



# ONTARIO LABOUR RELATIONS BOARD

## APPLICATION FOR ACCREDITATION, CONSTRUCTION INDUSTRY

*Labour Relations Act, 1995*

Form A-92

Fields marked with an asterisk (\*) are mandatory.

**Between: \***

RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

**Applicant**

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

**Responding Party**

- Review Information Bulletin No. 33 – “Accreditation in the Construction Industry under s.136 of the *Labour Relations Act*, 1995 (Non-ICI)”, the Filing Guide and the Board’s Rules of Procedure on acceptable methods of delivery and filing **before** completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board’s website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the “Print” buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the “Save” buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the “Attach documents electronically” option.

### Part A Contact Information

#### Instructions

- Provide the contact information for each Applicant, Responding Party and Intervenor below. If you wish to add additional parties, use the “Add” button or attach a separate page if completing the form by hand.
- For an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, “Add” an additional contact section, repeat the organization name and provide that individual’s contact information (e.g. name, email address, phone number).

**1 (a). Applicant****Applicant 1**Type \* ☒ Organization ☐ Individual

Organization Name \*

Residential Hardwood and Carpet Association

|                    |                      |                |
|--------------------|----------------------|----------------|
| First Name<br>Ross | Last Name<br>Savatti | Position/Title |
|--------------------|----------------------|----------------|

Full Address (Number, Street, Unit/Apartment, Building Name) Other Address Details (e.g. PO Box, R.R. #, c/o)

221 Rayette Road, Unit #5

|                      |                           |                   |                            |
|----------------------|---------------------------|-------------------|----------------------------|
| City/Town<br>Concord | Province/State<br>Ontario | Country<br>Canada | Postal/Zip Code<br>L4K 2G1 |
|----------------------|---------------------------|-------------------|----------------------------|

|                                  |      |            |                                  |
|----------------------------------|------|------------|----------------------------------|
| Telephone Number<br>905-761-9449 | Ext. | Fax Number | Email Address<br>ross@restile.ca |
|----------------------------------|------|------------|----------------------------------|

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Mobile: 416-206-7475

**1 (b). Representative/Contact Person for the Applicant****Contact 1**Contact Person for \* ☐ All Parties above ☐ Party No.(s) \_\_\_\_\_Indicate if this person is a ☒ Lawyer ☐ Paralegal

Organization Name

Mathews, Dinsdale &amp; Clark LLP

|                           |                      |                           |
|---------------------------|----------------------|---------------------------|
| First Name<br>Christopher | Last Name *<br>Fiore | Position/Title<br>Counsel |
|---------------------------|----------------------|---------------------------|

Full Address (Number, Street, Unit/Apartment, Building Name) Other Address Details (e.g. PO Box, R.R. #, c/o)

The Well, 35th Floor, 8 Spadina Avenue

|                      |                           |                   |                            |
|----------------------|---------------------------|-------------------|----------------------------|
| City/Town<br>Toronto | Province/State<br>Ontario | Country<br>Canada | Postal/Zip Code<br>M5V 0S8 |
|----------------------|---------------------------|-------------------|----------------------------|

|                                  |      |                            |   |
|----------------------------------|------|----------------------------|---|
| Telephone Number<br>416-869-8534 | Ext. | Fax Number<br>416-862-8534 | Email Address<br>cfiore@mathewsdinsdale.com |
|----------------------------------|------|----------------------------|---|

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Assistant: Karin Traeger  
ktraeger@mathewsdinsdale.com**Contact 2**Contact Person for \* ☐ All Parties above ☐ Party No.(s) \_\_\_\_\_Indicate if this person is a ☒ Lawyer ☐ Paralegal

Organization Name

Mathews, Dinsdale &amp; Clark LLP

|                      |                        |                           |
|----------------------|------------------------|---------------------------|
| First Name<br>Amanda | Last Name *<br>Finelli | Position/Title<br>Counsel |
|----------------------|------------------------|---------------------------|

Full Address (Number, Street, Unit/Apartment, Building Name) Other Address Details (e.g. PO Box, R.R. #, c/o)

The Well, 35th Floor, 8 Spadina Ave.

|                      |                           |                   |                            |
|----------------------|---------------------------|-------------------|----------------------------|
| City/Town<br>Toronto | Province/State<br>Ontario | Country<br>Canada | Postal/Zip Code<br>M5V 0S8 |
|----------------------|---------------------------|-------------------|----------------------------|

|                                  |      |                            |   |
|----------------------------------|------|----------------------------|---|
| Telephone Number<br>416-984-3628 | Ext. | Fax Number<br>416-862-8247 | Email Address<br>afinelli@mathewsdinsdale.com |
|----------------------------------|------|----------------------------|---|



Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

## 2 (a). Responding Party

### Responding Party 1

Type \* ☒ Organization ☐ Individual

Organization Name \*

Labourers' International Union of North America, Local 183

|            |           |                |
|------------|-----------|----------------|
| First Name | Last Name | Position/Title |
|------------|-----------|----------------|

|  |  |
|--|--|
| Full Address (Number, Street, Unit/Apartment, Building Name)<br>1263 Wilson Ave, Suite 300 | Other Address Details (e.g. PO Box, R.R. #, c/o) |
|--|--|

|                      |                           |                   |                            |
|----------------------|---------------------------|-------------------|----------------------------|
| City/Town<br>Toronto | Province/State<br>Ontario | Country<br>Canada | Postal/Zip Code<br>M3M 3G3 |
|----------------------|---------------------------|-------------------|----------------------------|

|                                  |      |            |               |
|----------------------------------|------|------------|---------------|
| Telephone Number<br>416-241-1183 | Ext. | Fax Number | Email Address |
|----------------------------------|------|------------|---------------|

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

## 2 (b). Representative/Contact Person for the Responding Party, if known

### Contact 1

Contact Person for \* ☐ All Parties above ☐ Party No.(s) \_\_\_\_\_

Indicate if this person is a ☒ Lawyer ☐ Paralegal

Organization Name

Labourers' International Union of North America, Local 183

|                      |                           |                           |
|----------------------|---------------------------|---------------------------|
| First Name<br>Graham | Last Name *<br>Williamson | Position/Title<br>Counsel |
|----------------------|---------------------------|---------------------------|

|  |  |
|--|--|
| Full Address (Number, Street, Unit/Apartment, Building Name)<br>1263 Wilson Ave, Suite 300 | Other Address Details (e.g. PO Box, R.R. #, c/o) |
|--|--|

|                      |                           |                   |                            |
|----------------------|---------------------------|-------------------|----------------------------|
| City/Town<br>Toronto | Province/State<br>Ontario | Country<br>Canada | Postal/Zip Code<br>M3M 3G3 |
|----------------------|---------------------------|-------------------|----------------------------|

|                                  |              |                            |  |
|----------------------------------|--------------|----------------------------|--|
| Telephone Number<br>416-241-1183 | Ext.<br>6402 | Fax Number<br>416-241-7607 | Email Address<br>gwilliamson@liuna183.ca |
|----------------------------------|--------------|----------------------------|--|

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

Mobile: 416-573-4652

## 3 (a). Affected Party

Contact information for any person, trade union, employer or employer's organization which may be affected by the application must be completed below.

## 3 (b). Representative/Contact Person for the Affected Party, if known

**3 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):**

N/A

## **Part B Material Facts and Relief Sought**

**4. In support of its status as an employers' organization, the Applicant files the following documents with this application:** (check all that apply)

☐ Charter

☐ Constitution

☒ Bylaws

☒ Other: Employer Authorization Forms

**5. The Responding Party Trade Union or Council of Trade Unions has been certified or has been granted voluntary recognition or has entered into a collective agreement with two or more employers in the unit of employers proposed by the Applicant. List at least two such employers and include the dates of the documents relied on:**

Frontier Flooring Inc. - Collective Agreement Signed November 8, 2019

Broadway Hardwood Flooring Ltd. - Collective Agreement Signed April 25, 2017

1249762 Ontario Inc. O/A Mega City Tiling - Collective Agreement Signed May 24, 2024

Advance Hardwood Flooring Inc. - Collective Agreement Signed May 24, 2024

See Schedule "A".

**6. Provide a detailed description of the unit of employers that the Applicant claims to be appropriate for accreditation:**

Reference **must** be made to the sector(s) of the construction industry and the geographic area(s) or parts thereof claimed. If you require more space, attach a separate document.

All Employers of employees engaged in the installation or removal of carpet, service and repair of hardwood, laminate and other floor coverings, and all work incidental to or necessary for the performance of such work, for whom the Labourers' International Union of North America, Local 183 has bargaining rights, in all sectors of the construction industry, save and except, the industrial, commercial and institutional sector, working in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18, 26, 27 and 29.

It is also noted that employers bound by and when working under any of the following collective agreements in accordance with past or existing practices as at the date hereof are not included in the said unit of employers, namely:

- (a) The collective agreement between the Toronto Residential Construction Labour Bureau and the Union.
- (b) The collective agreement between the Durham Residential Construction Labour Bureau and the Union.
- (c) The collective agreement between the Metropolitan Toronto Apartment Builders Association and the Union.
- (d) The collective agreement between the Residential Framing Contractors' Association of Metropolitan Toronto & Vicinity Inc. and the Union.
- (e) The collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
- (f) The collective agreement between the Residential Tile Contractors Association, and the Union.

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(g) The collective agreement between the Residential Floor Leveling Association and the Union.

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**7. Provide representations as to the appropriateness of the unit described above, including the history of collective bargaining, if any, of the Applicant and the Responding Party:**

If you require more space, attach a separate document.

The Applicant is a non-profit organization representing contractors engaged in the installation or removal of carpet, service and repair of hardwood, laminate and other floor coverings.

The Applicant was formed in 2024 and has since negotiated a Collective Agreement covering the bargaining unit referred to in paragraph 6. This includes the following Collective Agreement: May 24, 2024 – April 30, 2025, attached at Schedule "B".

The list of Employers in the unit described in paragraph 6 are attached at Schedule "C". The vast majority of Employers are either members or non-members that have delegated authority to the Applicant to negotiate the Collective Agreement listed in Schedule "B". Please see Schedule "D" for the Employer Authorization Forms.

The proposed bargaining unit employed approximately 202 employees in the period of time identified in paragraph 10. The Applicant believes this is the vast majority, if not all, of the employees represented by the Responding Party in the proposed bargaining unit.

Accordingly, it is respectfully submitted that the bargaining unit is appropriate.

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**8. State the approximate number of employers in the unit described in question 6:**

10

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**9. List the employers in the unit described in question 6:**

If you require more space, attach a separate document.

Please see Schedule "C".

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**10. State the approximate number of employees of employers in the unit described in question 6 on the payroll of each such employer for the weekly payroll period immediately preceding the date of this application:**

206

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**11. State the nature of the authority relied upon by the Applicant to act as bargaining agent for employers in the unit of employers:**

For example, authority to act as bargaining agent may, in the case of memberships in the Applicant, stem from the Applicant's constitution or by laws; or in the case of members or non-members, from a specific authorization by an employer.

The Applicant has attached Employer Authorization Forms at Schedule "D" which provide authority to the Applicant to act as the bargaining agent for majority of the Employers listed at Schedule "C".

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**12. Other relevant statements:**

The Applicant's By-laws can be found at [Schedule "E"](#).

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**13. Attached documents:**

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the “Attach documents electronically” option below and attach each document using the “Add File” button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

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**Documents**

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## DECLARATION

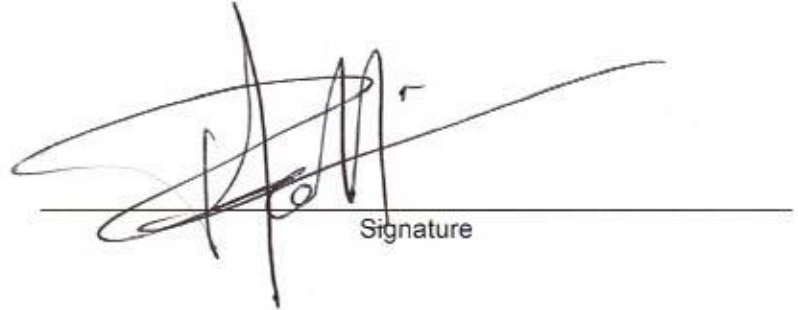
I, Ross Savatti, the Executive Director of the Applicant  
(name) (office)

herein, declare that:

1. I have knowledge of the affairs of the Applicant;
2. The Applicant is an employers' organization that represents employers who operate businesses in the construction industry.

Date (yyyy/mm/dd): 2024/11/01

If you are not submitting this form electronically, sign below.



Signature

☒ If you are submitting this form electronically, check this box in the place of your signature affirming your declaration.

## IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

### FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. La Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

### CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

### ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

### COLLECTION AND DISCLOSURE OF INFORMATION AND DOCUMENTS

Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. Personal information collected on this form and in written or oral submissions may be used and disclosed for the proper administration of the Board's governing legislation and case processing. In addition, the *Tribunal Adjudicative Records Act, 2019* requires that the Board make adjudicative records (which include applications filed and a listing of such applications) available to the public. The Board has the power to make part or all of an adjudicative record confidential. The *Freedom of Information and Protection of Privacy Act* may also address the treatment of personal information. More information is available on the Board's website [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca). If you have any questions concerning the collection of information or disclosure of adjudicative records, contact the Solicitors' Office at the number listed above or in writing to the OLRB, 505 University Ave., 2nd floor, Toronto, ON M5G 2P1.

### E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. **In the event of emergencies or other circumstances, the Board may post a Notice to Community on its website, which will prevail over the Rules of Procedure and Filing Guide. You should check the Board's website prior to filing.** Note that the e-filing system is not encrypted. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

### HEARINGS AND DECISIONS

Hearings are open to the public unless the Board decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and [www.canlii.org](http://www.canlii.org). Some summaries and decisions may be found on the Board's website.

Documents to be Delivered

Before filing your application with the Board, you must deliver the following documents to each Responding Party and Affected Party named in Part A of this application:

- A completed copy of this Application for Accreditation, Construction Industry (Form A-92), **including all documents you are filing with this form**; and
- A Notice to Responding Party and/or Affected Party of Application for Accreditation, Construction Industry (Form C-39) **with the names of the parties and the date inserted**.

**Note to each Responding Party and Affected Party:** The documents listed above should have been delivered to you by the Applicant. The applicable response/intervention form is **Form A-93**.

**Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.**

|   |                                   |
|---|-----------------------------------|
| <input checked="" type="checkbox"/> I have reviewed this form to confirm it is complete * | Date (yyyy/mm/dd) *<br>2024/11/01 |
|---|-----------------------------------|

## Certificate of Delivery

I, Karin Traeger, Legal Assistant,  
Name \* Title

certify that the documents identified above were delivered to each of the parties as set out below:

**Note: You must complete delivery information for each party separately.**

### Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered \*  
Labourers' International Union of North America, Local 183  
Attention: Graham Williamson, Counsel

Address or fax number to which the documents were delivered \*  
Email: gwilliamson@liuna183.ca ON CONSENT

### Method of delivery \*

☐ Hand Delivered ☐ Courier ☐ Fax ☐ Regular Mail ☒ Other

### Other Details \*

Please provide details as to whom, when and how the documents were delivered.  
Via email to gwilliamson@liuna183.ca ON CONSENT on November 1, 2024.



## File with the Board

- File the completed form and any attachments using a method permitted by the Board's Rules of Procedure.
- Save and Print a copy of your completed form and all attachments as the Board will not return them to you.
- To e-file, click the "Submit" button below. You will receive a confirmation email once the form has been successfully submitted.
- If you choose not to e-file, print this form by clicking on the "Print" button below and then file with the Board together with any attachments.

### For E-Filing only

You must provide a valid email address in order to file this form electronically so that a confirmation email may be sent to you. If you do not have a valid email address, file a paper copy of this form using an alternative method permitted by the Board's Rules of Procedure.

Submitted By:

First Name \*

Karin

Last Name \*

Traeger

Email Address \*

ktraeger@mathewsdinsdale.com

Confirm Email Address \*

ktraeger@mathewsdinsdale.com

# **Schedule A**

**Frontier Flooring Inc.**

## **COLLECTIVE AGREEMENT**

### **RESIDENTIAL CARPET, HARDWOOD, LAMINATE AND FLOOR COVERINGS**

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

BETWEEN:

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

(hereinafter called the "Union")

-and-

**FRONTIER FLOORING INC.**

("the "Employer" ")

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

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

#### **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - RECOGNITION**

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

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

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

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

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

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

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

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

3.03 When the Employer wishes to engage a new piecework employee they must be signatory to a Pieceworker Participation Agreement with the Union, and all members of the crew must be members of the Union in good standing. Prior to being assigned work, pieceworkers/subcontractors and their respective helpers must obtain a clearance slip



issued by the Union certifying that Pieceworker is signatory to the Pieceworker Participation Agreement and that all members of the crew are members of the Union in good standing. The Employer shall, on written request from the Union to the appropriate management authority, remove from the jobsite any Employee, Pieceworker/Subcontractor and their helpers who are not in possession of a valid clearance slip and shall not assign any further work to them without the consent of the Union.

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

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

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

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

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

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

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

## **ARTICLE 5 - HOURS OF WORK (HOURLY PAID EMPLOYEES)**

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

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

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



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

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

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

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

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

## **ARTICLE 6 - PRODUCTION PIECEWORK/SUBCONTRACTOR RATES**

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

6.02 It is understood that a pieceworker/subcontractor may engage helpers. The pieceworker/subcontractor must pay the helper in accordance with Schedule "B", "D" or Article 4 of Schedule "E" as applicable. Benefits and contributions submitted for pieceworkers shall be for all members of the crew, including any helpers.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

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



its intent to do so. Within ten (10) days of the delivery of such notice, the parties shall agree to proceed to arbitration on a mutually agreeable date with an arbitration board consisting of one of the arbitrators listed below.

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

Eli Gedalof

Jim Hayes

Laura Trachuk

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

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

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

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

## **ARTICLE 8 - UNION AND MANAGEMENT GRIEVANCES**

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

8.02 A Union Policy Grievance which is defined as an alleged violation of this Collective Agreement involving a number of employees in the bargaining unit, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward and it will be treated as any grievance and referred to arbitration in the same way as a grievance of any employee.

## **ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE**

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

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

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

## **ARTICLE 10 - BUSINESS REPRESENTATIVES**

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

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

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



the prior permission of the Company. The Company agrees that it will not unreasonably withhold such permission.

## **ARTICLE 11 - STEWARDS**

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

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

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

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

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

## **ARTICLE 12 - HOLIDAYS AND VACATIONS**

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

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

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

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

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

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

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

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

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

## **ARTICLE 13 - NO STRIKE – NO LOCK OUT**

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

## **ARTICLE 14 - SAFE WORKING CONDITIONS**

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



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

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

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

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

## **ARTICLE 15 - WORKERS' COMPENSATION**

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

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

## **ARTICLE 16 - PRODUCTIVITY**

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

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

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

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

## **ARTICLE 17 - SUBCONTRACTING OF WORK**

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

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

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

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



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

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

#### **ARTICLE 18 - BACK CHARGES**

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

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

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

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

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

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

18.05

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



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

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

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

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

## **ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.**

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

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

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

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

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

- (a) an Employer Contribution Report (Hourly), which shall include the names and Union Membership Numbers or Social Insurance Number of all hourly employees of the Company who performed work in the preceding month, and the hours worked in that month;
- (b) where the Company did not employ any hourly employees in the preceding month, the Company shall submit an Employer Contribution Report (Hourly) marked "NIL"; and
- (c) at the same time, or in any event by no later than the fifteenth (15<sup>th</sup>) day of the each month, the Company will provide a Remittance Form (Pieceworker) setting out the names of the pieceworker/subcontractor entities which performed work for it in the month preceding, together with copies of the Union pieceworker/subcontractor invoices, setting out the amounts paid to the pieceworkers/subcontractors and any other relevant information. At the same time as providing the Remittance the Company agrees to pay to the Union and the various Trust Funds all of the required dues, benefits and remittances which it has or is required to deduct and hold in trust as provided for in this Collective Agreement.

## **ARTICLE 20 - SEVERABILITY**

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

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



## **ARTICLE 21 - CONDITIONS OF EMPLOYMENT**

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

## **ARTICLE 22 - MAINTENANCE OF RATES AND ALLOWANCES**

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

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

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

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

## **ARTICLE 23 - SERVICEMEN/HANDYMEN**

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

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

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

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

#### **ARTICLE 24 – NOTICE OF PROJECT STARTS**

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

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

#### **ARTICLE 25 - NO BETTER AGREEMENT**

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

#### **ARTICLE 26 - TECHNOLOGICAL CHANGE**

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

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

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

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

#### **ARTICLE 27 - DURATION**

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

Signed and dated at Toronto, November 8<sup>th</sup>, 2019

#### **FOR THE UNION**

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
Jaime Cortez

  
\_\_\_\_\_  
Luis Camara

  
\_\_\_\_\_  
Joe Tersigni

#### **FOR THE COMPANY**

  
\_\_\_\_\_  
Angelo Federico



## Schedule "A"

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

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

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

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

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

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

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

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

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

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

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

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

**"The Heavy Engineering Agreement"**, being a Collective Agreement between the Heavy Construction Association of Toronto and Labourers' International Union of North America, Local 183.

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

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

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

**"The Fencing Agreement"**, being a Collective Agreement between various independent fencing contractors and Labourers' International Union of North America, Local 183.

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

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

## **SCHEDULE "B"**

### **HOURLY EMPLOYEES – CARPET INSTALLERS**

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

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

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

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

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

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

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



**Schedule "B" HOURLY EMPLOYEES – CARPET**

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

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

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

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

| Wage Classification          | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                              |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Learner 1 <sup>st</sup> Term | August 6, 2019 | \$17.17     | \$1.72       | \$2.35           | \$1.10  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$23.64 |
|                              | May 1, 2020    | \$17.47     | \$1.75       | \$2.45           | \$1.20  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$24.17 |
|                              | May 1, 2021    | \$17.84     | \$1.78       | \$2.55           | \$1.30  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$24.77 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Learner Helper      | August 6, 2019 | \$14.25     | \$1.43       | \$2.35           | \$1.10  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$20.43 |
|                     | May 1, 2020    | \$14.49     | \$1.45       | \$2.45           | \$1.20  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$20.89 |
|                     | May 1, 2021    | \$14.78     | \$1.48       | \$2.55           | \$1.30  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.05      | 1%                 | \$0           | \$21.41 |



## **Schedule "C"**

### **Pieceworker/Subcontractor Schedule Carpet Installation**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service or repair of carpet, underpad and related materials covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 The parties agree that a pieceworker/subcontractor entity will consist of not more than two (2) individuals, who actually perform work, working as a sole proprietorship, in partnership or through a corporation, such individuals being referred to as a "piecework crew leader". A piecework crew leader may engage a helper or learner to assist them in their work.

1.03 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.04 The parties agree that any pieceworker/subcontractor herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union and obtain a valid union clearance slip.

1.05 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ on an hourly basis a helper/learner as may be required, and that helper/learner shall be paid the applicable hourly rate set out in Schedule "B" to this Collective Agreement.

#### **ARTICLE 2 - WAGES AND BENEFITS**

2.01 Subject to Article 2.02 the Company shall maintain WSIB coverage for all carpet installers, including pieceworkers and their helpers/Learners.

2.02 If the pieceworker/subcontractor is required to obtain and maintain coverage under the Workplace Safety & Insurance Act including a clearance certificate for themselves and their respective helpers, then the pieceworker/subcontractor shall pay the Workplace Safety & Insurance Board ("WSIB") the applicable premium to acquire the clearance certificate and maintain coverage under the Workplace Safety & Insurance Act, and the following shall apply:

### *Reimbursement*

(a) In addition to the contract price, the Company will pay the pieceworker/subcontractor an amount equivalent to the value of the required WSIB premium for each contract performed by the pieceworker/subcontractor, for the Company, based upon the basic WSIB premium rate for the Inside Finishing Rate Group No. 719 established for the year by the WSIB ("basic WSIB premium rate"). The required WSIB premium is calculated by applying the basic WSIB premium rate to the pieceworker/subcontractor's gross invoice addressed to and payable by the Company. (For 2019, the WSIB established the basic rate group premium rate for carpet laying as 3.59%).

(b) If the pieceworker/subcontractor is entitled to a discount of the basic WSIB premium rate based on the pieceworker/subcontractor's performance, the pieceworker/subcontractor shall be entitled to retain the difference between the basic WSIB premium rate and the discount rate. The pieceworker/subcontractor shall also be required to pay any premium rate surcharge assessed over and above the basic WSIB premium rate. The Company shall continue to pay to the pieceworker/subcontractor the required WSIB premium, based upon the basic WSIB premium rate, as calculated above, inserted on the invoice produced by the pieceworker/subcontractor but shall not be required to reimburse for any premium rate surcharges or be entitled to any discount to the basic WSIB premium rate.

(c) The Company will not be required to pay benefits or any other amounts in connection with a WSIB premium payment.

(d) It is understood that the WSIB Reimbursement will be paid on each invoice. The Pieceworker/Subcontractor will list the WSIB Reimbursement on the invoice, and the Company will list the amount paid with respect to the WSIB Reimbursement on the cheque stub.

2.03 The Company shall pay the pieceworker no less than the production rates set out in this Schedule, including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

2.04 It is agreed that where the Employer assigns work on a piecework basis which pays less than one hundred and fifty dollars (\$150.00) for the day, there will be an additional charge of thirty dollars (\$30.00) for any work in the City of Toronto and sixty dollars (\$60.00) for work outside of the City of Toronto.

2.05 If there will not be work for a piecework crew the following day, the Employer shall call pieceworkers by no later than 3:00 p.m. the working day before to advise them not to attend at work the next day.

