industry developments or other matters of mutual concern.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

LETTER OF UNDERSTANDING NO. 3

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
(the "Union")

RE: Slab Work

The parties have reached the following agreement with respect to work jurisdiction:

1. Any slab product, whether natural stone or manufactured, shall be covered by the work jurisdiction of this Collective Agreement.
2. It is agreed and understood that slab products used for counter tops and desk tops (including associated cut slabs such as the sides of concierge desk tops and custom cut slab backsplashes) do not fall within the work jurisdiction of this Collective Agreement.
3. It is agreed that where slab installation work is performed under this Collective Agreement by an hourly employee, the employee responsible for the setting and/or mechanical attachment of the slab shall be paid at the Marble Mason Specialty Worker rate. Other employees assisting the installer shall be paid at the appropriate rate of pay with respect to the nature of the assistance they are providing.
4. It is agreed that, where employees or Pieceworkers / Subcontractors are performing work on counter tops or desk tops (even if they are only assisting the installer) such hourly employees or Pieceworkers/Subcontractors shall be paid in accordance with this Collective Agreement with the appropriate Union remittances, notwithstanding the fact that they are performing the work outside of the jurisdiction of this Collective Agreement. It is also agreed that this special

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requirement does not apply to a Piecemaker/Subcontractor who only performs work under this Collective Agreement as a Piecemaker/Subcontractor with respect to the installation of slab products and that, where such a sub-contractor is performing excluded work on desk tops and counter tops, it may be performed on a non-Union basis.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

LETTER OF UNDERSTANDING NO. 4

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

(the "Union")

RE: Late Remittances

The parties agree that the following provisions will apply to late Union remittances under Article 19 and late remittance by the Union to the Association of Industry Fund Collections under Letter of Understanding No. 6.

1. The late remittance penalty shall be triggered where a party fails to make any remittance within the time frame specified in the Collective Agreement in either of the two following situations:
 - (a) The remittance is made more than two weeks after the date on which it is due; or
 - (b) A party has failed, over the duration of the Collective Agreement, to make remittances on or before the due date (but within two weeks of the due date) on more than two occasions.

2. Where the late remittance is triggered as set out in Article 1, the following shall apply thereafter for the duration of the Collective Agreement in question:
 - (a) In the event that the remittances are received after the due date, the party failing to make the remittance shall pay liquidated damages to the other party at the rate of two (2%) percent per month or a fraction

thereof (being the equivalent of twenty-four (24%) percent per annum calculated monthly and not in advance) on the gross amount overdue.

- (b) Such late payments received will be applied first to arrears of remittances already owing.
- (c) The delinquent party shall compensate the other party in full for all costs associated with the collection of such overdue payments, including any reasonable legal or reasonable accountant fees incurred and the cost of any arbitration hearing.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

LETTER OF UNDERSTANDING NO. 5

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(“the Association”)

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
(“the Union”)

Re: Interest Arbitration

The Parties agree that if they have not been able to reach a renewal collective agreement by June 15th, 2025 then following process shall occur:

1. The terms of the new Collective Agreement shall be settled by a single arbitrator who is to mutually agreed upon by the parties or, failing agreement, to be appointed by the Ministry of Labour.
2. The terms of the new Collective Agreement shall consist of the terms of the expired Collective Agreement as modified by any items agreed to by the Parties, with the arbitrator's jurisdiction to impose additional items being limited to wages and benefits.
3. It is further agreed that in settling any new terms and conditions with respect to wages and benefits the arbitrator shall be bound to consider the following factors:
 - (a) Prevailing wage rates and economic conditions;
 - (b) The degree to which the Tile and Terrazzo industry has been unionized by the Union, with a higher level

of unionization supporting higher wages and benefits and a lower degree of unionization supporting lesser wages and benefits;

(c) The existence of any subcontracting clause between the Toronto Residential Construction Labour Bureau and the Union with existence of such a clause supporting a higher level of wages and benefits and the failure to obtain such a clause indicating a lower set of wages and benefits;

(d) The contractor's ability to pay; and

(e) What constitutes a fair and reasonable set of wages and benefits for the employees.

4. Either party may refer the matter to final and binding arbitration on or after 12:01 a.m. June 15th, 2025 by advising the other Party in writing sent by facsimile transmission, or by hand delivery. The parties agree that there shall be no commencement or continuation of any strike or lockout once the Settlement of the Collective Agreement has been referred to arbitration as provided for herein.

5. Nothing herein shall prevent the Parties from mutually agreeing to proceed to arbitration prior to June 15th, 2025, or agreeing to any other terms or arrangements in respect of any such arbitration.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

Between:

**RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
("the Association")**

-and-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
("the Union")**

RE: New Materials

With respect to any materials or product not listed in the Schedule "B" rate sheet, including any new products or materials, the following process shall apply:

1. Within thirty (30) days of the ratification of the Agreement the parties shall establish a Committee of three (3) representatives of the Union and three (3) representatives of the RTCA ("the Committee").
2. Upon a written request from either party, the Committee shall meet within four (4) weeks to discuss any identified product or material to determine whether the work should be performed on an hourly basis or by piecework, and if by piecework the applicable rate. If the parties cannot reach an agreement within thirty (30) days they shall hold a test study at the Local 183 Training Centre where they will examine three (3) representative crews agreeable to both parties installing product to evaluate the time spent and difficulty of the work, and to establish a rate.

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3. If the parties have not reached an agreement within ninety (90) days of the notice set out in paragraph 2, either party may refer any issues in dispute to arbitration, and the Arbitrator shall determine the applicable piecework rate.
4. The rate agreed to by the parties or determined by the arbitrator shall be effective on May 1st following the notice under paragraph 2 or four (4) months whichever is greater.
5. The Union and/or the Training Centre shall cover all costs associated with the test studies.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

LETTER OF UNDERSTANDING NO. 7**Between:**

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(“the Association”)

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183
(“the Union”)

RE: Water

- 1.** The RTCA will confer with RESCON with a view to arranging with builders for adequate supplies of water to low-rise units for work covered by this Agreement.
- 2.** Local 183 will be advised of the progress of such discussions.
- 3.** If no reasonable solution is reached by October 30, 2022, the RTCA and Local 183 will initiate three-way discussions with RESCON to strive for a solution.
- 4.** In the meantime, where there is an issue of water supply on a project, a Company representative will liaise with the builders' site superintendent to try to rectify any such problem.
- 5.** Companies bound to this Agreement shall endeavour to include in their contracts provision for adequate supplies of water.

Signed and dated at Toronto this 25th day of October, 2022.

ON BEHALF OF:
THE RESIDENTIAL TILE
CONTRACTORS ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183

Adriano Tari

Jack Oliveira

J.D. Pacione

Luis Camara

Jim DeAngelis

Janusz Argasinski

Nick Terlizzi

Anthony Marano

Ross Savatti

ACKNOWLEDGEMENT

LIUNA Local 183 wishes to dedicate this page to the bargaining unit members of the Committee who participated in the negotiation of the terms and conditions of the 2022 – 2025 Collective Agreement.

LIUNA Local 183 appreciates the hard work and valuable contributions of the following bargaining unit members.

Mohanram (Omish) Seerattan
Nuno Silva

This is **Exhibit "F"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

OLRB Case Nos: 0314-23-IO, 0313-23-U, 0671-23-U

Minutes of Settlement

Between: Quality Sterling Group (“QSG”)

And: Labourers’ International Union of North America, Local 183
 (“Local 183”)

And Carpenters and Allied Workers, Local 27 (“Local 27”)

The parties agree to resolve these matters as follows:

1. Notwithstanding Local 183’s abandonment of low-rise tile bargaining rights with QSG effective May 3, 2023, Local 183 agrees that QSG can complete tile work on existing projects covered by the RTCA up until midnight April 30, 2024. QSG agrees that it will comply with its obligations under the RTCA collective agreement in that regard.
2. Local 183 agrees that QSG can complete all service and warranty work arising from any project without issue, or complaint from Local 183, save and except for grievances arising from alleged breaches of the terms and conditions of the RTCA collective

agreement. QSG agrees that it will apply whatever terms and conditions of the RTCA collective agreement which may be applicable to such work.

3. Local 183 confirms that QSG may complete its high-rise tile work for the projects located at the following locations;
 - a. Universal City Project , Chesnut Hill Developers, Pickering, Ontario and,
 - b. Tucker Highrise at 8 Cumberland Avenue , Toronto Ontario


Local 183 specifically acknowledges that it shall not file grievances against either builder with respect to work performed by QSG

4. Nothing in these minutes shall restrict QSG from performing high rise work that falls within the exemptions and/or grandfather clauses as outlined in the settlement between Local 183 and MTABA, TRCLB and DRCLB.
5. QSG and the Carpenters hereby withdraw their respective applications noted above.

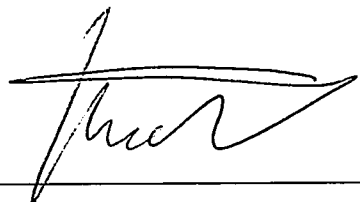
6. All parties agree that this is a settlement within the meaning of section 96(7) of the Act and that Vice-Chair Kugler remains seized any issues arising from the settlement.

7. The Parties acknowledge that Local 183 has abandoned its low-rise tile bargaining rights with QSG effective May 3, 2023. The parties also acknowledge that Local 183 does not have bargaining rights with respect to high-rise tile with QSG.


Dated at Toronto this 31st day of July 2023.



QSG



Local 27



Local 183

This is **Exhibit "G"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

COLLECTIVE AGREEMENT

RESIDENTIAL CARPET, HARDWOOD, LAMINATE AND FLOOR COVERINGS

THIS AGREEMENT effective May 1, 2019 to April 30, 2022.

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the "Union")

-and-

QUALITY STERLING GROUP,

WESTON HARDWOOD DESIGN CENTRE INC. and

ONTARIO FLOORING LTD.

("the "Employer" ")

WHEREAS the Employer (hereinafter referred to as "the Company" or "the Employer") and the Union wish to make a collective agreement with respect to certain employees, dependent or independent contractors, pieceworkers or subcontractors and their respective helpers/learners of the Company engaged in work more particularly described in Article 2 of this Agreement, and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - PURPOSE

1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its employees, pieceworkers/subcontractors and their respective helpers/learners, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions for all employees, pieceworkers/subcontractors and their respective helpers/learners who are subject to its provisions.

1.02 The parties agree that where any reference to the masculine gender appears in this Agreement, or any Schedules, Appendices and/or Letters of Understanding forming part of this Agreement, such reference shall be construed as including the feminine gender.

ARTICLE 2 - RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction employees, including pieceworkers and their helpers/learners paid on a production basis as provided for herein, engaged in the installation or removal of carpet, service and repair of hardwood, laminate and other floor coverings, and all work incidental to or necessary for the performance of such work, working in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18, 26, 27 and 29, save and except persons performing work covered by a subsisting collective agreement, and except non-working foremen, those persons above the rank of non-working foreman, office, clerical staff. It is agreed that this Collective Agreement does not apply to work in the industrial, commercial or institutional sector of the construction industry.

2.02 The parties agree that the bargaining unit set out in Article 2.01 does not include employees or pieceworkers/subcontractors who are engaged to install hardwood/laminate for private client retail work (not for a builder/developer in new construction projects).

2.03 Should the Company perform any work falling within the scope of the Collective Agreements set out in Schedule "A" of this Agreement, then the terms and conditions of such appropriate Agreements shall apply, as if the Company were signatory to that Collective Agreement.

2.04 Where the Company requires an employee to perform work covered by this agreement on a job site outside the Board Areas covered by this collective Agreement the terms and provisions of this Agreement shall apply.

2.05 The Company shall not make any private arrangement with any employee, pieceworker/subcontractor or helper/learner that may conflict with the terms and provisions of this Agreement.

ARTICLE 3 - UNION SECURITY AND CHECK-OFF OF UNION DUES

3.01 All employees, pieceworkers/subcontractors and their respective helpers/learners shall, when working in a position within the bargaining unit described herein, be required, as a condition of employment to be a member of the Union and shall remain in good standing and to obtain a clearance certificate from the Union.

3.02 When the Company hires a new hourly employee they will advise the Union in writing of their name, Social Insurance Number and contact information prior to them commencing work. It is agreed that all such employees must apply to join the Union by no later than the second Saturday following the date of hire and obtain a clearance certificate from the Union.

3.03 When the Employer wishes to engage a new piecework employee they must be signatory to a Pieceworker Participation Agreement with the Union, and all members of the crew must be members of the Union in good standing. Prior to being assigned work, pieceworkers/subcontractors and their respective helpers must obtain a clearance slip issued by the Union certifying that Pieceworker is signatory to the Pieceworker Participation Agreement and that all members of the crew are members of the Union in good standing. The Employer shall, on written request from the Union to the appropriate management authority, remove from the jobsite any Employee, Pieceworker/Subcontractor and their helpers who are not in possession of a valid clearance slip and shall not assign any further work to them without the consent of the Union.

3.04 No person who is a member of management shall do any work which would normally be performed by employees, pieceworkers/subcontractors and their respective helpers/learners covered herein unless they are a Union member and in possession of a clearance slip as provided for in this Article. Notwithstanding the foregoing, the parties agree that Company Management may assist with the cutting of carpet at the warehouse prior to delivery of carpet to employees, pieceworkers/subcontractors or their respective helpers/learners.

3.05 As set out below, each employee/pieceworker/subcontractor and their respective helpers/learners shall, when working in a position within the bargaining unit described in Article 2 above, be required as a condition of performing such work to have the required working dues checked off, and regular monthly union dues as applicable, deducted and remitted to the Union, and the Union agrees to duly inform the Company of the amounts of such union dues and working dues and any changes in the amounts.

- (a) With respect to hourly employees, the Company agrees to deduct working dues and regular monthly dues, and to make such deductions from the first pay issued to the hourly employee in each calendar month and remit them to the Secretary-Treasurer of the Union. The Company shall, when remitting such dues name the hourly employees and their Union Membership Numbers (or Social Insurance Number) from whose pay such deductions have been made.
- (b) With respect to production pieceworkers/subcontractors and their respective helpers/learners, it is understood and agreed that the working dues shall be taken out of the remittances set out and required by Article 2 of Schedule "C" (Carpet) or Article 3 of Schedule "E" (Hardwood/Laminate).
- (c) It is understood that pieceworkers/subcontractors and their respective helpers/learners are required to pay monthly union dues directly to the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Union agrees that it is the exclusive function of the Company to:

- (a) Conduct and determine the nature of its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the number of employees and pieceworkers, to determine the times and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (b) Hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, pieceworkers/subcontractors, and their respective helpers/learners, provided that a claim by an employee, pieceworker/subcontractor or helper/learners that has been disciplined or discharged without just cause shall be subject to the provisions of the grievance procedure;
- (c) Make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by employees, pieceworkers/subcontractors and their respective helpers/learners.

It is agreed that these functions shall not be exercised unreasonably or in a manner inconsistent with the express provisions of this Agreement.

4.02 The Company and the Union agree that they will not exercise any rights under this Collective Agreement in a manner which is arbitrary, discriminatory or in bad faith, or contrary to the *Ontario Human Rights Code*.

4.03 Employees and pieceworkers/subcontractors shall only take direction or instruction in reference to the work from a managerial employee.

4.04 Where there is a temporary shortage of work, the Employer shall use its best efforts to share work amongst its employees prior to making any lay-offs. With respect to pieceworkers/subcontractors, the Employer shall use its best efforts to assign work to its regular crews on a rotating basis.

ARTICLE 5 - HOURS OF WORK (HOURLY PAID EMPLOYEES)

5.01 The wages for hourly paid employees shall be those as set out in Schedule "B" (carpet) and/or "D" (hardwood/laminate) which form part of this Agreement.

5.02 Wages for hourly employees shall be paid on the job by cheque or direct deposit before the regular quitting time on or before Thursday midnight of each week for the payroll period ending the previous calendar week. It is agreed that Companies which have a practice of paying bi-weekly or twice-monthly may continue to do so.

5.03 Together with these wages, each employee shall receive a statement which shall indicate:

- (a) Name of the Employer and the employee;
- (b) The pay period;
- (c) The total hours worked at straight time;
- (d) The total hours worked at overtime;
- (e) The hourly rate and applicable premiums;
- (f) The amount of vacation and/or Statutory Holiday pay;
- (g) Details of all statutory deductions;
- (h) The amount of travelling and board allowance; and
- (i) The address of the Employer on the cheque stub.

5.04 If an employee is laid off, the employee shall be paid in full all outstanding wages and be provided with his separation documents, including his EI Record of Employment at the time he is notified of the layoff. If the EI Record of Employment is filed electronically, the Employer shall confirm that it has been filed and where possible provide the employee with a copy. If the employee cannot be paid and be given his documents at that time, he shall receive his pay and documents within forty-eight (48) hours. The forty-eight (48) hour period is exclusive of Saturdays, Sundays and Statutory Holidays.

5.05 The parties acknowledge that there is no guarantee of hours of work per day, per week, or of days of work per week. However, the normal working hours shall be up to forty-four (44) hours per week, Monday through Saturday inclusive. It is understood that if there is a holiday, the work week shall be reduced by 8 hours for each holiday.

5.06 The Company shall not direct or permit its employees or pieceworker/subcontractors to perform work on Sundays.

5.07 When an employee is discharged or quits, he shall be paid his wages and documents on the next regular pay day.

ARTICLE 6 - PRODUCTION PIECEWORK/SUBCONTRACTOR RATES

6.01 The rates for pieceworkers/subcontractors shall be those as set out in Schedule "C" (carpet) or "E" (hardwood/laminate) which form part of this Agreement.

6.02 It is understood that a pieceworker/subcontractor may engage helpers. The pieceworker/subcontractor must pay the helper in accordance with Schedule "B", "D" or

Article 4 of Schedule "E" as applicable. Benefits and contributions submitted for pieceworkers shall be for all members of the crew, including any helpers.

ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE

7.01 The Parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

7.02 Any employee, pieceworker/subcontractor or their respective helpers/learners who has a grievance must first discuss the matter with their foreman or other Company representative, and may be accompanied by their Steward or Union Representative.

7.03 Grievances arising under this Agreement shall be adjusted and settled as follows:

- (a) Grievances dealing with breaches of the union security provisions of this Agreement or an alleged failure to pay or remit with respect to any health and welfare, pension, dues or other contributions owing under this Collective Agreement may be brought forward by the Union within ninety (90) days after the circumstances became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first day of the alleged violation.
- (b) All other grievances shall be brought forward within thirty (30) calendar days after the circumstances giving rise to the grievance became known to the Employer, Union or the affected employee, as the case may be, but not thereafter.
- (c) All grievances shall be presented to the Company (or, in the case of a grievance by the Company, to the Union) in writing. An aggrieved pieceworker/subcontractor or helper/apprentice must sign the grievance on a form supplied by the Union. The form shall set down the nature of the grievance, the article or articles of this Agreement alleged to have been violated and the nature of the remedy sought and shall not be subject to change except by mutual agreement in writing. The Parties shall meet within five (5) working days to try and settle the grievance. If a satisfactory settlement is not reached within five (5) days of this meeting, and the grievance is one which concerns the interpretation, or alleged violation of the Agreement, the grievance may be submitted to arbitration as provided in Article 7.04 below.

7.04 Time limits in the grievance procedure are mandatory. Any grievance not submitted or processed within the time limits provided for herein shall be deemed to have been settled, abandoned, or withdrawn. Any discussions or meetings will be scheduled at mutually agreeable times. Where a difference arises between any of the parties hereto relating to the interpretation, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, either party may, after exhausting the grievance

procedure described above, notify the other party of its desire to proceed to arbitration. A party proceeding to final and binding arbitration shall provide written notice to the other of its intent to do so. Within ten (10) days of the delivery of such notice, the parties shall agree to proceed to arbitration on a mutually agreeable date with an arbitration board consisting of one of the arbitrators listed below.

7.05 Unless a grievance is referred to arbitration pursuant to section 133 of the *Labour Relations Act, 1995* (or any successor section), the Parties agree to refer grievances to be heard before a single arbitrator on a mutually agreeable date. The parties agree that the following individuals are mutually acceptable arbitrators:

Eli Gedalof

Jim Hayes

Laura Trachuk

or such other person as may be agreed to by the Parties.

7.06 The Parties agree that no arbitrator shall have any power to add to or subtract from or modify any of the terms of this Agreement nor shall the arbitrator give any decision inconsistent with the terms of the provisions of this Agreement. It is further agreed that the arbitrator shall not have the jurisdiction to apply any principle of estoppel or waiver to reduce any amounts that should have been paid by the Company to any employee, pieceworker/subcontractor or their respective helpers/learners, or to the Union in respect of any dues, benefits and contributions owing with respect to work performed by such employees, pieceworkers/subcontractors or their respective helpers/learners.

7.07 The Parties agree that all time limits in Article 7 may be extended by mutual agreement.

7.08 The Parties agree that the provisions of Article 7 apply equally to any piecework entity which has signed the Pieceworker Participation Agreement attached to this Agreement and, where applicable, any reference to the Company shall be a reference to the piecework entity.

ARTICLE 8 - UNION AND MANAGEMENT GRIEVANCES

8.01 It is understood that the Employer may file a grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it will be treated as a grievance and referred to arbitration in the same way as a grievance of any employee.

8.02 A Union Policy Grievance which is defined as an alleged violation of this Collective Agreement involving a number of employees in the bargaining unit, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be

brought forward and it will be treated as any grievance and referred to arbitration in the same way as a grievance of any employee.

ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE

9.01 All direct hourly employees, including servicemen/handyman shall be paid their applicable hourly rate for all hours of work, including travel from the Employer's shop to jobsites, between jobsites, and returning from job sites to the shop. Employees who start or end their work day at a jobsite and not the Employer's shop shall only be paid travel time between jobsites and not to or from the first and final jobsite of the day.

9.02 Hourly paid Servicemen/Handymen who are directed or permitted to take a company truck home shall be paid from the time they leave the house in the morning until they return home in the evening.

9.03 In addition to any wages or piecework amounts owing under this Collective Agreement, when the Company requires that an employee, pieceworker/subcontractor or their respective helpers/learners travel to a location where it is not practical for them to return home in the evening, the Company agrees that prior to assigning or commencing such work, it shall negotiate a mutually agreeable rate for employees, pieceworkers/subcontractors and their respective helpers/learners for the payment of suitable lodgings. Additionally, and at the same time, the Company, and the employee or pieceworker, shall agree to an appropriate *per diem* meal allowance for all employees, pieceworkers/subcontractors and their helpers/learners who are sent out of town. Any employee or pieceworker/subcontractor, helper/learner who is sent out of town in accordance with this provision shall be required to furnish receipts satisfactory to the Company with respect to their lodgings prior to the payment of the said expenses. Where a pieceworker/subcontractor has engaged the assistance of a helper/learner on such a project, the pieceworker/subcontractor shall furnish the receipts of the helper/learner to the Company at the same time as the pieceworker's/subcontractor's receipts.

ARTICLE 10 - BUSINESS REPRESENTATIVES

10.01 Business Representatives of the Union shall have access to all job sites and working areas in which the Company is working during working hours, provided that it is within the power of the Company to provide such access. Prior to entering a job, the Representative shall, where possible and if required, first obtain permission from the site superintendent, foreman or other supervisory personnel of the Company.

10.02 In circumstances where the Company does not have authority to allow access to a job site, the Company agrees to cooperate with the Union to request that the builder, owner, or other party allow the Union's Business Representative access to the site at the time and date requested by the Union.

10.03 It is agreed that Business Representatives of the Union will not enter the Company's warehouse area for the purpose of speaking with any employee, pieceworker/subcontractor, helper/learner covered by this Collective Agreement without the prior permission of the Company. The Company agrees that it will not unreasonably withhold such permission.

ARTICLE 11 - STEWARDS

11.01 The Company will recognize a union steward appointed by the Union, provided that such stewards shall be appointed by the Union from among employees or pieceworkers/subcontractors, as appropriate, who have a regular employment/subcontracting relationship with the Company. If the Company has employees or piecework/subcontractors under both Schedules B/D and C/E, then the Union may appoint a Steward for the carpet division and one for the hardwood division.

11.02 The appointment of any steward shall be made by Union in writing to the Company, and the Company shall forthwith recognize such Steward. Such appointment shall not be effective until such time as the notice in writing has been delivered to the Company.

11.03 It is agreed that the piecework crew on which the Steward is the pieceworker or helper shall be one of the last two (2) employed provided his crew possess the skills, experience and competence to perform the remaining work. Additionally there shall be no discrimination against the Steward, or his crew, in the assignment of work (including the size and frequency of projects assigned), or in the offering of overtime.

11.04 The Union and the Steward recognize that the Steward's primary function is to perform the work which has been assigned to him in a proper and workmanlike manner

11.05 No discrimination shall be shown against any Steward who is carrying out his duties.

ARTICLE 12 - HOLIDAYS AND VACATIONS

12.01 The following days shall be recognized as Statutory Holidays for the purposes of this Collective Agreement:

New Year's Day	Canada Day
Thanksgiving Day	Good Friday
Civic Holiday	Victoria Day
Labour Day	Christmas Day
Boxing Day	Family Day

and such other holidays as are proclaimed legal holidays by the Provincial or Federal governments.

12.02 When one of the enumerated holidays outlined above falls on a Saturday or Sunday, the holiday or holidays shall be observed on the day or days following the weekend or as otherwise agreed as between the Union and the Company.

12.03 Employees and pieceworkers are entitled to take vacation at a mutually convenient time (as between the employee/pieceworker and the Company) each calendar year without prejudice to their employment. Such vacation shall be scheduled with and subject to the approval of the Company or Piecework Crew leader, as applicable, such approval not to be unreasonably withheld.

12.04 As set out below, all persons working under this Collective Agreement shall be paid Vacation Pay and Statutory Holiday Pay in the amount of ten (10%) per cent. That part of the amount allocated to Vacation Pay shall be the minimum required by the *Employment Standards Act, 2000*, as amended from time to time, and the balance shall be in lieu of payment for recognized Statutory Holidays.

(a) With respect to direct hourly employees paid in accordance with Schedule "B" or "D", the Company agrees to pay, deduct and remit the employee's Vacation Pay and Statutory Holiday Pay along with and in the same manner as the other contributions required by this Agreement. Payment shall be made to a Trust Fund as may be designated by the Union to be held in trust for the employee. Vacation pay shall be paid weekly together with the employee's wages.

(b) Subject to Schedule E, Article 4, with respect to the helpers/learners of production pieceworkers/subcontractors, the pieceworker shall pay to their helper the Vacation Pay and Statutory Holiday Pay provided for in Article 12.04, at the same time as their wages.

(c) The Parties agree that the piecework/subcontractor rates set out in Schedule "C" or "E" are inclusive of all vacation pay and holiday pay owing to piecework crew leader/subcontractor, and that this Article does not require that the Company make any additional payment to the piecework crew leader/subcontractor.

ARTICLE 13 - NO STRIKE - NO LOCK OUT

13.01 During the term of this Agreement, the Company and the Union agree that there will be no lock out, strike, slow down or picketing as defined by the Ontario *Labour Relations Act*.

ARTICLE 14 - SAFE WORKING CONDITIONS

14.01 Every employee, pieceworker/subcontractor and their respective helpers/learners shall, as a condition of employment, be required to own and wear a safety helmet of a type approved by the Construction Safety Association, and in addition shall own and wear suitable protective foot wear and other personal protective equipment required in the normal course of his duties.

14.02 The Company and the Union shall comply with their obligations under the *Occupational Health and Safety Act* and its regulations. The Company agrees that it will not be a violation of this Agreement if an employee, pieceworker/subcontractor and their respective helpers/learners covered by this Agreement refuse to work due to unsafe conditions. The Company shall hold safety meetings on a regular basis to discuss on-site issues.

14.03 The pieceworker/subcontractor shall comply with the *Occupational Health and Safety Act* and its regulations. The pieceworker/subcontractor agrees that it will not be a violation of this Agreement if its employees, helpers/learners covered by this Agreement refuse to work due to unsafe conditions. The pieceworker/subcontractor agrees that it shall hold safety meetings on a regular basis to discuss on-site issues.

14.04 The Company shall, at its own expense, furnish to any person performing work under the Agreement, who is in need of it, immediate conveyance and transportation to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

14.05 An employee, including a helper/learner, who is injured during working hours and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift in accordance with the *Workplace Safety and Insurance Act*.

ARTICLE 15 - WORKERS' COMPENSATION

15.01 The Company shall obtain and maintain workplace safety and insurance coverage for all hourly employees performing work falling within the scope of this Collective Agreement and shall pay all premiums or other costs associated with the provision of such coverage. Provisions for pieceworkers/subcontractors are set out in Schedules "C" and "E".

15.02 The Company shall not deduct from any payments required by this Collective Agreement any amount required under the *Workplace Safety and Insurance Act, 1997* or require an employee, pieceworker/subcontractor and or their respective helpers/learners to contribute to any liability that the Company has incurred or may incur under the *Workplace Safety and Insurance Act, 1997*.

ARTICLE 16 - PRODUCTIVITY

16.01 All employees, pieceworkers/subcontractors and their respective helpers/learners shall pick up all necessary materials from the warehouse of the Company at hours designated by the Company, and shall return all extra materials from the site to the warehouse.

16.02 The Company, when assigning work, will give a copy of the Company work order and/or the colour chart to the employee or pieceworker/subcontractor for their records. Where there is a discrepancy between the square footage listed on the drawings or work order and the actual on-site measurements, the actual on-site measurements of the material installed will be taken as accurate.

16.03 It is agreed that employees paid in accordance with Schedule "B", or "D" including helpers/learners shall not, as a condition of employment, be required to supply any tools or equipment other than such personal protective equipment as may be required under the *Occupational Health and Safety Act*.

16.04 Persons performing work under this Collective Agreement who are required to pay for parking, will be reimbursed for reasonably incurred parking expenses on production of receipts satisfactory to the Company for the applicable parking expenses on a weekly basis for hourly employees and/or on each invoice for pieceworker/subcontractors. It is agreed that this article shall only apply where parking is not provided by the Company or where free parking is not otherwise available on site or in close proximity to the jobsite.

ARTICLE 17 - SUBCONTRACTING OF WORK

17.01 The Company agrees not to contract or subcontract any work covered by this Collective Agreement to pieceworkers/subcontractors other than those who are bound to and applying this Collective Agreement and/or the appropriate collective agreement listed in Schedule "A" which is applicable to the work in question. The Company may engage pieceworkers/subcontractors provided that the pieceworker/subcontractor is signatory to a Pieceworker Participation Agreement with the Union.

17.02 The Company agrees that it will not knowingly subcontract work covered by this Collective Agreement to a contractor, subcontractor and/or pieceworker who in turn subcontracts the same work, or a portion of that work, to another contractor, subcontractor and/or pieceworker. Upon being notified by the Union that contractor, subcontractor and/or pieceworker is subcontracting or has subcontracted work to another contractor or subcontractor and/or pieceworker, the Company shall not permit the contractor, subcontractor and/or pieceworker to start any new work until such time as the Union advises the Company in writing that the matter has been resolved.

17.03 The Company agrees that all persons performing work on a production piecework basis, shall be required to invoice for work performed, only on a Union invoice, which must include the pieceworkers/subcontractor's company name, and union membership numbers and/or Social Insurance Number of each of the people working for the pieceworker/subcontractor and the projects and lots on which work has been performed. The pieceworker/subcontractor must submit their invoice on Monday (or where Monday is not a working day, Tuesday) for work performed in the week prior. Payment of the invoice shall be by direct deposit or by cheque presented to the pieceworker/subcontractor by no later than midnight Thursday, after the receipt of the invoice. The payment to the pieceworker shall be accompanied by a copy of the applicable invoice, and any material supply sheet as provided for in Article 17.04.

It is agreed that Companies which have a practice of paying bi-weekly or twice-monthly may continue to do so.

17.04 If the pieceworker/subcontractor has purchased any material from the Company the Company may deduct the amount owing for such material from the invoice submitted by the pieceworker/subcontractor for the relevant period. If any such deduction is made, the Company will indicate the amount of that deduction noting that it is for purchased material, and shall provide a copy of the material supply sheet to the pieceworker/subcontractor together with the payment of the invoice. It is agreed that benefit and remittances contributions will be made prior to and without regard to any deduction for material.

17.05 The Company and the Union agree that the Company has met its obligations for wages and remittances in respect of production pieceworkers/subcontractors and their helpers/learners, by payment of the dues, benefits or other remittances to the Union, based solely on the information supplied by the pieceworker/subcontractor on the agreed to invoice, subject to verification by the Company. The Company acknowledges that the Union has the right to refuse to issue a clearance slip to any pieceworker/subcontractor who falsifies an invoice with respect to the number or identity of any individuals performing work. The Union specifically acknowledges that any recovery of monies owed to the Union as a result of a falsification by a pieceworker/subcontractor of his invoice shall be recovered directly from the pieceworker/subcontractor by the Union, provided that the Company has not knowingly participated in any falsification.

ARTICLE 18 - BACK CHARGES

18.01 This article applies exclusively to production pieceworkers/subcontractors employed pursuant to Schedule "C" or "E".

18.02 With respect to all back charges permitted under this Article, the Company will follow the following procedure:

- (a) The Company will advise the pieceworker of its intention to impose a back charge on the applicable "Deficiency Notice Form", attached at Appendix "F". No Deficiency or back charge may be processed against a pieceworker/subcontractor which is not made in accordance with this process;
- (b) With respect to deficiencies, the pieceworker/subcontractor has three (3) days from receipt of the Deficiency Notice to repair or inspect the deficiency; and
- (c) If the pieceworker/subcontractor does not repair the deficiency within three (3) days of receipt of the Deficiency Notice, or does not advise the Company to complete the repair; then
- (d) The Company may back charge the pieceworker the cost of the repair as set out in the Deficiency Notice. The amount of a back charge shall be no more than the actual cost incurred by the Company for labour and material..

- (e) The Union and the Company agree that the Company may also advise the pieceworker/subcontractor of its intention to impose a back charge for costs incurred as a direct result of an act or omission on the part of the pieceworker/subcontractor which results in damage to a jobsite or to client property, or for a failure to attend or comply with a Builder's direction which has been communicated to the pieceworker/subcontractor resulting in a fine. Two days after issuing such notice on the Deficiency Notice Form attached at Schedule "F" the Company may back charge the pieceworker/subcontractor the amount set out in the Deficiency Notice, subject to Article 18.03 below.
- (f) It is agreed that when the Company is entitled to back charge a pieceworker/subcontractor it shall deduct that amount from amounts owing to the pieceworker/subcontractor on invoices submitted but shall not, in any case, deduct more than ten percent (10%) of the amount payable on any particular invoice; and
- (g) The Company shall provide the Union with a copy of any Deficiency Notice with respect to which it has imposed a back charge, and shall notify the Union in writing of the amount to be back charged, and thereafter including notice on any invoice of the amount back charged and specifying the invoice to which the back charge relates. Particulars of the alleged deficiency and compliance with the process set out herein shall be provided at the request of the Union.

18.03 Where the Company issues a Deficiency Notice Form, it is agreed that if the Union or the pieceworker/subcontractor disputes responsibility for that penalty or deficiency or the amount of such deficiency, then such a dispute may be dealt with through the Grievance process. However, the Parties agree that the onus of proof with respect to whether a deficiency or penalty damages existed and the cost of fixing such a deficiency shall rest with the Company.

18.04 The Company may impose a back charge for a deficiency which is the responsibility of the installer up to fifteen (15) months from the date of installation for carpet, and up to fifteen (15) months from the date of closing with respect to hardwood and laminate floor coverings. The Parties agree that such deficiencies may include a charge from a builder or client that is a direct result of an act or omission on the part of the pieceworker/subcontractor.

18.05

- (a) A pieceworker/subcontractor must review the work order prior to leaving the shop and the floor plan upon arriving at the site, if available. If the floor plan does not match the house at the site or a pieceworker/subcontractor believes that the Company has made a mistake with respect to the materials or quantity of materials, he shall contact the Company to clarify the situation. Where a pieceworker/subcontractor cannot complete all of the assigned work due to

mistakes with respect to materials or quantity of materials, they shall complete and invoice for all work possible.

- (b) Provided a pieceworker/subcontractor has acted in accordance with the paragraph above the Company shall not back charge any pieceworker/subcontractor with respect to a failure by the Company to provide the correct materials or correct quantity of materials to the pieceworker/subcontractor. The pieceworker/subcontractor will not be responsible for shortage of material, quality or materials that are out of stock or any re-selection of colours provided that the pieceworker has acted reasonably.

18.06 Where the entire work assigned has not been completed due to mistakes with respect to materials or quantity of materials and the Employer requires the original pieceworker/subcontractor to re-attend at the site (which site is different from the site the pieceworker / subcontractor is currently working on) and complete the house or unit, the pieceworker / subcontractor shall be entitled to a minimum charge of \$75.00 for hardwood or \$45.00 for carpet. If the pieceworker / subcontractor is required to return to the same site the pieceworker / subcontractor is currently working on there shall be no minimum charge.

18.07 The Company is responsible for the payment of all remittances to the Union and/or the trust funds described in this Collective Agreement with respect to all work performed by pieceworkers/subcontractors in accordance with Schedule "C" or "E". Without limiting the generality of the foregoing, it is agreed that all benefit contributions and remittances are calculated prior to any back charges which are or which may be imposed pursuant to this Article and prior to any deductions to create or maintain the holdback account referred to in this Article.

ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.

19.01 The Company is responsible for the payment of all remittances to the Union and/or its Trust Funds as outlined in this Agreement with respect to hourly paid employees and shall further be responsible for remittances to the Union and/or its Trust Funds for amounts allocated for benefits for pieceworkers/subcontractors and their respective helpers /learners.

19.02 With respect to hourly employees the Company agrees to pay, deduct and remit to the Union and its applicable Trust Funds, such contributions as are designated by the Union, and at the rate set out in Schedule "B" and/or "D" for all hours earned, with respect to: Health and Welfare Benefits; Labourers' Pension Fund of Central and Eastern Canada, Apprenticeship Training, Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Promotion Fund; and Vacation and Holiday Pay Fund.

19.03 With respect to pieceworkers/subcontractors and their helpers/learners the Company agrees to pay, deduct and remit to the Union and its applicable Trust Funds, such

contributions as are designated by the Union, and at the percentage rate set out in Schedule "C" or "E" for all work invoiced, calculated on the total amount paid prior to HST or any deduction for materials, holdback or backcharge, with respect to: Health and Welfare Benefits; Labourers' Pension Fund of Central and Eastern Canada,; Training; Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Promotion Fund; and Vacation and Holiday Pay Fund.

19.04 The Parties agree that by no later than the fifteenth (15th) day of each month the Company shall provide to the Union Employer Contribution Reports in respect of all employees, pieceworker/subcontractors or their respective helpers/learners who performed work for the Company in the month preceding, on the following basis:

(a) an Employer Contribution Report (Hourly), which shall include the names and Union Membership Numbers or Social Insurance Number of all hourly employees of the Company who performed work in the preceding month, and the hours worked in that month;

(b) where the Company did not employ any hourly employees in the preceding month, the Company shall submit an Employer Contribution Report (Hourly) marked "NIL"; and

(c) at the same time, or in any event by no later than the fifteenth (15th) day of the each month, the Company will provide a Remittance Form (Pieceworker) setting out the names of the pieceworker/subcontractor entities which performed work for it in the month preceding, together with copies of the Union pieceworker/subcontractor invoices, setting out the amounts paid to the pieceworkers/subcontractors and any other relevant information. At the same time as providing the Remittance the Company agrees to pay to the Union and the various Trust Funds all of the required dues, benefits and remittances which it has or is required to deduct and hold in trust as provided for in this Collective Agreement.

ARTICLE 20 - SEVERABILITY

20.01 Should any part of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently-enacted provincial or federal legislation, or by decision of the Ontario Labour Relations Board, such invalidation of such part or provision of this Agreement shall not invalidate the remaining part or provisions thereof, which will remain in full force and effect.

20.02 If there is any invalidation as contemplated by 20.01 above, the Parties shall meet within thirty (30) days to attempt to mutually agree to amending the parts or provisions affected. If the Parties cannot agree to an amendment to any part of this Collective Agreement which has been so invalidated, the Parties agree that such provisions may be submitted to an arbitrator and jointly agree to and request that the Arbitrator impose such provisions as may be appropriate following an interest arbitration proceeding.

ARTICLE 21 - CONDITIONS OF EMPLOYMENT

21.01 All employees, pieceworkers/subcontractors and their respective helpers/learners shall be entitled to at least 2 fifteen (15) minute paid refreshment breaks per work day. Such breaks may be assigned by the Company so as not to interfere with the orderly progress of the job. In addition, all employees, pieceworkers/subcontractors and their respective helpers/learners will be entitled to one half (1/2) hour unpaid lunch break at approximately the midpoint of his shift. It is understood that in no case shall any employee, pieceworker/subcontractor or their respective helpers/learners be required to work more than four (4) hours without a break.

ARTICLE 22 - MAINTENANCE OF RATES AND ALLOWANCES

22.01 The Parties agree that the rates and allowances established for employees, pieceworker/subcontractors and their respective helpers/learners under the terms of this Collective Agreement represent minimum amounts.

22.02 It is agreed that no employee, pieceworker/subcontractor and or their respective helpers/learners will suffer a reduction in the rates or allowances currently being paid as of the signing of the Collective Agreement and in those cases where the Company is already paying rates which are over and above those set out in this Collective Agreement such rates will be maintained until such time as the rates set out in this Collective Agreement are equal to or greater than such rates.

22.03 With respect to hardwood/laminate the maintenance of rate provision in Article 22.02 is only applicable (pursuant to Article 2.04) to those pieceworkers/subcontractors who are employed in the bargaining unit when they are assigned to perform work outside of the bargaining unit.

22.04 The Union agrees that it will not enter into any collective agreement regarding the installation or removal of hardwood, laminate or other floor coverings with any company or employer that do not provide for payments to Employer Association (to be named) in the same amounts as agreed to in this Agreement or that includes financial terms or conditions which are more advantageous than those offered to the Company, and if it does, then those terms and conditions will be offered to the Company.

ARTICLE 23 - SERVICEMEN/HANDYMEN

23.01 The Company may, at its sole discretion, employ Servicemen/Handymen as hourly employees in accordance with Schedule "B" or "D", or may contract or subcontract such work to pieceworkers/subcontractors who have signed a Pieceworker Participation Agreement with the Union who will perform such work in accordance with Schedule "C" or "E" of this Agreement.

23.02 If the Company commences hiring Servicemen/Handymen on an hourly basis, the following additional terms apply to Servicemen/Handymen employed in accordance with Schedule "B" and/or "D":

(a) the Company shall pay the Serviceman/Handyman an amount no less than the journeyman hourly rate and benefits agreed to in the Collective Agreement applicable to the work they are servicing or repairing; and

(b) the Company shall provide the Serviceman/Handyman with an appropriate vehicle and shall pay for vehicle insurance, parking (if required), gas and tolls (if required to use toll roads by the Company). Additionally, the Company shall provide the Serviceman/Handyman with all tools necessary to perform the work assigned, and shall ensure that such tools are maintained and replaced as necessary.

ARTICLE 24 – NOTICE OF PROJECT STARTS

24.01 After being awarded a project, but prior to commencing work, the Company agrees to advise the Union of each project upon which persons working under this Collective Agreement will be installing carpet, hardwood/laminate or related material, including the Project site name and location. In any event, notice of project starts shall be provided prior to work being commenced.

24.02 It is agreed that notices under Article 24.01 shall be provided on the Form attached as Schedule "G", delivered by fax, email or hand to the attention of the Union's Sector Co-Ordinator .

ARTICLE 25 - NO BETTER AGREEMENT

25.01 The Union agrees that it will not enter into any collective agreement regarding the removal and installation of carpet, as defined in Article 2, which contains financial terms which are more advantageous than those offered to the Company, and if it does, then those same conditions will be offered to the Company.

ARTICLE 26 - TECHNOLOGICAL CHANGE

26.01 In the event that during the term of this Collective Agreement industry developments or practices result in the requirement for new classification of work and/or employees, whether or not such changes are as a result of technological change, the Company and the Union shall meet within fifteen (15) days' notice to each other to commence negotiations to establish such conditions, classifications, wages or piecework/subcontractor rates as may be appropriate. It is the intention of the parties that, whenever possible, such notice should be given prior to any such new work being performed.

26.02 If the Parties are unable to agree on the classifications, wages or piecework/subcontractor rates, as may be applicable, within sixty (60) days of commencing such negotiations, then either party may refer that matter to an arbitrator listed in Article 7

of this Collective Agreement, and the parties agree to and request that the arbitrator shall schedule a hearing to determine the outstanding matters, and agree to be bound by that decision. The parties agree that the process will be interest arbitration and not final offer selection.

26.03 It is agreed that if the Company has required employees, pieceworkers/subcontractors or their respective helpers/learners to perform work in the new classification prior to having agreed to the rate, then any deficiency in the rate paid and that rate agreed to by the parties or imposed by the arbitrator shall be applied to all such work retroactively.


ARTICLE 27 - DURATION

27.01 The Parties agree that this Collective Agreement shall be in effect from May 1, 2019 to April 30, 2022 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision of the Agreement within one hundred and eighty (180) days of April 30, 2022 or and like period in any third year thereafter.

Signed and dated at TORONTO, August 31, 2019

FOR THE UNION


FOR THE COMPANY



Jack Oliveira




J.D. Pacione



Jaime Cortez




John Pacione



Luis Camara

Joe Fazari



Joe Tersigni

Schedule "A"

"The Roads Agreement", being a Collective Agreement between the Metropolitan Toronto Builders' Association and a Council of Trade Unions, acting as the representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.

"The Sewer and Watermain Agreement", being a Collective Agreement between the Greater Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.

"The Forming Agreement", being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.

"The Apartment Builders Agreement", being a Collective Agreement between Metropolitan Toronto Apartment Builders' Association and Labourers' International Union of North America, Local 183.

"The Carpentry and Framing Agreement", being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.

"The Concrete and Drain Agreement", being a Collective Agreement between the Concrete and Drain Contractors' Association and Labourers' International Union of North America, Local 183.

"The House Basements Agreement", being a Collective Agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.

"The Utilities Agreement", being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union, Ontario Provincial District Council and its affiliated Local Unions.

"The House Builders Agreement", being a Collective Agreement between the Toronto Residential Construction Labour Bureau and Labourers' International Union of North America, Local 183.

"The Bricklayers' Agreement", being a Collective Agreement between Bricklayers' Masons Independent Union of Canada, Local 1 and the Masonry Contractors' Association of Toronto Inc., or the Collective Agreement between Labourers' International Union of North America, Local 183 and various independent masonry contractors.

"The High Rise Trim Agreement", being a Collective Agreement between Labourers' International Union of North America, Local 183 and the Residential Carpentry Contractors' Association of Greater Toronto.

“The Low Rise Trim Agreement”, being a Collective Agreement between various independent low rise trim contractors and Labourers’ International Union of North America, Local 183.

“The Heavy Engineering Agreement”, being a Collective Agreement between the Heavy Construction Association of Toronto and Labourers’ International Union of North America, Local 183.

“The Landscaping Agreement”, being a Collective Agreement between certain landscaping contractors in the Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers’ International Union of North America, Local 183.

“The Building Restoration and Associated Work Agreement”, being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers’ International Union of North America, Local 183.

“The Residential Plumbing Agreement”, being a Collective Agreement between certain residential plumbing companies and Labourers’ International Union of North America, Local 183.

“The Fencing Agreement”, being a Collective Agreement between various independent fencing contractors and Labourers’ International Union of North America, Local 183.

“The Marble, Tile and Terrazzo Cement Masons Agreement”, being a Collective Agreement between the Residential Tile Contractors’ Association and Labourers’ International Union of North America, Local 183.

“The Durham Builders’ Agreement”, being a Collective Agreement between the Durham Residential Construction Labour Bureau and Labourers’ International Union of North America, Local 183.

SCHEDULE "B"**HOURLY EMPLOYEES – CARPET INSTALLERS**

1.01 It is agreed that all hourly employees, helpers or learners employed to install carpet, underpad and related items shall not be paid less than the amounts listed on the Schedule "B" Rate Sheet.

1.02 The hourly wage rate for a helper/apprentice shall be calculated as a percentage of the Journeyman's rate as follows:

Learner (600 hours)	50% of Rate
Learner 2 (1200 hours)	60% of Rate
Learner 3 (1800 hours)	75% of Rate
Learner 4 (1800 hours)	85% of Rate
Journeyman/Serviceman	100% of Rate

Upon completion of the hours listed above, each employee shall progress to the next higher classification and shall be paid accordingly. For greater clarity, upon completion of 600 hours of work as a Learner, the employee shall be reclassified as and receive the rate of pay of Learner 2. After the completion of a further 1200 hours, the employee shall be classified as and remunerated at the rate of Learner 3. Upon completion of 1800 hours the employee, will be classified as a Learner 4. Upon completion of an additional 1800 hours, the employee shall be classified as and remunerated at the rate of Journeyman.

1.03 It is agreed that the Master Installer will be paid no less than fifteen percent (15%) above the Journeyman's rate (115%).

1.04 It is agreed that each Learner employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or a person employed as a Journeyman or Master Installer, but in no circumstance will any individual whether crew leader, Journeyman or Master Installer, supervise more than two (2) Learners at any given time.

1.05 It is agreed that for any hours in excess of forty-four (44) hours in one week, employees will be paid at the rate of one and one-half (1½) times the rate established herein. It is understood that in the event job circumstances beyond the control of the Company arise regarding the scheduling of work, the Company and the Union will meet to arrange special shift provisions.

