

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

**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")**

**SUPPLEMENTAL MOTION RECORD**

**(CCAA Applicants Motion for Sale Approval and Distribution returnable Oct 5, 2023)**

October 4<sup>th</sup>, 2023

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**Schedule “A” – Other Applicants**

**A.1 Other Applicants - 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 and Other Entities to be Protected by the CCAA Stay**

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

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# TAB 1



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

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**  
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 APPLICANTS LISTED IN SCHEDULE "A" (the  
"Applicants")

**SUPPLEMENTARY AFFIDAVIT OF JOHN A. PACIONE**  
**(Affirmed October 4<sup>th</sup>, 2023)**

I, John Pacione, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Co-Chief Executive Officer of the Quality Sterling Group of Companies (which group for purposes of these proceedings consists of the 10 Applicants, and is variously referred to in these proceedings as "QSG", the "QSG Group", the "Group" or the "Companies"). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true. Defined terms herein have the same meaning as in my previous affidavits except where specified herein.
2. This affidavit is sworn in support of the Companies' motion for the following orders:
  - (a) Dismissing the motions of LiUNA Local 183's ("LiUNA") and the Carpenters Union Local 27 concerning holdbacks, including
    - (i) dismissing the request in each motion that the stay against QSG's directors be lifted be dismissed or, in the alternative, that any claims against QSG's directors should be limited to any reserves created; and,
    - (ii) dismissing the Union's request that a reserve be created be dismissed.

**OFFER TO UNIONS MADE WITH PREJUDICE TO SETTLE HOLDBACKS MOTION**

3. Attached herewith and marked as Exhibit "A" is an offer sent to counsel to both unions to settle both union motions. The text of the offer reads as follows:

"The CCAA Applicants propose that the LiUNA and CU-27 motions over installer holdbacks be settled on the basis of the offer to each union set out below. This communication is made on a with prejudice basis.

**OFFER TO SETTLE LIUNA HOLDBACK MOTION**

**The CCAA Applicants propose that the LIUNA motion over the holdbacks be settled on the following terms:**

- a. The \$2,000 holdback refund claimed by MRAD (Radisa Zlatahnac operating as MRAD) will be paid forthwith by the Applicants.
- b. The hearing in respect of certain holdback issues ("**Holdback Motion**") brought by LiUNA and scheduled for September 28, 2023 shall be adjourned *sine die*. The Holdback Motion shall be determined subsequently in the CCAA proceedings, subject to the exceptions in this paragraph b or in paragraph e herein.

The issue of whether the holdback provision in the Residential Tile Contractors Association and the Union, dated May 1, 2022 to April 30, 2025 (the "**Tile Collective Agreement**") creates an obligation to hold the holdback amounts in trust shall be dealt with in the pending grievance arbitrations relating to the holdback provision and/or by way of fresh or amended grievance (the "**Interpretation Issue**"); and such grievance arbitration shall be allowed to proceed (the "**Grievance Arbitration**"). For greater clarification, the pending grievance is dated April 29, 2022 and was referred to arbitration around May 16, 2022.

If jurisdiction over the Interpretation Issue is declined and/or otherwise not allowed in the Grievance Arbitration and/or by the OLRB, then the Interpretation Issue will be dealt with by way of motion in the CCAA proceedings or any subsequent insolvency proceedings which may be established, provided that if the transaction with the Purchaser closes and the Purchaser delivers the Undertaking (as herein defined), the LiUNA Reserve (as herein defined) shall be returned to the Purchaser as provided for in paragraph e and any CCAA or other claims process will be inapplicable.

After the Interpretation Issue has been finally adjudicated negatively and/or otherwise declined or not allowed to be decided by the Grievance Arbitration and/or by the OLRB, and if the sale transaction with the Purchaser does not close, then the Holdback Motion shall be determined subsequently by way of motion in the CCAA proceedings or any subsequent insolvency proceedings.

The Grievance Arbitration shall not be asserted against the directors and officers of the Applicants nor against the Purchaser or its directors or officers.

c. No grievance relating to the Holdback Motion shall be filed against the directors and officers of the Applicants or against the Purchaser or its directors or officers. Further, any claim made against the Applicant's directors and officers in respect of breach of trust regarding the holdbacks shall only be made if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and recourse shall be limited only to the LiUNA Reserve, and the Applicant's directors and officers shall not be required to participate in any proceeding concerning same. For greater clarity, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and the Union can establish a breach of trust relating to the holdbacks on the part of the Applicant's directors and/or officers, then the Union's recourse is limited to only the LIUNA Reserve. Further, for greater clarity, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, nothing in this agreement is meant to preclude claims against the Applicant's directors and officers with respect to other forms of director and officer liability relating to the holdback, including but not limited to, claims under section 131 of the OBCA, and the Union's recourse shall be limited only to the LiUNA Reserve.

d. The sum of \$95,083.41 (i.e. "**LiUNA Holdback Amount**") shall be paid forthwith by the Applicants to the Monitor, and held segregated and separate from other funds held by the Monitor (the "**LiUNA Reserve**") in accordance with the terms of this agreement.

e. The LiUNA Reserve shall not form part of the assets of the Applicants' estate while being held as a reserve, and the reserve shall be maintained pending either (i) a determination of whether any portion of the funds should be paid to any installers, (ii) the mutual agreement of the parties, or (iii) a court order. However, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and the Interpretation Issue is finally determined that an obligation to hold the holdback amounts in trust exists, the LiUNA Reserve shall be forthwith released back to the Applicants' estate to be dealt with in accordance with any distribution order concerning the Applicants' assets. Provided further that if the transaction with the Purchaser closes, and the Purchaser undertakes to comply with the Settlement Agreement ("**Settlement Agreement**") dated July 31, 2023 and continue to deal with any LiUNA Holdback Amount outstanding at April 30, 2024 in accordance with the Tile Collective Agreement even if the term of the Settlement Agreement has expired (the "**Undertaking**"), the LiUNA Reserve will be released to the Purchaser and all matters relating to any LiUNA Holdback Amount in the CCAA proceedings or any subsequent insolvency proceedings shall be terminated and withdrawn.

f. The creation of the LiUNA Reserve is not meant to create any trust rights, nor is it meant to affirm that a trust is created.

g. The terms of this settlement and the creation of the LiUNA Reserve shall be endorsed by the CCAA Court.

**OFFER TO SETTLE CU-27 HOLDBACK MOTION**


**The CCAA Applicants propose that the Carpenters Union Local 27 motion over the holdbacks be settled on the same basis as the offer re the LiUNA Holdbacks Motion above, *mutatis mutandis*. Eg**


- paragraph a is inapplicable,
- Paragraph b – As there is no pending CU-27 grievance, CU-27 would be entitled to initiate a fresh grievance to seek to determine the Interpretation Issue regarding its collective agreement and pursue its own grievance arbitration re same.
- The reserve amount would be the CU-27 Holdback amount (\$95,028.00), and the definitions “LiUNA Holdback Amount” and “LiUNA Reserve” would become “CU-27 Holdback Amount” and “CU-27 Reserve”.
- In e, as there is no Settlement Agreement with CU-27, the “Undertaking” would be that the purchaser would undertake to continue to deal with any CU-27 Holdback Amount after closing in accordance with the CU-27 Collective Agreement.”

**RELIEF SOUGHT**

4. Accordingly QSG is requesting that this Honourable Court dismiss LiUNA’s September Motion, for the creation of holdback reserves and for leave to initiate or continue or amend grievances against QSG or its directors and officers, be dismissed.
5. In the alternative, QSG requests an order in the form of the offer made as set out above.

**AFFIRMED** by John Pacione at the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on October 4, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely

DocuSigned by:  
  
 10/4/2023  
 302296CEB41D419...  
 Commissioner for Taking Affidavits  
 (or as may be)  
 Mryam Sarkis

DocuSigned by:  
  
 10/4/2023  
 D59AF63ECDD04EA...  
**JOHN PACIONE**



This is Exhibit "A" referred to in the Affidavit of John Pacione  
sworn at the City of Toronto, in the Province of Ontario, before me  
on October 4th, 2023, in Accordance with O. Reg. 431/20 Administering  
Oath or Declaration Remotely

DocuSigned by:  
*Mryam Sarkis* 10/4/2023  
392295CEB41D419...

*Commissioner for Taking Affidavits (or as may be)*

Mryam Sarkis

**Archived:** Wednesday, October 4, 2023 10:55:46 AM

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**Sent:** Tuesday, October 3, 2023 6:09:57 PM

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**Subject:** Union Holdback Motions - Offer to Settle by QSG - WITH PREJUDICE

**Sensitivity:** Normal

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Counsel:

The CCAA Applicants propose that the LIUNA and CU-27 motions over installer holdbacks be settled on the basis of the offer to each union set out below. This communication is made on a with prejudice basis.

**OFFER TO SETTLE LIUNA HOLDBACK MOTION**

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a. The \$2,000 holdback refund claimed by MRAD (Radisa Zlatahnic operating as MRAD) will be paid forthwith by the Applicants.

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The issue of whether the holdback provision in the Residential Tile Contractors Association and the Union, dated May 1, 2022 to April 30, 2025 (the "**Tile Collective Agreement**") creates an obligation to hold the holdback amounts in trust shall be dealt with in the pending grievance arbitrations relating to the holdback provision and/or by way of fresh or amended grievance (the "**Interpretation Issue**"); and such grievance arbitration shall be allowed to proceed (the "**Grievance Arbitration**"). For greater clarification, the pending grievance is dated April 29, 2022 and was referred to arbitration around May 16, 2022.

If jurisdiction over the Interpretation Issue is declined and/or otherwise not allowed in the Grievance Arbitration and/or by the OLRB, then the Interpretation Issue will be dealt with by way of motion in the CCAA proceedings or any subsequent insolvency proceedings which may be established, provided that if the transaction with the Purchaser closes and the Purchaser delivers the Undertaking (as herein defined), the LIUNA Reserve (as herein defined) shall be returned to the Purchaser as provided for in paragraph e and any CCAA or other claims process will be inapplicable. After the Interpretation Issue has been finally adjudicated negatively and/or otherwise declined or not allowed to be decided by the Grievance Arbitration and/or by the OLRB, and if the sale transaction with the Purchaser does not close, then the Holdback Motion shall be determined subsequently by way of motion in the CCAA proceedings or any subsequent insolvency proceedings.

The Grievance Arbitration shall not be asserted against the directors and officers of the Applicants nor against the Purchaser or its directors or officers.

c. No grievance relating to the Holdback Motion shall be filed against the directors and officers of the Applicants or against the Purchaser or its directors or officers. Further, any claim made against the Applicant's directors and officers in respect of breach of trust regarding the holdbacks shall only be made if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and recourse shall be limited only to the LIUNA Reserve, and the Applicant's directors and officers shall not be required to participate in any proceeding concerning same. For greater clarity, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and the Union can establish a breach of trust relating to the holdbacks on the part of the Applicant's directors and/or officers, then the Union's recourse is limited to only the LIUNA Reserve. Further, for greater clarity, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, nothing in this agreement is meant to preclude claims against the Applicant's directors and officers with

respect to other forms of director and officer liability relating to the holdback, including but not limited to, claims under section 131 of the OBCA, and the Union's recourse shall be limited only to the LiUNA Reserve.

d. The sum of \$95,083.41 (i.e. "**LiUNA Holdback Amount**") shall be paid forthwith by the Applicants to the Monitor, and held segregated and separate from other funds held by the Monitor (the "**LiUNA Reserve**") in accordance with the terms of this agreement.

e. The LiUNA Reserve shall not form part of the assets of the Applicants' estate while being held as a reserve, and the reserve shall be maintained pending either (i) a determination of whether any portion of the funds should be paid to any installers, (ii) the mutual agreement of the parties, or (iii) a court order. However, if the sale transaction does not close or if the Purchaser closes the transaction but does not deliver the Undertaking, and the Interpretation Issue is finally determined that an obligation to hold the holdback amounts in trust exists, the LiUNA Reserve shall be forthwith released back to the Applicants' estate to be dealt with in accordance with any distribution order concerning the Applicants' assets. Provided further that if the transaction with the Purchaser closes, and the Purchaser undertakes to comply with the Settlement Agreement ("**Settlement Agreement**") dated July 31, 2023 and continue to deal with any LiUNA Holdback Amount outstanding at April 30, 2024 in accordance with the Tile Collective Agreement even if the term of the Settlement Agreement has expired (the "**Undertaking**"), the LiUNA Reserve will be released to the Purchaser and all matters relating to any LiUNA Holdback Amount in the CCAA proceedings or any subsequent insolvency proceedings shall be terminated and withdrawn.

f. The creation of the LiUNA Reserve is not meant to create any trust rights, nor is it meant to affirm that a trust is created.

g. The terms of this settlement and the creation of the LiUNA Reserve shall be endorsed by the CCAA Court.