2.06 The following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in this schedule where the job site is outside of the area bounded by the Port of Newcastle in the east; Big Bay Point in



the north; Burlington in the southwest; Little Britain in the northeast; Orangeville in the northwest; and Milton in the west:

|  |                 |
|--|-----------------|
| Peterborough                                   | \$0.29 per yard |
| Kitchener                                      | \$0.29 per yard |
| St. Catharines / Welland/<br>Niagara/Brantford | \$0.44 per yard |
| Wasaga Beach                                   | \$0.29 per yard |
| Waterloo                                       | \$0.29 per yard |
| Dundas   | \$0.29 per yard |
| Ancaster                                       | \$0.29 per yard |
| Barrie   | \$0.11 per yard |

The additional amount to be paid in respect of work in areas not specifically listed above will be agreed to in advance by the Company and the Union prior to work commencing.

2.07 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "B" or "C" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

2.08 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule B Rate Sheet, shall apply.

### **ARTICLE 3 - INVOICING**

3.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

3.02 The Standard union form invoice (Schedule "G") must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers and/or Social Insurance Numbers of all persons who performed any work set out in the invoice;

- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable;
- c) The total yardage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule C.

#### **ARTICLE 4 - HOLDBACK ACCOUNTS**

4.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

4.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew engaged after the introduction of this Collective Agreement. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than fifteen percent (15%) of any invoice for holdback and/or back charges.

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

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

4.05 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may



thereafter take steps to replenish the holdback account, subject to the provisions of Article 4.02 above.

4.06 All holdback monies will be returned to the pieceworker/subcontractor sixteen (16) months after they last performed work for the Company. With respect to any deficiency notices issued under Article 18.02(a) of the master portion of the Collective Agreement which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the pieceworker/subcontractor.

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

## **ARTICLE 5 - TOOLS**

5.01 Pieceworkers/subcontractors engaged under this Schedule shall supply and maintain all necessary tools to perform the work referred to herein. The Company will maintain its current practice of supplying power stretchers and other items which are not commonly supplied or regularly used by the pieceworker/subcontractor. The necessary tools include the following:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
|                   | Safety Glasses                          |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

## **ARTICLE 6 - SERVICEMAN / REPAIRMAN**

6.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement;



- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 3 of this Schedule;

6.02 The Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. Specialized tools, not listed below, shall be provided by the Company without charge to the /Serviceman/Repairman. The tools to be provided by the Serviceman/Repairman are:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
| Safety Glasses    |   |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

The Company shall continue its current practice of providing power stretchers to the Serviceman/Repairman, where required.

6.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule C Rate Sheet - Carpet for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the

Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;

- (d) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

6.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule "B" (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "C" Rate Schedule Carpet  
Pieceworker / Sub-contractor Rates**

|    |   | August 6, 2019 | May 1, 2020 | May 1, 2021 |
|----|---|----------------|-------------|-------------|
| 1  | Standard Carpet (Up to 40oz)                                  | \$3.11         | \$3.17      | \$3.23      |
| 2  | Upgrade - Regular (Over 40 oz)                                | \$3.22         | \$3.29      | \$3.35      |
| 3  | Upgrade - Pattern   | \$3.58         | \$3.65      | \$3.72      |
| 4  | Berber and Sisal  | \$3.44         | \$3.51      | \$3.58      |
| 5  | Box Stair (per step)  | \$2.76         | \$2.81      | \$2.87      |
| 6  | Cap/Pie Cap Stair (per step)                                  | \$9.99         | \$10.19     | \$10.39     |
| 7  | Bound Runner (installation only)                              | \$99.84        | \$101.83    | \$103.87    |
| 8  | runner (edges turned under)                                   | \$9.99         | \$10.19     | \$10.39     |
| 9  | Wraparound Runner   | \$8.83         | \$9.01      | \$9.19      |
| 10 | Wraparound Cap  | \$13.53        | \$13.80     | \$14.07     |
| 11 | Each Bullnose   | \$11.10        | \$11.32     | \$11.55     |
| 12 | Rail (per linear foot)  | \$1.50         | \$1.50      | \$1.50      |
| 13 | Baseboard (per linear foot)                                   | \$0.55         | \$0.56      | \$0.57      |
| 14 | Each Stringer   | \$1.08         | \$1.10      | \$1.12      |
| 15 | Boarder - Tape (per linear foot)                              | \$1.08         | \$1.10      | \$1.12      |
| 16 | Boarder – Glued down (per linear foot)                        | \$1.12         | \$1.14      | \$1.17      |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                | \$3.02         | \$3.08      | \$3.14      |
| 18 | Glue Down Corridors & Amenities (standard carpet per sq. yd.) | \$3.88         | \$3.95      | \$4.03      |
| 19 | Glue Down Corridors & Amenities (pattern carpet per sq. yd.)  | \$4.46         | \$4.55      | \$4.64      |
| 20 | Double Glue Down (standard carpet per sq. yd.)                | \$5.33         | \$5.44      | \$5.55      |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                 | \$5.45         | \$5.56      | \$5.67      |
| 22 | Corridors Stretched In (plain carpet)                         | \$3.52         | \$3.59      | \$3.66      |
| 23 | Corridors Stretched In (pattern carpet)                       | \$4.06         | \$4.14      | \$4.22      |
| 24 | Lift Carpet Only (glue down)                                  | \$1.08         | \$1.10      | \$1.12      |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.)                     | \$1.08         | \$1.10      | \$1.12      |
| 26 | Lift Carpet / Dispose (per sq. yd.)                           | \$0.54         | \$0.55      | \$0.56      |
| 27 | Remove / Replace Furniture (per sq yd.)                       | \$1.08         | \$1.10      | \$1.12      |
| 28 | CarpetTile  | negotiable     | negotiable  | negotiable  |
| 29 | Hourly rate Pieceworker/Subcontractor (While on site)         | \$30.60        | \$31.21     | \$31.84     |
| 30 | Hourly rate Serviceman (With Own Truck)                       | \$35.70        | \$36.41     | \$37.14     |
| 31 | Hourly rate Serviceman (With Company Truck)                   | \$28.56        | \$29.13     | \$29.71     |
| 32 | Load / Unload Rate  | \$66.30        | \$67.63     | \$68.98     |

**\*\*NOTE:** These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Employer.

**Note 2:** A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless installation beginning May 1, 2021, when material is required to be installed on concrete.



In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 18 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | August 6, 2019 | May 1, 2020 | May 1, 2021 |
|------------------------------|----------------|-------------|-------------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>6.25%</b>   | <b>6.5%</b> | <b>7%</b>   |

## **SCHEDULE "D"**

### **HOURLY EMPLOYEES – HARDWOOD AND LAMINATE INSTALLERS**

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

1.02 It is agreed that helpers/learners employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or an hourly person employed as a Journeyman Installer.

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

1.04 It is agreed that a Helper shall be an employee new to the industry, and may be kept at that level for up to six hundred (600) hours, after which they shall be progressed to the level and rate of Learner 1. A Learner 1 may be kept at that level for up to twelve hundred (1200) hours, after which they shall be progressed to the level and rate of Learner 2. A Learner 2 may be kept at that level until they are ready to progress to a full installer.

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

|                        |              |
|------------------------|--------------|
| New Helper (600 hours) | 50% of Rate  |
| Learner 1 (1200 hours) | 65% of Rate  |
| Learner 2 (1200 hours) | 85% of Rate  |
| Journeyman/Service man | 100% of Rate |

1.05 It is recognized that the rates for Helpers, Learners and Installers are minimum rates and it shall not be a violation of this Agreement to pay above the rates.

**Schedule "D" HOURLY EMPLOYEES – HARDWOOD AND LAMINATE**

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                           |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Journeyman and Serviceman | August 6, 2019 | \$29.96     | \$3.00       | \$2.35           | \$0.60  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$37.16 |
|                           | May 1, 2020    | \$30.55     | \$3.05       | \$2.45           | \$0.70  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$38.00 |
|                           | May 1, 2021    | \$31.23     | \$3.12       | \$2.55           | \$0.80  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$38.95 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Utility Man         | August 6, 2019 | \$23.52     | \$2.35       | \$2.35           | \$0.60  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$30.07 |
|                     | May 1, 2020    | \$23.95     | \$2.40       | \$2.45           | \$0.70  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$30.75 |
|                     | May 1, 2021    | \$24.47     | \$2.45       | \$2.55           | \$0.80  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$31.52 |



|                                 |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|---------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification             | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br>2 <sup>nd</sup> Year | August 6, 2019 | \$25.45     | \$2.55       | \$2.35           | \$0.60  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$32.20 |
|                                 | May 1, 2020    | \$25.93     | \$2.59       | \$2.45           | \$0.70  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$32.92 |
|                                 | May 1, 2021    | \$26.49     | \$2.65       | \$2.55           | \$0.80  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$33.74 |

|                                 |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|---------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification             | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br>1 <sup>st</sup> Year | August 6, 2019 | \$19.44     | \$1.94       | \$2.35           | \$0.60  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$25.58 |
|                                 | May 1, 2020    | \$19.78     | \$1.98       | \$2.45           | \$0.70  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$26.16 |
|                                 | May 1, 2021    | \$20.19     | \$2.02       | \$2.55           | \$0.80  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$26.81 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Helper              | August 6, 2019 | \$14.93     | \$1.49       | \$2.35           | \$0.60  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$20.62 |
|                     | May 1, 2020    | \$15.16     | \$1.52       | \$2.45           | \$0.70  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$21.08 |
|                     | May 1, 2021    | \$15.46     | \$1.55       | \$2.55           | \$0.80  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$21.61 |

## **Schedule "E"**

### **Pieceworker/Subcontractor Schedule Hardwood and Laminate**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service and repair of hardwood and laminate flooring, and related materials, covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.03 The parties agree that any pieceworker/subcontractor herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.04 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker/subcontractor may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ such helpers or employees as may be necessary to perform the work

#### **ARTICLE 2 - INSURANCE AND STANDARDS OF WORK**

2.01 All pieceworkers/subcontractors engaged under this Schedule must maintain WSIB coverage for the pieceworker/subcontractors and all helpers/employees. The Pieceworker must provide the Company with a WSIB Clearance certificate confirming coverage, and replace that certificate each time it is renewed.

2.02 The Company may require that pieceworkers/subcontractors obtain and maintain a minimum of one million dollars (\$1,000,000.00) in general liability insurance which will respond to third party claims relating to property damage and/or personal injury. This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement and were not required to provide such insurance. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.



### ARTICLE 3 - WAGES AND BENEFITS

3.01 For all work, except as provided for in 3.03 below, the Company shall pay the pieceworker no less than the production rates set out in this Schedule (Schedule "E"), including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

3.02 There shall be a free travel zone of 65km calculated on a radius from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario. For all work outside of the free travel zone, the following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in Schedule "E":

- Seventy dollars (\$70.00) per crew per day when the pieceworker/subcontractor is required to travel to a site that is beyond sixty five kilometers and up to seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario ; and
- Where the pieceworker/subcontractor is required to travel to a site that beyond a seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario, the travel allowance will be negotiated with the pieceworker/subcontractor prior to commencing work, and shall be listed on the work order and initialed by the Company and the Pieceworker.

3.03 It is agreed that these special provisions apply to work in apartment, condominium buildings, or stacked units with a hoist (and do not apply to lowrise housing, or townhomes) rather than the rates in Article 3.01 and the attached rate sheet where the work is assigned by the floor or by the whole building,

Where the Employer assigns work to the pieceworker/subcontractor by a floor, or by the whole building,

(a) Prior to commencing work the Employer and the Pieceworker shall agree to the price to be paid to the pieceworker, and whether the price shall be calculated by the square foot, or by the floor or unit;

(b) The Employer shall deliver the materials to the jobsite where work is to be performed. If materials are not delivered, the Employer shall also pay a delivery charge to the Pieceworker. In the event that there is a delay, scheduling conflict, or any other issue with the hoist, it shall be the responsibility of the Employer to contact the builder to attempt to rectify the issue;

(c) The Pieceworker shall be entitled to invoice for work on the project weekly where paid by the square footage, or be entitled to weekly advances where paid by the floor or unit;

(d) The agreement shall be reduced to writing and signed by the Employer and the Pieceworker, and a copy shall be provided to the Union and shall thereafter be enforceable under this Collective Agreement;

(e) In addition the piecework rates, the Employer shall also be required to pay the remittances and contributions under this Schedule at the amounts otherwise applicable under this Schedule.

(f) The other provisions of this Schedule shall apply except as may be necessarily modified to give effect to the subparagraph herein.

3.04 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made in respect of employees, pieceworkers/subcontractors and their respective helpers/learners under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "D" or "E" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

3.05 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule "E" Rate Sheet, shall apply.

#### **ARTICLE 4 - PAYMENT OF HELPERS/ PARTNERS**

4.01 It is understood that a pieceworker may employ partners or helpers to assist in the performance of the work assigned to the pieceworker. Such partners or helpers shall be compensated for their work on the following basis:

(a) If employed on an hourly basis, the partner or helper shall be paid no less than the hourly rate set out in Schedule "D" to this Agreement;

(b) If the pieceworker and their partners or helpers have agreed to an alternate method of compensation then they shall do so in writing and a copy shall be filed with the Union together with the Pieceworker Participation Agreement and shall be enforceable;

(c) If there is no agreement filed in accordance with subparagraph (b), then subparagraph (a) shall be deemed to apply.

4.02 The pieceworker shall be required to list all persons who performed work on each invoice submitted to the Employer. It is understood that any remittances made by the Employer on behalf of dues, benefits and contributions under this Collective Agreement shall be divided equally amongst the members of the crew.



## **ARTICLE 5 - INVOICING**

5.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

5.02 The Standard Union Invoice which must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers of all persons who performed any work set out in the invoice;
- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable, and the date upon which work was performed;
- c) The square footage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule "E".

## **ARTICLE 6 - PIECEWORKER RATES**

6.01 The Parties agree that production pieceworkers shall be paid in accordance with the Schedule "E" Rate Schedule – Hardwood and Laminate.

6.02 With respect to every piecework invoice rendered, the Company shall pay an additional percentage amount as set out in the Schedule "E" Rate Sheet – Hardwood and Laminate plus applicable taxes, which shall then be remitted to the Union for the provision of various contributions and benefits as provided for in this Schedule and in the Collective Agreement for the pieceworkers/subcontractors and their respective helpers/learners ("the Contributions"). The parties agree that all contributions, are to be calculated prior to any back charges or deductions, including any deductions for material under Article 17.04, and are to be paid in addition to and calculated upon, the amount of all invoices, before taxes and HST.

## **ARTICLE 7 - HOLDBACK ACCOUNTS**

7.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the



pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

7.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than ten (10%) of any invoice for holdback and/or back charges.

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

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

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

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

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

## ARTICLE 8 - SERVICEMAN / REPAIRMAN

8.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement with the Union;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 5 of this Schedule.

8.02 The Piecework Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. .

8.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule "E" Rate Sheet – Hardwood and Laminate for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) if the Company does not supply the materials necessary to perform the work, the Serviceman/Repairman shall be entitled to invoice those materials to the Company at cost, with the provision of all requisite bills;
- (e) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

8.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule

E (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.



**Schedule "E" Rate Schedule Hardwood and Laminate  
Pieceworker / Sub-contractor Rates**

| <b>Schedule "E" Rate Schedule Hardwood and Laminate</b>   | <b>August 6, 2019</b> | <b>May 1, 2020</b> | <b>May 1, 2021</b> |
|---|-----------------------|--------------------|--------------------|
| Solid / Engineered naildown (all sizes)   | \$1.28                | \$1.31             | \$1.33             |
| Solid / Engineered naildown (all sizes) with application of Aquabar B (or other similar vapour barrier approved by the Company) See Note F. | \$1.43                | \$1.46             | \$1.49             |
| Engineered / Laminate Floating (Low-rise)   | \$0.71                | \$0.72             | \$0.73             |
| Engineered / Laminate Floating (High-rise)  | \$0.61                | \$0.62             | \$0.63             |
| Engineered Glue Down  | \$1.22                | \$1.25             | \$1.27             |
| Herringbone (new item)  | \$2.00                | \$2.00             | \$2.00             |
| 45 degree (premium above standard rates) (new item)   | \$0.45                | \$0.45             | \$0.45             |
| Engineered Double Glue Down   | \$1.68                | \$1.71             | \$1.74             |
| Installation on landings (up to 15 sq ft) (complete – per landing) (new item)   | \$50.00               | \$50.00            | \$50.00            |
| Installation on landings (15-30 sq ft) (complete – per landing) (new item)  | \$75.00               | \$75.00            | \$75.00            |
| Hourly rate (while on site)   | \$37.74               | \$38.49            | \$39.26            |
| Serviceman/ Repairman (hourly rate)   | \$37.74               | \$38.49            | \$39.26            |
| Serviceman/ Repairman (hourly rate – With Company Truck)  | \$28.74               | \$29.49            | \$30.26            |

**Notes to Schedule E**

- A. Adhesive and all other accessories included in the rates above. Pieceworker/Subcontractor must purchase Adhesive and Underlayments from the Company/Principal, which will be supplied by the Company at cost.
- B. Pieceworker/Subcontractor to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker/ Subcontractor for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Solid / Engineered naildown (all Sizes) with application of Aquabar B. This rate includes:
  - i. The purchase of the Vapour barrier from the Company at the Company's cost, as per past practice;
  - ii. The Plywood preparation, sanding of the subfloor joints;

- iii. The application of underlay bona 851 or similar at all transitions, (approved and supplied by the Company at no cost); and
  - iv. The covering and taping the floor (cardboard and tape are to be supplied by the company at no cost).
- G. Landing Rates above only apply when Pieceworker/Subcontractor are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                          | <b>August 6, 2019</b> | <b>May 1, 2020</b> | <b>May 1, 2021</b> |
|--------------------------|-----------------------|--------------------|--------------------|
| <b>Contribution Rate</b> | <b>4.25%</b>          | <b>4.5%</b>        | <b>5%</b>          |



# Carpet and Hardwood Sector

## Deficiency Notice

Date D

Prepared by Company / Main Contractor

Subcontractor / Pieceworker

Builder

Location Lot Number

### Service Required

#### Explanation of Deficiency

### Remedy and Estimate of Repair

| 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 7 working days or as per the scheduled date of \_\_\_\_\_
- ☐ Option 2. The undersigned subcontractor / pieceworker does not wish to do the repair but rather have the company do the work and backcharge the subcontractor / pieceworker directly as per the above estimate.
- ☐ Option 3. I, the named subcontractor / pieceworker, have inspected the deficiency with \_\_\_\_\_ for which I do not accept responsibility for the following reasons:  
[ please note ] \_\_\_\_\_

Deficiency Notice received by subcontractor / pieceworker on:

(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

1263 Wilson Avenue, Suite 200, Toronto, Ontario M1M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunatlocal183.ca

28NOV2016



## Schedule G



# LIUNA! LOCAL 183

*Feel the Power*

## Carpet and Hardwood Sector: Notice of Job Sites

### General Information

Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Job Site Details

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

28NOV2016

# **Schedule A**

**Broadway Hardwood Flooring Ltd.**

## **COLLECTIVE AGREEMENT**

### **RESIDENTIAL CARPET, HARDWOOD, LAMINATE AND FLOOR COVERINGS**

THIS AGREEMENT effective March 1, 2017 to April 30, 2019.

BETWEEN:

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

(hereinafter called the "Union")

-and-

**BROADWAY HARDWOOD FLOORING LTD.**

("the "Employer" ")

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

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

#### **ARTICLE 1 - PURPOSE**

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

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



## **ARTICLE 2 - RECOGNITION**

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

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

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

2.04 Except where Article 2.03 applies, it is agreed that when employees and pieceworkers/subcontractors who are employed under this Collective Agreement are performing work outside of the bargaining unit in Article 2.01 and 2.02 they will continue to receive the protections of this Collective Agreement, and the Company shall continue to pay the wage rates and/or piecework rates as set out herein, including the requirement to pay remittances and contributions in respect of union dues, pension, health and welfare and the other funds as set out herein.

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

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

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

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

3.03 When the Employer wishes to engage a new piecework employee they must be signatory to a Pieceworker Participation Agreement with the Union, and all members of the crew must be members of the Union in good standing. Prior to being assigned work, pieceworkers/subcontractors and their respective helpers must obtain a clearance slip issued by the Union certifying that Pieceworker is signatory to the Pieceworker Participation Agreement and that all members of the crew are members of the Union in good standing.

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

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

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

#### **ARTICLE 4 - MANAGEMENT RIGHTS**

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

- (a) Conduct and determine the nature of its business in all respects in accordance with its commitments and responsibilities, including the right to manage jobs, locate, extend, curtail or cease operations, to determine the number of men required at any or all operations, to assign work, to determine the number of employees and pieceworkers, to determine the times and locations of machines, tools and equipment

to be used and the schedules of production, to judge the qualifications of the employees and to maintain order, discipline and efficiency;

- (b) Hire, discharge, classify, transfer, promote, demote, layoff, suspend or otherwise discipline employees, pieceworkers/subcontractors, and their respective helpers/learners, provided that a claim by an employee, pieceworker/subcontractor or helper/ learners that has been disciplined or discharged without just cause shall be subject to the provisions of the grievance procedure;
- (c) Make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by employees, pieceworkers/subcontractors and their respective helpers/learners.

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

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

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

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

## **ARTICLE 5 - HOURS OF WORK (HOURLY PAID EMPLOYEES)**

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

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

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

- (a) Name of the Employer and the employee;
- (b) The pay period;
- (c) The total hours worked at straight time;



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

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

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

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

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

## **ARTICLE 6 - PRODUCTION PIECEWORK/SUBCONTRACTOR RATES**

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

6.02 It is understood that a pieceworker/subcontractor may engage helpers. The pieceworker/subcontractor must pay the helper in accordance with Schedule "B", "D" or Article 4 of Schedule "E" as applicable. Benefits and contributions submitted for pieceworkers shall be for all members of the crew, including any helpers.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

7.04 Time limits in the grievance procedure are mandatory. Any grievance not submitted or processed within the time limits provided for herein shall be deemed to have been settled, abandoned, or withdrawn. Any discussions or meetings will be scheduled at mutually agreeable times. Where a difference arises between any of the parties hereto relating to the interpretation, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, either party may, after exhausting the grievance procedure described above, notify the other party of its desire to proceed to arbitration. A party proceeding to final and binding arbitration shall provide written notice to the other of its intent to do so. Within ten (10) days of the delivery of such notice, the parties shall agree to proceed to arbitration on a mutually agreeable date with an arbitration board consisting of one of the arbitrators listed below.

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

Eli Gedalof

Jim Hayes

Laura Trachuk

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

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

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

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

## **ARTICLE 8 - UNION AND MANAGEMENT GRIEVANCES**

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

8.02 A Union Policy Grievance which is defined as an alleged violation of this Collective Agreement involving a number of employees in the bargaining unit, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward and it will be treated as any grievance and referred to arbitration in the same way as a grievance of any employee.

## **ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE**

9.01 All direct hourly employees, including servicemen/handymen shall be paid their applicable hourly rate for all hours of work, including travel from the Employer's shop to



jobsites, between jobsites, and returning from job sites to the shop. Employees who start or end their work day at a jobsite and not the Employer's shop shall only be paid travel time between jobsites and not to or from the first and final jobsite of the day.

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

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

## **ARTICLE 10 - BUSINESS REPRESENTATIVES**

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

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

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

## **ARTICLE 11 - STEWARDS**

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

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

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

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

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

## **ARTICLE 12 - HOLIDAYS AND VACATIONS**

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

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

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

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

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

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

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

(b) Subject to Schedule E, Article 4, with respect to the helpers/learners of production pieceworkers/subcontractors, the pieceworker shall pay to their helper the Vacation Pay and Statutory Holiday Pay provided for in Article 13.04, at the same time as their wages.

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

## **ARTICLE 13 - NO STRIKE - NO LOCK OUT**

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

## **ARTICLE 14 - SAFE WORKING CONDITIONS**

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

14.02 The Company and the Union shall comply with their obligations under the *Occupational Health and Safety Act* and its regulations. The Company agrees that it will not



be a violation of this Agreement if an employee, pieceworker/subcontractor and their respective helpers/learners covered by this Agreement refuse to work due to unsafe conditions. The Company shall hold safety meetings on a regular basis to discuss on-site issues.

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

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

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

#### **ARTICLE 15 - WORKERS' COMPENSATION**

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

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

#### **ARTICLE 16 - PRODUCTIVITY**

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

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

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

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

## **ARTICLE 17 - SUBCONTRACTING OF WORK**

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

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

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

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

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

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

## **ARTICLE 18 - BACK CHARGES**

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

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

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



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

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

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

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

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

18.06 Where the entire work assigned has not been completed due to mistakes with respect to materials or quantity of materials, the completion shall be assigned to a serviceman. If, however, the Employer requires the original pieceworker/subcontractor to re-attend and complete the house or unit, they shall be entitled to a minimum charge of \$150.00, plus the square footage.

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

#### **ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.**

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

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

19.03 With respect to pieceworkers/subcontractors and their helpers/learners the Company agrees to pay, deduct and remit to the Union and its applicable Trust Funds, such contributions as are designated by the Union, and at the percentage rate set out in Schedule "C" or "E" for all work invoiced, calculated on the total amount paid prior to HST or any deduction for materials, holdback or backcharge, with respect to: Health and Welfare Benefits; Labourers' Pension Fund of Central and Eastern Canada,; Training; Pre-Paid Legal

Plan; Central and Eastern Canada Organizing Fund; Promotion Fund; and Vacation and Holiday Pay Fund.

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

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

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

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

## **ARTICLE 20 - SEVERABILITY**

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

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



## **ARTICLE 21 - CONDITIONS OF EMPLOYMENT**

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

## **ARTICLE 22 - MAINTENANCE OF RATES AND ALLOWANCES**

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

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

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

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

## **ARTICLE 23 - SERVICEMEN/HANDYMEN**

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

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

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

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

#### **ARTICLE 24 – NOTICE OF PROJECT STARTS**

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

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

#### **ARTICLE 25 - NO BETTER AGREEMENT**

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

#### **ARTICLE 26 - TECHNOLOGICAL CHANGE**

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

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

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

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

#### **ARTICLE 27 - DURATION**

27.01 The Parties agree that this Collective Agreement shall be in effect from March 1, 2017 until April 30<sup>th</sup>, 2019 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision of the Agreement within one hundred and eighty (180) days of April 30, 2019 or and like period in any third year thereafter.