Schedule "B" HOURLY EMPLOYEES - CARPET

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Working Dues	OPDC-Employee	Total
Master Installer	August 6, 2019	\$33.23	\$3.32	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$41.30
	May 1, 2020	\$33.89	\$3.39	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$42.23
	May 1, 2021	\$34.67	\$3.47	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$43.29

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Working Dues	OPDC-Employee	Total
Journeyman/ Serviceman	August 6, 2019	\$28.84	\$2.88	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$36.47
	May 1, 2020	\$29.40	\$2.94	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$37.29
	May 1, 2021	\$30.06	\$3.01	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$38.22

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC-Employee	
Learner 3 rd Term	August 6, 2019	\$24.46	\$2.45	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$31.66
	May 1, 2020	\$24.93	\$2.49	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$32.37
	May 1, 2021	\$25.48	\$2.55	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$33.18

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC-Employee	
Learner 2 nd Term	August 6, 2019	\$21.55	\$2.16	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$28.46
	May 1, 2020	\$21.95	\$2.20	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$29.10
	May 1, 2021	\$22.44	\$2.24	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$29.83

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Working Dues	OPDC-Employee	Total	Employee Deduction	
															OPDC-Employee	Total
Learner 1 st Term	August 6, 2019	\$17.17	\$1.72	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$23.64		
	May 1, 2020	\$17.47	\$1.75	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$24.17		
	May 1, 2021	\$17.84	\$1.78	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$24.77		

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Working Dues	OPDC-Employee	Total	Employee Deduction	
															OPDC-Employee	Total
Learner Helper	August 6, 2019	\$14.25	\$1.43	\$2.35	\$1.10	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$20.43		
	May 1, 2020	\$14.49	\$1.45	\$2.45	\$1.20	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$20.89		
	May 1, 2021	\$14.78	\$1.48	\$2.55	\$1.30	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0.05	1%	\$0	\$21.41		

Schedule "C"**Pieceworker/Subcontractor Schedule
Carpet Installation****ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service or repair of carpet, underpad and related materials covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 The parties agree that a pieceworker/subcontractor entity will consist of not more than two (2) individuals, who actually perform work, working as a sole proprietorship, in partnership or through a corporation, such individuals being referred to as a "piecework crew leader". A piecework crew leader may engage a helper or learner to assist them in their work.

1.03 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.04 The parties agree that any pieceworker/subcontractor herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union and obtain a valid union clearance slip.

1.05 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ on an hourly basis a helper/learner as may be required, and that helper/learner shall be paid the applicable hourly rate set out in Schedule "B" to this Collective Agreement.

ARTICLE 2 - WAGES AND BENEFITS

2.01 Subject to Article 2.02 the Company shall maintain WSIB coverage for all carpet installers, including pieceworkers and their helpers/Learners.

2.02 If the pieceworker/subcontractor is required to obtain and maintain coverage under the Workplace Safety & Insurance Act including a clearance certificate for themselves and their respective helpers, then the pieceworker/subcontractor shall pay the Workplace Safety & Insurance Board ("WSIB") the applicable premium to acquire the clearance certificate and maintain coverage under the Workplace Safety & Insurance Act, and the following shall apply:

Reimbursement

(a) In addition to the contract price, the Company will pay the pieceworker/subcontractor an amount equivalent to the value of the required WSIB premium for each contract performed by the pieceworker/subcontractor, for the Company, based upon the basic WSIB premium rate for the Inside Finishing Rate Group No. 719 established for the year by the WSIB ("basic WSIB premium rate"). The required WSIB premium is calculated by applying the basic WSIB premium rate to the pieceworker/subcontractor's gross invoice addressed to and payable by the Company. (For 2019, the WSIB established the basic rate group premium rate for carpet laying as 3.59%).

(b) If the pieceworker/subcontractor is entitled to a discount of the basic WSIB premium rate based on the pieceworker/subcontractor's performance, the pieceworker/subcontractor shall be entitled to retain the difference between the basic WSIB premium rate and the discount rate. The pieceworker/subcontractor shall also be required to pay any premium rate surcharge assessed over and above the basic WSIB premium rate. The Company shall continue to pay to the pieceworker/subcontractor the required WSIB premium, based upon the basic WSIB premium rate, as calculated above, inserted on the invoice produced by the pieceworker/subcontractor but shall not be required to reimburse for any premium rate surcharges or be entitled to any discount to the basic WSIB premium rate.

(c) The Company will not be required to pay benefits or any other amounts in connection with a WSIB premium payment.

(d) It is understood that the WSIB Reimbursement will be paid on each invoice. The Pieceworker/Subcontractor will list the WSIB Reimbursement on the invoice, and the Company will list the amount paid with respect to the WSIB Reimbursement on the cheque stub.

2.03 The Company shall pay the pieceworker no less than the production rates set out in this Schedule, including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

2.04 It is agreed that where the Employer assigns work on a piecework basis which pays less than one hundred and fifty dollars (\$150.00) for the day, there will be an additional charge of thirty dollars (\$30.00) for any work in the City of Toronto and sixty dollars (\$60.00) for work outside of the City of Toronto.

2.05 If there will not be work for a piecework crew the following day, the Employer shall call pieceworkers by no later than 3:00 p.m. the working day before to advise them not to attend at work the next day.

2.06 The following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in this schedule where the job site is outside of the area bounded by the Port of Newcastle in the east; Big Bay Point in

the north; Burlington in the southwest; Little Britain in the northeast; Orangeville in the northwest; and Milton in the west:

Peterborough	\$0.29 per yard
Kitchener	\$0.29 per yard
St. Catharines / Welland/ Niagara/Brantford	\$0.44 per yard
Wasaga Beach	\$0.29 per yard
Waterloo	\$0.29 per yard
Dundas	\$0.29 per yard
Ancaster	\$0.29 per yard
Barrie	\$0.11 per yard

The additional amount to be paid in respect of work in areas not specifically listed above will be agreed to in advance by the Company and the Union prior to work commencing.

2.07 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "B" or "C" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

2.08 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule B Rate Sheet, shall apply.

ARTICLE 3 - INVOICING

3.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

3.02 The Standard union form invoice (Schedule "G") must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers and/or Social Insurance Numbers of all persons who performed any work set out in the invoice;

- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable;
- c) The total yardage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule C.

ARTICLE 4 - HOLDBACK ACCOUNTS

4.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

4.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew engaged after the introduction of this Collective Agreement. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than fifteen percent (15%) of any invoice for holdback and/or back charges.

4.03 If a pieceworker/subcontractor is no longer performing work for the Company, the Company may deduct money from the holdback account to satisfy a back charge, provided that it has followed the procedure set out in Article 18 of the master portion of this collective agreement, and in which case the Deficiency Notice shall be hand delivered to pieceworker/subcontractor or sent to him by Registered Mail at the last address provided to the Company.

4.04 The Company acknowledges that the holdback accounts belong to the pieceworkers/subcontractors and that any such monies are held in trust by the Company. The Company will keep all holdback monies in a designated holdback account. By no later than the 15th day of each month each Company which maintains a holdback account for any pieceworker/subcontractor covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list the names of each pieceworkers/subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all pieceworkers/subcontractors.

4.05 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may

thereafter take steps to replenish the holdback account, subject to the provisions of Article 4.02 above.

4.06 All holdback monies will be returned to the pieceworker/subcontractor sixteen (16) months after they last performed work for the Company. With respect to any deficiency notices issued under Article 18.02(a) of the master portion of the Collective Agreement which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the pieceworker/subcontractor.

4.07 On the signing of this agreement, and thereafter on January 15th of each year, the Company will advise each pieceworker for whom it maintains a holdback account of the amount being held in that holdback account. The notice shall be in writing and a copy shall be provided to the Union.

ARTICLE 5 - TOOLS

5.01 Pieceworkers/subcontractors engaged under this Schedule shall supply and maintain all necessary tools to perform the work referred to herein. The Company will maintain its current practice of supplying power stretchers and other items which are not commonly supplied or regularly used by the pieceworker/subcontractor. The necessary tools include the following:

Knee Kicker	Measuring Tape
	Safety Glasses
Hot Melt Iron	Straight Edge 6'
Hammer	Awl
Hack Saw or Snips	Latex Applicator and Latex
Lift Bar	Rubber Mallet
Hammer Stapler	Seam Roller (Both glue and smooth edge)
Electric Stapler	Smooth edge cutter
Assorted Knives	Spreaders (re glue down)
Tucking Knife	

ARTICLE 6 - SERVICEMAN / REPAIRMAN

6.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement;

- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 3 of this Schedule;

6.02 The Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. Specialized tools, not listed below, shall be provided by the Company without charge to the /Serviceman/Repairman. The tools to be provided by the Serviceman/Repairman are:

Knee Kicker	Measuring Tape
Safety Glasses	
Hot Melt Iron	Straight Edge 6'
Hammer	Awl
Hack Saw or Snips	Latex Applicator and Latex
Lift Bar	Rubber Mallet
Hammer Stapler	Seam Roller (Both glue and smooth edge)
Electric Stapler	Smooth edge cutter
Assorted Knives	Spreaders (re glue down)
Tucking Knife	

The Company shall continue its current practice of providing power stretchers to the Serviceman/Repairman, where required.

6.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule C Rate Sheet - Carpet for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the

Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;

- (d) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

6.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule "B" (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "C" Rate Schedule Carpet
Pieceworker / Sub-contractor Rates**

		August 6, 2019	May 1, 2020	May 1, 2021
1	Standard Carpet (Up to 40oz)	\$3.11	\$3.17	\$3.23
2	Upgrade - Regular (Over 40 oz)	\$3.22	\$3.29	\$3.35
3	Upgrade - Pattern	\$3.58	\$3.65	\$3.72
4	Berber and Sisal	\$3.44	\$3.51	\$3.58
5	Box Stair (per step)	\$2.76	\$2.81	\$2.87
6	Cap/Pie Cap Stair (per step)	\$9.99	\$10.19	\$10.39
7	Bound Runner (installation only)	\$99.84	\$101.83	\$103.87
8	runner (edges turned under)	\$9.99	\$10.19	\$10.39
9	Wraparound Runner	\$8.83	\$9.01	\$9.19
10	Wraparound Cap	\$13.53	\$13.80	\$14.07
11	Each Bullnose	\$11.10	\$11.32	\$11.55
12	Rail (per linear foot)	\$1.50	\$1.50	\$1.50
13	Baseboard (per linear foot)	\$0.55	\$0.56	\$0.57
14	Each Stringer	\$1.08	\$1.10	\$1.12
15	Boarder - Tape (per linear foot)	\$1.08	\$1.10	\$1.12
16	Boarder – Glued down (per linear foot)	\$1.12	\$1.14	\$1.17
17	Glue Down Suites (standard carpet per sq. yd.)	\$3.02	\$3.08	\$3.14
18	Glue Down Corridors & Amenities (standard carpet per sq. yd.)	\$3.88	\$3.95	\$4.03
19	Glue Down Corridors & Amenities (pattern carpet per sq. yd.)	\$4.46	\$4.55	\$4.64
20	Double Glue Down (standard carpet per sq. yd.)	\$5.33	\$5.44	\$5.55
21	Double Glue Down (pattern carpet per sq. yd.)	\$5.45	\$5.56	\$5.67
22	Corridors Stretched In (plain carpet)	\$3.52	\$3.59	\$3.66
23	Corridors Stretched In (pattern carpet)	\$4.06	\$4.14	\$4.22
24	Lift Carpet Only (glue down)	\$1.08	\$1.10	\$1.12
25	Lift Carpet / Pad / Dispose (per sq. yd.)	\$1.08	\$1.10	\$1.12
26	Lift Carpet / Dispose (per sq. yd.)	\$0.54	\$0.55	\$0.56
27	Remove / Replace Furniture (per sq yd.)	\$1.08	\$1.10	\$1.12
28	CarpetTile	negotiable	negotiable	negotiable
29	Hourly rate Pieceworker/Subcontractor (While on site)	\$30.60	\$31.21	\$31.84
30	Hourly rate Serviceman (With Own Truck)	\$35.70	\$36.41	\$37.14
31	Hourly rate Serviceman (With Company Truck)	\$28.56	\$29.13	\$29.71
32	Load / Unload Rate	\$66.30	\$67.63	\$68.98
**NOTE: These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Employer.				
Note 2: A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless installation beginning May 1, 2021, when material is required to be installed on concrete.				

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 18 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

	August 6, 2019	May 1, 2020	May 1, 2021
EMPLOYER CONTRIBUTION	6.25%	6.5%	7%

SCHEDULE "D"

HOURLY EMPLOYEES – HARDWOOD AND LAMINATE INSTALLERS

1.01 It is agreed that all hourly employees, helpers or learners employed to install hardwood or laminate flooring and related items shall not be paid less than the amounts listed on the Schedule "D" Rate Sheet.

1.02 It is agreed that helpers/learners employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or an hourly person employed as a Journeyman Installer.

1.03 It is agreed that for any hours in excess of forty-four (44) hours in one week, employees will be paid at the rate of one and one-half (1½) times the rate established herein. It is understood that in the event job circumstances beyond the control of the Company arise regarding the scheduling of work, the Company and the Union will meet to arrange special shift provisions.

1.04 It is agreed that a Helper shall be an employee new to the industry, and may be kept at that level for up to six hundred (600) hours, after which they shall be progressed to the level and rate of Learner 1. A Learner 1 may be kept at that level for up to twelve hundred (1200) hours, after which they shall be progressed to the level and rate of Learner 2. A Learner 2 may be kept at that level until they are ready to progress to a full installer.

The hourly wage rate for a helper/apprentice shall be calculated as a percentage of the Journeyman's rate as follows:

New Helper (600 hours)	50% of Rate
Learner 1 (1200 hours)	65% of Rate
Learner 2 (1200 hours)	85% of Rate
Journeyman/Service man	100% of Rate

1.05 It is recognized that the rates for Helpers, Learners and Installers are minimum rates and it shall not be a violation of this Agreement to pay above the rates.

Schedule "D" HOURLY EMPLOYEES - HARDWOOD AND LAMINATE

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC- Employee	
Journeyman and Serviceman	August 6, 2019	\$29.96	\$3.00	\$2.35	\$0.60	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$37.16
	May 1, 2020	\$30.55	\$3.05	\$2.45	\$0.70	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$38.00
	May 1, 2021	\$31.23	\$3.12	\$2.55	\$0.80	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$38.95

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC- Employee	
Utility Man	August 6, 2019	\$23.52	\$2.35	\$2.35	\$0.60	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$30.07
	May 1, 2020	\$23.95	\$2.40	\$2.45	\$0.70	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$30.75
	May 1, 2021	\$24.47	\$2.45	\$2.55	\$0.80	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$31.52

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC- Employee	
Learner 2 nd Year	August 6, 2019	\$25.45	\$2.55	\$2.35	\$0.60	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$32.20
	May 1, 2020	\$25.93	\$2.59	\$2.45	\$0.70	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$32.92
	May 1, 2021	\$26.49	\$2.65	\$2.55	\$0.80	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$33.74

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC- Employee	
Learner 1 st Year	August 6, 2019	\$19.44	\$1.94	\$2.35	\$0.60	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$25.58
	May 1, 2020	\$19.78	\$1.98	\$2.45	\$0.70	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$26.16
	May 1, 2021	\$20.19	\$2.02	\$2.55	\$0.80	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$26.81

Wage Classification	Effective Date	Hourly Rate	Vac. Pay 10%	Health & Welfare	Pension	Training Fund	Pre-paid Legal	Long Term	Retiree Fund	CECOF	Promo. Fund	Employee Deduction		Total
												Working Dues	OPDC- Employee	
Helper	August 6, 2019	\$14.93	\$1.49	\$2.35	\$0.60	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$20.62
	May 1, 2020	\$15.16	\$1.52	\$2.45	\$0.70	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$21.08
	May 1, 2021	\$15.46	\$1.55	\$2.55	\$0.80	\$0.10	\$0.10	\$0.60	\$0.20	\$0.25	\$0	1%	\$0	\$21.61

Schedule "E"**Pieceworker/Subcontractor Schedule
Hardwood and Laminate****ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service and repair of hardwood and laminate flooring, and related materials, covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.03 The parties agree that any pieceworker/subcontractor herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.04 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker/subcontractor may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ such helpers or employees as may be necessary to perform the work

ARTICLE 2 - INSURANCE AND STANDARDS OF WORK

2.01 All pieceworkers/subcontractors engaged under this Schedule must maintain WSIB coverage for the pieceworker/subcontractors and all helpers/employees. The Pieceworker must provide the Company with a WSIB Clearance certificate confirming coverage, and replace that certificate each time it is renewed.

2.02 The Company may require that pieceworkers/subcontractors obtain and maintain a minimum of one million dollars (\$1,000,000.00) in general liability insurance which will respond to third party claims relating to property damage and/or personal injury. This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement and were not required to provide such insurance. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

ARTICLE 3 - WAGES AND BENEFITS

3.01 For all work, except as provided for in 3.03 below, the Company shall pay the pieceworker no less than the production rates set out in this Schedule (Schedule "E"), including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

3.02 There shall be a free travel zone of 65km calculated on a radius from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario. For all work outside of the free travel zone, the following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in Schedule "E":

- Seventy dollars (\$70.00) per crew per day when the pieceworker/subcontractor is required to travel to a site that is beyond sixty five kilometers and up to seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario ; and
- Where the pieceworker/subcontractor is required to travel to a site that beyond a seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario, the travel allowance will be negotiated with the pieceworker/subcontractor prior to commencing work, and shall be listed on the work order and initialed by the Company and the Pieceworker.

3.03 It is agreed that these special provisions apply to work in apartment, condominium buildings, or stacked units with a hoist (and do not apply to lowrise housing, or townhomes) rather than the rates in Article 3.01 and the attached rate sheet where the work is assigned by the floor or by the whole building,

Where the Employer assigns work to the pieceworker/subcontractor by a floor, or by the whole building,

(a) Prior to commencing work the Employer and the Pieceworker shall agree to the price to be paid to the pieceworker, and whether the price shall be calculated by the square foot, or by the floor or unit;

(b) The Employer shall deliver the materials to the jobsite where work is to be performed. If materials are not delivered, the Employer shall also pay a delivery charge to the Pieceworker. In the event that there is a delay, scheduling conflict, or any other issue with the hoist, it shall be the responsibility of the Employer to contact the builder to attempt to rectify the issue;

(c) The Pieceworker shall be entitled to invoice for work on the project weekly where paid by the square footage, or be entitled to weekly advances where paid by the floor or unit;

(d) The agreement shall be reduced to writing and signed by the Employer and the Pieceworker, and a copy shall be provided to the Union and shall thereafter be enforceable under this Collective Agreement;

(e) In addition the piecework rates, the Employer shall also be required to pay the remittances and contributions under this Schedule at the amounts otherwise applicable under this Schedule.

(f) The other provisions of this Schedule shall apply except as may be necessarily modified to give effect to the subparagraph herein.

3.04 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made in respect of employees, pieceworkers/subcontractors and their respective helpers/learners under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "D" or "E" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

3.05 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule "E" Rate Sheet, shall apply.

ARTICLE 4 - PAYMENT OF HELPERS/ PARTNERS

4.01 It is understood that a pieceworker may employ partners or helpers to assist in the performance of the work assigned to the pieceworker. Such partners or helpers shall be compensated for their work on the following basis:

(a) If employed on an hourly basis, the partner or helper shall be paid no less than the hourly rate set out in Schedule "D" to this Agreement;

(b) If the pieceworker and their partners or helpers have agreed to an alternate method of compensation then they shall do so in writing and a copy shall be filed with the Union together with the Pieceworker Participation Agreement and shall be enforceable;

(c) If there is no agreement filed in accordance with subparagraph (b), then subparagraph (a) shall be deemed to apply.

4.02 The pieceworker shall be required to list all persons who performed work on each invoice submitted to the Employer. It is understood that any remittances made by the Employer on behalf of dues, benefits and contributions under this Collective Agreement shall be divided equally amongst the members of the crew.

ARTICLE 5 - INVOICING

5.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

5.02 The Standard Union Invoice which must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers of all persons who performed any work set out in the invoice;
- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable, and the date upon which work was performed;
- c) The square footage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule "E".

ARTICLE 6 - PIECEWORKER RATES

6.01 The Parties agree that production pieceworkers shall be paid in accordance with the Schedule "E" Rate Schedule – Hardwood and Laminate.

6.02 With respect to every piecework invoice rendered, the Company shall pay an additional percentage amount as set out in the Schedule "E" Rate Sheet – Hardwood and Laminate plus applicable taxes, which shall then be remitted to the Union for the provision of various contributions and benefits as provided for in this Schedule and in the Collective Agreement for the pieceworkers/subcontractors and their respective helpers/learners ("the Contributions"). The parties agree that all contributions, are to be calculated prior to any back charges or deductions, including any deductions for material under Article 17.04, and are to be paid in addition to and calculated upon, the amount of all invoices, before taxes and HST.

ARTICLE 7 - HOLDBACK ACCOUNTS

7.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the

pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

7.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than ten (10%) of any invoice for holdback and/or back charges.

7.03 If a pieceworker/subcontractor is no longer performing work for the Company, the Company may deduct money from the holdback account to satisfy a back charge, provided that it has followed the procedure set out in Article 18 of the master portion of this collective agreement, and in which case the Deficiency Notice shall be hand delivered to pieceworker/subcontractor or sent to him by Registered Mail at the last address provided to the Company.

7.04 The Company acknowledges that the holdback accounts belong to the pieceworkers/subcontractors and that any such monies are held in trust by the Company. The Company will keep all holdback monies in a designated holdback account. By no later than the 15th day of each month each Company which maintains a holdback account for any pieceworker/subcontractor covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list the names of each pieceworkers/subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all pieceworkers/subcontractors

7.05 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may thereafter take steps to replenish the holdback account, subject to the provisions of Article 7.02 above.

7.06 All holdback monies will be returned to the pieceworker/subcontractor twenty four (24) months after they last performed work for the Company. With respect to any deficiency notices issued under Article 18.02(a) of the master portion of the Collective Agreement which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the pieceworker/subcontractor.

7.07 On the signing of this agreement, and thereafter on January 15th of each year, the Company will advise each pieceworker for whom it maintains a holdback account of the amount being held in that holdback account. The notice shall be in writing and a copy shall be provided to the Union.

ARTICLE 8 - SERVICEMAN / REPAIRMAN

8.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement with the Union;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 5 of this Schedule.

8.02 The Piecework Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. .

8.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule "E" Rate Sheet – Hardwood and Laminate for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) if the Company does not supply the materials necessary to perform the work, the Serviceman/Repairman shall be entitled to invoice those materials to the Company at cost, with the provision of all requisite bills;
- (e) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

8.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule

E (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "E" Rate Schedule Hardwood and Laminate
Piecemaker / Sub-contractor Rates**

Schedule "E" Rate Schedule Hardwood and Laminate	August 6, 2019	May 1, 2020	May 1, 2021
Solid / Engineered naildown (all sizes)	\$1.28	\$1.31	\$1.33
Engineered / Laminate Floating (Low-rise)	\$0.71	\$0.72	\$0.73
Engineered / Laminate Floating (High-rise)	\$0.61	\$0.62	\$0.63
Engineered Glue Down	\$1.22	\$1.25	\$1.27
Herringbone (new item)	\$2.00	\$2.00	\$2.00
45 degree (premium above standard rates) (new item)	\$0.45	\$0.45	\$0.45
Cork Glue Down (premium on top of Engineered Glue Down Rate) (new item)	\$0.20	\$0.20	\$0.20
Installation on landings (up to 15 sq ft) (complete – per landing) (new item)	\$50.00	\$50.00	\$50.00
Installation on landings (15-30 sq ft) (complete – per landing) (new item)	\$75.00	\$75.00	\$75.00
Hourly rate (while on site)	\$37.74	\$38.49	\$39.26
Serviceman/ Repairman (hourly rate)	\$37.74	\$38.49	\$39.26

Notes to Schedule E

- A. Adhesive and all other accessories included in the rates above. Piecemaker/Subcontractor must purchase Adhesive and Underlayments from the Company/Principal, which will be supplied by the Company at cost.
- B. Piecemaker/Subcontractor to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Piecemaker/Subcontractor for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Landing Rates above only apply when Piecemaker/Subcontractor are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

	August 6, 2019	May 1, 2020	May 1, 2021
Contribution Rate	4.25%	4.5%	5%

APPENDIX F



Carpet and Hardwood Sector Deficiency Notice

Date _____ **D** _____

Prepared by Company / Main Contractor _____

Subcontractor / Pieceworker _____

Builder _____

Location _____ Lot Number _____

Service Required

Explanation of Deficiency

Remedy and Estimate of Repair

Milestone	Cost	Labour	Cost
Total Estimate to Repair / Correct Deficiency (before tax)			

Please Sign and Acknowledge Below (choose 1, 2 or 3 as applicable)

- Option 1. The undersigned subcontractor / pieceworker will perform the deficiency as noted above within **7 working days** or as per the scheduled date of _____
- Option 2. The undersigned subcontractor / pieceworker does not wish to do the repair but rather have the company do the work and backcharge the subcontractor / pieceworker directly as per the above estimate.
- Option 3. I, the named subcontractor / pieceworker, have inspected the deficiency with _____ for which I do not accept responsibility for the following reasons:
[please note] _____

Deficiency Notice received by subcontractor / pieceworker on:

Date _____ Signature _____

Unable to contact subcontractor / pieceworker directly.
This notice sent by Registered Mail on:

Date _____ Signature _____

White - Company | Canary - Union | Pink Subcontractor / Pieceworker

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunacal183.ca

201-CU2-016

Schedule G



LIUNA! LOCAL 183

Feel the Power

Carpet and Hardwood Sector: Notice of Job Sites

General Information

Date: _____

Contractor: _____

Telephone: _____ Fax: _____

Job Site Details

Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____
Builder / Developer: _____	Start Date: _____
Project Location: _____	Municipality: _____

28NOV2016

MEMORANDUM OF AGREEMENT**BETWEEN:****LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183**

("Union")

and

**QUALITY STERLING GROUP/WESTON HARDWOOD DESIGN CENTRE
INC./ONTARIO FLOORING LTD.**

("Employer")

RE: Schedule "E" - Engineered/ Laminate Flooring (Nail and Click)

WHEREAS the Union and the Employer are party to and bound by the terms of a collective agreement between them that is effective on its face until April 30, 2022 (the "Collective Agreement");

AND WHEREAS the Collective Agreement does not have a price listed under Schedule "E" for the installation of Engineered/ Laminate Flooring installed by way of Nail and Click;

AND WHEREAS pursuant to section 58(5) of the Ontario *Labour Relations Act*, the Union and the Employer wish revise the terms of the Collective Agreement with respect to the installation of Engineered/ Laminate Flooring installed by way of Nail and Click;

AND WHEREAS the Union and the Employer have agreed to a price for the installation Engineered/ Laminate Flooring installed by way of Nail and Click and wish to reduce such agreement to writing;


NOW THEREFORE the Parties agree as follows:

1. The above recitals are true and form part of the terms of this Memorandum of Agreement.
2. Any Engineered/Laminate Flooring required to be installed by way of nail and click by Pieceworkers/Subcontractors who are engaged by the Employer under Schedule "E" of the Collective Agreement shall be paid at the rate per square foot set out below, plus taxes and any other remittances required by the Collective Agreement or by statute:

Product	January 1, 2020	May 1, 2020	May 1, 2021
Engineered/Laminate (Nail and Click)	\$1.28	\$1.31	\$1.33

- 3. This Memorandum of Agreement may be executed in any number counterparts and delivered via facsimile or email, it being understood that all counterparts constitute one binding agreement.

Signed and dated at TORONTO this 29TH day of January 2020.



LIUNA, LOCAL 183

JOE TERBIGNI

Print Name

Signed and dated at VAUGHAN this 24th day of ~~January~~ FEBRUARY 2020.



QUALITY STERLING GROUP
I have authority to bind the Employer

JOHN PACIONE

Print Name

This is **Exhibit "H"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



- Visit FSRA website
- Français

Pension Plan # 0573188

Rules and Regulations of the LiUNA Pension Fund of Central and Eastern Canada

Detail Name	Detail Value
Registration Number:	0573188
Effective Date:	Saturday, May 01, 1971
Fiscal Year End:	December 31
Plan Type:	Multi-Employer
Benefit Type:	Defined Benefit
Total Active Members:	57,607
Public Service Plan:	No
FSRA Contact Centre:	Phone: 416-250-7250 TTY: 416-590-7108 Toll-free TTY: 1-800-387-0584 Email: contactcentre@fsrao.ca
Sponsor:	LiUNA Pension Fund of Central and Eastern Canada 1315 North Service Road E, 6th Floor, Oakville, ON L6H1A7
Custodian:	The Northern Trust Company 1910-145 King Street West, Toronto, ON M5H1J8
Administrator:	The Trustees of LiUNA Pension Fund of Central and Eastern Canada 1315 North Service Road E, 6th Floor, Oakville, ON L6H1A7

New Search

Plan Details

Filings

Transactions

- Subscribe to our mailing list
-

- Français
- Accessibility
- Terms of use

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This is **Exhibit "I"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Employer's Contribution Report

Account Name:	Sterling Tile	Plan Name:	Labourers' Local 183 Members Benefit Fund
Company Address:	505 Cityview Blvd Unit 1 Vaughan, ON L4H 0L8 CA	Agreement:	The Residential Tile Contractors (Association)
Phone:	905-585-4800	Account #:	400-4347-0015
Email:	MBAPTISTA@QSG.CA	Submission ID:	
Primary Contact:	Virginia Rafiee	Work Month:	June, 2023

Last Name	First Name	Member ID	Union ID	Working Dues	Hours Worked	Hours Earned	Gross Wages	10% Vacation Pay	Monthly Dues	Job Classification
Banjavcic	Marc	***_**4-738	1211070							
Bickram Singh	Rishi	***_**0-884	1116282							
Canto	Giuseppe	***_**5-802	1214818							
Cugno	Jesse	***_**5-987	1214753							
Dicintio	Jonathan	***_**9-990								
Henderson	Cameron	***_**5-747	1206692							
Kryeziu	Bekim	***_**9-561	1151545							
Morgani	Fabio	***_**3-572	1069575							
Reinosa	Paul	***_**4-389	1054501							
Rizkalla	Marc	***_**0-842	1214293							
Rizkalla	Christian	***_**0-792	1211968							

** PLEASE SEE ATTACHED **

Employer's Contribution Report

Remittance Summary For: 400-4347-0015

Work Month: June, 2023

Agreement: The Residential Tile Contractors (Association)

Total Gross Wages: 68,493.42 Total Hours Worked: 1715.00

Total Hours Earned: _____

Section A				
Fund Name	Amount	Rate	Calculation Type	Total
Health & Welfare		\$ 4.5000	Hours Worked	\$ 7,717.50
Retiree Fund		\$ 0.9722	Hours Worked	\$ 1,667.32
Training		\$ 0.1500	Hours Worked	\$ 257.25
Industry 13%		\$ 0.0565	Hours Worked	\$ 96.90
Prepaid Legal		\$ 0.1000	Hours Worked	\$ 171.50
Promotion		\$ 0.2000	Hours Worked	\$ 343.00
Retail Sales Tax - Retiree		8.0000%	Tax	\$ 617.40
Retail Sales Tax - Welfare		8.0000%	Tax	\$ 133.39
Vacation Pay (Gross Wages)		10.0000%	Percentage - Gross Wages	\$ 6,849.34
Previous Outstanding Balance:				\$0.00
Interest Balance Outstanding:				\$0.00
Cheque A - Total Payable				\$ 17,853.60

Please remit cheque and copy of this remittance by no later than July 15, 2023 to:

LiUNA Local 183 Members Benefit Fund
 1263 Wilson Ave Suite 205, North York, ON M3M 3G2

Employer's Contribution Report

Section B			
Fund Name	Amount	Rate	Total
Working Dues		X 3.0000%	\$ 2,054.80
Monthly Dues		X \$ 41.0000	\$ 369.00
			2,423.80
Cheque B - Total Payable	OVERPAYMENT LAST MONTH (-41.00)		\$ 2,382.80
Please remit cheque and copy of this remittance by no later than July 15, 2023 to:			
LiUNA Local 183 1263 Wilson Ave Suite 100, North York, ON M3M 3G3			

#1940187 1947905

Section C			
Fund Name	Amount	Rate	Total
OPDC		X \$ 0.1500	\$ 11,679.15
CECOF		X \$ 0.2500	\$ 428.75
Pension		X \$ 6.8100	\$ 257.25
Cheque C - Total Payable			\$ 12,365.15
Please remit cheque and copy of this remittance by no later than July 15, 2023 to:			
LiUNA Pension Fund Of Central & Eastern Canada P.O. Box 9002, Lakeshore West Po, Oakville, ON L6K 0G1			

Important: Remittance and payment must reach the Administration office no later than date specified in the Collective Agreement.

COMMENTS: _____

TC0006

Sterling Tile
 505 Cityview Blvd Unit 1
 Vaughan, ON
 L4H 0L8 CA

Completed By: MARIA BAPTISTA
 Email: MBAPTISTA@QSG.CA
 Phone: 905 585 4800 EXT 235

ACCOUNTING
 JUL 17 2023
 RECEIVED

<u>Dept</u> 183	<u>Last Name</u>	<u>First</u> <u>Name</u>	<u>Gross Wages</u>	<u>Total Hours</u>	<u>WORKING DUES</u>	<u>Regular Dues</u>
183	Banjavcic	Mark	\$ 4,452.66	141.00	\$ 133.58	\$ 41.00
183	Bickram Singh	Rishi	\$ 8,017.20	204.00	\$ 240.52	\$ 41.00
183	Cugno	Jesse	\$ 6,909.54	187.00	\$ 207.29	\$ 41.00
183	Dicino	Jonathan	\$ 10,815.54	252.00	\$ 324.47	\$ 41.00
183	Gisonni	Matteo	\$ 1,454.40	40.00	\$ 43.63	\$ 41.00
183	Henderson	Cameron	\$ 8,944.32	226.00	\$ 268.33	\$ 41.00
183	Kryeziu	Bekim	\$ 10,592.40	230.00	\$ 317.77	\$ 41.00
183	Morgani	Fabio	\$ 9,162.72	226.00	\$ 274.88	\$ 41.00
183	Rizkalla	Marc	\$ 8,144.64	209.00	\$ 244.34	\$ 41.00
			\$ 68,493.42	\$ 1,715.00	\$ 2,054.80	\$ 369.00

NEW SERVICE TECH :

GISONNI MATTEO SIN#



QUALITY RUGS OF CANADA LIMITED
DBA QUALITY STERLING GROUP

212
L-609

JUNE 2023

2023-06-30

L.I.U.N.A. LOCAL 183

2,423.80

0.00

CHEQUE NO.

179574

2023-07-15

2,423.80

2,423.80

0.00

2,423.80

This is **Exhibit "J"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



Tile Sector Main Contractor Remittance Form

Work Month

JUNE

Main Contractor Information

Attachments

Name: QUALITY STERLING GROUP
 Address: 505 CITYVIEW BLVD, UNIT H11
 City, Province, Postal Code: VAUGHAN ON, L4H 0L8
 Phone, Fax: 905 585 4800 / 905 585 4801

Attached are **gold** copies of all invoices listed on this form which represent work invoiced during the month noted above.

MARIA BAPTISTA

Completed By

PHOTOCOPIES OF SUBCONTRACTOR / PIECEWORKER INVOICES ARE NOT ACCEPTABLE

Pieceworker Company Name

Pieceworker Company Name	Invoice #	Amount	20.75%
PLEASE SEE ATTACHMENTS			

LIUNA LOCAL 183
JUL 1 / 2023
RECEIVED

Lots Completed by Hourly Employees	Lot #	Scratch Concrete Tiles Service	Builder/Location
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	June - 22443
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	June - 22444
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	May - 22445
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	June INE IND/HST - 22446
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	July Held IND/HST - 22447
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Held nonunion IND/HST - 22448
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Subtotal	A	122,432.30
Retail Sales Tax (on box A)	B	2,832.59
Industry Fund (on box A) <small>Assoc. - 1%, Non-Assoc. - 5%</small>	C	1,224.32
Monthly Industry Amount <small>Assoc. - \$600, Non-Assoc. - \$750 Must be remitted, even if NIL</small>	D	600.00
H.S.T. (on boxes C & D)	E	237.16
Total		127,326.38

LIUNA Local 183, 1263 Wilson Ave. #100, Toronto, ON M3M 3G3
 Tel: (416)241-1183 Fax: (416) 241- 4436 Website: www.liuna183.ca

These Rates are Effective from February 1, 2023 to April 30, 2023

Mail Gold Copies of Remittance Form & Pieceworker Invoices To Above Address

Make Cheque Payable To:
LIUNA Local 183 PIO Clearing

QUALITY STERLING GROUP		
TILE PIECEWORKERS		UNION
LOCAL 183	Owner Name	Jun-23
1497179 ONTARIO LTD	Maceji Jamrog	16,512.16
1000379156 ONTARIO INC	Mikayil Ismayilov	11,808.96
ADA TILES	Adam Podolak	15,110.98
AG TILE	Alexander Giacomazzo	10,543.70
ALFISTI CONSTRUCTION	Ahmet Kural	18,795.64
BALTIC TILE	Kazimierz Podolak	8,410.07
C TILES CO.	Gheorge Candea	9,609.70
CROCOTILE TO	Vibicius Araujo Abreu	11,916.55
ELBA-TILE	Artur Qosja	3,366.87
ELYSIAN FLOORING	Jonathan Cruz	23,990.57
EMOX TILES	Emil Vaco	89,413.25
ESCALATOR TILE INC.	Dwayne Logan	8,836.30
Gabriel Cunha	Gabriel Cunha	10,790.51
G. P. STONE INC.	Pawel Rucinski	10,447.05
GS TILE	Stanislav Hermel	33,972.37
JERRY'S TILE INC	Fazad Rahaman	17,844.56
JOAO CAMPOS	Joao Campos	6,265.90
KF CONCRETE LTD.	Paulo Rodrigues	16,534.81
KUMRIA CLASSIC FLOORING	Ferdinant Kumria	15,423.98
MADEIRA CONCRETE & TILE	Carlos Oliveira	47,882.17
MARO FLOORING INC.	Robert Urbanski	73,719.92
N & A RENOVATIONS	Mohan Lalbachan	3,550.99
Q & R TILE & FLOORING INC	Qambar Ali Gadam	32,895.03
TIGER TILE	Ceylan Uckayabasi	13,508.73
T.M. CERAMIC	Antonino Mauceri	14,568.10
W.SODRE	Wesley de Almeida Sodre	23,208.57
VALDET BERISHA	Valdet Berisha	10,645.66
ZALIA CONTRACTING	Vilson Zanatta/Natalia Nogueira	30,462.07
		590,035.17
		Union Total
* Doesn't have a SIN Number. This is his Union ID number.		
Filtered Subtotal		590,035.17

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
446817	ALFISTI CONSTRUCTION LTD.	81017	81500-3	2023-06-17	2024	01	AP-IN	3,653.90		3,653.90
446819	ALFISTI CONSTRUCTION LTD.	81177	81663-1	2023-06-24	2024	01	AP-IN	11,805.60		11,805.60
								18,795.64	0.00	18,795.64
444406	BALTIC TILE	80755	81145-6	2023-06-03	2024	01	AP-IN	3,549.49		3,549.49
444410	BALTIC TILE	80868	81351-2	2023-06-10	2024	01	AP-IN	1,875.04		1,875.04
444411	BALTIC TILE	81017	81500-2	2023-06-17	2024	01	AP-IN	2,985.54		2,985.54
								8,410.07	0.00	8,410.07
448481	C TILES CO.	80755	81145-45	2023-06-03	2024	01	AP-IN June/June	1,591.90		1,591.90
448483	C TILES CO.	81017	81500-47	2023-06-17	2024	01	AP-IN June/June	1,858.80		1,858.80
448484	C TILES CO.	81177	81663-52	2023-06-24	2024	01	AP-IN June/June	3,087.15		3,087.15
448485	C TILES CO.	81315	81801-4	2023-06-30	2024	01	AP-IN July/Heid	3,071.85		3,071.85
								9,609.70	0.00	9,609.70
446472	CROCOTILE TO	80755	81145-8	2023-06-03	2024	01	AP-IN	2,476.25		2,476.25
446471	CROCOTILE TO	80868	81351-4	2023-06-10	2024	01	AP-IN	3,710.60		3,710.60
446468	CROCOTILE TO	81017	81500-5	2023-06-17	2024	01	AP-IN	3,288.55		3,288.55
446466	CROCOTILE TO	81315	81801-6	2023-06-30	2024	01	AP-IN	196.00		196.00
446469	CROCOTILE TO	81315	81801-7	2023-06-30	2024	01	AP-IN	2,245.15		2,245.15
								11,916.55	0.00	11,916.55
443825	ELBA-TILE	80755	81145-10	2023-06-03	2024	01	AP-IN may	1,621.42		1,621.42
443826	ELBA-TILE	80755	81145-12	2023-06-03	2024	01	AP-IN may	1,745.45		1,745.45
								3,366.87	0.00	3,366.87
446301	ELYSIAN FLOORING	80755	81145-47	2023-06-03	2024	01	AP-IN	4,284.89		4,284.89
446302	ELYSIAN FLOORING	80755	81145-49	2023-06-03	2024	01	AP-IN	776.00		776.00
440139	ELYSIAN FLOORING	80868	81351-7	2023-06-10	2024	01	AP-IN	3,634.39		3,634.39
446300	ELYSIAN FLOORING	81017	81500-8	2023-06-17	2024	01	AP-IN	5,639.20		5,639.20
446303	ELYSIAN FLOORING	81017	81500-10	2023-06-17	2024	01	AP-IN	4,362.34		4,362.34
446304	ELYSIAN FLOORING	81315	81801-13	2023-06-30	2024	01	AP-IN	3,843.85		3,843.85
446305	ELYSIAN FLOORING	81315	81801-15	2023-06-30	2024	01	AP-IN	1,449.90		1,449.90
								23,990.57	0.00	23,990.57
447289	EMOX TILES	80755	81145-14	2023-06-03	2024	01	AP-IN may	9,656.85		9,656.85
447288	EMOX TILES	80755	81145-15	2023-06-03	2024	01	AP-IN may	3,914.15		3,914.15

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
447292	EMOX TILES	80868	81351-5	2023-06-10	2024	01	AP-IN	7,259.70		7,259.70
447293	EMOX TILES	80868	81351-6	2023-06-10	2024	01	AP-IN	6,633.15		6,633.15
447290	EMOX TILES	81017	81500-6	2023-06-17	2024	01	AP-IN	2,618.25		2,618.25
447291	EMOX TILES	81017	81500-7	2023-06-17	2024	01	AP-IN	17,401.85		17,401.85
447294	EMOX TILES	81177	81663-3	2023-06-24	2024	01	AP-IN	16,005.90		16,005.90
447295	EMOX TILES	81177	81663-4	2023-06-24	2024	01	AP-IN	3,293.95		3,293.95
447296	EMOX TILES	81315	81801-8	2023-06-30	2024	01	AP-IN	1,620.00		1,620.00
447297	EMOX TILES	81315	81801-9	2023-06-30	2024	01	AP-IN	2,641.10		2,641.10
447298	EMOX TILES	81315	81801-10	2023-06-30	2024	01	AP-IN	6,530.25		6,530.25
447299	EMOX TILES	81315	81801-11	2023-06-30	2024	01	AP-IN	5,078.10		5,078.10
449680	EMOX TILES	81315	81801-12	2023-06-30	2024	01	AP-IN	6,760.00		6,760.00
								89,413.25	0.00	89,413.25
444831	ESCALATOR TILE INC.	80868	81351-9	2023-06-10	2024	01	AP-IN	1,805.90		1,805.90
444832	ESCALATOR TILE INC.	80868	81351-10	2023-06-10	2024	01	AP-IN	2,953.10		2,953.10
444833	ESCALATOR TILE INC.	81177	81663-54	2023-06-24	2024	01	AP-IN	4,077.30		4,077.30
								8,836.30	0.00	8,836.30
443694	G. P. STONE INC.	80868	81351-12	2023-06-10	2024	01	AP-IN	2,884.75		2,884.75
443695	G. P. STONE INC.	80868	81351-13	2023-06-10	2024	01	AP-IN	1,689.10		1,689.10
443696	G. P. STONE INC.	81177	81663-5	2023-06-24	2024	01	AP-IN	3,882.50		3,882.50
443697	G. P. STONE INC.	81177	81663-7	2023-06-24	2024	01	AP-IN	1,990.70		1,990.70
								10,447.05	0.00	10,447.05
17	Gabriel Cunha	80868	81351-14	2023-06-10	2024	01	AP-IN Held non union	1,735.70		1,735.70
18	Gabriel Cunha	80868	81351-15	2023-06-10	2024	01	AP-IN Held non Union	590.30		590.30
19	Gabriel Cunha	80868	81351-16	2023-06-10	2024	01	AP-IN Held non union	687.63		687.63
446630	Gabriel Cunha	81177	81663-9	2023-06-24	2024	01	AP-IN	552.00		552.00
446631	Gabriel Cunha	81177	81663-10	2023-06-24	2024	01	AP-IN	389.79		389.79
446632	Gabriel Cunha	81177	81663-11	2023-06-24	2024	01	AP-IN	228.39		228.39
446633	Gabriel Cunha	81177	81663-12	2023-06-24	2024	01	AP-IN	6,606.70		6,606.70
								10,790.51	0.00	10,790.51
447074	GS TILE	80755	81145-16	2023-06-03	2024	01	AP-IN may	3,298.64		3,298.64
447075	GS TILE	80755	81145-17	2023-06-03	2024	01	AP-IN may	1,960.00		1,960.00
447076	GS TILE	80755	81145-18	2023-06-03	2024	01	AP-IN may	2,329.65		2,329.65
447077	GS TILE	80755	81145-19	2023-06-03	2024	01	AP-IN	2,286.19		2,286.19

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
447078	GS TILE	80868	81351-17	2023-06-10	2024	01	AP-IN	1,778.55		1,778.55
447079	GS TILE	80868	81351-18	2023-06-10	2024	01	AP-IN	2,475.45		2,475.45
448880	GS TILE	80868	81351-19	2023-06-10	2024	01	AP-IN	5,340.41		5,340.41
448883	GS TILE	81017	81500-12	2023-06-17	2024	01	AP-IN	4,446.50		4,446.50
448884	GS TILE	81017	81500-13	2023-06-17	2024	01	AP-IN	3,137.75		3,137.75
448886	GS TILE	81177	81663-13	2023-06-24	2024	01	AP-IN	3,958.94		3,958.94
448890	GS TILE	81315	81801-17	2023-06-30	2024	01	AP-IN	2,960.29		2,960.29
								33,972.37	0.00	33,972.37
449000	JERRY'S TILE INC	80755	81145-51	2023-06-03	2024	01	AP-IN	6,886.85		6,886.85
449001	JERRY'S TILE INC	80868	81351-20	2023-06-10	2024	01	AP-IN	1,576.53		1,576.53
449002	JERRY'S TILE INC	81017	81500-14	2023-06-17	2024	01	AP-IN	900.00		900.00
449007	JERRY'S TILE INC	81315	81801-18	2023-06-30	2024	01	AP-IN July Held	2,181.18		2,181.18
449008	JERRY'S TILE INC	81315	81801-19	2023-06-30	2024	01	AP-IN July Held	6,300.00		6,300.00
								17,844.56	0.00	17,844.56
446329	JOAO CAMPOS	80755	81145-20	2023-06-03	2024	01	AP-IN	907.50		907.50
446330	JOAO CAMPOS	80868	81351-21	2023-06-10	2024	01	AP-IN	1,512.50		1,512.50
446331	JOAO CAMPOS	81017	81500-15	2023-06-17	2024	01	AP-IN	825.50		825.50
446332	JOAO CAMPOS	81177	81663-14	2023-06-24	2024	01	AP-IN	1,421.50		1,421.50
446333	JOAO CAMPOS	81315	81801-20	2023-06-30	2024	01	AP-IN	1,598.90		1,598.90
								6,265.90	0.00	6,265.90
447345	K.F. CONCRETE	80755	81145-22	2023-06-03	2024	01	AP-IN	1,097.69		1,097.69
447346	K.F. CONCRETE	80755	81145-23	2023-06-03	2024	01	AP-IN June INE	498.50		498.50
447347	K.F. CONCRETE	80755	81145-24	2023-06-03	2024	01	AP-IN	701.99		701.99
447351	K.F. CONCRETE	80755	81145-25	2023-06-03	2024	01	AP-IN June INE	789.20		789.20
447353	K.F. CONCRETE	80868	81351-23	2023-06-10	2024	01	AP-IN	721.00		721.00
447359	K.F. CONCRETE	81017	81500-40	2023-06-17	2024	01	AP-IN	857.40		857.40
448180	K.F. CONCRETE	81017	81500-41	2023-06-17	2024	01	AP-IN	1,365.39		1,365.39
448181	K.F. CONCRETE	81017	81500-42	2023-06-17	2024	01	AP-IN	1,714.00		1,714.00
448182	K.F. CONCRETE	81017	81500-43	2023-06-17	2024	01	AP-IN	1,004.59		1,004.59
448183	K.F. CONCRETE	81017	81500-44	2023-06-17	2024	01	AP-IN	398.80		398.80
448184	K.F. CONCRETE	81017	81500-45	2023-06-17	2024	01	AP-IN	1,025.29		1,025.29
448186	K.F. CONCRETE	81017	81500-46	2023-06-17	2024	01	AP-IN	1,783.79		1,783.79
448187	K.F. CONCRETE	81177	81663-16	2023-06-24	2024	01	AP-IN	711.29		711.29
448189	K.F. CONCRETE	81177	81663-17	2023-06-24	2024	01	AP-IN June INE	682.59		682.59