#### **OFFER TO SETTLE CU-27 HOLDBACK MOTION**

The CCAA Applicants propose that the Carpenters Union Local 27 motion over the holdbacks be settled on the same basis as the offer re the LiUNA Holdbacks Motion above, *mutatis mutandis*. Eg

- paragraph a is inapplicable,
- Paragraph b – As there is no pending CU-27 grievance, CU-27 would be entitled to initiate a fresh grievance to seek to determine the Interpretation Issue regarding its collective agreement and pursue its own grievance arbitration re same.
- The reserve amount would be the CU-27 Holdback amount (\$95,028.00), and the definitions "LiUNA Holdback Amount" and "LiUNA Reserve" would become "CU-27 Holdback Amount" and "CU-27 Reserve".
- In e, as there is no Settlement Agreement with CU-27, the "Undertaking" would be that the purchaser would undertake to continue to deal with any CU-27 Holdback Amount after closing in accordance with the CU-27 Collective Agreement.

With regards

**Chris Besant** • Partner

Gardiner Roberts LLP

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**TAB 2**



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

**ONTARIO**  
**SUPERIOR COURT OF JUSTICE**  
**(COMMERCIAL LIST)**  
**IN BANKRUPTCY AND INSOLVENCY**  
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 APPLICANTS LISTED IN SCHEDULE "A" (the  
"Applicants")

**SUPPLEMENTARY AFFIDAVIT OF JOHN A. PACIONE**  
**(Affirmed September 27, 2023)**

I, John Pacione, of the City of Vaughan, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am a Co-Chief Executive Officer of the Quality Sterling Group of Companies (which group for purposes of these proceedings consists of the 10 Applicants, and is variously referred to in these proceedings as "QSG", the "QSG Group", the "Group" or the "Companies"). As such, I have knowledge of the matters to which I depose in this affidavit, save and except for such facts or matters which are stated to be based on information and belief, and where so stated, I believe same to be true. Defined terms herein have the same meaning as in my previous affidavits except where specified herein.
2. This affidavit is sworn in support of the Companies' motion for the following orders:
  - (a) Dismissing LiUNA Local 183's (a union, hereinafter "LiUNA") September 20<sup>th</sup> motion with costs;

- (b) That LiUNA's request in its motion that the stay against QSG's directors be lifted be dismissed or, in the alternative, that any claims against QSG's directors should be limited to any reserves created; and,
- (c) That the Union's request that a reserve be created be dismissed.

This affidavit is also sworn in opposition to the motion brought by LiUNA concerning holdbacks.

**LIUNA's COLLECTIVE AGREEMENT WITH THE GREATER TORONTO RAILING ASSOCIATION**

- 3. Paragraphs 79 and 80 and Exhibit AA of the September 19, 2023 affidavit of Graham Williamson filed on behalf of LiUNA in this motion (the GW 0919 Affidavit") refers to a collective agreement between LiUNA and the Greater Toronto Railing Association (the "LiUNA GTRA CA") attached hereto as **Exhibit A**. That collective agreement has no application to QSG or its installers.
- 4. Article 16 of that agreement, an extract from which is replicated below, governs pieceworker holdbacks under that collective agreement. As is apparent and as explained further below, this clause is worded differently in key respects than the LiUNA Low Rise Tile Agreement holdback provisions as is apparent from this extract from the GTRA holdback clause:
  - (a) 16.04 The Company may impose a back charge for a deficiency which is the responsibility of the Subcontractor/Pieceworker up to 18 months form the date of the installation. 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 Subcontractor/Pieceworker.
  - (b) 16.05 The Company is entitled to create a holdback fund, not to exceed \$2000, for each Subcontractor/Pieceworker. The holdback account may be established by

the Company as soon as the Subcontractor/Pieceworker commences work for the Company. The Company shall *be* entitled to deduct money from the Subcontractor/Pieceworker to fund the holdback account and shall clearly indicate such deductions on the invoice. However, in no circumstance shall the Company deduct more than 5% of any invoice for holdback and/or back charges. All holdback monies shall be held in a separate bank account held by the Company. Only \$2000 per Subcontractor/Pieceworker shall be held. Where multiple claims are made in respect of a Subcontractor/Pieceworker, the claims will be prioritized by the date of initial installation.

- (c) 16.06 If a Subcontractor/Pieceworker 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 this Article, and in which case the Deficiency Notice shall be hand delivered to Subcontractor/Pieceworker or sent to him by Registered Mail at the last address provided by the Company.
- (d) 16.07 The Company acknowledges that the holdback accounts belong to the Subcontractor/Pieceworker and that any such monies are held in trust.

...

- (e) 16.11 All holdback monies will be returned to the Subcontractor/Pieceworker eighteen months after they last performed work for the Company. With respect to any deficiency notices under Article 16 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 Subcontractor/Pieceworker. Any installer who begins working for a new Company shall remain liable to pay monies owed to the previous Company.

[underlining added]

- 5. Exhibit AA of the GW 0919 Affidavit is stated to be a decision of an arbitrator about the holdback clause in that agreement. Arbitrator James Hay's May 9<sup>th</sup> 2023 decision in Exhibit AA states that these clauses create a trust, but does not provide reasons, evaluate evidence, or analyze issues.
- 6. To put this decision in contest, the holdback clause states that:
  - (a) the holdback is a fund (16.05)

- (b) the holdback account is funded with money (16.05)
- (c) the holdback monies are to be held in a separate bank account; (16.05)
- (d) the account so funded belongs to the Pieceworker (16.07)
- (e) Such moneys are in trust. (16.07 and 16.11)

The Holdback Wording of the LiUNA Low Rise Tile and CU-27 Collective Agreement

- 7. Section 17.08 of the LiUNA Low Rise Tile Agreement contains the holdback provisions in issue in this motion. Section 17.08 is extracted in my affidavit of September 21, 2022 filed in response to the LiUNA and CU-27 motions. The full collective agreement can be found at Exhibit E of the GW 0919 Affidavit at pages 71-149 of the LiUNA September 19, 2023 Motion Record (“LiUNA 0919 MR”).
- 8. As can be seen from reading that clause, the LiUNA Low Rise Tile Agreement contains very different language than the LiUNA GRTA CA:
  - (a) It does not say a fund is created;
  - (b) It does not say a holdback account is funded with money;
  - (c) It does not say the money is to be held in a separate bank account;
  - (d) It does not say the account so funded belongs to the Pieceworker; and
  - (e) It does not say such moneys are in trust.

The Holdback Wording of the LiUNA Hardwood & Carpet Agreement.

- 9. As noted in my affidavit of September 21, 2023 (the “0921 Pacione Affidavit”), until it was replaced as bargaining agent by a vote of the hardwood and carpet installers, LiUNA used to represent the hardwood and carpet flooring installers (LiUNA Hardwood and Carpet Agreement”). The holdback provisions of that agreement are extracted in the 0921 QSG Affidavit. The full agreement can be found at Exhibit E of the GW 0919 Affidavit at Exhibit E (pp 154-204 of the LiUNA 0919 MR).

10. As can be seen from reviewing the holdback wording in that agreement, there is a reference in that agreement to holdbacks being in trust.
11. However that collective agreement has ceased to apply to any hardwood and carpet installers used by QSG. The hardwood and carpet installers are now represented by a new bargaining agent, CU-27, and the relationship with those installers is governed by a different collective agreement, the CU-27 Hardwood and Carpet Agreement, which can be found in the CU-27 Motion Record of September 11, 2023 ("CU-27 MR) at Exhibit A to the Affidavit of Tomas Bereta.
12. LiUNA indicates in its materials that there is one hardwood and carpet installer who has not worked for QSG since the transition to the CU-27 Agreement. LiUNA attached an invoice from that installer (MRAD) for return of its holdback. As the retention period for that holdback has not expired, MRAD is not entitled to be paid yet. However as it is administratively efficient to bring to an end any further role of LiUNA with respect to hardwood and carpet installers, QSG will pay that \$2000 amount to MRAD forthwith.

The Holdback Wording CU-27 Collective Agreement

13. As can be seen from reading that clause, the CU-27 Agreement also contains very different language than the LiUNA GRTA CA:
  - (a) It does not say a fund is created;
  - (b) It does not say a holdback account is funded with money;
  - (c) It does not say the money is to be held in a separate bank account;
  - (d) It does not say the account so funded belongs to the Piecworker; and
  - (e) It does not say such moneys are in trust.

**Administration of the Current Holdback System**

14. As discussed above, LiUNA signed 3 collective agreements with different holdback wording. If a trust was intended in the LiUNA Low Rise Tile Agreement, the agreement would say so, and logically it would use language similar to the LiUNA GTRA CA. When it wanted to, LiUNA clearly knew how to express a requirement to create a fund and hold it separately in trust. The LiUNA Low Rise Tile agreement does not do so.
15. Similarly the CU-27 Agreement does not do so.
16. Rather neither agreement contains wording which creates an obligation to create a fund held in trust..
17. QSG has treated the holdbacks under those agreements as debts to installers, not trust funds and does not deposit the holdbacks of installers covered by those agreements into separate bank accounts nor hold them in trust. Hence when a refund is paid, QSG is paying a debt which has come due to an installer.
18. When QSG applied for CCAA protection on August 4, 2023, it had no cash as its remaining cash in its receipts account, which had been swept by Waygar on August 3, 2023 and presumably applied to its loan. QSG had no other cash as current amounts in its disbursement account were disbursed on account of operations. Hence as of August 4, 2023 there was no moneys in the possession of QSG to which any trust claimed by the unions could attach to. No trust fund was created pre filing and QSG had no funds at all by August 4, 2023 to which any trust obligation could attach to even had one existed.
19. QSG administers the holdback process as described in my September 21, 2023 affidavit. Holdback is deducted from amount paid on the first invoice by an installer and refunded

on demand after the waiting period expires after the installer ceases to work for QSG. If an installer needs payment of their holdback early, it is refunded in cases of demonstrated need or hardship.

20. QSG considers the holdbacks deducted when the LiUNA Hardwood and Carpet Agreement was in forced to be governed by the terms of the CU-27 Agreement which replaced it. QSG treats the hardwood and carpet holdbacks as if they were refunded after the change of bargaining agents and immediately re-deducted under the CU-27 Agreement. Accordingly QSG does not agree that there are any holdbacks governed by the LiUNA Hardwood and Carpet Agreement once MRAD is paid out the \$2000 MRAD has requested.
21. Until May 2022, LiUNA had two collective agreements with QSG and had a stake in the future of the company. Because LiUNA does not represented the Hardwood and Carpet workers anymore, and abandoned representation of the Low Rise Tile installers, LiUNA has no meaningful stake in the future of QSG's business nor in the successful completion of the purchase transaction with Ironbridge.

### **Grievances over Holdbacks**

22. LiUNA has requested leave to continue and amend grievances against QSG over the interest accruing on holdback funds. There is no obligation to pay interest in any of the holdback clauses, and no fund was maintained on which interest accrued.
23. Given that the amount of the holdbacks in issue is less than \$200,000 in total the amount of interest in these grievances would be very small, and hence for this reason as well the balance of convenience does not favour their continuance.

- 24. Moreover QSG is selling all of its assets and business and will have virtually no assets or personnel left to respond to a grievance proceeding. if the transaction does not close within 60 days of August, 25 2023, Waygar has a pending receivership application. Hence it does not make sense to permit a grievance procedure to go forward at this time.
- 25. LiUNA also asks leave to commence grievances against the directors and officers. The directors and officers of QSG are not parties to the relevant collective agreements and as such no grievance can nor should be initiated against them.

**Relief Sought**

- 26. Accordingly QSG is requesting that this Honourable Court dismiss LiUNA’s September Motion, for the creation of holdback reserves and for leave to initiate or continue or amend grievances against QSG or its directors and officers, be dismissed.