Signed and dated at <sup>Toronto</sup> ~~Vaughan~~, <sup>APRIL 25<sup>TH</sup></sup> ~~March~~, 2017 <sup>D.N.</sup>

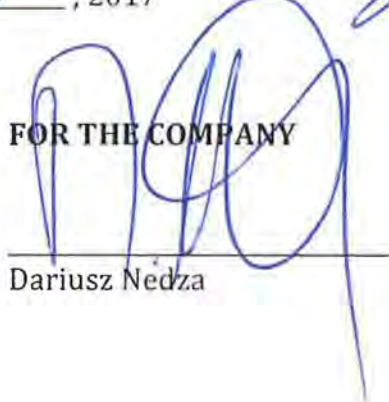
**FOR THE UNION**

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
Luis Camara

  
\_\_\_\_\_  
Joe Tersigni

**FOR THE COMPANY**

  
\_\_\_\_\_  
Dariusz Nedza



## Schedule "A"

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

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

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

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

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

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

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

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

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

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

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

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

**"The Heavy Engineering Agreement"**, being a Collective Agreement between the Heavy Construction Association of Toronto and Labourers' International Union of North America, Local 183.

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

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

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

**"The Fencing Agreement"**, being a Collective Agreement between various independent fencing contractors and Labourers' International Union of North America, Local 183.

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

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

## **SCHEDULE "B"**

### **HOURLY EMPLOYEES – CARPET INSTALLERS**

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

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

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

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

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

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

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



**Schedule "B" HOURLY EMPLOYEES - CARPET**  
**Rate Increase On signing - 3.5% May 1, 2018 - 3.5%**

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Master              | Current Rate   | \$30.64     | \$3.06       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$37.70 |
| Installer           | On Signing     | \$31.56     | \$3.16       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0            | \$39.02 |
|                     | May 1, 2018    | \$32.58     | \$3.26       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0            | \$40.39 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Journeyman          | Current Rate   | \$26.64     | \$2.66       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$33.30 |
| Serviceman          | On Signing     | \$27.43     | \$2.74       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0            | \$34.47 |
|                     | May 1, 2018    | \$28.29     | \$2.83       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0            | \$35.68 |

|                                     |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |               | Total   |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC-Employee |         |
| Learner<br><br>3 <sup>rd</sup> Term | Current Rate   | \$22.64     | \$2.26       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0           | \$28.90 |
|                                     | On Signing     | \$23.28     | \$2.33       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0           | \$29.91 |
|                                     | May 1, 2018    | \$24.01     | \$2.40       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0           | \$30.96 |

|                                     |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |               | Total   |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC-Employee |         |
| Learner<br><br>2 <sup>nd</sup> Term | Current Rate   | \$19.98     | \$2.00       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0           | \$25.98 |
|                                     | On Signing     | \$20.54     | \$2.05       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0           | \$26.89 |
|                                     | May 1, 2018    | \$21.16     | \$2.12       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0           | \$27.83 |

|                                     |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br><br>1 <sup>st</sup> Term | Current Rate   | \$15.98     | \$1.60       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$21.58 |
|                                     | On Signing     | \$16.40     | \$1.64       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0            | \$22.34 |
|                                     | May 1, 2018    | \$16.88     | \$1.69       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0            | \$23.12 |

|                       |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|-----------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification   | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br><br>Helper | Current Rate   | \$13.32     | \$1.33       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$18.65 |
|                       | On Signing     | \$13.64     | \$1.36       | \$2.25           | \$0.75  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 0%                 | \$0            | \$19.30 |
|                       | May 1, 2018    | \$14.03     | \$1.40       | \$2.25           | \$1.00  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0.5       | 1%                 | \$0            | \$19.98 |



## **Schedule "C"**

### **Pieceworker/Subcontractor Schedule Carpet Installation**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service or repair of carpet, underpad and related materials covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 The parties agree that a pieceworker/subcontractor entity will consist of not more than two (2) individuals, who actually perform work, working as a sole proprietorship, in partnership or through a corporation, such individuals being referred to as a "piecework crew leader". A piecework crew leader may engage a helper or learner to assist them in their work.

1.03 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.04 The parties agree that any pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.05 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ on an hourly basis a helper/learner as may be required, and that helper/learner shall be paid the applicable hourly rate set out in Schedule "B" to this Collective Agreement.

#### **ARTICLE 2 - WAGES AND BENEFITS**

2.01 Subject to Article 2.02 the Company shall maintain WSIB coverage for all carpet installers, including pieceworkers and their helpers/Learners.

2.02 If the pieceworker/subcontractor is required to obtain and maintain coverage under the Workplace Safety & Insurance Act including a clearance certificate for themselves and their respective helpers, then the pieceworker/subcontractor shall pay the Workplace Safety & Insurance Board ("WSIB") the applicable premium to acquire the clearance certificate and maintain coverage under the Workplace Safety & Insurance Act, and the following shall apply:

### *Reimbursement*

(a) In addition to the contract price, the Company will pay the pieceworker/subcontractor an amount equivalent to the value of the required WSIB premium for each contract performed by the pieceworker/subcontractor, for the Company, based upon the basic WSIB premium rate for the Inside Finishing Rate Group No. 719 established for the year by the WSIB ("basic WSIB premium rate"). The required WSIB premium is calculated by applying the basic WSIB premium rate to the pieceworker/subcontractor's gross invoice addressed to and payable by the Company. (For 2015, the WSIB established the basic rate group premium rate for carpet laying as 7.51%).

(b) If the pieceworker/subcontractor is entitled to a discount of the basic WSIB premium rate based on the pieceworker/subcontractor's performance, the pieceworker/subcontractor shall be entitled to retain the difference between the basic WSIB premium rate and the discount rate. The pieceworker/subcontractor shall also be required to pay any premium rate surcharge assessed over and above the basic WSIB premium rate. The Company shall continue to pay to the pieceworker/subcontractor the required WSIB premium, based upon the basic WSIB premium rate, as calculated above, inserted on the invoice produced by the pieceworker/subcontractor but shall not be required to reimburse for any premium rate surcharges or be entitled to any discount to the basic WSIB premium rate.

(c) The Company will not be required to pay benefits or any other amounts in connection with a WSIB premium payment.

(d) It is understood that the WSIB Reimbursement will be paid on each invoice. The Pieceworker/Subcontractor will list the WSIB Reimbursement on the invoice, and the Company will list the amount paid with respect to the WSIB Reimbursement on the cheque stub.

2.03 The Company shall pay the pieceworker no less than the production rates set out in this Schedule, including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

2.04 It is agreed that where the Employer assigns work on a piecework basis which pays less than one hundred and fifty dollars (\$150.00) for the day, there will be an additional charge of thirty dollars (\$30.00) for any work in the City of Toronto and sixty dollars (\$60.00) for work outside of the City of Toronto.

2.05 If there will not be work for a piecework crew the following day, the Employer shall call pieceworkers by no later than 3:00 p.m. the working day before to advise them not to attend at work the next day.

2.06 The following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in this schedule where the job site is outside of the area bounded by the Port of Newcastle in the east; Big Bay Point in

the north; Burlington in the southwest; Little Britain in the northeast; Orangeville in the northwest; and Milton in the west:

|   |                 |
|---|-----------------|
| Peterborough                                    | \$0.22 per yard |
| Kitchener                                       | \$0.22 per yard |
| St. Catharines / Welland /<br>Niagara/Brantford | \$0.44 per yard |
| Wasaga Beach                                    | \$0.22 per yard |
| Waterloo  | \$0.22 per yard |
| Dundas  | \$0.22 per yard |
| Ancaster  | \$0.22 per yard |
| Barrie  | \$0.11 per yard |

The additional amount to be paid in respect of work in areas not specifically listed above will be agreed to in advance by the Company and the Union prior to work commencing.

2.07 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "B" or "C" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

2.08 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule B Rate Sheet, shall apply.

### **ARTICLE 3 - INVOICING**

3.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

3.02 The Standard union form invoice (Schedule "G") must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers and/or Social Insurance Numbers of all persons who performed any work set out in the invoice;

- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable;
- c) The total yardage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule C.

#### **ARTICLE 4 - HOLDBACK ACCOUNTS**

4.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

4.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew engaged after the introduction of this Collective Agreement. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than fifteen percent (15%) of any invoice for holdback and/or back charges.

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

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

4.05 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may



thereafter take steps to replenish the holdback account, subject to the provisions of Article 4.02 above.

4.06 All holdback monies will be returned to the pieceworker/subcontractor sixteen (16) months after they last performed work for the Company. With respect to any deficiency notices issued under Article 18.02(a) of the master portion of the Collective Agreement which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the pieceworker/subcontractor.

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

## **ARTICLE 5 - TOOLS**

5.01 Pieceworkers/subcontractors engaged under this Schedule shall supply and maintain all necessary tools to perform the work referred to herein. The Company will maintain its current practice of supplying power stretchers and other items which are not commonly supplied or regularly used by the pieceworker/subcontractor. The necessary tools include the following:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
|                   | Safety Glasses                          |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

## **ARTICLE 6 - SERVICEMAN / REPAIRMAN**

6.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement;

- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 3 of this Schedule;

6.02 The Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. Specialized tools, not listed below, shall be provided by the Company without charge to the /Serviceman/Repairman. The tools to be provided by the Serviceman/Repairman are:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
| Safety Glasses    |   |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

The Company shall continue its current practice of providing power stretchers to the Serviceman/Repairman, where required.

6.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule C Rate Sheet - Carpet for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the

Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;

- (d) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

6.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule "B" (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "C" Rate Schedule Carpet  
Pieceworker / Sub-contractor Rates**

|    |   | On Signing        | 01-May-18         | 01-Jan-19         |
|----|---|-------------------|-------------------|-------------------|
| 1  | Standard Carpet (Up to 40oz)                                  | \$2.90            | \$3.00            | \$3.05            |
| 2  | Upgrade - Regular (Over 40 oz)                                | \$3.01            | \$3.11            | \$3.16            |
| 3  | Upgrade - Pattern   | \$3.34            | \$3.46            | \$3.51            |
| 4  | Berber and Sisal  | \$3.21            | \$3.32            | \$3.37            |
| 5  | Box Stair (per step)  | \$2.25            | \$2.32            | \$2.36            |
| 6  | Cap/Pie Cap Stair (per step)                                  | \$9.32            | \$9.63            | \$9.79            |
| 7  | Bound Runner (installation only)                              | \$93.15           | \$96.30           | \$97.88           |
| 8  | runner (edges turned under)                                   | \$9.32            | \$9.63            | \$9.79            |
| 9  | Wraparound Runner   | \$8.24            | \$8.52            | \$8.66            |
| 10 | Wraparound Cap  | \$13.26           | \$13.26           | \$ 13.26          |
| 11 | Each Bullnose   | \$10.35           | \$10.70           | \$10.88           |
| 12 | Rail (per linear foot)  | \$1.30            | \$1.30            | \$1.30            |
| 13 | Baseboard (per linear foot)                                   | \$0.52            | \$0.54            | \$0.54            |
| 14 | Each Stringer   | \$1.06            | \$1.06            | \$1.06            |
| 15 | Boarder - Tape (per linear foot)                              | \$1.06            | \$1.06            | \$1.06            |
| 16 | Boarder – Glued down (per linear foot)                        | \$1.10            | \$1.10            | \$1.10            |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                | \$2.96            | \$2.96            | \$2.96            |
| 18 | Glue Down Corridors & Amenities (standard carpet per sq. yd.) | \$3.61            | \$3.73            | \$3.80            |
| 19 | Glue Down Corridors & Amenities (pattern carpet per sq. yd.)  | \$4.16            | \$4.30            | \$4.37            |
| 20 | Double Glue Down (standard carpet per sq. yd.)                | \$4.98            | \$5.15            | \$5.23            |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                 | \$5.34            | \$5.34            | \$5.34            |
| 22 | Corridors Stretched In (plain carpet)                         | \$3.45            | \$ 3.45           | \$ 3.45           |
| 23 | Corridors Stretched In (pattern carpet)                       | \$3.98            | \$3.98            | \$3.98            |
| 24 | Lift Carpet Only (glue down)                                  | \$1.06            | \$1.06            | \$1.06            |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.)                     | \$1.06            | \$1.06            | \$1.06            |
| 26 | Lift Carpet / Dispose (per sq. yd.)                           | \$0.53            | \$0.53            | \$0.53            |
| 27 | Remove / Replace Furniture (per sq yd.)                       | \$1.06            | \$1.06            | \$1.06            |
| 28 | CarpetTile  | <b>negotiable</b> | <b>negotiable</b> | <b>negotiable</b> |
| 29 | Hourly rate Pieceworker/Subcontractor (While on site)         | \$30.00           | \$30.00           | \$30.00           |
| 30 | Hourly rate Serviceman (With Own Truck)                       | \$35.00           | \$35.00           | \$35.00           |



|   |   |         |         |         |
|---|---|---------|---------|---------|
| 31  | Hourly rate Serviceman (With Company Truck) | \$28.00 | \$28.00 | \$28.00 |
| 32  | Load / Unload Rate                          | \$65.00 | \$65.00 | \$65.00 |
| <b>**NOTE: These prices are based on the installer providing all installation materials, including tackless, adhesives, etc</b> |   |         |         |         |

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 18 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | On Signing | 01-May-18 | 01-Jan-19 |
|------------------------------|------------|-----------|-----------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>6%</b>  | <b>6%</b> | <b>6%</b> |

## **SCHEDULE "D"**

### **HOURLY EMPLOYEES – HARDWOOD AND LAMINATE INSTALLERS**

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

1.02 It is agreed that helpers/learners employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or an hourly person employed as a Journeyman Installer.

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

1.04 It is agreed that a Helper shall be an employee new to the industry, and may be kept at that level for up to six hundred (600) hours, after which they shall be progressed to the level and rate of Learner 1. A Learner 1 may be kept at that level for up to twelve hundred (1200) hours, after which they shall be progressed to the level and rate of Learner 2. A Learner 2 may be kept at that level until they are ready to progress to a full installer.

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

|                        |              |
|------------------------|--------------|
| New Helper (600 hours) | 50% of Rate  |
| Learner 1 (1200 hours) | 65% of Rate  |
| Learner 2 (1200 hours) | 85% of Rate  |
| Journeyman/Service man | 100% of Rate |

1.05 It is recognized that the rates for Helpers, Learners and Installers are minimum rates and it shall not be a violation of this Agreement to pay above the rates.

### Schedule "D" HOURLY EMPLOYEES – HARDWOOD AND LAMINATE

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                           |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Journeyman and Serviceman | On Signing     | \$28.00     | \$2.80       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0           | \$34.80 |
|                           | May 1, 2018    | \$28.84     | \$2.88       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$35.72 |
|                           | Jan 1, 2019    | \$29.40     | \$2.94       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$36.34 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Utility Man         | On signing     | \$22.00     | \$2.20       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0           | \$28.20 |
|                     | May 1, 2018    | \$22.66     | \$2.27       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$28.93 |
|                     | Jan 1, 2019    | \$23.10     | \$2.31       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0           | \$29.41 |

|                                 |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|---------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification             | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br>2 <sup>nd</sup> Year | On Signing     | \$23.80     | \$2.38       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$30.18 |
|                                 | May 1, 2018    | \$24.51     | \$2.45       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$30.96 |
|                                 | Jan 1, 2019    | \$24.99     | \$2.50       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$31.49 |

|                                 |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|---------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification             | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Learner<br>1 <sup>st</sup> Year | On Signing     | \$18.20     | \$1.82       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$24.02 |
|                                 | May 1, 2018    | \$18.75     | \$1.88       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$24.63 |
|                                 | Jan 1, 2019    | \$19.11     | \$1.91       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$25.02 |



|                     |                |             |              |                  |         |               |                |           |              |        |             | Employee Deduction |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues       | OPDC- Employee |         |
| Helper              | On signing     | \$14.00     | \$1.40       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 0%                 | \$0            | \$19.40 |
|                     | May 1, 2018    | \$14.42     | \$1.44       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$19.86 |
|                     | Jan 1, 2019    | \$14.70     | \$1.47       | \$2.25           | \$0.50  | \$0.10        | \$0.10         | \$0.60    | \$0.20       | \$0.25 | \$0         | 1%                 | \$0            | \$20.17 |

## **Schedule "E"**

### **Pieceworker/Subcontractor Schedule Hardwood and Laminate**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service and repair of hardwood and laminate flooring, and related materials, covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers/subcontractors.

1.02 It is agreed by the parties that the term "pieceworker/ subcontractor", where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker/ subcontractor is a dependent contractor or independent contractors under any statute or regulation.

1.03 The parties agree that any pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.04 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ such helpers or employees as may be necessary to perform the work

#### **ARTICLE 2 - INSURANCE AND STANDARDS OF WORK**

2.01 All pieceworkers/subcontractors engaged under this Schedule must maintain WSIB coverage for the pieceworker/subcontractors and all helpers/employees. The Pieceworker must provide the Company with a WSIB Clearance certificate confirming coverage, and replace that certificate each time it is renewed.

The Company may require that pieceworkers/subcontractors obtain and maintain a minimum of one million dollars (\$1,000,000.00) in general liability insurance which will respond to third party claims relating to property damage and/or personal injury. This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement and were not required to provide such insurance. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

#### **ARTICLE 3 - WAGES AND BENEFITS**

3.01 For all work, except as provided for in 3.02 below, the Company shall pay the pieceworker no less than the production rates set out in this Schedule (Schedule "E"), including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

3.02 There shall be a free travel zone of 65km calculated on a radius from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario. For all work outside of the free travel zone, the following travel allowance shall be paid to production pieceworkers/subcontractors in addition to the amounts set out in Schedule "E":

- Seventy dollars (\$70.00) per crew per day when the pieceworker/subcontractor is required to travel to a site that is beyond sixty five kilometers and up to seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario ; and
- Where the pieceworker/subcontractor is required to travel to a site that beyond a seventy five kilometers (75 km) radius drawn from the intersection of Highway 7 and Highway 400 in Vaughan, Ontario, the travel allowance will be negotiated with the pieceworker/subcontractor prior to commencing work, and shall be listed on the work order and initialed by the Company and the Pieceworker.

3.03 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made in respect of employees, pieceworkers/subcontractors and their respective helpers/learners under this Agreement . Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "D" or "E" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

3.04 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. In this case the "pieceworker hourly rate" set out in the Schedule "E" Rate Sheet, shall apply.

#### **ARTICLE 4 - PAYMENT OF HELPERS/ PARTNERS**

4.01 It is understood that a pieceworker may employ partners or helpers to assist in the performance of the work assigned to the pieceworker. Such partners or helpers shall be compensated for their work on the following basis:

- (a) If employed on an hourly basis, the partner or helper shall be paid no less than the hourly rate set out in Schedule "D" to this Agreement;
- (b) If the pieceworker and their partners or helpers have agreed to an alternate method of compensation then they shall do so in writing and a copy shall be filed with the Union together with the Pieceworker Participation Agreement and shall be enforceable;

(c) If there is no agreement filed in accordance with subparagraph (b), then subparagraph (a) shall be deemed to apply.

4.02 The pieceworker shall be required to list all persons who performed work on each invoice submitted to the Employer. It is understood that any remittances made by the Employer on behalf of dues, benefits and contributions under this Collective Agreement shall be divided equally amongst the members of the crew.

## **ARTICLE 5 - INVOICING**

5.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

5.02 The Standard Union Invoice which must be provided by the pieceworker/subcontractor to the Company, shall include the following information:

- a) the names, Union Membership Numbers of all persons who performed any work set out in the invoice;
- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable, and the date upon which work was performed;
- c) The square footage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule "E".

## **ARTICLE 6 - PIECEWORKER RATES**

6.01 The Parties agree that production pieceworkers shall be paid in accordance with the Schedule "E" Rate Schedule – Hardwood and Laminate.

6.02 With respect to every piecework invoice rendered, the Company shall pay an additional percentage amount as set out in the Schedule "E" Rate Sheet – Hardwood and Laminate plus applicable taxes, which shall then be remitted to the Union for the provision of various contributions and benefits as provided for in this Schedule and in the Collective Agreement for the pieceworkers/subcontractors and their respective helpers/learners ("the Contributions"). The parties agree that all contributions, are to be calculated prior to any back charges or deductions, including any deductions for material under Article 17.04, and



are to be paid in addition to and calculated upon, the amount of all invoices, before taxes and HST.

## **ARTICLE 7 - HOLDBACK ACCOUNTS**

7.01 This Article shall not apply to pieceworkers/subcontractors who had a relationship with the Company prior to the introduction of this Collective Agreement. If, however, the pieceworker/subcontractor ceases to have a relationship with the Company, this Article may apply if they subsequently return.

7.02 The Company is entitled to create a holdback fund, not to exceed \$2000, for each piecework/subcontractor crew. The holdback account may be established by the Company as soon as pieceworker/subcontractor commences work for the Company. The Company shall be entitled to deduct money owing to the pieceworker/subcontractor to fund the holdback account and shall clearly indicate such deductions on the pieceworker invoice. However, in no circumstance shall the Company deduct more than ten (10%) of any invoice for holdback and/or back charges.

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

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

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

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

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

## **ARTICLE 8 - SERVICEMAN / REPAIRMAN**

8.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker/ subcontractor employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement with the Union;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 5 of this Schedule.

8.02 The Piecework Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. .

8.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a "time and materials" basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule "E" Rate Sheet – Hardwood and Laminate for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) if the Company does not supply the materials necessary to perform the work, the Serviceman/Repairman shall be entitled to invoice those materials to the Company at cost, with the provision of all requisite bills;
- (e) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

8.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule E (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "E" Rate Schedule Hardwood and Laminate  
Pieceworker / Sub-contractor Rates**

| <b>Schedule "E" Rate Schedule Hardwood and Laminate</b> | <b>On signing</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
|---|-------------------|--------------------|--------------------|
| Solid / Engineered naildown (all sizes)                 |                   | \$1.25             |                    |
| Engineered / Laminate Floating                          |                   | \$0.60             |                    |
| Engineered Glue Down                                    |                   | \$1.20             |                    |
| Engineered Double Glue Down                             |                   | \$1.65             |                    |

**Notes to Schedule E**

- A. Adhesive and all other accessories included in the rates above. Pieceworker/Subcontractor must purchase Adhesive and Underlayments from the Company/Principal, which will be supplied by the Company at cost.
- B. Pieceworker/Subcontractor to provide all other accessories.
- C. All piecework prices are in \$ per square foot.
- D. The Company/Principal is responsible for all applicable taxes.

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                          | <b>On Signing</b> | <b>May 1, 2017</b> | <b>May 1, 2018</b> |
|--------------------------|-------------------|--------------------|--------------------|
| <b>Contribution Rate</b> | <b>1.33%</b>      | <b>2.66%</b>       | <b>4%</b>          |



## APPENDIX F



# Carpet and Hardwood Sector Deficiency Notice

|  |      |   |      |
|--|------|---|------|
| Date   |      | <b>D</b>  |      |
| Prepared by Company / Main Contractor  |      |   |      |
| Subcontractor / Pieceworker  |      |   |      |
| Handed   |      |   |      |
| Location   |      | Lot Number  |      |
| <b>Service Required</b>  |      |   |      |
| Explanation of Deficiency  |      |   |      |
| <b>Remedy and Estimate of Repair</b>   |      |   |      |
| Materials  | Cost | Labour  | Cost |
|  |      |   |      |
|  |      |   |      |
|  |      |   |      |
|  |      | Total Estimate to Repair / Correct Deficiency (before tax)  |      |
| <b>Please Sign and Acknowledge Below (choose 1, 2 or 3 as applicable)</b>  |      |   |      |
| <input type="checkbox"/> Option 1. The undersigned subcontractor / pieceworker will perform the deficiency as noted above within 7 working days or as per the scheduled date of _____  |      |   |      |
| <input type="checkbox"/> 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. |      |   |      |
| <input type="checkbox"/> Option 3. I, the named subcontractor / pieceworker, have accepted the deficiency with _____ for which I do not accept responsibility for the following reasons:<br>(please note) _____                          |      |   |      |
| Deficiency Notice received by subcontractor / pieceworker on: _____<br><br><div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div>   |      | Unable to contact subcontractor / pieceworker directly.<br>This notice sent by Registered Mail on: _____<br><br><div style="display: flex; justify-content: space-between;"> <span>_____</span> <span>_____</span> </div> |      |
| Write - Company   Company - Union   Pink Subcontractor / Pieceworker   |      |   |      |

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G5 | T 416 241.1183 | Toll Free 1 877.834.1183 | F 416.241.9515 | www.imoalocal123.ca

01/04/2016

## Schedule G



# LiUNA! LOCAL 183

*Real World Power*

## Carpet and Hardwood Sector: Notice of Job Sites

### General Information

Date: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Job Site Details

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

ZENOV2015

**LETTER OF UNDERSTANDING  
RE: PIECEWORK SERVICEMAN HARDWOOD AND LAMINATE**

**BETWEEN:**

BROADWAY HARDWOOD FLOORING LIMITED

("the Employer")

-and-

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

("the Union")

**WHEREAS** the Union and the Employer are parties to a collective agreement in effect for the period May 1, 2016 to April 30, 2019 which is applicable to the removal, repair and installation of carpet (Schedules B and C) and hardwood and laminate (Schedules D and E ("the Collective Agreement"));

**AND WHEREAS** Schedules D and E of the Collective Agreement permits the Employer to decide whether it wishes to employ its Servicemen / Repairmen on an hourly basis, or on a production piecework basis, but does not contain a piecework rate in Schedule E;

**AND WHEREAS** the parties wish to add a Pieceworker Hourly Rate (hardwood) which is to be paid when a Pieceworker is assigned work for which there is not an agreed to piecework price;

**NOW THEREFORE** the parties to replace the Schedule E rate sheet in their collective agreement with the attached Schedule E Rate Sheet.