QUALITY RUGS OF CANADA
Subcontractors

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
448190	K.F. CONCRETE	81315	81801-21	2023-06-30	2024	01	AP-IN	582.40		582.40
448192	K.F. CONCRETE	81315	81801-22	2023-06-30	2024	01	AP-IN	1,697.00		1,697.00
448194	K.F. CONCRETE	81315	81801-23	2023-06-30	2024	01	AP-IN	903.89		903.89
								16,534.81	0.00	16,534.81
448840	KUMRIA CLASSIC FLOORING	80755	81145-21	2023-06-03	2024	01	AP-IN	3,792.00		3,792.00
448841	KUMRIA CLASSIC FLOORING	80868	81351-22	2023-06-10	2024	01	AP-IN	3,920.00		3,920.00
448842	KUMRIA CLASSIC FLOORING	81017	81500-16	2023-06-17	2024	01	AP-IN	3,855.99		3,855.99
448843	KUMRIA CLASSIC FLOORING	81177	81663-15	2023-06-24	2024	01	AP-IN	3,855.99		3,855.99
								15,423.98	0.00	15,423.98
447249	MADEIRA CONCRETE & TILE INC	80868	81351-24	2023-06-10	2024	01	AP-IN	1,518.39		1,518.39
447250	MADEIRA CONCRETE & TILE INC	80868	81351-25	2023-06-10	2024	01	AP-IN	3,004.10		3,004.10
447251	MADEIRA CONCRETE & TILE INC	80868	81351-26	2023-06-10	2024	01	AP-IN	1,186.79		1,186.79
447252	MADEIRA CONCRETE & TILE INC	80868	81351-27	2023-06-10	2024	01	AP-IN	3,937.69		3,937.69
447253	MADEIRA CONCRETE & TILE INC	80868	81351-28	2023-06-10	2024	01	AP-IN	1,710.00		1,710.00
447254	MADEIRA CONCRETE & TILE INC	80868	81351-29	2023-06-10	2024	01	AP-IN	1,604.38		1,604.38
447255	MADEIRA CONCRETE & TILE INC	80868	81351-30	2023-06-10	2024	01	AP-IN	1,044.49		1,044.49
447256	MADEIRA CONCRETE & TILE INC	80868	81351-31	2023-06-10	2024	01	AP-IN	7,257.19		7,257.19
447257	MADEIRA CONCRETE & TILE INC	80868	81351-32	2023-06-10	2024	01	AP-IN	3,494.29		3,494.29
447258	MADEIRA CONCRETE & TILE INC	80868	81351-33	2023-06-10	2024	01	AP-IN	1,442.24		1,442.24
447259	MADEIRA CONCRETE & TILE INC	80868	81351-34	2023-06-10	2024	01	AP-IN	657.49		657.49
447237	MADEIRA CONCRETE & TILE INC	81177	81663-18	2023-06-24	2024	01	AP-IN	415.19		415.19
447238	MADEIRA CONCRETE & TILE INC	81177	81663-19	2023-06-24	2024	01	AP-IN	481.94		481.94
447239	MADEIRA CONCRETE & TILE INC	81177	81663-20	2023-06-24	2024	01	AP-IN	1,978.10		1,978.10
447240	MADEIRA CONCRETE & TILE INC	81177	81663-21	2023-06-24	2024	01	AP-IN	796.79		796.79
447241	MADEIRA CONCRETE & TILE INC	81177	81663-22	2023-06-24	2024	01	AP-IN	694.48		694.48
447242	MADEIRA CONCRETE & TILE INC	81177	81663-23	2023-06-24	2024	01	AP-IN	3,151.29		3,151.29
447243	MADEIRA CONCRETE & TILE INC	81177	81663-24	2023-06-24	2024	01	AP-IN	1,660.34		1,660.34
447244	MADEIRA CONCRETE & TILE INC	81177	81663-25	2023-06-24	2024	01	AP-IN	5,389.14		5,389.14
447245	MADEIRA CONCRETE & TILE INC	81177	81663-26	2023-06-24	2024	01	AP-IN	2,392.48		2,392.48
447246	MADEIRA CONCRETE & TILE INC	81177	81663-27	2023-06-24	2024	01	AP-IN	2,292.29		2,292.29
447247	MADEIRA CONCRETE & TILE INC	81177	81663-28	2023-06-24	2024	01	AP-IN	572.59		572.59
447248	MADEIRA CONCRETE & TILE INC	81177	81663-29	2023-06-24	2024	01	AP-IN	1,200.49		1,200.49
								47,882.17	0.00	47,882.17
444726	MARO FLOORING INC.	80755	81145-52	2023-06-03	2024	01	AP-IN	13,733.95		13,733.95

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
444727	MARO FLOORING INC.	80868	81351-35	2023-06-10	2024	01	AP-IN	13,840.04		13,840.04
444728	MARO FLOORING INC.	81017	81500-17	2023-06-17	2024	01	AP-IN	15,868.24		15,868.24
444729	MARO FLOORING INC.	81177	81663-30	2023-06-24	2024	01	AP-IN	14,062.04		14,062.04
444730	MARO FLOORING INC.	81315	81801-24	2023-06-30	2024	01	AP-IN	16,215.65		16,215.65
								73,719.92	0.00	73,719.92
434017	N & A RENOVATIONS	81177	81663-32	2023-06-24	2024	01	AP-IN	2,911.00		2,911.00
434018	N & A RENOVATIONS	81177	81663-33	2023-06-24	2024	01	AP-IN	639.99		639.99
								3,550.99	0.00	3,550.99
447404	Q & R TILE & FLOORING INC.	80755	81145-27	2023-06-03	2024	01	AP-IN	3,930.25		3,930.25
447405	Q & R TILE & FLOORING INC.	80755	81145-28	2023-06-03	2024	01	AP-IN	6,174.75		6,174.75
447406	Q & R TILE & FLOORING INC.	80868	81351-39	2023-06-10	2024	01	AP-IN	6,099.19		6,099.19
447407	Q & R TILE & FLOORING INC.	81017	81500-23	2023-06-17	2024	01	AP-IN	4,408.45		4,408.45
447408	Q & R TILE & FLOORING INC.	81315	81801-30	2023-06-30	2024	01	AP-IN	7,449.90		7,449.90
447409	Q & R TILE & FLOORING INC.	81315	81801-32	2023-06-30	2024	01	AP-IN	4,832.49		4,832.49
								32,895.03	0.00	32,895.03
440357	T.M. CERAMIC	80755	81145-53	2023-06-03	2024	01	AP-IN	2,957.50		2,957.50
449199	T.M. CERAMIC	81017	81500-49	2023-06-17	2024	01	AP-IN	4,657.53		4,657.53
449180	T.M. CERAMIC	81177	81663-55	2023-06-24	2024	01	AP-IN	4,340.88		4,340.88
449198	T.M. CERAMIC	81315	81801-34	2023-06-30	2024	01	AP-IN	2,612.19		2,612.19
								14,568.10	0.00	14,568.10
444268	TIGER TILE	80755	81145-55	2023-06-03	2024	01	AP-IN	2,605.95		2,605.95
444269	TIGER TILE	80868	81351-41	2023-06-10	2024	01	AP-IN	2,988.74		2,988.74
444270	TIGER TILE	81017	81500-51	2023-06-17	2024	01	AP-IN	3,242.79		3,242.79
444271	TIGER TILE	81177	81663-57	2023-06-24	2024	01	AP-IN	4,671.25		4,671.25
								13,508.73	0.00	13,508.73
443671	VALDET BERISHA	80755	81145-30	2023-06-03	2024	01	AP-IN	1,067.49		1,067.49
443670	VALDET BERISHA	80755	81145-31	2023-06-03	2024	01	AP-IN	1,282.99		1,282.99
443672	VALDET BERISHA	81017	81500-25	2023-06-17	2024	01	AP-IN	2,208.49		2,208.49
443673	VALDET BERISHA	81017	81500-26	2023-06-17	2024	01	AP-IN	1,444.10		1,444.10
443674	VALDET BERISHA	81177	81663-37	2023-06-24	2024	01	AP-IN	2,165.60		2,165.60
443675	VALDET BERISHA	81315	81801-36	2023-06-30	2024	01	AP-IN	2,476.99		2,476.99

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may


July Held

July Held

Account Number/ Reference	Description	Post Seq.	Batch - Entry	Date	Year	Prd.	Source Code	Debits	Credits	Net Change
								<u>10,645.66</u>	<u>0.00</u>	<u>10,645.66</u>
442011	W. SODRE	80868	81351-43	2023-06-10	2024	01	AP-IN	1,379.00		1,379.00
442012	W. SODRE	80868	81351-45	2023-06-10	2024	01	AP-IN	6,916.25		6,916.25
442013	W. SODRE	80868	81351-46	2023-06-10	2024	01	AP-IN	6,814.54		6,814.54
442014	W. SODRE	80868	81351-47	2023-06-10	2024	01	AP-IN	3,401.14		3,401.14
442015	W. SODRE	81177	81663-38	2023-06-24	2024	01	AP-IN	4,697.64		4,697.64
								<u>23,208.57</u>	<u>0.00</u>	<u>23,208.57</u>
444217	ZALIA CONTRACTING	80755	81145-32	2023-06-03	2024	01	AP-IN	6,967.70		6,967.70
444218	ZALIA CONTRACTING	80755	81145-33	2023-06-03	2024	01	AP-IN	2,802.34		2,802.34
444219	ZALIA CONTRACTING	80755	81145-34	2023-06-03	2024	01	AP-IN	328.59		328.59
449580	ZALIA CONTRACTING	80868	81351-48	2023-06-10	2024	01	AP-IN	2,687.40		2,687.40
449581	ZALIA CONTRACTING	81017	81500-27	2023-06-17	2024	01	AP-IN	3,899.59		3,899.59
449582	ZALIA CONTRACTING	81177	81663-39	2023-06-24	2024	01	AP-IN	10,681.80		10,681.80
449583	ZALIA CONTRACTING	81315	81801-37	2023-06-30	2024	01	AP-IN	568.25		568.25
449584	ZALIA CONTRACTING	81315	81801-38	2023-06-30	2024	01	AP-IN	2,526.40		2,526.40
								<u>30,462.07</u>	<u>0.00</u>	<u>30,462.07</u>
	Total: TILE SUB - LOCAL183							<u>590,035.17</u>	<u>0.00</u>	<u>590,035.17</u>

174 transactions printed

223
QUALITY RUGS OF CANADA LIMITED
DBA QUALITY STERLING GROUP
505 CITYVIEW BLVD., UNIT 1
VAUGHAN, ON L4H 0L8
Tel: (905) 585-4800

TD CANADA TRUST
KEELE & STEELES
2300 STEELES AVE. W., SUITE 100
VAUGHAN, ON L4K 5X6
14822-004


179573

DATE 2 0 2 3 0 7 1 5
Y Y Y Y M M D D

PAY ***One Hundred Twenty-Seven Thousand Three Hundred Twenty-Six and 38/100 Dollar

***127,326.38

TO THE
ORDER
OF

LIUNA LOCAL 183 PIO CLEARING
1263 WILSON AVENUE
SUITE 100
TORONTO, ONTARIO M3M 3G3

QUALITY RUGS OF CANADA LIMITED
DBA QUALITY STERLING GROUP

PER 

PER 

⑈ 179573⑈ ⑆09612⑈004⑆

⑈ 13045⑈

SECURITY FEATURES INCLUDED - SEE REVERSE

This is **Exhibit "K"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Statement of Account

183 Toronto
 Jack Oliveira

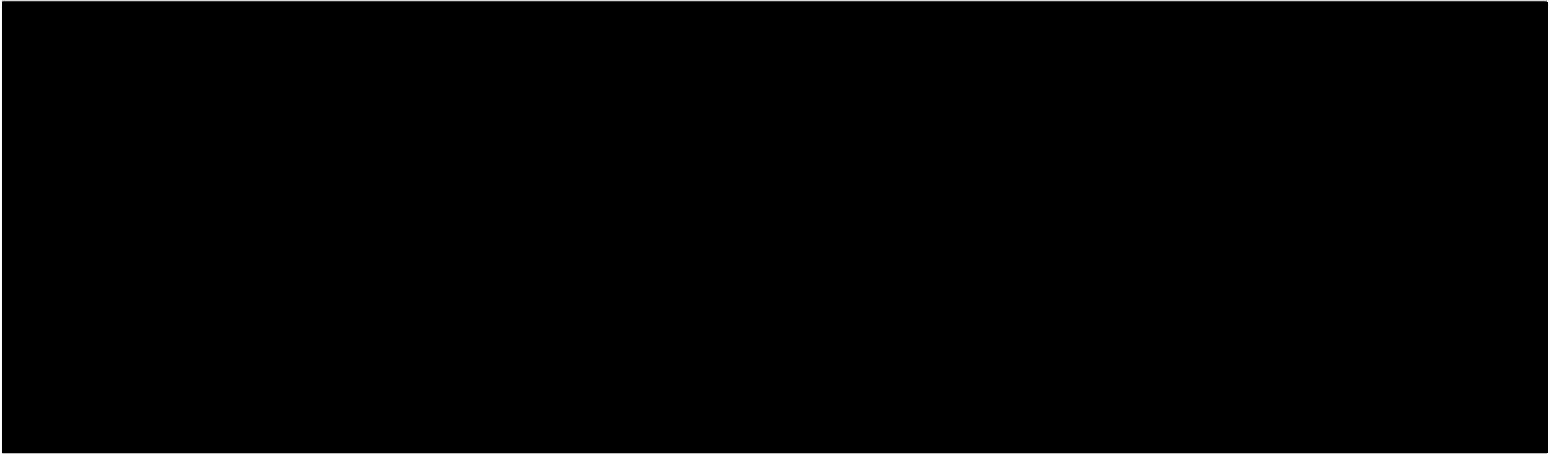
Issue Date: 2023-Aug-15
 Employer Name: Sterling Tile
 Employer #: 07879 001
 Agreement: Tile Setters

Our records indicate that your profile has met the following criteria:

Shortage

Payment for amount below is due immediately

Work Period	Fund	Shortage	Reason	LPF Explanation
2022-Oct-01	Pension	603.90	Hours Calc	Paid on 770.5 hours but should have been paid on 860.5 hours resulting in shortage
2022-Oct-01	CECOF	22.50	Hours Calc	Paid on 770.5 hours but should have been paid on 860.5 hours resulting in shortage
2022-Oct-01	OPDC	13.51	Hours Calc	Paid on 770.5 hours but should have been paid on 860.5 hours resulting in shortage
2022-Sep-01	Pension	1,335.29	Hours Calc	Paid on 735 hours but should have been paid on 934 hours resulting in shortage
2022-Sep-01	CECOF	49.75	Hours Calc	Paid on 735 hours but should have been paid on 934 hours resulting in shortage
2022-Sep-01	OPDC	29.85	Hours Calc	Paid on 735 hours but should have been paid on 934 hours resulting in shortage
2022-May-01	Pension	28.60	Rate Increase	
Total		2,083.40		



This is **Exhibit "L"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Employer's Contribution Report

Remittance Summary For: 400-4347-0015

Work Month: July, 2023

Agreement: The Residential Tile Contractors (Association)

Total Gross Wages: 53,793.90 Total Hours Worked: 1,336.00

Total Hours Earned: 53,793.90

Section A				
Fund Name	Amount	Rate	Calculation Type	Total
Health & Welfare		\$ 4.5000	Hours Worked	\$ 6,012.00
Retiree Fund		\$ 0.9722	Hours Worked	\$ 1,298.86
Training		\$ 0.1500	Hours Worked	\$ 200.40
Industry 13%		\$ 0.0565	Hours Worked	\$ 75.48
Prepaid Legal		\$ 0.1000	Hours Worked	\$ 133.60
Promotion		\$ 0.2000	Hours Worked	\$ 267.20
Retail Sales Tax - Retiree		8.0000%	Tax	\$ 103.91
Retail Sales Tax - Welfare		8.0000%	Tax	\$ 480.96
Vacation Pay (Gross Wages)		10.0000%	Percentage - Gross Wages	\$ 5,379.39
Previous Outstanding Balance:				\$0.00
Interest Balance Outstanding:				\$0.00
Cheque A - Total Payable				\$ 13,951.80

Please remit cheque and copy of this remittance by no later than August 15, 2023 to:

LiUNA Local 183 Members Benefit Fund
 1263 Wilson Ave Suite 205, North York, ON M3M 3G2

Employer's Contribution Report

AUG 17 2023

Section B			
Fund Name	Amount	Rate	Total
Working Dues	53,793.90	X 3.0000%	\$ 1613.82
Monthly Dues	9	X \$ 41.0000	\$ 369.00
Cheque B - Total Payable			\$ 1982.82
Please remit cheque and copy of this remittance by no later than August 15, 2023 to: LiUNA Local 183 1263 Wilson Ave Suite 100, North York, ON M3M 3G3			

Section C			
Fund Name	Amount	Rate	Total
OPDC		X \$ 0.1500	\$ 200.40
CECOF		X \$ 0.2500	\$ 334.00
Pension		X \$ 6.8100	\$ 9,098.16
Cheque C - Total Payable			\$ 9,632.56
Please remit cheque and copy of this remittance by no later than August 15, 2023 to: LiUNA Pension Fund Of Central & Eastern Canada P.O. Box 9002, Lakeshore West Po, Oakville, ON L6K 0G1			

Important: Remittance and payment must reach the Administration office no later than date specified in the Collective Agreement.

COMMENTS: _____

Sterling Tile
 505 Cityview Blvd Unit 1
 Vaughan, ON
 L4H 0L8 CA

Completed By: MARIA BAPTISTA
 Email: MBAPTISTA@OSG.CA
 Phone: 905 585 4800 EXT 235


Wk Ending July 30/23

<u>Dept</u> <u>183</u>	<u>Last Name</u>	<u>First</u> <u>Name</u>	<u>Gross Wages</u>	<u>Total Hours</u>	<u>WORKING DUES</u>	<u>Regular Dues</u>
183	Banjavcic	Mark	\$ 7,691.58	179.00	\$ 230.75	\$ 41.00
183	Bickram Singh	Rishi	\$ 3,654.36	96.00	\$ 109.63	\$ 41.00
183	Cugno	Jesse	\$ 7,307.22	174.00	\$ 219.22	\$ 41.00
183	Dicino	Jonathan	\$ 7,817.40	187.00	\$ 234.52	\$ 41.00
183	Gisonni	Matteo	\$ 6,053.94	161.00	\$ 181.62	\$ 41.00
183	Henderson	Cameron	\$ 6,036.00	156.00	\$ 181.08	\$ 41.00
183	Kryeziu	Bekim	\$ 1,889.28	44.00	\$ 56.68	\$ 41.00
183	Morgani	Fabio	\$ 6,435.72	166.00	\$ 193.07	\$ 41.00
183	Rizkalla	Marc	\$ 6,908.40	173.00	\$ 207.25	\$ 41.00
			<u>\$ 53,793.90</u>	<u>\$ 1,336.00</u>	<u>\$ 1,613.82</u>	<u>\$ 369.00</u>

AUG 17 2023

PENSION PLAN ADMINISTRATORS
Wilson Office

QUALITY RUGS OF CANADA LIMITED
DBA QUALITY STERLING GROUP
 505 CITYVIEW BLVD., UNIT 1
 VAUGHAN, ON L4H 0L8
 Tel: (905) 585-4800

TD CANADA TRUST
 KEELE & STEELES
 2300 STEELES AVE. W., SUITE 100
 VAUGHAN, ON L4K 5X6
 14822-004




DATE 20230815
 Y Y Y M M D D

PAY ***Thirteen Thousand Nine Hundred Fifty-One and 80/100 Dollars

***13,951.80

TO THE ORDER OF
 LOCAL 183 MEMBERS BENEFIT FUND
 1263 WILSON AVENUE
 SUITE 205
 NORTH YORK, ONTARIO M3M 3G2

QUALITY RUGS OF CANADA LIMITED
 DBA QUALITY STERLING GROUP

PER 
 PER 

⑈ 179908 ⑈ ⑆ 096 1 2 ⑈ 004 ⑆

⑈ 13045 ⑈

QUALITY RUGS OF CANADA LIMITED
DBA QUALITY STERLING GROUP
 L-011

LOCAL 183 MEMBERS BENEFIT FUND

CHEQUE NO. 179908
 2023-08-15

JULY 2023 2023-07-29 13,951.80 0.00 13,951.80

13,951.80 0.00 13,951.80

This is **Exhibit "M"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

QUALITY RUGS OF CANADA LIMITED
DBA QUALITY RUGS STERLING GROUP

232
L-009

L.I.U.N.A. LOCAL 183

CHEQUE NO.

179906

JULY 2023

2023-07-29

1,982.82

0.00

2023-08-15

1,982.82

1,982.82

0.00

1,982.82



Labourers' Local 183 Members Benefit Fund

1263 Wilson Avenue Suite 205 North York, ON M3M 3G2 CA
 P:416-240-7480 F:416-240-7488 E:info@183membersbenefits.ca

Employer's Contribution Report

Section B			
Fund Name	Amount	Rate	Total
Working Dues	53,793.90	X 3.0000%	\$ 1613.82
Monthly Dues	9	X \$ 41.0000	\$ 369.00
Cheque B - Total Payable			\$ 1982.82 ✓
Please remit cheque and copy of this remittance by no later than August 15, 2023 to: LiUNA Local 183 1263 Wilson Ave Suite 100, North York, ON M3M 3G3			

1957821

Section C			
Fund Name	Amount	Rate	Total
OPDC		X \$ 0.1500	\$ 200.40
CECOF		X \$ 0.2500	\$ 334.00
Pension		X \$ 6.8100	\$ 9,098.16
Cheque C - Total Payable			\$ 9,632.56
Please remit cheque and copy of this remittance by no later than August 15, 2023 to: LiUNA Pension Fund Of Central & Eastern Canada P.O. Box 9002, Lakeshore West Po, Oakville, ON L6K 0G1			

Important: Remittance and payment must reach the Administration office no later than date specified in the Collective Agreement.

COMMENTS: _____

Sterling Tile
 505 Cityview Blvd Unit 1
 Vaughan, ON
 L4H 0L8 CA

Completed By: MARIA BAPTISTA
 Email: MBAPTISTA@OSG.CA
 Phone: 905 585 4800 EXT 235

TC 0006
ACCOUNTING
 AUG 18 2023
RECEIVED

Wk Ending July 30/23

<u>Dept</u>	<u>Last Name</u>	<u>First Name</u>	<u>Gross Wages</u>	<u>Total Hours</u>	<u>WORKING DUES</u>	<u>Regular Dues</u>
183	Banjavcic	Mark	\$ 7,691.58	179.00	\$ 230.75	\$ 41.00
183	Bickram Singh	Rishi	\$ 3,654.36	96.00	\$ 109.63	\$ 41.00
183	Cugno	Jesse	\$ 7,307.22	174.00	\$ 219.22	\$ 41.00
183	Dicino	Jonathan	\$ 7,817.40	187.00	\$ 234.52	\$ 41.00
183	Gisonni	Matteo	\$ 6,053.94	161.00	\$ 181.62	\$ 41.00
183	Henderson	Cameron	\$ 6,036.00	156.00	\$ 181.08	\$ 41.00
183	Kryeziu	Bekim	\$ 1,889.28	44.00	\$ 56.68	\$ 41.00
183	Morgani	Fabio	\$ 6,435.72	166.00	\$ 193.07	\$ 41.00
183	Rizkalla	Marc	\$ 6,908.40	173.00	\$ 207.25	\$ 41.00
			<u>\$ 53,793.90</u>	<u>\$ 1,336.00</u>	<u>\$ 1,613.82</u>	<u>\$ 369.00</u>

RECEIVED
 -08-17 2023
 C.C.O.

Employer's Contribution Report

Account Name:	Sterling Tile	Plan Name:	Labourers' Local 183 Members Benefit Fund
Company Address:	505 Cityview Blvd Unit 1 Vaughan, ON L4H 0L8 CA	Agreement:	The Residential Tile Contractors (Association)
Phone:	905-585-4800	Account #:	400-4347-0015
Email:	MBAPTISTA@QSG.CA	Submission ID:	
Primary Contact:	Virginia Rafiee	Work Month:	July, 2023

Last Name	First Name	Member ID	Union ID	Working Dues	Hours Worked	Hours Earned	Gross Wages	10% Vacation Pay	Monthly Dues	Job Classification
Banjavcic	Marc	***_**4-738	1211070							
Bickram Singh	Rishi	***_**0-884	1116282							
Canto	Giuseppe	***_**5-802	1214818							
Cugno	Jesse	***_**5-987	1214753							
Dicintio	Jonathan	***_**9-990								
Gisonni	Matteo	***_**5-806								
Henderson	Cameron	***_**5-747	1206692							
Kryeziu	Bekim	***_**9-561	1151545							
Morgani	Fabio	***_**3-572	1069575							
Reinoso	Paul	***_**4-389	1054501							
Rizkalla	Marc	***_**0-842	1214293							
Rizkalla	Christian	***_**0-792	1211968							

* PLEASE
 SEE ATTACHED *

This is **Exhibit "N"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



Labourers' Local 183 Members Benefit Fund
 1263 Wilson Avenue Suite 205 North York, ON M3M 3G2 CA
 P:416-240-7480 F:416-240-7488 E:info@183membersbenefits.ca
Employer's Contribution Report

Fund Name	Amount	Rate	Total
Working Dues	53,793.90	X 3.0000%	\$ 1,613.82
Monthly Dues	9	X \$ 41.0000	\$ 369.00
Cheque B - Total Payable			\$ 1,982.82

Please remit cheque and copy of this remittance by no later than August 15, 2023 to:
LIUNA Local 183
 1263 Wilson Ave Suite 100, North York, ON M3M 3G3

Fund Name	Amount	Rate	Total
OPDC		X \$ 0.1500	\$ 200.40
CECOF		X \$ 0.2500	\$ 334.00
Pension		X \$ 6.8100	\$ 9,098.16
Cheque C - Total Payable			\$ 9,632.56

Please remit cheque and copy of this remittance by no later than August 15, 2023 to:
LIUNA Pension Fund Of Central & Eastern Canada
 P.O. Box 9002, Lakeshore West Po, Oakville, ON L6K 0G1

Important: Remittance and payment must reach the Administration office no later than date specified in the Collective Agreement.

COMMENTS: _____

Sterling Tile
 505 Cityview Blvd Unit 1
 Vaughan, ON
 L4H 0L8 CA

Completed By: MARIA BAPTISTA
 Email: MBAPTISTA@QSG.CA
 Phone: 905 585 4800 EXT 235

RECEIVED
 AUG 21 2023

Wk Ending July 30/23

<u>Dept</u> <u>183</u>	<u>Last Name</u>	<u>First</u> <u>Name</u>	<u>Gross Wages</u>	<u>Total Hours</u>	<u>WORKING DUES</u>	<u>Regular Dues</u>
183	Banjavcic	Mark	\$ 7,691.58	179.00	\$ 230.75	\$ 41.00
183	Bickramsingh	Rishi	\$ 3,654.36	96.00	\$ 109.63	\$ 41.00
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183	Morgani	Fabio	\$ 6,435.72	166.00	\$ 193.07	\$ 41.00
183	Rizkalla	Marc	\$ 6,908.40	173.00	\$ 207.25	\$ 41.00
			\$ 53,793.90	\$ 1,336.00	\$ 1,613.82	\$ 369.00

RECEIVED

AUG 7 1 2023

Employer's Contribution Report

Account Name:	Sterling Tile	Plan Name:	Labourers' Local 183 Members Benefit Fund
Company Address:	505 Cityview Blvd Unit 1 Vaughan, ON L4H 0L8 CA	Agreement:	The Residential Tile Contractors (Association)
Phone:	905-585-4800	Account #:	400-4347-0015
Email:	MBAPTISTA@QSG.CA	Submission ID:	
Primary Contact:	Virginia Rafiee	Work Month:	July, 2023

Last Name	First Name	Member ID	Union ID	Working Dues	Hours Worked	Hours Earned	Gross Wages	10% Vacation Pay	Monthly Dues	Job Classification
Banjavcic	Marc	***-**-4-738	1211070							
Bickram Singh	Rishi	***-**-0-884	1116282							
Canto	Giuseppe	***-**-5-802	1214818							
Cugno	Jesse	***-**-5-987	1214753							
Dicintio	Jonathan	***-**-9-990								
Gisonni	Matteo	***-**-5-806								
Henderson	Cameron	***-**-5-747	1206692							
Kryeziu	Bekim	***-**-9-561	1151545							
Morgani	Fabio	***-**-3-572	1069575							
Reinoso	Paul	***-**-4-389	1054501							
Rizkalla	Marc	***-**-0-842	1214293							
Rizkalla	Christian	***-**-0-792	1211968							

NO PLEASE SEE ATTACHED *

RECEIVED
 AUG 21 2023



Labourers' Local 183 Members Benefit Fund

1263 Wilson Avenue Suite 205 North York, ON M3M 3G2 CA
 P:416-240-7480 F:416-240-7488 E:info@183membersbenefits.ca

Employer's Contribution Report

Remittance Summary For: 400-4347-0015

Work Month: July, 2023

Agreement: The Residential Tile Contractors (Association)

Total Gross Wages: 53,793.90 Total Hours Worked: 1,336.00

Total Hours Earned: 53,793.90

Section A				
Fund Name	Amount	Rate	Calculation Type	Total
Health & Welfare		\$ 4.5000	Hours Worked	\$ 6,012.00
Retiree Fund		\$ 0.9722	Hours Worked	\$ 1,298.86
Training		\$ 0.1500	Hours Worked	\$ 200.40
Industry 13%		\$ 0.0565	Hours Worked	\$ 75.48
Prepaid Legal		\$ 0.1000	Hours Worked	\$ 133.60
Promotion		\$ 0.2000	Hours Worked	\$ 267.20
Retail Sales Tax - Retiree		8.0000%	Tax	\$ 103.91
Retail Sales Tax - Welfare		8.0000%	Tax	\$ 480.96
Vacation Pay (Gross Wages)		10.0000%	Percentage - Gross Wages	\$ 5,379.39
Previous Outstanding Balance:				\$0.00
Interest Balance Outstanding:				\$0.00
Cheque A - Total Payable				\$ 13,951.80

Please remit cheque and copy of this remittance by no later than August 15, 2023 to:

LIUNA Local 183 Members Benefit Fund
 1263 Wilson Ave Suite 205, North York, ON M3M 3G2

RECEIVED
 AUG 21 2023

241

2023-07-29

... LIMITED
... GROUP

LIUNA PENSION FUND OF CENTRAL & EASTERN CAN
9,632.56
0.00

CHEQUE NO.

2023-08-15

179907

9,632.56

9,632.56

0.00

RECEIVED
AUG 21 2023

9.63

This is **Exhibit "O"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Demetrios Yiokaris

From: Maria Baptista <mbaptista@qsg.ca>
Sent: August 21, 2023 10:35 AM
To: Jean Braga
Cc: Brenda Oliveira; Janusz Argasinski; Massimo Digiovanni; Graham Williamson; Maheen Merchant
Subject: RE: QSG - Sterling - URGENT
Attachments: 20230821_101459.pdf

Hello again,

After touching base with my team. It looks like we already picked up the wrong package which is great. Regarding the missing payment. This was sent out by mail, it should arrive any day now. I have attached a copy of spreadsheet and cheq number in hopes to help any initial paperwork in your end.

Regards,

Maria Baptista

Accounts Payable Department

Payroll Administrator

Quality Sterling Group

1-505 Cityview Blvd. Vaughan, ON, L4H 0L8

Tel: (905) 585-4800 ext. 235 | Fax: (905) 585-4801



From: Maria Baptista
Sent: Monday, August 21, 2023 9:41 AM
To: 'Jean Braga' <jbraga@liuna183.ca>
Cc: Brenda Oliveira <boliveira@liuna183.ca>; Janusz Argasinski <jargasinski@liuna183.ca>; Massimo Digiovanni <msdigiovanni@liuna183.ca>; Graham Williamson <gwilliamson@liuna183.ca>; Maheen Merchant <mmerchant@liuna183.ca>
Subject: RE: QSG - Sterling - URGENT

Good Morning Jean,

Apologies for the delay response. I was away last week and have just returned today.

Regarding this package/cheque addressed to Royal Bank (PO Box 9253 Station A) in the amount of \$48,715.01. This was certainly sent to your address in error. We will need to arrange a pickup of this shortly.

244

Regarding the missing payments for hourly benefits and pension, I will investigate as it was created and sent out. (Perhaps to the wrong address).

I will email back shortly with further information,

Thank you for your patience,

Maria Baptista

Accounts Payable Department

Payroll Administrator

Quality Sterling Group

1-505 Cityview Blvd. Vaughan, ON, L4H 0L8

Tel: (905) 585-4800 ext. 235 | Fax: (905) 585-4801



From: Jean Braga <jbraga@liuna183.ca>

Sent: Thursday, August 17, 2023 12:01 PM

To: Maria Baptista <mbaptista@qsg.ca>

Cc: Brenda Oliveira <boliveira@liuna183.ca>; Janusz Argasinski <jargasinski@liuna183.ca>; Massimo Digiovanni <msdigiovanni@liuna183.ca>; Graham Williamson <gwilliamson@liuna183.ca>; Maheen Merchant <mmerchant@liuna183.ca>

Subject: Re: QSG - Sterling - URGENT

Importance: High

EXTERNAL SENDER

Good afternoon, Maria,

Tried calling your office but have had no luck. We are in receipt of payments but missing the payments for Sterling (Hourly) for Benefits and Pension. Kindly advise if these payments were mailed?

We also received a package/cheque addressed to Royal Bank (PO Box 9253 Station A) in the amount of \$48,715.01. Kindly advise if this payment was sent to our office in error. We will have this payment in our office for pick up.

Thank you,

Jean Braga

Contribution Control Office Assistant

LIUNA Local 183 TRUST ADMINISTRATION

Phone: 416-240-7490 Ext. 2116

Direct Line: 416-240-2116

Fax: 416-247-7690

This is **Exhibit "P"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

COLLECTIVE AGREEMENT

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

-AND-

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183**

MAY 1, 2022 – APRIL 30, 2025

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**| TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
HOUSE BUILDERS COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2022.

BETWEEN:

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
25 North Rivermede Road, Suite 13, Vaughan, Ontario, L4K 5V4
(hereinafter called the “Bureau”)**

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183
1263 Wilson Avenue, Suite 200, Toronto, Ontario, M3M 3G3
(hereinafter called the “Union”)**

WHEREAS the Bureau, acting on behalf of the Employers which are members of the Bureau, and on behalf of various other Employers pursuant to the accreditation certificate issued to the Bureau by the Ontario Labour Relations Board (O.L.R.B), and the Union wish to make a common Collective Agreement with respect to certain employees of the Employers engaged in construction as set out in Article 1 of this Collective Agreement; and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS the Employer recognizes the Union as the Collective Bargaining Agent with respect to the Employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - RECOGNITION**1.01**

- (a) Each of the Employers recognizes the Union as the collective bargaining agent for all of its own construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up to the date of closing (which is defined as the time when the purchaser is in possession of the keys to the unit) of said housing or part thereof while working in O.L.R.B. Geographic Area Nos. 7, 8, 18 and 27, and such other geographic areas to which this Agreement may apply to pursuant to Schedule A Article 8 and/or any other appendices save and except employees employed as non-working forepersons, watchpersons and engineering staff;
- (b) Low-rise housing for the purposes of this Agreement shall mean housing of not more than three (3) stories in height (basement plus three (3) storeys), as well as a four (4) storey (basement plus four (4) storeys) single family townhouse;
- (c) Low Rise Housing for the purposes of this Agreement shall also include Light Wood Framed Apartment Buildings (“LWFAB”), being apartment buildings where the building superstructure is light wood framed and also those where the superstructure is a mix of concrete (including Slab on Grade/Core Slab) and light wood framing. The use of LVL, CLT, NLT or other engineered wood products, or other beams or posts in a light wood framed superstructure does not alter the character of a light wood framed building. The parties agree that the use of pre-fabricated light wood floor or wall panels, including those containing steel studs, are included in the definition of light wood framing; and
- (d) For the purposes of clarity, both the Union and the Bureau agree that this Agreement includes on-site installation of panelized or pre-fabricated floor, wall and roof components.

253

1.02 Each of the Employers agree that when engaged in the on-site construction of apartment buildings (excluding LWFAB as defined in Article 1.01 above), they shall abide by the terms and conditions of the Collective Agreement between the Metropolitan Toronto Apartment Builders Association and the Universal Workers Union, L.I.U.N.A. Local 183, then in effect. The term “apartment building”, when used in this Article, shall have the same meaning as in the Collective Agreement between the Metropolitan Toronto Apartment Builders Association and Labourers’ International Union of North America, Local 183.

1.03

- (a) For all projects other than Light Wood Framed Apartment Buildings as defined in Article 1.01 (excluding those in the District of Muskoka), the Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:
- (i) Basement Forming;
 - (ii) Concrete and Drain;
 - (iii) Frame Carpentry;
 - (iv) Utility Construction;
 - (v) Bricklaying; including (i) the installation of all exterior air / moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco.

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not include the installation of any prefabricated exterior wall assembly manufactured off-site.

- (vi) Marble, Tile and Terrazzo. Counter-tops are not included in the definition of marble, tile, terrazzo work;
- (vii) Interior railings.

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors' Association and the Union.

Light Wood Framed Apartment Buildings

- (b) For Light Wood Framed Apartment Buildings as defined in Article 1.01 (excluding those in the District of Muskoka), the Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:
 - (i) Basement Forming, and concrete forming associated with underground parking garages, slab on grade, or the concrete forming part of the building superstructure;
 - (ii) Concrete and Drain;
 - (iii) Self-levelling of concrete floors; Note – The application for dry-pack and/or self-compacting concrete materials is not included in this definition;
 - (iv) Frame Carpentry;
 - (v) Buried Internal Site Services installed by, or contracted or sub-contracted by, the Employer;

- (vi)** Bricklaying, including (i) the installation of all exterior air/moisture barrier and insulation behind brick, block, masonry or stucco, (ii) the covering, tarping or untarping of all masonry/stucco scaffolding, and (iii) the exterior installation of EIFS/stucco;

For the purpose of clarity, “installation of exterior EIFS/stucco” includes any application of exterior stucco onsite but does not include the installation of any prefabricated exterior wall assembly manufactured off-site;

- (vii)** Effective May 1, 2023, in suite Marble, Tile and Terrazzo. Note: countertops and custom cut slab products are not included in the definition of in-suite marble, tile and terrazzo work.

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors Association and the Union.

- (c)** Except in the District of Muskoka, the Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:

- (i)** Whenever an Employer covered by this Agreement engages in construction which includes all of the following:

- where the Employer owns a tract of land, services it;
- sub-divides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain, Utility, and Road Building to Contractors who are in contractual relations with the Union.

- (ii) Where a member Employer of the Bureau engages in providing site services as in 1.03(b)(i) as part of an association of companies or as an associate of another company, the member Employer will not be considered an “Associated Company” unless it falls within the definition of Associated Company as defined in the *Income Tax Act* of Canada.

- (d) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule “A”, hereof, be awarded, such subcontractor must be in contractual relationship with Labourers’ International Union of North America, Local 183. Notwithstanding the preceding, and without prejudice, the following will be exempted:
 - (i) Final House and Window Cleaning, and on-going Housekeeping Maintenance;
 - (ii) Landscaping and Driveway Paving;
 - (iii) Those Labourers normally employed by traditional Trades such as Drywall, Mechanical, etc.

- (e) The parties agree that the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building may also be assigned to the framing contractor and/or framing pieceworker who frames the house when the walls are erected. However, if the installation of air/moisture barrier or insulation on the exterior of low-rise housing or of Light Wood Framed Apartment Building is contracted or subcontracted separately from the framing, then it shall be contracted or subcontracted to a contractor or subcontractor bound to the collective agreement between the MCUTV and MCAT.

- (f) For the purposes of clarity, the Parties agree that the installation of air/moisture barrier on the exterior of low rise housing, the installation of insulation on the

exterior of low rise housing behind brick, block, stone, the installation of air/moisture barrier on the exterior of Light Wood Framed Apartment Building or of insulation behind brick, block, stone or stucco on exterior of Light Wood Framed Apartment Building may be performed by a builder's direct labourers employed under this Agreement.

- (g)** The Union must forthwith supply to the Bureau a list of those Contractors which are in contractual relationship with it, which list shall be revised by the Union as necessary, but in no event less than quarterly. The Union must also supply to the Bureau a copy of all current collective agreements with each and every Employer's Organization for every trade or sub-trade mentioned in the subcontracting clause or the cross-over clause of this Agreement. The Union is required to send a copy of any certificates obtained by the Union with respect to the certification of new builders who are (or become bound by) this Collective Agreement.
- (h)** On the signing of the Collective Agreement, and thereafter by January 15th of each following year, the Bureau shall provide the Union with a current copy of its membership list.
- (i)** The Employer agrees that when it is required to contract or subcontract work to a contractor or subcontractor which is in contractual relations with the Union, it must be contracted or sub-contracted to contractors or sub-contractors who are bound to this Agreement or the appropriate agreement set out in Schedule "C", whichever is applicable to the specific work involved.

1.04 In the event an Employer covered by this Agreement engages in the Construction of Houses as herein defined, by means of a corporation, individual, firm, syndicate or association or combination thereof, and where the Employer is the Builder, it shall be deemed that the corporation, individual, firm, syndicate or association or combination thereof, is bound by the Agreement for the purposes of such Construction work.

1.05 If the Employer is actively engaged in the performance of work covered by the Union's other collective agreements as set out in Schedule "C" of this Agreement it shall be performed under this Agreement according to the terms and conditions of the Union's applicable agreement as outlined in Schedule "C" of this Agreement. For the purposes of clarity it is agreed that this Article only applies when the Employer is performing work covered by the Union's other collective agreements as set out in Schedule "C" with its own employees and does not apply to the employer's contracting / subcontracting obligation set out in other provisions of the Collective Agreement.

ARTICLE 2 - UNION SECURITY

2.01 All employees shall, when working in a position within the bargaining unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such membership while working within the bargaining unit for the duration of this Agreement. The Union shall not unreasonably refuse the right to any applicant to become a member.

2.02 In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to them commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union. All new hires who have never been a member of the Union shall be subject to a 30 working day probationary period during which the employer may terminate the employee without cause provided it is not discriminatory or in bad faith. Employers are entitled to ask for and receive for all new employees prior to commencing work a signed acknowledgement of the receipt of the Employer's workplace policies, including but not limited to any health and safety policies.

2.03 It is expressly understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular Monthly Dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.

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2.04 Each employee shall, when working in a position within the Bargaining Unit described in Article 1 above, be required as a condition of employment to have their regular Monthly Union Dues and any required Working Dues checked off and the Union agrees to duly inform the Employer of the amounts of such Union Dues and Working Dues and any changes in the amounts. The Employer agrees to make such deductions from the first (1st) pay issued to the employees each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary/Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

2.05 Working Dues

- (a)** The Employer shall deduct from each employee's wages and remit to the Union Working Dues calculated at the rate of three percent (3%) of gross wages for each employee covered by this Agreement.
- (b)** The Union may direct the Employer to alter the amounts and/or the method of remittance of working dues as described in this provision, and the Employer agrees that it shall comply with each direction. The Union agrees that it shall provide thirty (30) days notice of any such alteration.

2.06 It is expressly understood and agreed that the Union will save harmless the Employer or Employers of the Bureau from any claim arising pursuant to any deduction made under this Article.

2.07 In recognition of, and further to, the accreditation certificate issued to the Bureau by the Ontario Labour Relations Board, in the event that the Union desires to enter into a collective agreement with a Low-Rise Housing Contractors who is not bound by this Collective Agreement, the Union agrees that such Collective Agreement should be on terms no more advantageous than this Collective Agreement, as amended, to reflect that this Collective Agreement is with an individual employer not the Association herein.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:

- (i)** To conduct their business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of employees required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;
- (ii)** To hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that they have been discharged, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the Grievance procedure;
- (iii)** To make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv)** To assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement.

- (v) It is agreed that none of the above noted rights shall be exercised in a manner which is unreasonable, arbitrary, discriminatory or in bad faith.

3.02 Technology Clause - In the event that during the term of this Collective Agreement industry develops or practices result in new methods of construction and/or result in the requirement for new classifications of any employee of any Employer covered by this Collective Agreement, whether or not such changes are the result of technological change or not, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of those negotiations shall be to establish such classifications and wage and/or piecework rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage and/or piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 It is understood and agreed that an employee does not have a Grievance until they have discussed the matter with their Job Superintendent and given them an opportunity of dealing with the complaint. The employee may have a Steward or Business Representative present, if they so desire.

4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- (i) Within twenty-one (21) days after the circumstances giving rise to the Grievance occurred or originated except in the case of a Discharge Grievance, which shall be presented within five (5) working days, the Grievance shall be presented to the Employer in writing, and the parties shall meet within five (5) working days in an endeavour to settle the Grievance.

- (ii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of such alleged violations. Grievances dealing with alleged violation of welfare, pension, dues, training fund and/or industry fund and/or any other fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. It is further understood that such Grievances may be retroactive to the first (1st) day of the alleged violation provided such Grievances are proven.

4.04– Union and Employer Grievances

It is understood that the Employer may deliver a written grievance, as defined in Article 4.03, against the Union, and the Union may deliver a written grievance as defined in Article 4.03 against the Employer, within the timelines set out in Article 4 and any such grievance may be referred to arbitration in accordance with Article 5.

ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance procedure outlined in Article 4 which has not been settled will be referred to an Arbitrator at the request of either of the parties hereto, within forty-five (45) calendar days of the delivery of the grievance to the other party, by written notice of the grieving party to the other party.

5.02 Either party may refer a grievance arising under this agreement to a single arbitrator selected from the following group of arbitrators in rotating order:

Derek Rogers
Michael Horan
Harvey Beresford

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Provided that the arbitrator can schedule a hearing within thirty (30) days of the referral of the grievance to them failing which the parties shall canvass availability to schedule such a hearing from the next arbitrator on this list.

5.03 In the event that during the lifetime of this Agreement one (1) or more of the said agreed-upon Official Arbitrators will be unable to serve their term as Arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination of the Arbitrator(s) and agree to appoint a new person(s) to act as Official Arbitrator(s). In the event that the parties will be unable to agree upon the Official Arbitrator(s), then the matter shall be referred to The Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as Official Arbitrator(s).

5.04 Upon receipt of a Notice to Arbitrate, the Arbitrator shall arrange a Hearing at the earliest possible date but in every case all interested parties shall be given at least two (2) clear days notice.

5.05 Upon hearing all of the evidence and submission(s) of all of the parties to the Arbitration Hearing, the Official Arbitrator shall make an Award in writing which shall be final and binding. Reasons shall be given in every case but in order to avoid delay, the reasons need not be given at the time of the making of the Award.

5.06 The nature of the Grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written records of the Grievance and not be subject to change in later steps.

5.07 Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.

5.08 In determining the time which is allowed in the various steps, Sundays and statutory holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing and/or by the Arbitrator or Board or Arbitration if it is determined that it is reasonable and equitable to do so in all of the circumstances.

5.09 The parties to the Agreement shall jointly bear the expenses of the Arbitrator.

5.10 In addition to the above procedures, a grievance arising under the provisions of this Agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement Systems. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement Systems, save and except for those provisions requiring builders to provide notices of work and notices of contracts or sub-contracts to the Union, and any penalties, bonds and costs (save and except such arbitration costs which relate to a builders non-compliance with a holdback request) form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement Systems, along with any other part of this Agreement, may be interpreted and applied by an arbitrator or board of arbitration with jurisdiction arising out of this Agreement, the Local 183 Expedited Enforcement Systems, or the Ontario *Labour Relations Act*.

5.11 Any Arbitrator or Board of Arbitration with jurisdiction to interpret, apply or enforce this Collective Agreement whether such jurisdiction is derived from the Collective Agreement and/or the Ontario *Labour Relations Act*, shall consider all relevant evidence, and with respect to such evidence, is not, and shall not, be restricted by any limitations concerning the introduction of evidence which may apply to applications under sections of the Ontario *Labour Relations Act*.

ARTICLE 6 - BUILDER'S HOLDBACK – CONTRACTORS' HOLDBACK

6.01 The Union may, at any time, at its' option, activate the Holdback Mechanism described herein. The Holdback Mechanism is in addition to, and separate from, the Expedited Arbitration process. The Holdback Mechanism is as follows:

- (i) The Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism. During this two (2) working day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.

- (ii) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by this Enforcement System and/or the applicable Collective Agreement, on any project where the Contractor has performed, is performing or will perform work for the Builder or Contractor. The Holdback Notice must be delivered to the Builder and/or Contractor by Priority Post Courier, Registered Mail, regular mail or hand delivery to the Builder and/or Contractor. At the time of acknowledged receipt of this Notice, the Builder and/or Contractor must respond in writing within two (2) working days, acknowledging the Holdback Notice and state the amounts that are owed and/or payable to the Contractor. The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members by the Contractor. Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being jointly and severally liable for the full amount outlined in the Holdback Notice.
- (iii) Upon such notice, all money payable or becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, or until the Arbitrator issues their decision which addresses the frozen funds; provided however, that the total amount frozen by all Builders and Contractors shall be no greater

than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.

- (iv)** A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues their decision which addresses the funds so held. Where the payment that is the subject of a Holdback Notice has been made by the Builder or Contractor to the Union in Trust, the Builders or Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

6.02 If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.

6.03 A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Contractor(s), will be supplied to the Arbitrator hearing the matter and upon receiving such, the Arbitrator must address the issue of the frozen funds retained by the Builder(s), Contractor(s) and/or Union.

6.04 Any amounts subject to the Holdback shall first be applied to payment for the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback Mechanism is without prejudice to the provisions contained in the Collective Agreements, including any Lien or other statutory rights.

6.05 The Arbitrator, in the course of their decision, shall have the following powers relating to this Holdback Mechanism:

- (i) to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;
- (ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iii) where more than one Builder and/or Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have the authority to apportion the amount of frozen funds which any one Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s) to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision;
- (v) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

ARTICLE 7 - MANAGEMENT GRIEVANCES – UNION GRIEVANCES

7.01 It is understood that the Employers, or any one of them through the Bureau, may file a Grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a Grievance and referred to Arbitration in the same way as a Grievance of an employee. Such Grievances shall be processed as set out in Article 4, 4.03 hereof.

7.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the bargaining unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4, 4.03 of the Grievance Procedures, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a Grievance of an employee.