**AFFIRMED** by John Pacione at the City of Toronto, in the Province of Ontario, before me at the City of Toronto, in the Province of Ontario, on September 27, 2023 in accordance with O. Reg. 431/20, Administering Oath or Declaration Remotely



DocuSigned by:  
*Chris Besant* 9/27/2023  
713F339766074A6...  
 Commissioner for Taking Affidavits  
 (or as may be)  
 Chris Besant

DocuSigned by:  
*John Pacione* 9/27/2023  
D59AF63ECDD04EA...  
**JOHN PACIONE**





This is Exhibit "A" referred to in the Affidavit of John Pacione  
sworn at the City of Toronto, in the Province of Ontario, before me  
on September 27th, 2023, in Accordance with O. Reg. 431/20 Administering  
Oath or Declaration Remotely

DocuSigned by:  
 9/27/2023  
713E333766074A6

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*Commissioner for Taking Affidavits (or as may be)*  
Chris Besant

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

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

**-AND-**

**GREATER TORONTO RAILING ASSOCIATION**

**MAY 1, 2022 – APRIL 30, 2025**

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**COLLECTIVE AGREEMENT**

**RESIDENTIAL RAILING INSTALLATION**

**THIS AGREEMENT effective May 1, 2022 to April 30, 2025.**

**BETWEEN:**

**GREATER TORONTO RAILING ASSOCIATION**

**on behalf of the companies set out in Appendix A**

**(hereinafter called the “Association”, “Employer” or “Company”)**

**-and-**

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

**(hereinafter called the “Union”)**

**WHEREAS** the Union and the Association on behalf of the Companies set out in Appendix A (“the Company” or “the Employer”) wish to make a collective agreement with respect to Subcontractor/Pieceworkers engaged by the Company and Employees employed by the Company engaged in work 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;

**WHEREAS** the Companies have formed the Greater Toronto Railings Association (“the Association”) to bargain on their behalf;

**AND WHEREAS** the Association has been accredited by the Ontario Labour Relations Board as the bargaining agent for all Companies bound by 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 their Employees; and Subcontractors and/or Pieceworkers engaged by the Company. The general purpose is to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions.

**1.02** The parties agree that where any reference to the masculine gender appears in the 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.

**1.03** The terms used in this Agreement shall have the following meanings:

**An Employee** shall mean a direct employee (including an apprentice) of the Employer who is subject to income tax source deductions and may be supplied with a company truck, tools and materials at no charge. An Employee may be paid on an hourly basis in accordance with Schedule A1, or on a piecework production basis in accordance with the rates set out in Schedule A2, A3, A4 or A5.

**A Subcontractor/Pieceworker** shall mean a contractor, whether dependent or independent, who agrees to perform work for the Employer on a piecework basis at the rates set out in Schedule B. A Subcontractor/Pieceworker shall provide their own truck and tools, and shall have obtained WSIB coverage for themselves and any helpers, apprentices. It is understood that it shall be a condition of assigning any work to a Subcontractor/Pieceworker under this Agreement that the Subcontractor/Pieceworker shall be signatory to a Piecework Participation Agreement with the Union.

**1.04** Should a vehicle break down for an existing Employee using an existing company vehicle and significant repairs are required, the Company shall not be required to replace the vehicle.

## **ARTICLE 2 – RECOGNITION**

**2.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all Employees of the Company, engaged in low rise and high rise interior and exterior railing installation (excluding high rise miscellaneous metals, high rise exterior aluminum, and low rise welded steel frames) in OLRB Geographic Areas No. 7, 8, 9, 10, 11, 12, 18, 27 and 29 in the Province of Ontario, save and except non-working foremen and persons above the rank of non-working foreman, office and clerical staff, and employees in industrial bargaining units (except where the Union has such bargaining rights with that Company). It is understood that measurers/benders are members of management and will not perform any installation work.

**2.02** If Employees who are normally employed under this Collective Agreement, or Subcontractors/Pieceworkers who are engaged under this Collective Agreement, are assigned to perform work outside of the geographic areas set out in Article 2.01 they shall continue to receive the wage rates/piecework rates of this Collective Agreement that are applicable in the Board Area in which they normally work.

**2.03** The Company shall not make any private arrangement with any Employee, Apprentice or Subcontractor/Pieceworker that conflicts with the terms and provisions of this Collective Agreement.

**2.04** The Union recognizes the Association as the bargaining agent of the Companies listed on Appendix A, as well as any new members of the Association who join subsequent to the signing of this Collective Agreement.

**2.05** This Article shall only apply to Companies who are bound to an industrial or shop collective agreement with the Union:

- i.** the Employer may, on an occasional basis, assign construction work under this Collective Agreement, to employees who are members of the Union working in the industrial bargaining unit provided that no one in the construction bargaining unit who has the ability to perform the work suffers a reduction in paid work.
- ii.** Shop employees shall not be assigned to perform installation work.
- iii.** It is understood that the shop employee shall be paid in accordance with the applicable industrial collective agreement.
- iv.** When assigning work falling within the scope of this Collective Agreement to a shop employee, the Employer shall provide notice to the Union. Such notice to be provided to the Union prior to such work being performed.

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

**3.01** Subject to other provisions in this Agreement, all individuals working pursuant to this Agreement are required to be a member of the Union and shall remain in good standing. Subject to other provisions in this Agreement, it is further agreed that all Employees, and Subcontractors/Pieceworkers and their respective Helpers/Apprentices covered by this Agreement shall obtain a clearance slip issued by the Union certifying that the Employee, Subcontractor/Pieceworker, or Helper/Apprentice is a member in good standing of the Union or signatory to the Union, as applicable, prior to commencing any work, and prior to the Company assigning, contracting or subcontracting to them any work which falls within the scope of this Collective Agreement. The Employer shall, on written request from the Union, remove from the jobsite (upon completion of the job in progress) any Employee and/or Subcontractor/Pieceworker who is not in possession of a valid clearance slip and shall not assign any further work to them without the consent of the Union.



**3.02** It is agreed that the Company may continue its practice of engaging Employees on a piecework/production basis and Subcontractor/Pieceworkers on a piecework/subcontract basis. However, any Subcontractor/Pieceworker must be signatory to a Pieceworker Participation Agreement with the Union as a condition of engagement.

**3.03** Except as provided for in Article 3.04, no person who is a member of management shall do any work which would normally be performed by Employees, and/or Subcontractors/Pieceworkers and their respective Helpers/Apprentices covered herein, unless they are a Union member and in possession of a clearance slip as provided for in this Article.

**3.04** In the event of an unforeseen emergency situation (eg. Subcontractor/Pieceworker calls in sick and work must be performed to avoid a penalty/ back charge) where the Company cannot utilize existing members of the bargaining unit to perform the work, it may utilize management personnel to perform such work. Prior to Management performing any such work, the Company shall contact the Union and advise of the Emergency and the work to be performed.

**3.05** The Company is not required to contact the Union with respect to any manpower requirements. If the Company requires new/ additional manpower, it may obtain it from whatever source it would seem fit to do so. However, the Company agrees to notify the Union prior to doing so. If the Company hires a new employee they must advise the Union of the name of the Employee, their Social Insurance Number, their full contact information, classification and their start date. The Company agrees that any person hired or engaged must apply to join the Union by no later than fifteen (15) working days following hiring, or be terminated due to unsuitability. Should an Employee or Subcontractor/Pieceworker continue to be employed/engaged after fifteen (15) working days following hiring, the Company agrees to retroactively make the appropriate remittances to the Union for the time period on behalf of the Employee or Subcontractor/Pieceworker.

**3.06** As set out below, each Employee/Apprentice, Subcontractor/Pieceworker and their respective Helpers/Apprentices 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 (Schedule A1) the Company agrees to deduct regular monthly dues from the first pay issued to hourly Employees in each calendar month, as well as working dues from each pay cheque, 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 Employees paid on a piecework production basis (Schedules A2, A3, A4 and A5), and Subcontractors/Pieceworkers (Schedule B), the Company agrees to deduct regular working dues from each pay or cheque (calculated on the install portion and prior to any truck or tool allowance) which shall be held and remitted to the Union on account of working dues. Such Union working dues shall be remitted to the Union monthly, together with the pension and health and welfare contributions in the manner set out in Article 18 and/or Schedule B, Article 3. Where there are two or more persons working on a piecework crew, the Union working dues submitted will be allocated on a prorated hourly basis amongst all members of the crew based on the information included on the invoice(s) submitted by the Subcontractor/Pieceworker. If the hours are not provided on the Union invoice(s) submitted by the Subcontractor/Pieceworker then the Union working dues will be allocated equally amongst all members of the crew.

- (c) All Employees paid on a pieceworker production basis, and Subcontractors/Pieceworkers and their respective Helpers/Apprentices are directly responsible for paying monthly union dues.**
- (d) Effective May 1, 2018 regular working dues for Employees; Employees paid on a production piecework basis and Subcontractors/Pieceworkers shall be 1% of each pay (calculated on the install portion and prior to any truck or tool allowance). The Union shall provide the Company with at least thirty days' notice of any changes in the amounts of working dues or monthly dues which are required to be deducted and remitted under this Agreement.**

**3.07** In the event that a member of the bargaining unit is promoted outside of the bargaining unit, as long as he remains a member in good standing of the Union and as long as the Company continues to remit Union dues and pays all other contributions, he shall have the right to return into the bargaining unit for 120 calendar days.

**3.08** All Subcontractors/Pieceworkers and their respective Helpers/Apprentices are required to obtain valid "Fall Arrest/Travel Restraint" Training, WHMIS certification and any other applicable government required training and shall pay all premiums or other costs associated with the provision of such certification, prior to commencing employment with the Employer. A copy of such training records shall be provided to the Company when requested.

Any Employee who attends any training at the direction of the Company or as otherwise required by law shall be deemed to be on duty. The Employer will fully fund the cost of any training, including any necessary insurance, equipment and delivery costs, and administrative costs, that the Employee is required to attend. It is understood that an Employee attending at such training shall be paid the applicable hourly rate while attending at such training.

**3.09** Subcontractors/Pieceworkers are required to provide the Company with a copy of its Master Business License upon request.

## **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 assign work, to determine the number of Employees and/or Subcontractors/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 Employees and to maintain order, discipline and efficiency;
- (b) Hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline Employees, provided that a claim by an employee 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 and/or Subcontractors/Pieceworkers and their respective helpers/apprentices;
- (d) Determine whether an individual is to be engaged as an Employee or Subcontractor/Pieceworker; and
- (e) 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*.

## **ARTICLE 5 – HOURS OF WORK (EMPLOYEES)**

**5.01** The wages for hourly paid Employees shall be those as set out in Schedule A1, and for Employees paid on a production piecework basis as set out in Schedule A2, A3, A4 and A5. Said Schedules form part of this Agreement.

**5.02** Wages for Employees paid under Schedule “A” shall be paid by cheque or by direct deposit on a weekly or bi-weekly basis, by no later than Friday at 5 p.m.

**5.03** Together with these wages, each Employee under Schedule A1 shall receive a statement which shall indicate:

- (a)** Name of 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;
- (i)** The address of the Employer on the cheque stub.

**5.04** Together with their wages, each Employee paid under Schedule A2, A3, A4 or A5 shall receive a statement which shall indicate:

- (a)** Name of Employer and the Employee;
- (b)** The pay period;
- (c)** The total amount paid on a production piecework basis;
- (d)** The amount of any truck and tool allowance;
- (e)** The amount of vacation and/or Statutory Holiday pay;

- (f)** Details of all statutory deductions;
- (g)** The amount of traveling and board allowance;
- (h)** The address of the Employer on the cheque stub

Along with the pay statement, the Employee shall be provided with a summary of the work performed during the pay period, or copies of the job completion forms relating to the pay period.

**5.05** 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 Employee cannot be paid and be given his documents at that time, he shall receive his pay and documents within five (5) working days.

**5.06** The normal working hours for Employees shall be up to forty-four (44) hours per week, Monday to Saturday. Employees will be paid overtime at time and one half (1 ½ ) their regular hourly rate for all hours in excess of forty-four (44) hours in a week. It is understood that Sunday work is voluntary and no Employee will be discriminated against or disciplined for refusing to work on Sunday.

**5.07** When an Employee is discharged or quits, he shall be paid his wages and be given his documents on the next regular pay day or in compliance with the law.

## **ARTICLE 6 – SUBCONTRACTOR/PIECEWORKER RATES**

**6.01** Subcontractor/Pieceworkers shall be paid no less than the rates set out in Schedule “B”, which forms part of this Agreement.