Dated at PROMTO April 25, 2017

For the Union

  
\_\_\_\_\_  
JOE TERSIGNI

For the Employer

  
\_\_\_\_\_  
DARIUSZ NEDZA

Schedule "E" Rate Schedule Hardwood and Laminate  
Pieceworker / Sub-contractor Rates

| Schedule "E" Rate Schedule Hardwood and Laminate | On signing | May 1, 2017 | May 1, 2018 |
|--|------------|-------------|-------------|
| Solid / Engineered naildown (all sizes)          |            | \$1.25      |             |
| Engineered / Laminate Floating                   |            | \$0.60      |             |
| Engineered Glue Down                             |            | \$1.20      |             |
| Engineered Double Glue Down                      |            | \$1.65      |             |
| Hourly rate (while on site)                      | \$35.00    | \$36.00     | \$37.00     |
| Serviceman/ Repairman (hourly rate)              | \$35.00    | \$36.00     | \$37.00     |


**Notes to Schedule E**

- A. Adhesive and all other accessories included in the rates above. Pieceworker/Subcontractor must purchase Adhesive and Underlayments from the Company/Principal, which will be supplied by the Company at cost.
- B. Pieceworker/Subcontractor to provide all other accessories.
- C. All piecework prices are in \$ per square foot.
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker/ Subcontractor for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                          | On Signing   | May 1, 2017  | May 1, 2018 |
|--------------------------|--------------|--------------|-------------|
| <b>Contribution Rate</b> | <b>1.33%</b> | <b>2.66%</b> | <b>4%</b>   |

Initialed by  for the Union

 for the Company



# **Schedule A**

**1249762 O/A Mega City Tiling &  
Advance Hardwood Flooring**

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## **COLLECTIVE AGREEMENT**

### **RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION**

THIS AGREEMENT effective July 1, 2024 to April 30, 2025.

BETWEEN:

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

(hereinafter called the "Union")

-and-

**THE RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION**

("the "Association" ")

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

**AND WHEREAS** it is agreed that the term "Company" is without prejudice to the position of any party on whether the Company is the employer of any particular worker; and the term "Pieceworker" is without prejudice to the position of any party on whether any Pieceworker is a dependent or independent subcontractor; and that this Agreement is to be interpreted to include all such relationships;

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

#### **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction employees, including pieceworkers and their helpers/learners engaged in the installation or removal of carpet, service and repair of hardwood, laminate and other floor coverings, and all work incidental to or necessary for the performance of such work, working in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18, , 27 and 29, save and except persons performing work covered by a subsisting collective agreement, and except non-working foremen, those persons above the rank of non-working foreman, office, clerical staff.

It is further agreed that this Collective Agreement does not apply to work in the industrial, commercial or institutional sector of the construction industry. It is further agreed that this Collective Agreement does not apply to private-client retail work. This does not exclude any work for a builder or developer on any new construction projects or private homes.

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

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

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

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

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

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

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



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

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

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (c) Make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by employees, pieceworkers, and their respective helpers/learners.

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

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

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

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

## **ARTICLE 5 - HOURS OF WORK (HOURLY PAID EMPLOYEES)**

5.01 The wages for hourly paid employees shall be those as set out in Schedule "B" (carpet) and/or "D" (hardwood/laminate) which form part of this Agreement. There shall continue to be separate schedules for low-rise and high-rise hourly employees.

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

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

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

- (i) The address of the Employer on the cheque stub.

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

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

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

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

## **ARTICLE 6 - PRODUCTION PIECEWORK/SUBCONTRACTOR RATES**

6.01 The rates for pieceworkers/subcontractors shall be those as set out in Schedule "C" (carpet) or "E" (hardwood/laminate) which form part of this Agreement. It is understood that in each of Schedule C and E there are separate piecework rate sheets for low rise and high rise, even if the rates are the same.

6.02 It is understood that a Pieceworker may engage helpers. The Pieceworker must pay the helper in accordance with Schedule "B", "D", or Article 4 of Schedule "E" as applicable. Benefits and contributions submitted for pieceworkers shall be for all members of the crew, including any helpers, performing work listed on the invoice. In no case will the pieceworker/subcontractor list an individual on an invoice who did not in fact perform work.

6.03 For low rise work, crew size shall be limited to eight (8) persons. The Company shall notify the Union if it requires more than one crew to work on a given house.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

7.04 Time limits in the grievance procedure are mandatory. Any grievance not submitted or processed within the time limits provided for herein shall be deemed to have been settled, abandoned, or withdrawn. Any discussions or meetings will be scheduled at mutually agreeable times. Where a difference arises between any of the parties hereto relating to the interpretation, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, either party may, after exhausting the grievance procedure described above, notify the other party of its desire to proceed to arbitration. A party proceeding to final and binding arbitration shall provide written notice to the other of its intent to do so. Within ten (10) days of the delivery of such notice, the parties shall agree to proceed to arbitration on a mutually agreeable date with an arbitration board consisting of one of the arbitrators listed below.

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



Eli Gedalof

Jim Hayes

Neil Keating

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

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

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

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

## **ARTICLE 8 - UNION AND MANAGEMENT GRIEVANCES**

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

8.02 A Union Policy Grievance which is defined as an alleged violation of this Collective Agreement involving a number of employees in the bargaining unit, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward and it will be treated as any grievance and referred to arbitration in the same way as a grievance of any employee.

## **ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE**

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

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

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

## **ARTICLE 10 - BUSINESS REPRESENTATIVES**

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

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

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

## **ARTICLE 11 - STEWARDS**

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

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

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

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

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

## **ARTICLE 12 - HOLIDAYS AND VACATIONS**

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

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

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

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

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

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

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

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

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

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## **ARTICLE 13 - NO STRIKE – NO LOCK OUT**

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

## **ARTICLE 14 - SAFE WORKING CONDITIONS**

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

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

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

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



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

## **ARTICLE 15 - WORKERS' COMPENSATION**

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

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

## **ARTICLE 16 - PRODUCTIVITY**

16.01 For low rise jobs, all employees, pieceworkers and their respective helpers/learners shall pick up all necessary materials from the warehouse of the Company at hours designated by the Company, and shall return all extra materials from the site to the warehouse. For high rise jobs the Company shall deliver all necessary materials to site prior to the worker's scheduled work, on the floor on which it is to be installed.

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

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

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

## ARTICLE 17 - SUBCONTRACTING OF WORK

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

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

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

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

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

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

## ARTICLE 18 - BACK CHARGES AND HOLDDBACK

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

18.02 ...

(a) In the event that the Company becomes aware of deficiencies caused by a Subcontractor/Pieceworker or their crew, within ten (10) months of installation, the following process shall apply. The Parties agree that such deficiencies may include a charge or fine from a builder or client that is a direct result of an act or omission on the part of the Pieceworker.

(b) The Company will advise the Pieceworker of the particulars of the deficiency in writing on the prescribed form attached at Schedule "F", along with any supporting documentation ("Written Notice"). No deficiency or back charge may be processed against a Pieceworker which is not made in accordance with this process.

(c) The Pieceworker has 48 hours, or longer if permitted by the Company, from receipt of Written Notice to repair or inspect the deficiency.

(d) If the Pieceworker does not repair the deficiency within 48 hours, or longer if permitted by the Company, of receipt of the Written Notice, then the Company may back charge the Pieceworker the cost of the repair. The amount of a back charge shall be the actual cost incurred by the Company as a direct result of a Pieceworker's error, omission or damage.

(e) If the Company's service department has to repair the deficiency outlined in the Written Notice, the Pieceworker will be back charged equal to the hourly Serviceman rate plus materials.

(f) Ten (10) days after issuing the Written Notice the Company may backcharge the Pieceworker the amount specified in the Written Notice and may deduct that amount from amounts owing to the Pieceworker on invoices submitted, until such time as the deficiency is rectified, subject to Article 18.02(c) above and Article 18.02(g) below. The Company shall not deduct more than 20% of any particular invoice.

(g) The Company shall, at the same time as advising the Pieceworker per (a) above, provide the Union with a copy of any Written Notice with respect to which it intends to impose a back charge, and shall notify the Union in writing of the amount to be back charged, and thereafter include 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 to the Union on request.

(h) Where the Company issues a Written Notice, if the Union or the 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 procedure. 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.

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

18.03 Where a Pieceworker believes that the Company has made a mistake with respect to the materials or quantity of materials, he shall contact the company to clarify the situation. Where a Pieceworker cannot complete all of the assigned work due to mistakes with respect to materials or quantity of materials, they shall complete and invoice for all work possible. Where the entire work assigned has not been completed due to mistakes with respect to materials or quantity of materials and the Employer requires the original Pieceworker to re-attend at the site (which site is different from the site the pieceworker / subcontractor is currently working on) and complete the house or unit, the pieceworker / subcontractor shall be entitled to a minimum charge of \$100.00 for hardwood or \$75.00 for carpet. If the pieceworker / subcontractor is required to return to the same site the pieceworker / subcontractor is currently working on the Pieceworker shall be entitled to a minimum charge of \$50.00.

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

18.05 The Company is entitled to create one holdback fund for all Pieceworkers. This holdback fund shall not exceed \$2000 for each Pieceworker. Should the Company choose to create a holdback fund, then the holdback amount shall be held in a separate bank account dedicated to holding holdback funds. These funds are held in trust for all Pieceworkers subject to any backcharge which may be applied using the process above. The Company is not entitled to any interest accrued on any Pieceworker holdback account.

18.06 The Company acknowledges that the holdback accounts belong to the Pieceworkers and that any such monies are held in trust for them. If any interest is earned on a Pieceworker holdback account it shall be shared equitably amongst the Pieceworkers having a holdback account.

18.07 The holdback account may be established by the Company as soon as the Pieceworker commences work for the Company. The Company shall be entitled to deduct money from the invoices which are payable to the Pieceworker to fund the holdback account, or to replenish it, and shall clearly indicate such deductions on the invoice. However, in no circumstance shall the Company deduct more than 10% of any invoice for holdback replenishment. Where multiple claims are made in respect of a Pieceworker, the claims will be prioritized by the date of initial installation.



18.08 If a 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,

18.09 It is understood that any holdback accounts consist of amounts owned by the Pieceworker, subject to the backcharge provisions in the collective agreement. When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Pieceworkers (calculated on the install portion, and prior to any allowances), 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 Pieceworker and the Union of the amount of such deduction together with a copy of the deficiency notice.

18.10 Each Company which maintains a holdback account for any Pieceworker covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list each Pieceworker and the amount held by the Company for each Pieceworker as of the last day of the month prior to the Notice. The Holdback Summary Notice shall also include a bank statement showing the total balance of the holdback account held by the company for all pieceworkers as of the last day of the month prior to the notice..

(a) 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 every 2-months: on the 15<sup>th</sup> day of each of June, August, October, December, February, April.

(b) 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 Association. 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.

18.11 Upon request any remaining outstanding holdback monies will be returned to the Pieceworker no later than six (6) months after they last performed work for the Company. With respect to any deficiency notices issued above which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the Pieceworker. Any installer who begins working for a new Company shall remain liable to pay any monies owed to the previous Company.

18.12 The Company is responsible for the payment of all remittances to the Union and/or the trust funds described in this Collective Agreement with respect to all work performed by pieceworkers/subcontractors in accordance with Schedule "C" or "E". Without limiting the

generality of the foregoing, it is agreed that all benefit contributions and remittances are calculated prior to any holdback or back charges which are or which may be imposed pursuant to this Article and prior to any deductions to create or maintain the holdback account referred to in this Article.

18.13 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may thereafter take steps to replenish the holdback account, subject to the provisions of the Article 4.02 above.

## **ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.**

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

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

19.03 With respect to pieceworkers/subcontractors and their helpers/learners the Company agrees to pay, deduct and remit to the Union and its applicable Trust Funds, such contributions as are designated by the Union, and at the percentage rate set out in Schedule "C" or "E" for all work invoiced, calculated on the total amount paid prior to HST or any deduction for materials, or backcharge, with respect to: Health and Welfare Benefits; Labourers' Pension Fund of Central and Eastern Canada,; Training; Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Promotion Fund; and Vacation and Holiday Pay Fund.

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

- (a) an Employer Contribution Report (Hourly), which shall include the names and Union Membership Numbers or Social Insurance Number of all hourly employees of the Company who performed work in the preceding month, and the hours worked in that month;
- (b) where the Company did not employ any hourly employees in the preceding month, the Company shall submit an Employer Contribution Report (Hourly) marked "NIL"; and

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

19.05        **Effective May 1, 2025** the following shall apply when the Company accepts a contract to install flooring that is not directly from the Builder/Developer and/or Owner and/or the Project General Contractor or Construction Manager and/or another Company bound to this agreement, the Company shall pay an additional \$1.20 per hour worked under Schedule B or D and/or 2% of the gross pieceworker invoices submitted under Schedule C or E, which shall be remitted to the Union together with the remittances set out above and split equally between the Union and Association.

19.06        If there is a dispute about the source of a contract, the burden shall be upon the Company to establish that the contract came from Builder/Developer and/or Owner and/or the Project General Contractor or Construction Manager. If this cannot be established, the Company shall pay the premium listed above in 19.05.

19.07        If the Labourers Pension Fund of Central and Eastern Canada is unable to accept pension contributions 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 20 - SEVERABILITY**

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

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

## **ARTICLE 21 - CONDITIONS OF EMPLOYMENT**

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

## **ARTICLE 22 - MAINTENANCE OF RATES AND ALLOWANCES**

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

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

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

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

22.05 Where a worker arrives on site as per the schedule provided, and there is no available work or alternative work, for reasons beyond their control, they shall be sent home and be paid \$82.00.

## **ARTICLE 23 - SERVICEMEN/HANDYMEN**

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



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

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

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

## **ARTICLE 24 - NOTICE OF PROJECT STARTS**

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

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

## **ARTICLE 25 - ARTICLE 25 – RECOGNITION OF ASSOCIATION**

25.01 The Union recognizes the Association as the employer bargaining agent for all employers signatory to this agreement, and for any other contractor bound to the Union who after the signing of this Agreement voluntarily joins the Association. The Association will advise the Union of any new company which becomes a member of the Association and for which it is the bargaining agent.

25.02 It is the intention of the parties that this agreement shall be the industry standard agreement for the removal, installation, service and repair of carpet, hardwood, laminate and related floor coverings.

In collective bargaining in 2025 the Union will propose and seek to enforce through any available means that any independent contractor performing work covered by this Agreement, shall sign this Agreement or an independent agreement which contains the same terms as this Agreement. For clarity in 2025 and following the Union will not enter into any collective agreement which contains any terms different from this agreement.

25.03 Each Company will pay an Industry Fund Contribution with respect to all work performed under this Collective Agreement, which shall be sent to the Union along with the monthly

contributions set out in Article 19 by no later than the 15<sup>th</sup> day of the month following the work, which shall be calculated as:

(a) For members of the Association five cents (\$0.05) per hour earned by hourly employees under Schedule B or D; plus

(b) For members of the Association a flat fee of five hundred dollars (\$500.00) per month as indicated on the contribution form, plus one quarter of a percent (0.25%) of the gross amount derived for pieceworker remittances under Schedules C or E;

or

(d) For non-members of the Association twenty five cents (\$0.25) per hour earned by hourly employees under Schedule B or D; plus,

~~(e) For non-members of the Association a flat fee of seven-hundred and fifty (\$750.00) per month as indicated on the contribution form, plus five percent (5%) of the gross amount derived for pieceworker remittances under Schedules C or E ;~~

and

(f) It is understood that the flat fee referenced above is payable regardless of whether the Company has made remittances to the Union for that month.

(g) the Employer agrees to pay Harmonized Sales Tax (HST), or any other applicable taxes in respect of such industry fund.

25.04 The Association will be required to sign the standard contract agreement with the Benefit Plan Administrators (BPA) with respect to the collection and remittance of the Industry Fund.

25.05 The Association shall have the right to increase or decrease the Industry Fund during the term of this Agreement. Such increases shall be communicated to the Union in writing and shall be effective thirty (30) days after the Association. It is understood that until the Association is accredited, no change of Industry Fund shall be applicable until the Companies bound to this Agreement have agreed to the new industry fund amounts, and the Association has confirmed such notice to the Union in writing.

25.07 The Union will advise the Association of any new Company becoming bound to this Agreement so that the Association may communicate the benefits of Association membership.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

26.01 In the event that during the term of this Collective Agreement industry developments or practices result in the requirement for new classification of work and/or employees, whether or not such changes are as a result of technological change, the Company and the Union shall meet within

fifteen (15) days' notice to each other to commence negotiations to establish such conditions, classifications, wages or piecework rates as may be appropriate. It is the intention of the parties that, whenever possible, such notice should be given prior to any such new work being performed.

26.02 If the Parties are unable to agree on the classifications, wages or piecework rates, as may be applicable, within sixty (60) days of commencing such negotiations, then either party may refer that matter to an arbitrator listed in Article 7 of this Collective Agreement, and the parties agree to and request that the arbitrator shall schedule a hearing to determine the outstanding matters, and agree to be bound by that decision. The parties agree that the process will be interest arbitration and not final offer selection.

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

26.04 Notice of deficiencies (Schedule "F") and back charges can be communicated through email and/or text message.


## ARTICLE 27 - DURATION

27.01 The Parties agree that this Collective Agreement shall be in effect from signing until April 30, 2025 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision of the Agreement within one hundred and eighty (180) days of April 30, 2025 or any like period in any third year thereafter.

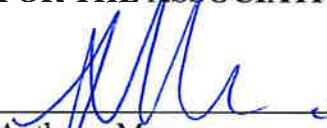
Signed and dated at Toronto, this 24<sup>th</sup> day of May, 2024

### FOR THE UNION

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
Jaime Cortez

### FOR THE ASSOCIATION

  
\_\_\_\_\_  
Anthony Marano  
1249762 Ontario Inc. o/a  
Mega City Tiling

  
\_\_\_\_\_  
Jim De Angelis  
Advance Hardwood Flooring Inc.

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Luis Camara

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Joe Tersigni



## **Schedule “A”**

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

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

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

**“The Apartment Builders Agreement”**, being a Collective Agreement between Metropolitan Toronto Apartment Builders’ Association and Labourers’ International Union of North America, Local 183.

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

**“The Concrete and Drain Agreement”**, being a Collective Agreement between the Concrete and Drain Contractors’ Association and Labourers’ International Union of North America, Local 183.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“The Railing Agreement”**, being a Collective Agreement between the Greater Toronto Railings Association and Labourers’ International Union of North America, Local 183

**“The Self Levelling Agreement”**, being a Collective Agreement between the Residential Floor Levelling Association and Labourers’ International Union of North America, Local 183

## **SCHEDULE "B"**

### **HOURLY EMPLOYEES – CARPET INSTALLERS**

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

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

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

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

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

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

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

**Schedule “B” HOURLY EMPLOYEES – CARPET (Low-Rise)**

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |               | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------------|---------|
|                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC-Employee |         |
| Master Installer    | May 1, 2022    | \$37.04     | \$3.70       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0           | \$46.29 |
|                     | May 1, 2023    | \$39.22     | \$3.92       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0           | \$49.04 |
|                     | May 1, 2024    | \$41.40     | \$4.14       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0           | \$51.79 |

| Wage Classification    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |               | Total   |
|------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------------|---------|
|                        |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC-Employee |         |
| Journeyman/ Serviceman | May 1, 2022    | \$32.43     | \$3.24       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0           | \$41.22 |
|                        | May 1, 2023    | \$34.61     | \$3.46       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0           | \$43.97 |
|                        | May 1, 2024    | \$36.79     | \$3.68       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0           | \$46.72 |



| Wage<br>Classification | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long<br>Term | Retiree<br>Fund | CECOF | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|------------------------|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|--------------|-----------------|-------|----------------|-----------------------|-------------------|---------|
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | Working<br>Dues       | OPDC-<br>Employee |         |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$36.18 |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$38.93 |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$41.68 |

| Wage<br>Classification | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long<br>Term | Retiree<br>Fund | CECOF | Promo.<br>Fund | Working<br>Dues | OPDC-<br>Employee | Total |
|------------------------|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|--------------|-----------------|-------|----------------|-----------------|-------------------|-------|
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |

| Wage<br>Classification                 | Effective<br>Date | Hourly Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | Employee<br>Deduction |                |                 |                   | Total   |
|--|-------------------|-------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|-----------------------|----------------|-----------------|-------------------|---------|
|  |                   |             |                 |                     |         |                  |                   |           |                 | CECOF                 | Promo.<br>Fund | Working<br>Dues | OPDC-<br>Employee |         |
| Learner/Helper<br>1 <sup>st</sup> Term | May 1, 2022       | \$20.20     | \$2.02          | \$2.70              | \$1.40  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25                | \$0.05         | 1%              | \$0               | \$27.77 |
|  | May 1, 2023       | \$22.38     | \$2.24          | \$2.85              | \$1.50  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25                | \$0.05         | 1%              | \$0               | \$30.52 |
|  | May 1, 2024       | \$24.56     | \$2.46          | \$3.00              | \$1.60  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25                | \$0.05         | 1%              | \$0               | \$33.27 |

### Schedule “B” HOURLY EMPLOYEES – CARPET (High-Rise)

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Master Installer    | May 1, 2022    | \$37.04     | \$3.70       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05      | 1%                 | \$0           | \$46.29 |
|                     | May 1, 2023    | \$39.22     | \$3.92       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05      | 1%                 | \$0           | \$49.04 |
|                     | May 1, 2024    | \$41.40     | \$4.14       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05      | 1%                 | \$0           | \$51.79 |

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                           |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Journeyman/<br>Serviceman | May 1, 2022    | \$32.43     | \$3.24       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05      | 1%                 | \$0           | \$41.22 |
|                           | May 1, 2023    | \$34.61     | \$3.46       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05      | 1%                 | \$0           | \$43.97 |
|                           | May 1, 2024    | \$36.79     | \$3.68       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05      | 1%                 | \$0           | \$46.72 |

| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                |         |  |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|--|
|                                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |  |
|                                     |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |  |
|                                     |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |  |
|                                     |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |  |
| Learner/Helper 3 <sup>rd</sup> Term | May 1, 2022    | \$27.85     | \$2.78       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0            | \$36.18 |  |
|                                     | May 1, 2023    | \$30.03     | \$3.00       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0            | \$38.93 |  |
|                                     | May 1, 2024    | \$32.21     | \$3.22       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0            | \$41.68 |  |
|                                     |                |             |              |                  |         |               |                |           |              | Total              |             |              |                |         |  |

| Wage Classification                    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|--|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|  |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
| Learner/Helper<br>2 <sup>nd</sup> Term | May 1, 2022    | \$24.80     | \$2.48       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0            | \$32.83 |
|  | May 1, 2023    | \$26.98     | \$2.70       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0            | \$35.58 |
|  | May 1, 2024    | \$29.16     | \$2.92       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0            | \$38.33 |



| Wage<br>Classification                 | Effective<br>Date | Hourly Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   |         | Total |
|--|-------------------|-------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|-------|
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |       |
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                |                       |                   |         |       |
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                |                       |                   |         |       |
| Learner/Helper<br>1 <sup>st</sup> Term | May 1, 2022       | \$20.20     | \$2.02          | \$2.70              | \$1.40  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0.05         | 1%                    | \$0               | \$27.77 |       |
|  | May 1, 2023       | \$22.38     | \$2.24          | \$2.85              | \$1.50  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0.05         | 1%                    | \$0               | \$30.52 |       |
|  | May 1, 2024       | \$24.56     | \$2.46          | \$3.00              | \$1.60  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0.05         | 1%                    | \$0               | \$33.27 |       |

## **Schedule “C”**

### **Pieceworker Schedule Carpet Installation**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service or repair of carpet, underpad and related materials covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers.

1.02 The parties agree that a pieceworker entity will consist of not more than two (2) individuals, who actually perform work, working as a sole proprietorship, in partnership or through a corporation, such individuals being referred to as a “piecework crew leader”. A piecework crew leader may engage a helper or learner to assist them in their work.

1.03 It is agreed by the parties that the term “pieceworker”, where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker is a dependent contractor or independent contractors under any statute or regulation.

1.04 The parties agree that any Pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union and obtain a valid union clearance slip.

1.05 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ on an hourly basis a helper/learner as may be required, and that helper/learner shall be paid the applicable hourly rate set out in Schedule “B” to this Collective Agreement.

#### **ARTICLE 2 - WAGES AND BENEFITS**

2.01 Subject to Article 2.02 the Company shall maintain WSIB coverage for all carpet installers, including pieceworkers and their helpers/Learners.

2.02 If the Pieceworker is required to obtain and maintain coverage under the Workplace Safety & Insurance Act including a clearance certificate for themselves and their respective helpers, then the Pieceworker shall pay the Workplace Safety & Insurance Board (“WSIB”) the applicable premium to acquire the clearance certificate and maintain coverage under the Workplace Safety & Insurance Act, and the following shall apply:

##### *Reimbursement*

(a) In addition to the contract price, the Company will pay the Pieceworker an amount equivalent to the value of the required WSIB premium for each contract performed by the Pieceworker, for the Company, based upon the basic WSIB premium rate (rate G5 Specialty Trades Construction) established for the year by the WSIB ("basic WSIB premium rate"). The required WSIB premium is calculated by applying the basic WSIB premium rate to the Pieceworker's gross invoice addressed to and payable by the Company.

(b) If the Pieceworker is entitled to a discount of the basic WSIB premium rate based on the Pieceworker's performance, the Pieceworker shall be entitled to retain the difference between the basic WSIB premium rate and the discount rate. The Pieceworker shall also be required to pay any premium rate surcharge assessed over and above the basic WSIB premium rate. The Company shall continue to pay to the Pieceworker the required WSIB premium, based upon the basic WSIB premium rate, as calculated above, inserted on the invoice produced by the Pieceworker but shall not be required to reimburse for any premium rate surcharges or be entitled to any discount to the basic WSIB premium rate.

(c) The Company will not be required to pay benefits or any other amounts in connection with a WSIB premium payment.