ARTICLE 8 - LOCAL AREA SCHEDULES

8.01 Attached are Schedules setting out the hours of work together with Schedules summarizing the wages and benefits for:

- 1.** Schedule “A1” to Board Area 8 and Simcoe County South. For clarity, Simcoe County South is defined as the City of Barrie and that part of Simcoe County south of Highway 26 in Board Area 18, but excluding Clearview County (“Simcoe County South”);
- 2.** Schedule “A2” to Simcoe County North and the District of Muskoka. For clarity, Simcoe County North is defined as all parts of Simcoe County in Board Area 18 other than Simcoe County South.; and
- 3.** Schedule “A3” to Board Areas 7 and 27.

8.02 It is understood and agreed that when an employee covered by Schedule A1 performs work in an area in which they do not regularly work, all terms and conditions of Schedule A1 shall be maintained. When an employee covered by another Schedule performs work in an area in which they do not regularly work, all terms and conditions of their Schedule shall be maintained unless the employee is working in an OLRB Geographic Area where such terms and conditions are governed by another Schedule forming part of this Agreement which provides for more beneficial terms and conditions for the employee, in which case the more beneficial terms and conditions shall apply while they are in that area.

ARTICLE 9 - TRAVEL ALLOWANCE

9.01 Where an Employer requires an employee to be out of town overnight, then a room and board allowance shall be paid or provided to the employee.

9.02 The Employer shall pay a travel allowance of \$0.50 per kilometer to compensate employees required and authorized by the Employer to use their own vehicle for travelling within the site or from site to site. For clarity, this clause does not apply to employees who receive a per diem or are provided with a vehicle in accordance with Letter of Understanding No. 9.

9.03 No travelling expenses will be paid on jobs located within-"the Travel Free Zone" as defined herein. The Travel Fee Zone is defined as follows:

- (i)** The Greater Toronto Free Zone shall consist of the area shown on the map at Schedule "B1" and shall be applicable to employees working in and out of Board Area 8 and Simcoe County South.
- (ii)** The Simcoe County Free Zone shall consist of the area shown on the map at Schedule "B2" and shall be applicable to employees working in and out of Simcoe County.
- (iii)** The Wellington Dufferin Free Zone shall consist of Board Areas 7 and 27, as shown on the map at Schedule B3 and shall be applicable to employees working in and out of that area.
- (iv)** The Muskoka Free Zone shall be the District of Muskoka as shown on the map at Schedule B4 and shall be applicable to employees working in and out of that area.

9.04 Where an employee is sent to work outside of the Travel Free Zone as defined in 9.03, the Employer shall pay a minimum of an additional 30 minutes per day at straight time as a travel time allowance. Travel beyond 30 minutes from the border of the Travel Free Zone shall be paid at actual travel time in quarter of an hour increments

one way. Travel time allowance is in addition to the normal working day and does not count for the purpose of calculation of overtime, but shall be subject to benefits and contributions.

ARTICLE 10 - UNION REPRESENTATIVE

10.01 It is agreed that a Union Steward may be appointed by the Union for each project operated by the Employer.

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) employees retained by the Employer on the project providing that they are competent and capable of performing the remaining work.
- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that they shall not be discriminated for, or against.

10.02 The Union acknowledges that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.

10.03 The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall their visit interfere with the progress of the work, when visiting a job, they will first advise and identify themselves to the Job Superintendent or other Supervisory Personnel of the Employer.

10.04 Subject to the rights of Union or Shop Stewards in the case of lay-offs as provided for in this Collective Agreement, a health and safety representative or a member of a joint health and safety committee shall be one of the last three (3) employees of the Employer retained on any job provided that they are competent and capable of performing the remaining work.

ARTICLE 11 - PRODUCTIVITY

11.01 The Union and the Employers recognize the mutual value of improving by all proper and reasonable means the productivity of the individual employees and both will undertake individually and jointly to promote such increases in productivity.

11.02

(a) During the lifetime of this Agreement, the Union agrees that there will be no strike, slow down or picketing which will interfere with the regular schedule of work, and each Employer agrees that they will not cause a lockout. The Employers shall have the right to discharge or otherwise discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.

(b) The Right to Honour Lawful Picket Lines – the employees or any Employer may refuse to cross a lawful picket line of the Union, Local 183, which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This Article shall only apply to such picket lines established by the Union against any contractor which continues to perform work on the project where the Employer is engaged.

11.03 As provided in the *Occupational Health & Safety Act*, Section 3(2), the Union agrees that their Members will not refuse to use or operate a machine, device or thing, or work in a place that has been declared safe following an investigation in accordance with Section 3.

11.04 The Union agrees it will not involve the Employer in any dispute which may arise between the Union and any other Company and the employees of such other Company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

ARTICLE 12 - SHELTER – SANITATION – SAFETY – TOOLS

12.01 The Employer will provide, as soon as site conditions permit, a separate, adequately-heated lunch room to be maintained in a sanitary condition.

The Employer will provide, as soon as site conditions permit, a separate, adequately-heated change area in which the employees may wash, change and store their clothing. This area shall be:

- (a) Securely locked when not in use;
- (b) Insured against loss from fire or burglary to a maximum of \$500.00 (five hundred dollars) with a minimum deductible of \$100.00 (one hundred dollars).

12.02 The Employer will provide, as soon as site conditions permit, drinking water, paper cups, water scoop, paper towels, and portable flush toilets.

12.03 The Employer will supply the employees with whatever tools are necessary to perform the job functions assigned. The Employer shall supply Construction Safety Association (CSA) approved rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.

12.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the CSA. The Employer agrees said helmet shall be supplied by them at no cost to the employee. If an employee, at termination of employment, does not return the said helmet, they shall be charged the cost.

12.05 A Safety Committee is to be established. This Committee will be composed of two (2) members of the Union and two (2) members of the Bureau. Safety Meetings, not to exceed one (1) per month, will be held and may be called by either party.

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12.06 The Employer shall, at its own expense, furnish to any work person injured in their employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at their regular rate of pay.

12.07 The Bureau will encourage its members and all other Employers for whom it bargains to ensure that all necessary required and/or reasonable hooks, tie-ons and other safety devices are installed and in place to allow all members of Local 183 to attach and tie on their safety harnesses and/or straps whether such members are employed directly by the Employer or by a contractor and/or subcontractor working on the Employers job site.

12.08 A Health and Safety Representative who is certified and on the Joint Health and Safety Committee will receive an extra \$0.30 per hour.

12.09 Every employee shall, as a condition of employment be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by the Union and the Employer and provided by the Lifelong Learning Centre.

12.10 If the Employer requires the employee to use a cell phone during the course of performing their duties, the Employer will provide one.

ARTICLE 13 - LAY-OFF

13.01 All members of the Union who have seniority under the terms and provisions of this Collective Agreement, as of May 1, 2001 with any Employers who are bound to this Collective Agreement shall maintain that seniority and shall maintain the right to acquire seniority with any other employers ("existing members")

13.02 Any employees who have not already acquired seniority with any Employer under this Collective Agreement shall not be entitled to acquire seniority rights and the provisions of this Collective Agreement with respect to lay-off and recall by seniority shall not apply to such employees (“new members”) save and except that it is agreed that the lay-off and recall of such new members shall not be done in a manner which is arbitrary, discriminatory or in bad faith and save and except as set out in Schedule “A” of this Collective Agreement with respect to the priority that such members will have over apprentices in situations concerning lay-off and recall.

13.03

- (a) All new members working for the Employer shall be laid off prior to the lay-off of any existing members who have established seniority rights with the Employer;
- (b) All existing members who have established and maintain their seniority rights with the Employer shall be recalled to employment prior to the hiring or re-hiring of any new member, providing that such existing employees are capable of performing the available work;
- (c) Any existing member, who is eligible to acquire seniority rights under this Agreement, shall be subject to a ninety (90) day probation period with the Employer, and thereafter their seniority date with that Employer shall revert back to the date of first (1st) hire;
- (d) Lay-offs for existing members who have acquired seniority rights shall be by seniority date providing that the senior employees are capable of performing the available work;
- (e) The parties agree that existing members, who have seniority rights, and who are laid off shall be entitled to recall for a period up to twelve (12) months. The order of recall shall be at the discretion of the Employer.

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13.04 An existing member will lose their recall rights with any particular employer, and shall be deemed to be terminated if they:

- (i) Fail to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given;
- (ii) Fail to return to work within four (4) working days of being recalled by the Employer;
- (iii) If the Employer is unable, for any reason, to contact the laid off employee to advise them of their recall to employment, the Employer shall notify the Union and thereafter the Union shall have a period of five (5) additional working days in order to attempt to notify the member concerned of the Employer's intent to recall them;
- (iv) On no account shall an employee who is transferred by an employer from its low rise operation to its high rise operation suffer any loss or disadvantage with respect to seniority rights by virtue of such a transfer.

13.05 At the request of the Union the Employer will supply a seniority list to the Union forthwith.

ARTICLE 14 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSABLE ACCIDENT

14.01 An employee returning from absence resulting from a compensable accident encountered while performing their assigned duties during their employment with an Employer shall return to the job they held prior to such absence or if such job is not available, be re-employed at work generally similar to that which they last performed, if such work is available and they are medically able to perform the same, at the rate of pay prevailing for such a job at the time of their return.

14.02 If the employee's prior job is no longer available and similar work is not available, or the employee by re-entering the Classification causes an excess number of employees, the employee

who has been with the Employer the least time in the Classification will be subject to lay-off.

14.03 An employee who returns to employment but who remains partially disabled and, therefore, unable to perform their usual duties and responsibilities, shall be re-employed by the Employer in a Classification in which they are medically able to perform the work thereof at the rate of pay prevailing for such job at the time of their return.

14.04 The above shall not apply if the injury is attributable solely to the willful misconduct or gross negligence of the employee.

ARTICLE 15 - INDUSTRY UPGRADING AND RETRAINING

15.01 Industry Fund Contributions

The parties agree that members of the Bureau shall contribute the sum of fifty cents (\$0.50) per hour and non-members of the Bureau shall contribute seventy-five cents (\$0.75) per hour for each hour worked by each employee covered by this Agreement which shall be remitted by them monthly to the Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due which shall be paid to the Bureau or the Joint Residential Construction Association (as designated by the Bureau) as each Employer's contribution to the cost of negotiating and administering this Agreement.

ARTICLE 16 - LOCAL 183 MEMBERS' TRAINING FUND/INDUSTRY UPGRADING AND RETRAINING

16.01 The Employer shall contribute the sum of twenty cents (\$0.20) per hour for each hour worked by each employee covered by this Agreement to the Labourers' Local 183 Members' Training and Rehabilitation Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

16.02 It is understood that the purpose of the fund will be to establish a Training Programme in order to upgrade and improve the skills of Union Members.

16.03 The said Trust Fund shall be jointly Trusteed. The Bureau shall have the right to appoint one (1) Trustee on the Board of Trustees should they so desire.

16.04 Both parties agree to conduct an annual complete labour supply and training needs assessment. This assessment will be conducted in September of any year. The Parties agree that a sub-committee will be formed in order to conduct this assessment. This sub-committee will be made up of a total of six (6) persons. Each party will appoint three (3) members to the sub-committee annually. The assessment will identify training and recruitment needs for the upcoming year. Once these needs are identified the sub-committee will be responsible for developing, implementing and overseeing Training Centre Courses designed to meet these needs.

16.05 The Employer shall pay the special assessment or an increase in its industry fund contributions due pursuant to this Article if the Bureau notifies the Union and the Employer of the special assessment and/or increase in its industry fund contributions due pursuant to this Article at least sixty (60) days before the effective date of the special assessment or increase.

16.06 At the written request of the Bureau, the Union shall investigate and review work performed on a site for the purpose of checking how work traditionally performed under this Collective Agreement was performed to ensure that the industry fund provided for in this Article is remitted to the Bureau.

16.07 Where notice has been given to the Union under Article 16.06, an employer is required to provide to the Union all appropriate and required information related to the review / investigation.

ARTICLE 17 - WELFARE, PENSION, TRAINING, MEMBER'S BENEFIT FUND, LEGAL AND OTHER REMITTANCES

17.01 PENSION PLAN AND LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

- (a)** Effective May 1, 2022, the Employer agrees to pay the sum of eight dollars and twenty-nine cents (\$8.29) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

- (b) Effective April 30, 2023, the Employer agrees to pay the sum of eight dollars and thirty-nine cents (\$8.39) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.
- (c) Effective April 28, 2024, the Employer agrees to pay the sum of eight dollars and forty-nine cents (\$8.49) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.
- (d) If the Labourers' Pension Fund of Central and Eastern Canada is unable to accept the contributions, including for employees over the age of 71 or working while also receiving a pension, then the Employer shall pay an equivalent amount into a non-pension fund as designated by Local 183 and/or the Pension Fund Administrator.

17.02 LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

The Employer agrees to contribute the following amounts for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF):

- (a) Effective May 1, 2022, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

17.03 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

17.04 WELFARE

Effective May 1, 2022 the Employer agrees to pay three dollars and seventy-five cents (\$3.75) for each hour worked by each employee into Labourers' Local 183 Members' Benefit Fund for the purpose of

purchasing weekly indemnity, life insurance, medical, dental coverage or similar benefits for the employees covered by this Agreement as set out below:

Effective April 30, 2023 the Employer agrees to pay the sum of three dollars and ninety cents (\$3.90) for each hour worked by each employee.

Effective April 28, 2024 the Employer agrees to pay the sum of four dollars and five cents (\$4.05) for each hour worked by each employee.

17.05**LONG TERM CARE**

- (a) The Employer agrees to pay the following amounts based on all hours earned into Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care.

Effective May 1, 2022 the sum of sixty cents (\$0.60) per hour;

- (b) Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the payment was made.

17.06**RETIREE BENEFITS**

- (a) Effective May 1, 2022 the Employer agrees to pay the amount of one dollar and ten cents (\$1.10) per hour worked by each employee represented by Local 183 to the Labourers' Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund. Effective April 30, 2023, the Employer agrees to pay the amount of one dollar and twenty cents (\$1.20) per hour worked by each employee. Effective April 28, 2024, the Employer agrees to pay the amount of one dollar and thirty cents (\$1.30) per hour worked by each employee.

- (b) The Employer shall remit contributions to the Local 183 Members' Benefit Fund monthly, together with a duly completed Employers' Report Form by the fifteenth (15th) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

17.07**PREPAID LEGAL PLAN**

- (a) The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund for the purpose of providing legal benefits to such employees and their beneficiaries.
- (b) The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefits Fund monthly, together with a duly completed Employer's Contribution Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.
- (c) In the event that the Trustees of the Labourers' Local 183 Prepaid Legal Benefits Fund determine that the contribution is insufficient to finance the prepaid legal service benefits, then the parties agree to executive amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Member's Benefit Fund to the Labourers' Local 183 Prepaid Legal Benefits Fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.
- (d) The Labourers' Local 183 Members' Benefit Fund shall make all necessary payments and cause to be filed all documentary requirements of the said Plan and the employees covered by this Agreement shall have no claim against the Employer in regard to that Plan.

Ergonomics Training

- (a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training and Rehabilitation Fund. Any employees hired on Monday, Tuesday, or Wednesday must take the course no later than the following Saturday. Any employee hired on a Thursday or Friday must take the course no later than the second following Saturday.
- (b) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by Labourers' Local 183 Members' Training and Rehabilitation Fund.
- (c) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

ARTICLE 18 - SUNDAYS, STATUTORY HOLIDAYS AND VACATION PAY

18.01 All work performed on Sundays and the following statutory holidays shall be paid for at the rate of double the employee's regular rate:

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

18.02 Vacation Pay and Statutory Holiday Pay for all employees covered by this Agreement shall be paid ten percent (10%) of gross wages earned.

18.03 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall pay Vacation and Statutory Holiday Pay at the rate of ten percent (10%) of gross earnings on behalf of each employee covered by this Agreement or such like agreement

and remit same monthly to the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund together with a duly completed Employer's Report Contribution Form by the fifteenth (15th) day of the month following the month for which the payments are due.

It is understood and agreed that the said ten percent (10%) of earnings is paid as both Vacation Pay and Statutory Holiday Pay. The terms of the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund are set out in a separate trust document which is hereby made part of this Agreement. Payments from the said fund are to be made to the employees in the first two (2) weeks of June in each year.

18.04 Vacation periods shall be scheduled by mutual consent of the Employer and the employees. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year, except every three (3) years the employee may be entitled to a leave of absence to a maximum of eight (8) weeks, provided that such a request is made in writing at least ninety (90) calendar days in advance of the commencement of the leave of absence requested.

The Employer shall provide a written reply to a written vacation request within five (5) working days.

ARTICLE 19 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE *EMPLOYMENT STANDARDS AMENDMENT ACT, 1991*

19.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by an Employer to pay any Employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations to the *Employment Standards Amendment Act, 1991* (as amended from time to time), in relation to the Employee Wage Protection Program.

ARTICLE 20 - DELINQUENCY

20.01 In the event that any contributions or deductions required to be made by this Agreement are received by the Union after the due date the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue.

ARTICLE 21 - DURATION OF AGREEMENT

21.01 This Agreement shall become effective the 1st day of May, 2022 and shall remain in effect until April 30, 2025 and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and eighty (180) days and not less than ninety (90) days before April 30, 2025 or in a like period in any year thereafter.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

BERNARDINO FERREIRA

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

“ERRORS AND OMISSIONS EXCEPTED”!

SCHEDULE "A"**ARTICLE 1 - HOURS OF WORK AND OVERTIME****1.01 WORK DAY, WORK WEEK**

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 5:30 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive.

For the period December 15 – April 15 the regular work week shall consist of six (6) days per week Monday – Saturday – forty-four (44) hours per week. However, the work day shall not exceed nine (9) hours per day.

1.02 SHIFT WORK

Nine (9) hours pay for eight (8) hours work will be paid if an employee is scheduled to work five (5) shifts per week if the majority of their shift is outside the 7:00 a.m. to 5:30 p.m. spread. Employees directed to start work after 1:00 p.m. shall be considered to be on Shift Work.

1.03 OVERTIME

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in Articles 1, 1.1 and 1.2 above of Schedule "A", shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and Statutory Holidays. Overtime shall be on a voluntary and rotating basis provided the employee is capable of performing the work available.

1.04 REPORTING ALLOWANCE

An employee who reports for work at their regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by their Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour reporting time. An employee who reports for work at their regular reporting time at the Employer's shop or site, unless directed not to report the previous day by their Employer, and for whom no work is

available due to reasons other than inclement weather, shall receive a minimum of four (4) hours' reporting time.

1.05 COFFEE AND LUNCH BREAKS

The employee will be allowed to have two (2) coffee breaks, once during each half of their working day. Employees will be allowed one half (½) hour lunch break between 12:00 noon and 1:00 p.m., except these limits may be suspended during periods of emergency.

ARTICLE 2 - PAYMENT OF WAGES

2.01 In the case of lay-off all employees will receive one (1) day notice in advance. When an employee quits or is dismissed the employee shall give, or be given, one (1) hour notice.

2.02 Whenever Unemployment Insurance Separation Certificates and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered letter to their last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case they will receive them by their next regular pay period.

2.03 Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by cash, cheque or direct deposit no later than mid-day Thursday of the week following the week during which the work was performed.

ARTICLE 3 - CLASSIFICATIONS AND WAGES

3.01 The classifications and wages for employees covered by this Agreement (other than panel installers covered by Schedule "D" Panels and Schedule "E" Light Wood Framed Apartment Building) are as set out in the following:

- (a)** Schedule A1 (Board Area 8, and Simcoe County South);

- (b) Schedule A2 (Simcoe County North (including Clearview County) and the District of Muskoka; and
- (c) Schedule A3 (Board Area 7 and 27)

3.02 It is understood that:

- (a) The hourly rates in Schedule A2 are 15% less than in Schedule A1;
- (b) The hourly rates in Schedule A3 are 10% less than in Schedule A1; and
- (c) The benefit and contributions packages are the same for all areas.

3.03 As per Article 12.08, a Health and Safety Representative who is certified and on the Joint Health and Safety Committee will receive an extra \$0.30 per hour.

3.04 Handyperson/Servicepersons shall be paid five percent (5%) above the Labourers' Base Rate.

3.05 Working Foreperson shall be paid five percent (5%) above the Labourers' Base Rate.

3.06 APPRENTICESHIP

In anticipation of the approval, but not contingent upon the approval, of the creation of the Construction Craft Worker, the parties agree to establish a joint apprenticeship system by September 1, 2001. It is agreed that, upon the establishment of such a joint apprenticeship system, apprentices may be utilized to perform Bargaining Unit work in accordance with the following terms and conditions:

- (a) All current members of the Union will be grandfathered as journeyperson labourers and will be considered as such by all employers bound to this agreement;
- (b) The ratio of journeyperson to apprentices employed by an Employer at any given time will be not less than two (2) to one (1);

- (c) The schedule of rates of pay with respect to apprentices will be established by the parties according to industry norms based upon a sliding scale percentage of the journeyperson rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;
- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;
- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this Agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;
- (g) Any person who is not registered as an apprentice shall receive the full journeyperson rate for the entire period of their employment prior to them becoming registered;

- (h) If the ratio with respect to journeyperson and apprentices is not complied with by any employer then all apprentices shall receive the full journeyperson rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeyperson all apprentices will be laid off. It is further agreed that prior to recalling any apprentices to work, all journeyperson with seniority rights under this Collective Agreement or who have been laid off by the Company not less than three (3) months prior to the date of recall, will be recalled. It is further agreed that prior to registering or hiring any new apprentices, the Employer will recall any apprentices on lay-off providing that such apprentices are capable of performing the available work. The order of recall for an apprentice shall be at the discretion of the Employer.

**SCHEDULE "A1" –
SUMMARY OF WAGES AND BENEFITS -
BOARD AREA 8, AND "SIMCOE COUNTY SOUTH"
being the City of Barrie and that part of Simcoe County south of Highway 26 and
excluding Clearview County ("Simcoe County South")**

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	WORKING DUES OPDC - EMPLOYEE	\$0.50	\$54.86
	04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3% 3%	\$0.50	\$56.56
	04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%	\$0.50	\$58.26

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$40.25	\$4.02	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$58.76	3%	\$0.15	\$0.50	\$59.26
04/30/2023	\$41.47	\$4.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$60.46	3%	\$0.15	\$0.50	\$60.96
04/28/2024	\$42.70	\$4.27	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$62.16	3%	\$0.15	\$0.50	\$62.66

Group 3 - Foreperson (105% of Labourer)													EMPLOYEE DEDUCTIONS			
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86	
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61	
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39	

Deductions from Wage →

Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE BOARD AREA 8 AND SIMCOE COUNTY SOUTH

Apprentices 60% - 0 - 600 Hours		VACATION PAY - 10 %	HOURLY RATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
EFFECTIVE DATE																	
	05/01/2022	\$2.18	\$21.75	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$30.03	3%	\$0.15	\$0.50	\$30.53	
	04/30/2023	\$2.25	\$22.48	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$31.08	3%	\$0.15	\$0.50	\$31.58	
	04/28/2024	\$2.32	\$23.22	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$32.14	3%	\$0.15	\$0.50	\$32.64	

Apprentices 70% - 601 to 1200 Hours		VACATION PAY - 10 %	HOURLY RATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST	
EFFECTIVE DATE																	
	05/01/2022	\$2.54	\$25.38	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$34.02	3%	\$0.15	\$0.50	\$34.52	
	04/30/2023	\$2.62	\$26.23	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$35.20	3%	\$0.15	\$0.50	\$35.70	
	04/28/2024	\$2.71	\$27.09	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$36.40	3%	\$0.15	\$0.50	\$36.90	

Apprentice 80% - 1201 - 1800 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
		WORKING DUES													OPDC - EMPLOYEE			
			05/01/2022	\$29.00	\$2.90	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$46.39	3%	\$0.15	\$0.50	\$46.89
			04/30/2023	\$29.98	\$3.00	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$47.82	3%	\$0.15	\$0.50	\$48.32
			04/28/2024	\$30.96	\$3.10	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.25	3%	\$0.15	\$0.50	\$49.75

Apprentice 90% - 1801 - 2400 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
		WORKING DUES													OPDC - EMPLOYEE			
			05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
			04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
			04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$36.25	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.36	3%	OPDC - EMPLOYEE DUES	\$0.15	\$54.86
04/30/2023	\$37.47	\$3.75	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$56.06	3%		\$0.15	\$56.56
04/28/2024	\$38.70	\$3.87	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.76	3%		\$0.15	\$58.26

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

APPRENTICESHIP SCHEDULE HANDYPERSON / SERVICEPERSON
BOARD AREA 8 AND SIMCOE COUNTY SOUTH

Apprentice 60% - 0 - 600 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10		\$0.20			\$0.25	\$0.20	\$31.22	3%	OPDC - EMPLOYEE	\$0.50	\$31.72
	04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20		\$0.20			\$0.25	\$0.20	\$32.32	3%	OPDC - EMPLOYEE	\$0.50	\$32.82
	04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30		\$0.20			\$0.25	\$0.20	\$33.42	3%	OPDC - EMPLOYEE	\$0.50	\$33.92

Apprentice 70% - 601 to 1200 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$26.64	\$2.66	\$3.75	\$0.60	\$1.10		\$0.20			\$0.25	\$0.20	\$35.40	3%	OPDC - EMPLOYEE	\$0.50	\$35.90
	04/30/2023	\$27.54	\$2.75	\$3.90	\$0.60	\$1.20		\$0.20			\$0.25	\$0.20	\$36.64	3%	OPDC - EMPLOYEE	\$0.50	\$37.14
	04/28/2024	\$28.44	\$2.84	\$4.05	\$0.60	\$1.30		\$0.20			\$0.25	\$0.20	\$37.88	3%	OPDC - EMPLOYEE	\$0.50	\$38.38

Apprentice 80% - 1201 - 1800 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$30.45	\$3.05	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.99	3%	\$0.15	\$0.50	\$48.49
		04/30/2023	\$31.47	\$3.15	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.46	3%	\$0.15	\$0.50	\$49.96
		04/28/2024	\$32.51	\$3.25	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$50.95	3%	\$0.15	\$0.50	\$51.45

Apprentice 90% - 1801 - 2400 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
		04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
		04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handyperson/Serviceperson															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC-EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$38.06	\$3.81	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$56.36	3%	\$0.15	\$0.50	\$56.86
04/30/2023	\$39.34	\$3.93	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$58.11	3%	\$0.15	\$0.50	\$58.61
04/28/2024	\$40.64	\$4.06	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$59.89	3%	\$0.15	\$0.50	\$60.39

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SCHEDULE "A2" –
SUMMARY OF WAGES AND BENEFITS -
SIMCOE COUNTY NORTH AND THE DISTRICT OF MUSKOKA**

(Note: Simcoe County North being defined as all parts of Simcoe County other than Simcoe County South)

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	\$0.15	\$48.88
	04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	\$0.15	\$50.38
	04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	\$0.15	\$51.88

Group 1A Handyperson 105% of Labourer Rate	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO.FUND	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
	05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$50.58
	04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$52.12
	04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$53.68

Group 2 - Carpenter	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO.FUND	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
	05/01/2022	\$34.21	\$3.42	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.12	3%	\$0.15	\$52.62
	04/30/2023	\$35.25	\$3.53	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.62	3%	\$0.15	\$54.12
	04/28/2024	\$36.30	\$3.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.12	3%	\$0.15	\$55.62

Group 3 - Foreperson (105% of Labourer)														
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		TOTAL COST EMPLOYER
												WORKING DUES	OPDC - EMPLOYEE	
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$53.68

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SUMMARY OF WAGES AND BENEFITS
 APPRENTICESHIP SCHEDULE – LABOURER
 SIMCOE COUNTY NORTH AND THE DISTRICT OF MUSKOKA**

Apprentice 60% - 0 - 600 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	TOTAL COST EMPLOYER
			WORKING DUES	OPDC - EMPLOYEE													
05/01/2022	\$18.49	\$1.85	\$3.75	\$0.60	\$1.10	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$26.94
04/30/2023	\$19.11	\$1.91	\$3.90	\$0.60	\$1.20	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$27.87
04/28/2024	\$19.74	\$1.97	\$4.05	\$0.60	\$1.30	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$28.81

Apprentice 70% - 601 to 1200 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	TOTAL COST EMPLOYER
			WORKING DUES	OPDC - EMPLOYEE													
05/01/2022	\$21.57	\$2.16	\$3.75	\$0.60	\$1.10	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$30.33
04/30/2023	\$22.29	\$2.23	\$3.90	\$0.60	\$1.20	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$31.37
04/28/2024	\$23.03	\$2.30	\$4.05	\$0.60	\$1.30	\$0.20	\$0.25	\$0.20			\$0.25	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$32.43

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Apprentice 80% - 1201 - 1800 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$24.65	\$2.47	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$41.61	3%	\$0.15	\$0.50	\$42.11
		04/30/2023	\$25.48	\$2.55	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$42.87	3%	\$0.15	\$0.50	\$43.37
		04/28/2024	\$26.32	\$2.63	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$44.14	3%	\$0.15	\$0.50	\$44.64

Apprentice 90% - 1801 - 2400 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$27.73	\$2.77	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.99	3%	\$0.15	\$0.50	\$45.49
		04/30/2023	\$28.66	\$2.87	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.37	3%	\$0.15	\$0.50	\$46.87
		04/28/2024	\$29.61	\$2.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.76	3%	\$0.15	\$0.50	\$48.26

Apprentice 100% - 2401 Hours & Beyond - Group 1 – Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$30.81	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.38	3%	OPDC - EMPLOYEE	\$0.50	\$48.88
04/30/2023	\$31.85	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.88	3%	WORKING DUES	\$0.50	\$50.38
04/28/2024	\$32.90	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.38	3%	EMPLOYEE	\$0.50	\$51.88

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SUMMARY OF WAGES AND BENEFITS
 APPRENTICESHIP SCHEDULE – LABOURER
 APPRENTICESHIP SCHEDULE HANDYMAN / SERVICEMAN (SIMCOE COUNTY NORTH AND THE DISTRICT OF MUSKOKA)**

Apprentice 60% - 0 - 600 Hours		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$19.41	\$1.94	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$27.45	3%	\$0.15	\$0.50	\$27.95	
04/30/2023	\$20.07	\$2.01	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$28.43	3%	\$0.15	\$0.50	\$28.93	
04/28/2024	\$20.72	\$2.07	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$29.39	3%	\$0.15	\$0.50	\$29.89	

Apprentice 70% - 601 to 1200 Hours		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST	
05/01/2022	\$22.65	\$2.27	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.02	3%	\$0.15	\$0.50	\$31.52	
04/30/2023	\$23.41	\$2.34	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.10	3%	\$0.15	\$0.50	\$32.60	
04/28/2024	\$24.18	\$2.42	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.20	3%	\$0.15	\$0.50	\$33.70	

Apprentice 80% - 1201 - 1800 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$25.88	\$2.59	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$43.46
04/30/2023	\$26.75	\$2.68	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$44.77	
04/28/2024	\$27.63	\$2.76	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$46.08	

Apprentice 90% - 1801 - 2400 Hours			EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$29.12	\$2.91	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$47.02	
04/30/2023	\$30.10	\$3.01	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$48.45	
04/28/2024	\$31.09	\$3.11	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$0.50	\$49.89	

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$32.35	\$3.24	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.08	3%	\$0.15	\$0.50	\$50.58
04/30/2023	\$33.44	\$3.34	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.62	3%	\$0.15	\$0.50	\$52.12
04/28/2024	\$34.54	\$3.45	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.18	3%	\$0.15	\$0.50	\$53.68

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SCHEDULE "A3" –
SUMMARY OF WAGES AND BENEFITS -
BOARD AREA 7 AND 27**

Labourer, Handyperson, Carpenter, and Foreperson Schedule

Group 1 - Labourer	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
	05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	WORKING DUES OPDC - EMPLOYEE	\$0.50	\$50.88
	04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3% 3%	\$0.50	\$52.43
	04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.50	\$54.00

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
												WORKING DUES	OPDC - EMPLOYEE		
05/01/2022	\$36.23	\$3.62	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$54.34	3%	\$0.15	\$0.50	\$54.84
04/30/2023	\$37.32	\$3.73	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$55.89	3%	\$0.15	\$0.50	\$56.39
04/28/2024	\$38.43	\$3.84	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$57.46	3%	\$0.15	\$0.50	\$57.96

Group 3 - Foreperson (105% of Labourer)															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE
BOARD AREAS 7 AND 27

Apprentice 60% - 0 - 600 Hours														
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$19.58	\$1.96	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$27.64	OPDC - EMPLOYEE 3%	\$0.50	\$28.14
04/30/2023	\$20.23	\$2.02	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$28.60	OPDC - EMPLOYEE 3%	\$0.50	\$29.10
04/28/2024	\$20.90	\$2.09	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$29.59	OPDC - EMPLOYEE 3%	\$0.50	\$30.09

Apprentice 70% - 601 to 1200 Hours														
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.84	\$2.28	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$31.22	OPDC - EMPLOYEE 3%	\$0.50	\$31.72
04/30/2023	\$23.61	\$2.36	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$32.32	OPDC - EMPLOYEE 3%	\$0.50	\$32.82
04/28/2024	\$24.38	\$2.44	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$33.42	OPDC - EMPLOYEE 3%	\$0.50	\$33.92

Apprentice 80% - 1201 - 1800 Hours			EMPLOYEE DEDUCTIONS	TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST	
																									WORKING DUES	OPDC - EMPLOYEE			
05/01/2022	\$26.10	\$2.61	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$43.20	\$0.20	\$0.25	\$0.10	\$0.20	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$43.70
04/30/2023	\$26.98	\$2.70	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$44.52	\$0.20	\$0.25	\$0.10	\$0.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$45.02
04/28/2024	\$27.86	\$2.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$45.84	\$0.20	\$0.25	\$0.10	\$0.20	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$46.34

Apprentice 90% - 1801 - 2400 Hours			EMPLOYEE DEDUCTIONS	TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %	HOURLY RATE	EFFECTIVE DATE	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST	
																									WORKING DUES	OPDC - EMPLOYEE			
05/01/2022	\$29.36	\$2.94	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$46.79	\$0.20	\$0.25	\$0.10	\$0.20	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$47.29
04/30/2023	\$30.35	\$3.04	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$48.23	\$0.20	\$0.25	\$0.10	\$0.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$48.73
04/28/2024	\$31.35	\$3.14	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.25	\$0.20	\$0.15	\$0.50	\$49.68	\$0.20	\$0.25	\$0.10	\$0.20	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.15	3%	\$0.15	\$0.50	\$50.18

Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$32.63	\$3.26	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$50.38	3%	\$0.15	\$0.50	\$50.88
04/30/2023	\$33.72	\$3.37	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$51.93	3%	\$0.15	\$0.50	\$52.43
04/28/2024	\$34.83	\$3.48	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$53.50	3%	\$0.15	\$0.50	\$54.00

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**SUMMARY OF WAGES AND BENEFITS
 APPRENTICESHIP SCHEDULE – HANDYPERSON/SERVICEPERSON
 BOARD AREAS 7 AND 27**

– Handy person/Serviceperson

Apprentice 60% - 0 - 600 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
															WORKING DUES	OPDC - EMPLOYEE		
			05/01/2022	\$20.56	\$2.06	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$0.25	\$0.20	\$0.20	\$28.72	3%
04/30/2023	\$21.25	\$2.13	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20		\$0.25	\$0.20	\$29.73	3%	\$0.15	\$0.50	\$30.23
04/28/2024	\$21.94	\$2.19	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20		\$0.25	\$0.20	\$30.73	3%	\$0.15	\$0.50	\$31.23

Apprentice 70% - 601 to 1200 Hours			EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
															WORKING DUES	OPDC - EMPLOYEE		
			05/01/2022	\$23.98	\$2.40	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20		\$0.25	\$0.20	\$32.48	3%
04/30/2023	\$24.79	\$2.48	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20		\$0.25	\$0.20	\$33.62	3%	\$0.15	\$0.50	\$34.12
04/28/2024	\$25.60	\$2.56	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20		\$0.25	\$0.20	\$34.76	3%	\$0.15	\$0.50	\$35.26

Apprentice 80% - 1201 - 1800 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$27.41	\$2.74	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$44.64	3%	\$0.15	\$0.50	\$45.14
		04/30/2023	\$28.33	\$2.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$46.00	3%	\$0.15	\$0.50	\$46.50
		04/28/2024	\$29.26	\$2.93	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$47.38	3%	\$0.15	\$0.50	\$47.88

Apprentice 90% - 1801 - 2400 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS		INDUSTRY FUND	EMPLOYER TOTAL COST
														WORKING DUES	OPDC - EMPLOYEE		
		05/01/2022	\$30.83	\$3.08	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$48.40	3%	\$0.15	\$0.50	\$48.90
		04/30/2023	\$31.87	\$3.19	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$49.90	3%	\$0.15	\$0.50	\$50.40
		04/28/2024	\$32.91	\$3.29	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$51.39	3%	\$0.15	\$0.50	\$51.89

Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handyperson/Serviceperson															
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$34.26	\$3.43	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$52.18	3%	\$0.15	\$0.50	\$52.68
04/30/2023	\$35.41	\$3.54	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$53.79	3%	\$0.15	\$0.50	\$54.29
04/28/2024	\$36.57	\$3.66	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$55.42	3%	\$0.15	\$0.50	\$55.92

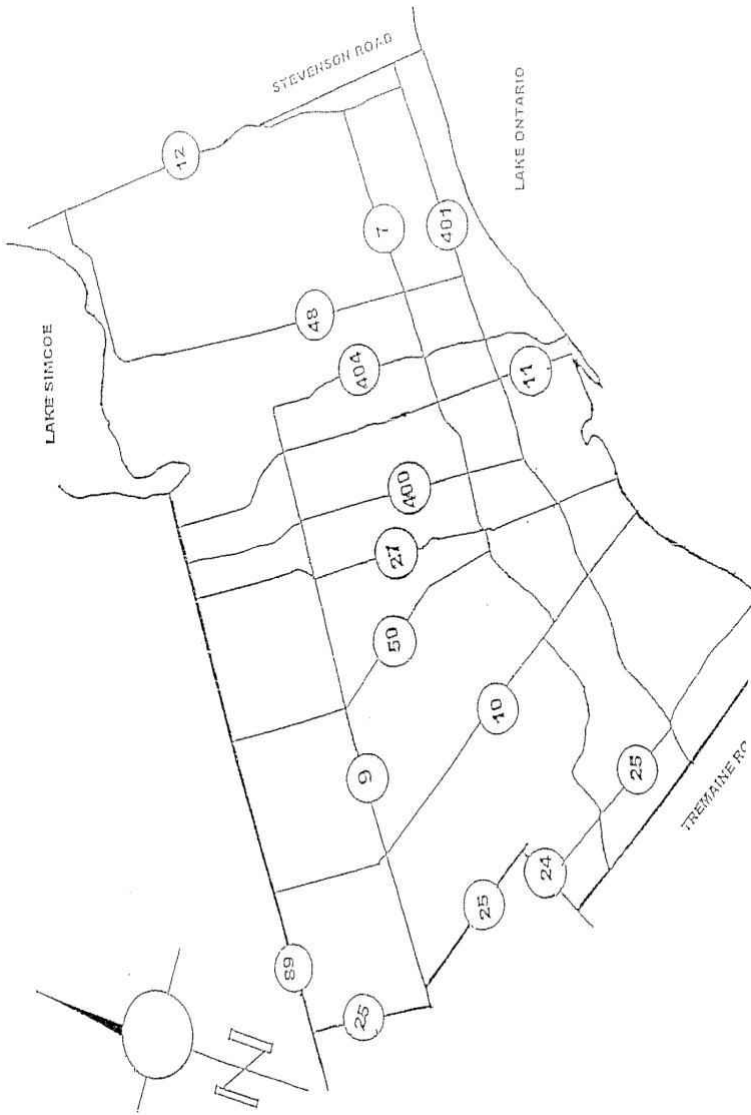
Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SCHEDULE "B1" -

GREATER TORONTO FREE ZONE

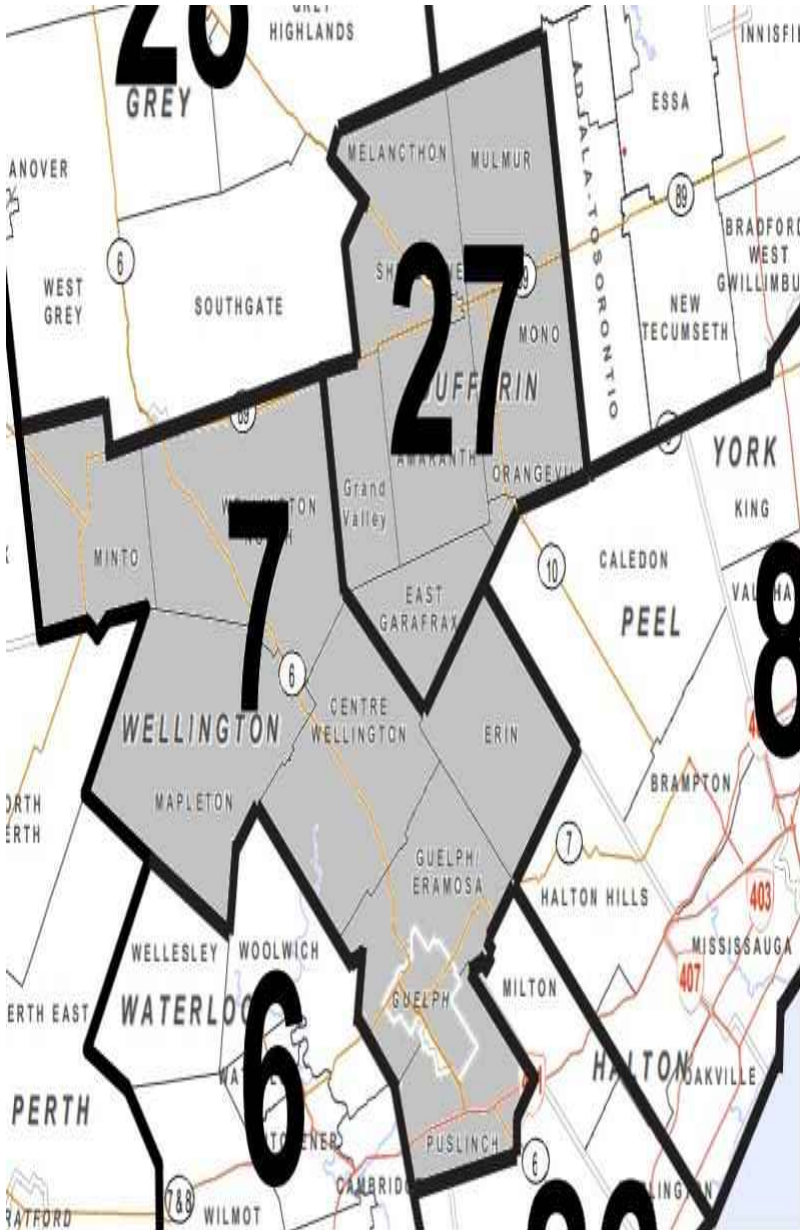


SCHEDULE "B2" –

SIMCOE COUNTY FREE ZONE



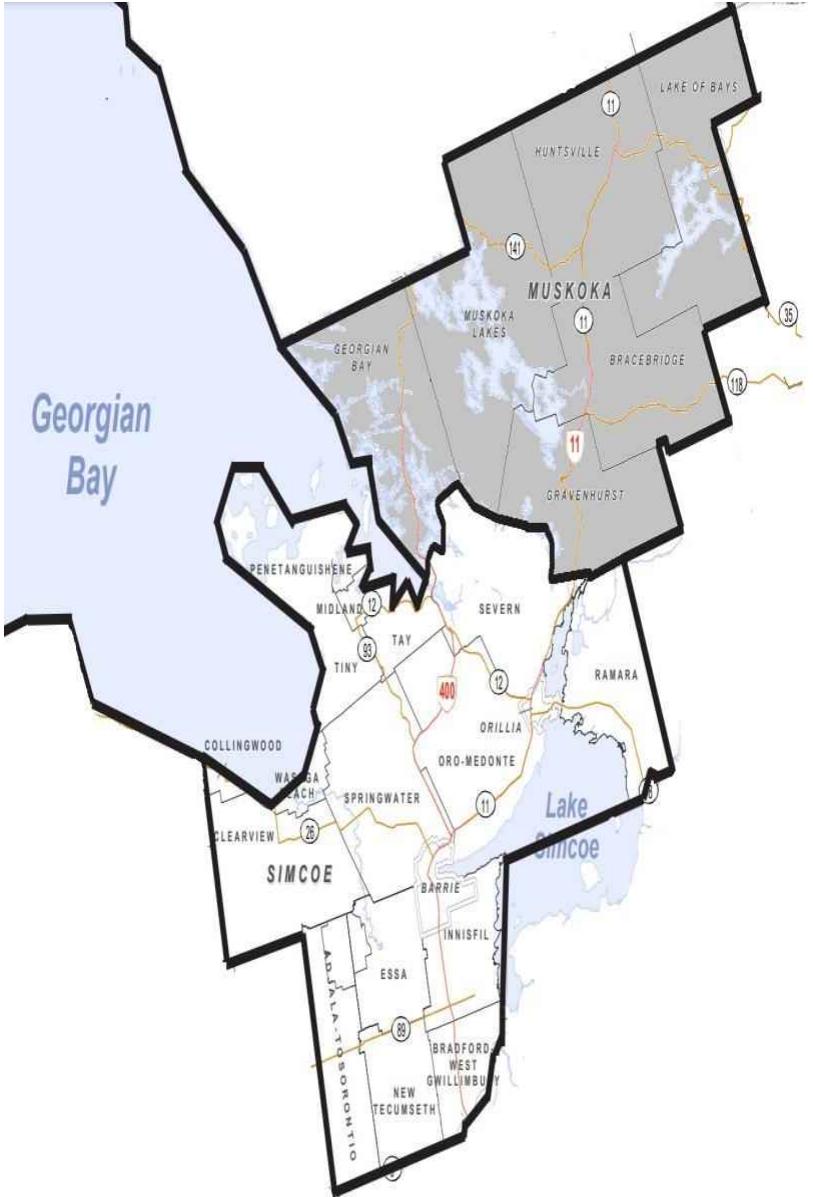
WELLINGTON DUFFERIN FREE ZONE



SCHEDULE "B4" –

MUSKOKA FREE ZONE

DISTRICT OF MUSKOKA IN BOARD AREA 18 SHADED IN GREY



SCHEDULE "C" –

CROSS-OVER COLLECTIVE AGREEMENTS

- A. **"The Apartment Builders Agreement"** being a Collective Agreement between the Metropolitan Toronto Apartment Builders' Association and the Union.
- B. **"The Bricklaying Agreement"** being a Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity and its members; Bricklayers, Masons Independent Union of Canada, Local 1 and Labourers' International Union of North America, Local 183.
- C. **"The Residential Housing Carpentry & Framing Agreement"** being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- D. **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- E. **"The Forming Agreement"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- F. **"The Heavy Engineering Agreement"** being a Collective Agreement between the Heavy Construction Association of Toronto and the Union.
- G. **"The House Basements Agreement"** being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.
- H. **"The Roads Agreement"** being a Collective Agreement between the Metropolitan Toronto Road Builders' Association and A Council of Trade Unions acting as the representative and agent of Teamsters' Local 230 and the Union.

- I. **“The Sewer and Watermain Agreement”** being a Collective Agreement between the Metropolitan Toronto Sewer and Watermain Contractors’ Association and A Council of Trade Unions acting as the representative and agent of Teamsters’ Local 230 and the Union.

- J. **“The Utilities Agreement”** being a Collective Agreement between the Utility Contractors’ Association of Ontario and Labourers’ International Union of North America, Ontario Provincial District Council and its affiliated Local Unions.

- K. **“The Marble, Tile and Terrazzo & Cement Masons Agreement”** being a Collective Agreement binding upon the Residential Tile Contractors’ Association and the Union. Counter-tops are not included in the definition of marble, tile, and terrazzo work.

- L. **“The Railings Agreement”** being a Collective Agreement between the Union and the Greater Toronto Railing Association.

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SCHEDULE "D" - ONSITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS

Note: This Schedule does not apply to Light Wood Framed Apartment Buildings (see Schedule "E")

The parties agree that the onsite installations of panelized or pre-fabricated floor, wall and roof components are covered by this collective agreement.

1.
 - (a) The parties agree that in addition to the geographic areas referred to in Article 1.01(a) of the Collective Agreement, the Collective Agreement applies to the on-site installation of panelized or prefabricated floor, wall and roof components and the operation of any equipment involved in the installation and/or clean-up of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 7, 8, 9, 10, 11, 12, 18, 27 and 29. Board Area 26 will also be covered, but only when the onsite installation of panelized or pre-fabricated floor, wall and roof components is being compensated on a piecework basis.
 - (b) A panelized or prefabricated floor, wall or roof component shall be defined as including the on-site installation of the following:
 - (i) Air Barrier wrap at perimeter headers/rim joists, where applicable;
 - (ii) One staircase landings per floor (when panelized);
 - (iii) Conventional framing fill-in for garage door openings to accommodate grade conditions
2. The Employer shall supply a crane, boom truck, or rotating telescopic boom for the installation of floor panels, roof panels, and exterior walls in excess of ten (10) feet long with sheathing. It is understood that in no circumstances will a pieceworker or employee be

directed to manually lift any floor panel, or any roof panel, or an exterior wall in excess of 10 feet with sheathing.

3. The parties agree that Schedule "B" and any other provisions referencing pieceworkers of the RFCA Agreement is hereby incorporated into Schedule "D" but shall be modified to reflect that in this Schedule those provisions shall apply only to the on-site installation of panels and shall be modified further as follows and as set out in the attached "Schedule for Panel Rates".
 - (a) Schedule "B", Article 4.04 of the RFCA Agreement, shall be modified as applicable to provide that the square footage pieceworker rates for panels, excluding all work in connection with the roof as set out in the subparagraphs below, shall be fifty percent (50%) of the stick frame rates currently set out in Schedule "B" of the RFCA Agreement (without glue: minus \$0.13) of this Agreement where stick frame has been replaced by the panels (i.e. above the first floor sill plate and below the top plate of the top floor and excluding, *inter alia*, walk outs, knee walls and bearing walls in the basement and other items listed in Schedule "B" of the RFCA Agreement as being in addition to the base rate, which shall be compensated for as set out in Schedule "B" of the RFCA Agreement). See attached schedule for the breakdown of panel rates.
 - (b) For all two-storey Houses, Townhouses, and Semi-Detached Houses, thirty-three percent (33%) of the square footage rates for "Houses, Townhouses, and Semi-Detached Houses" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining sixty seven percent (67%) of the rates set out in Article 4.04 of the RFCA Agreement.