**6.02** A Subcontractor/Pieceworker shall be entitled to engage such Helpers/Apprentices as may require to assist them in their work. Each Helper/Apprentice employed under this Collective Agreement shall work under the direct supervision of a Subcontractor/Pieceworker but in no circumstance will any Subcontractor/Pieceworker supervise more than four (4) Helpers/Apprentices at any given time.

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

**6.04** In the event that during the term of this Agreement industry developments or practices result in the requirement for a new classification of any Employee, or the creation of a new piecework rate, whether or not as a result of technological change, the Union and the Association shall meet within fifteen (15) days' notice of either upon the other, and commence negotiations. The sole purpose of such negotiations shall be to establish such classifications and/or the wage and/or piecework rates applicable thereto. In the event that the parties are unable to reach an agreement, then either party may refer the matter to final and binding arbitration.

## **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 direct Employee or Subcontractor/Pieceworker 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 wages, vacation/holiday pay, Subcontractor/Pieceworker payments, or 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 forty-five (45) days after the circumstances became known or ought reasonably to have 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 twenty (20) 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 Employee or Subcontractor/Pieceworker 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) working 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** 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:

Neil Keating  
Matthew Wilson  
Eli Gedalof

Or such other persons as may be agreed to by the Parties.

**7.06** The Parties agree that no arbitrator shall have any power to add 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, Subcontractor/Pieceworker, or to the Union in respect of any dues or contributions owing with respect to work performed by such Employees or Subcontractors/Pieceworkers.

**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 Subcontractor/Pieceworker that has signed the Pieceworker Participation Agreement attached to this Agreement and, where applicable, any reference to the Employer shall be a reference to the Subcontractor/Pieceworker.

**7.09** Copies of all Grievances shall be forwarded to the Association, in addition to the Company.

## **ARTICLE 8 – TRAVELLING EXPENSES AND BOARD ALLOWANCE**

**8.01** All Employees paid on an hourly basis, shall be paid their applicable hourly rate for all hours worked, including travel to and from job sites. This shall also include Servicepersons covered by the Collective Agreement who are employed on an hourly basis under Schedule "A1" of this Collective Agreement.

**8.02** Subcontractors/Pieceworkers, or Employees paid on a production pieceworker basis who drive their own vehicles, shall be paid the following travel allowance: where the job site is more than 100 kilometres from the Company base of operations, the worker shall be paid \$0.75 (cents) per kilometer for each kilometre over 100 kilometres from the base to the job site and then the same rate (\$0.75 cents) per kilometer back to the 100 Kilometre mark to the Company home base. Where a Subcontractor/Pieceworker or Employee lives 35 kilometres or less from the job site they worked on, the return mileage amount back to the 100 kilometre mark to the Company home base does not apply and only the mileage traveled to the site shall be paid. Should the Company move base of Operations it is understood that the calculation will be calculated from the new base.

**8.03** All Employees paid on a production piecework basis, who drive a Company vehicle, shall be paid the following travel allowance: where the job site is more than 100 kilometres from the Company base of operations, the worker shall be paid \$0.50 (cents) per kilometer for each kilometre over 100 kilometres from the base to the job site and then the same rate (\$0.50 cents) per kilometer back to the 100 kilometre mark from the Company home base. Where an Employee lives 35 kilometres or less from the job site they worked on, the return mileage amount back to the 100 kilometre mark to the Company home base does not apply and only the mileage traveled to the site shall be paid. Should the Company move base of Operations it is understood that the calculation will be calculated from the new base.

**8.04** Where the Company assigns a Subcontractor/Pieceworker to perform service work, in addition to daily install, the service work shall be within five (5) km of an install site assigned that day.

**8.05** In addition to any amounts owing pursuant to Article 8.02, when the Company requires that any Employee or Subcontractor/Pieceworker 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 or Subcontractors/Pieceworkers for the payment of suitable lodgings. The Company shall also provide an appropriate per diem meal allowance of \$40.00 for all Employees or Subcontractors/Pieceworkers who are sent out of town. Any Employee or Subcontractor/Pieceworker who are 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 said expenses.

**8.06** The parties agree that the payments made to the Subcontractor/Pieceworker in accordance with Schedule B, as well as any remittances made in respect of such work, is on behalf of all members of the piecework crew. If a Subcontractor/Pieceworker employs a Helper/Apprentice, the Subcontractor/Pieceworker is responsible for their wages, and there is no additional payment required by the Company. It is understood that all Helpers/Apprentices must be listed on the Subcontractor/Pieceworker invoices, and that the remittances made by the Company in respect of a piecework invoice are on behalf of all of the members of the crew.

## **ARTICLE 9 – BUSINESS REPRESENTATIVES**

**9.01** Business Representatives of the Union shall have access to all job sites during working hours. However, prior to entering a job, the Representative shall first obtain permission from the construction site superintendent.

**9.02** In circumstances where the Company does not have authority to allow access to a job site, the Company agrees to cooperate where possible 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.

**9.03** It is agreed that Business Representatives of the Union will not enter the Company's property for the purposes of speaking with any individual performing work covered by this Collective Agreement without permission of the Company. The Company agrees that it will not unreasonably withhold such permission.

## **ARTICLE 10 – STEWARDS**

**10.01** The Company will recognize such Union Stewards as appointed by the Union from among Employees or Subcontractors/Pieceworkers, as appropriate, who have a regular contracting relationship with the Company, subject to the following limits: one (1) Steward and one (1) alternate Steward.

**10.02** The appointment of any Steward shall be made by the 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.

**10.03** 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. Additionally, it is agreed that the Steward shall be one of the last two (2) men employed (if employed on an hourly basis) or that the Steward's piecework crew shall be one of the last two (2) crews retained (if employed on a piecework basis) provided he/they possess the skills, experience and competence to perform the remaining work. It is understood that should the Steward complete the work assigned to him, there may be a temporary break in work of no more than three (3) days May 1 to October 31 and five (5) days November 1 to April 30, 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 providing he/they possess the skills, experience and competence to perform the work.

**10.04** 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.

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

**10.06** The Steward is to be given a reasonable period of time during working hours to perform his duties as Steward, but in no case shall his duties as Steward interfere with the progress of the work. This will not entitle a Steward to any additional compensation on an hourly basis or otherwise.

**ARTICLE 11 – HOLIDAYS AND VACATIONS**

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

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

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

**11.02** 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 between the Union and the Employer.

**11.03** Employees are entitled to take vacation at a mutually convenient time (as between the Employee 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 and conform to previous/existing Company policy regarding vacation.

**11.04** As set out below, all Employees working under this Collective Agreement in Schedule A1, A2, A3, A4 and A5 shall be paid Vacation Pay and Statutory Holiday Pay in the amount of ten percent (10%). 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.

**11.05** Vacation pay/statutory holiday pay shall be itemized on each pay cheque for Employees and deducted/remitted to the Union on the 15<sup>th</sup> of each month following the month in which it was earned, or unless agreed to otherwise by the Association and the Union.

## **ARTICLE 12 – NO STRIKE – NO LOCK OUT**

**12.01** 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 *Labour Relations Act, 1995*.

## **ARTICLE 13 – SAFE WORKING CONDITIONS**

**13.01** Every Employee or Subcontractor/Pieceworker and their respective Helpers/Apprentices is required to own and wear a safety helmet of a type approved by the Canadian Standards Association and in addition shall own and wear suitable protective footwear and other personal protective equipment required in the normal course of his duties.

**13.02** The Company will provide reimbursement at 80% of the value of the receipt for work boots up to a maximum reimbursement of two hundred dollars (\$200.00). The boot allowance is first payable on the first year anniversary of an Employee's hire and each anniversary thereafter.

**13.03** 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 or Subcontractor/Pieceworker and their respective Helpers/Apprentices 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 and it is mandatory that each worker attends these meetings. The Company will have these meetings once a month.

**13.04** The Employee or Subcontractor/Pieceworker shall comply with the Occupational Health and Safety Act and its regulations. The Subcontractor/Pieceworker shall be responsible for his/her own Helpers/Apprentices. The Subcontractor/Pieceworker agrees that it will not be a violation of this Agreement if its Helpers/Apprentices covered by this Agreement refuse to work due to unsafe conditions.

**13.05** Before an Employee or Subcontractor/Pieceworker leaves a job site without completing assigned work they shall first speak to the Site Superintendent and thereafter the Company to see if the conditions can be remedied.

**13.06** The Subcontractor/Pieceworker agrees that it shall hold safety meetings on a regular basis to discuss on-site issues with their respective Helpers/Apprentices. The Subcontractor/Pieceworker agrees to provide the Company with copies of their safety and "tool box" talks with their Employees on a monthly basis.

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

**13.08** An Employee who is injured during work hours and is required to leave for treatment, or is sent home for such injury, shall receive payment of the remainder of the shift in accordance with the *Workplace Safety and Insurance Act*.

**13.09** In the event an Employee or Subcontractor/Pieceworker discovers that backing or blocking has not been installed, the Employee or Subcontractor/Pieceworker shall contact the Company to advise. The matter will be dealt with immediately by the Company. In the interim, the Employee or Subcontractor/Pieceworker will continue to perform other duties. It is imperative that immediately upon arrival to a job, the Employee or Subcontractor/Pieceworker must first look to see if there is backing or blocking missing. Prior to installation,

the Company will check to ensure that there is backing or blocking.

## **ARTICLE 14 – PRODUCTIVITY**

**14.01** All Employees or Subcontractors/Pieceworkers and their respective Helpers/Apprentices shall pick-up all necessary materials from the warehouse of the Company at hours designated by the Company, and shall return all extra material from the site to the warehouse. The Company agrees to develop and issue a standard sign out sheet applicable to all Employees and Subcontractors/Pieceworkers.

**14.02** It is agreed that hourly Employees paid in accordance with Schedule A1, 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*.

**14.03** It is agreed that Employees paid on a production piecework basis in accordance with Schedule "A2 or A3", shall not, as a condition of employment, be required to supply any tools other than such personal protective equipment as may be required under the *Occupational Health and Safety Act*. Should they supply their own vehicle and tools, they shall be paid the truck and tool allowance, as set out in Schedule "A2 or A3".

**14.04** Subcontractors/Pieceworkers shall supply and maintain all necessary tools (drills, chop saw, jig saw, nail gun, compressor and hose, skill saw, 24 inch level, square, hammer, rubber mallet, hand grinder, plumb bob and extension cords) to perform the work referred to herein. The Company will supply sheets of sandpaper, wood screws, glue, wood putty, silicone, painters tape, wedge bolts and also the company will provide access to specialized power tools when needed for specific jobs providing they are signed in and out and are returned in good working condition. The Company will provide a quantity of drill and driver bits and taps to each Subcontractor/Pieceworker. The care and sharpening of these drill bits is the responsibility of each Subcontractor/Pieceworker. The Company agrees to provide the equipment required to sharpen the drill bits at the Company's shop. When the drill bits have been sharpened to the extent that they cannot be



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used again then the subcontractor is to return the worn drill bits and broken driver bits and taps to the Company. This can be done no earlier than every 4-5 weeks, assuming a normal workload. Any Pieceworker/Subcontractor that requires drill bits or driver bits more often than this will be required to provide them at their own cost. Any requests for additional drill and driver bits and taps will not be unreasonably denied.

**14.05** All Employees and/or Subcontractors/Pieceworkers and their respective Helpers/Apprentices 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. 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. The company is not responsible for parking infractions, parking violations and/or fines associated with parking violations or driving infractions. Any parking receipts shall be attached to the current invoice and reference the job site/suite number, as applicable. Any receipts provided outside this time limit will not be accepted.

**14.06** All Employees and Subcontractors/Pieceworkers must check their materials against the job list prior to leaving the warehouse, provided the materials can be counted. If the materials cannot be counted when leaving the warehouse, the Employee or Subcontractor/Pieceworker shall inform the Company at the time to verify that the materials cannot be counted or allow the Company to make the materials countable. It is the responsibility of the Employee, Subcontractor/Pieceworker and its Helpers/Apprentices to ensure that they have the correct materials in order to complete each job. Job completion forms and customer authorized checklists are required to be handed in to the office or submitted by e-mail within twenty-four (24) hours following installation completion. Each job must conform to the Ontario Building Code in order to receive completion and payment.