(d) It is understood that the WSIB Reimbursement will be paid on each invoice. The Pieceworker will list the WSIB Reimbursement on the invoice, and the Company will list the amount paid with respect to the WSIB Reimbursement on the cheque stub.

2.03 The Company shall pay the pieceworker no less than the production rates set out in this Schedule, including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

2.04 It is agreed that where the Employer assigns work on a piecework basis which pays less than one hundred and fifty dollars (\$150.00) for the day, there will be an additional charge of thirty dollars (\$30.00) for any work in the City of Toronto and sixty dollars (\$60.00) for work outside of the City of Toronto.

2.05 If there will not be work for a piecework crew the following day, the Employer shall call pieceworkers by no later than 3:00 p.m. the working day before to advise them not to attend at work the next day.

2.06 In addition to the rates, travel allowance shall be paid as follows:

- 0 to 50km
- > 50 km to 100 km \$0.75/sqyd
- > 100 km \$1.00/sqyd

Calculation of distance from shop provided via Google Maps.

2.07 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise

required to be made under this Agreement . Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule “B” or “C” (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

2.08 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker to perform work covered by this Collective Agreement on an hourly basis. This will not be used on a full time basis for production work, unless agreed to with the Union. In this case the “pieceworker hourly rate” set out in the Schedule B Rate Sheet, shall apply.

### **ARTICLE 3 - INVOICING**

3.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

3.02 The Standard union form invoice (Schedule “G”) must be provided by the Pieceworker to the Company, shall include the following information:

- a) the names, Union Membership Numbers and/or Social Insurance Numbers of all persons who performed any work set out in the invoice;
- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable;
- c) The total yardage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule C.

### **ARTICLE 4 - TOOLS**

4.01 Pieceworkers engaged under this Schedule shall supply and maintain all necessary tools to perform the work referred to herein. The Company will maintain its current practice of supplying power stretchers and other items which are not commonly supplied or regularly used by the Pieceworker. The necessary tools include the following:

Knee Kicker

Measuring Tape



|                   |   |
|-------------------|---|
|                   | Safety Glasses                          |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

## **ARTICLE 5 - SERVICEMAN / REPAIRMAN**

5.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 3 of this Schedule;

5.02 The Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. Specialized tools, not listed below, shall be provided by the Company without charge to the /Serviceman/Repairman. The tools to be provided by the Serviceman/Repairman are:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
| Safety Glasses    |   |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |

Assorted Knives

Spreaders (re glue down)

Tucking Knife

The Company shall continue its current practice of providing power stretchers to the Serviceman/Repairman, where required.

5.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a “time and materials” basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule C Rate Sheet - Carpet for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

5.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule “B” (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "C" Rate Schedule Carpet Low-Rise  
Pieceworker / Sub-contractor Rates**

|    |  | <b>JULY 1, 2024</b> |
|----|--|---------------------|
| 1  | Standard Carpet (Up to 40oz)                                     | \$4.10              |
| 2  | Upgrade - Regular (Over 40 oz)                                   | \$4.05              |
| 3  | Upgrade – Pattern  | \$4.10              |
| 4  | Berber and Sisal   | \$4.30              |
| 5  | Box Stair (per step)   | \$5.00              |
| 6  | Cap/Pie Cap Stair (per step)                                     | \$11.43             |
| 7  | Bound Runner (installation only)                                 | \$130.00            |
| 8  | runner (edges turned under)                                      | \$11.43             |
| 9  | Wraparound Runner  | \$10.25             |
| 10 | Wraparound Cap   | \$17.07             |
| 11 | Each Bullnose  | \$14.02             |
| 12 | Rail (per linear foot)   | \$1.88              |
| 13 | Baseboard (per linear foot)                                      | \$1.10              |
| 14 | Each Stringer  | \$1.38              |
| 15 | Boarder - Tape (per linear foot)                                 | \$1.70              |
| 16 | Boarder – Glued down (per linear foot)                           | \$2.00              |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                   | \$3.90              |
| 18 | Glue Down Corridors & Amenities<br>(standard carpet per sq. yd.) | \$4.90              |
| 19 | Glue Down Corridors & Amenities<br>(pattern carpet per sq. yd.)  | \$5.50              |
| 20 | Double Glue Down (standard carpet per sq. yd.)                   | \$6.75              |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                    | \$6.85              |
| 22 | Corridors Stretched In (plain carpet)                            | \$4.50              |
| 23 | Corridors Stretched In (pattern carpet)                          | \$5.00              |
| 24 | Lift Carpet Only (glue down)                                     | \$2.00              |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.) (onsite)               | \$2.12              |
| 26 | Lift Carpet / Pad / Dispose (per sq. yd.) (offsite)              | \$4.24              |
| 27 | Lift Carpet / Dispose (per sq. yd.) (onsite)                     | \$2.00              |
| 28 | Lift Carpet / Dispose (per sq. yd.) (offsite)                    | \$4.00              |
| 29 | Remove / Replace Furniture (per sq yd.)                          | TBN                 |
| 30 | CarpetTile   | NEGOTIABLE          |
| 31 | Hourly rate Pieceworker (While on site)                          | \$40.34             |
| 32 | Hourly rate Serviceman (With Own Truck)                          | \$45.64             |
| 33 | Hourly rate Serviceman (With Company Truck)                      | \$38.21             |
| 34 | Load / Unload Rate   | \$68.98             |
| 35 | Premium for carpet work in basements (per sq yd.)                | \$0.15              |
| 36 | Premium for staircases with 3 pickets (flat rate)                | \$35.00             |

|    |   |        |
|----|---|--------|
| 37 | Premium for work above the second floor (counting floors above grade) in low rise and stacked homes (per floor) (per sq yd.) unless material is delivered to the area to be installed | \$1.08 |
|----|---|--------|

**\*\*NOTE: These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Company.**

**Note 2: A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless, when material is required to be installed on concrete.**

**Note 3: The Company shall provide the adhesive and underlay which the Piecworker shall purchase at cost from the Company.**

**Note 4: If the Company requests removal/replacement of furniture, rates would be negotiated between the Company and the Piecworker.**

**Note 5: Load / Unload rate is applicable where the house assigned is not ready for installation, and the Piecworker returns the product to the shop.**

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecwork invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|------------------------------|-------------|-------------|-------------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>7%</b>   | <b>8%</b>   | <b>8.5%</b> |

Note: The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension



**Schedule “C” Rate Schedule Carpet High Rise  
Pieceworker / Sub-contractor Rates**

|    |   | <b>July 1, 2024</b> |
|----|---|---------------------|
| 1  | Standard Carpet (Up to 40oz)                                  | \$4.10              |
| 2  | Upgrade - Regular (Over 40 oz)                                | \$4.05              |
| 3  | Upgrade – Pattern   | \$4.10              |
| 4  | Berber and Sisal  | \$4.30              |
| 5  | Box Stair (per step)  | \$5.00              |
| 6  | Cap/Pie Cap Stair (per step)                                  | \$11.43             |
| 7  | Bound Runner (installation only)                              | \$130.00            |
| 8  | runner (edges turned under)                                   | \$11.43             |
| 9  | Wraparound Runner   | \$10.25             |
| 10 | Wraparound Cap  | \$17.07             |
| 11 | Each Bullnose   | \$14.02             |
| 12 | Rail (per linear foot)  | \$1.88              |
| 13 | Baseboard (per linear foot)                                   | \$1.10              |
| 14 | Each Stringer   | \$1.38              |
| 15 | Boarder - Tape (per linear foot)                              | \$1.70              |
| 16 | Boarder – Glued down (per linear foot)                        | \$2.00              |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                | \$3.90              |
| 18 | Glue Down Corridors & Amenities (standard carpet per sq. yd.) | \$4.90              |
| 19 | Glue Down Corridors & Amenities (pattern carpet per sq. yd.)  | \$5.50              |
| 20 | Double Glue Down (standard carpet per sq. yd.)                | \$6.75              |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                 | \$6.85              |
| 22 | Corridors Stretched In (plain carpet)                         | \$4.50              |
| 23 | Corridors Stretched In (pattern carpet)                       | \$5.00              |
| 24 | Lift Carpet Only (glue down)                                  | \$2.00              |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.) (onsite)            | \$2.12              |
| 26 | Lift Carpet / Pad / Dispose (per sq. yd.) (offsite)           | \$4.24              |
| 27 | Lift Carpet / Dispose (per sq. yd.) (onsite)                  | \$2.00              |
| 28 | Lift Carpet / Dispose (per sq. yd.) (offsite)                 | \$4.00              |
| 29 | Remove / Replace Furniture (per sq yd.)                       | TBN                 |
| 30 | CarpetTile  | <b>negotiable</b>   |
| 31 | Hourly rate Pieceworker (While on site)                       | \$40.34             |

|  |   |         |  |  |
|--|---|---------|--|--|
| 32   | Hourly rate Serviceman (With Own Truck)           | \$45.64 |  |  |
| 33   | Hourly rate Serviceman (With Company Truck)       | \$38.21 |  |  |
|  |   |         |  |  |
| 36   | Premium for staircases with 3 pickets (flat rate) | \$35.00 |  |  |
| <p><b>**NOTE:</b> These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Company.</p> <p><b>Note 2:</b> A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless installation, when material is required to be installed on concrete.</p> <p><b>Note 3:</b> The Company shall provide the adhesive and underlay which the Pieceworker shall purchase at cost from the Company.</p> <p><b>Note 4:</b> If the Company requests removal/replacement of furniture, rates would be negotiated between the Company and the Pieceworker.</p> |   |         |  |  |

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 18 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|------------------------------|-------------|-------------|-------------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>7%</b>   | <b>8%</b>   | <b>8.5%</b> |

Note: The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## **SCHEDULE "D"**

### **HOURLY EMPLOYEES – HARDWOOD AND LAMINATE INSTALLERS**

1.01 It is agreed that all hourly employees, helpers or learners employed to install, remove, service, or repair hardwood or laminate flooring and related items shall not be paid less than the amounts listed on the Schedule "D" Rate Sheet.

1.02 It is agreed that helpers/learners employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or an hourly person employed as a Journeyman Installer.

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

1.04 It is agreed that a Helper shall be an employee new to the industry, and may be kept at that level for up to six hundred (600) hours, after which they shall be progressed to the level and rate of Learner 1. A Learner 1 may be kept at that level for up to twelve hundred (1200) hours, after which they shall be progressed to the level and rate of Learner 2. A Learner 2 may be kept at that level until they are ready to progress to a full installer.

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

|                        |              |
|------------------------|--------------|
| New Helper (600 hours) | 50% of Rate  |
| Learner 1 (1200 hours) | 65% of Rate  |
| Learner 2 (1200 hours) | 85% of Rate  |
| Journeyman/Service man | 100% of Rate |

1.05 It is recognized that the rates for Helpers, Learners and Installers are minimum rates and it shall not be a violation of this Agreement to pay above the rates.

**Schedule “D” HOURLY EMPLOYEES – HARDWOOD AND LAMINATE (Low-Rise)**

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|                           |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
| Journeyman and Serviceman | May 1, 2022    | \$33.59     | \$3.36       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$0            | \$41.95 |
|                           | May 1, 2023    | \$35.77     | \$3.58       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$0            | \$44.70 |
|                           | May 1, 2024    | \$37.95     | \$3.80       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$0            | \$47.45 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
| Utility Man         | May 1, 2022    | \$26.84     | \$2.68       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$0            | \$34.52 |
|                     | May 1, 2023    | \$29.02     | \$2.90       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$0            | \$37.27 |
|                     | May 1, 2024    | \$31.20     | \$3.12       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$0            | \$40.02 |

| Wage Classification                     | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|   |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Learner/Helper per 2 <sup>nd</sup> Year | May 1, 2022    | \$28.85     | \$2.89       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0         | 1%                 | \$0           | \$36.74 |
|   | May 1, 2023    | \$31.04     | \$3.10       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0         | 1%                 | \$0           | \$39.49 |
|   | May 1, 2024    | \$33.22     | \$3.32       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0         | 1%                 | \$0           | \$42.24 |

| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Working Dues | OPDC-Employee | Total   |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------|---------------|---------|
|                                     |                |             |              |                  |         |               |                |           |              |        |             |              |               |         |
| Learner/Helper 1 <sup>st</sup> Year | May 1, 2022    | \$22.55     | \$2.26       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0         | 1%           | \$0           | \$29.81 |
|                                     | May 1, 2023    | \$24.74     | \$2.47       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0         | 1%           | \$0           | \$32.56 |
|                                     | May 1, 2024    | \$26.92     | \$2.69       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0         | 1%           | \$0           | \$35.31 |



**Schedule “D” HOURLY EMPLOYEES – HARDWOOD AND LAMINATE (High-Rise)**

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------|
|                           |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues |         |
| Journeyman and Serviceman | May 1, 2022    | \$33.59     | \$3.36       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$41.95 |
|                           | May 1, 2023    | \$35.77     | \$3.58       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$44.70 |
|                           | May 1, 2024    | \$37.95     | \$3.80       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$47.45 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------|
|                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues |         |
| Utility Man         | May 1, 2022    | \$26.84     | \$2.68       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$34.52 |
|                     | May 1, 2023    | \$29.02     | \$2.90       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$37.27 |
|                     | May 1, 2024    | \$31.20     | \$3.12       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$40.02 |

| Wage<br>Classification                        | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|---|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|
|   |                   |                |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |
| Learner/Helper<br>per<br>2 <sup>nd</sup> Year | May 1, 2022       | \$28.85        | \$2.89          | \$2.70              | \$0.90  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0            | 1%                    | \$0               | \$36.74 |
|   | May 1, 2023       | \$31.04        | \$3.10          | \$2.85              | \$1.00  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0            | 1%                    | \$0               | \$39.49 |
|   | May 1, 2024       | \$33.22        | \$3.32          | \$3.00              | \$1.10  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0            | 1%                    | \$0               | \$42.24 |

| Wage<br>Classification                        | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|---|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|
|   |                   |                |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |
| Learner/Helper<br>per<br>1 <sup>st</sup> Year | May 1, 2022       | \$22.55        | \$2.26          | \$2.70              | \$0.90  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0            | 1%                    | \$0               | \$29.81 |
|   | May 1, 2023       | \$24.74        | \$2.47          | \$2.85              | \$1.00  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0            | 1%                    | \$0               | \$32.56 |
|   | May 1, 2024       | \$26.92        | \$2.69          | \$3.00              | \$1.10  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0            | 1%                    | \$0               | \$35.31 |

## **Schedule “E”**

### **Pieceworker Schedule Hardwood and Laminate**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service and repair of hardwood and laminate flooring, and related materials, covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers.

1.02 It is agreed by the parties that the term “pieceworker”, where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker is a dependent contractor or independent contractors under any statute or regulation.

1.03 The parties agree that any Pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.04 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no Pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ such helpers or employees as may be necessary to perform the work

#### **ARTICLE 2 - INSURANCE AND STANDARDS OF WORK**

2.01 All pieceworkers/subcontractors engaged under this Schedule must maintain WSIB coverage for the Pieceworkers and all helpers/employees. The Pieceworker must provide the Company with a WSIB Clearance certificate confirming coverage, and replace that certificate each time it is renewed.

2.02 The Company may require that pieceworkers/subcontractors obtain and maintain a minimum of one million dollars (\$1,000,000.00) in general liability insurance which will respond to third party claims relating to property damage and/or personal injury. This Article shall not apply to pieceworkers who had a relationship with the Company prior to the introduction of this Collective Agreement and were not required to provide such insurance. If, however, the Pieceworker ceases to have a relationship with the Company, this Article may apply if they subsequently return.

#### **ARTICLE 3 - WAGES AND BENEFITS**

3.01 For all work, except as provided for in 3.03 below, the Company shall pay the pieceworker no less than the production rates set out in this Schedule (Schedule “E”), including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

3.02 In addition to the rates, travel allowance shall be paid as follows:

- 0 to 50 km
- > 50 km to 100 km     \$0.09/sqft
- > 100 km                 \$0.15/sqft

Calculation of distance from shop provided via Google Maps.

3.03 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made in respect of employees, pieceworkers and their respective helpers/learners under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "D" or "E" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

3.04 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. This will not be used on a full-time basis for production work, unless agreed to with the Union. In this case the "pieceworker hourly rate" set out in the Schedule "E" Rate Sheet, shall apply.

#### **ARTICLE 4 - PAYMENT OF HELPERS/ PARTNERS**

4.01 It is understood that a pieceworker may employ partners or helpers to assist in the performance of the work assigned to the pieceworker. Such partners or helpers shall be compensated for their work on the following basis:

- (a) If employed on an hourly basis, the partner or helper shall be paid no less than the hourly rate set out in Schedule "D" to this Agreement;
- (b) If the pieceworker and their partners or helpers have agreed to an alternate method of compensation then they shall do so in writing and a copy shall be filed with the Union together with the Pieceworker Participation Agreement and shall be enforceable;
- (c) If there is no agreement filed in accordance with subparagraph (b), then subparagraph (a) shall be deemed to apply.

4.02 The pieceworker shall be required to list all persons who performed work on each invoice submitted to the Employer. It is understood that any remittances made by the Employer on behalf of dues, benefits and contributions under this Collective Agreement shall be divided equally amongst the members of the crew.

## **ARTICLE 5 - INVOICING**

5.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

5.02 The Standard Union Invoice which must be provided by the Pieceworker to the Company, shall include the following information:

- a) the names, Union Membership Numbers of all persons who performed any work set out in the invoice;
- b) ~~A full description of the location of the houses or units or job sites worked on by such~~ pieceworkers and their helper/learners, if applicable, and the date upon which work was performed;
- c) The square footage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule "E".

## **ARTICLE 6 - PIECEWORKER RATES**

6.01 The Parties agree that production pieceworkers shall be paid in accordance with the Schedule "E" Rate Schedule – Hardwood and Laminate.

6.02 With respect to every piecework invoice rendered, the Company shall pay an additional percentage amount as set out in the Schedule "E" Rate Sheet – Hardwood and Laminate plus applicable taxes, which shall then be remitted to the Union for the provision of various contributions and benefits as provided for in this Schedule and in the Collective Agreement for the pieceworkers and their respective helpers/learners ("the Contributions"). The parties agree that all contributions, are to be calculated prior to any deductions, including any deductions for material under Article 17.04, and are to be paid in addition to and calculated upon, the amount of all invoices, before taxes and HST.

## **ARTICLE 7 - SERVICEMAN / REPAIRMAN**

7.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker employed pursuant to this Schedule the following terms shall apply:



- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement with the Union;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 5 of this Schedule.

7.02 The Piecework Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. .

7.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a “time and materials” basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule “E” Rate Sheet – Hardwood and Laminate for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) if the Company does not supply the materials necessary to perform the work, the Serviceman/Repairman shall be entitled to invoice those materials to the Company at cost, with the provision of all requisite bills;
- (e) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

7.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule E (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "E" Rate Schedule Hardwood and Laminate – Low Rise  
Pieceworker Rates applicable to pre-finished, sanded on site, solid, engineered, floating  
system (Laminate & Vinyl Plank ), nailed & glued**

| <b>Schedule "E" Rate Schedule<br/>Hardwood and Laminate</b>                             | <b>July 1, 2024</b> |
|---|---------------------|
| Solid / Engineered naildown (all sizes)   | \$1.70              |
| Engineered / Laminate Floating (Low-rise) *Inclusive of transition strips               | \$1.00              |
| Engineered Glue Down  | \$1.65              |
| Cork Glue Down  | \$0.50              |
| Gluedown and Naildown   | \$2.00              |
| Covering & Taping Floors (Company providing the materials)                              | \$0.05              |
| Install Subfloor/Plywood (3/8") (Installer to provide fastening)                        | \$1.00              |
| Screwdown for existing subfloor (Installer responsible for screws)                      | \$0.50              |
| Engineered/Laminate (Nail and Click)  | \$1.55              |
| Plywood (1/4") – main and second floor (Company will provide fastening)                 | \$0.80              |
| Herringbone (if no design/border)   | \$3.00              |
| Herringbone (if design/border)  | \$3.50              |
| 45 degree (premium above standard rates)  | \$1.00              |
| Flush Mount Vent (ea.)  | \$12.00             |
| Subfloor preparation  | \$0.10              |
| Vinyl Plank Floors  | \$1.10              |
| Door Stops/Shoe Moulding/ PLF   | \$0.50              |
| Nail and Glue Assist  | \$1.60              |
| Installation on landings (complete – per landing)                                       | \$75.00             |
| <b>Remove/Dispose Rates (strictly on site, and bin is supplied by contractor/owner)</b> |                     |

|   |             |
|---|-------------|
| Remove/Dispose Ceramic Flooring   | \$1.40/sqft |
| Remove/Dispose Laminate Flooring  | \$0.62/sqft |
| Remove/Dispose Vinyl Flooring   | \$0.62/sqft |
| Remove/Dispose Parquet Flooring<br>(includes removal of glue)   | \$1.00/sqft |
| Remove/Dispose Nailed Down or<br>Glued Down Flooring  | \$1.00/sqft |
| Remove/Dispose Nailed Down and<br>Glued Down Flooring   | \$1.25/sqft |
| Premium where cabinets installed (paid<br>on kitchen area only) (Glue Down /nail<br>only).                            | \$0.10/sqft |
| Premium for work above the second<br>floor (counting floors above grade) in<br>low rise and stacked homes (per floor) | \$0.12/sqft |
| Hourly rate (while on site)   | \$47.76     |
| Serviceman/ Repairman (hourly rate)   | \$47.76     |
| Serviceman/ Repairman (hourly rate –<br>With Company Truck)   | \$38.76     |

#### Notes to Schedule E

- A. Standard Adhesive, underlayment, and all other installation accessories (including reducers) are included in the rates above. Pieceworker must purchase Adhesive and Underlayments from the Company, which will be supplied by the Company at cost. However upgraded materials or underlayment (including Aquabar) will be supplied to the Pieceworker at no charge. Where floor covering is required, Company will supply all necessary materials at no charge.
- B. Pieceworker to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Landing Rates above only apply when Pieceworker are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                          |  |  |                   |
|--------------------------|--|--|-------------------|
|                          |  |  | <b>On Signing</b> |
| <b>Contribution Rate</b> |  |  | <b>8.5%</b>       |

**Note:** The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## Schedule "E" Rate Schedule Hardwood and Laminate – High Rise

**Pieceworker Rates applicable to pre-finished, sanded on site, solid, engineered, floating system (Laminate & Vinyl Plank), nailed & glued**

| <b>Schedule "E" Rate Schedule<br/>Hardwood and Laminate</b>   | <b>July 1, 2024</b> | <b>March 1, 2025</b> |
|---|---------------------|----------------------|
| Solid / Engineered naildown (all sizes)   | \$1.70              | \$1.70               |
| Engineered / Laminate Floating (High-rise) *Inclusive of the cutting of door jambs to adjust the heights of the casings | \$0.80              | \$0.90               |
| Engineered Glue Down  | \$1.50              | \$1.50               |
| Cork Glue Down  | \$0.50              | \$0.50               |
| Gluedown and Naildown   | \$2.00              | \$2.00               |
| Install Subfloor/Plywood (3/8")<br>(Installer to provide fastening)   | \$1.00              | \$1.00               |
| Screwdown for existing subfloor<br>(Installer responsible for screws)   | \$0.50              | \$0.50               |
| Engineered/Laminate (Nail and Click)  | \$1.55              | \$1.55               |
| Plywood (1/4") – main and second floor<br>(Company will provide fastening)  | \$0.80              | \$0.80               |
| Herringbone (if no design/border)<br>Double Glue Down Installation  | \$3.00              | \$3.00               |
| Herringbone (if design/border)<br>Double Glue Down Installation   | \$3.50              | \$3.50               |
| 45 degree (premium above standard rates)  | \$1.00              | \$1.00               |
| Flush Mount Vent (ea.)  | \$12.00             | \$12.00              |



|   |             |             |
|---|-------------|-------------|
| Subfloor preparation  | \$0.10      | \$0.10      |
| Vinyl Plank Floors  | \$0.80      | \$0.90      |
| Nail and Glue Assist  | \$1.60      | \$1.60      |
| Installation on landings (complete – per landing)   | \$75.00     | \$75.00     |
| <b>Remove/Dispose Rates (strictly on site, and bin is supplied by contractor/owner)</b>                         |             |             |
| Remove/Dispose Ceramic Flooring   | \$1.40/sqft | \$1.40/sqft |
| Remove/Dispose Laminate Flooring  | \$0.62/sqft | \$0.62/sqft |
| Remove/Dispose Vinyl Flooring   | \$0.62/sqft | \$0.62/sqft |
| Remove/Dispose Parquet Flooring (includes removal of glue)  | \$1.00/sqft | \$1.00/sqft |
| Remove/Dispose Nailed Down or Glued Down Flooring   | \$1.00/sqft | \$1.00/sqft |
| Remove/Dispose Nailed Down and Glued Down Flooring  | \$1.25/sqft | \$1.25/sqft |
| Premium where cabinets installed (kitchen area only)  | \$0.10/sqft | \$0.10/sqft |
| Glue Down/Nail Down Only  |             |             |
| Premium for work above the second floor (counting floors above grade) in low rise and stacked homes (per floor) | \$0.12/sqft | \$0.12/sqft |
| Hourly rate (while on site)   | \$47.76     | \$47.76     |
| Serviceman/ Repairman (hourly rate)   | \$47.76     | \$47.76     |
| Serviceman/ Repairman (hourly rate – With Company Truck)  | \$38.76     | \$38.76     |

#### Notes to Schedule E – High-Rise

- A. Installation of Standard Adhesive, underlayment, and all other installation accessories (including but not limited to shoe molds, reducers, window molds, floor covering and t-caps) are included in the installation rates

above. Pieceworker must purchase Adhesive which will be supplied by the Company at cost. The Company will supply acoustical underlayment, door stop, shoe moulds, t-caps, Aquabar and all floor covering material at no cost to the Pieceworker.