- (c) For all three-storey Houses, Townhouses, Semi-Detached Houses, and Stacked Units thirty percent (30%) of the square footage rates for "Houses, Townhouses, Semi-Detached Houses and Stacked Units" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining seventy percent (70%) of the rates set out in Article 4.04 of the RFCA Agreement.
- (d) For all bungalows, forty-five percent (45%) of the square footage rates for "Bungalows" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining fifty-five percent (55%) of the square footage rates set out in Article 4.04 of the RFCA Agreement.
- (e) For Garages and Exposed Attached Garages, forty-nine percent (49%) of the square footage rates for "Garages and Exposed Attached Garages" shall be attributed to the roof. The square footage pieceworker rates for panels in respect of garages and exposed attached garages, excluding all work in connection with the roof, shall be forty-five percent (45%) of the stick frame rates currently set out in Schedule "B" of the Agreement where stick frame has been replaced by the panels as set out above. This deduction from the square footage rates shall therefore be applicable to the fifty-one percent (51%) of the applicable square footage rates set out in Schedule "B" Article 4.08 APPENDIX "A"(6) of the RFCA Agreement.
- (f) For the purpose of clarity, all other rates, extras and negotiable extras shall remain as in the Agreement including but not limited to triple garages and detached garages. The following additional Extras shall also apply:

- (i) A double sill plate at the foundation level and all necessary work to receive the first floor shall be paid per unit as follows:

*For purposes of clarity only, references to "stacked units" in the collective agreement are subject to the definition of "low-rise housing" in Article 1.01(b) thereof.

Double Sill Plate At The Foundation Level	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$75.00	\$80.00	\$85.00
1600 to 2400 sq ft	\$90.00	\$95.00	\$100.00
Over 2400 sq ft	\$120.00	\$125.00	\$130.00

- (ii) Additional top plate on any wall when not built into the panel shall be paid per unit as follows:

Additional Top Plate On Any Wall	May 1, 2022	May 1, 2023	May 1, 2024
Less than 1600 sq ft	\$110.00	\$115.00	\$120.00
1600 to 2400 sq ft	\$145.00	\$150.00	\$155.00
Over 2400 sq ft	\$210.00	\$215.00	\$220.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized framing shall be paid as per Appendix B of this Schedule.
- (h) Slab on Grade: In panelized framing where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade" / "Core Slab" it will pay the applicable structure rate minus \$0.63 per square foot of the Slab on Grade / Core Slab area in lieu of the Floor.
- (i) In order to maximize the efficiencies of the panelization process, the Employer may separate the roof portion and assign it to a different crew to be paid in accordance with the rates and breakdowns set out above and in the attached Schedule "A" charts. It is understood

that a house will be built entirely by piecework crews or hourly direct employees but not a combination thereof. This agreement to permit the Employer to separate the roof and assign it to a separate crew is strictly limited to panelized housing and may not be referred to or applied to conventional framing.

- (j) A completely panelized flat roof shall be paid a rate of:

	May 1, 2022	May 1, 2023	May 1, 2024
Complete panelized Flat Roof	\$1.50 sq/ft	\$1.60 sq/ft	\$1.70 sq/ft

It is further understood that the square footage area shall be calculated based on the square footage area directly covered by the panelized flat roof being installed and not the entire square footage of the dwelling unit. For example, if a dwelling was 2000 square feet, and the panelized flat roof area was 1200 square feet, then the panelized roof area shall be calculated on 1200 square feet.

- 4. Other than the items listed in Appendix B in this Schedule, pieceworkers will not receive remuneration for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels.
- 5. The rate for footings shall be as set out in Schedule B, Article 4.16 or Schedule "C", Article 4 of the RFCA Agreement.
- 6. The parties agree that the following rate will apply to panel gaps and repairs within a panelized house with prior approval of the foreperson:

	May 1, 2022	May 1, 2023	May 1, 2024
Gap & Repair Hourly Rate	\$57.50	\$60.75	\$64.00

The Employer agrees to pay a further twenty percent (20%) on the above-noted hourly rate for Union Working Dues as outlined in Article 2.05 and the Benefit Program as outlined in Article 18 in the Master Portion and Schedule B, Article 4.19, such amounts shall be listed on the Piecework Invoice. This shall increase to 20.50% effective May 1, 2024.

7. The Employer may contract or sub-contract the onsite installation of panelized or prefabricated floor, wall and roof components to Employers who are bound to and apply Schedule "D" of the TRCLB Agreement or Schedule "D" of the RFCA Agreement.
8. The Employer agrees to invite tenders for the supply of panelized floor and/or wall and/or roof components from at least two manufacturers, if available, who are bound to a collective agreement with the Union.
9. In the event that during the term of this Collective Agreement, an Employer panelizes and/or prefabricates a component of housing construction which is not already covered by a panel piecework rate set out in Schedule "D" of this Agreement, the Employer and the Union agree to meet within 15 days of either party giving notice to the other and commence negotiations. The purpose of these negotiations shall be to establish a piecework rate for the installation of the new panelized and/or prefabricated component. Failing agreement of the parties with respect to the establishment of this piecework rate applicable thereto, either party may refer the piecework rate issue to arbitration for final and binding determination before one of Arbitrators Trachuk, Steinberg, or Surdykowski.
10. The Parties agree that any hybrids, being a house where panels are used to replace either walls or floors, but not both, shall be compensated pursuant to the Hybrid Panel Schedule to be negotiated between the Union and the RFCA. If such schedule has not yet been negotiated, the hybrids shall be paid pursuant to the stick framing rates set out in Schedule "B" of the RFCA Agreement with no discount for the use of panels.

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CLARITY Note 1: It is understood that stick frame repairs to a fully panelized house does not make the house a hybrid. Compensation for stick frame repairs are dealt with under paragraph 6 above.

11. Notwithstanding the wage schedule contained in the Collective Agreement, the hourly wages and benefits applicable as of the signing of this Memorandum of Agreement for the work covered by this Schedule, are as set out in the attached Appendix "C" hereto.
12. The benefits package for employees performing the work covered by this Schedule is the same as the benefits schedule for other employees performing work covered by the Collective Agreement.

APPENDIX "A" -PRE-FABRICATED PANEL SCHEDULE

13. As set out in paragraph 3 of Schedule "D", the piece work rates for the on-site installation of panels is as follows:

(a) For All Bungalows:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	45%	55%	50%	
May 1, 2022	\$7.24	\$3.26	\$3.98	\$1.99	\$5.25
May 1, 2023	\$7.49	\$3.37	\$4.12	\$2.06	\$5.43
May 1, 2024	\$7.74	\$3.48	\$4.26	\$2.13	\$5.61

(b) For Two-Storey:(i) Single detached houses less than 1600 sq

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.74	\$2.22	\$4.52	\$2.26	\$4.48
May 1, 2023	\$6.99	\$2.31	\$4.68	\$2.34	\$4.65
May 1, 2024	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81

(ii) Single detached houses 1600 sq ft and over:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$6.48	\$2.14	\$4.34	\$2.17	\$4.31
May 1, 2023	\$6.73	\$2.22	\$4.51	\$2.25	\$4.48
May 1, 2024	\$6.98	\$2.30	\$4.68	\$2.34	\$4.64

(iii) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2022	\$7.24	\$2.39	\$4.85	\$2.43	\$4.81
May 1, 2023	\$7.49	\$2.47	\$5.02	\$2.51	\$4.98
May 1, 2024	\$7.74	\$2.55	\$5.19	\$2.59	\$5.15

(c) **For Three Storey:**

(i) **Single Detached Houses Less Than 1600 Sq Ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$7.14	\$2.14	\$5.00	\$2.50	\$4.64
May 1, 2023	\$7.39	\$2.22	\$5.17	\$2.59	\$4.80
May 1, 2024	\$7.64	\$2.29	\$5.35	\$2.67	\$4.97

(ii) **Single Detached Houses 1600 Sq Ft And Over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$6.88	\$2.06	\$4.82	\$2.41	\$4.47
May 1, 2023	\$7.13	\$2.14	\$4.99	\$2.50	\$4.63
May 1, 2024	\$7.38	\$2.21	\$5.17	\$2.58	\$4.80

(iii) Townhouses And Semi-Detached Houses:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$8.33	\$2.50	\$5.83	\$2.92	\$5.41
May 1, 2023	\$8.56	\$2.57	\$5.99	\$3.00	\$5.56
May 1, 2024	\$8.80	\$2.64	\$6.16	\$3.08	\$5.72

(d) For Back To Back Townhouses, Back To Back Semi-Detached Houses And Stacked Units:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***Reference to RFCA Stick Rate without glue (rate minus \$0.13)**

Notes to all above rates in paragraph 13:

Slab on Grade will count as a floor and will pay the applicable structure rate minus \$0.63 per square foot of slab on grade area.

Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.

Definition: Townhouses and Semi-detached houses must be attached by a living area. Garage area is not a living area.

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(e) For Garages And Exposed Attached Garages:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	49%	51%	45%	
May 1, 2022	\$6.15	\$3.01	\$3.14	\$1.41	\$4.42
May 1, 2023	\$6.30	\$3.09	\$3.21	\$1.45	\$4.53
May 1, 2024	\$6.50	\$3.19	\$3.32	\$1.49	\$4.68

(f) For Under Living Area:

	Panel Rate	Comment
May 1, 2022	\$1.41	Same as "Panel Rates Applicable to Balance" (45%) in (e) above.
May 1, 2023	\$1.45	
May 1, 2024	\$1.49	

APPENDIX "B" - PANEL EXTRAS

Panel Extras

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
1.	High Wall (14 ft +)	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	50% of the stick rate
2.	Unsheathed High Wall	\$3.75/linear foot	\$3.75/linear foot	\$3.75/linear foot	50% of the stick rate
3.	Decorative Box / build-outs (supplied)	\$4.50/linear foot	\$4.63/linear foot	\$4.75/linear foot	50% of the stick rate
4.	Brick Box (supplied sheathed)	\$1.80/sq ft	\$1.80/sq ft	\$1.80/sq ft	
5.	Brick Box not sheathed	\$1.90/sq ft	\$1.90/sq ft	\$1.90/sq ft	
6.	Wall Corners on each floor (no charge for first 8) one rate for all house types	\$66.50/per corner	\$66.50/per corner	\$66.50/per corner	Formula for 2 storey applies 33% of \$100 = \$33.00 (roof) \$100 - \$33.00 = \$67.00 \$67.00 x 50% = \$33.50 \$33.00 + \$33.50 = \$66.50
7.	Flat Porches (Supplied) one rate for all house types	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Formula for 2 storey applies (no roof): \$8.75 x 33% = \$2.899 (roof) \$8.75 - \$2.89 = \$5.86 50% of \$5.86 = \$2.93
8.	High Ceilings 10', 11', 12' and 13' (per sq ft of area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	50% of stick
		11' \$0.35	11' \$0.38	11' \$0.40	
		12' \$0.43	12' \$0.45	12' \$0.48	
		13' \$0.50	13' \$0.53	13' \$0.55	
9.	Flat roof fully panelized	\$1.50	\$1.60	\$1.70	
10.	Walkouts/Lookouts (supplied)	\$1.63/sq ft	\$1.70/sq ft	\$1.78/sq ft	50% of stick 50% of \$3.25/sq ft

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
11.	Sunken Floor (when not supplied as panels but stick framed) one rate for all house types for the sq ft of the sunken floor area	\$5.20	\$5.20	\$5.20	\$2.20 + premium (\$3.00)
12.	Sunken Floor (supplied) one rate for all house types for the sq ft of the sunken floor area	\$2.00	\$2.00	\$2.00	Formula for 2 storey applies to premium calculation: Sunken floor stick premium: \$3.00/sq ft 33% of \$3.00 = \$0.99 (roof) \$3.00 - \$0.99=\$2.01 50% of \$2.01 = \$1.005 \$1.005 + \$0.99 = \$2.00 (for clarity this in addition to the applicable panel base rate)
13.	Basement bearing walls (panel)	\$6.00/linear foot	\$6.50/linear foot	\$7.00/linear foot	50% of Stick rate 50% of \$12.00/linear foot = \$6.00/linear foot
14.	Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	50% of Stick rate 50% of \$3.00/sq ft = \$1.50/sq ft
15.	Chimney / Bump out Fireplace	\$75.00 per floor and \$150.00 for portion above facia	\$75.00 per floor and \$150.00 for portion above facia	\$75.00 per floor and \$150.00 for portion above facia	50% of Stick rate 50% of \$150 = \$75.00 50% of \$300 = \$150.00

#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
16.	Lofts calculated per sq ft of the floor below the loft	Bungalow: \$2.07/sq ft Two Storey: \$1.90/sq ft Three Storey: \$1.85/sq ft	Bungalow: \$2.18/sq ft Two Storey: \$2.00/sq ft Three Storey: \$1.95/sq ft	Bungalow: \$2.28/sq ft Two Storey: \$2.09/sq ft Three Storey: \$2.05/sq ft	Stick = \$2.85/square foot of the floor below the loft (2022) / \$3.00 (2023) / \$3.15 (2024) Bungalow: 45% of \$2.85 = \$1.28 (roof) \$2.85 - \$1.28 = \$1.57 50% of \$1.57 = \$0.785 \$1.28+\$0.785 = \$2.07/sq ft Two Storey: 33% of \$2.85 = \$0.94 (roof) \$2.85 - \$0.94 = \$1.91 50% of \$1.91 = \$0.9547 \$0.94+\$0.95 = \$1.90/sq ft Three Storey: 30% of \$2.85 = \$0.855 (roof) \$2.85- \$0.855 = \$1.995 50% of \$1.995 = \$0.9975 \$0.855+\$0.9975 = \$1.85/sq ft
17.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras
18.	Strapping	\$4.85 /linear foot	\$5.00 /linear foot	\$5.15 /linear foot	
19.	Repair and Gap Hourly Rate	\$57.50	\$60.75	\$64.00	There will be a 20%/20%/20.5% in lieu of benefits payments on the rate. For clarity total rate shall be: 2022: \$69.00 2023: \$72.90 2024: \$77.12

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#	Description	May 1 st 2022	May 1 st 2023	May 1 st 2024	Comments
20.	Landings panelized (2 nd and above landing per floor)	\$30.00	\$30.00	\$30.00	50% of stick
21.	Landings (if not panelized)	\$60.00	\$60.00	\$60.00	100% of stick rate
22.	Elevator Shaft Floor Opening Wall Components	\$50.00 \$75.00	\$50.00 \$75.00	\$50.00 \$75.00	50% of stick
23.	Cathedral Ceiling with front portion (wall) supplied	\$137.50	\$137.50	\$137.50	In 2019-2022 the front portion of Cathedral Ceiling paid \$100. In the 2022-2025 agreement the Cathedral Ceiling rate was increased by 25%. Front: \$100 + 25% = \$125 Panel credit: 50% of stick rate. 50% of \$125 = \$62.50. \$200 - \$62.50 = \$137.50

**APPENDIX "C" –
SUMMARY OF HOURLY WAGES AND BENEFITS
PANEL INSTALLERS**

Note: The panel installer rates below are for Board Area 8 and Simcoe County South. The hourly rate (and vacation pay) are 10% less in Board Areas 7/27; and 15% less in Simcoe County North and the District of Muskoka. The benefit package is the same in all areas.

Note: This Appendix "C" also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Job Foreperson																		
EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST			
05/01/2022	\$45.45	\$4.54	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$64.48	3%	\$0.15	\$0.50	\$64.98			
04/30/2023	\$46.67	\$4.67	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$66.18	3%	\$0.15	\$0.50	\$66.68			
04/28/2024	\$47.90	\$4.79	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$67.88	3%	\$0.15	\$0.50	\$68.38			

Panel Installer Crew Leader		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE		\$41.15	\$4.11	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$59.75	3%	\$0.15	\$0.50	\$60.25
		\$42.37	\$4.24	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$61.45	3%	\$0.15	\$0.50	\$61.95
		\$43.60	\$4.36	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$63.15	3%	\$0.15	\$0.50	\$63.65

Panel Installer		HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
EFFECTIVE DATE		\$37.10	\$3.71	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$55.30	3%	\$0.15	\$0.50	\$55.80
		\$38.33	\$3.83	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$57.00	3%	\$0.15	\$0.50	\$57.50
		\$39.55	\$3.96	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$58.70	3%	\$0.15	\$0.50	\$59.20

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.

**TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
APPRENTICE SCHEDULE - PANEL INSTALLER**

Note: The panel installer rates below are for Board Area 8 and Simcoe County South. The hourly rate (and vacation pay) are 10% less in Board Areas 7/27; and 15% less in Simcoe County North and the District of Muskoka. The benefit package is the same in all areas.

Note: This Appendix “C” also applies to direct employees installing Panels or Light Wood Framed Apartment Buildings.

Apprentice 60% - 0 - 600 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTIONS	INDUSTRY FUND	EMPLOYER TOTAL COST
05/01/2022	\$22.26	\$2.23	\$3.75	\$0.60	\$1.10				\$0.20		\$0.25	\$0.20	\$30.59	3%	\$0.15	\$31.09
04/30/2023	\$23.00	\$2.30	\$3.90	\$0.60	\$1.20				\$0.20		\$0.25	\$0.20	\$31.65	3%	\$0.15	\$32.15
04/28/2024	\$23.73	\$2.37	\$4.05	\$0.60	\$1.30				\$0.20		\$0.25	\$0.20	\$32.70	3%	\$0.15	\$33.20

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Apprentice 70% - 601 to 1200 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$25.97	\$2.60	\$3.75	\$0.60	\$1.10		\$0.20		\$0.25	\$0.20	\$34.67	3%	\$0.15	\$0.50	\$35.17
		04/30/2023	\$26.83	\$2.68	\$3.90	\$0.60	\$1.20		\$0.20		\$0.25	\$0.20	\$35.86	3%	\$0.15	\$0.50	\$36.36
		04/28/2024	\$27.69	\$2.77	\$4.05	\$0.60	\$1.30		\$0.20		\$0.25	\$0.20	\$37.06	3%	\$0.15	\$0.50	\$37.56

Apprentice 80% - 1201 - 1800 Hours		EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10 %	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
		05/01/2022	\$29.68	\$2.97	\$3.75	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$47.14	3%	\$0.15	\$0.50	\$47.64
		04/30/2023	\$30.66	\$3.07	\$3.90	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$48.57	3%	\$0.15	\$0.50	\$49.07
		04/28/2024	\$31.64	\$3.16	\$4.05	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$49.99	3%	\$0.15	\$0.50	\$50.49

Apprentice 90% - 1801 - 2400 Hours		EMPLOYEE DEDUCTIONS		TOTAL PACKAGE	PROMO. FUND	CECOF	PREPAID LEGAL	TRAINING	PENSION	RETIREE FUND	LONG TERM CARE	WELFARE	VACATION PAY - 10 %		EMPLOYER TOTAL COST
EFFECTIVE DATE	HOURLY RATE	WORKING DUES	OPDC - EMPLOYEE												
05/01/2022	\$33.39	\$3.34	\$0.60	\$1.10	\$8.29	\$0.20	\$0.10	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$51.72
04/30/2023	\$34.50	\$3.45	\$0.60	\$1.20	\$8.39	\$0.20	\$0.10	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$53.29
04/28/2024	\$35.60	\$3.56	\$0.60	\$1.30	\$8.49	\$0.20	\$0.10	\$0.25	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	\$0.15	\$54.85

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages

Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

SCHEDULE "E"**LIGHT WOOD FRAMED APARTMENT BUILDING****APPLICATION OF THIS SCHEDULE "E"**

- 1.01** This schedule, and not Schedule "A" to the Collective Agreement, shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings as defined in Article 1.01.

- 1.02** All provisions of Schedule "A" shall apply to direct employees engaged in the building of Light Wood Framed Apartment Buildings, except that the hourly rates shall be as set out in the attached Schedule "D" Appendix C wage charts, or Appendix 1.

- 1.03** The Employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.

APPENDIX 1 – ON-SITE INSTALLATION OF PANELIZED OR PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS IN LIGHT WOOD FRAMED APARTMENT BUILDINGS

The parties agree that the on-site installations of panelized or pre-fabricated floor, wall and roof components in Light Wood Framed Apartment Buildings by Pieceworkers/Subcontractors are covered by this collective agreement.

1.

(a) This Appendix applies to the on-site installation of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 7, 8, 18, and 27 in respect of Light Wood Framed Apartment Buildings.

(b) The parties expressly agree that the terms and rates herein are applicable only to Light Wood Framed Apartment Buildings and that the rates, terms, and conditions herein shall not be referred to or relied upon in any future collective bargaining or in any interest arbitration provision to settle any term of the Collective Agreement, save and except with respect to any modifications to this Appendix.

(c) The parties agree that the rates and conditions set out in this Appendix shall be the same under the collective agreement between the Union and the Toronto Residential Construction Labour Bureau (“the TRCLB Agreement”), and between the Union and the Residential Framing Contractors’ Association of Metropolitan Toronto & Vicinity Inc. (“the RFCA Agreement”), and that any changes or modifications to this Appendix shall be negotiated as between all three parties.

2. The parties agree that Schedule “B” and “E” of the RFCA Agreement is hereby incorporated into this Appendix, but shall be modified to reflect that in this Appendix those provisions shall apply only to the on-site installation of panels on Light Wood Framed Apartment Buildings and shall be modified further as set out herein.

General Conditions

3. For Light Wood Framed Apartment Buildings, it is understood that the Employer may assign multiple piecework crews to work on the same building. It is understood that the Employer

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may divide the work between roof, floors, and walls. It is further understood that the Employer may assign multiple crews to work on the same roof, same floor or same walls. However, where the work is so divided the total amount paid to the piecework crews shall be no less than required by Article 4 and shall be divided equitably between the crews based upon the work performed.

4. Notwithstanding the specifics of Article 5 of Schedule B of the Collective Agreement, it is understood that the framers and/or roughing-in carpenters shall be entitled to invoice no more than bi-weekly for the work completed.
5. The Employer will make remittances to the Union on all paid invoices by no later than the 15th day of the month following the month in which payments were made.
6. It is understood that the Pieceworker/Subcontractor shall not be required to provide a crane.
7. It is understood that in no circumstance will a Pieceworker or Employee be directed or required to manually lift any floor or roof panels, or any load bearing wall panels which are in excess of ten (10) feet long with sheathing.

Piecework Rates for the On-Site Installation of Panels

8. (a) The Piecework Rates for the onsite installation of panels for Light Wood Framed Apartment Buildings up to three (3) storey shall be:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2022	\$9.83	\$2.95	\$6.88	\$3.44	\$6.39
May 1, 2023	\$10.06	\$3.02	\$7.04	\$3.52	\$6.54
May 1, 2024	\$10.30	\$3.09	\$7.21	\$3.61	\$6.70

***REFERENCE TO RFCA STICK RATE WITHOUT GLUE (RATE MINUS \$0.13)**

(b) Where the Light Wood Framed Apartment Building is more than 3 storeys, the storeys above the 3rd shall pay:

	Stick Rate in (a) above	Stick Rate for Floors and Walls	Panel Rates Applicable to Balance	Panel Floors Component	Panel Walls Component
	100%	70%	50%	40%	60%
May 1, 2022	\$9.83	\$6.88	\$3.44	\$1.38	\$2.06
May 1, 2023	\$10.06	\$7.04	\$3.52	\$1.41	\$2.11
May 1, 2024	\$10.30	\$7.21	\$3.61	\$1.44	\$2.17

(i) Spilt between Load bearing Walls and Non-Load Bearing Walls

	Panel Walls Component	Panel Load bearing Walls	Panel Non-Load bearing Walls
	60%	70%	30%
May 1, 2022	\$2.06	\$1.44	\$0.62
May 1, 2023	\$2.11	\$1.48	\$0.63
May 1, 2024	\$2.17	\$1.52	\$0.65

Note: It is understood that buildings 4 or more storeys shall pay (a) + (b).

No Corners

(c) Schedule B, Article 4.08(A)(14) “Slab on Grade / Core Slab” of the RFCA Agreement shall not apply. Slab on Grade will count as a floor and will pay the Total Panel and Roof Rate in (a) above, or the Panel Rates Applicable to Balance in (b) above, as applicable, minus \$0.63 per square foot of slab on grade area. Where the Load Bearing Walls or Non-Load Bearing Walls are not assigned, the rate will be negotiated

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- (d) Strapping on a block or concrete wall shall not be considered a Load Bearing Wall or a Non-Load Bearing Wall, but shall be paid separately at the rate:

	May 1, 2022	May 1, 2023	May 1, 2024
Per Linear Foot	\$4.85	\$5.00	\$5.15

- (e) Roof Pitch 5/12 and over (bird's eye view) for Light Wood Framed Apartment Buildings shall be paid at the Roof Pitch for Bungalows Rate set out in Schedule "B" of the RFCA Agreement, 4.08 APPENDIX "A"(1) applied only to the square footage of the ceiling of the floor directly below the roof.

Roof Pitches for Bungalows

	May 1, 2022	May 1, 2023	May 1, 2024
5/12 to 5 7/8/12	\$0.50	\$0.53	\$0.56
6/12 to 6 7/8/12	\$0.66	\$0.69	\$0.72
7/12 to 7 7/8/12	\$0.78	\$0.82	\$0.86
8/12 to 8 7/8/12	\$0.87	\$0.91	\$0.96
9/12 to 9 7/8/12	\$0.97	\$1.02	\$1.07
10/12 to 10 7/8/12	\$1.08	\$1.13	\$1.19
11/12 to 11 7/8/12	\$1.20	\$1.26	\$1.32
12/12 to 12 7/8/12	\$1.33	\$1.40	\$1.47

Any Roof pitches 13/12 or above shall pay an additional \$0.15 per incremental slope increase;

Note: The rate for a dual pitch roof shall be calculated as a percentage of the square footage of the roof and the appropriate rate applied to the square footage of the top floor area.

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9. Gaps and Panel repairs, with the prior approval of the foreman, shall be paid:

	May 1, 2022	May 1, 2023	May 1, 2024
Panel Gap and Repair Hourly Rate	\$57.50	\$60.75	\$64.00

These amounts shall be listed on the Pieceworker invoice and be subject to remittances as provided in Article 10 below.

10. The installation of hardware and mechanical fasteners (excluding standard nails and staples) on Light Wood Framed Apartment Buildings is not included in any Piecework Price. If assigned to the Pieceworker, all such work shall be paid based upon the actual hours worked, per individual worker engaged in such work at the rate set out in Article 9. It is understood that such amounts shall be listed on the Pieceworker's Invoice and shall be subject to remittances as provided for in Article 11 below.
11. The Employer agrees to pay a further twenty percent (20%) on the gross amounts paid pursuant to the said rates for Union Working Dues, Pension, and the Benefit Program, which shall be remitted in accordance with Schedule B to the RFCA Agreement. This shall increase to 20.5% effective May 1, 2024.

Framing Extras

12. It is understood and agreed that the Pieceworker shall be paid extra for all items, excluding corners, where they are required to perform such work and the item is not incorporated into the pre-fabricated panel.

13. It is understood that the Pieceworker shall not be paid extra for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels, except as specifically listed below:

Panel Extras (paid when panelized)					
Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment	
1. High Ceilings 10', 11', 12' and 13' (per sq ft of the area to which it applies)	10' \$0.13	10' \$0.20	10' \$0.30	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
	11' \$0.35	11' \$0.38	11' \$0.40		
	12' \$0.43	12' \$0.45	12' \$0.48		
	13' \$0.50	13' \$0.53	13' \$0.55		
2. High Wall (14 ft +) Per linear foot	\$12.50/linear foot	\$12.50/linear foot	\$15.00/linear foot	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
3. Flat Porches (supplied) per sq ft of porch area	\$2.93/sq ft of porch area	3.05/sq ft of porch area	3.18/sq ft of porch area	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
4. Parapet Walls	\$1.50/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.58/sq ft + \$0.40/sq ft for sheathing (when applicable)	\$1.65/sq ft + \$0.40/sq ft for sheathing (when applicable)	Same as Panel Schedule to DRCLB, TRCLB and RFCA Agreements	
5. Balcony / Covered Porch per sq ft of porch area (top and bottom panelized)	\$8.75	\$9.10	\$9.50	50% of Covered balcony stick rate	
6. Curbs	\$1.50 per linear foot	\$1.58 per linear foot	\$1.65 per linear foot	50% of stick rate	
7. Decorative Boxes / buildouts (supplied)	\$4.50 / linear foot	\$4.63 / linear foot	\$4.75 / linear foot	Same as Panel Schedule to the DRCLB, TRCLB and RFCA Agreements	

14. The following items are additional extras applicable to Light Wood Framed Apartment Buildings which are to be paid where the pieceworker performs the work, and they are not incorporated into the pre-fabricated panel:

Additional Extras					
	Description	May 1, 2022	May 1, 2023	May 1, 2024	Comment
1.	Curbs	\$3.00 per linear foot	\$3.15 per linear foot	\$3.30 per linear foot	
2.	Sloping of Flat Roof (per sq ft of the flat roof being sloped)	\$2.50	\$2.50	\$2.50	
3.	Sheathing of Flat Roof (per sq ft of the flat roof being sheathed)	\$0.50	\$0.50	\$0.50	
4.	All Posts or Columns	\$90.00 /each	\$95.00/each	\$100.00/each	

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Installation of Wood Window Frames

For purposes of clarity, the parties agree that the installation of wood window frames is included under “frame carpentry” for the purposes of Article 1.03(a) (iii) of the Collective Agreement.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

BERNARDINO FERREIRA

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Carpenters Classification

The parties hereto agree that the reference to Carpenters in the Classifications of Schedule “A” of the Collective Agreement between them effective May 1, 1989, is to be defined as referring to any employee who is hired and employed as a full time Carpenter.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

BERNARDINO FERREIRA

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: No Inferior Collective Agreements

The parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a Collective Agreement with the Union, then the Union agrees that the specific and individual terms and conditions of that Collective Agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the Collective Agreement with the Association.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

*Re: Name of the Universal Workers Union, LIUNA Local 183 (“Local
183”)*

The parties agree that, during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agreed that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under this Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2019.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Successor and Assigns

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to the Collective Agreement. For the purpose of this Letter, “activities” include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of this Collective Agreement.

The parties further agree that all provisions of Section 1(4) and 69 of the Ontario *Labour Relations Act*, (as they exist on the date hereof) are hereby incorporated and form part of this Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of this Collective Agreement and/or Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the *Act*.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 6

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA LOCAL
183**

(hereinafter called the “**Union**”)

Re: Remittances and Contributions

THE PARTIES agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in the Collective Agreement, by transferring any portion of the contributions required to be made to any particular employee benefit fund now existing other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under the Agreement.

The Parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**

(hereinafter called the “**Union**”)

Re: Settlement of Procedures under the Ontario Labour Relations Act

The above-noted parties agree that by meeting and bargaining, pursuant to the duty imposed upon them by the Ontario *Labour Relations Act* (the “*Act*”), and in engaging in the processes with respect to such bargaining set out in the *Act*, they have participated in a proceeding under the *Act* which has now been settled. The settlement of this proceeding has resulted in a Collective Agreement, but has further resulted in this Letter which the parties agree and acknowledge constitutes the settlement of a proceeding under the *Act* which is independent of the said Collective Agreement.

Pursuant to this settlement of the proceeding the parties agree as follows:

- i) Any employer performing work under the Collective Agreement is a construction Employer as defined under the terms and provisions of the Act;

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**

(hereinafter called the “**Union**”)

Re: Repetitive Violations of the Collective Agreement

The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and sub-contracting restrictions, the Union may request a complete financial audit of the Employer’s books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in

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addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

The parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Servicepersons / Handypersons

WHEREAS the Bureau and the Union have been engaged in a dispute concerning the applicability of certain terms and provisions of the existing Collective Agreement to “servicepersons and handypersons”; and

WHEREAS the Union and the Bureau wish to resolve these disputes;

NOW THEREFORE the Bureau and the Union agree to the following Letter of Understanding concerning how the existing Collective Agreement will apply to servicepersons and handypersons:

1. The employer may hire hourly handypersons and servicepersons and/or salaried handypersons and servicepersons;
2. Handypersons and servicepersons who are employed on an hourly basis shall be paid a minimum hourly rate as outlined in Schedule “A”, Article 3.04 of this Collective Agreement;
3. Handypersons and servicepersons employed on a salary basis will be paid a minimum weekly salary equal to forty-four (44) hours paid as outlined in Schedule “A”, Article 3.04;
4. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handypersons and/or servicepersons and the employer and shall be in writing and signed. Upon reaching any of such

agreements it is the responsibility of the Employer to inform the Bureau, in writing, of any agreements reached. The Bureau will thereafter provide a copy of such agreements to the Union;

5. Handypersons and servicepersons who are employed on an hourly basis shall be paid overtime at the rate of time and one-half for hours in excess of forty-four (44) hours in a week, unless such hours are worked on a Sunday or statutory holiday in which case double the regular hourly rate shall be paid; the hours of work stipulated in the Agreement will apply to hourly handypersons/servicepersons;
6. Handypersons and servicepersons employed on a salary basis shall be paid overtime at the rate of time and one-half for hours in excess of eighty-eight (88) hours in a two (2) week period; not including Sundays and statutory holidays for which they will be paid at double the regular hourly rate;
7. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handypersons and servicepersons employed on an hourly basis. With respect to handypersons and servicepersons who are employed on a salaried basis all such remittances and contributions will be made on the basis of a forty-four (44) hour standard work week or such pro-rated amounts thereof where the salaried handyperson or serviceperson works for more than one (1) employer which is bound by this collective agreement;
8. The parties agree that the employers, will within thirty (30) days of the effective date of this Letter of Understanding, provide to the Union revised seniority lists. The seniority dates for all handypersons and servicepersons will be the date on which they were first (1st) employed by the Employer (regardless of whether or not the Collective Agreement was being applied to them at such times);
9. The parties agree that the lay-off and recall from lay-off provisions of the Collective Agreement will apply to all employees including handypersons and servicepersons subject to amended seniority provisions (grandfathered) etc. However, the Union recognizes that both handypersons and servicepersons have specific skills and that other employees

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(including but not necessarily limited to other handypersons and servicepersons) may not be able to perform available work, where all or part of such work includes handyperson or serviceperson work.

10. The Parties agree that the current practices of individual Employers with respect to the supply of tools and/or transportation by or to handypersons or servicepersons will continue for the duration of the Collective Agreement. For the purposes of clarity, where a handyperson/serviceperson is required to use his/her own tools on a site, the Employer shall reimburse the replacement of such tools up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year upon provision of receipts. A request for reimbursement with receipt submitted between the 1st and 15th of the month shall be paid no later than the end of the month, and a request for reimbursement with receipt submitted between the 16th and the end of the month shall be paid no later than the 15th day of the following month;
11. Servicepersons/Handypersons covered by the Agreement who are required to supply their own vehicle in the performance of their work shall receive a minimum monthly allowance of six hundred dollars (\$600.00);
12. At the request of any employee, the Employer shall properly fill out and sign Form T2200 "Declaration of Conditions of Employment" in order to support the employees' claim on their personal income tax return for expenses related to their employment;
13. Nothing in this Letter in any way limits the right of the Employers to require sub trades to repair their original work if incorrect or incomplete;
14. It is agreed that servicepersons/handypersons who are currently members of the Union shall be red circled and remain members of the Union covered by the terms and conditions of the Collective Agreement even though they perform work as servicepersons/handypersons outside of the scope of the Collective Agreement in accordance with Article 1.01 (a) may join the Union and thereby become covered by the Collective Agreement;

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15. It is agreed that a handyperson/serviceperson who is excluded from the bargaining unit may perform handyperson/serviceperson duties in the bargaining unit in the case of an emergency or when handypersons/servicepersons are not readily available to perform the work required provided it will not result in a lay-off of an employee in the Bargaining Unit;
16. The parties agree that the provisions of this Letter of Understanding form part of the Collective Agreement binding upon them and are enforceable as such, effective September 1, 2001.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Sub-Contracting and Cross-Over Provisions

The terms of this Letter of Understanding No. 10 shall apply to the TRCLB Agreement.

The Parties agree as follows with respect to adding a new type of work to subcontracting provisions set out in this Collective Agreement, and/or in expanding the existing subcontracting provisions to a new geographic area covered by this Collective Agreement and/or in adding a collective agreement to the cross over provisions of this Collective Agreement:

1. For the purpose of this Letter of Understanding a new type of work shall refer to a particular part of the construction industry as described by work jurisdiction and need not reflect the full scope of work listed in any collective agreement.

Unless the parties agree or an arbitrator orders otherwise, a request to include such subcontracting (the “request”) must reflect the geographic scope of the applicable Schedule under which the work is being requested (*e.g.* Board Area No 8 and Simcoe County South, Board Area 7 and 27, *etc.*) and need not reflect the full geographic scope of this Collective Agreement.

The parties further agree that once a type of work is included in the subcontracting provisions, any request to extend the subcontracting to a new geographic area shall use the same definition of the type of work as is already included in the Collective Agreement.

2. If, at any time during the term of the Collective Agreement, the Union is successful in entering into contractual relations with seventy (70) percent of the contractors or subcontractors, employing at least seventy (70%) percent of the employees, in any particular part of the residential construction sector of the construction industry, then the Union may request that type of work to be included in the subcontracting provisions, and if it can establish that it meets such requirement then the Employer will only contract or subcontract such work to companies who are in contractual relations with the Union;
3. In assessing a claim under paragraph 2, the parties will have regard to the four (4) week period immediately prior to the Union's request, having regard to work performed by all employees and/or contractors in the geographic area being claimed but shall exclude any employer who has not performed any of the work which is the subject of the request for any Union or non-Union builder (which includes any developer or general contractor) in the residential sector in the relevant geographic area during a) the term of the agreement, or b) the 2 year prior to the request , whichever is greater.
4. Where the parties are unable to agree as to whether the Union has met the test set out in paragraph 2, then it shall be dealt with by way of an arbitration, and both parties agree to schedule such matters expeditiously and to fully cooperate in gathering and exchanging such documents and information as may be relevant to the case such that the hearing will occur within 90 days of the Union's request. In the interest of expedition, the parties also agree that the Arbitrator shall have the power to use an expedited mediation/arbitration system to determine which facts are in dispute, and to limit or dispense with the calling of evidence, and where necessary to limit any evidence to such matters in dispute.
5. If the Union is successful in a claim for new subcontracting, the new work shall be added to the subcontracting thirty (30) days following the agreement of the parties, or the arbitrator's decision, as the case may be.
6. For projects covered by the TRCLB Agreement, other than those covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and

awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement for up to 1 year from the date of the union's initial request, or where the matter proceeds to arbitration, 6 months from the date of the arbitrator's award (whichever is later).

7. For projects covered by the LWFAB Schedule, any work forming part of the claim shall be 'grandfathered', such that any work that has been tendered as of the date of the Union's request and awarded within the two-week period immediately after the Union's request may continue without regard to the new subcontracting requirement provided that the project at which the work subject to the Union's request commences within 1 year from the date of the Union's initial request.
8. If the Union is unsuccessful in a request under the Letter of Understanding (the "denied request") the parties agree that the Union shall not make any request for work forming any part of the denied request within the same geographic area and under the same collective agreement for (i) the duration of the Collective Agreement during with the denied request was made; or (ii) for one (1) year from the date on which initial request was made, whichever is longer.
9. Further, the parties agree that with respect to any particular part of the low-rise residential sector of the construction industry which are added to the subcontracting provisions pursuant to this Letter of Understanding, then should, on the ninetieth (90th) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-one (51%) of the relevant companies employing fifty five percent (55%) of the employees in that particular part of the low-rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed. The Parties agree that the above-noted paragraphs 1, 3, and 4 will also apply (with necessary modification) to the deletion or removal or any particular part of the low-rise residential sector of the construction industry.
10. The Parties agree that the above-noted tests and provisions will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Schedule "C" of the Collective Agreement.

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11. It is understood that paragraph 9 above does not, in any way, apply to those particular parts of the residential sector of the construction industry which were added to the sub-contracting provisions or those collective agreements which were added to the cross-over clause of the Collective Agreement prior to May 1, 2019.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Piecework Maintenance Letter

With respect to any work currently covered by the subcontracting clause, Article 1.03 or any work which may become covered in the future by the subcontracting clause, Article 1.03, the Union agrees that it shall maintain any piecework rates or practices currently contained in any collective agreement which is now covered or may become covered in the future by Article 1.03. Without restricting the generality of the foregoing, the Union agrees that it will not instigate or negotiate an end to any piecework rates currently contained in any collective agreement or utilized by any subcontractors performing work covered by the subcontracting clause, Article 1.03.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

JACK OLIVEIRA

TAD PUTYRA

LUIS CAMARA

ERNIE RINOMATO

PHIL RUBINOFF

BERNARDINO FERREIRA

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: OLRB Board Area 9

WHEREAS the Union’s geographic jurisdiction has expanded to include Board Area Nine (9); and

WHEREAS the Union has secured bargaining rights with certain house builders, including members of the Bureau, in Board Area Nine (9); and

WHEREAS the parties agree that it is important to have the stability which an Employer Association and a common agreement offers in as much of the expanded Board Areas as is practical; and

WHEREAS certain employees of the Employers are covered by the Collective Agreement when they work outside OLRB Area Eight (8) and Simcoe County; and

WHEREAS in view of all of the above, but without in any way expanding or extending the Union’s existing bargaining rights, the parties agree on the importance of the Bureau playing a role in agreements for the expanded geographic areas;

NOW THEREFORE the parties agree as follows:

- i) The standard collective agreement between the Union and the Durham Residential Construction Labour Bureau will become an appendix to the Bureau Collective Agreement;

- ii) It is understood that, upon the Union obtaining bargaining rights with any signatory companies of the TRCLB Agreement in any of the expanded geographic areas for which an appendix exists then the Employer will automatically become bound to a collective agreement which includes all of the terms and conditions of the applicable appendix;

- iii) The parties agree that in the event that an Employer which is not a member of the Bureau desires or is required to enter into a collective agreement with the Union covering Board Area Nine (9) then the Union agrees that specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the employer than the specific and individual terms and conditions of the standard collective agreement referred to in i) above.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 13

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Steel Framing Side Letter

The Bureau agrees to reissue the letter it forwarded to the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity regarding steel framing. The Union agrees that it will only use or refer to this Letter in the case of a jurisdictional dispute complaint being filed with the Ontario Labour Relations Board regarding steel framing. Otherwise, the Union agrees that it will not refer to or utilize this Letter in any way save and except a jurisdictional dispute noted above.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA
ERNIE RINOMATO
PHIL RUBINOFF
WALTER ZANUTEL
SANDRO CAMPOLI
ANDREW PARISER
RICHARD LYALL

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Health and Safety

The parties agree that occupational health and safety is vitally important to all employees working under the Agreement.

The parties agree that occupational health & safety training is crucial in order for all persons to comply with the *Occupational Health and Safety Act*.

Therefore the parties agree to support the goal of providing a healthy and safe workplace encouraging and facilitating:

- A cooperative attitude and approach to health and safety in the workplace by all persons;
- Attendance at all relevant health and safety training programs run by the Training Centre;
- Compliance with the provisions of the *Occupational Health and Safety Act* and its Regulations
- Compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- Effective communication and pro-active approach to all health and safety matters.

The parties are confident that by encouraging the foregoing principles of education, co-operation, and responsibility that they will be able to promote and achieve a safe workplace for all persons.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

LETTER OF UNDERSTANDING NO. 15

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “Bureau”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “Union”)

Re: Subcontracting for Board Areas 7 and 27 and Simcoe County North

- (a) Where the employer seeks to contract or subcontract work set out in Article 1.03 (a) or 1.03 (b) of the collective agreement on a specific job in Board Areas 7, 27, and/or Simcoe County North and cannot obtain reasonable bids from contractors in contractual relations with the Union (“Union Contractors”) for any such work, it shall advise the Union in writing and provide the Union with the tender/bid package for the specific work, the list and contact information for the contractors contacted for the work, and if the Union cannot get one Union Contractor to provide a reasonable bid for the work within 15 calendar days, the Union will waive the requirement for contracting or subcontracting for that specific work on that job.
- (b) Any dispute over the interpretation, application or alleged violation of this provision may be referred, by either party, to an expedited dispute process described as follows:
 - (i) Names of arbitrators: Eli Gedalof; Harvey Beresford; Bernard Fishbein; Jesse Nyman; Brian Maclean
 - (ii) Time frames for hearing and decision (bottom line with reasons to follow) evenings and weekends.
 - (iii) An employer who contracts or subcontracts in accordance with the decision of the arbitrator, or in accordance with the Union's waiver, will be deemed to

be compliant with the contracting and subcontracting provisions of the agreement. In such a scenario, the employer will exercise best efforts to not contract or subcontract the work to a contractor who is bound to a collective agreement that covers the applicable work within the applicable Board Area with a union other than any local or affiliated union of the Labourers' International Union of North America.

- (c) For the purpose of clarity, the parties agree that the Union shall not in any manner whatsoever, grieve, penalize, fine, impose any consequence upon, or seek to enforce the applicable collective agreement in any manner whatsoever against any contractor bound to a collective agreement that applies to work forming any part of the subcontracting provisions of the TRCLB Agreement because the Builder has a non-Union contractor performing work in accordance with this Letter of Understanding. For the purpose of further clarity, enforcing the applicable collective agreement includes refusing to perform any work forming any part of the subcontracting provisions of the TRCLB Agreement (or to continue to perform work) or to be directed or requested by the Union in any manner whatsoever or for any reason whatsoever, to work or not to work (or to continue to work or not to work) at the Builder's sites within the geographic scope of the TRCLB, DRCLB, or MTABA Agreement.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA
ERNIE RINOMATO
PHIL RUBINOFF
WALTER ZANUTEL
SANDRO CAMPOLI
ANDREW PARISER
RICHARD LYALL

LETTER OF UNDERSTANDING NO. 16

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Health and Safety Training

WHEREAS the parties are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

WHEREAS the parties wish to ensure the employees benefit from Occupational Health and Safety training appropriate to their work industry; and

WHEREAS the parties have agreed to include a certification requirement as a condition of employment in Article 12.09 and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 12.09 does not cause a hardship for employees or the Employer;

NOW THEREFORE the parties agree as follows:

1. By no later than July 1, 2010, the Employer shall complete an inventory of each employee’s health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;

3. The employee shall be required to obtain the identified certification(s) on their own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee their regular rate for each hour spent taking the required courses;

4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2011.

5. Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s).

6. After April 1, 2011 if an Employer is required to hire a new employee to the low-rise residential sector in accordance with the provision of the Agreement the Union shall issue a Referral Slip in accordance with Article 2.02 and the employee must attend the Health and Safety Program to be developed by the Bureau after being hired and attain a certificate of program completion on the employee's own time.

7. Nothing in the Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the Employee pursuant to the provisions of the *Occupational Health and Safety Act*.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA
ERNIE RINOMATO
PHIL RUBINOFF
WALTER ZANUTEL
SANDRO CAMPOLI
ANDREW PARISER
RICHARD LYALL

LETTER OF UNDERSTANDING NO. 17

BETWEEN:

TORONTO RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

**LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL
183**
(hereinafter called the “**Union**”)

Re: Industry Review

The parties agree a review of the industry for builders bound to this Collective Agreement is vitally important to all employees working under this Agreement.

The parties therefore agree that representatives of the Union and the Bureau shall meet once every three (3) months for an industry review discussion.

Signed and dated at Vaughan this 1st day of May, 2022.

ON BEHALF OF:
LIUNA LOCAL 183

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

ON BEHALF OF:
Toronto Residential
Construction Labour Bureau

TAD PUTYRA

ERNIE RINOMATO

PHIL RUBINOFF

WALTER ZANUTEL

SANDRO CAMPOLI

ANDREW PARISER

RICHARD LYALL

ACKNOWLEDGEMENT

LIUNA Local 183 wishes to dedicate this page to the bargaining unit members of the Committee who participated in the negotiation of the terms and conditions of the 2022 – 2025 Collective Agreement.

LIUNA Local 183 appreciates the hard work and valuable contributions of the following bargaining unit members.

ANTHONY NESCI
JOHN L. MIRANDA

WAYGAR CAPITAL INC., AS AGENT
FOR NINEPOINT CANADIAN SENIOR
DEBT MASTER FUND L.P.
Applicant

and

QUALITY RUGS OF CANADA LIMITED
et al.
Respondents

Court File No.: CV-23-00703292-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

**RESPONDING MOTION RECORD
OF LIUNA LOCAL 183
(RE: HOLDBACK)
VOLUME 3 OF 2**

KOSKIE MINSKY LLP
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Toronto ON M5H 3R3

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Tel: 416-595-2130

Lawyers for LIUNA Local 183

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

QUALITY RUGS OF CANADA LIMITED

Applicant

- and -

**WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR
DEBT MASTER FUND L.P.**

Respondent

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES
LISTED IN SCHEDULE "A" HERETO (THE "APPLICANTS")

**RESPONDING MOTION RECORD OF LIUNA LOCAL 183
(RE: HOLDBACK)
VOLUME 2 OF 2**

September 19, 2023

KOSKIE MINSKY LLP
20 Queen Street West, Suite 900
Toronto ON M5H 3R3

Demetrios Yiokaris LSO#: 45852L
dyiokaris@kmlaw.ca
Tel: 416-595-2130

Lawyers for LIUNA LOCAL 183

TO: THE SERVICE LIST

Court File No.: CV-23-00703933-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N :

QUALITY RUGS OF CANADA LIMITED

Applicant

- and -

**WAYGAR CAPITAL INC., AS AGENT FOR NINEPOINT CANADIAN SENIOR
DEBT MASTER FUND L.P.**

Respondent

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, C. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT
OF QUALITY RUGS OF CANADA LIMITED AND THE OTHER COMPANIES
LISTED IN SCHEDULE "A" HERETO (THE "APPLICANTS")

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This is **Exhibit "Q"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

COLLECTIVE AGREEMENT

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

May 1, 2019 – April 30, 2022

COLLECTIVE AGREEMENT

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

-AND-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

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**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
HOUSE BUILDERS COLLECTIVE AGREEMENT**

THIS AGREEMENT made and entered into this 1st day of May, 2019.