**14.07** Job Completion slips will not be signed for any incomplete jobs, except where the work cannot be completed due to circumstances beyond the control of the Subcontractor/Pieceworker. In those circumstances, the Subcontractor/Pieceworker shall complete all possible work, and shall note any outstanding work on the Job Completion slip. They shall be entitled to invoice for the work completed, and the remainder shall be reassigned to the same Subcontractor/Pieceworker where possible by the Company.

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**14.08** All Employees and Subcontractors/Pieceworkers must comply with the posted hours of all jobsites and sign in at all jobsites. No Employee or Subcontractor/Pieceworker shall leave a jobsite in an unsafe condition.

## **ARTICLE 15 – SUBCONTRACTING OF WORK**

**15.01** The Company shall not contract or subcontract any work that is currently performed by members of the bargaining unit to contractors and/or Subcontractors/Pieceworkers other than those who are bound to and applying this Collective Agreement or who are signatory to a Pieceworker Participation Agreement with the Union.

**15.02** The Company agrees that it will not knowingly subcontract work covered by this Collective Agreement to a Contractor who in turn subcontracts the same work, or a portion of that work, to another Contractor, Subcontractor and/or Pieceworker, unless such work is contracted or subcontracted in accordance with 15.01. Upon being shown by the Union that Contractor is subcontracting or has subcontracted work to another contractor or subcontractor and/or Pieceworker in violation of this Agreement, 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.

**15.03** All Employees paid on a piecework basis and Subcontractors/Pieceworkers must submit job completion forms and customer authorized checklists on the Job Completion Form (as set out in Schedule C) not later than the following day of the job being performed or within 24 hours of installation completion. This Article shall only apply if the Association adopts and submits to the Union a standard Job Completion Form to be included in the Collective Agreement as Schedule “C”.

**15.04** Subcontractors/Pieceworkers are required to record work performed and to list such work on the standard union form invoice (in the form set out as Schedule D, which the Union may amend from time to time upon providing notice to the Association, at which time the amended form shall be incorporated into and replace the form at Schedule D). The invoice must include the

names, and union membership numbers of each of the people working for the Subcontractor/Pieceworker and the projects and lots on which work has been performed.

**15.05** The Subcontractor/Pieceworker must submit their invoice by Wednesday (or where Wednesday is not a working day, Tuesday) for work performed in the previous two-week period. Payment of the invoice shall be by cheque or direct deposit presented to the Subcontractor/Pieceworker by Friday of the following week, while the Subcontractor/Pieceworker is loading up (or Thursday, if Friday is a holiday).

**15.06** The Company and the Union agree that the Company has met its obligations for wages and remittances in respect of Subcontractors/Pieceworkers, based solely on the information supplied by the Subcontractor/Pieceworker 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 Subcontractor/Pieceworker 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 Subcontractor/Pieceworker of his invoice shall be recovered directly from the Subcontractor/Pieceworker by the Union, provided that the Company has not knowingly participated in any falsification.

**15.07** The Company when assigning work, will give a copy of the Company work order and/or the colour chart to the Employee or Subcontractor/Pieceworker for their records. Work will be allocated based on the workers ability to perform the job and the past performance and quality of work on past jobs. Work will also be assigned on the basis of the Employee or Subcontractor/Pieceworker being able to work well with other trades who may be present in a house during installation.

## **ARTICLE 16 – BACK CHARGES AND HOLDBACK**

**16.01** This article applies exclusively to Pieceworkers/Subcontractors engaged pursuant to Schedule "B" hereto.

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

- (a)** The Company will advise the Subcontractor/Pieceworker of its intention to impose a back charge on the applicable "Deficiency Notice Form", attached at Schedule "E" by e-mail or text. No Deficiency or back charge may be processed against a Subcontractor/Pieceworker which is not made in accordance with this process
- (b)** With respect to deficiencies, the Subcontractor/Pieceworker has two (2) days from receipt of the Deficiency Notice to repair or inspect the deficiency;
- (c)** If the Subcontractor/Pieceworker does not repair the deficiency within two (2) days of receipt of the Deficiency Notice, or does not advise the Company to complete the repair; then the Company may back charge the Subcontractor/Pieceworker the cost of the repair as set out in the Deficiency Notice. The amount of a back charge shall be the actual cost incurred by the Company for labour and material plus any additional charges or penalties from the builder or client, that is a direct result of a Subcontractor/Pieceworker and/or Helper/Apprentice's performance, error, omission or damage.
- (d)** When repairs are deemed the responsibility of any Subcontractor/Pieceworker on a piecework basis and the Subcontractor/Pieceworker is for any reason unable to complete the repairs and as such, the Company's service department has to do the service, the Subcontractor/Pieceworker will be backcharged equal to the appropriate Subcontractor/Pieceworker Rate Schedule per hourplus materials (which shall include the shop labour for fabrication of material needed).

- (e)** The Union and the Company agree that the Company may also advise the Subcontractor/Pieceworker 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 Subcontractor/Pieceworker 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 Subcontractor/Pieceworker resulting in a fine. Ten (10) days after issuing such notice on the Deficiency Notice Form attached at Schedule "E" the Company may back charge the Subcontractor/Pieceworker the amount set out in the Deficiency Notice, subject to Article 16.04 and 16.05 below.
- (f)** 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.
- (g)** The Subcontractor/Pieceworker will have the option to deduct a back charge from monies owing to the Subcontractor/Pieceworker, instead of using the holdback fund.

**16.03** Where the Company issues a Deficiency Notice Form, it is agreed that if the Union or the Subcontractor/Pieceworker 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.



**16.04** The Company may impose a back charge for a deficiency which is the responsibility of the Subcontractor/Pieceworker up to 18 months from the date of installation. 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 Subcontractor/Pieceworker.

**16.05** The Company is entitled to create a holdback fund, not to exceed \$2000, for each Subcontractor/Pieceworker. The holdback account may be established by the Company as soon as the Subcontractor/Pieceworker commences work for the Company. The Company shall *be* entitled to deduct money from the Subcontractor/Pieceworker to fund the holdback account and shall clearly indicate such deductions on the invoice. However, in no circumstance shall the Company deduct more than 5% of any invoice for holdback and/or back charges. All holdback monies shall be held in a separate bank account held by the Company. Only \$2000 per Subcontractor/Pieceworker shall be held. Where multiple claims are made in respect of a Subcontractor/Pieceworker, the claims will be prioritized by the date of initial installation.

**16.06** If a Subcontractor/Pieceworker 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 this Article, and in which case the Deficiency Notice shall be hand delivered to Subcontractor/Pieceworker or sent to him by Registered Mail at the last address provided to the Company.

**16.07** The Company acknowledges that the holdback accounts belong to the Subcontractors/Pieceworkers and that any such monies are held in trust.

**16.08** It is understood that any holdback accounts consists of amounts owing to the Subcontractor/Pieceworker, subject to the backcharge provisions in Article 16.02. When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Subcontractors/Pieceworkers (calculated on the install

portion, and prior to any truck or tool allowance), it shall be clearly noted on the invoice that the deduction is for the holdback account. When amounts are deducted from holdback as a result of back charges or deficiencies, written notice shall thereafter be given to the Subcontractor/Pieceworker and the Union of the amount of such deduction together with a copy of the deficiency notice.

**16.09** Each Company which maintains a holdback account for any Subcontractor/Pieceworker covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list the company name of each Subcontractor/Pieceworker for whom the Company has a holdback account; together with the balance of the holdback account as of the last day of the month prior to the Notice. The Holdback Summary Notice shall stipulate a final total of the holdback amounts held back by the Company for all Subcontractors/Pieceworkers. The Holdback Summary Notice shall be provided to the Union on the 15<sup>th</sup> day of the month following the signing of this Agreement. Notices thereafter are due quarterly, on the 15<sup>th</sup> day of each of February, May, August, and November.

**16.10** The Union may require the Company to provide monthly Holdback Summary Notices to the Union. Such requests shall be made in writing by the Union and copied to the Company and the GTRA. The monthly Holdback Summary Notices will be due on the 15<sup>th</sup> day of the next month, and each month thereafter, until the Union agrees to return to the provisions of (a) above.

**16.11** All holdback monies will be returned to the Subcontractor/Pieceworker eighteen months after they last performed work for the Company. With respect to any deficiency notices issued under Article 16 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 Subcontractor/Pieceworker. Any installer who begins working for a new Company shall remain liable to pay any monies owed to the previous Company.

## **ARTICLE 17 – WORKERS COMPENSATION**

**17.01** The Company shall ensure that all Employees, whether paid on an hourly or piecework basis, are covered by the Company's WSIB insurance coverage. 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 Employee to contribute to any liability that the Company has incurred or may incur under the *Workplace Safety and Insurance Act, 1997*.

**17.02** All Subcontractors/Pieceworkers shall be required to obtain and maintain WSIB coverage for themselves and the respective Helpers/ Apprentices.

## **ARTICLE 18 – HEALTH AND WELFARE BENEFITS**

**18.01** The Company is responsible for the payment of all remittances to the Union as outlined in this Agreement with respect to Employees under Schedule A and shall further be responsible for remittances to the Union for amounts allocated for benefits for Subcontractors/Pieceworkers under Schedule "B".

**18.02** For all Employees the Company agrees to pay to the Union and its applicable Trust Funds \$390.80 per month per Employee on account of Health and Welfare Benefits; effective May 1, 2023 - \$420.80 per month; effective May 1, 2024 - \$450.80 per month. The Employer also agrees to pay and remit to the Union, at the rate set out in Schedules A1, A2, A3, A4 or A5 (as applicable) for all work performed, with respect to: Labourers' Pension Fund of Central and Eastern Canada; Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Retiree Fund; Promo Fund; and, Training Fund.

The monthly contributions referenced in Article 18.02 are required to be paid, in addition to the contribution percentages (i.e. "Employer Contribution Benefits" in each of Schedules A2, A3, A4 and A5. The Company shall submit to the Union, together with monthly remittances, a copy of all Job Completion Forms, which shall include,

at a minimum, the identity of the worker; the location of the job (including any lot numbers); rates paid (including any premiums); material and footage installed; and any truck and tool allowance (it being understood that benefits are not paid on truck and tool allowance).

**18.03** For Subcontractors/Pieceworkers the Company agrees to pay the Union, at the rate set out in Schedules “A” and “B” for all work performed, on account of Health and Welfare; Labourers’ Pension Fund of Central and Eastern Canada; Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Retiree Fund; Promo Fund; and, Training Fund.

All contributions are calculated as a percentage of the gross amount paid (install portion, calculated prior to any truck or tool allowance).

**18.04** The Parties agree that by no later than the fifteenth day (15<sup>th</sup>) of each month the Employer shall provide to the Union a duly completed Employee Hourly Contribution Report which shall include the names, Social Insurance Numbers and/or union membership numbers of all Employees of the Company who performed work in the preceding month, and the hours worked in that month. Where the Company did not employ any Employees in the preceding month, the Company shall submit an Employer Contribution Report (Hourly) marked “NIL”.

**18.05** Together with the Employee Hourly Contribution Form set out in 18.04, the Employer shall provide a Pieceworker/Subcontractor Contribution Report as described in Schedule B, Article 3.05. The Union shall provide a self-calculating template on Excel.

**18.06** At the same time as providing the Employer Contribution Report the Employer shall show the calculation for each of the funds, and provide required payment for each of the funds set out in Schedule A1, A2, A3, A4, A5 and B. The Union shall provide a self-calculating template on Excel.

**18.07** With respect to Employee remittances, the Company shall provide one cheque, as described in the Contribution Report, for pension contributions; union dues; and all other contributions.

**18.08** It is understood that the Company must pay all RST or other taxes applicable to the health and welfare premiums submitted.

**18.09** During the lifetime of this Agreement, the Union shall have the right, at any time, to require the Employer to change the amounts of the contributions to any of the employee benefit funds set out in this Collective Agreement, by transferring any portion of contributions required to be made to any particular fund to any other employee benefit fund provided that there shall be no increase to the total monetary contribution required to be made under this Agreement.

**18.10** Interest at the rate of two percent (2%) per month is due and payable on a failure of the Company to make payments due to the Benefit Funds and/or Pension Funds in accordance with Articles 18.02 and 18.03. Interest charged shall not exceed twenty-four percent (24%) per annum.

**18.11** If the Labourers Pension Fund of Central and Eastern Canada is unable to accept pension 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.

## **ARTICLE 19 – CONDITIONS OF EMPLOYMENT**

**19.01** All Employees will be entitled to one half (1/2) hour unpaid lunch break at approximately the midpoint of his shift and two 10 minute paid breaks.