- B. Pieceworker to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker/ Subcontractor for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Landing Rates above only apply when Pieceworker are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                   | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|-------------------|-------------|-------------|-------------|
| Contribution Rate | 6%          | 7.5%        | 8.5%        |

**Note:** The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## SCHEDULE "F"



# Carpet and Hardwood Sector Deficiency Notice

|  |                   |
|--|-------------------|
| Date: _____                                  | <b>D</b>          |
| 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 |
|--|------|--------|------|
|  |      |        |      |
|  |      |        |      |
|  |      |        |      |
|  |      |        |      |
| Total Estimate to Repair / Correct Deficiency (before tax) |      |        |      |

*Please Sign and Acknowledge Below (choose 1, 2 or 3 as applicable)*

- ☐ Option 1. The undersigned subcontractor / pieceworker will perform the deficiency as noted above within **7 working days** or as per the scheduled date of \_\_\_\_\_
- ☐ Option 2. The undersigned subcontractor / pieceworker does not wish to do the repair but rather have the company do the work and backcharge the subcontractor / pieceworker directly as per the above estimate.
- ☐ Option 3. I, the named subcontractor / pieceworker, have inspected the deficiency with \_\_\_\_\_ for which I do not accept responsibility for the following reasons:  
[ please note ] \_\_\_\_\_

**Deficiency Notice received by subcontractor / pieceworker on:**

|  |
|--|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span>Signature</span> </div> |
|--|

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

|  |
|--|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span>Signature</span> </div> |
|--|

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

1263 Wilson Avenue, Suite 209, Toronto, Ontario M3H 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunacalocal183.ca

28NOV2016

## SCHEDULE "G"



# LIUNA! LOCAL 183

*Feel the Power*

## Carpet and Hardwood Sector: Notice of Job Sites

### General Information

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

Contractor: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Job Site Details

|                            |                     |
|----------------------------|---------------------|
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |

MAY 2019

# **Schedule B**

## **Residential Hardwood and Carpet Agreement**

**May 24, 2024 – April 30, 2025**



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## **COLLECTIVE AGREEMENT**

### **RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION**

THIS AGREEMENT effective July 1, 2024 to April 30, 2025.

BETWEEN:

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

(hereinafter called the "Union")

-and-

**THE RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION**

("the "Association" ")

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

**AND WHEREAS** it is agreed that the term "Company" is without prejudice to the position of any party on whether the Company is the employer of any particular worker; and the term "Pieceworker" is without prejudice to the position of any party on whether any Pieceworker is a dependent or independent subcontractor; and that this Agreement is to be interpreted to include all such relationships;

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

#### **ARTICLE 1 - PURPOSE**

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

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

## **ARTICLE 2 - RECOGNITION**

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all construction employees, including pieceworkers and their helpers/learners engaged in the installation or removal of carpet, service and repair of hardwood, laminate and other floor coverings, and all work incidental to or necessary for the performance of such work, working in OLRB Geographic Areas 7, 8, 9, 10, 11, 12, 18, , 27 and 29, save and except persons performing work covered by a subsisting collective agreement, and except non-working foremen, those persons above the rank of non-working foreman, office, clerical staff.

It is further agreed that this Collective Agreement does not apply to work in the industrial, commercial or institutional sector of the construction industry. It is further agreed that this Collective Agreement does not apply to private-client retail work. This does not exclude any work for a builder or developer on any new construction projects or private homes.

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 4 - MANAGEMENT RIGHTS**

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

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

- (c) Make, alter from time to time and enforce reasonable rules of conduct and procedure to be observed by employees, pieceworkers, and their respective helpers/learners.

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

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

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

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

## **ARTICLE 5 - HOURS OF WORK (HOURLY PAID EMPLOYEES)**

5.01 The wages for hourly paid employees shall be those as set out in Schedule "B" (carpet) and/or "D" (hardwood/laminate) which form part of this Agreement. There shall continue to be separate schedules for low-rise and high-rise hourly employees.

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

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

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



- (i) The address of the Employer on the cheque stub.

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

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

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

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

## **ARTICLE 6 - PRODUCTION PIECEWORK/SUBCONTRACTOR RATES**

6.01 The rates for pieceworkers/subcontractors shall be those as set out in Schedule "C" (carpet) or "E" (hardwood/laminate) which form part of this Agreement. It is understood that in each of Schedule C and E there are separate piecework rate sheets for low rise and high rise, even if the rates are the same.

6.02 It is understood that a Pieceworker may engage helpers. The Pieceworker must pay the helper in accordance with Schedule "B", "D", or Article 4 of Schedule "E" as applicable. Benefits and contributions submitted for pieceworkers shall be for all members of the crew, including any helpers, performing work listed on the invoice. In no case will the pieceworker/subcontractor list an individual on an invoice who did not in fact perform work.

6.03 For low rise work, crew size shall be limited to eight (8) persons. The Company shall notify the Union if it requires more than one crew to work on a given house.

## **ARTICLE 7 - GRIEVANCE AND ARBITRATION PROCEDURE**

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

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

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

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

7.04 Time limits in the grievance procedure are mandatory. Any grievance not submitted or processed within the time limits provided for herein shall be deemed to have been settled, abandoned, or withdrawn. Any discussions or meetings will be scheduled at mutually agreeable times. Where a difference arises between any of the parties hereto relating to the interpretation, administration or alleged violation of this Agreement, including any question as to whether the matter is arbitrable, either party may, after exhausting the grievance procedure described above, notify the other party of its desire to proceed to arbitration. A party proceeding to final and binding arbitration shall provide written notice to the other of its intent to do so. Within ten (10) days of the delivery of such notice, the parties shall agree to proceed to arbitration on a mutually agreeable date with an arbitration board consisting of one of the arbitrators listed below.

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

Eli Gedalof

Jim Hayes

Neil Keating

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

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

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

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

## **ARTICLE 8 - UNION AND MANAGEMENT GRIEVANCES**

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

8.02 A Union Policy Grievance which is defined as an alleged violation of this Collective Agreement involving a number of employees in the bargaining unit, or a grievance involving the Union itself, including the application or interpretation of this Agreement, may be brought forward and it will be treated as any grievance and referred to arbitration in the same way as a grievance of any employee.

## **ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE**

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

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

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

## **ARTICLE 10 - BUSINESS REPRESENTATIVES**

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

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

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

## **ARTICLE 11 - STEWARDS**

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

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

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

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

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

## **ARTICLE 12 - HOLIDAYS AND VACATIONS**

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

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

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

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

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

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



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

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

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

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## **ARTICLE 13 - NO STRIKE – NO LOCK OUT**

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

## **ARTICLE 14 - SAFE WORKING CONDITIONS**

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

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

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

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

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

## **ARTICLE 15 - WORKERS' COMPENSATION**

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

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

## **ARTICLE 16 - PRODUCTIVITY**

16.01 For low rise jobs, all employees, pieceworkers and their respective helpers/learners shall pick up all necessary materials from the warehouse of the Company at hours designated by the Company, and shall return all extra materials from the site to the warehouse. For high rise jobs the Company shall deliver all necessary materials to site prior to the worker's scheduled work, on the floor on which it is to be installed.

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

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

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

## ARTICLE 17 - SUBCONTRACTING OF WORK

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

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

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

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

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

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

## ARTICLE 18 - BACK CHARGES AND HOLDDBACK

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

18.02 ...

(a) In the event that the Company becomes aware of deficiencies caused by a Subcontractor/Pieceworker or their crew, within ten (10) months of installation, the following process shall apply. The Parties agree that such deficiencies may include a charge or fine from a builder or client that is a direct result of an act or omission on the part of the Pieceworker.

(b) The Company will advise the Pieceworker of the particulars of the deficiency in writing on the prescribed form attached at Schedule "F", along with any supporting documentation ("Written Notice"). No deficiency or back charge may be processed against a Pieceworker which is not made in accordance with this process.

(c) The Pieceworker has 48 hours, or longer if permitted by the Company, from receipt of Written Notice to repair or inspect the deficiency.

(d) If the Pieceworker does not repair the deficiency within 48 hours, or longer if permitted by the Company, of receipt of the Written Notice, then the Company may back charge the Pieceworker the cost of the repair. The amount of a back charge shall be the actual cost incurred by the Company as a direct result of a Pieceworker's error, omission or damage.

(e) If the Company's service department has to repair the deficiency outlined in the Written Notice, the Pieceworker will be back charged equal to the hourly Serviceman rate plus materials.

(f) Ten (10) days after issuing the Written Notice the Company may backcharge the Pieceworker the amount specified in the Written Notice and may deduct that amount from amounts owing to the Pieceworker on invoices submitted, until such time as the deficiency is rectified, subject to Article 18.02(c) above and Article 18.02(g) below. The Company shall not deduct more than 20% of any particular invoice.

(g) The Company shall, at the same time as advising the Pieceworker per (a) above, provide the Union with a copy of any Written Notice with respect to which it intends to impose a back charge, and shall notify the Union in writing of the amount to be back charged, and thereafter include 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 to the Union on request.

(h) Where the Company issues a Written Notice, if the Union or the 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 procedure. 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.

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

18.03 Where a Pieceworker believes that the Company has made a mistake with respect to the materials or quantity of materials, he shall contact the company to clarify the situation. Where a Pieceworker cannot complete all of the assigned work due to mistakes with respect to materials or quantity of materials, they shall complete and invoice for all work possible. Where the entire work assigned has not been completed due to mistakes with respect to materials or quantity of materials and the Employer requires the original Pieceworker to re-attend at the site (which site is different from the site the pieceworker / subcontractor is currently working on) and complete the house or unit, the pieceworker / subcontractor shall be entitled to a minimum charge of \$100.00 for hardwood or \$75.00 for carpet. If the pieceworker / subcontractor is required to return to the same site the pieceworker / subcontractor is currently working on the Pieceworker shall be entitled to a minimum charge of \$50.00.

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

18.05 The Company is entitled to create one holdback fund for all Pieceworkers. This holdback fund shall not exceed \$2000 for each Pieceworker. Should the Company choose to create a holdback fund, then the holdback amount shall be held in a separate bank account dedicated to holding holdback funds. These funds are held in trust for all Pieceworkers subject to any backcharge which may be applied using the process above. The Company is not entitled to any interest accrued on any Pieceworker holdback account.

18.06 The Company acknowledges that the holdback accounts belong to the Pieceworkers and that any such monies are held in trust for them. If any interest is earned on a Pieceworker holdback account it shall be shared equitably amongst the Pieceworkers having a holdback account.

18.07 The holdback account may be established by the Company as soon as the Pieceworker commences work for the Company. The Company shall be entitled to deduct money from the invoices which are payable to the Pieceworker to fund the holdback account, or to replenish it, and shall clearly indicate such deductions on the invoice. However, in no circumstance shall the Company deduct more than 10% of any invoice for holdback replenishment. Where multiple claims are made in respect of a Pieceworker, the claims will be prioritized by the date of initial installation.



18.08 If a 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,

18.09 It is understood that any holdback accounts consist of amounts owned by the Pieceworker, subject to the backcharge provisions in the collective agreement. When, for the purpose of establishing a holdback, amounts are deducted from the invoiced totals owing to Pieceworkers (calculated on the install portion, and prior to any allowances), 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 Pieceworker and the Union of the amount of such deduction together with a copy of the deficiency notice.

18.10 Each Company which maintains a holdback account for any Pieceworker covered by this Collective Agreement shall provide a Holdback Summary Notice to the Union. The Holdback Summary Notice shall list each Pieceworker and the amount held by the Company for each Pieceworker as of the last day of the month prior to the Notice. The Holdback Summary Notice shall also include a bank statement showing the total balance of the holdback account held by the company for all pieceworkers as of the last day of the month prior to the notice..

(a) 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 every 2-months: on the 15<sup>th</sup> day of each of June, August, October, December, February, April.

(b) 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 Association. 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.

18.11 Upon request any remaining outstanding holdback monies will be returned to the Pieceworker no later than six (6) months after they last performed work for the Company. With respect to any deficiency notices issued above which may lead to a deduction from a holdback account being held in trust, the Company shall provide a copy of that notice to the Union at the same time it is issued to the Pieceworker. Any installer who begins working for a new Company shall remain liable to pay any monies owed to the previous Company.

18.12 The Company is responsible for the payment of all remittances to the Union and/or the trust funds described in this Collective Agreement with respect to all work performed by pieceworkers/subcontractors in accordance with Schedule "C" or "E". Without limiting the

generality of the foregoing, it is agreed that all benefit contributions and remittances are calculated prior to any holdback or back charges which are or which may be imposed pursuant to this Article and prior to any deductions to create or maintain the holdback account referred to in this Article.

18.13 It is agreed that a pieceworker/subcontractor may request that some or all of the holdback account be returned to the pieceworker/subcontractor in situations of hardship or demonstrated need. The Company will consider all such requests and will not unreasonably withhold its agreement. It is understood, however, that the Company may thereafter take steps to replenish the holdback account, subject to the provisions of the Article 4.02 above.

## **ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.**

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

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

19.03 With respect to pieceworkers/subcontractors and their helpers/learners the Company agrees to pay, deduct and remit to the Union and its applicable Trust Funds, such contributions as are designated by the Union, and at the percentage rate set out in Schedule "C" or "E" for all work invoiced, calculated on the total amount paid prior to HST or any deduction for materials, or backcharge, with respect to: Health and Welfare Benefits; Labourers' Pension Fund of Central and Eastern Canada,; Training; Pre-Paid Legal Plan; Central and Eastern Canada Organizing Fund; Promotion Fund; and Vacation and Holiday Pay Fund.

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

- (a) an Employer Contribution Report (Hourly), which shall include the names and Union Membership Numbers or Social Insurance Number of all hourly employees of the Company who performed work in the preceding month, and the hours worked in that month;
- (b) where the Company did not employ any hourly employees in the preceding month, the Company shall submit an Employer Contribution Report (Hourly) marked "NIL"; and

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

19.05        **Effective May 1, 2025** the following shall apply when the Company accepts a contract to install flooring that is not directly from the Builder/Developer and/or Owner and/or the Project General Contractor or Construction Manager and/or another Company bound to this agreement, the Company shall pay an additional \$1.20 per hour worked under Schedule B or D and/or 2% of the gross pieceworker invoices submitted under Schedule C or E, which shall be remitted to the Union together with the remittances set out above and split equally between the Union and Association.

19.06        If there is a dispute about the source of a contract, the burden shall be upon the Company to establish that the contract came from Builder/Developer and/or Owner and/or the Project General Contractor or Construction Manager. If this cannot be established, the Company shall pay the premium listed above in 19.05.

19.07        If the Labourers Pension Fund of Central and Eastern Canada is unable to accept pension contributions 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 20 - SEVERABILITY**

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

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

## **ARTICLE 21 - CONDITIONS OF EMPLOYMENT**

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

## **ARTICLE 22 - MAINTENANCE OF RATES AND ALLOWANCES**

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

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

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

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

22.05 Where a worker arrives on site as per the schedule provided, and there is no available work or alternative work, for reasons beyond their control, they shall be sent home and be paid \$82.00.

## **ARTICLE 23 - SERVICEMEN/HANDYMEN**

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

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

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

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

## **ARTICLE 24 - NOTICE OF PROJECT STARTS**

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

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

## **ARTICLE 25 - ARTICLE 25 – RECOGNITION OF ASSOCIATION**

25.01 The Union recognizes the Association as the employer bargaining agent for all employers signatory to this agreement, and for any other contractor bound to the Union who after the signing of this Agreement voluntarily joins the Association. The Association will advise the Union of any new company which becomes a member of the Association and for which it is the bargaining agent.

25.02 It is the intention of the parties that this agreement shall be the industry standard agreement for the removal, installation, service and repair of carpet, hardwood, laminate and related floor coverings.

In collective bargaining in 2025 the Union will propose and seek to enforce through any available means that any independent contractor performing work covered by this Agreement, shall sign this Agreement or an independent agreement which contains the same terms as this Agreement. For clarity in 2025 and following the Union will not enter into any collective agreement which contains any terms different from this agreement.

25.03 Each Company will pay an Industry Fund Contribution with respect to all work performed under this Collective Agreement, which shall be sent to the Union along with the monthly



contributions set out in Article 19 by no later than the 15<sup>th</sup> day of the month following the work, which shall be calculated as:

(a) For members of the Association five cents (\$0.05) per hour earned by hourly employees under Schedule B or D; plus

(b) For members of the Association a flat fee of five hundred dollars (\$500.00) per month as indicated on the contribution form, plus one quarter of a percent (0.25%) of the gross amount derived for pieceworker remittances under Schedules C or E;

or

(d) For non-members of the Association twenty five cents (\$0.25) per hour earned by hourly employees under Schedule B or D; plus,

~~(e) For non-members of the Association a flat fee of seven-hundred and fifty (\$750.00) per month as indicated on the contribution form, plus five percent (5%) of the gross amount derived for pieceworker remittances under Schedules C or E ;~~

and

(f) It is understood that the flat fee referenced above is payable regardless of whether the Company has made remittances to the Union for that month.

(g) the Employer agrees to pay Harmonized Sales Tax (HST), or any other applicable taxes in respect of such industry fund.

25.04 The Association will be required to sign the standard contract agreement with the Benefit Plan Administrators (BPA) with respect to the collection and remittance of the Industry Fund.

25.05 The Association shall have the right to increase or decrease the Industry Fund during the term of this Agreement. Such increases shall be communicated to the Union in writing and shall be effective thirty (30) days after the Association. It is understood that until the Association is accredited, no change of Industry Fund shall be applicable until the Companies bound to this Agreement have agreed to the new industry fund amounts, and the Association has confirmed such notice to the Union in writing.

25.07 The Union will advise the Association of any new Company becoming bound to this Agreement so that the Association may communicate the benefits of Association membership.

## **ARTICLE 26 - TECHNOLOGICAL CHANGE**

26.01 In the event that during the term of this Collective Agreement industry developments or practices result in the requirement for new classification of work and/or employees, whether or not such changes are as a result of technological change, the Company and the Union shall meet within

fifteen (15) days' notice to each other to commence negotiations to establish such conditions, classifications, wages or piecework rates as may be appropriate. It is the intention of the parties that, whenever possible, such notice should be given prior to any such new work being performed.

26.02 If the Parties are unable to agree on the classifications, wages or piecework rates, as may be applicable, within sixty (60) days of commencing such negotiations, then either party may refer that matter to an arbitrator listed in Article 7 of this Collective Agreement, and the parties agree to and request that the arbitrator shall schedule a hearing to determine the outstanding matters, and agree to be bound by that decision. The parties agree that the process will be interest arbitration and not final offer selection.

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

26.04 Notice of deficiencies (Schedule "F") and back charges can be communicated through email and/or text message.


## ARTICLE 27 - DURATION

27.01 The Parties agree that this Collective Agreement shall be in effect from signing until April 30, 2025 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision of the Agreement within one hundred and eighty (180) days of April 30, 2025 or any like period in any third year thereafter.

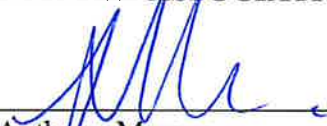
Signed and dated at Toronto, this 24<sup>th</sup> day of May, 2024

### FOR THE UNION

  
\_\_\_\_\_  
Jack Oliveira

  
\_\_\_\_\_  
Jaime Cortez

### FOR THE ASSOCIATION

  
\_\_\_\_\_  
Anthony Marano  
1249762 Ontario Inc. o/a  
Mega City Tiling

  
\_\_\_\_\_  
Jim De Angelis  
Advance Hardwood Flooring Inc.

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Luis Camara

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Joe Tersigni

## **Schedule “A”**

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

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

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

**“The Apartment Builders Agreement”**, being a Collective Agreement between Metropolitan Toronto Apartment Builders’ Association and Labourers’ International Union of North America, Local 183.

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

**“The Concrete and Drain Agreement”**, being a Collective Agreement between the Concrete and Drain Contractors’ Association and Labourers’ International Union of North America, Local 183.

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

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

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

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

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

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

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

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

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

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

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

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

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

**“The Railing Agreement”**, being a Collective Agreement between the Greater Toronto Railings Association and Labourers’ International Union of North America, Local 183

**“The Self Levelling Agreement”**, being a Collective Agreement between the Residential Floor Levelling Association and Labourers’ International Union of North America, Local 183



## **SCHEDULE "B"**

### **HOURLY EMPLOYEES – CARPET INSTALLERS**

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

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

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

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

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

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

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

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  |        | Promo. Fund. | Employee Deduction |         | Total |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|--------|--------------|--------------------|---------|-------|
|                     |                |             |              |                  |         |               |                |           |              |        |        | Working Dues | OPDC- Employee     |         |       |
| Master Installer    | May 1, 2022    | \$37.04     | \$3.70       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05 | 1%           | \$0                | \$46.29 |       |
|                     | May 1, 2023    | \$39.22     | \$3.92       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05 | 1%           | \$0                | \$49.04 |       |
|                     | May 1, 2024    | \$41.40     | \$4.14       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05 | 1%           | \$0                | \$51.79 |       |

| Wage Classification    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                        |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Journeyman/ Serviceman | May 1, 2022    | \$32.43     | \$3.24       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05      | 1%                 | \$0            | \$41.22 |
|                        | May 1, 2023    | \$34.61     | \$3.46       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05      | 1%                 | \$0            | \$43.97 |
|                        | May 1, 2024    | \$36.79     | \$3.68       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05      | 1%                 | \$0            | \$46.72 |

| Wage<br>Classification | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long<br>Term | Retiree<br>Fund | CECOF | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|------------------------|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|--------------|-----------------|-------|----------------|-----------------------|-------------------|---------|
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | Working<br>Dues       | OPDC-<br>Employee |         |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$36.18 |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$38.93 |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%                    | \$0               | \$41.68 |

| Wage<br>Classification | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long<br>Term | Retiree<br>Fund | CECOF | Promo.<br>Fund | Working<br>Dues | OPDC-<br>Employee | Total |
|------------------------|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|--------------|-----------------|-------|----------------|-----------------|-------------------|-------|
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |
|                        |                   |                |                 |                     |         |                  |                   |              |                 |       |                | 1%              | \$0               |       |

| Wage<br>Classification                 | Effective<br>Date | Hourly Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | Employee<br>Deduction |                |                 |                   | Total   |
|--|-------------------|-------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|-----------------------|----------------|-----------------|-------------------|---------|
|  |                   |             |                 |                     |         |                  |                   |           |                 | CECOF                 | Promo.<br>Fund | Working<br>Dues | OPDC-<br>Employee |         |
| Learner/Helper<br>1 <sup>st</sup> Term | May 1, 2022       | \$20.20     | \$2.02          | \$2.70              | \$1.40  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25                | \$0.05         | 1%              | \$0               | \$27.77 |
|  | May 1, 2023       | \$22.38     | \$2.24          | \$2.85              | \$1.50  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25                | \$0.05         | 1%              | \$0               | \$30.52 |
|  | May 1, 2024       | \$24.56     | \$2.46          | \$3.00              | \$1.60  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25                | \$0.05         | 1%              | \$0               | \$33.27 |

## Schedule “B” HOURLY EMPLOYEES – CARPET (High-Rise)

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Master Installer    | May 1, 2022    | \$37.04     | \$3.70       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05      | 1%                 | \$0            | \$46.29 |
|                     | May 1, 2023    | \$39.22     | \$3.92       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05      | 1%                 | \$0            | \$49.04 |
|                     | May 1, 2024    | \$41.40     | \$4.14       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05      | 1%                 | \$0            | \$51.79 |

| Wage Classification    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |                | Total   |
|------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|----------------|---------|
|                        |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC- Employee |         |
| Journeyman/ Serviceman | May 1, 2022    | \$32.43     | \$3.24       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0.05      | 1%                 | \$0            | \$41.22 |
|                        | May 1, 2023    | \$34.61     | \$3.46       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0.05      | 1%                 | \$0            | \$43.97 |
|                        | May 1, 2024    | \$36.79     | \$3.68       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0.05      | 1%                 | \$0            | \$46.72 |



| Wage Classification                    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                |         |
|--|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|  |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
| Learner/Helper<br>3 <sup>rd</sup> Term | May 1, 2022    | \$27.85     | \$2.78       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0            | \$36.18 |
|  | May 1, 2023    | \$30.03     | \$3.00       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0            | \$38.93 |
|  | May 1, 2024    | \$32.21     | \$3.22       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0            | \$41.68 |

| Wage Classification                    | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|--|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|  |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
|  |                |             |              |                  |         |               |                |           |              |                    |             |              |                |         |
| Learner/Helper<br>2 <sup>nd</sup> Term | May 1, 2022    | \$24.80     | \$2.48       | \$2.70           | \$1.40  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0.05      | 1%           | \$0            | \$32.83 |
|  | May 1, 2023    | \$26.98     | \$2.70       | \$2.85           | \$1.50  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0.05      | 1%           | \$0            | \$35.58 |
|  | May 1, 2024    | \$29.16     | \$2.92       | \$3.00           | \$1.60  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0.05      | 1%           | \$0            | \$38.33 |

| Wage<br>Classification                 | Effective<br>Date | Hourly Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   |         | Total |
|--|-------------------|-------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|-------|
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |       |
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                |                       |                   |         |       |
|  |                   |             |                 |                     |         |                  |                   |           |                 |        |                |                       |                   |         |       |
| Learner/Helper<br>1 <sup>st</sup> Term | May 1, 2022       | \$20.20     | \$2.02          | \$2.70              | \$1.40  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0.05         | 1%                    | \$0               | \$27.77 |       |
|  | May 1, 2023       | \$22.38     | \$2.24          | \$2.85              | \$1.50  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0.05         | 1%                    | \$0               | \$30.52 |       |
|  | May 1, 2024       | \$24.56     | \$2.46          | \$3.00              | \$1.60  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0.05         | 1%                    | \$0               | \$33.27 |       |

## **Schedule “C”**

### **Pieceworker Schedule Carpet Installation**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service or repair of carpet, underpad and related materials covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers.