B E T W E E N:

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
25 North Rivermede Road, Unit 13, Vaughan, Ontario L4K 5V4
(hereinafter called the "Bureau")**

- and -

**LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3
(hereinafter called the "Union")**

WHEREAS the Bureau, acting on behalf of the Companies whose names appear on the attached Schedule of Employers, and the Union wish to make a common collective agreement with respect to certain employees of the Employers engaged in Construction as defined in Article 1 of this Collective Agreement and to provide for and ensure uniform interpretation and application in the administration of the Collective Agreement;

AND WHEREAS in order to ensure uniform interpretation and application of the Collective Agreement, the said Union recognizes the formation by the Employers of the Bureau and agrees to deal with the said Bureau as the agent of the Employers who are Members thereof in negotiation and administering a common Collective Agreement and agrees not to negotiate with any of the said Employers on an individual basis;

AND WHEREAS the Bureau recognizes the Union as the Collective Bargaining Agent with respect to the employees of the Employers covered by this Agreement;

NOW THEREFORE it is agreed as follows:

ARTICLE 1 - RECOGNITION

- 1.01 (a) Each of the Employers recognizes the Union as the Collective Bargaining Agent for all of its own construction employees engaged in the on-site construction of all types of low-rise housing and their natural amenities up

to the date of closing (which is defined as the time when the purchaser is in possession of the keys to the unit) of said housing or part thereof while working in the O.L.R.B. Geographic Area No. Nine (9) namely the Regional Municipality of Durham (except the Towns of Ajax and Pickering), the geographic township of Cavan in the County of Peterborough and the Geographic Township of Manvers in the County of Victoria in the Regional Municipality of Durham, and such other geographic areas to which this Agreement may apply to save and except employees employed as non-working foremen and persons above the rank of non-working foreman, watchmen and engineering staff.

- (b) Low-rise housing for the purposes of this Agreement shall mean housing of not more than three (3) stories in height (basement plus three (3) storeys), as well as a four (4) storey (basement plus four (4) storeys) single family townhouse.
- (c) For the purposes of clarity, both the Union and the Bureau agree that this Agreement includes the on-site installation of panelized or pre-fabricated floor, wall and roof components.

1.02

- (a) The Employer agrees to contract and/or subcontract the following work only to Contractors who are in contractual relations with the Union:
 - (i) Basement Forming in the Towns of Whitby and Oshawa;
 - (ii) Concrete and Drain in the Towns of Whitby and Oshawa;
 - (iii) Frame Carpentry in the Towns of Whitby and Oshawa;
 - (iv) Bricklaying in the Towns of Whitby and Oshawa.

In addition to the foregoing obligations upon the Employer, the Employer agrees that when it contracts or subcontracts frame carpentry work, it shall require that the installers of such framing shall be covered by and be compensated in accordance with the Collective Agreement between the Residential Framing Contractors Association and the Union.

- (b) i) Whenever an Employer covered by this Agreement engages in construction which includes all of the following:
 - where he owns a tract of land, services it;
 - sub-divides it and builds houses on it, the Employer will only contract or subcontract Sewer and Watermain, Utility, and Road Building to Contractors who are in contractual relations with the Union.
- ii) Where a member Employer of the Bureau engages in providing site services as in 1.02 (b) (i) as part of an association of companies or as an associate of another company, the member Employer will not be

considered an “Associated Company” unless it falls within the definition of Associated Company as defined in the *Income Tax Act* Canada.

- (c) Should a contract or subcontract for general on-site labour, as defined in Article 1, 1.01 and Schedule “A”, Section 4 Classifications, hereof, be awarded, such subcontractor must be in contractual relationship with the Union.

Notwithstanding the preceding, and without prejudice, the following will be exempted:

- i) Final House and Window Cleaning, and ongoing Housekeeping Maintenance;
 - ii) Landscaping and Driveway Paving;
 - iii) Those Labourers normally employed by traditional Trades such as Drywall, Mechanical, etc.
- (d) The Union must forthwith supply to the Bureau a list of those Contractors which are in contractual relationship with it in Board Area Nine (9), which list shall be revised by the Union as necessary, but in no event less than quarterly. The Union must also supply to the Bureau a copy of all current collective agreements covering Board Area Nine (9) with each and every Employer’s Organization for every trade or sub-trade mentioned in the subcontracting clause or the cross-over clause of this Agreement. The Union is required to send a copy of any certificates obtained by the Union with respect to the certification of new builders who are (or become bound by) this Collective Agreement.
 - (e) The Employer agrees that when it is required to contract or subcontract work to a contractor which is in contractual relations with the Union, it must be contracted or sub-contracted to contractors or sub-contractors who are bound to this Agreement or the appropriate agreement set out in Schedule “C”, whichever is applicable to the specific work involved.

1.03 In the event an Employer covered by this Agreement engages in the construction of houses as herein defined, by means of a corporation, individual, firm, syndicate or association or combination thereof, and where the Employer is the Builder, it shall be deemed that the corporation, individual, firm, syndicate or association or combination thereof, is bound by the Agreement for the purposes of such Construction work.

1.04 If the Employer is actively engaged in the performance of work covered by the Union’s other collective agreements as set out in Schedule “B” of this Agreement it shall be performed under this Agreement according to the terms and conditions of the Union’s applicable agreement as outlined in Schedule “B” of this Agreement. For the purposes of clarity it is agreed that this article only applies when the Employer is performing work covered by the Union’s other collective agreements as set out in Schedule “B” with its own employees and does not

apply to the Employer's contracting/subcontracting obligation set out in other provisions of the Collective Agreement.

ARTICLE 2 - UNION SECURITY

2.01 All employees shall, when working in a position within the Bargaining Unit described in Article 1 hereof, be required as a condition of employment, to be a member in good standing of the Union before commencing employment, and shall be required to maintain such membership while working within the Bargaining Unit for the duration of this Agreement. The Union shall not unreasonably refuse the right to any applicant to become a member.

2.02 In the event that the Employer desires to employ a new employee, the new employee must present to the Employer a Referral Slip from the Union prior to his commencing employment. It is understood and agreed that the Union may refuse to issue a Referral Slip to the employee requested by the Employer, only in the event that the employee is not in good standing with the Union.

All new hires who have never been a member of the Union shall be subject to a thirty (30) working day probationary period during which the employer may terminate the employee without cause provided it is not discriminatory or in bad faith. Employers are entitled to ask for and receive for all new employees prior to commencing work a signed acknowledgement of the receipt of the Employer's workplace policies, including but not limited to any health and safety policies.

2.03 It is expressly understood and agreed that no Employer shall be required to discharge any employee for violation of the provisions of this Article for Union Security for any reason other than non-payment of regular Monthly Dues or the refusal of the employee to join the Union as aforementioned, notwithstanding anything to the contrary herein contained.

2.04 Each employee shall, when working in a position within the Bargaining Unit described in Article 1 above, be required as a condition of employment to have his regular Monthly Union Dues and any required working dues checked off and the Union agrees to duly inform the Employer of the amounts of such Union dues and working dues and any changes in the amounts. The Employer agrees to make such deductions from the first (1st) pay issued to the employee each calendar month and remit the same to the Union not later than the fifteenth (15th) day of the following month to the Secretary Treasurer of the Union. The Employer shall, when remitting such dues, name the employees and their Social Insurance Numbers from whose pay such deductions have been made.

2.05 It is expressly understood and agreed that the Union will save harmless the Employer or Employers of the Bureau from any claim arising pursuant to any deduction made under this Article.

2.06 In the event that the Union desires to enter into a collective agreement with a Low-Rise Housing Builder who is not bound by this Collective Agreement, the Union agrees that such collective agreement should be on terms no more advantageous than this Collective

Agreement, as amended, to reflect that this Collective Agreement is with an individual employer not the Association herein.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union agrees that it is the exclusive function of each Employer covered by this Agreement:

- (i) to conduct his business in all respects in accordance with its commitments and responsibilities, including the right to manage the jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to determine the kinds and locations of machines, tools and equipment to be used and the schedules of production, to judge the qualification of the employees and to maintain order, discipline and efficiency;
- (ii) to hire, discharge, classify, transfer, promote, demote, lay-off, suspend or otherwise discipline employees, provided that a claim by an employee that he has been discharged, suspended, disciplined, or has been subjected to disciplinary demotion without reasonable cause shall be subject to the provisions of the Grievance Procedure;
- (iii) to make, alter from time to time, and enforce reasonable rules of conduct and procedure to be observed by the employees;
- (iv) to assign and re-assign work to employees to determine and judge the content and functions of all jobs and classifications, to change and vary at any time such work assignments, to introduce new and improved methods and equipment and to establish and maintain an efficient mobile work force with diverse skills, and it is agreed that these functions shall not be exercised in a manner inconsistent with the express provisions of this Agreement;
- (v) It is agreed that none of the above-noted rights shall be exercised in a manner which is unreasonable, arbitrary, discriminatory or in bad faith.

3.02 Technology Clause - In the event that during the term of this Collective Agreement industry developments or practices result in new methods of construction and/or result in the requirement for new classifications of any employee of any Employer covered by this Collective Agreement, whether or not such changes are the result of technological change or not, the Employer and the Union shall meet within fifteen (15) days notice of either upon the other and commence negotiations. The sole and restricted purpose of these negotiations shall be to establish such classifications and wage and/or piecework rates applicable thereto. Failing the agreement of the parties with respect to the establishment of new classifications and/or wage and/or piecework rates applicable thereto, either party may refer such issues to arbitration for final and binding determination.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

4.02 It is understood and agreed that an employee does not have a Grievance until he has discussed the matter with his Job Superintendent and given him an opportunity of dealing with the complaint. The employee may have his Steward or Business Representative present, if he so desires.

4.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:

- (i) Within twenty-one (21) days after the circumstances giving rise to the Grievance occurred or originated except in the case of a Discharge Grievance, which shall be presented within five (5) working days, the Grievance shall be presented to the Employer in writing, and the parties shall meet within five (5) working days in an endeavour to settle the Grievance.
- (ii) Grievances dealing with alleged violations of Hours of Work, Rates of Pay, Overtime, Travel Expenses, and/or Vacation Pay, may be brought forward within three (3) months of such alleged violations. Grievances dealing with alleged violation of Welfare, Pension, Dues, Training Fund and/or Industry Fund and/or any other fund provisions may be brought forward within forty-five (45) days after the circumstances giving rise to such Grievance became known or ought reasonably to have become known to the Union. It is further understood that such grievances may be retroactive to the first (1st) day of the alleged violation provided such grievances are proven.

4.04 It is understood that the Employer may deliver a written grievance, as defined in Article 4.03, against the Union, and the Union may deliver a written grievance as defined in Article 4.03 against the Employer, within the timelines set out in Article 4 and any such grievance may be referred to arbitration in accordance with Article 5.

ARTICLE 5 - ARBITRATION

5.01 The parties to this Agreement agree that any Grievance concerning the interpretation or alleged violation of this Agreement, which has been properly carried through all the steps of the Grievance Procedure outlined in Article 4 and has not been settled shall be referred to an Arbitrator at the request of either of the parties hereto, within forty-five (45)

calendar days of the delivery of the grievance to the other party, by written notice of the grieving party to the other party.

5.02 Either party may refer a grievance arising under this agreement to a single arbitrator selected from the following group of arbitrators in rotating order:

Larry Steinberg

George Surdykowski

Laura Trachuk

Provided that the arbitrator can schedule a hearing within thirty (30) days of the referral of the grievance to him/her failing which the parties shall canvass availability to schedule such a hearing from the next arbitrator on this list.

5.03 In the event that during the lifetime of this Agreement one (1) or more of the said agreed-upon Official Arbitrators will be unable to serve their term as Arbitrator then the parties shall meet within ten (10) working days of receiving such notice of the termination of the Arbitrator(s) and agree to appoint a new person(s) to act as Official Arbitrator(s). In the event that the parties will be unable to agree upon the Official Arbitrator(s), then the matter shall be referred to The Minister of Labour of the Province of Ontario who will be asked to nominate a person(s) to act as Official Arbitrator(s).

5.04 Upon receipt of a Notice to Arbitrate, the Arbitrator shall arrange a Hearing at the earliest possible date but in every case all interested parties shall be given at least two (2) clear days notice.

5.05 Upon hearing all of the evidence and submission of all of the parties to the Arbitration Hearing, the Official Arbitrator shall make an Award in writing which shall be final and binding. Reasons shall be given in every case but in order to avoid delay, the reasons need not be given at the time of the making of the Award.

5.06 The nature of the Grievance, the remedy sought and the section or sections of the Agreement which are alleged to have been violated, shall be set out in the written records of the Grievance and not be subject to change in later steps.

5.07 Arbitrators shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and conditions of this Agreement.

5.08 In determining the time which is allowed in the various steps, Sundays and statutory holidays shall be excluded, and any time limits may be extended by agreement of the parties, in writing and/or by the Arbitrator or Board of Arbitration if it is determined that it is reasonable and equitable to do so in all of the circumstances.

5.09 The parties to the Agreement shall jointly bear the expenses of the Arbitrator.

5.10 In addition to the above procedures, a Grievance arising under the provisions of this Agreement may be referred to the Expedited Arbitration Procedure established by the Local 183 Expedited Enforcement Systems. It is further agreed that the terms and provisions of the Local 183 Expedited Enforcement Systems, save and except for those provisions requiring builders to provide notices of work and notices of contracts or sub-contracts to the Union, and any penalties, bonds and costs (save and except such arbitration costs which relate to a builders non-compliance with a holdback request) form part of this Agreement and that all such incorporated terms and conditions of the Local 183 Expedited Enforcement Systems, along with any other part of this Agreement, may be interpreted and applied by an Arbitrator or Board of Arbitration with jurisdiction arising out of this Agreement, the Local 183 Expedited Enforcement Systems or the Ontario *Labour Relations Act*.

5.11 Any Arbitrator or Board of Arbitration with jurisdiction to interpret, apply or enforce this Collective Agreement whether such jurisdiction is derived from the Collective Agreement and/or the Ontario *Labour Relations Act*, shall consider all relevant evidence, and with respect to such evidence, is not, and shall not, be restricted by any limitation concerning the introduction of evidence which may apply to applications under sections of the Ontario *Labour Relations Act*.

ARTICLE 6 - BUILDER'S HOLDBACK – CONTRACTORS' HOLDBACK

1. The Union may, at any time, at its' option, activate the Holdback Mechanism described herein. The Holdback Mechanism is in addition to, and separate from, the Expedited Arbitration process. The Holdback Mechanism is as follows:

- (i) the Union must give at least two (2) working days notice by Priority Post Courier or alternate form of service including facsimile transmission, registered mail, regular mail or hand delivery to the Contractor of its' intention to activate the Builder's Holdback and/or Contractor's Holdback Mechanism. During this two (2) working day period the Union and the Contractor may attempt to resolve the dispute before activating the Holdback Mechanism.
- (ii) If the matter remains unresolved, the Union may give a Holdback Notice to any Builder and/or Contractor dealing with the affected Contractor and require each Builder and/or Contractor to freeze all funds which are payable or become payable thereafter to the Contractor, with respect to wages, benefits, or any other matter covered by this Enforcement System and/or the applicable Collective Agreement, on any project where the Contractor has performed, is performing or will perform work for the Builder or Contractor. The Holdback Notice must be delivered to the Builder and/or Contractor by Priority Post Courier, Registered Mail, regular mail or hand delivery to the Builder and/or Contractor. At the time of acknowledged receipt of this Notice, the Builder and/or Contractor must respond in writing within two (2) working days, acknowledging the Holdback Notice and state the amounts that are owed and/or payable to the

Contractor. The Holdback Notice can cover an amount that the Union reasonably estimates is the total amount owed or owing to it, the Trust Funds, and/or affected members by the Contractor. Failure on the behalf of the Builder and/or Contractor to adhere to the provisions of this Holdback Process shall result in the Builder and/or Contractor being jointly and severally liable for the full amount outlined in the Holdback Notice.

- (iii) Upon such notice, all money payable or becoming payable thereafter to the Contractor by the Builder and/or Contractor will remain frozen and will be held back and retained by the Builder and/or Contractor until the Union agrees to its' release, or until the Arbitrator issues his or her decision which addresses the frozen funds; provided however, that the total amount frozen by all Builders and Contractors shall be no greater than the total amount claimed by the Union to be owed. Once the total amount claimed has been held back or retained, the Union must forthwith notify all those who received Holdback Notices accordingly.
- (iv) A Contractor or Builder who has received a Holdback Notice, may pay the amount demanded by the Union to the Union in Trust until the Union and the Contractor agree to the distribution of such funds or any part thereof or until the Arbitrator issues his or her decision which addresses the funds so held. Where the payment that is the subject of a Holdback Notice has been made by the Builder or Contractor to the Union in Trust, the Builders or Contractors who have received the Holdback Notice will be advised by the Union that the Holdback Notice is no longer in effect.

2. If the Union agrees to release the frozen funds held by the Builder and/or Contractor, such release is without prejudice to the right of the Union to subsequently file another Holdback Notice and/or a Grievance over the same dispute.

3. A copy of the Holdback Notice, sent by the Union to the Builder(s) and/or Contractor(s), will be supplied to the Arbitrator hearing the matter and upon receiving such, the Arbitrator must address the issue of the frozen funds retained by the Builder(s), Contractor(s) and/or Union.

4. Any amounts subject to the Holdback shall first be applied to payment for the Arbitration, then to payment of any wages owing, and thereafter, to any other amounts owing, including benefits. The Holdback Mechanism is without prejudice to the provisions contained in the Collective Agreements, including any Lien or other statutory rights.

5. The Arbitrator, in the course of his or her decision, shall have the following powers relating to this Holdback Mechanism:

- (i) to direct a Builder and/or Contractor to release funds according to the Arbitrator's direction which may include payments to the Union, its' Trust Funds and/or any employee(s), or the Arbitrator;

- (ii) to direct that future amounts or part thereof payable by the Builder(s) and/or Contractor(s) to be re-directed to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iii) where more than one Builder and/or Contractor holds funds which have been frozen pursuant to these holdback provisions, the Arbitrator shall have the authority to apportion the amount of frozen funds which any one Builder and/or Contractor must re-direct and/or release and/or apportion the amount of future payments which must be directed and/or re-directed by the Builder(s) and/or Contractor(s) to the Union, the Trust Funds, affected employee(s), and/or the Arbitrator;
- (iv) where the Builder(s) and/or Contractor(s) have failed to comply with the provisions of the Holdback Notice outlined herein, the Arbitrator may direct payment of funds in the amounts listed in the Holdback Notice or in the amount that is deemed owing pursuant to the Arbitrator's decision;
- (v) to issue all orders and directions necessary to carry out the spirit and intent of these provisions.

ARTICLE 7 - MANAGEMENT GRIEVANCES - UNION GRIEVANCES

7.01 It is understood that the Employers, or any one of them through the Bureau, may file a Grievance with the Union and that if such complaint is not settled to the satisfaction of the parties concerned, it may be treated as a Grievance and referred to Arbitration in the same way as a Grievance of an employee. Such Grievances shall be processed as set out in Article 4.03 and 4.04 hereof.

7.02 A Union Policy Grievance which is defined as an alleged violation of this Agreement concerning all or a number of the employees in the Bargaining Unit, in regard to which an individual employee could not grieve, or in regard to which a number of employees have signified an intention to grieve, may be brought forward, in writing, in accordance with Article 4.03 and 4.04 of the Grievance Procedure, and if it is not settled at this stage, it may ultimately go to a Board of Arbitration in the same manner as a Grievance of an employee.

ARTICLE 8 - SCHEDULE "A"

8.01 Attached hereto as Schedule "A" to this Agreement are Schedules of:

1. Hours of Work and Overtime
2. Payment of Wages
3. Vacation Pay and Statutory Holiday Pay
4. Classifications
5. Working Dues

6. Pension Plan and Labourers' Central and Eastern Canada Organizing Fund (CECOF)
7. Welfare including Pre-paid Legal, Long Term Care, Retiree Benefit and Promotional Fund
8. Maintenance of Existing Rates - Out-of-town

ARTICLE 9 - UNION REPRESENTATIVE

9.01 It is agreed that a Union Steward may be appointed by the Union for each project operated by the Employer.

- (i) The Union shall be required to notify the Employer of the name of the Union Steward and the location of the project, in writing.
- (ii) It is further agreed that the Union Steward shall be one of the last two (2) men retained by the Employer on the project providing that he is competent and capable of performing the remaining work.
- (iii) It is further agreed that the Union Steward will not be excluded from overtime work and that he shall not be discriminated for, or against.

9.02 The Union acknowledges that the Union Steward has regular duties to perform as an employee of the Employer. Union business will not be transacted during regular working hours.

The Business Representative of the Union shall have access to all working areas during working hours, but in no case shall his visit interfere with the progress of the work, when visiting a job, he will first advise and identify himself to the Job Superintendent or other Supervisory Personnel of the Employer.

9.03 Subject to the rights of Union or Shop Stewards in the case of lay-offs as provided for in this Collective Agreement, a health and safety representative or a member of a joint health and safety committee shall be one of the last three (3) employees of the Employer retained on any job provided that he is competent and capable of performing the remaining work.

ARTICLE 10 - PRODUCTIVITY

10.01 The Union and the Employers recognize the mutual value of improving by all proper and reasonable means the productivity of the individual workman and both will undertake individually and jointly to promote such increased productivity.

10.02 (a) During the lifetime of this Agreement, the Union agrees that there will be no strike, slowdown or picketing which will interfere with the regular schedule of work, and each Employer agrees that they will not cause a lockout. The Employers shall have the right to discharge or otherwise

discipline employees who take part in, or instigate, any strike, slowdown or picketing, which interferes with the regular schedule of work.

- (b) The right to Honour Lawful Picket Lines - the employees or any Employer may refuse to cross a lawful picket line of the Union, Local 183, which has been placed at any project where the Employer is engaged and the Employer agrees that the refusal to cross such picket line shall not constitute an unlawful strike within the provisions of the Ontario *Labour Relations Act* or this Collective Agreement and the Employer agrees not to bring any proceedings of any kind or nature whatsoever against any person or the Union for such conduct. This Article shall only apply to such picket lines established by the Union against any contractor which continues to perform work on the project where the Employer is engaged.

10.03 As provided in the *Occupational Health & Safety Act*, Section 3(2), the Union agrees that their Members will not refuse to use or operate a machine, device or thing, or work in a place that has been declared safe following an investigation in accordance with Section 3.

10.04 The Union agrees it will not involve the Employer in any dispute which may arise between the Union and any other Company and the employees of such other Company. The Union further agrees it will not condone a work stoppage or observe any picket line placed on a job site for jurisdictional purposes.

ARTICLE 11 - SHELTER - SANITATION - SAFETY - TOOLS

11.01 The Employer will provide, as soon as site conditions permit, a separate, adequately-heated lunch room to be maintained in a sanitary condition.

The Employer will provide, as soon as site conditions permit, a separate, adequately-heated change area in which the employees may wash, change and store their clothing. This change area shall be:

- (a) securely locked when not in use;
- (b) insured against loss from fire or burglary to a maximum of five hundred dollars (\$500.00) with a minimum deductible of one hundred dollars (\$100.00).

11.02 The Employer will provide, as soon as site conditions permit, drinking water, paper cups, water scoop, paper towels and portable flush toilets.

11.03 The Employer will supply the employees with whatever tools are necessary to perform the job functions assigned. The Employer shall supply Construction Safety Association (CSA) approved rubber boots and rainwear to all employees who are required to work during inclement weather and under abnormal conditions. The Union recognizes the right of the Employer to economically supervise the distribution of clothing provided and will co-operate with the Employer to prevent wasteful practice.

11.04 Every employee shall, as a condition of employment, be required to wear a safety helmet of a type approved by the CSA. The Employer agrees said helmet shall be supplied by him at no cost to the employee. If an employee, at termination of employment, does not return the said helmet, he shall be charged the cost.

11.05 A Safety Committee is to be established. This Committee will be composed of two (2) Members of the Union and two (2) Members of the Bureau. Safety Meetings, not to exceed one (1) per month, will be held and may be called by either party.

11.06 The Employer shall, at his own expense, furnish to any work person injured in his employment who is in need of it, immediate conveyance to a hospital or to a physician. It is further agreed that an ambulance shall be used where necessary and possible.

An employee who, during working hours, suffers a compensable injury and is required to leave for treatment, or is sent home for such injury, shall receive payment for the remainder of the shift at his regular rate of pay.

11.07 The Bureau will encourage its members and all other Employers for whom it bargains to ensure that all necessary, required and/or reasonable hooks, tie-ons and other safety devices are installed and in place to allow all members of Local 183 to attach and tie on their safety harnesses and/or straps whether such members are employed directly by the Employer or by a contractor and/or subcontractor working on the Employer's job site.

11.08 Every employee shall, as a condition of employment be required to obtain and maintain current all health and safety certificates and training mandated by the *Occupational Health and Safety Act* for the type of work performed or as mutually agreed to by the Union and the Employer and provided by the Lifelong Learning Centre.

11.09 If the Employer requires the employee to use a cell phone during the course of performing their duties, the Employer will provide one.

ARTICLE 12 - LAY-OFF

12.01 All members of the Union working in the Towns of Whitby and Oshawa shall be paid in accordance with "Schedule A - Article 4" of the Toronto Residential Construction Labour Bureau Collective Agreement for the duration of this Agreement.

12.02 All members of the Union who were working as of October 3rd, 2002 in Geographic Board Area Number Nine (9) (save and except the Towns of Whitby and Oshawa) for Employers that are signatory to this Collective Agreement shall be red circled and continue to be paid in accordance with "Schedule A - Article 4" of the Toronto Residential Construction Labour Bureau Collective Agreement for the duration of this Agreement.

12.03 It is agreed that the lay-off of employees shall not be done in a manner which is arbitrary, discriminatory or in bad faith and save and except as set out in Schedule "A" of this

Collective Agreement with respect to the priority that such members will have over apprentices in situations concerning lay off.

- 12.04 An employee shall be deemed to be terminated if he:
 - (i) fails to return to work upon termination of an authorized leave of absence, unless a reason satisfactory to the Employer is given.

ARTICLE 13 - REINSTATEMENT UPON RETURN FROM ABSENCE RESULTING FROM COMPENSATABLE ACCIDENT

13.01 An employee returning from absence resulting from a compensable accident encountered while performing his assigned duties during his employment with an Employer shall return to the job he held prior to such absence or if such job is not available, be re-employed at work generally similar to that which he last performed, if such work is available and he is medically able to perform the same, at the rate of pay prevailing for such job at the time of his return.

13.02 If the employee's prior job is no longer available and similar work is not available, or the employee by re-entering the Classification causes an excess number of employees, the employee who has been with the Employer the least time in the Classification will be subject to lay-off.

13.03 An employee who returns to employment but who remains partially disabled and, therefore, unable to perform his usual duties and responsibilities, shall be re-employed by the Employer in a Classification in which he is medically able to perform the work thereof at the rate of pay prevailing for such job at the time of his return.

13.04 The above shall not apply if the injury is attributable solely to the willful misconduct or gross negligence of the employee.

ARTICLE 14 - INDUSTRY, UPGRADING AND RETRAINING

14.01 Industry Fund Contributions

The parties agree that members of the Bureau shall contribute the sum of fifty cents (\$0.50) per hour and non-members of the Bureau shall contribute seventy-five cents (\$0.75) per hour for each hour worked by each employee covered by this Agreement which shall be remitted by them monthly to the Local 183 Members' Training Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due which shall be paid to the Bureau or the Joint Residential Construction Association (as designated by the Bureau) as each Employer's contribution to the cost of negotiating and administering this Agreement.

ARTICLE 15 - LOCAL 183 MEMBERS' TRAINING FUND/INDUSTRY UPGRADING AND RETRAINING

15.01 The Employer shall contribute the sum of fifteen cents (\$0.15) per hour for each hour worked by each employee covered by this Agreement to the Local 183 Members' Training Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

15.02 It is understood that the purpose of the fund will be to establish a Training Programme in order to upgrade and improve the skills of Union Members.

15.03 The said Trust Fund shall be jointly Trusteed. The Bureau shall have the right to appoint one (1) Trustee on the Board of Trustees should they so desire.

15.04 Both parties agree to conduct an annual complete labour supply and training needs assessment. This assessment will be conducted in September of any year. The Parties agree that a sub-committee will be formed in order to conduct this assessment. This sub-committee will be made up of a total of six (6) persons. Each party will appoint three (3) members to the sub-committee annually. The assessment will identify training and recruitment needs for the upcoming year. Once these needs are identified the sub-committee will be responsible for developing, implementing and overseeing Training Centre Courses designed to meet these needs.

15.05 The Employer shall pay the special assessment or an increase in its industry fund contributions due pursuant to this Article if the Bureau notifies the Union and the Employer of the special assessment and/or increase in its industry fund contributions due pursuant to this Article at least sixty (60) days before the effective date of the special assessment or increase.

15.06 At the written request of the Bureau, the Union shall investigate and review work performed on a site for the purpose of checking how work traditionally performed under this Collective Agreement was performed to ensure that the industry fund provided for in this Article is remitted to the Bureau.

15.07 Where notice has been given to the Union under Article 13.06, an employer is required to provide to the Union all appropriate and required information related to the review / investigation.

ARTICLE 16 - WELFARE, PENSION, TRAINING, MEMBER'S BENEFIT FUND, LEGAL AND OTHER REMITTANCES

16.01 The Labourers' Local 183 and the Association agree to amend section 8.01 of the Agreement of Declaration and Trust made as of October 1, 1980, as amended establishing the Local 183 Members' Benefit Fund to provide that, with respect to the amendment of the Trust Agreement by the Union and the Party Associations, the Trust Agreement may be amended by

the mutual agreement of the Union and at least sixty percent (60%) of the Party Associations provided that if the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Party Associations, any Association which claims it will suffer undue hardship as a result of such amendment may refer the issue to an Arbitrator appointed by mutual Agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the grieving Association can substantiate its claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them. It is agreed that the Bureau may appoint a trustee to the Local 183 Members' Benefit Fund.

16.02 The Labourers' International Union of North America, Local 183 and the Association agree to amend section 8.01 of the Agreement and Declaration of Trust made as of the 1st day of May, 1977 establishing the Labourers' Local 183 Members' Training and Rehabilitation Fund, as amended, so that it provides as follows:

Section 8.01 – Except as otherwise provided for, this Agreement may only be amended by an instrument in writing under seal, properly executed by the Union and at least sixty percent (60%) of the Associations. Each such amendment shall be by an instrument in writing fixing the effective date of such amendment, and a copy shall be forwarded to the principal office of the Fund.

If the Trust Agreement is so amended by agreement involving at least sixty percent (60%) but less than one hundred percent (100%) of the Associations, any Association which claims that it will suffer undue hardship as a result of the amendment may refer the issue to an Arbitrator appointed by mutual agreement, in which case the Arbitrator shall have the authority to rescind the amendment if the Grieving Association can substantiate the claim of undue hardship. If the parties cannot agree upon an Arbitrator, the Office of Arbitration will be asked to appoint an Arbitrator for them.

16.03 Ergonomics Training

(a) As a condition of employment, newly hired employees shall be required to attend and complete the Ergonomics Training Course offered by the Labourers' Local 183 Members' Training Fund. Any employees hired on Monday, Tuesday, or Wednesday must take the course no later than the following Saturday. Any employee hired on a Thursday or Friday must take the course no later than the second following Saturday.

(b) Union Stewards shall be required to attend and complete the Ergonomics Training Course offered by Labourers' Local 183 Members' Training Fund.

(c) The Union shall ensure that in issuing a referral slip under Article 2 the employee has taken the Ergonomics Training Course or that arrangements have been made to comply with (a) hereof.

**ARTICLE 17 - DEEMED ASSIGNMENT OF COMPENSATION UNDER THE
*EMPLOYMENT STANDARDS AMENDMENT ACT, 1991***

17.01 The Trustees of the Employee Benefit Plans referred to in this Collective Agreement or the Administrator on their behalf shall promptly notify the Union of the failure by an Employer to pay any Employee Benefit contributions required to be made under this Collective Agreement and which are owed under the said plans in order that the Program Administrator of the Employee Wage Protection Program may deem that there has been an assignment of compensation under the said Program in compliance with the Regulations to the *Employment Standards Amendment Act, 1991* (as amended from time to time), in relation to the Employee Wage Protection Program.

ARTICLE 18 - DELINQUENCY

18.01 In the event that any contributions or deductions required to be made by this Agreement are received by the Union after the due date the Employer shall pay liquidated damages to the Union at the rate of two percent (2%) per month or fraction thereof (being the equivalent of twenty-four percent (24%) per annum calculated monthly not in advance) on the gross amount overdue.

ARTICLE 19 - DURATION OF AGREEMENT

19.01 This Agreement shall become effective the 1st day of May, 2019 and shall remain in effect until April 30, 2022 and shall continue in force from year to year thereafter unless either party shall furnish the other with Notice of Termination of, or proposed revision of, this Agreement, not more than one hundred and eighty (180) days and not less than ninety (90) days before April 30, 2022 or in a like period in any year thereafter.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

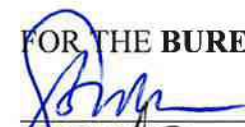



JACK OLIVERA



LUIS CAMARA


BERNARDINO FERREIRA


FOR THE BUREAU:





LOU BADA



TONY MITO


JASON MORIN

LOUIE MORIZIO


WILLIAM GREIG


ANDREW PARISER


RICHARD LYALL


FILIPPO BELLO

“ERRORS AND OMISSIONS EXCEPTED”!

SCHEDULE "A"

ARTICLE 1 - HOURS OF WORK AND OVERTIME

1.01 WORK DAY, WORK WEEK

The regular working day shall consist of nine (9) hours per day between the hours of 7:00 a.m. and 5:30 p.m. The regular work week shall consist of forty-four (44) hours per week, Monday to Friday inclusive.

For the period December 15 - April 15 the regular work week shall consist of six (6) days per week Monday - Saturday - forty-four (44) hours per week. However, the work day shall not exceed nine (9) hours per day.

1.02 SHIFT WORK

Nine (9) hours pay for eight (8) hours work will be paid if an employee is scheduled to work five (5) shifts per week if the majority of his shift is outside the 7:00 a.m. to 5:30 p.m. spread. Employees directed to start work after 1:00 p.m. shall be considered to be on Shift Work.

1.03 OVERTIME

The overtime rate for all work performed outside the regular working day and the regular working week, as specified in Articles 1, 1.01 and 1.02 above in Schedule "A", shall be paid for at the rate of time and one-half of the employee's current regular rate, save and except Sundays and statutory holidays. Overtime shall be on a voluntary and rotating basis provided the employee is capable of performing the work available.

1.04 SUNDAYS AND STATUTORY HOLIDAYS

All work performed on Sundays and the following statutory holidays shall be paid for at the rate of double the employee's regular rate:

New Years Day	Canada Day
Family Day	Civic Holiday
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Labour Day	Boxing Day

1.05 REPORTING ALLOWANCE

An employee who reports for work at his regular reporting time at the Employer's shop or job site, unless directed not to report the previous day by his Employer, and for whom no work is available due to inclement weather, shall receive a minimum of one (1) hour reporting time. An employee who reports for work at his regular reporting time at the Employer's shop or site, unless directed not to report the previous day by his Employer, and for whom no work is

available due to reasons other than inclement weather, shall receive a minimum of four (4) hours reporting time.

1.06 COFFEE AND LUNCH BREAKS

The employee will be allowed to have two (2) fifteen (15) minute coffee breaks, once during each half of his working day. Employees will be allowed one-half (1/2) hour lunch break between 12:00 noon and 1:00 p.m., except these limits may be suspended during periods of emergency.

ARTICLE 2 - PAYMENT OF WAGES

2.01 In the case of lay-off all employees will receive one (1) day notice in advance. When an employee quits or is dismissed the employee shall give, or be given, one (1) hour notice.

2.02 Whenever Unemployment Insurance Separation Certificates and pay cheques are not given to employees at the time of termination, they shall be sent by the Employer to the employee by registered letter to his last known address within forty-eight (48) hours from the time of termination, unless termination is voluntary, in which case he will receive them by his next regular pay period.

2.03 Payment of wages is to be made weekly for the work performed during the preceding work week. Payment is to be made by cash, cheque or direct deposit no later than mid-day Thursday of the week following the week during which the work was performed.

ARTICLE 3 - VACATION PAY AND STATUTORY HOLIDAY PAY

3.01 Vacation Pay and Statutory Holiday Pay for all employees covered by this Agreement shall be paid at ten percent (10%) of gross wages earned.

3.02 It is understood and agreed that six percent (6%) of the ten percent (10%) of the gross wages is to be considered in lieu of Statutory Holiday Pay.

3.03 Each Employer bound by this Agreement or a like agreement adopting in substance but not necessarily in precise form, the terms and conditions herein, shall pay Vacation and Statutory Holiday Pay at the rate of ten percent (10%) of gross earnings on behalf of each employee covered by this Agreement or such like agreement and remit same monthly to the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund together with a duly completed Employer's Contribution Report Form by the fifteenth (15th) day of the month following the month for which the payments are due.

It is understood and agreed that the said ten percent (10%) earnings is paid as both Vacation Pay and Statutory Holiday Pay. The terms of the Labourers' International Union of North America, Local 183 Members' Holiday and Vacation Pay Fund are set out in a separate trust document which is hereby made part of this Agreement. Payments from the said fund are to be made to the employees in the first two (2) weeks of June in each year.

3.04 Vacation periods shall be scheduled by mutual consent of the Employer and the employees. Vacation periods shall be limited to a maximum of three (3) weeks per calendar year, except every three (3) years the employee may be entitled to a leave of absence to a maximum of eight (8) weeks, provided that such a request is made in writing at least ninety (90) calendar days in advance of the commencement of the leave of absence requested.

The Employer shall provide a written reply to a written vacation request within five (5) working days.

3.05 LOCAL 183 MEMBERS' VACATION PAY FUND

The Union and the Association agree, having regard to the acceptance and adoption by the Trustees of the Labours' Local 183 Members' Vacation Pay Fund (the "Fund"), that Section 4.03(o) of the Agreement and Declaration of Trust made as of January 1, 2015, establishing the said Fund be amended, as follows:

(a) Article 4.03(o)

Any income earned by the Fund shall be applied as follows:

- i. To the payment of the expenses incurred in the administration of the Fund including but not limited to, the expenses of the Trustees, the Administrative Agent and such legal counsel, investment counsel, accounting, actuarial and clerical assistants as are employed from time to time by the Trustees;
- ii. To provide for any liability for income tax in respect of the income of the Fund, if applicable;
- iii. To the payment of Vacation Pay to the employees of a bankrupt or insolvent Employer or an Employer who no longer carries on business where the said employer defaulted on payment to the Fund due to bankruptcy, insolvency or discontinuance of a business, at any time after the date of this agreement, on such terms, in such amounts and subject to such conditions as the trustees may decide from time to time;
- iv. To the setting up of any reserves which the Trustees may deem appropriate; and
- v. At the conclusion of the fiscal year end of the Vacation Pay Fund, any surplus remaining after the application of the above items i, ii, iii and iv will be paid to the Union. In the event after the application of the above items i, ii, iii and iv a deficit exists the Union will be responsible to fund such deficit. The release of any surplus funds must be approved by the Trustees at their annual meeting and be based on audited financial statements.
- vi. Effective the first day of January, 2015 the contributing Associations to the Vacation Pay Fund are no longer eligible for a share of the surplus nor liable for any deficits that may occur.

3.06 **MERGER OF VACATION PAY FUNDS**

The Labourers' International Union of North America, Local 183 and the Association agree to merge the Labourers' International Union of North America, Local 183 Members' Vacation Pay Trust Fund and the Labourers' International Union of North America, Local 183 Civil Engineering Vacation Pay Trust Fund, having regard to the acceptance and adoption by the Trustees thereof, in accordance with section 6.03 of the Trust Agreements establishing both Funds.

ARTICLE 4 - CLASSIFICATIONS AND WAGES4.01 **GROUP 1 - LABOURERS**

All employees covered by this Agreement other than the employees set forth in Groups 1(A) and 2.

	May 1, 2019	April 30, 2020	April 29, 2021
Whitby and Oshawa	\$32.77	\$33.33	\$33.88
Beyond Whitby & Oshawa	\$29.49	\$30.00	\$30.49

GROUP 1(A) - HANDYMEN/SERVICEMEN

	May 1, 2019	April 30, 2020	April 29, 2021
Whitby and Oshawa	\$34.45	\$35.01	\$35.56
Beyond Whitby & Oshawa	\$31.01	\$31.51	\$32.00

GROUP 2 - CARPENTERS

	May 1, 2019	April 30, 2020	April 29, 2021
Whitby and Oshawa	\$36.77	\$37.33	\$37.88
Beyond Whitby & Oshawa	\$33.09	\$33.60	\$34.09

GROUP 3 - FOREMAN

	May 1, 2019	April 30, 2020	April 29, 2021
Whitby and Oshawa	\$34.41	\$35.00	\$35.57
Beyond Whitby & Oshawa	\$30.97	\$31.50	\$32.02

4.02 **WORKING FOREPERSON**

Working Foreperson shall be paid five percent (5%) above the Labourers' Base Rate.

4.03 **APPRENTICESHIP**

In anticipation of the approval, but not contingent upon the approval, of the creation of the Construction Craft Worker, the parties agree to establish a joint apprenticeship system by September 1, 2001. It is agreed that, upon the establishment of such a joint apprenticeship system, apprentices may be utilized to perform Bargaining Unit work in accordance with the following terms and conditions:

- (a) All current members of the Union will be grand-fathered as journeymen labourers and will be considered as such by all Employers bound to this Agreement;
- (b) The ratio of journeymen to apprentices employed by an Employer at any given time will be not less than two (2) to one (1);
- (c) The schedule of rates of pay with respect to apprentices will be established by the Parties according to industry norms based upon a sliding scale percentage of the journeymen rate as the apprentice moves through the apprenticeship system;
- (d) The apprenticeship system, including hours to be worked at the various stages, wage rates and skills which must be acquired and all relevant courses which must be taken, all of which is to be in accordance with all relevant statutes and regulations (if in existence) and as amended from time to time, will be established by the parties and will be effective as of such dates as the parties may agree to, save and except that such dates may not be earlier than the effective date of this Collective Agreement;
- (e) All apprentices must be registered with the Union, and with the joint apprenticeship system which the parties have established, prior to commencing work. Further all apprentices must be in compliance with the terms of this Collective Agreement with respect to Union membership, save and except as such conditions may be amended with respect to apprentices. The status of apprentices will be confirmed at regular intervals to be agreed upon by the parties;
- (f) The parties further agree that prior to any persons being registered as an apprentice and being eligible for employment by employers bound by this Agreement as an apprentice, the completion of certain training courses may be required. The required training courses will be established by the parties and will be set out in the joint apprenticeship system;
- (g) Any person who is not registered as an apprentice shall receive the full journeymen rate for the entire period of his employment prior to him becoming registered;

- (h) If the ratio with respect to journeymen and apprentices is not complied with by any employer then all apprentices shall receive the full journeymen rate for the relevant period of employment;
- (i) It is agreed that prior to laying off any journeymen all apprentices will be laid off. It is further agreed that prior to registering or hiring any new apprentices, the employer will recall any apprentices on layoff providing that such apprentices are capable of performing the available work. The order of recall for an apprentice shall be at the discretion of the employer;
- (j) **Wages and Benefits**
All apprentices shall be paid in accordance with the Apprenticeship Schedule for Wages and Benefits. The starting rate of an apprentice shall be sixty percent (60%) of the hourly rate of the applicable classification. Benefits will be as set out in this Collective Agreement.

ARTICLE 5 - WORKING DUES

5.01 The Employer shall deduct from each employee's wages and remit to the Union working dues calculated at the rate of three percent (3%) of gross wages for each employee covered by this Agreement.

5.02 The Union may direct the Employer to alter the amounts and/or the method of remittance of working dues as described in this provision, and the Employer agrees that it shall comply with such direction. The Union agrees that it shall provide thirty (30) days notice of any such alteration.

ARTICLE 6 - PENSION PLAN AND LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING FUND (CECOF)

6.01 Effective May 1, 2019 the Employer agrees to pay the sum of seven dollars and seventy-one cents (\$7.71) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.02 Effective April 30, 2020 the Employer agrees to pay the sum of seven dollars and ninety cents (\$7.90) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.03 Effective April 29, 2021 the Employer agrees to pay the sum of eight dollars and nineteen cents (\$8.19) per hour for each hour worked by employees coming within the Bargaining Unit of this Agreement into the Labourers' Pension Fund of Central and Eastern Canada.

6.04 **LABOURERS' CENTRAL AND EASTERN CANADA ORGANIZING
FUND (CECOF)**

The Employer agrees to contribute the following amounts for each hour worked to the Central and Eastern Canada Organizing Fund (CECOF):

Effective May 1, 2019, the Employer shall pay twenty-five cents (\$0.25) for each hour worked;

6.05 Pension and CECOF contributions shall be sent to the Labourers' Pension Fund of Central and Eastern Canada, P.O. Box 9002, Lakeshore West PO, Oakville, Ontario, L6K 0G1. The Employer may remit both these contributions on one (1) monthly cheque. Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the hours were worked.

**ARTICLE 7 - WELFARE, LONG TERM CARE, RETIREE BENEFIT, AND PRE-PAID
LEGAL PLAN COVERAGE**

7.01 **WELFARE**

Effective May 1, 2019, the Employer agrees to pay three dollars and thirty cents (\$3.30) for each hour worked by each employee into Labourers' International Union of North America, Local 183 Members' Benefit Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of purchasing weekly indemnity, life insurance, medical, dental coverage or similar benefits for the employees covered by this Agreement as set out below.

Effective April 30, 2020 the Employer agrees to pay three dollars and forty-five cents (\$3.45) for each hour worked by each employee; and

Effective April 29, 2021 the Employer agrees to pay three dollars and sixty cents (\$3.60) for each hour worked by each employee.

7.02 **LONG TERM CARE**

- (a) The Employer agrees to pay the following amounts based on all hours earned into Local 183 Members' Benefit Fund for the purposes of purchasing benefits for Long Term Care.

Effective May 1, 2019 the sum of sixty cents (\$0.60) per hour;

- (b) Payments into the Fund are to be made by the fifteenth (15th) day of the month following the month for which the payment was made.

7.03

RETIREE BENEFITS

- (a) Effective May 1, 2019, the Employer agrees to pay the amount of eighty cents (\$0.80) per hour worked by each employee represented by Local 183 to the Universal Workers Union, Local 183 Retiree Benefit Trust Fund (the "Retiree Benefit Fund") for the purpose of purchasing benefits as contemplated by the Agreement and Declaration of Trust establishing the said Retiree Benefit Fund. Effective April 30, 2020, the Employer agrees to pay the amount of ninety cents (\$0.90) per hour worked by each employee. Effective April 29, 2021, the Employer agrees to pay the amount of one dollar (\$1.00) per hour worked by each employee.
- (b) The Employer shall remit contributions to the Local 183 Members' Benefit Fund monthly, together with a duly completed Employers' Report Form by the fifteenth (15th) day of the month following the month for which the payment is due for payment to the said Retiree Benefit Fund.

7.04

PREPAID LEGAL PLAN

- (a) The Employer agrees to pay the sum of ten cents (\$0.10) for each hour worked by each employee represented by Local 183 to the Labourers' Local 183 Prepaid Legal Benefits Fund, jointly administered by an equal number of Employer and Union Trustees, for the purpose of providing legal benefits to such employees and their beneficiaries.
- (b) The Employer shall remit contributions to the Labourers' Local 183 Prepaid Legal Benefit Fund monthly, together with a duly completed Employer's Contribution Report Form, by the fifteenth (15th) day of the month following the month for which the payment is due.
- (c) In the event that the Trustees of the Prepaid Legal Services Fund determine that the contribution is insufficient to finance the prepaid legal service benefits, then the parties agree to executive amendments to the Local 183 Members' Benefit Fund trust agreement to permit the transfer of a portion of the net income of the Local 183 Members' Benefit Fund to the Prepaid Legal Services Fund. No such transfer of the Local 183 Members' Benefit Fund income shall in any way impair the viability of the Local 183 Members' Benefit Fund.
- (d) The Labourers' International Union of North America, Local 183 Members' Benefit Fund shall make all necessary payments and cause to be filed all documentary requirements of the said Plan and the employees covered by this Agreement shall have no claim against the Employer in regard to that Plan.

ARTICLE 8 - TRAVEL ALLOWANCE

8.01 The Employer shall provide free parking at the job site for any employees who are required to use their own vehicle to report to a job site.

8.02 (a) The Employer shall pay a travel allowance of \$0.50 per kilometer to compensate employees required and authorized by the Employer to use their own vehicle for travelling within the site or from site to site. For clarity, this clause does not apply to employees who receive a per diem or are provided with a vehicle in accordance with Letter of Understanding No. 9.

SCHEDULE "B"**CROSS-OVER COLLECTIVE AGREEMENTS**

- A. **"The Bricklaying Agreement"** being a Collective Agreement between the Masonry Contractors' Association of Toronto Inc. and Masonry Council of Unions Toronto and Vicinity and its members; Bricklayers, Masons Independent Union of Canada, Local 1 and Universal Workers Union, L.I.U.N.A. Local 183.
- B. **"The Residential Housing Carpentry & Framing Agreement"** being a Collective Agreement between The Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and the Union.
- C. **"The Concrete and Drain Agreement"** being a Collective Agreement between the Ontario Concrete and Drain Contractors' Association and the Union.
- D. **"The House Basements Agreement"** being a Collective Agreement between The Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity and the Union.