## **ARTICLE 20 – RATES**

**20.01** The Parties agree that the rates established for Employees and Subcontractors/Pieceworkers under the terms of this Collective Agreement represent minimum amounts and that the Company may pay above the rates set out in Schedule A1, A2, A3, A4, A5 or B. But in no circumstance will the Company pay any Employee less than the rates set out in Schedules A1, A2, A3, A4 or A5, nor seek to make arrangements

with any Subcontractor/Pieceworker to perform work for less than the rates set out in Schedule B, B1 or B2.

## **ARTICLE 21 – SERVICEMEN/HANDYMEN**

**21.01** The Company may, at its sole discretion, employ Servicemen/Handymen as hourly Employees in accordance with Schedule "A1", or may contract or subcontract such work to Subcontractors/Pieceworkers who have signed the Pieceworker Participation Agreement with the Union, who will perform such work in accordance with Schedule "B" of this Agreement.

**21.02** Where the Company engages Servicemen/Handymen on piecework/subcontract basis, they shall be paid no less than the rates set out in Schedule B of this Collective Agreement.

**21.03** If the Company commences hiring Servicemen/Handymen on an hourly basis, the following additional terms apply to Servicemen/Handymen employed in accordance with Schedule "A1":

- 1.** The Serviceman/Handyman shall be paid an hourly amount no less than the Serviceman Rate set out in Schedule A1.
- 2.** 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 22 – NOTICE OF PROJECT STARTS**

**22.01** After being awarded a project, as soon as reasonably possible, and prior to commencing work, the Company agrees to advise the Union of each new subdivision or high-rise building project upon which persons working under this Collective Agreement will be installing railing or related material, including the Project site name and location. Such notices shall, in any event, be given prior to the commencement of work on the form set out at Schedule F.

*E. & O.E.*

**22.02** It is agreed that notices under Article 22.01 shall be provided in writing, delivered by fax, email or hand, at the Company's discretion, to the attention of the Union's Sector Coordinator.

### **ARTICLE 23 – MAINTENANCE OF RATES AND NO BETTER AGREEMENT**

**23.01** The Parties agree that the rates established for Employees, Subcontractors/Pieceworkers under the terms of this Collective Agreement represent minimum amounts. It is agreed that no Employee, Subcontractor/Pieceworker will suffer a reduction in rates currently being paid as a whole, based on the signing of the Collective Agreement and in those cases where the Company is already paying hourly or piecework rates as a whole which are over and above those rates set out in this Collective Agreement then such rates shall be increased pro rata at a rate of 75% of the negotiated increases incorporated into the 2022-2025 Agreement.

**23.02** The Union agrees that it will not enter into any collective agreement regarding the installation of railings, as defined in Article 2, which contains terms which are more advantageous than those agreed to with the Association, and if it does, then those same conditions will be offered to all Association members.

### **ARTICLE 24 – SEVERABILITY**

**24.01** 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. 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

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Arbitrator impose such provisions as may be appropriate following an interest arbitration proceeding.

## **ARTICLE 25 – GREATER TORONTO RAILING ASSOCIATION INDUSTRY FUND**

**25.01** Members of the Association shall pay a monthly fee of \$400 per month to the Greater Toronto Railing Association Industry Fund. Such payment shall be made directly to the Greater Toronto Railing Association on or before the fifteenth (15<sup>th</sup>) day of each month.

**25.02** Non-members of the Association shall pay a monthly fee of \$1000 per month to the Greater Toronto Railing Association Industry Fund. Such payment shall be made directly to the Greater Toronto Railing Association on or before the fifteenth (15<sup>th</sup>) day of each month.

**25.03** The Union agrees to use the grievance and arbitration procedures under this Collective Agreement to collect Industry Fund contributions, where applicable. In such cases, and in addition to any other relief which may be owing, the Union shall be entitled to collect reimbursement for 100% of all arbitration and related costs, an Order for which the parties agree shall issue upon an Arbitrator's finding against the delinquent contractor(s).

**25.04** The Union agrees that any Collective Agreement which it enters into subsequent to the signing of this Agreement which deals with work of the type described in this Agreement shall contain an article containing the same provisions as those contained in this Article.

**25.05** The Union agrees that it will provide the Association with a copy of any grievance filed against any Employer bound to this Collective Agreement at the time of filing, as well a copy of any grievance referral to arbitration and/or the Ontario Labour Relations Board.

**ARTICLE 26 – DURATION**

**26.01** This agreement shall be effective May 1, 2022 and shall remain in effect until April 30, 2025, and shall continue in effect thereafter unless either party shall furnish the other with a notice of proposed revision within one hundred and eighty (180) days of April 30, 2025, or any like period any third year thereafter.

Signed and dated at Toronto this 7<sup>th</sup> day of May, 2022.

**FOR THE UNION:**

**FOR THE ASSOCIATION:**

Jack Oliveira

Michael Romanin

Luis Camara

Vince Vigliatore

Jaime Cortez

Emilio Taurasi

Joe Tersigni

Frank Giordano

Ross Savatti

**SCHEDULE A1**  
**RATES OF PAY FOR HOURLY EMPLOYEES,**  
**INCLUDING HELPERS/APPRENTICES OF PIECEWORKERS/SUBCONTRACTORS**

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTION
Serviceman	9-May-19	18.53	1.85	303.60/mo	0.10	0.45	0.04	-	-	0.09	21.06	1%
	1-May-20	19.03	1.90	332.20/mo	0.20	0.60	0.04	-	-	0.14	21.91	1%
	1-May-21	19.71	1.97	360.80/mo	0.30	0.80	0.04	-	-	0.19	23.01	1%
Installer	9-May-19	21.10	2.11	303.60/mo	0.10	0.45	0.04	-	-	0.09	23.89	1%
	1-May-20	21.60	2.16	332.20/mo	0.20	0.60	0.04	-	-	0.14	24.74	1%
	1-May-21	22.28	2.23	360.80/mo	0.30	0.80	0.04	-	-	0.19	25.84	1%

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	TOTAL PACKAGE	EMPLOYEE DEDUCTION
Installer in Training	9-May-19	18.53	1.85	303.60/mo	0.10	0.45	0.04	-	-	0.09	21.06	1%
	1-May-20	19.03	1.90	332.20/mo	0.20	0.60	0.04	-	-	0.14	21.91	1%
	1-May-21	19.71	1.97	360.80/mo	0.30	0.80	0.04	-	-	0.19	23.01	1%
Measurer in Training	9-May-19	18.00	1.80	303.60/mo	0.10	0.45	0.04	-	-	0.09	20.48	1%
	1-May-20	18.50	1.85	332.20/mo	0.20	0.60	0.04	-	-	0.14	21.33	1%
	1-May-21	19.18	1.92	360.80/mo	0.30	0.80	0.04	-	-	0.19	22.43	1%
General Labourer	9-May-19	15.50	1.55	303.60/mo	0.10	0.45	0.04	-	-	0.09	17.73	1%
	1-May-20	16.00	1.60	332.20/mo	0.20	0.60	0.04	-	-	0.14	18.58	1%
	1-May-21	16.68	1.67	360.80/mo	0.30	0.80	0.04	-	-	0.19	19.68	1%

**Note: The Installer in Training may, at the Company's discretion, be kept at this rate for up to 1000 hours, prior to being promoted to an Installer.**

**Note: General Labourers will not be assigned to do installations or measuring work.**

**SCHEDULE A2**  
**RATES PAYABLE TO EMPLOYEES PAID ON A PIECEWORK**  
**BASIS**  
**with Company Truck**

RAILING SCHEDULE "A2" (INTERIOR) (EMPLOYEE WITH COMPANY TRUCK)	9-May-19	1-May- 20	1-May-21
Type of Product Installed	Install Rate	Install Rate	Install Rate
Wood Pickets/Rail with Steel Bar (Curved or Straight)	4.45	4.55	4.65
Post - Wood Picket Railing with Steel Bar	4.45	4.55	4.65
Wood Pickets/Rail with No Steel Bar (Curved or Straight)	5.20	5.31	5.42
Post - Wood Picket Railing with No Steel Bar	5.20	5.31	5.42
Metal Pickets with Steel Bar (Curved or Straight)	5.63	5.68	5.73
Post - Metal Picket Railing with Steel Bar	5.63	5.68	5.73
Metal Pickets with no Steel Bar (Curved or Straight)	5.63	5.68	5.73
Post - Metal Picket Railing with No Steel Bar	5.19	5.25	5.29
Glass Panels with Wood Handrail (Curved or Straight)	5.19	5.32	5.42
Post - Glass Panel Railing	5.19	5.32	5.42
3 Picket Premium **NEW	-	0.35	0.42
Nosing (Straight up to 4" wide)	2.98	3.05	3.11
Nosing (Straight over 4" wide)	3.07	3.14	3.20
Nosing (Curved up to 4" wide)	3.21	3.28	3.34
Nosing (Curved over 4" wide)	3.67	3.75	3.83
Nosing Installed on Concrete Premium **NEW	0.37	0.37	0.37
Wall Mounted Straight or Continuous Handrail (Fabricated in Shop)	3.22	3.22	3.22

RAILING SCHEDULE "A2" (INTERIOR) (EMPLOYEE WITH COMPANY TRUCK)	9-May-19	1-May-20	1-May-21
Type of Product Installed	Install Rate	Install Rate	Install Rate
Wall Mounted Continuous Handrail (Fabricated on Site)	3.91	3.91	3.91
Support Posts Per/Post	24.50	25.05	25.55
Skirted Post	6.36	6.51	6.64
Volutes (All inclusive)	Equivalent of 2 standard linear feet of Rail No Premium		
Employee Pieceworker Service Rate	18.57	18.98	19.36
Bullnose Connection Joint (Fabricated on Site)	8.91	9.11	9.29
"C" Type Houses 25% Premium	25%	25%	25%

	9-May-19	1-May-20	1-May-21
EMPLOYER CONTRIBUTION BENEFITS	3.25%	3.5%	4.0%
EMPLOYEE DEDUCTION UNION DUES	1%	1%	1%

**NOTE: A "C" Type House is, any occupied house (recognizing special provisions EG: cutting outside, covering the floor)**

**Bullnose Connection Joint is the connection joint (fabricated on site) between the ramp and volute/bullnose.**

**SCHEDULE A3**

<b>RAILING SCHEDULE "A3" (EXTERIOR) (EMPLOYEE WITH COMPANY TRUCK)</b>	<b>9-May-19</b>	<b>1-May-20</b>	<b>1-May-21</b>
<b>Type of Product Installed</b>	<b>Install Rate</b>	<b>Install Rate</b>	<b>Install Rate</b>
Aluminum Railing	3.20	3.20	3.20
Aluminum Railing with Glass Panel ***NEW	3.55	3.55	3.55
Aluminum Post per Post	3.54	3.54	3.54
Vinyl Railing	3.56	3.56	3.56
Vinyl Post per Post	2.89	2.89	2.89
Inner Post ***NEW	2.67	2.67	2.67
Privacy Panel	4.88	4.98	5.13
Wall Mounted Handrail	2.00	2.00	2.00
Service Work By Installer	17.77	18.17	18.53
Wall-Brackets	1.00	1.02	1.05
Measuring ***NEW	0.39	0.39	0.41

	<b>9-May-19</b>	<b>1-May-20</b>	<b>1-May-21</b>
<b>EMPLOYER CONTRIBUTION BENEFITS</b>	3.25%	3.5%	4.0%
<b>EMPLOYEE DEDUCTIONS UNION DUES</b>	1%	1%	1%