1.02 The parties agree that a pieceworker entity will consist of not more than two (2) individuals, who actually perform work, working as a sole proprietorship, in partnership or through a corporation, such individuals being referred to as a “piecework crew leader”. A piecework crew leader may engage a helper or learner to assist them in their work.

1.03 It is agreed by the parties that the term “pieceworker”, where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker is a dependent contractor or independent contractors under any statute or regulation.

1.04 The parties agree that any Pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union and obtain a valid union clearance slip.

1.05 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ on an hourly basis a helper/learner as may be required, and that helper/learner shall be paid the applicable hourly rate set out in Schedule “B” to this Collective Agreement.

#### **ARTICLE 2 - WAGES AND BENEFITS**

2.01 Subject to Article 2.02 the Company shall maintain WSIB coverage for all carpet installers, including pieceworkers and their helpers/Learners.

2.02 If the Pieceworker is required to obtain and maintain coverage under the Workplace Safety & Insurance Act including a clearance certificate for themselves and their respective helpers, then the Pieceworker shall pay the Workplace Safety & Insurance Board (“WSIB”) the applicable premium to acquire the clearance certificate and maintain coverage under the Workplace Safety & Insurance Act, and the following shall apply:

##### *Reimbursement*

(a) In addition to the contract price, the Company will pay the Pieceworker an amount equivalent to the value of the required WSIB premium for each contract performed by the Pieceworker, for the Company, based upon the basic WSIB premium rate (rate G5 Specialty Trades Construction) established for the year by the WSIB ("basic WSIB premium rate"). The required WSIB premium is calculated by applying the basic WSIB premium rate to the Pieceworker's gross invoice addressed to and payable by the Company.

(b) If the Pieceworker is entitled to a discount of the basic WSIB premium rate based on the Pieceworker's performance, the Pieceworker shall be entitled to retain the difference between the basic WSIB premium rate and the discount rate. The Pieceworker shall also be required to pay any premium rate surcharge assessed over and above the basic WSIB premium rate. The Company shall continue to pay to the Pieceworker the required WSIB premium, based upon the basic WSIB premium rate, as calculated above, inserted on the invoice produced by the Pieceworker but shall not be required to reimburse for any premium rate surcharges or be entitled to any discount to the basic WSIB premium rate.

(c) The Company will not be required to pay benefits or any other amounts in connection with a WSIB premium payment.

(d) It is understood that the WSIB Reimbursement will be paid on each invoice. The Pieceworker will list the WSIB Reimbursement on the invoice, and the Company will list the amount paid with respect to the WSIB Reimbursement on the cheque stub.

2.03 The Company shall pay the pieceworker no less than the production rates set out in this Schedule, including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

2.04 It is agreed that where the Employer assigns work on a piecework basis which pays less than one hundred and fifty dollars (\$150.00) for the day, there will be an additional charge of thirty dollars (\$30.00) for any work in the City of Toronto and sixty dollars (\$60.00) for work outside of the City of Toronto.

2.05 If there will not be work for a piecework crew the following day, the Employer shall call pieceworkers by no later than 3:00 p.m. the working day before to advise them not to attend at work the next day.

2.06 In addition to the rates, travel allowance shall be paid as follows:

- 0 to 50km
- > 50 km to 100 km \$0.75/sqyd
- > 100 km \$1.00/sqyd

Calculation of distance from shop provided via Google Maps.

2.07 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise

required to be made under this Agreement . Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule “B” or “C” (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

2.08 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker to perform work covered by this Collective Agreement on an hourly basis. This will not be used on a full time basis for production work, unless agreed to with the Union. In this case the “pieceworker hourly rate” set out in the Schedule B Rate Sheet, shall apply.

### **ARTICLE 3 - INVOICING**

3.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

3.02 The Standard union form invoice (Schedule “G”) must be provided by the Pieceworker to the Company, shall include the following information:

- a) the names, Union Membership Numbers and/or Social Insurance Numbers of all persons who performed any work set out in the invoice;
- b) A full description of the location of the houses or units or job sites worked on by such pieceworkers and their helper/learners, if applicable;
- c) The total yardage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule C.

### **ARTICLE 4 - TOOLS**

4.01 Pieceworkers engaged under this Schedule shall supply and maintain all necessary tools to perform the work referred to herein. The Company will maintain its current practice of supplying power stretchers and other items which are not commonly supplied or regularly used by the Pieceworker. The necessary tools include the following:

Knee Kicker

Measuring Tape

|                   |   |
|-------------------|---|
|                   | Safety Glasses                          |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |
| Assorted Knives   | Spreaders (re glue down)                |
| Tucking Knife     |   |

## **ARTICLE 5 - SERVICEMAN / REPAIRMAN**

5.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 3 of this Schedule;

5.02 The Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. Specialized tools, not listed below, shall be provided by the Company without charge to the /Serviceman/Repairman. The tools to be provided by the Serviceman/Repairman are:

|                   |   |
|-------------------|---|
| Knee Kicker       | Measuring Tape                          |
| Safety Glasses    |   |
| Hot Melt Iron     | Straight Edge 6'                        |
| Hammer            | Awl                                     |
| Hack Saw or Snips | Latex Applicator and Latex              |
| Lift Bar          | Rubber Mallet                           |
| Hammer Stapler    | Seam Roller (Both glue and smooth edge) |
| Electric Stapler  | Smooth edge cutter                      |



Assorted Knives

Spreaders (re glue down)

Tucking Knife

The Company shall continue its current practice of providing power stretchers to the Serviceman/Repairman, where required.

5.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a “time and materials” basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule C Rate Sheet - Carpet for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

5.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule “B” (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "C" Rate Schedule Carpet Low-Rise  
Pieceworker / Sub-contractor Rates**

|    |  | <b>JULY 1, 2024</b> |
|----|--|---------------------|
| 1  | Standard Carpet (Up to 40oz)                                     | \$4.10              |
| 2  | Upgrade - Regular (Over 40 oz)                                   | \$4.05              |
| 3  | Upgrade – Pattern  | \$4.10              |
| 4  | Berber and Sisal   | \$4.30              |
| 5  | Box Stair (per step)   | \$5.00              |
| 6  | Cap/Pie Cap Stair (per step)                                     | \$11.43             |
| 7  | Bound Runner (installation only)                                 | \$130.00            |
| 8  | runner (edges turned under)                                      | \$11.43             |
| 9  | Wraparound Runner  | \$10.25             |
| 10 | Wraparound Cap   | \$17.07             |
| 11 | Each Bullnose  | \$14.02             |
| 12 | Rail (per linear foot)   | \$1.88              |
| 13 | Baseboard (per linear foot)                                      | \$1.10              |
| 14 | Each Stringer  | \$1.38              |
| 15 | Boarder - Tape (per linear foot)                                 | \$1.70              |
| 16 | Boarder – Glued down (per linear foot)                           | \$2.00              |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                   | \$3.90              |
| 18 | Glue Down Corridors & Amenities<br>(standard carpet per sq. yd.) | \$4.90              |
| 19 | Glue Down Corridors & Amenities<br>(pattern carpet per sq. yd.)  | \$5.50              |
| 20 | Double Glue Down (standard carpet per sq. yd.)                   | \$6.75              |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                    | \$6.85              |
| 22 | Corridors Stretched In (plain carpet)                            | \$4.50              |
| 23 | Corridors Stretched In (pattern carpet)                          | \$5.00              |
| 24 | Lift Carpet Only (glue down)                                     | \$2.00              |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.) (onsite)               | \$2.12              |
| 26 | Lift Carpet / Pad / Dispose (per sq. yd.) (offsite)              | \$4.24              |
| 27 | Lift Carpet / Dispose (per sq. yd.) (onsite)                     | \$2.00              |
| 28 | Lift Carpet / Dispose (per sq. yd.) (offsite)                    | \$4.00              |
| 29 | Remove / Replace Furniture (per sq yd.)                          | TBN                 |
| 30 | CarpetTile   | NEGOTIABLE          |
| 31 | Hourly rate Pieceworker (While on site)                          | \$40.34             |
| 32 | Hourly rate Serviceman (With Own Truck)                          | \$45.64             |
| 33 | Hourly rate Serviceman (With Company Truck)                      | \$38.21             |
| 34 | Load / Unload Rate   | \$68.98             |
| 35 | Premium for carpet work in basements (per sq yd.)                | \$0.15              |
| 36 | Premium for staircases with 3 pickets (flat rate)                | \$35.00             |

|  |   |        |
|--|---|--------|
| 37   | Premium for work above the second floor (counting floors above grade) in low rise and stacked homes (per floor) (per sq yd.) unless material is delivered to the area to be installed | \$1.08 |
| <p><b>**NOTE: These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Company.</b></p> <p><b>Note 2: A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless, when material is required to be installed on concrete.</b></p> <p><b>Note 3: The Company shall provide the adhesive and underlay which the Piecworker shall purchase at cost from the Company.</b></p> <p><b>Note 4: If the Company requests removal/replacement of furniture, rates would be negotiated between the Company and the Piecworker.</b></p> <p><b>Note 5: Load / Unload rate is applicable where the house assigned is not ready for installation, and the Piecworker returns the product to the shop.</b></p> |   |        |

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecwork invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|------------------------------|-------------|-------------|-------------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>7%</b>   | <b>8%</b>   | <b>8.5%</b> |

Note: The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

**Schedule “C” Rate Schedule Carpet High Rise  
Pieceworker / Sub-contractor Rates**

|    |   | <b>July 1, 2024</b> |
|----|---|---------------------|
| 1  | Standard Carpet (Up to 40oz)                                  | \$4.10              |
| 2  | Upgrade - Regular (Over 40 oz)                                | \$4.05              |
| 3  | Upgrade – Pattern   | \$4.10              |
| 4  | Berber and Sisal  | \$4.30              |
| 5  | Box Stair (per step)  | \$5.00              |
| 6  | Cap/Pie Cap Stair (per step)                                  | \$11.43             |
| 7  | Bound Runner (installation only)                              | \$130.00            |
| 8  | runner (edges turned under)                                   | \$11.43             |
| 9  | Wraparound Runner   | \$10.25             |
| 10 | Wraparound Cap  | \$17.07             |
| 11 | Each Bullnose   | \$14.02             |
| 12 | Rail (per linear foot)  | \$1.88              |
| 13 | Baseboard (per linear foot)                                   | \$1.10              |
| 14 | Each Stringer   | \$1.38              |
| 15 | Boarder - Tape (per linear foot)                              | \$1.70              |
| 16 | Boarder – Glued down (per linear foot)                        | \$2.00              |
| 17 | Glue Down Suites (standard carpet per sq. yd.)                | \$3.90              |
| 18 | Glue Down Corridors & Amenities (standard carpet per sq. yd.) | \$4.90              |
| 19 | Glue Down Corridors & Amenities (pattern carpet per sq. yd.)  | \$5.50              |
| 20 | Double Glue Down (standard carpet per sq. yd.)                | \$6.75              |
| 21 | Double Glue Down (pattern carpet per sq. yd.)                 | \$6.85              |
| 22 | Corridors Stretched In (plain carpet)                         | \$4.50              |
| 23 | Corridors Stretched In (pattern carpet)                       | \$5.00              |
| 24 | Lift Carpet Only (glue down)                                  | \$2.00              |
| 25 | Lift Carpet / Pad / Dispose (per sq. yd.) (onsite)            | \$2.12              |
| 26 | Lift Carpet / Pad / Dispose (per sq. yd.) (offsite)           | \$4.24              |
| 27 | Lift Carpet / Dispose (per sq. yd.) (onsite)                  | \$2.00              |
| 28 | Lift Carpet / Dispose (per sq. yd.) (offsite)                 | \$4.00              |
| 29 | Remove / Replace Furniture (per sq yd.)                       | TBN                 |
| 30 | CarpetTile  | <b>negotiable</b>   |
| 31 | Hourly rate Pieceworker (While on site)                       | \$40.34             |

|  |   |         |  |  |
|--|---|---------|--|--|
| 32   | Hourly rate Serviceman (With Own Truck)           | \$45.64 |  |  |
| 33   | Hourly rate Serviceman (With Company Truck)       | \$38.21 |  |  |
|  |   |         |  |  |
| 36   | Premium for staircases with 3 pickets (flat rate) | \$35.00 |  |  |
| <p><b>**NOTE:</b> These prices are based on the installer providing all installation materials, including tackless, adhesives, etc except metal strips which shall be supplied by the Company.</p> <p><b>Note 2:</b> A premium of \$0.10 per yard will be applied, in addition to the install rates set out above, for pad and tackless installation, when material is required to be installed on concrete.</p> <p><b>Note 3:</b> The Company shall provide the adhesive and underlay which the Pieceworker shall purchase at cost from the Company.</p> <p><b>Note 4:</b> If the Company requests removal/replacement of furniture, rates would be negotiated between the Company and the Pieceworker.</p> |   |         |  |  |

In addition to the rates above, each Employer bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 18 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                              | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|------------------------------|-------------|-------------|-------------|
| <b>EMPLOYER CONTRIBUTION</b> | <b>7%</b>   | <b>8%</b>   | <b>8.5%</b> |

Note: The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## **SCHEDULE "D"**

### **HOURLY EMPLOYEES – HARDWOOD AND LAMINATE INSTALLERS**

1.01 It is agreed that all hourly employees, helpers or learners employed to install, remove, service, or repair hardwood or laminate flooring and related items shall not be paid less than the amounts listed on the Schedule "D" Rate Sheet.

1.02 It is agreed that helpers/learners employed under this collective agreement shall work under the direct supervision of a piecework crew leader signatory to a pieceworker participation agreement, or an hourly person employed as a Journeyman Installer.

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

1.04 It is agreed that a Helper shall be an employee new to the industry, and may be kept at that level for up to six hundred (600) hours, after which they shall be progressed to the level and rate of Learner 1. A Learner 1 may be kept at that level for up to twelve hundred (1200) hours, after which they shall be progressed to the level and rate of Learner 2. A Learner 2 may be kept at that level until they are ready to progress to a full installer.

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

|                        |              |
|------------------------|--------------|
| New Helper (600 hours) | 50% of Rate  |
| Learner 1 (1200 hours) | 65% of Rate  |
| Learner 2 (1200 hours) | 85% of Rate  |
| Journeyman/Service man | 100% of Rate |

1.05 It is recognized that the rates for Helpers, Learners and Installers are minimum rates and it shall not be a violation of this Agreement to pay above the rates.



# **Schedule “D” HOURLY EMPLOYEES – HARDWOOD AND LAMINATE (Low-Rise)**

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|                           |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
| Journeyman and Serviceman | May 1, 2022    | \$33.59     | \$3.36       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$0            | \$41.95 |
|                           | May 1, 2023    | \$35.77     | \$3.58       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$0            | \$44.70 |
|                           | May 1, 2024    | \$37.95     | \$3.80       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$0            | \$47.45 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              |                | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|----------------|---------|
|                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues | OPDC- Employee |         |
| Utility Man         | May 1, 2022    | \$26.84     | \$2.68       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$0            | \$34.52 |
|                     | May 1, 2023    | \$29.02     | \$2.90       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$0            | \$37.27 |
|                     | May 1, 2024    | \$31.20     | \$3.12       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$0            | \$40.02 |

| Wage Classification                     | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|---|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|   |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Learner/Helper per 2 <sup>nd</sup> Year | May 1, 2022    | \$28.85     | \$2.89       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0         | 1%                 | \$0           | \$36.74 |
|   | May 1, 2023    | \$31.04     | \$3.10       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0         | 1%                 | \$0           | \$39.49 |
|   | May 1, 2024    | \$33.22     | \$3.32       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0         | 1%                 | \$0           | \$42.24 |

| Wage Classification                 | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | CECOF  | Promo. Fund | Employee Deduction |               | Total   |
|-------------------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------|-------------|--------------------|---------------|---------|
|                                     |                |             |              |                  |         |               |                |           |              |        |             | Working Dues       | OPDC-Employee |         |
| Learner/Helper 1 <sup>st</sup> Year | May 1, 2022    | \$22.55     | \$2.26       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25 | \$0         | 1%                 | \$0           | \$29.81 |
|                                     | May 1, 2023    | \$24.74     | \$2.47       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25 | \$0         | 1%                 | \$0           | \$32.56 |
|                                     | May 1, 2024    | \$26.92     | \$2.69       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25 | \$0         | 1%                 | \$0           | \$35.31 |

**Schedule “D” HOURLY EMPLOYEES – HARDWOOD AND LAMINATE (High-Rise)**

| Wage Classification       | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              | Total   |
|---------------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------|
|                           |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues |         |
| Journeyman and Serviceman | May 1, 2022    | \$33.59     | \$3.36       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$41.95 |
|                           | May 1, 2023    | \$35.77     | \$3.58       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$44.70 |
|                           | May 1, 2024    | \$37.95     | \$3.80       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$47.45 |

| Wage Classification | Effective Date | Hourly Rate | Vac. Pay 10% | Health & Welfare | Pension | Training Fund | Pre-paid Legal | Long Term | Retiree Fund | Employee Deduction |             |              | Total   |
|---------------------|----------------|-------------|--------------|------------------|---------|---------------|----------------|-----------|--------------|--------------------|-------------|--------------|---------|
|                     |                |             |              |                  |         |               |                |           |              | CECOF              | Promo. Fund | Working Dues |         |
| Utility Man         | May 1, 2022    | \$26.84     | \$2.68       | \$2.70           | \$0.90  | \$0.15        | \$0.10         | \$0.60    | \$0.30       | \$0.25             | \$0         | 1%           | \$34.52 |
|                     | May 1, 2023    | \$29.02     | \$2.90       | \$2.85           | \$1.00  | \$0.15        | \$0.10         | \$0.60    | \$0.40       | \$0.25             | \$0         | 1%           | \$37.27 |
|                     | May 1, 2024    | \$31.20     | \$3.12       | \$3.00           | \$1.10  | \$0.15        | \$0.10         | \$0.60    | \$0.50       | \$0.25             | \$0         | 1%           | \$40.02 |

| Wage<br>Classification                        | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|---|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|
|   |                   |                |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |
| Learner/Helper<br>per<br>2 <sup>nd</sup> Year | May 1, 2022       | \$28.85        | \$2.89          | \$2.70              | \$0.90  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0            | 1%                    | \$0               | \$36.74 |
|   | May 1, 2023       | \$31.04        | \$3.10          | \$2.85              | \$1.00  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0            | 1%                    | \$0               | \$39.49 |
|   | May 1, 2024       | \$33.22        | \$3.32          | \$3.00              | \$1.10  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0            | 1%                    | \$0               | \$42.24 |

| Wage<br>Classification                 | Effective<br>Date | Hourly<br>Rate | Vac. Pay<br>10% | Health &<br>Welfare | Pension | Training<br>Fund | Pre-paid<br>Legal | Long Term | Retiree<br>Fund | CECOF  | Promo.<br>Fund | Employee<br>Deduction |                   | Total   |
|--|-------------------|----------------|-----------------|---------------------|---------|------------------|-------------------|-----------|-----------------|--------|----------------|-----------------------|-------------------|---------|
|  |                   |                |                 |                     |         |                  |                   |           |                 |        |                | Working<br>Dues       | OPDC-<br>Employee |         |
| Learner/Helper<br>1 <sup>st</sup> Year | May 1, 2022       | \$22.55        | \$2.26          | \$2.70              | \$0.90  | \$0.15           | \$0.10            | \$0.60    | \$0.30          | \$0.25 | \$0            | 1%                    | \$0               | \$29.81 |
|  | May 1, 2023       | \$24.74        | \$2.47          | \$2.85              | \$1.00  | \$0.15           | \$0.10            | \$0.60    | \$0.40          | \$0.25 | \$0            | 1%                    | \$0               | \$32.56 |
|  | May 1, 2024       | \$26.92        | \$2.69          | \$3.00              | \$1.10  | \$0.15           | \$0.10            | \$0.60    | \$0.50          | \$0.25 | \$0            | 1%                    | \$0               | \$35.31 |

## **Schedule “E”**

### **Pieceworker Schedule Hardwood and Laminate**

#### **ARTICLE 1 - UNION SECURITY**

1.01 As set out in this Collective Agreement, the Company may assign work including the installation, removal, service and repair of hardwood and laminate flooring, and related materials, covered by this Collective Agreement to persons, and/or other entities, who are remunerated on a production basis. Such persons and/or entities are referred to in this Schedule as pieceworkers.

1.02 It is agreed by the parties that the term “pieceworker”, where used in this Schedule, or otherwise in the Collective Agreement, shall include both dependent and independent pieceworkers and the terms of this Collective Agreement apply and are in no way varied by any finding that a pieceworker is a dependent contractor or independent contractors under any statute or regulation.

1.03 The parties agree that any Pieceworker herein shall, prior to commencing any work falling within the scope of this Collective Agreement on a piecework basis, be required to sign a Pieceworker Participation Agreement with the Union.

1.04 The parties agree that, by virtue of Article 17.02 of this Collective Agreement, no Pieceworker may subcontract any work falling within the scope of this Collective Agreement. Notwithstanding the foregoing, a pieceworker may employ such helpers or employees as may be necessary to perform the work

#### **ARTICLE 2 - INSURANCE AND STANDARDS OF WORK**

2.01 All pieceworkers/subcontractors engaged under this Schedule must maintain WSIB coverage for the Pieceworkers and all helpers/employees. The Pieceworker must provide the Company with a WSIB Clearance certificate confirming coverage, and replace that certificate each time it is renewed.

2.02 The Company may require that pieceworkers/subcontractors obtain and maintain a minimum of one million dollars (\$1,000,000.00) in general liability insurance which will respond to third party claims relating to property damage and/or personal injury. This Article shall not apply to pieceworkers who had a relationship with the Company prior to the introduction of this Collective Agreement and were not required to provide such insurance. If, however, the Pieceworker ceases to have a relationship with the Company, this Article may apply if they subsequently return.

#### **ARTICLE 3 - WAGES AND BENEFITS**

3.01 For all work, except as provided for in 3.03 below, the Company shall pay the pieceworker no less than the production rates set out in this Schedule (Schedule “E”), including the attached rate schedule, which forms part of the Collective Agreement and is enforceable as such.

3.02 In addition to the rates, travel allowance shall be paid as follows:

- 0 to 50 km
- > 50 km to 100 km     \$0.09/sqft
- > 100 km                 \$0.15/sqft

Calculation of distance from shop provided via Google Maps.

3.03 As set out and provided for herein, where the Company engages pieceworkers who are remunerated on a production basis the Company shall contribute or remit the percentages required herein of the total gross amount invoiced by each pieceworker (before HST) for the payment of all union dues, pension, welfare and fringe benefits and other contributions which are otherwise required to be made in respect of employees, pieceworkers and their respective helpers/learners under this Agreement. Such payments shall be made in a manner required by Articles 3 and 19 and by Schedule "D" or "E" (as applicable) and, together with name of the pieceworker or piecework entity, such remittances shall be provided to the Union or its designated administrator in a manner to be determined by the Union at its sole discretion. The Company further agrees to remit all Harmonized Sales Tax and other taxes payable on all parts of the Contributions in addition to the percentages required herein.

3.04 The Company may, at its discretion or as negotiated with the pieceworker, direct that the pieceworker perform work covered by this Collective Agreement on an hourly basis. This will not be used on a full-time basis for production work, unless agreed to with the Union. In this case the "pieceworker hourly rate" set out in the Schedule "E" Rate Sheet, shall apply.

#### **ARTICLE 4 - PAYMENT OF HELPERS/ PARTNERS**

4.01 It is understood that a pieceworker may employ partners or helpers to assist in the performance of the work assigned to the pieceworker. Such partners or helpers shall be compensated for their work on the following basis:

- (a) If employed on an hourly basis, the partner or helper shall be paid no less than the hourly rate set out in Schedule "D" to this Agreement;
- (b) If the pieceworker and their partners or helpers have agreed to an alternate method of compensation then they shall do so in writing and a copy shall be filed with the Union together with the Pieceworker Participation Agreement and shall be enforceable;
- (c) If there is no agreement filed in accordance with subparagraph (b), then subparagraph (a) shall be deemed to apply.

4.02 The pieceworker shall be required to list all persons who performed work on each invoice submitted to the Employer. It is understood that any remittances made by the Employer on behalf of dues, benefits and contributions under this Collective Agreement shall be divided equally amongst the members of the crew.



## **ARTICLE 5 - INVOICING**

5.01 Pieceworkers shall invoice in accordance with Article 17.03 of the Master Portion of this Agreement. If paying by the cheque, the cheque shall be available for the pieceworker when loading up on Friday morning. In the event that the pieceworker fails to provide the invoice to the Company outlining the names and Union Membership Numbers of the individuals who performed the work set out in the invoice, the Company may withhold all further payments until such information has been provided.

5.02 The Standard Union Invoice which must be provided by the Pieceworker to the Company, shall include the following information:

- a) the names, Union Membership Numbers of all persons who performed any work set out in the invoice;
- b) ~~A full description of the location of the houses or units or job sites worked on by such~~ pieceworkers and their helper/learners, if applicable, and the date upon which work was performed;
- c) The square footage of the house(s) or units(s) and work performed and any other relevant information with respect to such work, including extras;
- d) The basis for the calculation of the payment of such pieceworkers is based on the piecework rates required by the Collective Agreement and this Schedule "E".

## **ARTICLE 6 - PIECEWORKER RATES**

6.01 The Parties agree that production pieceworkers shall be paid in accordance with the Schedule "E" Rate Schedule – Hardwood and Laminate.

6.02 With respect to every piecework invoice rendered, the Company shall pay an additional percentage amount as set out in the Schedule "E" Rate Sheet – Hardwood and Laminate plus applicable taxes, which shall then be remitted to the Union for the provision of various contributions and benefits as provided for in this Schedule and in the Collective Agreement for the pieceworkers and their respective helpers/learners ("the Contributions"). The parties agree that all contributions, are to be calculated prior to any deductions, including any deductions for material under Article 17.04, and are to be paid in addition to and calculated upon, the amount of all invoices, before taxes and HST.