**SCHEDULE "C" — ONSITE INSTALLATION OF PANELIZED OR
PRE-FABRICATED FLOOR, WALL AND ROOF COMPONENTS**

The parties agree that the onsite installations of panelized or pre-fabricated floor, wall and roof components are covered by this collective agreement.

1. (a) The parties agree that in addition to the geographic areas referred to in Article 1.01(a) of the Collective Agreement, the Collective Agreement applies to the on-site installation of panelized or prefabricated floor, wall and roof components and the operation of any equipment involved in the installation and/or clean-up of panelized or prefabricated floor, wall and roof components where such work is performed in Board Areas 8, 9, 10, 11, 18, that portion of Board Area 12 which is west of the Trent Severn Waterway, and 26. Board Area 26 will also be covered, but only when the onsite installation of panelized or pre-fabricated floor, wall and roof components is being compensated on a piecework basis.
 - (b) A panelized or prefabricated floor, wall or roof component shall be defined as including the on-site installation of the following:
 - (i) Air Barrier wrap at perimeter headers/rim joists, where applicable;
 - (ii) All staircase landings (when panelized);
 - (iii) Sunken floor areas (when panelized);
 - (iv) Conventional framing fill-in for garage door openings to accommodate grade conditions
2. The Employer shall supply a crane, boom truck, or rotating telescopic boom for the installation of floor panels, roof panels, and exterior walls in excess of ten (10) feet long with sheathing. It is understood that in no circumstances will a pieceworker or employee be directed to manually lift any floor panel, or any roof panel, or an exterior wall in excess of 10 feet with sheathing.
3. The parties agree that Schedule "B" and any other provisions referencing pieceworkers of the RFCA Agreement is hereby incorporated into this Schedule "C" but shall be modified to reflect that in this Schedule those provisions shall apply only to the on-site installation of panels and shall be modified further as follows and as set out in the attached "Schedule for Panel Rates".
 - (a) Schedule "B", Article 4.04 of the RFCA Agreement, shall be modified as applicable to provide that the square footage pieceworker rates for panels, excluding all work in connection with the roof as set out in the subparagraphs below, shall be fifty percent (50%) of the stick frame rates currently set out in Schedule "B" of the RFCA Agreement (without glue: minus \$0.11) where stick frame has been replaced by the panels (i.e. above

the first floor sill plate and below the top plate of the top floor and excluding, *inter alia*, walk outs, knee walls and bearing walls in the basement and other items listed in Schedule "B" of the RFCA Agreement as being in addition to the base rate, which shall be compensated for as set out in Schedule "B"). See attached schedule for the breakdown of panel rates.

(b) For all two-storey Houses, Townhouses, and Semi-Detached Houses, thirty-three percent (33%) of the square footage rates for "Houses, Townhouses, and Semi-Detached Houses" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining sixty seven percent (67%) of the rates set out in Article 4.04 of Schedule B of the RFCA Agreement.

(c) For all three-storey Houses, Townhouses, Semi-Detached Houses, and Stacked Units thirty percent (30%) of the square footage rates for "Houses, Townhouses, Semi-Detached Houses and Stacked Units*" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining seventy percent (70%) of the rates set out in Article 4.04 of Schedule B of the RFCA Agreement.

(d) For all bungalows, forty-five percent (45%) of the square footage rates for "Bungalows" shall be attributed to the roof and the deduction from the square footage rates set out in subparagraph (a) above shall be applicable to the remaining fifty-five percent (55%) of the square footage rates set out in Article 4.04 of Schedule B of the RFCA Agreement.

(e) For Garages and Exposed Attached Garages, forty-nine percent (49%) of the square footage rates for "Garages and Exposed Attached Garages" shall be attributed to the roof. The square footage pieceworker rates for panels in respect of garages and exposed attached garages, excluding all work in connection with the roof, shall be forty-five percent (45%) of the stick frame rates currently set out in Schedule "B" of the RFCA Agreement where stick frame has been replaced by the panels as set out above. This deduction from the square footage rates shall therefore be applicable to the fifty-one percent (51%) of the applicable square footage rates set out in Schedule "B" Article 4.08 APPENDIX "A"(6) of the RFCA Agreement.

(f) For the purpose of clarity, all other rates, extras and negotiable extras shall remain as in the RFCA Agreement including but not limited to triple garages and detached garages. The following additional Extras shall also apply:

(i) A double sill plate at the foundation level and all necessary work to receive the first floor shall be paid per unit as follows:

* For purposes of clarity only, references to "stacked units" in the collective agreement are subject to the definition of "low-rise housing" in Article 1.01(b) thereof.

Double Sill Plate At The Foundation Level	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 sq ft	\$50.00	\$52.50	\$57.50
1600 to 2400 sq ft	\$65.00	\$70.00	\$75.00
Over 2401 sq ft	\$90.00	\$95.00	\$100.00

- (ii) Additional top plate on any wall when not built into the panel shall be paid per unit as follows:

Additional Top Plate On Any Wall	May 1, 2019	May 1, 2020	May 1, 2021
Less than 1600 sq ft	\$80.00	\$85.00	\$93.00
1600 to 2400 sq ft	\$105.00	\$110.00	\$120.00
Over 2401 sq ft	\$150.00	\$155.00	\$175.00

- (g) Strapping: The parties agree that the strapping of block walls in panelized housing shall be paid as per Appendix B of this Schedule.
- (h) Slab on Grade: In panelized framing where there is a component of the structure where the floors are concrete, otherwise referred to as "Slab on Grade" it shall be a standalone extra and the rate shall be paid as per Appendix B of this Schedule. For clarity, it is understood that the slab on grade is calculated separately from the remainder of the house.
- (i) In order to maximize the efficiencies of the panelization process, the Employer may separate the roof portion and assign it to a different crew to be paid in accordance with the rates and breakdowns set out above and in the attached Schedule "A" charts. It is understood that a house will be built entirely by piecework crews or hourly direct employees but not a combination thereof. This agreement to permit the Employer to separate the roof and assign it to a separate crew is strictly limited to panelized housing and may not be referred to or applied to conventional framing.
- (j) A completely panelized flat roof shall be paid a rate of \$1.10 per square foot. A panelized roof which is unsheathed shall pay \$1.50, per square foot, plus sloping and sheathing where applicable. It is further understood that the square footage area shall be calculated based on the square footage area directly covered by the panelized flat roof being installed and not the entire square footage of the dwelling unit. For example, if a dwelling was 2000 square feet, and the panelized flat roof area was 1200 square feet, then the panelized roof area shall be calculated on 1200 square feet.

4. Other than the items listed in Appendix B in this Schedule, pieceworkers will not receive remuneration for any items that are incorporated into the manufacturing of prefabricated panels should these come as part of the manufactured panels. Such items include but are not limited to front gable wall, 9 foot ceilings, gluing, etc.
5. The rate for the leveling of footings shall be as outlined below:

The leveling rate indicated is only applicable to those footings that are leveled via transit and/or laser leveling devices at the request of the Employer and/or representative thereof:

		May 1, 2019	May 1, 2020	May 1, 2021
Townhouse Block		\$51.00/unit	\$52.00/unit	\$54.00/unit
Pair of Semi-Detached		\$51.00/unit	\$52.00/unit	\$54.00/unit
Single Detached	< 1600 sq ft	\$81.00/unit	\$83.00/unit	\$86.00/unit
	1600 to 2400 sq ft	\$92.00/unit	\$94.00/unit	\$97.00/unit
	2400 to 3000 sq ft	\$112.00/unit	\$114.00/unit	\$118.00/unit
	> 3000 sq ft	Negotiable	Negotiable	Negotiable
Bungalow	< 1600 sq ft	\$91.00/unit	\$94.00/unit	\$97.00/unit
	1600 to 2400 sq ft	\$112.00/unit	\$114.00/unit	\$119.00/unit
	2400 to 3000 sq ft	\$132.00/unit	\$135.00/unit	\$140.00/unit
	> 3000 sq ft	Negotiable	Negotiable	Negotiable

However, the breakdown and rates for the installation of footings will continue to be as set out in Schedule "B", Article 4.15 and Schedule "C", Article 4 of the RFCA Agreement.

6. The parties agree that the following rate will apply to panel gaps and repairs within a panelized house with prior approval of the foreman:

	May 1, 2019	May 1, 2020	May 1, 2021
Gap & Repair Hourly Rate	\$50.00	\$51.00	\$52.00

The Employer agrees to pay a further twenty percent (20%) on the above-noted hourly rate for Union Working Dues as outlined in Article 2.05 and the Benefit Program as outlined in Article 18 in the Master Portion and Schedule B, Article 4.18, such amounts shall be listed on the Piecework Invoice

7. The Employer may contract or sub-contract the onsite installation of panelized or prefabricated floor, wall and roof components to Employers who are bound to and apply Schedule "C" of the DRCLB Agreement or Schedule "D" of the RFCA Agreement.
8. The Employer agrees to invite tenders for the supply of panelized floor and/or wall and/or roof components from at least two manufacturers, if available, who are bound to a collective agreement with the Union.
9. In the event that during the term of this Collective Agreement, an Employer panelizes and/or prefabricates a component of housing construction which is not already covered by a panel piecework rate set out in this Schedule "C", the Employer and the Union agree to meet within fifteen (15) days of either party giving notice to the other and commence negotiations. The purpose of these negotiations shall be to establish a piecework rate for the installation of the new panelized and/or prefabricated component. Failing agreement of the parties with respect to the establishment of this piecework rate applicable thereto, either party may refer the piecework rate issue to arbitration for final and binding determination before one of Arbitrators Trachuk, Steinberg or Surdykowski.
10. The Parties agree that any hybrids, being a house where panels are used to replace either walls or floors, but not both, shall be compensated pursuant to the Hybrid Panel Schedule to be negotiated between the Union and the RFCA. If such schedule has not been negotiated, the hybrids shall be paid pursuant to the stick framing rates set out in Schedule "B" of the RFCA Agreement with no discount for the use of panels.

CLARITY Note 1: If a floor is concrete or non-stick built and the walls are panelized the rate may be referred to arbitration pursuant to paragraph 9 above.

CLARITY Note 2: It is understood that stick frame repairs to a fully panelized house does not make the house a hybrid. Compensation for stick frame repairs are dealt with under paragraph 6 above.

11. Notwithstanding the wage schedule contained in the Collective Agreement, the hourly wages and benefits applicable as of the signing of this Memorandum of Agreement for the work covered by this Schedule, are as set out in the attached Appendix "C" hereto.
12. The benefits package for employees performing the work covered by this Schedule is the same as the benefits schedule for other employees performing work covered by the Collective Agreement.

APPENDIX "A" -PRE-FABRICATED PANEL SCHEDULE

1. As set out in paragraph 3 of Schedule "C", the piece work rates for the on-site installation of panels is as follows:

(a) **For All Bungalows:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	45%	55%	50%	
May 1, 2019	\$5.66	\$2.55	\$3.11	\$1.56	\$4.10
May 1, 2020	\$5.80	\$2.61	\$3.19	\$1.60	\$4.21
May 1, 2021	\$6.00	\$2.70	\$3.30	\$1.65	\$4.35

(b) **For Two-Storey:**

(i) **Single detached houses less than 1600 sq ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.44	\$1.80	\$3.64	\$1.82	\$3.62
May 1, 2020	\$5.57	\$1.84	\$3.73	\$1.87	\$3.70
May 1, 2021	\$5.76	\$1.90	\$3.86	\$1.93	\$3.83

(ii) **Single detached houses 1600 sq ft and over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.20	\$1.72	\$3.48	\$1.74	\$3.46
May 1, 2020	\$5.32	\$1.76	\$3.56	\$1.78	\$3.54
May 1, 2021	\$5.50	\$1.82	\$3.69	\$1.84	\$3.66

***Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**

(iii) **Townhouses And Semi-Detached Houses:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	33%	67%	50%	
May 1, 2019	\$5.44	\$1.80	\$3.64	\$1.82	\$3.62
May 1, 2020	\$5.57	\$1.84	\$3.73	\$1.87	\$3.70
May 1, 2021	\$5.76	\$1.90	\$3.86	\$1.93	\$3.83

(c) **For Three Storey:**(iv) **Single Detached Houses Less Than 1600 Sq Ft:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.44	\$1.63	\$3.81	\$1.90	\$3.54
May 1, 2020	\$5.57	\$1.67	\$3.90	\$1.95	\$3.62
May 1, 2021	\$5.76	\$1.73	\$4.03	\$2.02	\$3.74

(v) **Single Detached Houses 1600 Sq Ft And Over:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.20	\$1.56	\$3.64	\$1.82	\$3.38
May 1, 2020	\$5.32	\$1.60	\$3.72	\$1.86	\$3.46
May 1, 2021	\$5.50	\$1.65	\$3.85	\$1.93	\$3.58

*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)

(vi) Townhouses And Semi-Detached Houses:

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$5.44	\$1.63	\$3.81	\$1.90	\$3.54
May 1, 2020	\$5.57	\$1.67	\$3.90	\$1.95	\$3.62
May 1, 2021	\$5.76	\$1.73	\$4.03	\$2.02	\$3.74

* Notes: The leveling rate indicated above is only applicable to those footings that are leveled via transit and/or laser leveling devices at the request of the Employer and/or representative thereof.

Note:

1. Footings up to and including six (6) steps are not an extra.
2. Footings for Two Storey and Bungalows that require more than six (6) steps shall be an additional \$50.00 inclusive of all steps required.
3. Footings for Townhouse and Semi-detached houses that require more than four (4) steps shall pay an additional \$35.00 per unit inclusive of all steps required.
4. Third floor premium is \$0.25/sq ft.
5. Slab on Grade is standalone extra and will not count as a floor.
6. Terrace Floor Area (Roof top enclosed area) shall not count as a floor but will be compensated as per the base rate.
7. Definition: Towns and semis must be attached by a living area. Garage area is not a living area.

*Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)

(d) **For Back To Back Townhouses, Back To Back Semi-Detached Houses And Stacked Units:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	30%	70%	50%	
May 1, 2019	\$6.46	\$1.94	\$4.52	\$2.26	\$4.20
May 1, 2020	\$6.61	\$1.98	\$4.63	\$2.31	\$4.30
May 1, 2021	\$6.84	\$2.05	\$4.79	\$2.39	\$4.45

No third floor premium.

(e) **For Garages And Exposed Attached Garages:**

	Stick Rate*	Portion of Sq Ft Rate Attributed to the Roof	Balance	Panel Rates Applicable to Balance	Total Panel and Roof Rate
	100%	49%	51%	45%	
May 1, 2019	\$5.00	\$2.45	\$2.55	\$1.15	\$3.60
May 1, 2020	\$5.10	\$2.50	\$2.60	\$1.17	\$3.67
May 1, 2021	\$5.15	\$2.52	\$2.63	\$1.18	\$3.71

(f) **For Under Living Area:**

	Panel Rate	Comment
May 1, 2019	\$1.15	Same as "Panel Rates Applicable to Balance" (45%) in (e) above.
May 1, 2020	\$1.17	
May 1, 2021	\$1.18	

***Note: Reference to RFCA Stick Rate without glue (rate minus \$0.11)**

APPENDIX "B" -PANEL EXTRAS

Panel Extras

#	Description	May 1 st 2019	May 1 st 2020	May 1 st 2021	Comments
1.	High Wall (14 ft +)	\$5.00/linear foot	\$6.00/linear foot	\$7.00/linear foot	
2.	Brick Box (supplied sheathed)	\$1.50/sq ft	\$1.50/sq ft	\$1.50/sq ft	50 % of stick = 50% of \$3.00
3.	Brick Box (supplied not sheathed)	\$1.60/sq ft	\$1.60/sq ft	\$1.60/sq ft	50% of stick + \$0.10
4.	Corners (no charge for first 8) one rate for all house types	\$49.88/per corner	\$49.88/per corner	\$49.88/per corner	Formula for 2 storey applies 33% of \$75 = \$24.75 (roof) \$75 - \$24.75 = \$50.25 \$50.25 x 50% = \$25.125 \$25.125 + \$24.75 = \$49.875
5.	Flat Porches (Supplied) one rate for all house types	\$2.45/sq ft of porch area	2.48/sq ft of porch area	2.55/sq ft of porch area	Formula for 2 storey applies (no roof): \$7.30 x 33% = \$2.409 (roof) \$7.30 - \$2.409 = \$4.891 50% of \$4.891 = \$2.45
6.	High Ceilings 12' and 13' (per sq ft to area to which it applies)	12' \$0.35	12' \$0.35	12' \$0.35	
		13' \$0.43	13' \$0.43	13' \$0.43	
7.	Flat roof fully panelized	\$1.10	\$1.10	\$1.10	

#	Description	May 1 st 2019	May 1 st 2020	May 1 st 2021	Comments
8.	Flat Roof unsheathed	\$1.50	\$1.50	\$1.50	Sloping and sheathing to be paid as applicable
9.	Sloping of Flat Roof (per sq ft)	\$1.10	\$1.10	\$1.10	100% of Stick App B (16)
10.	Sheathing of Flat Roof (per sq ft)	\$0.40	\$0.40	\$0.40	100% of Stick App B (29)
11.	Walkouts/Lookouts (supplied)	\$1.13/sq ft	\$1.15/sq ft	\$1.15/sq ft	50% of stick 50% of \$2.25/sq ft
12.	Sunken Floor (when not supplied as panels but stick framed) for the sq ft of the sunken floor area	\$3.70	\$3.75	\$3.75	\$2.20 + premium (\$1.50 / \$1.55)
13.	Sunken Floor (supplied) for all house types for the sq ft of the sunken floor area	\$1.00	\$1.02	\$1.02	Formula for 2 storey applies to premium calculation: Sunken floor stick premium: \$1.50/sq ft (increase \$1.55 in 2020) 33% of \$1.50 = \$0.495 (roof) \$1.50 - \$0.495=\$1.005 50% of \$1.005 = \$0.5025 \$0.5025 + \$0.495 = \$0.9975 or \$1.00 (for clarity this in addition to the applicable panel base rate)
14.	Basement bearing walls (panel)	\$4.80/linear foot	\$4.80/linear foot	\$4.80/linear foot	50% of Stick rate 50% of \$9.60/linear foot = \$4.80/linear foot
15.	Parapet Walls	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	\$1.13/sq ft + \$0.30/sq ft for sheathing (when applicable)	50% of Stick rate 50% of \$2.25/sq ft = \$1.13/sq ft

#	Description	May 1 st 2019	May 1 st 2020	May 1 st 2021	Comments
16.	Chimney	\$37.50 per floor and \$75.00 for portion above facia	\$37.50 per floor and \$75.00 for portion above facia	\$37.50 per floor and \$75.00 for portion above facia	50% of Stick rate 50% of \$75 = \$37.50 50% of \$150 = \$75.00
17.	Lofts	Bungalow: \$1.81/sq ft of loft area Two Storey: \$1.66/sq ft of loft area Three Storey: \$1.63/sq ft of loft area	Bungalow: \$1.89/sq ft of loft area Two Storey: \$1.73/sq ft of loft area Three Storey: \$1.69/sq ft of loft area	Bungalow: \$1.96/sq ft of loft area Two Storey: \$1.80/sq ft of loft area Three Storey: \$1.76/sq ft of loft area	Stick = \$2.50/square foot of loft area (2019/ \$2.60(2020/ \$2.70 (2021) Bungalow: 45% of \$2.50 = \$1.125 (roof) \$2.50 - \$1.125 = \$1.375 50% of \$1.375 = \$0.6875 \$1.125+\$0.6875 = \$1.81/sq ft Two Storey: 33% of \$2.50 = \$0.825 (roof) \$2.50 - \$0.825 = \$1.675 50% of \$1.675 = \$0.8375 \$0.825+\$0.8375 = \$1.66/sq ft Three Storey: 30% of \$2.50 = \$0.75 (roof) \$2.50 - \$0.75 = \$1.75 50% of \$1.75 = \$0.875 \$0.75+\$0.875 = \$1.63/sq ft
18.	Third Floor Premium	\$0.25/sq ft of third floor area	\$0.25/sq ft of third floor area	\$0.25/sq ft of third floor area	Stick is \$0.50/sq ft 50% of \$0.50 = \$0.25/sq ft

#	Description	May 1 st 2019	May 1 st 2020	May 1 st 2021	Comments
19.	Slab on Grade (panels) – one rate for all house types	\$2.04/sq ft of slab on grade area	\$2.07/sq ft of slab on grade area	\$2.11/sq ft of slab on grade area	Two storey less than 1600 stick rate is \$5.44 Floor and Walls = \$1.82 60% for Walls = \$1.09 Premium = \$0.95 Walls (\$1.09) + Premium (\$0.95) = \$2.04
20.	Coach House	Garage + Bungalow + all applicable extras			As per formula: Garage + Bungalow + all applicable extras
21.	Strapping	\$3.55 /linear foot	\$3.65 /linear foot	\$3.75 /linear foot	
22.	Repair and Gap Hourly Rate	\$50.00	\$51.00	\$52.00	There will be a 20% in lieu of benefit payments on the rate. For clarity the total rates shall be: 2019: \$60.00 2020: \$61.20 2021: \$62.40
23.	Landings (if not panelized)	\$2.20/ sq ft of the applicable area	\$2.20/ sq ft of the applicable area	\$2.20/ sq ft of the applicable area	

NOTE: *REF TO RFCA STICK RATE, WITHOUT GLUE (RATE MINUS \$0.11)

APPENDIX "C"

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
PANEL INSTALLERS

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Job Foreman																
	28/04/2019	\$41.97	\$4.20	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$59.18	3%	\$0.15	\$0.50	\$59.68
	03/05/2020	\$42.52	\$4.26	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$60.28	3%	\$0.15	\$0.50	\$60.78
	02/05/2021	\$43.07	\$4.32	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$61.48	3%	\$0.15	\$0.50	\$61.98
Panel Installer Crew Leader																
	28/04/2019	\$37.67	\$3.77	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$54.45	3%	\$0.15	\$0.50	\$54.95
	03/05/2020	\$38.22	\$3.83	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$55.55	3%	\$0.15	\$0.50	\$56.05
	02/05/2021	\$38.77	\$3.89	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$56.75	3%	\$0.15	\$0.50	\$57.25
Panel Installer																
	28/04/2019	\$33.63	\$3.36	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.00	3%	\$0.15	\$0.50	\$50.50
	03/05/2020	\$34.18	\$3.42	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$51.10	3%	\$0.15	\$0.50	\$51.60
	02/05/2021	\$34.74	\$3.47	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$52.30	3%	\$0.15	\$0.50	\$52.80

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

*Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
APPRENTICE SCHEDULE - PANEL INSTALLER**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$20.18	\$2.02	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.40	3%	\$0.15	\$0.50	\$27.90
	03/05/2020	\$20.51	\$2.05	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.06	3%	\$0.15	\$0.50	\$28.56
	02/05/2021	\$20.84	\$2.08	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$28.73	3%	\$0.15	\$0.50	\$29.23
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$23.54	\$2.35	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$31.10	3%	\$0.15	\$0.50	\$31.60
	03/05/2020	\$23.93	\$2.39	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$31.82	3%	\$0.15	\$0.50	\$32.32
	02/05/2021	\$24.32	\$2.43	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$32.55	3%	\$0.15	\$0.50	\$33.05
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$26.90	\$2.69	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$ 42.60	3%	\$0.15	\$0.50	\$43.10
	03/05/2020	\$27.34	\$2.73	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$ 43.58	3%	\$0.15	\$0.50	\$44.08
	02/05/2021	\$27.79	\$2.78	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$ 44.66	3%	\$0.15	\$0.50	\$45.16

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIRE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$30.27	\$3.03	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$46.30	3%	\$0.15	\$0.50	\$46.80
	03/05/2020	\$30.76	\$3.08	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.34	3%	\$0.15	\$0.50	\$47.84
	02/05/2021	\$31.27	\$3.13	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.48	3%	\$0.15	\$0.50	\$48.98

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
PANEL INSTALLERS (OUTSIDE OF OSHAWA AND WHITBY) (10% REDUCTION)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Job Foreman																
	28/04/2019	\$37.77	\$3.78	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$54.56	3%	\$0.15	\$0.50	\$55.06
	03/05/2020	\$38.27	\$3.83	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$55.59	3%	\$0.15	\$0.50	\$56.09
	02/05/2021	\$38.76	\$3.88	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$56.73	3%	\$0.15	\$0.50	\$57.23
Panel Installer Crew Leader																
	28/04/2019	\$33.90	\$3.39	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.30	3%	\$0.15	\$0.50	\$50.80
	03/05/2020	\$34.40	\$3.44	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$51.34	3%	\$0.15	\$0.50	\$51.84
	02/05/2021	\$34.89	\$3.49	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$52.47	3%	\$0.15	\$0.50	\$52.97
Panel Installer																
	28/04/2019	\$30.27	\$3.03	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$46.30	3%	\$0.15	\$0.50	\$46.80
	03/05/2020	\$30.76	\$3.08	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$47.34	3%	\$0.15	\$0.50	\$47.84
	02/05/2021	\$31.27	\$3.13	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$48.48	3%	\$0.15	\$0.50	\$48.98

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF HOURLY WAGES AND BENEFITS
APPRENTICE SCHEDULE - PANEL INSTALLERS (OUTSIDE OF OSHAWA AND WHITBY)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$18.16	\$1.82	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$25.18	3%	\$0.15	\$0.50	\$25.68
	03/05/2020	\$18.46	\$1.85	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$25.80	3%	\$0.15	\$0.50	\$26.30
	02/05/2021	\$18.76	\$1.88	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$26.44	3%	\$0.15	\$0.50	\$26.94
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$21.19	\$2.12	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$28.51	3%	\$0.15	\$0.50	\$29.01
	03/05/2020	\$21.53	\$2.15	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$29.19	3%	\$0.15	\$0.50	\$29.69
	02/05/2021	\$21.89	\$2.19	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.87	3%	\$0.15	\$0.50	\$30.37
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$24.21	\$2.42	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$39.64	3%	\$0.15	\$0.50	\$40.14
	03/05/2020	\$24.61	\$2.46	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$40.57	3%	\$0.15	\$0.50	\$41.07
	02/05/2021	\$25.01	\$2.50	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$41.60	3%	\$0.15	\$0.50	\$42.10

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$27.24	\$2.72	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$42.97	3%	\$0.15	\$0.50	\$43.47
	03/05/2020	\$27.69	\$2.77	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$43.95	3%	\$0.15	\$0.50	\$44.45
	02/05/2021	\$28.14	\$2.81	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$45.04	3%	\$0.15	\$0.50	\$45.54

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

LETTER OF UNDERSTANDING NO. 1

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: *Installation of Wood Window Frames*

For purposes of clarity, the parties agree that the installation of wood window frames is included under "frame carpentry" for purposes of Article 1.02 (a) (iii) of the Collective Agreement.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 2

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: Carpenter Classification

The parties hereto agree that the reference to Carpenters in the Classifications of Schedule "A" of the Collective Agreement between them effective May 1, 1989, is to be defined as referring to any employee who is hired and employed as a full time Carpenter.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 3

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: *No Inferior Collective Agreements*

The parties agree that in the event that an Employer which is not a member of the Association desires or is required to enter into a collective agreement with the Union, then the Union agrees that the specific and individual terms and conditions of that collective agreement will in no way be more beneficial to the Employer than the specific and individual terms and conditions of the collective agreement with the Association.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 4

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: Name of Universal Workers Union, LIUNA Local 183 ("Local 183")

The parties agree that, during the term of the Collective Agreement, Local 183 has the right to, and may, change its name.

The Employer agreed that upon written notice from Local 183 that it has formally changed its name, Local 183, under its new name, will enjoy all status, rights, obligations, and privileges under the Collective Agreement and otherwise, and shall be recognized by the Employer as the same union as under its previous name.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 5

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU(hereinafter called the “**Bureau**”)

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183(hereinafter called the “**Union**”)*Re: Successor and Assigns*

The Employer hereby confirms that it is not carrying on associated or related activities or businesses by or through more than one corporation, individual, firm, syndicate, or other entity or association or any combination thereof, under common control or direction, that is not signatory to this Collective Agreement. For the purpose of this Letter, “activities” include any activities contemplated by the Purpose and Intent, Recognition, and/or Scope clauses of the Collective Agreement.

The parties further agree that all provisions of Section 1(4) and 69 of the Ontario *Labour Relations Act* (as they exist on the date hereof) are hereby incorporated and form part of the Collective Agreement, with such modifications as may be necessary for an arbitrator with jurisdiction arising out of the Collective Agreement and/or Expedited Arbitration System and/or the Ontario *Labour Relations Act*, to have all of the powers that the Board would otherwise have under the provisions of the *Act*.

The parties agree that this Letter forms part of the Collective Agreement and may be enforced as such.

Letter of Understanding No. 5
Successor and Assigns

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 6

BETWEEN :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: Remittances and Contributions

THE PARTIES agree that during the lifetime of the Agreement the Union shall have the right, at any time, to require the Employer to change the amount of contributions to any of the employee benefit funds set out in the Collective Agreement, by transferring any portion of the contributions required to be made to any particular employee benefit fund now existing other than the Vacation Pay Fund and the Industry Fund, to any other employee benefit fund provided that there shall be no increase in the total monetary contributions required to be made under the Agreement.

THE PARTIES agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 7

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: Settlement of Procedures under the Ontario Labour Relations Act

The above-noted parties agree that by meeting and bargaining, pursuant to the duty imposed upon them by the Ontario *Labour Relations Act* (the "Act"), and in engaging in the processes with respect to such bargaining set out in the *Act*, they have participated in a proceeding under the *Act* which has now been settled. The settlement of this proceeding has resulted in a collective agreement, but has further resulted in this letter which the parties agree and acknowledge constitutes the settlement of a proceeding under the *Act* which is independent of the said collective agreement.

Pursuant to this settlement of the proceeding the parties agree as follows:

- i) Any employer performing work under the Collective Agreement is a construction Employer as defined under the terms and provisions of the *Act*.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA 

LUIS CAMARA 

BERNARDINO FERREIRA 

FOR THE BUREAU:

LOU BADA 

TONY MUTO

JASON MORIN 

LOUIE MORIZIO

WILLIAM GREIG 

ANDREW PARISER 

RICHARD LYALL 

FILIPPO BELLO 

LETTER OF UNDERSTANDING NO. 8

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183(hereinafter called the “**Union**”)*Re: Repetitive Violations of the Collective Agreement*

The parties agree that where an Employer has repeatedly violated the terms and provisions of the Collective Agreement with respect to the payment of wages, the remittances required by the Collective Agreement to be paid to the Union and/or others and/or the contracting and subcontracting restrictions, the Union may request a complete financial audit of the Employer’s books and records by a qualified accountant to be chosen by the Union. If, following the completion of the audit, the Employer is found to have further violated any of the terms and provisions of the Collective Agreement, then, in addition to any other damages or payments which the Employer may be liable for, the Employer will reimburse the Union for the full costs of the audit. Such reimbursement is to be considered general damages owing to the Union and accordingly such amounts may be withdrawn from any bond or Letter of Credit which the Employer is or has been required to provide in accordance with the terms of the Collective Agreement.

Letter of Understanding No. 8
Repetitive Violations of the Collective Agreement

The parties agree that this Letter forms part of the Collective Agreement binding upon them and may be enforced as such.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 9

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "**Bureau**")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "**Union**")

Re: Servicemen/Handymen

WHEREAS the Bureau and the Union have been engaged in a dispute concerning the applicability of certain terms and provisions of the existing Collective Agreement to "servicemen and handymen";

AND WHEREAS the Union and the Bureau wish to resolve these disputes;

NOW THEREFORE the Bureau and the Union agree to the following Letter of Understanding concerning how the existing Collective Agreement will apply to servicemen and handymen:

1. Group 1 of Article 4 of Schedule "A" - Classifications and Wages is hereby amended to read as follows:

Group 1 (A) - handymen/servicemen shall be paid the hourly wages set out in Article 4.01 of Schedule "A";
2. The employer may hire hourly handymen and servicemen and/or salaried handymen and servicemen;
3. Handymen and servicemen who are employed on an hourly basis shall be paid a minimum hourly rate equal to the Group 1 (A) rate set out in the Collective Agreement;
4. Handymen and servicemen employed on a salary basis will be paid a minimum weekly salary equal to forty-four (44) hours paid at the regular Group 1 (A) rate;
5. Salaries or hourly rates in excess of the above-noted minimums are to be subject to negotiations between the handymen and/or servicemen and the employer and shall be in writing and signed. Upon reaching any of such agreements it is the responsibility of the employer to inform the Bureau, in writing, of any agreements reached. The Bureau will thereafter provide a copy of such agreements to the Union;

Letter of Understanding No. 9
Servicemen/Handymen

6. Handymen and servicemen who are employed on an hourly basis shall be paid overtime at the rate of time and one-half for hours in excess of forty-four (44) hours in a week, unless such hours are worked on a Sunday or statutory holiday in which case double the regular hourly rate shall be paid; the hours of work stipulated in this agreement will apply to hourly handymen/servicemen;
7. Handymen and servicemen employed on a salary basis shall be paid overtime at the rate of time and one-half for hours in excess of eighty-eight (88) hours in a two-week period; not including Sundays and statutory holidays for which they will be paid at double the regular hourly rate;
8. All remittances and contributions required by the Collective Agreement will be made in accordance with the provisions of the Collective Agreement with respect to handymen and servicemen employed on an hourly basis. With respect to handymen and servicemen who are employed on a salaried basis all such remittances and contributions will be made on the basis of a forty-four (44) hour standard work week or such pro-rated amounts thereof where the salaried handyman or serviceman works for more than one (1) employer which is bound by the collective agreement;
9. The Union recognizes that both handymen and servicemen have specific skills and that other employees (including but not necessarily limited to other handymen and servicemen) may not be able to perform available work, where all or part of such work includes handyman or serviceman work;
10. The Parties agree that the current practices of individual Employers with respect to the supply of tools and/or transportation by or to handymen or servicemen will continue for the duration of the Collective Agreement. For the purposes of clarity, where a handyman/serviceman is required to use his/her own tools on a site, the Employer shall reimburse the replacement of such tools up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year upon provision of receipts. A request for reimbursement with receipt submitted between the 1st and 15th of the month shall be paid no later than the end of the month, and a request for reimbursement with receipt submitted between the 16th and the end of the month shall be paid no later than the 15th day of the following month;
11. Servicemen/Handymen covered by the Agreement who are required to supply their own vehicle in the performance of their work shall receive a minimum monthly allowance of six hundred dollars (\$600.00);
12. Nothing in this letter in any way limits the right of the employers to require sub-trades to repair their original work if incorrect or incomplete;

*Letter of Understanding No. 9
Servicemen/Handymen*

13. At the request of any employee; the Employer shall fill out and sign Form T2200 "Declaration of Conditions of Employment" in order to support the employees' claim on their personal income tax return for expenses related to their employment;
14. It is agreed that servicemen/handymen who are currently members of the Union shall be red circled and remain members of the Union covered by the terms and conditions of the Toronto Residential Construction Labour Bureau collective agreement even though they perform work as servicemen/handymen outside of the scope of the Collective Agreement. It is also agreed that servicemen/handymen who are excluded from the Collective Agreement in accordance with Article 1.01 (a) may join the Union and thereby become covered by the Collective Agreement;
15. It is agreed that a handyman/serviceman who is excluded from the Bargaining Unit may perform handyman/serviceman duties in the Bargaining Unit in the case of an emergency or when handymen/servicemen are not readily available to perform the work required provided it will not result in a lay-off of an employee in the Bargaining Unit;
16. The parties agree that the provisions of this Letter of Understanding form part of the Collective Agreement binding upon them and are enforceable as such.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA 

LUIS CAMARA 

BERNARDINO FERREIRA 

FOR THE BUREAU:

LOU BADA 

TONY MUTO 

JASON MORIN 

LOUIE MORIZIO

WILLIAM GREIG 

ANDREW PARISER 

RICHARD LYALL 

FILIPPO BELLO 

LETTER OF UNDERSTANDING NO. 10

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “**Union**”)

Re: Subcontracting and Cross-Over Provisions

The Parties agree as follows with respect to adding new particular parts of the low-rise residential sector of the construction industry to the subcontracting provisions set out in Article 1.02 of the Collective Agreement. The provisions set out in this Letter of Understanding do not, in any way, apply to those particular parts of the low-rise residential sector of the construction industry which are already covered by and set out in the Collective Agreement or those collective agreements which already set out in the cross-over clause of the Collective Agreement;

- (i) If, at any time during the term of the Collective Agreement, the Union is successful in entering into contractual relations with seventy-five percent (75%) of the contractors or subcontractors, employing seventy-five percent (75%) of the employees, in any particular part of the low-rise residential construction sector of the construction industry, then, on the last day of the Collective Agreement, the work involved in that particular part of the low-rise residential sector shall automatically be included within the provisions of Article 1.02 such that the Employer will only contract or subcontract such work to companies who are in contractual relations with the Union.
- (ii) The automatic inclusion set out in paragraph (i) above will not occur if, on the ninetieth (90th) day prior to the expiry of the Collective Agreement the Union no longer has contractual relations with seventy-five percent (75%) of the relevant companies who employ seventy-five percent (75%) of the employees in that particular part of the low-rise residential sector of the construction industry;
- (iii) Further, the Parties agree, that with respect to any particular part of the low-rise residential sector of the construction industry which are added to Article 1.02 of the Collective Agreement by virtue of the provisions of paragraph (i) above, should, on the ninetieth (90th) day prior to the expiry of any subsequent agreement, the Union no longer will be in contractual relations with fifty-five percent (55%) of the relevant companies

Letter of Understanding No. 10
Sub-Contracting and Cross-Over Provisions

employing fifty-five percent (55%) of the employees in that particular part of the low-rise residential sector of the construction industry, then the relevant sub-contracting provisions will be removed;

- (iv) The Parties agree that the above-noted tests will also apply to the inclusion and deletion of any new collective agreements to the cross-over provisions contained within Schedule "B" of the Collective Agreement;
- (v) The Parties agree that this Letter of Understanding forms part of the Collective Agreement which is binding upon them and can be enforced as such, including, but not necessarily limited to, referring to arbitration any questions which may arise as to whether or not the Union is actually in contractual relations with the requisite number of employers employing the requisite number of employees in any particular part of the low-rise residential sector of the construction industry as of the relevant dates set out herein.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 11

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU

(hereinafter called the “**Bureau**”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(hereinafter called the “**Union**”)

Re: Piecework Maintenance Letter

In the event the Union is successful with respect to adding new parts or particular parts of the low-rise residential sector of the construction industry to the Collective Agreement in accordance with the terms and conditions of Letter of Understanding No. 10 (Re: Subcontracting and Cross-Over Provisions), then the following will apply.

With respect to any work currently covered by the subcontracting clause, Article 1.02 or any work which may become covered in the future by the subcontracting clause, Article 1.02, the Union agrees that it shall maintain any piecework rates or practices currently contained in any collective agreement which is now covered or may become covered in the future by Article 1.02. Without restricting the generality of the foregoing, the Union agrees that it will not instigate or negotiate an end to any piecework rates currently contained in any collective agreement or utilized by any subcontractors performing work covered by the subcontracting clause, Article 1.02.

Letter of Understanding No. 11
Piecework Maintenance Letter

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 12

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: *Steel Framing Side Letter*

The Bureau agrees to reissue the letter it forwarded to the Residential Framing Contractors Association of Metropolitan Toronto and Vicinity regarding steel framing. The Union agrees that it will only use or refer to this Letter in the case of a jurisdictional dispute complaint being filed with the Ontario Labour Relations Board regarding steel framing. Otherwise, the Union agrees that it will not refer to or utilize this Letter in any way save and except a jurisdictional dispute noted above.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 13

BETWEEN :

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the “Bureau”)

- and -

LABOURERS’ INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the “Union”)*Re: Health and Safety*

The parties agree that occupational health and safety is vitally important to all employees working under this agreement.

The parties agree that occupational health and safety training is crucial in order for all persons to comply with the *Occupational Health and Safety Act*.

Therefore the parties agree to support the goal of providing a healthy and safe workplace encouraging and facilitating:

- a cooperative attitude and approach to health and safety in the workplace by all persons;
- attendance at all relevant health and safety training programmes run by the Training Centre;
- compliance with the provisions of the Occupational Health & Safety Act and its Regulations;
- compliance with the objectives and provisions of legitimate and valid employer health and safety policies; and
- effective communication and pro-active approach to all health and safety matters.

The parties are confident that by encouraging the foregoing principles of education, cooperation, and responsibility that they will be able to promote and achieve a safe workplace for all persons.


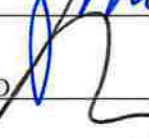





Letter of Understanding No. 13
Health and Safety

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA 
LUIS CAMARA 
BERNARDINO FERREIRA 

FOR THE BUREAU:

LOU BADA 
TONY MUTO 
JASON MORIN 
LOUIE MORIZIO
WILLIAM GREIG 
ANDREW PARISER 
RICHARD LYALL 
FILIPPO BELLO 

LETTER OF UNDERSTANDING NO. 14

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: Health and Safety Training

WHEREAS the parties are jointly committed to a safe and healthy work environment and recognize the importance of appropriate training to ensure that employees have the requisite knowledge to work in a healthy and safe manner; and

WHEREAS the parties wish to ensure the employees benefit from Occupational Health and Safety Training appropriate to their work industry; and

WHEREAS the parties have agreed to include a certification requirement as a condition of employment in Article 10.08 and

WHEREAS the parties wish to provide transition provisions to ensure that the application of Article 10.08 does not cause a hardship for employees or the Employer;

NOW THEREFORE the parties agree as follows:

1. By no later than July 1, 2010, the Employer shall complete an inventory of each employee's health and safety certificate status;
2. Within sixty (60) days of completing the inventory, the Employer shall notify each employee, in writing with a copy to the Union, of which certifications the employee is required to obtain or to maintain current;
3. The employee shall be required to obtain the identified certification(s) on his own time, but in the event that the Employer fails to provide the requisite written notice, the Employer shall pay the employee his regular rate for each hour spent taking the required courses;
4. Each employee shall obtain the required certification(s) as identified by the Employer prior to commencing work on April 1, 2011.

*Letter of Understanding No. 14
Health and Safety Training*

5. Commencing with the construction season on April 1, 2011, the Union agrees that it shall not dispatch persons to work for an Employer who has not obtained the certification(s) required for the type of work to be performed and the Employer agrees not to employ persons who have not obtained such certificate(s).
6. After April 1, 2011 if an Employer is required to hire a new employee to the low-rise residential sector in accordance with the provision of the Agreement the Union shall issue a Referral Slip in accordance with Article 2.02 and the employee must attend the Health and Safety Program to be developed by the Bureau after being hired and attain a certificate of program completion on the employee's own time.
7. Nothing in the Agreement can be taken to abrogate the responsibilities of the Employer, the Union, or the employee pursuant to the provisions of the *Occupational Health and Safety Act*.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA 

LUIS CAMARA 

BERNARDINO FERREIRA 

FOR THE BUREAU:


LOU BADA 

TONY MUTO 


JASON MORIN 

LOUIE MORIZIO _____

WILLIAM GREIG 

ANDREW PARISER 

RICHARD LYALL 

FILIPPO BELLO 

LETTER OF UNDERSTANDING NO. 15

BETWEEN:

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

- and -

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Association")

Re: Market Share and O.L.R.B Area 9

Representatives of the Union and the Association shall meet once every three (3) months to discuss issues of common interest including the Union's share of Builders and Sub-Contractors in the Low Rise sector, labour supply, training and industry promotion.

The parties also agree that it is in their mutual interest to organize and expand the number of Unionized Builders and Sub-Contractors during the course of the Agreement with a goal of organizing at least seventy-five percent (75%) of the Builders and Sub-Contractors in the Low-Rise sector. In order to facilitate the achievement of this goal the parties agree to cooperate and share information such as a list of non-union builders, projects and rates and conditions of employment.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

LETTER OF UNDERSTANDING NO. 16

BETWEEN:

DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
(hereinafter called the "Bureau")

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183
(hereinafter called the "Union")

Re: *Industry Review*

The parties agree a review of the industry for builders bound to this Collective Agreement is vitally important to all employees working under this Agreement.

The parties therefore agree that representatives of the Union and the Bureau shall meet once every three (3) months for an industry review discussion.

Signed and dated at Vaughan this 1st day of May, 2019.