RAILING SCHEDULE "A4" (INTERIOR) (EMPLOYEE WITH OWN TRUCK)	9-May-19			1-May-20			1-May-21		
	Install Rate	Truck & Tool	Gross Rate	Install Rate	Truck & Tool	Gross Rate	Install Rate	Truck & Tool	Gross Rate
Wood Pickets/Rail with Steel Bar (Curved or Straight)	4.45	0.64	5.09	4.55	0.65	5.20	4.65	0.66	5.31
Post - Wood Picket Railing with Steel Bar	4.45	0.64	5.09	4.55	0.65	5.20	4.65	0.66	5.31
Wood Pickets/Rail with No Steel Bar (Curved or Straight)	5.26	0.64	5.90	5.38	0.65	6.03	5.49	0.66	6.15
Post - Wood Picket Railing with No Steel Bar	5.26	0.64	5.90	5.38	0.65	6.03	5.49	0.66	6.15
Metal Pickets with Steel Bar (Curved or Straight)	5.98	0.64	6.62	6.04	0.65	6.69	6.09	0.65	6.74
Post - Metal Picket Railing with Steel Bar	5.98	0.64	6.62	6.04	0.65	6.69	6.09	0.65	6.74
Metal Pickets with no Steel Bar (Curved or Straight)	4.48	1.92	6.40	4.59	1.96	6.55	4.67	2.01	6.68
Post - Metal Picket Railing with No Steel Bar	5.25	0.63	5.88	5.30	0.64	5.94	5.34	0.65	5.99
Glass Panels with Wood Handrail (Curved or Straight)	5.26	0.64	5.90	5.38	0.65	6.03	5.49	0.66	6.15
Post - Glass Panel Railing	5.26	0.64	5.90	5.38	0.65	6.03	5.49	0.66	6.15
3 Picket Premium ***NEW	-	-	-	0.35	0.05	0.40	0.42	0.06	0.48
Nosing (Straight up to 4" wide)	2.67	0.16	2.83	2.73	0.16	2.89	2.78	0.17	2.95
Nosing (Straight over 4" wide)	2.76	0.22	2.98	2.82	0.23	3.05	2.88	0.23	3.11
Nosing (Curved up to 4" wide)	2.89	0.23	3.12	2.95	0.24	3.19	3.01	0.24	3.25
Nosing (Curved over 4" wide)	3.36	0.27	3.63	3.43	0.28	3.71	3.50	0.28	3.78
Nosing installed on top of concrete premium ***NEW	0.29	0.03	0.32	0.29	0.03	0.32	0.29	0.03	0.32



Wall Mounted Straight or Continuous Handrail (Fabricated in Shop)	2.51	0.22	2.73	2.51	0.22	2.73	2.51	0.22	2.73
Wall Mounted Continuous Handrail (Fabricated on Site)	3.06	0.27	3.33	3.06	0.27	3.33	3.06	0.27	3.33
Support Posts Per/Post	26.30	2.44	28.74	26.89	2.50	29.39	27.43	2.55	29.98
Skirted Post	6.36	0.73	7.09	6.51	0.74	7.25	6.64	0.75	7.39
Equivalent of 2 standard linear feet of Rail no premium									
Volutes (All Inclusive)									
Pieceworker/Subcontractor Service Work Hourly Rate (within 5km)	14.85	6.37	21.22	15.19	6.51	21.70	15.49	6.64	22.13
Pieceworker/Subcontractor Service Work Hourly Rate (outside of 5km)	16.79	6.54	23.33	17.16	6.69	23.85	17.51	6.82	24.33
Bullnose Connection Joint (Fabricated on Site)	9.41	0.77	10.18	9.62	0.79	10.41	9.82	0.80	10.62
<b>"C" Type Houses 25% Premium</b>	X	X	25%	X	X	25%	X	X	25%

	9-May-19	1-May-20	1-May-21
EMPLOYER CONTRIBUTION BENEFITS	3.25%	3.5%	4.0%
EMPLOYEE DEDUCTIONS UNION DUES	1%	1%	1%

**NOTE: 1% Union Dues will be deducted from total of the install rate invoiced by the Employee(s) and submitted along with Benefit Contributions**

**NOTE: A "C" Type House is, any occupied house (recognizing special provisions EG: cutting outside, covering the floor) Bullnose Connection Joint is the connection joint (fabricated on site) between the ramp and volute/bullnose.**

## SCHEDULE A5

RAILING SCHEDULE "A5" (EXTERIOR) (COMPANY EMPLOYEE WITH OWN TRUCK)	9-May-19				1-May-20				1-May-21			
	Install Rate	Truck & Tool	Gross Rate		Install Rate	Truck & Tool	Gross Rate		Install Rate	Truck & Tool	Gross Rate	
Aluminum Railings	2.56	1.04	3.60		2.56	1.04	3.60		2.56	1.04	3.60	
Aluminum Railing with Glass Panel	2.84	1.16	4.00		2.84	1.16	4.00		2.84	1.16	4.00	
Aluminum Post Per/Post	2.83	0.25	3.08		2.83	0.25	3.08		2.83	0.25	3.08	
Vinyl railing	2.84	0.75	3.59		2.84	0.75	3.59		2.84	0.75	3.59	
Vinyl Post Per/Post	2.30	0.77	3.07		2.30	0.77	3.07		2.30	0.77	3.07	
Inner Post. ***NEW	1.73	0.59	2.32		1.73	0.59	2.32		1.73	0.59	2.32	
Privacy Panel	3.91	1.09	5.00		3.99	1.12	5.11		4.12	1.15	5.27	
Wall Mounted Handrail	1.62	-	1.62		1.62	-	1.62		1.62	-	1.62	
Pieceworker/Subcontractor Work (within 5km)	20.30	-	20.30		20.76	-	20.76		21.17	-	21.17	
Pieceworker/Subcontractor Work (Outside 5km)	23.60	-	23.60		24.13	-	24.13		24.61	-	24.61	
Wall Brackets	0.80	-	0.80		0.82	-	0.82		0.84	-	0.84	
Measuring ***NEW	0.31	0.13	0.44		0.31	0.14	0.45		0.32	0.14	0.46	

	<b>9-May-19</b>	<b>1-May-20</b>	<b>1-May-21</b>
<b>EMPLOYER CONTRIBUTION BENEFITS</b>	3.25%	3.5%	4.0%
<b>EMPLOYEE DEDUCTIONS UNION DUES</b>	1%	1%	1%

## **RATES OF PAY – SCHEDULE B**

### **ARTICLE 1 – Subcontractors/Pieceworkers**

**1.01** Any Subcontractor/Pieceworker employed under this Schedule must be signatory to a Pieceworker Participation Agreement with the Union prior to performing any work.

**1.02** It is understood that a Subcontractor/Pieceworker under this agreement means a person who agrees to perform work for the Employer for piecework rate, and who actually performs piecework. Any Subcontractor/Pieceworker who ceases to personally perform work and engages others to do shall become a main contractor and shall be required sign a copy of this collective agreement.

**1.03** It is understood that Subcontractors/Pieceworkers engaged under this schedule may employ Employees/Helpers/Apprentices to assist with the work. The Subcontractor/Pieceworker shall ensure that the terms and conditions of this Agreement, and in particular the Schedule A hourly rates are applied to such Employees/Helpers/Apprentices.

### **ARTICLE 2 – Pieceworker Rates**

**2.01** The piecework rates for work covered by this agreement shall be no less than set out in the attached piecework rate sheet.

**2.02** Where an employee paid on a production piecework basis, or a Subcontractor/Pieceworker is assigned to perform work for which there is not an agreed upon rate, it shall be paid at the pieceworker/hourly rate. It is understood that all such work shall be invoiced as provided for in this Agreement, and that all other terms of the Agreement shall continue to apply.

**2.03** It is understood that the Subcontractor/Pieceworker is required to complete the invoice, and the Company shall not accept nor pay out blank invoices.

**2.04** It is understood that there are four copies of the invoice. The original shall be retained by the Employer for their records, and the blue

copy shall be submitted to the Union with the remittance report as set out in Article 3.05 below. The Employer shall not accept or retain the pink or gold copies. The pieceworker shall bring the pink copy of all submitted invoices to the Union as soon as possible and in any event within thirty (30) days of submission. The pieceworker shall retain the gold copy for their records.

### **ARTICLE 3 – Benefits and Contributions**

**3.01** Working dues for Subcontractors/Pieceworkers are dealt with in Article 3.06(d) of the Master portion of this Agreement.

**3.02** In addition to the piecework rates set out above, the Employer agrees to pay the additional amounts set out in Article 18.03 of the Master Portion of this Agreement (calculated on the installation portion and not allowances paid to all Subcontractors/Pieceworkers,) which shall be remitted to the Union on behalf of Union benefits and pension for the Subcontractors/Pieceworkers and their respective Helpers/Apprentices.

**3.03** It is understood that the Company is responsible for the payment of all taxes, including RST, on all piecework payments and benefit payments.

**3.04** It is understood that the remittances set out in Article 3.02, and the Union dues submitted on behalf of the crew, are on account of the work performed by all members of the piecework crew.

**3.05** Each month the Employer shall complete a monthly Subcontractor/Pieceworker remittance report which shall be provided to the Union with all required payments by no later than the 15<sup>th</sup> day of month following that in which pieceworker invoices have been paid. The Employer shall list on the Piecework Remittance Report the company name of each Subcontractor/Pieceworker, the invoice numbers paid that month, together with the total of the invoice, and the install amount paid (not including allowances). Copies of the pieceworker invoices in respect of such payments shall be attached to the Piecework Remittance Report.

**3.06** The Subcontractor/Pieceworker, and any Employee and/or Helper/Apprentice, must all pay regular Monthly Dues to the Union as per the Union's Constitution to maintain good standing in Local 183. Those dues must be paid directly to the Union

**3.07** Interest at the rate of two percent (2%) per month is due and payable on a failure of the Company to make payments due to the Benefits Funds and/or Pension Funds in accordance with Article 3.02 and Article 18.03 of the Master Portion of this Agreement. Interest charged shall not exceed twenty-four percent (24%) per annum.

## SCHEDULE B1

RAILING SCHEDULE "B1" (INTERIOR) (SUBCONTRACTOR WITH OWN TRUCK)	9-May-19			1-May-20			1-May-21		
	Install Rate	Truck & Tool	Gross Rate	Install Rate	Truck & Tool	Gross Rate	Install Rate	Truck & Tool	Gross Rate
Wood Pickets/Rail with Steel Bar (Curved or Straight)	4.45	1.91	6.36	4.55	1.96	6.51	4.65	1.99	6.64
Post - Wood Picket Railing with Steel Bar	4.45	1.91	6.36	4.55	1.96	6.51	4.65	1.99	6.64
Wood Pickets/Rail with No Steel Bar (Curved or Straight)	5.20	2.22	7.42	5.31	2.28	7.59	5.42	2.32	7.74
Post - Wood Picket Railing with No Steel Bar	5.20	2.22	7.42	5.31	2.28	7.59	5.42	2.32	7.74
Metal Pickets with Steel Bar (Curved or Straight)	5.63	2.41	8.04	5.68	2.44	8.12	5.73	2.45	8.18
Post - Metal Picket Railing with Steel Bar	5.63	2.41	8.04	5.68	2.44	8.12	5.73	2.45	8.18
Metal Pickets with no Steel Bar (Curved or Straight)	5.63	2.41	8.04	5.68	2.44	8.12	5.73	2.45	8.18
Post - Metal Picket Railing with No Steel Bar	5.19	2.23	7.42	5.25	2.24	7.49	5.29	2.26	7.55
Glass Panels with Wood Handrail (Curved or Straight)	5.19	2.23	7.42	5.32	2.27	7.59	5.42	2.32	7.74
Post - Glass Panel Railing	5.19	2.23	7.42	5.32	2.27	7.59	5.42	2.32	7.74
3 Picket Premium ***NEW				0.35	0.15	0.50	0.42	0.18	0.60
Nosing (Straight up to 4" wide)	2.98	0.26	3.24	3.05	0.27	3.32	3.11	0.27	3.38
Nosing (Straight over 4" wide)	3.07	0.26	3.33	3.14	0.27	3.41	3.20	0.28	3.48
Nosing (Curved up to 4" wide)	3.21	0.27	3.48	3.28	0.28	3.56	3.34	0.29	3.63
Nosing (Curved over 4" wide)	3.67	0.32	3.99	3.75	0.33	4.08	3.83	0.33	4.16
Nosing installed on top of concrete premium ***NEW	0.37	0.03	0.40	0.37	0.03	0.40	0.37	0.03	0.40
Wall Mounted Straight or Continuous Handrail (Fabricated in Shop)	3.22	0.28	3.50	3.22	0.28	3.50	3.22	0.28	3.50
Wall Mounted Continuous Handrail (Fabricated on Site)	3.91	0.34	4.25	3.91	0.34	4.25	3.91	0.34	4.25



Support Posts Per/Post	24.50	10.50	35.00	25.05	10.73	35.78	25.55	10.95	36.50
Skirted Post	6.36	2.73	9.09	6.51	2.78	9.29	6.64	2.84	9.48
Equivalent of 2 standard linear feet of Rail no premium									
Volute (All Inclusive)									
Pieceworker/Subcontractor Service Work Hourly Rate (within 5km)	18.57	7.95	26.52	18.98	8.14	27.12	19.36	8.30	27.66
Pieceworker/Subcontractor Service Work Hourly Rate (outside of 5km)	20.41	8.75	29.16	20.87	8.94	29.81	21.29	9.12	30.41
Bullnose Connection Joint (Fabricated on Site)	8.91	3.82	12.73	9.11	3.90	13.01	9.29	3.98	13.27
"C" Type Houses 25% Premium	X	X	25%	X	X	25%	X	X	25%

	<b>9-May-19</b>	<b>1-May-20</b>	<b>1-May-21</b>
<b>EMPLOYER CONTRIBUTION BENEFITS</b>	3.25%	3.5%	4.0%
<b>EMPLOYEE DEDUCTIONS UNION DUES</b>	1%	1%	1%

**NOTE: 1% Union Dues will be deducted from total of the install rate invoiced by the Pieceworker/Subcontractor and submitted along with Benefit Contributions.**

**Bullnose Connection Joint is the connection joint (fabricated on site) between the ramp and volute/bullnose.**

## SCHEDULE B2

RAILING SCHEDULE "B2" (EXTERIOR) (SUBCONTRACTOR WITH OWN TRUCK)	9-May-19				1-May-20				1-May-21			
	Install Rate	Truck & Tool	Gross Rate		Install Rate	Truck & Tool	Gross Rate		Install Rate	Truck & Tool	Gross Rate	
Aluminum Railings	3.20	1.30	4.50		3.20	1.30	4.50		3.20	1.30	4.50	
Aluminum Railing with Glass Panel	3.55	1.45	5.00		3.55	1.45	5.00		3.55	1.45	5.00	
Aluminum Post Per/Post	3.54	0.31	3.85		3.54	0.31	3.85		3.54	0.31	3.85	
Vinyl railing	3.56	0.94	4.50		3.56	0.94	4.50		3.56	0.94	4.50	
Vinyl Post Per/Post	2.89	0.96	3.85		2.89	0.96	3.85		2.89	0.96	3.85	
Inner Post ***NEW	2.67	0.23	2.90		2.67	0.23	2.90		2.67	0.23	2.90	
Privacy Panel	4.88	1.37	6.25		4.98	1.41	6.39		5.13	1.45	6.58	
Wall Mounted Handrail	2.00	-	2.00		2.00	-	2.00		2.00	-	2.00	
Pieceworker/Subcontractor Work (within 5km)	25.38	-	25.38		25.95	-	25.95		26.47	-	26.47	
Pieceworker/Subcontractor Work (Outside 5km)	27.91	-	27.91		28.54	-	28.54		29.11	-	29.11	
Wall Brackets	1.00	-	1.00		1.02	-	1.02		1.05	-	1.05	
Measuring ***NEW	0.39	0.16	0.55		0.39	0.17	0.56		0.41	0.17	0.58	

	9-May-19	1-May-20	1-May-21
<b>EMPLOYER CONTRIBUTION BENEFITS</b>	3.25%	3.5%	4.0%
<b>EMPLOYEE DEDUCTIONS UNION DUES</b>	1%	1%	1%

**NOTE: 1% Union Dues will be deducted from the total of the install rate invoiced by the Pieceworker/Subcontractor and submitted along with Benefit Contributions**

**APPENDIX A**  
**LIST OF ASSOCIATION MEMBERS BOUND TO THIS**  
**AGREEMENT**

1. 1972309 Ontario Inc. o/a A-1 Railings Ltd.
2. Airport Ornamental Railings Co. Ltd.
3. Bolton Railings Inc.
4. Canadian Railings Ltd. and Concord Railings Limited
5. Ideal Railings Ltd.
6. Railing Excellence Inc.
7. VIP Railings Inc.
8. Dalmar Columns Inc.
9. Alpa Stairs & Railings

**LIST OF INDEPENDENTS BOUND TO THIS AGREEMENT**

**SCHEDULE C**  
**Job Completion**

**(the employer to supply their own form to their workers)**

## SCHEDULE D Invoice



# Railing Sector Piecework Invoice

Invoice Number

Rate Schedule

A-2  A-3  A-4  A-5  B-1  B-2

Pieceworker Company Information

Company \_\_\_\_\_  
 Address \_\_\_\_\_  
 Owner \_\_\_\_\_  
 Phone \_\_\_\_\_ Email \_\_\_\_\_

Work Period

From: \_\_\_\_\_ To: \_\_\_\_\_  
 Bill To (Main Contractor) \_\_\_\_\_  
 HST # \_\_\_\_\_

Site Information	Material Installed	Unit Price	Ln. Ft. / Quantity	Subtotal
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				
Lot #				
Builder				
Site Name				
Location				
Install Date				

List of Deficiency #s: \_\_\_\_\_

Total Hold Back Amount      Total of Deficiencies      New Hold Back Total

-  =

Subtotal (Price only)

H.S.T.

Total

Name	Identification Number	Total Hours

**WHITE & BLUE** to Main Contractor | **PINK** to LIUNA Local 183 | **GOLD** for your records

LIUNA Local 183, 1263 Wilson Ave. #100, Toronto, ON M3M 3G3  
 Tel: (416)241-1183 Fax: (416) 241- 4436 Website: www.liunalocal183.ca

Date submitted to Main Contractor for payment:

JNEC017

**SCHEDULE E**  
**Deficiency Notice**



# Railings Sector

## Home Occupied Deficiency Notice

Date

Prepared by Company / Main Contractor

Subcontractor / Pieceworker

Builder

Location  Lot Number

**Service Required**

**Explanation of Deficiency**

**Remedy and Estimate of Repair**

Materials	Cost	Labour	Cost
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Estimate to Repair / Correct Deficiency (before tax)			<input type="text"/>

**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 as per the scheduled date of \_\_\_\_\_ [the subcontractor / pieceworker must receive three (3) clear days' notice of the scheduled date]
- 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:**

(Month / Day / Year) \_\_\_\_\_  
Date Signature

**Unable to contact subcontractor / pieceworker directly.  
This notice sent by Registered Mail on:**

(Month / Day / Year) \_\_\_\_\_  
Date Signature

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

## SCHEDULE E Deficiency Notice



# Railing Sector Deficiency Notice

Date D

Prepared by Company / Main Contractor

Subcontractor / Pieceworker

Builder

Location Lot Number

**Service Required**

**Explanation of Deficiency**

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**Remedy and Estimate of Repair**

Materials	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 **2 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:**

{ Month / Day / Year } \_\_\_\_\_  
Date Signature

**Unable to contact subcontractor / pieceworker directly.  
This notice sent by Registered Mail on:**

{ Month / Day / Year } \_\_\_\_\_  
Date Signature

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



**SCHEDULE F**  
**Notice of Project Starts**



**LIUNA! LOCAL 183**  
*Feel the Power*

**Railings Sector: Notice of Job Sites**

**General Information**

Date: \_\_\_\_\_

Railings 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: \_\_\_\_\_

1oct2013

**LETTER OF UNDERSTANDING #1**

**RE: Servicemen**

**BETWEEN:**

**GREATER TORONTO RAILING ASSOCIATION**

(hereinafter called the "Association", "Employer" or "Company")

-and-

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

(hereinafter called the "Union")

**WHEREAS** the Collective Agreement applies to all Employees and Subcontractors/Pieceworkers of the Company engaged in railing installation including repairs and service work;

**AND WHEREAS** some Companies utilize management personnel to perform service work and/or have specialized Employees performing service work which may not share a community of interest with the other Employees in the bargaining unit;

**NOW THEREFORE** the parties agree as follows:

- 1. The Employer shall not be required to apply this Collective Agreement to individuals who are only employed to perform service work. However, if the Company and a Serviceman agree that the Serviceman shall become a member of the Union and be employed in accordance with the Collective Agreement, then the full terms and conditions of the Collective Agreement shall apply.**
- 2. It is understood that an individual who is employed as an installer, and who occasionally performs service work, shall continue to have the Collective Agreement applied to them.**
- 3. The parties agree that this Letter of Understanding forms part of the Collective Agreement and is enforceable.**

4. This Letter of Understanding shall expire on April 30, 2022. The parties agree that the renewal of this Letter shall be discussed in Collective Bargaining for the renewal of the Collective Agreement for the term May 1, 2022 to April 30, 2025.

Signed and dated at Toronto this 6<sup>th</sup> day of November, 2019.

**FOR THE UNION:**

**FOR THE ASSOCIATION:**

Jack Oliveira

Michael Romanin

Luis Camara

Vince Vigliatore

Jaime Cortez

Emilio Taurasi

Joe Tersigni

Frank Giordano

Ross Savatti

**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**GREATER TORONTO RAILING ASSOCIATION**

(hereinafter called the "Association", "Employer" or "Company")

-and-

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

(hereinafter called the "Union")

**Re: Liability Insurance**

- 1. The parties confirm that during collective bargaining the Association advised the Union that some of its members were contemplating the introduction of Company Rules or Policies which would require that Subcontractors/Pieceworkers provide liability insurance of up to \$2 million dollars as a condition of subcontracting work.**
- 2. It is agreed that if a Company introduces such a policy, then any Subcontractor/Pieceworker which is unable or unwilling to provide such liability insurance shall be offered employment as an hourly employee under Schedule A1 or A2.**
- 3. The Union agrees that it shall not be a breach of the Collective Agreement for a Company to introduce a Rule or Policy relating to liability insurance. However, the Union reserves its right to challenge the application or content of any particular policy if it is not reasonable, is not uniformly applied, is not clearly promulgated, or if it is contrary to the law.**

Signed and dated at Toronto this 6<sup>th</sup> day of November, 2019.

**FOR THE UNION:**

**FOR THE ASSOCIATION:**

Jack Oliveira

Michael Romanin

Luis Camara

Vince Vigliatore

Jaime Cortez

Emilio Taurasi

Joe Tersigni

Frank Giordano

Ross Savatti

**LETTER OF UNDERSTANDING #3**

**BETWEEN:**

**GREATER TORONTO RAILING ASSOCIATION**

(hereinafter called the "Association", "Employer" or "Company")

-and-

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

(hereinafter called the "Union")

**Re: Red Circling regarding Exterior Railings**

**Rates for Red Circled Pieceworkers (exterior railing)**

1. The rates for Red Circled Pieceworkers (meaning Pieceworkers paid more than the rates set out in the 2019-2022 Agreement, prior to the execution of the 2022-2025 Agreement) shall increase pro rata at a rate of 75% of the negotiated increases incorporated into the 2022-2025 Agreement.
2. Any new Company subsequently agreeing to be bound to this agreement shall red-circle the rates for exterior railings for any Employees and/or Subcontractors/Pieceworkers who had a relationship with the Company at the time the Union filed an application for certification or the parties signed a voluntary recognition agreement, and the foregoing provisions shall equally apply to them.

Signed and dated at Toronto this 6<sup>th</sup> day of November, 2019.

**FOR THE UNION:**

**FOR THE ASSOCIATION:**

Jack Oliveira

Michael Romanin

Luis Camara

Vince Vigliatore

Jaime Cortez

Emilio Taurasi

Joe Tersigni

Frank Giordano

Ross Savatti

**LETTER OF UNDERSTANDING NO.**

- 1. The parties shall agree on and incorporate into the Collective Agreement a definition of "stacked townhouse" on or before August 1, 2022 and any failure to agree may be referred to an Arbitrator for determination.**
- 2. If a Builder introduces a new product type, a rate will be agreed to between the parties before work is commenced. In the event a new product is introduced for which there is no defined rate in the Collective Agreement, the parties shall meet and agree on a rate for that product prior to the commencement of work in respect of that product, and any failure to agree may be referred to an Arbitrator for determination.**

**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.

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

**Camilo Villalobos  
MD Shalauddin  
Eric Guzman  
Blair Brow**



**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"**

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

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

PROCEEDING COMMENCED AT  
TORONTO

**MOTION RECORD**

**GARDINER ROBERTS LLP**

Lawyers

Bay Adelaide Centre, East Tower  
22 Adelaide Street West, Suite 3600  
Toronto ON M5H 4E3

Chris Besant (248820)

Tel: (416) 865-6600

Fax: (416) 865-6636

Lawyers for the Applicants

RCP-E 4C (May 1, 2016)