FOR THE UNION:

JACK OLIVEIRA

LUIS CAMARA

BERNARDINO FERREIRA

FOR THE BUREAU:

LOU BADA

TONY MUTO

JASON MORIN

LOUIE MORIZIO

WILLIAM GREIG

ANDREW PARISER

RICHARD LYALL

FILIPPO BELLO

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
& L.I.U.N.A. LOCAL 183
SUMMARY OF WAGES AND BENEFITS**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Group 1 - Labourer																
	28/04/2019	\$32.77	\$3.28	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.06	3%	\$0.15	\$0.50	\$49.56
	03/05/2020	\$33.33	\$3.33	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.16	3%	\$0.15	\$0.50	\$50.66
	02/05/2021	\$33.88	\$3.39	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.36	3%	\$0.15	\$0.50	\$51.86
Group 1A - Handyman																
	28/04/2019	\$34.45	\$3.45	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.91	3%	\$0.15	\$0.50	\$51.41
	03/05/2020	\$35.01	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.01	3%	\$0.15	\$0.50	\$52.51
	02/05/2021	\$35.56	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.21	3%	\$0.15	\$0.50	\$53.71
Group 2 – Carpenter																
	28/04/2019	\$36.77	\$3.68	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$53.46	3%	\$0.15	\$0.50	\$53.96
	03/05/2020	\$37.33	\$3.73	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$54.56	3%	\$0.15	\$0.50	\$55.06
	02/05/2021	\$37.88	\$3.79	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$55.76	3%	\$0.15	\$0.50	\$56.26

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Group 3 - Foreman (105% of Labourer) (Calculated at 105% of Labourer)																
	28/04/2019	\$34.41	\$3.44	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.86	3%	\$0.15	\$0.50	\$51.36
	03/05/2020	\$35.00	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.00	3%	\$0.15	\$0.50	\$52.50
	02/05/2021	\$35.57	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.22	3%	\$0.15	\$0.50	\$53.72

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$19.66	\$1.97	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$26.83	3%	\$0.15	\$0.50	\$27.33
	03/05/2020	\$20.00	\$2.00	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$27.50	3%	\$0.15	\$0.50	\$28.00
	02/05/2021	\$20.33	\$2.03	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$28.16	3%	\$0.15	\$0.50	\$28.66
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$22.94	\$2.30	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$30.44	3%	\$0.15	\$0.50	\$30.94
	03/05/2020	\$23.33	\$2.33	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$31.16	3%	\$0.15	\$0.50	\$31.66
	02/05/2021	\$23.72	\$2.37	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$31.89	3%	\$0.15	\$0.50	\$32.39
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$26.22	\$2.62	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$41.85	3%	\$0.15	\$0.50	\$42.35
	03/05/2020	\$26.66	\$2.67	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$42.83	3%	\$0.15	\$0.50	\$43.33
	02/05/2021	\$27.10	\$2.71	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$43.90	3%	\$0.15	\$0.50	\$44.40

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$29.49	\$2.95	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.45	3%	\$0.15	\$0.50	\$45.95
	03/05/2020	\$30.00	\$3.00	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$46.50	3%	\$0.15	\$0.50	\$47.00
	02/05/2021	\$30.49	\$3.05	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$47.63	3%	\$0.15	\$0.50	\$48.13
Apprentice 100% - 2401 Hours & Beyond - Group 1 - Labourer																
	28/04/2019	\$32.77	\$3.28	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.06	3%	\$0.15	\$0.50	\$49.56
	03/05/2020	\$33.33	\$3.33	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.16	3%	\$0.15	\$0.50	\$50.66
	02/05/2021	\$33.88	\$3.39	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.36	3%	\$0.15	\$0.50	\$51.86

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE - HANDYMAN / SERVICEMAN**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 - 600 Hours																
	28/04/2019	\$20.67	\$2.07	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.94	3%	\$0.15	\$0.50	\$28.44
	03/05/2020	\$21.01	\$2.10	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.61	3%	\$0.15	\$0.50	\$29.11
	02/05/2021	\$21.34	\$2.13	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.27	3%	\$0.15	\$0.50	\$29.77
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$24.12	\$2.41	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$31.73	3%	\$0.15	\$0.50	\$32.23
	03/05/2020	\$24.51	\$2.45	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$32.46	3%	\$0.15	\$0.50	\$32.96
	02/05/2021	\$24.89	\$2.49	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$33.18	3%	\$0.15	\$0.50	\$33.68
Apprentice 80% - 1201 - 1800 Hours																
	28/04/2019	\$27.56	\$2.76	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$43.33	3%	\$0.15	\$0.50	\$43.83
	03/05/2020	\$28.01	\$2.80	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$44.31	3%	\$0.15	\$0.50	\$44.81
	02/05/2021	\$28.45	\$2.84	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$45.38	3%	\$0.15	\$0.50	\$45.88

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIRE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 90% - 1801 - 2400 Hours																
	28/04/2019	\$31.01	\$3.10	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$47.12	3%	\$0.15	\$0.50	\$47.62
	03/05/2020	\$31.51	\$3.15	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$48.16	3%	\$0.15	\$0.50	\$48.66
	02/05/2021	\$32.00	\$3.20	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$49.29	3%	\$0.15	\$0.50	\$49.79
Apprentice 100% - 2401 Hours & Beyond - Group 1A - Handymen/Serviceemen																
	28/04/2019	\$34.45	\$3.45	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$50.91	3%	\$0.15	\$0.50	\$51.41
	03/05/2020	\$35.01	\$3.50	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$52.01	3%	\$0.15	\$0.50	\$52.51
	02/05/2021	\$35.56	\$3.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$53.21	3%	\$0.15	\$0.50	\$53.71

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU & L.I.U.N.A. LOCAL 183
SUMMARY OF WAGES AND BENEFITS OUTSIDE OF WHITBY AND OSHAWA
(CALCULATED AT 90% OF THE STANDARD RATES SHOWN ABOVE)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Group 1 - Labourer																
	28/04/2019	\$29.49	\$2.95	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.45	3%	\$0.15	\$0.50	\$45.95
	03/05/2020	\$30.00	\$3.00	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$46.50	3%	\$0.15	\$0.50	\$47.00
	02/05/2021	\$30.49	\$3.05	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$47.63	3%	\$0.15	\$0.50	\$48.13
Group 1A - Handyman/Service men																
	28/04/2019	\$31.01	\$3.10	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$47.12	3%	\$0.15	\$0.50	\$47.62
	03/05/2020	\$31.51	\$3.15	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$48.16	3%	\$0.15	\$0.50	\$48.66
	02/05/2021	\$32.00	\$3.20	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$49.29	3%	\$0.15	\$0.50	\$49.79
Group 2 - Carpenter																
	28/04/2019	\$33.09	\$3.31	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$49.41	3%	\$0.15	\$0.50	\$49.91
	03/05/2020	\$33.60	\$3.36	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$50.46	3%	\$0.15	\$0.50	\$50.96
	02/05/2021	\$34.09	\$3.41	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$51.59	3%	\$0.15	\$0.50	\$52.09

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Group 3 – Foreman (calculated at 105% of Labourer)																
	28/04/2019	\$30.97	\$3.10	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$47.07	3%	\$0.15	\$0.50	\$47.57
	03/05/2020	\$31.50	\$3.15	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$48.15	3%	\$0.15	\$0.50	\$48.65
	02/05/2021	\$32.02	\$3.20	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$49.31	3%	\$0.15	\$0.50	\$49.81

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE – LABOURER (OUTSIDE OF OSHAWA AND WHITBY)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 – 600 Hours																
	28/04/2019	\$17.70	\$1.77	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$24.67	3%	\$0.15	\$0.50	\$25.17
	03/05/2020	\$18.00	\$1.80	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$25.30	3%	\$0.15	\$0.50	\$25.80
	02/05/2021	\$18.30	\$1.83	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$25.92	3%	\$0.15	\$0.50	\$26.42
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$20.65	\$2.06	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$27.91	3%	\$0.15	\$0.50	\$28.41
	03/05/2020	\$21.00	\$2.10	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$28.60	3%	\$0.15	\$0.50	\$29.10
	02/05/2021	\$21.34	\$2.13	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$29.28	3%	\$0.15	\$0.50	\$29.78

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 80% - 1201 – 1800 Hours																
	28/04/2019	\$23.59	\$2.36	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$38.96	3%	\$0.15	\$0.50	\$39.46
	03/05/2020	\$24.00	\$2.40	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$39.90	3%	\$0.15	\$0.50	\$40.40
	02/05/2021	\$24.39	\$2.44	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$40.92	3%	\$0.15	\$0.50	\$41.42
Apprentice 90% - 1801 – 2400 Hours																
	28/04/2019	\$26.54	\$2.65	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$42.21	3%	\$0.15	\$0.50	\$42.71
	03/05/2020	\$27.00	\$2.70	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$43.20	3%	\$0.15	\$0.50	\$43.70
	02/05/2021	\$27.44	\$2.74	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$44.28	3%	\$0.15	\$0.50	\$44.78
Apprentice 100% - 2401 Hours & Beyond – Group 1 - Labourer																
	28/04/2019	\$29.49	\$2.95	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$45.45	3%	\$0.15	\$0.50	\$45.95
	03/05/2020	\$30.00	\$3.00	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$46.50	3%	\$0.15	\$0.50	\$47.00
	02/05/2021	\$30.49	\$3.05	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$47.63	3%	\$0.15	\$0.50	\$48.13

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

**DURHAM RESIDENTIAL CONSTRUCTION LABOUR BUREAU
SUMMARY OF WAGES AND BENEFITS
APPRENTICESHIP SCHEDULE – HANDYMAN / SERVICEMAN (OUTSIDE OF OSHAWA AND WHITBY)**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 60% - 0 – 600 Hours																
	28/04/2019	\$18.60	\$1.86	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$25.66	3%	\$0.15	\$0.50	\$26.16
	03/05/2020	\$18.91	\$1.89	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$26.30	3%	\$0.15	\$0.50	\$26.80
	02/05/2021	\$19.20	\$1.92	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$26.92	3%	\$0.15	\$0.50	\$27.42
Apprentice 70% - 601 to 1200 Hours																
	28/04/2019	\$21.70	\$2.18	\$3.30	\$0.60	\$0.80		\$0.15		\$0.25	\$0.10	\$29.08	3%	\$0.15	\$0.50	\$29.58
	03/05/2020	\$22.06	\$2.21	\$3.45	\$0.60	\$0.90		\$0.15		\$0.25	\$0.15	\$29.76	3%	\$0.15	\$0.50	\$30.26
	02/05/2021	\$22.40	\$2.24	\$3.60	\$0.60	\$1.00		\$0.15		\$0.25	\$0.20	\$30.44	3%	\$0.15	\$0.50	\$30.94

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTIONS		INDUSTRY FUND (members)	*EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Apprentice 80% - 1201 – 1800 Hours																
	28/04/2019	\$24.80	\$2.48	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$40.29	3%	\$0.15	\$0.50	\$40.79
	03/05/2020	\$25.21	\$2.52	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$41.23	3%	\$0.15	\$0.50	\$41.73
	02/05/2021	\$25.60	\$2.56	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$42.25	3%	\$0.15	\$0.50	\$42.75
Apprentice 90% - 1801 – 2400 Hours																
	28/04/2019	\$27.90	\$2.79	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$43.70	3%	\$0.15	\$0.50	\$44.20
	03/05/2020	\$28.36	\$2.84	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$44.69	3%	\$0.15	\$0.50	\$45.19
	02/05/2021	\$28.80	\$2.88	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$45.77	3%	\$0.15	\$0.50	\$46.27
Apprentice 100% - 2401 Hours & Beyond – Group 1A – Handymen/Service men																
	28/04/2019	\$31.01	\$3.10	\$3.30	\$0.60	\$0.80	\$7.71	\$0.15	\$0.10	\$0.25	\$0.10	\$47.12	3%	\$0.15	\$0.50	\$47.62
	03/05/2020	\$31.51	\$3.15	\$3.45	\$0.60	\$0.90	\$7.90	\$0.15	\$0.10	\$0.25	\$0.15	\$48.16	3%	\$0.15	\$0.50	\$48.66
	02/05/2021	\$32.00	\$3.20	\$3.60	\$0.60	\$1.00	\$8.19	\$0.15	\$0.10	\$0.25	\$0.20	\$49.29	3%	\$0.15	\$0.50	\$49.79

Deductions from Wage → Working Dues: 3% of Gross Hourly Wages Member Dues: as per Union Constitution

***Note: The total employer cost set out in this Schedule is \$0.25 higher for Employers which are non-members of the Bureau.**

This is **Exhibit "R"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



LIUNA!

LOCAL 183

1263 Wilson Ave. Suite 200, Toronto ON M3M 3G3
T: 416.241.1183 | F: 416.241.9845 | Toll Free: 1.877.834.1183

Jack Oliveira
Business Manager

Luis Camara
Secretary Treasurer

Nelson Melo
President

Bernardino Ferreira
Vice President

Marcello Di Giovanni
Recording Secretary

Jaime Cortez
E-Board Member

Pat Sheridan
E-Board Member

Eastern Office
P.O. Box 156 560 Dodge St.
Cobourg ON K9A 4K5
T: 905.372.1183
F: 905.372.7488
1.866.261.1183

Northern Office
64 Saunders Road
Barrie ON L4N 9A8
T: 705.735.9890
F: 705.735.3479
1.888.378.1183

Kingston Office
145 Dalton Avenue, Unit 1
Kingston ON K7K 6C2
T: 613.542.5950
F: 613.542.2781

www.liunalocal183.ca

August 16, 2023

Via Registered Mail and
Fax: 416-260-2393

59 Project Management Inc.
55 Logan Avenue, Unit B
Toronto, Ontario M4N 2M9

Via Registered Mail and Fax:
905.585.4801

Quality Sterling Group
505 Cityview Boulevard
Woodbridge, ON L4H 0LB

Lien Claimant:

Janusz Argasinski as agent for the Trustees of the Labourers' Pension Fund of Central and Eastern Canada, the Local 183's Members' Benefit Fund, Labourers' Local 183 Members' Vacation Pay Trust Fund, Labourers' Local 183 Members' Training and Rehabilitation Fund, Labourers' Local 183 Retiree Benefit Trust Fund, Labourers' Local 183 Prepaid Legal Benefits Fund, Labourers' Local 183 Promotional Benefits and for all effected members of Labourers' International Union of North America, Local 183

Defaulting Contractor:

Quality Sterling Group

Owner:

59 Project Management Inc.

Project(s):

15 Brenthall; and
17, 23, 25 Lascelles Blvd.

I am Legal Counsel for Labourers' International Union of North America, Local 183 (the "Union") and represent the Lien Claimant with respect to the above-noted matter.

We understand that the Builder contracted the installation of tiles on the Project(s) to the Defaulting Contractor. The Defaulting Contractor is bound to a collective agreement between the Union and the Residential Tile Contractors Association (the "RTCA Collective Agreement") which requires, among other things, that they pay certain monthly contributions and deductions (including, but not limited to, pension and benefit contributions) for all work performed by members of the Union. The Defaulting Contractor has failed to remit contributions and deductions relating to work performed by the Union's members at the Project(s). In addition, the Defaulting Contractor is maintaining holdbacks in the amount of \$95,083.41. The Union estimates that the total amount of QSG's liability to the Union and its members is approximately \$250,000.00.



Feel the Power

It has come to our attention that the Defaulting Contractor has also defaulted on other creditors and owes approximately \$80 million to such creditors. The Defaulting Contractor has filed an application under the *Companies' Creditors Arrangement Act* (R.S.C., 1985, c. C-36) seeking to sell the business while its major creditor who is owed approximately \$50 million, has filed a competing application to install a monitor. The Union is seriously concerned about the Defaulting Contractor's ability to meet its obligations under the RTCA Collective Agreement.

The Builder is bound to the collective agreement between the Union and the Toronto Residential Construction Labour Bureau and/or the Durham Residential Construction Labour Bureau. Pursuant to Article 6 of the TRCLB and DRCLB Collective Agreements, the Union hereby gives notice of its intention to activate the Builder's Holdback Mechanism. Should the Defaulting Contractor fail to pay all outstanding amounts by August 18, 2023, the Builder must freeze all funds owing to Defaulting Contractor up to the amount of \$250,000.00.

In addition, the Union hereby gives notice of its intention to lien and requests the following information pursuant to section 39 of the *Construction Act* within a reasonable amount of time, not to exceed 21 days hereof.

From the Builder:

1. The names of the parties to the contract pursuant to which the Defaulting Contractor performed work at the Project(s);
2. The contract price;
3. The state of accounts between the Builder and the Defaulting Contractor;
4. A copy of any labour and material bond in respect of the contract posted by the Defaulting Contractor;
5. Whether the contract provides in writing that liens shall arise and expire on a lot-by-lot basis; and
6. Whether the contract provides that payment under the contract shall be based on the completion of specified phases or the reaching of other milestones in its completion.


In addition, we ask for the following information from the Defaulting Contractor:

1. The state of accounts between the Defaulting Contractor and all subcontractors or pieceworkers that have performed work covered by the RTCA Collective Agreement at the Project(s); and
2. To inspect the Defaulting Contractors' payroll records for all hourly employees performing work covered by the RTCA Collective Agreement at the Project(s).

Please be advised that you may be liable for any damages sustained by the Lien Claim by reason of your failure to provide us with the foregoing information within the time period stipulated above.

We look forward to hearing from you at your earliest opportunity. Should you have any questions or concerns, please contact the undersigned at 416-241-1183 x 6514 or mmerchant@liuna183.ca.

Yours truly,



Maheen Merchant

Legal Counsel

MM/mdm

cc: *Luis Camara, Secretary/Treasurer/Sector Coordinator*
Janusz Argasinski, Sector Coordinator
Alex Camara, Sector Coordinator



LiUNA!

LOCAL 183

1263 Wilson Ave. Suite 200, Toronto ON M3M 3G3
T: 416.241.1183 | F: 416.241.9845 | Toll Free: 1.877.834.1183

Jack Oliveira
Business Manager

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Jaime Cortez
E-Board Member

Pat Sheridan
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F: 905.372.7488
1.866.261.1183

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Barrie ON L4N 9A8
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F: 705.735.3479
1.888.378.1183

Kingston Office
145 Dalton Avenue, Unit 1
Kingston ON K7K 6C2
T: 613.542.5950
F: 613.542.2781

www.liunalocal183.ca

August 16, 2023

Via Registered Mail

ADI Development Group Inc.
1100 Burloak Drive, Suite 700
Burling, ON L7L 6B2

Via Registered Mail and Fax:
905-585-4801

Quality Sterling Group
505 Cityview Boulevard
Woodbridge, ON L4H 0LB

Lien Claimant:

Janusz Argasinski as agent for the Trustees of the Labourers' Pension Fund of Central and Eastern Canada, the Local 183's Members' Benefit Fund, Labourers' Local 183 Members' Vacation Pay Trust Fund, Labourers' Local 183 Members' Training and Rehabilitation Fund, Labourers' Local 183 Retiree Benefit Trust Fund, Labourers' Local 183 Prepaid Legal Benefits Fund, Labourers' Local 183 Promotional Benefits and for all effected members of Labourers' International Union of North America, Local 183

Defaulting Contractor:

Quality Sterling Group

Owner:

ADI Development Group Inc.

Project:

Valera Towns, Burlington ON

I am Legal Counsel for Labourers' International Union of North America, Local 183 (the "Union") and represent the Lien Claimant with respect to the above-noted matter.

We understand that the Owner/Builder contracted the installation of tiles on the Project to the Defaulting Contractor. The Defaulting Contractor is bound to a collective agreement between the Union and the Residential Tile Contractors Association (the "RTCA Collective Agreement") which requires, among other things, that they pay certain monthly contributions and deductions (including, but not limited to, pension and benefit contributions) for all work performed by members of the Union. The Defaulting Contractor has failed to remit contributions and deductions relating to work performed by the Union's members at the Project. In addition, the Defaulting Contractor is maintaining holdbacks in the amount of \$95,083.41. The Union estimates that the total amount of QSG's liability to the Union and its members is approximately \$250,000.00.



Feel the Power

It has come to our attention that the Defaulting Contractor has also defaulted on other creditors and owes approximately \$80 million to such creditors. The Defaulting Contractor has filed an application under the *Companies' Creditors Arrangement Act* (R.S.C., 1985, c. C-36) seeking to sell the business while its major creditor who is owed approximately \$50 million, has filed a competing application to install a monitor. The Union is seriously concerned about the Defaulting Contractor's ability to meet its obligations under the RTCA Collective Agreement.

The Union hereby gives notice of its intention to lien and requests the following information pursuant to section 39 of the *Construction Act* within a reasonable amount of time, not to exceed 21 days hereof.

From the Owner/Builder:

1. The names of the parties to the contract pursuant to which the Defaulting Contractor performed work at the Project;
2. The contract price;
3. The state of accounts between the Builder and the Defaulting Contractor;
4. A copy of any labour and material bond in respect of the contract posted by the Defaulting Contractor;
5. Whether the contract provides in writing that liens shall arise and expire on a lot-by-lot basis; and
6. Whether the contract provides that payment under the contract shall be based on the completion of specified phases or the reaching of other milestones in its completion.

In addition, we ask for the following information from the Defaulting Contractor:

1. The state of accounts between the Defaulting Contractor and all subcontractors or pieceworkers that have performed work covered by the RTCA Collective Agreement at the Project; and
2. To inspect the Defaulting Contractors' payroll records for all hourly employees performing work covered by the RTCA Collective Agreement at the Project.

Please be advised that you may be liable for any damages sustained by the Lien Claim by reason of your failure to provide us with the foregoing information within the time period stipulated above.

We look forward to hearing from you at your earliest opportunity. Should you have any questions or concerns, please contact the undersigned at 416-241-1183 x 6514 or mmerchant@liuna183.ca.

Yours truly,



Maheen Merchant
Legal Counsel
MM/mdm

cc: *Luis Camara, Secretary/Treasurer/Sector Coordinator*
Janusz Argasinski, Sector Coordinator
Alex Camara, Sector Coordinator

This is **Exhibit "S"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Demetrios Yiokaris

From: Joseph Falvo <jfalvo@baycliffehomes.com>
Sent: September 18, 2023 4:13 PM
To: Graham Williamson
Cc: Demetrios Yiokaris; Coralea Daigle
Subject: RE: In the Matter of the CCAA Proceedings of Quality Sterling Group

Thank you Mr. Williamson,
Much appreciated on the prompt response.

J Falvo



Joseph Falvo Hon. BA, C.B.F, B.C.I.N

Vice President of Operations

Tel - (905) 264 2229 X 208

Fax - (905) 264 2227

From: Graham Williamson <gwilliamson@liuna183.ca>
Sent: Monday, September 18, 2023 3:50 PM
To: Joseph Falvo <jfalvo@baycliffehomes.com>
Cc: dyiokaris@kmlaw.ca; Coralea Daigle <cdaigle@liuna183.ca>
Subject: RE: In the Matter of the CCAA Proceedings of Quality Sterling Group

Mr. Falvo

Thank you for the email. As of the date of this email Quality Sterling Group (QSG) is current on its Tile remittances with Local 183. There is an outstanding claim for \$97,083.41 in respect of pieceworker holdback accounts. But at this point we are not requesting that Baycliffe freeze or hold any funds. Should that change we will notify you.

Regards
graham

Graham Williamson
General Counsel | LIUNA Local 183
A Certified Specialist in Labour Law

M: 416.573.4652 | T: 416.241.1183 | F: 416.241.7607

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1263 Wilson Ave., 3rd Floor West, Toronto ON M3M 3G3 | www.liuna183.ca

From: Joseph Falvo <jfalvo@baycliffehomes.com>
Sent: Monday, September 18, 2023 1:20 PM
To: Graham Williamson <gwilliamson@liuna183.ca>
Subject: FW: In the Matter of the CCAA Proceedings of Quality Sterling Group

Hi Mr. Willson,

I've been advised to address my question to you regarding the release of holdback for Quality Sterling Group. The correspondents are below.

J Falvo



Joseph Falvo Hon. BA, C.B.F, B.C.I.N

Vice President of Operations

Tel - (905) 264 2229 X 208

Fax - (905) 264 2227

From: Maheen Merchant <mmerchant@liuna183.ca>
Sent: Monday, September 18, 2023 1:10 PM
To: Joseph Falvo <jfalvo@baycliffehomes.com>
Cc: Maria DiMuzio <mdimuzio@liuna183.ca>; Maheen Merchant <mmerchant@liuna183.ca>
Subject: RE: In the Matter of the CCAA Proceedings of Quality Sterling Group

Hi Joseph,

Local 183 confirms that QSG's remittances for Tile work performed in July (due on August 15, 2023) have now been paid. Additionally, remittances reports and cheques in respect of Tile work performed in August were received on or before September 15, 2023. Inquiries about whether QSG continues to be up-to-date on such remittances, or whether there are other outstanding claims, should be directed to Local 183 General Counsel, Graham Williamson, at gwilliamson@liuna183.ca.

Thanks,

Maheen Merchant

Legal Counsel | LIUNA Local 183

T: 416.241.1183 x 6514 | C: 647.287.8729 | F: 416.241.7607

1263 Wilson Ave., Suite 300 Toronto ON M3M 3G3 | www.liuna183.ca

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Confidential: The information contained in this electronic message is legally privileged and confidential information that is exempt from disclosure under applicable law and is intended only for the use of the individual or entity to which it is addressed. If you have received this communication in error, please notify us immediately by telephoning 416-241-1183 or by E-Mail at info@local183.ca. Thank you for your co-operation.

From: Joseph Falvo <jfalvo@baycliffehomes.com>
Sent: Monday, September 18, 2023 12:55 PM
To: Maheen Merchant <mmerchant@liuna183.ca>
Subject: FW: In the Matter of the CCAA Proceedings of Quality Sterling Group

Hi Maheen,

We were advised by Local 183 via letter to hold funds on QSG for lack of payment on their members. I advised QSG that we are obligated to hold the funds until such time that 183 provides us a letter of good standing and authorizes us to release such funds. I received an email (below) from Arif stating that he is appointed by the Ontario Superior Court of Justice and we are permitted to release the funds to QSG. I advised Arif that this is not in connection with the Construction Act, and I would need authorization from either 183 or by court order.

Both he, and representatives from QSG have advised that they have paid in full, and are requesting that we release the holdback monies owed. We would like confirmation that 183 is agreeable to this and we are permitted to release the balance below as stipulated by Arif.

Can you please advise if we can release the funds?

J Falvo



Joseph Falvo Hon. BA, C.B.F, B.C.I.N

Vice President of Operations

Tel - (905) 264 2229 X 208

Fax - (905) 264 2227

From: Dhanani, Arif <arif.dhanani@rsmcanada.com>
Sent: Thursday, September 14, 2023 10:26 AM
To: Joseph Falvo <jfalvo@baycliffehomes.com>
Cc: Axell, Erik <eaxell@goodmans.ca>; jlatham@goodmans.ca; Tannenbaum, Bryan <bryan.tannenbaum@rsmcanada.com>
Subject: In the Matter of the CCAA Proceedings of Quality Sterling Group

Dear Mr. Falvo,

480

We are the Monitor of Quality Sterling Group (“QSG”) , appointed by an Order of the Ontario Superior Court of Justice (Commercial List) issued on August 25, 2023, as amended and restated on September 5, 2023.

A review of QSG’s records indicates, as confirmed by QSG personnel, that Baycliffe Communities currently owes QSG \$243,528.61 and payment is overdue. A breakdown by company is set out below:

Company	Amount Due
1556614 ONTARIO LIMITED	\$ 218,353.34
1466098 ONTARIO LTD.	\$ 25,175.27
	\$ 243,528.61

We understand from QSG that this amount is being withheld because of a letter sent by LiUNA Local 183 (the “Union”) on August 16, 2023 (copy attached), to various owners/builders who have contracts with QSG. The letter asserted that QSG has failed to remit contributions and deductions relating to work performed by Union members at the owners’/builders’ projects.

We are writing to you to confirm that those remittances have been paid as evidenced by the attached email sent from the Union to an owner/builder on September 5, 2023. We can also confirm that QSG is current with its monthly contribution and deductions to the Union as required under the collective agreement between the Union and the Residential Tile Contractors Association. Accordingly, there is no impediment to making the outstanding payment.

In our capacity as Monitor and pursuant to your obligations to QSG, kindly confirm that you will be making immediate payment of the above referenced amount owing to QSG.

Thank you for your attention to this matter.

Details of the proceedings and Orders made can be found on the CCAA Monitor’s website at: <http://www.rsmcanada.com/quality-sterling-group>.

Yours truly,

RSM CANADA LIMITED

solely in its capacity as Court-appointed Monitor of Quality Sterling Group and not in its personal or corporate capacity

Arif Dhanani
Vice-President

RSM Canada Limited Licensed Insolvency Trustee

11 King St. W., Suite 700, Box 27, Toronto, Ontario, Canada, M5H 4C7
D: 647.725.0183 | F: 416.480.2646 | E: arif.dhanani@rsmcanada.com | W: www.rsmcanada.com



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[0xC3D2]

This is **Exhibit "T"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Demetrios Yiokaris

From: Graham Williamson <gwilliamson@liuna183.ca>
Sent: September 16, 2023 7:54 AM
To: ross@restile.ca
Cc: Janusz Argasinski; Coralea Daigle; Maria DiMuzio; Luis Camara
Subject: QSG

Categories: Red Category

Ross

I can now confirm that QSG sent in their August Tile remittance reports and cheques on time. We are waiting for the cheques to clear, but given the CCAA proceedings are moderately confident that they will do so. This is in addition to the late remittances for July having been received and payments cleared.

I have not heard any issues about unpaid wages or unpaid piecework invoices. However, there will be an issue about the piecework holdback accounts – I am told that QSG and their CCAA/Bankruptcy monitor are saying that the money was not held in trust and was just in their general accounts. It seems that they want to argue that those amounts should be wiped out along with the \$20 million they owe to trade suppliers and contractors. We may really need to re-examine the concept of the holdback or how it is dealt with in our collective agreement.

If you are getting inquiries from builders or RTCA members about whether QSG is up to date on remittances you can advise them of the above, and encourage them to contact me if they need further information.

Cheers
graham

Graham Williamson
General Counsel | LIUNA Local 183
A Certified Specialist in Labour Law

M: 416.573.4652 | T: 416.241.1183 | F: 416.241.7607
1263 Wilson Ave., 3rd Floor West, Toronto ON M3M 3G3 | www.liuna183.ca

Graham Williamson
General Counsel | LIUNA Local 183
A Certified Specialist in Labour Law

M: 416.573.4652 | T: 416.241.1183 | F: 416.241.7607
1263 Wilson Ave., 3rd Floor West, Toronto ON M3M 3G3 | www.liuna183.ca

This is **Exhibit "U"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

QUALITY STERLING GROUP				
TILE PIECEWORKERS	End Balance			
LOCAL 183	30-Jun			
<u>ACTIVE SUBS</u>				
1497179 Ontario Ltd	2,000.00			
1000379156 ONTARIO INC	1,990.00			
2776848 ONTARIO INC.	2,000.00			
ACA CONSTRUCTION	(1,633.26)			
ADA TILES	2,000.00			
ADVANTAGE TILE & CONCRETE	590.00			
ALFISTI CONSTRUCTION LTD	2,000.00			
AG TILE	2,000.00			
ASTON TILING INC.	2,000.21			
BRACA CONSTRUCTION	260.00			
CROCOTILE TO	2,000.00			
CMR CONSTRUCTION	2,000.00			
DANIEL'S DRYPACK SERVICES	130.00			
DITI	730.00			
DU MORE CONSTRUCTION	1,829.82			
EDIMAR BARBOSA CONSTRUCTION	2,000.00			
ELBA-TILE	2,000.00			
ELYSIAN FLOORING	1,760.00			
EMMI CERAMICS LTD.	2,000.00			
EMOX TILES	2,000.00			
ESCALATOR TILE INC.	2,000.00			
F & F RENOVATION LTD.	2,000.00			
FABRICIO COIMBRA	2,000.00			
FUTURE TILES	2,000.00			
G & T TILE LTD.	(2,465.09)			
GABRIEL CUNHA	2,000.00			
G.K TILES	985.00			
GEN-COS	1,500.00			
GEORGE SCORDAMAGLIA TILE	710.00			
G.P. STONE INC.	2,000.00			
GS. TILES & RENOVATIONS INC.	2,000.00			
GTA Tile	2,000.00			
JC CONCRETE	2,000.00			

JOAO CAMPOS	2,000.00			
K.F. CONCRETE	2,000.00			
KLOS TILES	2,000.00			
KRZYSZTOF PANKIEWICZ	129.78			
MADEIRA CONCRETE	2,000.00			
MARK TILE COMPANY	2,000.00			
MARO CONSTRUCTION	2,000.00			
MAXIMUM FLOORING	50.00			
M.I.F. Art	50.00			
MENDEZ TILE (10000243751 ON INC)	2,000.00			
MENTOR TOLA	230.00			
MIRANDA CONSTRUCTION	1,500.00			
MONTAGNESE GROUP	2,000.00			
MYM GENERAL CONTRACTING	2,000.00			
N & A RENOVATIONS	2,000.00			
NOAH CONSTRUCTION	450.00			
Q&R TILE & FLOORING INC	2,000.00			
RD'S RENOVATION	250.00			
RMF TILES LTD.	953.60			
ROSETTA STONE & TILE	2,000.00			
TAM	2,000.00			
TIGER TILE	2,000.00			
TILE DON INSTALLATIONS	2,000.00			
TILE It Up	1,560.00			
TYTAN TILE	1,425.00			
W. SODRE	2,000.00			
VALDET BERISHA	2,000.00			
ZALIA CONTRACTING	2,000.00			

This is **Exhibit "V"** referred to in the
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in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely

A handwritten signature in blue ink, appearing to be 'MA', with a long horizontal line extending to the right.

A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



Hardwood Holdbacks



PDF - 48 KB

QUALITY STERLING GROUP	
HARDWOOD SUBCONTRACTORS	2023
use account 2122	YTD
Last Updated: Oct 2022	TOTAL

ACTIVE	
ALEX FLOORING	\$ 2,000.00
APA FLOORING	\$ 2,000.00
A PLUS FLOORING	\$ 2,000.00
BLOORLEA GENERAL CONTRACTORS	\$ 2,000.00
BMP INVESTMENTS INC. (formerly KMP Floor	\$ 2,000.00
CALI FLOORING	\$ 2,000.00
CARLOS SOSA COMPANY	\$ 2,000.00
DANKA COMPANY	\$ 2,000.00
ELITE FLOORING	\$ 2,000.00
ESTEBAN'S FLOORING	\$ 2,000.00
ETOBICOKE FLOORING INC.	\$ 2,000.00
FABIO VIENA MENDES	\$ 2,000.00
IDEAL FLOORING I-003	\$ 2,000.00
INSTA CONSTRUCTION	\$ 2,000.00
JORGE'S HARDWOOD SERVICES	\$ 1,665.00
KINGDOM HARDWOOD FLOORING	\$ 2,000.00
KY FLOORING INC.	\$ 2,000.00
LIMS CONSTRUCTION INC.	\$ 2,000.00
MARIO'S FLOORS	\$ 2,000.00
MP FLOORING	\$ 2,000.00
MRAD	\$ 2,000.00
PIONEER FLOORING	\$ 2,000.00
PERFECT FLOORING	\$ 2,000.00
RL FLOORING	\$ 2,000.00
RMD HARDWOOD FLOORING INC.	\$ 2,000.00
ROSALES FLOORING	\$ 2,000.00
RICARDO R SANDOVAL-MARTINEZ	\$ 2,000.00
SAMUEL'S HARDWOOD FLOORING	\$ 2,000.00
SUPERIOR FLOORING	\$ 2,000.00
THE ART OF FLOORING	\$ 2,000.00
VITALIY'S FLOORS	\$ 2,000.00
WILLKARE SERVICES	\$ 2,000.00
Total	\$ 63,665.00



This is **Exhibit "W"** referred to in the
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in accordance with O. Reg. 431/20,
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Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



Hardwood Sector Invoice

Invoice Number **23377**

(Only ONE INVOICE Per Builder Per Site)

Pieceworker Company Information

Company MPAD
 Address #1003-420 Mill Road
 Owner RADISA ZLADANVIC
 Phone Number (416) 278-8146
 GST # 767522477RT0001

Invoice Date Work Month
 Bill To (Main Contractor) QSG
 Builder
 Site Name

Project Location

Lot Number	Total Sq.Ft.	Unit Price	Subtotal
<u>RETURN holdback</u>			<u>2000,00</u>

List of Deficiency #s:

Total Hold Back Amount - Total of Deficiencies = New Hold Back Total

Subtotal **A** 2000,00
B
 H.S.T. on Box A & B **C**
 Total 2000,00

Notes

Name	Identification Number	Hrly. Rate	Lot #	Hours	Lot #	Hours	Lot #	Hours	Total Hours
<u>RADISA ZLADANVIC</u>	<u>04348723</u>								

Grand Total of Hours

Date submitted to Main Contractor for payment:

This is **Exhibit "X"** referred to in the
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Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026



LIUNA!

LOCAL 183

1263 Wilson Ave. Suite 200, Toronto ON M3M 3G3
T: 416.241.1183 | F: 416.241.9845 | Toll Free: 1.877.834.1183

Jack Oliveira

Business Manager

Luis Camara

Secretary Treasurer

Nelson Melo

President

Bernardino Ferreira

Vice President

Marcello Di Giovanni

Recording Secretary

Jaime Cortez

E-Board Member

Pat Sheridan

E-Board Member

Eastern Office

P.O. Box 156 560 Dodge St.

Cobourg ON K9A 4K5

T: 905.372.1183

F: 905.372.7488

1.866.261.1183

Northern Office

64 Saunders Road

Barrie ON L4N 9A8

T: 705.735.9890

F: 705.735.3479

1.888.378.1183

Kingston Office

145 Dalton Avenue, Unit 1

Kingston ON K7K 6C2

T: 613.542.5950

F: 613.542.2781

www.liunalocal183.ca

April 29, 2022

Via Registered Mail & Email

Quality Sterling Group
505 Cityview Boulevard Unit 1
Vaughan, ON L4H 0L8

Attention: Mr. Joseph (J.D.) Pacione

Dear Sir:

***Re: LIUNA Local 183 and
Quality Sterling Group
Grievance***

LIUNA Local 183 (the "Union") grieves on its own behalf and on behalf of its affected members that Quality Sterling Group (the "Employer") has violated the Collective Agreement binding upon the Employer, namely the Collective Agreement between the Union and The Residential Tile Contractors' Association effective on its face from May 1, 2019 to April 30, 2022 and continuing thereafter in accordance with its terms and by statute (the "Collective Agreement").

The Employer has violated Article 1 – Purpose, Article 2 – Recognition, Article 5 – Management Rights, Article 17 – Sub-Contracting of Work-Back Charges-Holdback Account, Article 23 – Maintenance of Rates and Schedule "B" of the Collective Agreement by, without limitation, breach of trust; failing to prudently invest all holdback monies held in trust on behalf all Pieceworkers/Subcontractors; failing to disperse and otherwise return all capital, returns and interest on such monies to all Pieceworkers/Subcontractors, who are both the income and capital beneficiaries of such monies; unjustly enriching itself with such monies; and otherwise acting contrary to the *Trustee Act* R.S.O. 1990, c. T.23, fiduciary principles and basic fairness in respect of such monies. Such conduct is unreasonable, arbitrary and contrary to statute and common law. The Employer has thereby violated each and every other relevant article, schedule, appendix, letter of understanding, duty and agreement, express or implied, forming part of the Collective Agreement.



Feel the Power

Relief Requested:

Without limitation, the Union seeks the following relief:

1. A Declaration that the Employer is bound to and has violated the Collective Agreement as set forth in this grievance;
2. An Order that the Employer immediately cease and desist from violating the Collective Agreement;
3. An Order that the Employer forthwith pay to all current and past Pieceworkers/Subcontractors liquidated damages equal to any and all capital, interest, returns and other amounts paid, payable, accrued, accruing, assessed, gained, realized and/or owing on all holdback monies in any way and at any time collected, held, deposited, withdrawn, transferred, invested and/or dispersed;
4. An Order that the Employer forthwith pay to all current and past Pieceworkers/Subcontractors liquidated damages equal to any and all interest and/or returns on all holdback monies in any way and at any time paid or accruing to, or otherwise realized by, the Employer and any other individuals or entities besides the Pieceworkers/Subcontractors;
5. An Order that the Employer pay to all Pieceworkers/Subcontractors all capital, interest, returns and all other amounts owing on all holdback monies collected, held, deposited, invested and/or dispersed on a go-forward basis in accordance with the Collective Agreement, the *Trustee Act* and the common law;
6. A pre-hearing Order that the Employer submit to a full audit and accounting by MNP LLP, at its sole expense, in order that the precise quantum, nature, treatment, interest and/or returns in respect of the holdback trust monies, and all damages and other amounts owing in respect of such monies, can be fully assessed, particularized and entered into evidence;
7. A pre-hearing Order that the Employer immediately cease, desist and forgo any action in respect of any holdback monies currently held in trust, or as may yet become held in trust following the filing of this grievance, save and except the release of such funds to Pieceworkers/Subcontractors, until at least such time as the earlier of (a) the full audit and accounting per the request for relief above, or (b) the merits of the grievance are determined by a board of arbitration;
8. An Order that the Employer pay to the Union damages equal to all of its costs (including its legal costs) associated with the filing and processing of this grievance and any arbitration;
9. Such further and other relief as may be appropriate.

The Union reserves all of its legal rights and the legal rights of its affected members, including the right to proceed civilly for breach of trust and otherwise.

The Union requests that you contact the undersigned at 416-206-0122 as soon as possible in order to resolve this matter. It remains the Union's intention to resolve this matter on a reasonable and amicable basis, failing which the Union will have no alternative but to refer it to arbitration in accordance with the relevant provisions of the Collective Agreement and/or the *Labour Relations Act, 1995*.

Sincerely,



Janusz Argasinski
Sector Co-Ordinator
JA/cc

cc: *Mr. Jack Oliveira, Business Manager*

cc: *Residential Tile Contractors' Association,
Attention: Mr. Ross Savatti (Via Email)*



LIUNA LOCAL 183

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA

Grievance Request Form

General Information

GRIEVANCE DATE ▶ Apr 29.22 SECTOR ▶ TILE & MARBLE

Company Name: QUALITY STERLING GROUP Pieceworker Contractor

Address: 505 CITYVIEW BLVD. UNIT #1

City: VAUGHAN Province: ON Postal Code: L4H 0L8

Contact Person: JOSEPH (Y.D.) PACIONE

Fax / Email: _____ Association Member: Yes No (please attach agreement)

Main Contractor: _____

Builder / Site Name / _____

Location: _____

Violation Details

VIOLATION DATE ▶ May 01.19

Violation:

- Failure to Remit
- Non Union Employees
- Non Union Sub Contractors
- Not reporting all hours
- Unpaid Wages
- Wrongful Termination
- Other (please specify): _____

Related Articles:

HOLDBACK #17.08

Members filing complaint:

Additional Details

Delivery Method: Email Registered Facsimile Hand Delivery

Individuals to copy on grievance letter: _____

Notes / Comments / Specifics: _____

Authorization

Business Representative _____

(Name)

(Signature)

Sector Coordinator _____

(Name)

(Signature)

Delores Cecchetto

From: Delores Cecchetto
Sent: Friday, April 29, 2022 2:58 PM
To: jdpacione@qsg.ca
Cc: Janusz Argasinski; ross@restile.ca; Chris Cerqueira
Subject: Quality Sterling Group Grievance
Attachments: GR-QualitySterlingGroup-29APR2022.pdf

SENT ON BEHALF OF JANUSZ ARGASINSKI

Attention: Joseph (J.D.) Pacione

Good afternoon,

Please see attached grievance.

Regards,

Delores Cecchetto

Senior Secretary

Administration Department | LIUNA Local 183

T: 416.241.1183 x.6654 | F: 416.241.9845

1263 Wilson Ave., Suite 200 Toronto ON M3M 3G3 | www.liuna183.ca

This is **Exhibit "Y"** referred to in the
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Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

May 5, 2022

Sent By E-mail (jargasinski@liuna183.ca)

Mr. Janusz Argasinski
Sector Coordinator
Labourers' International Union of North America,
Local 183
Suite 200
1263 Wilson Ave.
Toronto, ON M3M 3G3

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

Richard J. Charney
+1 416.216.1867
richard.charney@nortonrosefulbright.com

Your reference

Our reference
1001211139

Dear Mr. Argasinski:

Labourers' International Union of North America, Local 183 and Residential Tile Contractors Association et al. – Holdback Grievances

We act for the Residential Tile Contractors Association (the "**RTCA**") in respect of the above matter.

This matter concerns 14 virtually identical grievances dated April 29, 2022 (the "**Grievances**") brought by the Labourers' International Union of North America, Local 183 ("**Local 183**") against the 14 contractors listed in Schedule "A" to this letter (the "**Contractors**"), who are represented by the RTCA in collective bargaining. Each of the Contractors has authorized the RTCA to represent them in the grievance and arbitration proceedings pertaining to the Grievances (the "**Proceedings**"). The RTCA therefore speaks on behalf of the Contractors, and also on its own behalf as intervenor in these Proceedings. Without limitation, the RTCA states on its own behalf and on behalf of the Contractors that the Grievances ought to be dismissed for all or any one of the following reasons:

1. The Grievances are untimely and therefore inarbitrable. In this regard, the RTCA relies upon the provisions of the collective agreement and the doctrine of laches.
2. Local 183 is estopped from pursuing the Grievances.
3. In any event, the Grievances are entirely without merit. Without limitation, it is the RTCA's position that:
 - a. there has been no violation of the applicable longstanding collective agreement provisions and accepted past practice between the parties;

CAN_DMS: \145587859\5

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Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com.

- b. neither the *Trustee Act* nor any other related common law rule is applicable in the circumstances, nor has there been any violation in any event; and
 - c. there is no requirement at law or in the Collective Agreement to provide interest on monies held in holdback funds.
4. In the alternative, if the Grievances are with merit to one degree or another, which is categorically denied, then Local 183 is a co-conspirator to these alleged and unfounded breaches of trust, and has been for many years, and is therefore jointly and severally liable for any remedies which might be ordered.
5. Further, with respect to remedy, and still in the alternative, the RTCA submits that the Orders sought by Local 183 in the Grievances are without basis and excessive, even if the Grievances are upheld which should not be the case.

The RTCA-Local 183 collective agreement which was in place at the time the Grievances were filed provides for a meeting between the parties within five working days of the Grievances (article 8.03). The RTCA is prepared to honour that time frame, or to waive it by a couple of weeks if Local 183 prefers.

Should the Proceedings proceed to arbitration, we suggest that they be heard together before a single arbitrator.

We look forward to hearing from you about a meeting in accordance with article 8.03.

Yours truly,



Richard J. Charney

RJC/SK/smt

Cop(y/ies) to: Mr. Andrew Black, Senior Counsel, LIUNA Local 183 (via e-mail)
Mr. Ross Savatti, Executive Director, RTCA (via e-mail)

Schedule "A" – Contractor Parties to Local 183 Holdback Grievances

1. Advance Tile and Floor Covering (Toronto) Limited
2. A.V. Classic Tile Contractors Limited
3. Bramalea Tile Limited
4. D.R.M. Tile & Marble Limited
5. Global Tile Contractors & Design Inc.
6. Lancia Tile Ltd.
7. Marycroft Tile Ltd.
8. 1479860 Ontario Inc. o/a Moscone Tile
9. North York Tile Contractors Limited
10. Nuport Tile Ltd. / Res-Cor Tile Ltd.
11. Polmaster Construction & Tile Ltd.
12. Quality Sterling Group
13. Tomart Tile
14. Trust Tile Limited Partnership

This is **Exhibit "Z"** referred to in the
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Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

May 16, 2022

Laurie Kent
*Practicing through a professional corporation
Direct Dial:416-595-2708
Direct Fax:416-204-2905
lkent@kmlaw.ca

Email

Norton Rose Fulbright Canada LLP
222 Bay Street, Suite 3000, P.O. Box 53
Toronto, ON M5K 1E7

Attention: Mr. Richard J. Charney

Dear Mr. Charney:

**Re: LiUNA, Local 183 and Residential Tile Contractors Association et al.
Holdback Grievance
Re: KM File No. 220951**

We are counsel for Labourers' International Union of North America, Local 183 ("the Union") and have been retained in connection with the above-noted matter.

We are in receipt of your letter dated May 5, 2022 and understand that you have been retained by Residential Tile Contractors Association ("RTCA") to represent Advanced Tile and Floor Covering (Toronto) Limited, A.V. Classic Tile Contractors Limited, Bramal Tile Limited, D.R.M. Tile & Marble Limited, Global Tile Contractors & Design Inc., Lancia Tile Ltd., Marycroft Tile Ltd., 1479860 Ontario Inc. o/a Moscone Tile, North York Tile Contractors Limited, Nuport Tile Ltd. / Res-Cor Tile Ltd., Polmaster Construction & Tile Ltd., Quality Sterling Group, Tomart Tile and Trust Tile Limited Partnership ("the Contractors").

The Union is referring the grievances against the Contractors dated April 29th, 2022 to arbitration. As is clear from the grievances, the issue involves the breach of the entire Collective Agreement between the Union and the Residential Tile Contractors' Association effective until April 30, 2022 and any renewal thereof ("the Collective Agreement").

Without limiting the generality of the foregoing, the Union maintains its position that the Contractors have violated the Collective Agreement and engaged in breach of trust by failing to prudently invest all holdback monies held in trust on behalf of all Pieceworkers/Subcontractors; by failing to disperse and otherwise return all capital, returns and interest on such monies to all Pieceworkers/Subcontractors, who are both the income and capital beneficiaries of such monies; unjustly enriching itself with such monies, and otherwise acting contrary to the *Trustee Act* R.S.O. 1990, c. T.23, fiduciary principles and basic fairness in respect of such monies. The Union maintains its position that such conduct is unreasonable, arbitrary and contrary to the entire Collective Agreement, statute and common law.

The Union continues to seek the remedies set out in the grievance letters dated April 29, 2022.

The Union proposes this matter be heard by a single arbitrator. In that regard, we understand that Arbitrator Hayes is seized of a similar matter. In order to avoid inconsistent results, we propose that Arbitrator Jim Hays be appointed as a single arbitrator in this matter.

Please let us know if this is acceptable to your client.

Yours truly,

KOSKIE MINSKY LLP



Laurie Kent
LK:ss

cc. LIUNA Local 183, Attention, Graham Williamson, Andrew Black, Janusz Argasinski (via email)

This is **Exhibit "AA"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

IN THE MATTER OF AN ARBITRATION

B E T W E E N

**GREATER TORONTO RAILING ASSOCIATION
(and several named employers)**

(“Association”)

and

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

(“Union”)

Re: Holdback Grievances

BEFORE

James Hayes, Sole Arbitrator

APPEARANCES

For the Union

Laurie Kent, Counsel
Michael Mazzuca, Counsel

For the Association

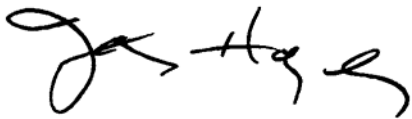
Daniel Leone, Counsel

An arbitration was held by videoconference on May 9, 2023

AWARD

1. Having regard to the language in the Collective Agreement, I conclude that a Trust has been created under Article 16.07.
2. In terms of remedy, I remit the matter back to the parties but remain seized should there be any issue.

Dated at West Vancouver, British Columbia, this 9th day of May, 2023.

A handwritten signature in black ink, appearing to read "James Hayes". The signature is written in a cursive style with a large initial "J" and a long horizontal stroke.

James Hayes

This is **Exhibit "BB"** referred to in the
Affidavit of Graham Williamson
affirmed before me on September 19, 2023
in accordance with O. Reg. 431/20,
Administering Oath or Declaration Remotely



A Commissioner for taking oaths, etc.

Michelle Nicole Alexander, Commissioner, etc.,
Province of Ontario, For Koskie Minsky LLP
Barristers and Solicitors,
Expires August 28, 2026

Demetrios Yiokaris

From: Demetrios Yiokaris
Sent: September 17, 2023 5:28 PM
To: Besant, Chris; L. Joseph Latham (jlatham@goodmans.ca)
Cc: Michael Mazzuca; Daniel Wright; Graham Williamson
Subject: RE: QSG

Categories: Red Category

Chris and Joe,

I write regarding the holdback obligations of the company; and seek responses to four questions below.

As indicated in our affidavit served a few weeks ago, Article 17.08 of the Collective Agreement allows QSG to withhold an amount from the Pieceworker from their earned compensation of up to \$2,000 for payment of any back charges or deficiencies. These funds are owned by the Pieceworker, not the company. Moreover, these funds are to be held in trust in a separate holdback account. Also, every month, QSG is to provide any accounting as to the holdback amounts they are currently holding in trust. Article 17.08 of the Collective Agreement provides:

17.08 - Holdback Account

(a) The Company may at its option **withhold an amount from the Pieceworker/Subcontractor** not to exceed the sum of two thousand (\$2,000.00) for payment of any back charges or deficiencies. The said amount may be withheld for a period not to exceed six (6) months from the date of commencement of work by the Pieceworker/Subcontractor for the Company or three (3) months from the time that the Pieceworker/Subcontractor no longer works for the Company, whichever is the greater.

(b) It is understood that any **holdback referred to in subparagraph (a) above consists of amounts owing to the Pieceworker/Subcontractor**, subject to the provisions of Article 17.06 or subparagraph (a) above. **When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Pieceworkers/Subcontractors**, written notice shall thereafter be given to the Pieceworker/Subcontractor and the Union of the amounts designated for holdback. When amounts are deducted from holdback as a result of back charges or deficiencies, written notice shall thereafter be given to the Pieceworker/Subcontractor and the Union of the amount of such deduction.

(c) By no later than the 15th day of each month each Company which **maintains a holdback account for any Pieceworker/Subcontractor** covered by this Collective Agreement **shall provide a Holdback Summary Notice. The Holdback Summary Notice shall list the names of each Pieceworkers/Subcontractors for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month**. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all Pieceworkers/Subcontractors.

(d) There shall be no penalty for the first violation by a Company of subparagraphs (b) and (c) during the life of this Collective Agreement. If, during the life of this Collective Agreement, the Company should breach subparagraph (b) or (c) a second time they shall pay damages to the Union of one hundred dollars (\$100.00), and five hundred dollars (\$500.00) for each violation thereafter. [emphasis added]

Attached at Exhibit G to the affidavit we filed is the Holdback Summary Notice prepared by QSG with respect to the Local 183 Pieceworkers as of June 30, 2023, which was sent around July 15, 2023. The total amount as of the end of June 2023 was \$90,000. I anticipate the amount currently being held in trust is probably around that amount.

Please confirm:

- a) why these monies were not listed on the company's asset sheet, or in the list of creditors;
- b) what happened to this holdback money?;
- c) were the funds ever held back into a separate account?; and,
- d) does the company agree that the intent of the Collective Agreement and/or Article 17.08 is to set up a trust?

Regards,



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IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT, R.S.C. 1985,
c. C-36, AS AMENDED

Court File No.: CV-23-00703292-00CL

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AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF QUALITY
RUGS OF CANADA LIMITED AND THE OTHER COMPANIES LISTED IN SCHEDULE "A"

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at TORONTO

AFFIDAVIT OF GRAHAM WILLIAMSON
(SWORN SEPTEMBER 19, 2023)

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Lawyers for the LIUNA Local 183

WAYGAR CAPITAL INC., AS AGENT
FOR NINEPOINT CANADIAN SENIOR
DEBT MASTER FUND L.P.
Applicant

and

QUALITY RUGS OF CANADA LIMITED
et al.
Respondents

Court File No.: CV-23-00703292-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at TORONTO

**RESPONDING MOTION RECORD
OF LIUNA LOCAL 183
(RE: HOLDBACK)
VOLUME 2 OF 2**

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