## **ARTICLE 7 - SERVICEMAN / REPAIRMAN**

7.01 If the Company, at its sole discretion, wishes to have service and/or repair work performed by an individual or pieceworker employed pursuant to this Schedule the following terms shall apply:

- (a) The Serviceman/Repairman shall be required to sign a Pieceworker Participation Agreement with the Union;
- (b) The Company shall provide the Serviceman/Repairman with repair orders and/or purchase orders indicating the work to be performed.;
- (c) The Serviceman/Repairman shall invoice the Company and be paid for work performed in accordance with Article 5 of this Schedule.

7.02 The Piecework Serviceman/Repairman is required to provide a vehicle and all tools necessary to perform his regular work. .

7.03 The Parties agree that the production piecework rate payable to a Serviceman/Repairman shall be as follows:

- (a) the Serviceman/Repairman shall invoice the Company on a “time and materials” basis;
- (b) the Serviceman/Repairman shall be paid no less than the Serviceman Hourly Rate set out in the Schedule “E” Rate Sheet – Hardwood and Laminate for each hour worked/billed for all service and repair work;
- (c) The Company shall supply the Serviceman/Repairman with all materials necessary to perform the assigned work. If the Serviceman/Repairman requires additional materials (e.g. plywood, etc.) he shall check with the Company to determine if it will supply the materials or if he is to procure the materials from another source and invoice those materials to the Company at cost, with the provision of all requisite bills and will be paid the applicable hourly rate for the time reasonably spent attending and purchasing such materials;
- (d) if the Company does not supply the materials necessary to perform the work, the Serviceman/Repairman shall be entitled to invoice those materials to the Company at cost, with the provision of all requisite bills;
- (e) Additionally, the Company shall pay to the Serviceman/Repairman all required taxes and HST.

7.04 With respect to each piecework invoice rendered by a Serviceman/Repairman, the Company shall pay an additional amount which shall be remitted to the Union for the provision of various contributions and benefits. The Parties agree that the contributions and remittances for a Serviceman/Handyman are to be calculated at the rates set out in Schedule E (except for vacation/holiday pay), but are to be remitted to the Union in the same manner as other piecework invoices rendered and paid under this Schedule.

**Schedule "E" Rate Schedule Hardwood and Laminate – Low Rise  
Pieceworker Rates applicable to pre-finished, sanded on site, solid, engineered, floating  
system (Laminate & Vinyl Plank ), nailed & glued**

| <b>Schedule "E" Rate Schedule<br/>Hardwood and Laminate</b>                             | <b>July 1, 2024</b> |
|---|---------------------|
| Solid / Engineered naildown (all sizes)   | \$1.70              |
| Engineered / Laminate Floating (Low-rise) *Inclusive of transition strips               | \$1.00              |
| Engineered Glue Down  | \$1.65              |
| Cork Glue Down  | \$0.50              |
| Gluedown and Naildown   | \$2.00              |
| Covering & Taping Floors (Company providing the materials)                              | \$0.05              |
| Install Subfloor/Plywood (3/8") (Installer to provide fastening)                        | \$1.00              |
| Screwdown for existing subfloor (Installer responsible for screws)                      | \$0.50              |
| Engineered/Laminate (Nail and Click)  | \$1.55              |
| Plywood (1/4") – main and second floor (Company will provide fastening)                 | \$0.80              |
| Herringbone (if no design/border)   | \$3.00              |
| Herringbone (if design/border)  | \$3.50              |
| 45 degree (premium above standard rates)  | \$1.00              |
| Flush Mount Vent (ea.)  | \$12.00             |
| Subfloor preparation  | \$0.10              |
| Vinyl Plank Floors  | \$1.10              |
| Door Stops/Shoe Moulding/ PLF   | \$0.50              |
| Nail and Glue Assist  | \$1.60              |
| Installation on landings (complete – per landing)                                       | \$75.00             |
| <b>Remove/Dispose Rates (strictly on site, and bin is supplied by contractor/owner)</b> |                     |

|   |             |
|---|-------------|
| Remove/Dispose Ceramic Flooring   | \$1.40/sqft |
| Remove/Dispose Laminate Flooring  | \$0.62/sqft |
| Remove/Dispose Vinyl Flooring   | \$0.62/sqft |
| Remove/Dispose Parquet Flooring<br>(includes removal of glue)   | \$1.00/sqft |
| Remove/Dispose Nailed Down or<br>Glued Down Flooring  | \$1.00/sqft |
| Remove/Dispose Nailed Down and<br>Glued Down Flooring   | \$1.25/sqft |
| Premium where cabinets installed (paid<br>on kitchen area only) (Glue Down /nail<br>only).                            | \$0.10/sqft |
| Premium for work above the second<br>floor (counting floors above grade) in<br>low rise and stacked homes (per floor) | \$0.12/sqft |
| Hourly rate (while on site)   | \$47.76     |
| Serviceman/ Repairman (hourly rate)   | \$47.76     |
| Serviceman/ Repairman (hourly rate –<br>With Company Truck)   | \$38.76     |

#### Notes to Schedule E

- A. Standard Adhesive, underlayment, and all other installation accessories (including reducers) are included in the rates above. Pieceworker must purchase Adhesive and Underlayments from the Company, which will be supplied by the Company at cost. However upgraded materials or underlayment (including Aquabar) will be supplied to the Pieceworker at no charge. Where floor covering is required, Company will supply all necessary materials at no charge.
- B. Pieceworker to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Landing Rates above only apply when Pieceworker are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                          |  |  |                   |
|--------------------------|--|--|-------------------|
|                          |  |  | <b>On Signing</b> |
| <b>Contribution Rate</b> |  |  | <b>8.5%</b>       |

**Note:** The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## Schedule "E" Rate Schedule Hardwood and Laminate – High Rise

**Pieceworker Rates applicable to pre-finished, sanded on site, solid, engineered, floating system (Laminate & Vinyl Plank), nailed & glued**

| <b>Schedule "E" Rate Schedule<br/>Hardwood and Laminate</b>   | <b>July 1, 2024</b> | <b>March 1, 2025</b> |
|---|---------------------|----------------------|
| Solid / Engineered naildown (all sizes)   | \$1.70              | \$1.70               |
| Engineered / Laminate Floating (High-rise) *Inclusive of the cutting of door jambs to adjust the heights of the casings | \$0.80              | \$0.90               |
| Engineered Glue Down  | \$1.50              | \$1.50               |
| Cork Glue Down  | \$0.50              | \$0.50               |
| Gluedown and Naildown   | \$2.00              | \$2.00               |
| Install Subfloor/Plywood (3/8")<br>(Installer to provide fastening)   | \$1.00              | \$1.00               |
| Screwdown for existing subfloor<br>(Installer responsible for screws)   | \$0.50              | \$0.50               |
| Engineered/Laminate (Nail and Click)  | \$1.55              | \$1.55               |
| Plywood (1/4") – main and second floor<br>(Company will provide fastening)  | \$0.80              | \$0.80               |
| Herringbone (if no design/border)<br>Double Glue Down Installation  | \$3.00              | \$3.00               |
| Herringbone (if design/border)<br>Double Glue Down Installation   | \$3.50              | \$3.50               |
| 45 degree (premium above standard rates)  | \$1.00              | \$1.00               |
| Flush Mount Vent (ea.)  | \$12.00             | \$12.00              |



|   |             |             |
|---|-------------|-------------|
| Subfloor preparation  | \$0.10      | \$0.10      |
| Vinyl Plank Floors  | \$0.80      | \$0.90      |
| Nail and Glue Assist  | \$1.60      | \$1.60      |
| Installation on landings (complete – per landing)   | \$75.00     | \$75.00     |
| <b>Remove/Dispose Rates (strictly on site, and bin is supplied by contractor/owner)</b>                         |             |             |
| Remove/Dispose Ceramic Flooring   | \$1.40/sqft | \$1.40/sqft |
| Remove/Dispose Laminate Flooring  | \$0.62/sqft | \$0.62/sqft |
| Remove/Dispose Vinyl Flooring   | \$0.62/sqft | \$0.62/sqft |
| Remove/Dispose Parquet Flooring (includes removal of glue)  | \$1.00/sqft | \$1.00/sqft |
| Remove/Dispose Nailed Down or Glued Down Flooring   | \$1.00/sqft | \$1.00/sqft |
| Remove/Dispose Nailed Down and Glued Down Flooring  | \$1.25/sqft | \$1.25/sqft |
| Premium where cabinets installed (kitchen area only)  | \$0.10/sqft | \$0.10/sqft |
| Glue Down/Nail Down Only  |             |             |
| Premium for work above the second floor (counting floors above grade) in low rise and stacked homes (per floor) | \$0.12/sqft | \$0.12/sqft |
| Hourly rate (while on site)   | \$47.76     | \$47.76     |
| Serviceman/ Repairman (hourly rate)   | \$47.76     | \$47.76     |
| Serviceman/ Repairman (hourly rate – With Company Truck)  | \$38.76     | \$38.76     |

#### Notes to Schedule E – High-Rise

- A. Installation of Standard Adhesive, underlayment, and all other installation accessories (including but not limited to shoe molds, reducers, window molds, floor covering and t-caps) are included in the installation rates

above. Pieceworker must purchase Adhesive which will be supplied by the Company at cost. The Company will supply acoustical underlayment, door stop, shoe moulds, t-caps, Aquabar and all floor covering material at no cost to the Pieceworker.

- B. Pieceworker to provide all other accessories.
- C. All piecework prices are in \$ per square foot, save and except installation on landings which is \$ per landing (as stated above).
- D. The Hourly rate (while on site) is to be paid for all other work assigned to Pieceworker/ Subcontractor for which there is not an agreed to price.
- E. The Company/Principal is responsible for all applicable taxes.
- F. Landing Rates above only apply when Pieceworker are engaged to perform only landing work. Otherwise landings are included in the piecework rates.

In addition to the rates above, each Company bound to this Collective Agreement shall pay an additional percentage of the gross amount paid on each piecework invoice which shall be remitted to the Union in accordance with Article 19 of the Master Portion for the provision of various contributions and benefits. The percentage payable shall be:

|                   | May 1, 2022 | May 1, 2023 | May 1, 2024 |
|-------------------|-------------|-------------|-------------|
| Contribution Rate | 6%          | 7.5%        | 8.5%        |

**Note:** The Contribution above shall be allocated as follows:

- 50% towards Health & Welfare Benefits
- 50% towards Pension

## SCHEDULE "F"



# Carpet and Hardwood Sector Deficiency Notice

|                                       |            |
|---------------------------------------|------------|
| Date                                  | <b>D</b>   |
| 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 |
|--|------|--------|------|
|  |      |        |      |
|  |      |        |      |
|  |      |        |      |
|  |      |        |      |
| Total Estimate to Repair / Correct Deficiency (before tax) |      |        |      |

*Please Sign and Acknowledge Below (choose 1, 2 or 3 as applicable)*

- ☐ Option 1. The undersigned subcontractor / pieceworker will perform the deficiency as noted above within **7 working days** or as per the scheduled date of \_\_\_\_\_
- ☐ Option 2. The undersigned subcontractor / pieceworker does not wish to do the repair but rather have the company do the work and backcharge the subcontractor / pieceworker directly as per the above estimate.
- ☐ Option 3. I, the named subcontractor / pieceworker, have inspected the deficiency with \_\_\_\_\_ for which I do not accept responsibility for the following reasons:  
[ please note ] \_\_\_\_\_

**Deficiency Notice received by subcontractor / pieceworker on:**

|  |
|--|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span>Signature</span> </div> |
|--|

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

|  |
|--|
| <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-between;"> <span>Date</span> <span>Signature</span> </div> |
|--|

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

1263 Wilson Avenue, Suite 209, Toronto, Ontario M3H 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunacalocal183.ca

28NOV2016

## SCHEDULE "G"



# LIUNA! LOCAL 183

*Feel the Power*

## Carpet and Hardwood Sector: Notice of Job Sites

### General Information

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

Contractor: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

### Job Site Details

|                            |                     |
|----------------------------|---------------------|
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |
| Contract Awarded By: _____ | Start Date: _____   |
| Project Location: _____    | Municipality: _____ |
| Builder / Developer: _____ | Project Name: _____ |

MAY 2019

# **Schedule C**

## **Residential Hardwood and Carpet Employer List**

| Company Name                               | Address                  | Address 2 | City          | PR | PC      | Phone          | Contact Name                                   |
|--|--------------------------|-----------|---------------|----|---------|----------------|--|
| 1115658 Ontario Ltd.<br>o/a The Floor Shop | 154 Wicksteed Avenue     |           | Toronto       | ON | M4G 2B6 | 416-421-8588   | Peter Schultz                                  |
| Advance Hardwood                           | 35 Romina Drive          |           | Concord       | ON | L4K 4Z9 | 416-948-1623   | Jim De Angelis                                 |
| Broadway Hardwood Flooring Ltd.            | 9149 Webster Road        |           | Gencairn      | ON | L0M 1K0 | 416-730-1830   | Derek Nedza                                    |
| Cardinal Floor Coverings Inc.              | 750 Millway Ave          | Unit 3    | Concord       | ON | L4K 3T7 | 416-746-8492   | Domenic Condo                                  |
| Darmaga Hardwood Flooring Ltd.             | 70 Newkirk Road          | Unit 1    | Richmond Hill | ON | L4C 3G3 | 905-770-1900   | Rod Darmaga                                    |
| Frontier Flooring Inc.                     | 1748 Creditstone Road    |           | Concord       | ON | L4K 2N6 | 416-881-8224   | Angelo Federico                                |
| Mega City Tiling                           | PO Box 6                 |           | Concord       | ON | L4K 1B2 | 416-677-7894   | Anthony Marano                                 |
| MHFC Inc. o/a Milton Flooring Gallery      | 10 - 2880 Argentina Road |           | Mississauga   | ON | L5N 7X8 | 1-888-785-0906 | Mark Mihalic                                   |
| Trust Flooring Group/Trust Flooring Group  | 4965 Steeles Avenue W    |           | North York    | ON | M9L 1R4 | 416-402-6026   | Stewart Tunk                                   |
| Woodstone U&P Flooring Ltd                 | 216 Bradwick Drive       |           | Concord       | ON | L4K 1K8 | 905-760-7873   | Sergio Umana & Elida del Carmen Portillo Umana |



# **Schedule D**

**RHCA Signed Accreditation  
Authorizations**

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Rod Darmaga (name), President (title) of Darmaga Hardwood Flooring Ltd. (company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 ( the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.


I hereby confirm that I am authorized to sign this document on behalf of the Employer.

Sept 19, 2024

**Date**

Rod Darmaga

**Name (Print/Type)**

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

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, PETER SCHULTZ (name), OWNER (title) of THE FLOOR SHOP (Company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 (the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

SEPT. 19, 2024

Date

PETER SCHULTZ

Name (Print/Type)



Signature

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Elida (name), Owner (title) of Owner/Woodstore up flooring . com (Company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 ( the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

SEPT. 16/2024

Date

Elida C. Bortell

Name (Print/Type)

[Signature]

Signature

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Mark Michaliev, Owner (name), MNFC Inc. (title) of MNFC Inc. (Company name),  
hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet  
Association, hereinafter referred to as the Association, as the agent and representative of the  
Employer for Collective bargaining with the Labourers' International Union of North America, Local  
183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the  
Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to  
discharge and carry out the responsibilities of an accredited employer's organization on behalf of  
the Employer in accordance with the Labour Relations Act, 1995 (the "Act") for the bargaining rights  
and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority  
in the Association to function as its agent and representative for the purposes of making and  
amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

Sept. 16, 2024

Date

Mark Michaliev

Name (Print/Type)

Mark Michaliev

Signature



# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Angelo Federico (name), president (title) of Frontier Flooring (company name),  
hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet  
Association, hereinafter referred to as the Association, as the agent and representative of the  
Employer for Collective bargaining with the Labourers' International Union of North America, Local  
183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the  
Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to  
discharge and carry out the responsibilities of an accredited employer's organization on behalf of  
the Employer in accordance with the Labour Relations Act, 1995 (the "Act") for the bargaining rights  
and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority  
in the Association to function as its agent and representative for the purposes of making and  
amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

Sept 10 / 2024

Date

Angelo Federico

Name (Print/Type)

[Signature]

Signature



# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Jim De Angelis (name), President (title) of Advance Hardwood (Company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 ( the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

Sept 13/24  
Date

Jim De Angelis  
Name (Print/Type)

[Signature]  
Signature

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, ANTHONY MARANO (name), PRESIDENT (title) of MEGA CITY TILE (Company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 (the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

SEPT 13/2024

Date

ANTHONY MARANO

Name (Print/Type)



Signature

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, DEREK (name), NEDZA (title) of BROADWAY FLOORING (company name), PRESIDENT

hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 ( the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

SEP 11 / 2024  
Date

DEREK NEDZA - PRESIDENT

Name (Print/Type)

Signature

# RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

## APPLICATION FOR ACCREDITATION-COLLECTIVE BARGAINING

### AUTHORIZATION

I, Domenic Condo (name), OWNER (title) of CARDINAL FLOOR COVERINGS (Company name), hereinafter referred to as the Employer, hereby appoint the Residential Hardwood and Carpet Association, hereinafter referred to as the Association, as the agent and representative of the Employer for Collective bargaining with the Labourers' International Union of North America, Local 183, hereinafter referred to as the Union, for the bargaining rights held by the Union with the Employer in OLRB Board Areas No, 7, 8, 9, 10, 11, 12, 18, 27, 29

The Employer hereby vests and assigns all necessary authority in the Association to enable it to discharge and carry out the responsibilities of an accredited employer's organization on behalf of the Employer in accordance with the Labour Relations Act, 1995 ( the "Act") for the bargaining rights and OLRB Board Area outlined above.

The Employer is in support of the Accreditation Application and hereby vests all necessary authority in the Association to function as its agent and representative for the purposes of making and amending as necessary the Application for Accreditation.

I hereby confirm that I am authorized to sign this document on behalf of the Employer.

OCT 1 / 24

Date

Domenic Condo

Name (Print/Type)



Signature

# **Schedule E**

**RHCA By-Laws**



**Residential Hardwood & Carpet Association**

BY-LAW NO. 2024-1

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# ***Residential Hardwood & Carpet Association***

## **BY-LAW NO. 2024-1**

### **1 INTERPRETATION**

#### **1.01 Meaning of Words**

In this By-Law and all other By-Laws and resolutions of the Corporation, unless otherwise defined:

- (a) “Act” means the *Canada Not-for-profit Corporations Act*, S.C. 2009, c.23, including the Government Regulations made pursuant to the Act, and any statute or regulations that may be substituted, as amended from time to time;
- (b) “Annual Business” shall include: consideration of the financial statements; consideration of the audit engagement or review engagement report, if any; election of Directors; appointment of the incumbent Public Accountant and fixing or authorizing the Board to fix their remuneration;
- (c) “Annual Meeting” means an annual meeting of Members, as provided in section 6.01;
- (d) “Articles” means any document or instrument that incorporates the Corporation or modifies its incorporating document or instrument, including articles of incorporation, restated articles of incorporation, articles of amendment, articles of amalgamation, articles of arrangement, articles of continuance, articles of dissolution, articles of reorganization, articles of revival, letters patent, supplementary letters patent or a special act;
- (e) “Authorized Representative” means a person named to act as an authorized representative of a Member pursuant to section 2.03;
- (f) “Board” means the Directors of the Corporation from time to time;
- (g) “By-Laws” means this by-law and any other by-laws of the Corporation that may be in force;
- (h) “Collective Agreement” means the Residential Hardwood and Carpet Association Collective Agreement between the Labourers’ International Union of North America (“**LIUNA**”), Local 183 and the Corporation, effective May 24, 2024, as amended from time to time;
- (i) “Corporation” means the ***Residential Hardwood & Carpet Association***;
- (j) “Director” means a member of the Board;
- (k) “Government Regulations” means the regulations made under the Act as amended, restated or in effect from time to time;
- (l) “Ineligible Individual” has the meaning in section 149.1 of the *Income Tax Act* (Canada), as amended from time to time;<sup>1</sup>

---

<sup>1</sup> As of March 13, 2012, section 149.1 of the *Income Tax Act* defines “ineligible individual” as follows:  
“ineligible individual”, at any time, means an individual who has been

- (a) convicted of a relevant criminal offence unless it is a conviction for which
  - (i) a pardon has been granted or issued and the pardon has not been revoked or ceased to have effect, or

- (m) “Member” means a person who has become a Member in accordance with section 2.01;
- (n) “Officer” means an officer elected or appointed pursuant to Article 8 or by Board Regulation;
- (o) “Ordinary Resolution” means a resolution passed by a majority of the votes cast on that resolution;
- (p) “Original Signatories” means those individuals that first signed the Collective Agreement on behalf of the Corporation;
- (q) “Protected Person” means each person acting or having previously acted in the capacity of a Director, Officer or any other capacity at the request of or on behalf of the Corporation, and includes the respective heirs, executors and administrators, estate, successors and assigns of a person, who:
  - (i) is a Director of the Corporation;
  - (ii) is an Officer of the Corporation;
  - (iii) is a member of a committee of the Corporation; or
  - (iv) has undertaken, or, with the direction of the Corporation is about to undertake, any liability on behalf of the Corporation or any body corporate controlled by the Corporation, whether in the person’s personal capacity or as a Director, Officer, employee or volunteer of the Corporation or such body corporate;
- (r) “Public Accountant” means the public accountant of the Corporation appointed pursuant to Article 17;
- (s) “Special Business” includes all business transacted at a Special Meeting and all business transacted at an Annual Meeting, other than Annual Business;
- (t) “Special Meeting” includes any meeting of Members that is not an Annual Meeting;
- (u) “Special Resolution” means a resolution passed by a majority of not less than two-thirds (2/3rds) of the votes cast on the resolution; and
- (v) “Written Resolution” means a resolution in writing signed by all the Directors or Members entitled to vote on that resolution at a meeting of the Board or the

- 
- (ii) a record suspension has been ordered under the *Criminal Records Act* and the record suspension has not been revoked or ceased to have effect,

(b) convicted of a relevant offence in the five-year period preceding that time,

(c) a director, trustee, officer or like official of a registered charity or a registered Canadian amateur athletic association during a period in which the charity or association engaged in conduct that can reasonably be considered to have constituted a serious breach of the requirements for registration under this Act and for which the registration of the charity or association was revoked in the five-year period preceding that time,

(d) an individual who controlled or managed, directly or indirectly, in any manner whatever, a registered charity or a registered Canadian amateur athletic association during a period in which the charity or association engaged in conduct that can reasonably be considered to have constituted a serious breach of the requirements for registration under this Act and for which its registration was revoked in the five-year period preceding that time, or

(e) a promoter in respect of a tax shelter that involved a registered charity or a registered Canadian amateur athletic association, the registration of which was revoked in the five-year period preceding that time for reasons that included or were related to participation in the tax shelter.

Members, as the case may be, and which is valid as if it had been passed at a meeting of the Board or Members.

## **2 MEMBERSHIP**

### **2.01 Composition**

Subject to the Articles, there shall be one (1) class of Members in the Corporation. Membership in the Corporation shall be available only to those corporations, partnerships and other legal entities engaged in the hardwood and carpet industry within the province of Ontario that:

- (a) are signatories to the Collective Agreement and must not have fallen out of good standing with LIUNA Local 183 at any time during the twenty-four (24 months) preceding application for membership;
- (b) are active in the hardwood and carpet industry and in good standing with the relevant corporate registrar;
- (c) have applied for and have been accepted into membership in the Corporation by resolution of the Board or in such other manner as may be determined by the Board; and
- (d) have remitted all dues payable by them in accordance with section 2.06.

### **2.02 Members' Rights**

Subject to Board approval, each Member shall be entitled to receive notice of, attend and vote at all meetings of the Members of the Corporation.

### **2.03 Appointment of Authorized Representative**

A Member that is a corporation or other entity shall, from time to time, in writing:

- (a) appoint a person who shall be its Authorized Representative, provided that such Authorized Representative must either be a director or a controlling shareholder of such Member; and
- (b) remove and/or replace a person as its Authorized Representative.

Such Member shall provide the details and contact information of the Authorized Representative to be appointed, removed or replaced from time to time to the Secretary-Treasurer, who shall immediately update the Corporation's records for the purposes of providing notice of all meetings to which the Authorized Representative is entitled to exercise the rights provided in section 2.04.

### **2.04 Rights of Authorized Representative**

Unless the Corporation receives written notification from a Member that an Authorized Representative has been removed or shall not otherwise attend, act or vote on behalf of the Member in respect of a particular meeting or matter brought before the Members, the Authorized Representative shall be entitled to:

- (a) receive notice of any meeting the Member is entitled to receive;
- (b) act as the proxy holder of the Member in respect of any meeting of Members, as further described in section 6.10;

- (c) appoint another person as the proxy holder of the Member in respect of any meeting of Members, as further described in section 6.10;
- (d) attend, speak at, and vote at a meeting at which the Member is entitled to vote; and
- (e) execute a Written Resolution on behalf of the Member.

#### 2.05 Termination of Membership

Membership in the Corporation automatically terminates upon the occurrence of any of the following events:

- (a) the resignation in writing of a Member of the Corporation;
- (b) the insolvency or dissolution of a Member;
- (c) the expulsion of a Member from the Corporation in accordance with section 2.07;
- (d) the liquidation or dissolution of the Corporation under the Act; or
- (e) the cessation of membership for failure to pay those fees, dues or levies referenced in section 2.06.

#### 2.06 Dues

- (a) Members shall pay a one-time initiation fee (the “**Initiation Fee**”), which shall be payable to the Corporation no later than January 31<sup>st</sup> of the year in which the Member has been accepted into membership. The Initiation Fee shall be set by the Board from time to time.
- (b) Each Member must pay all fees payable by it under the Collective Agreement and shall not be in arrears for a period longer than six (6) months.
- (c) Members shall be notified in writing of any membership dues and any other fees payable as determined and set by the Board from time to time.
- (d) Notwithstanding termination of membership, a former Member remains liable for any assessment levied under the authority of this section 2.06 prior to termination of the membership. For clarity, where a Member makes a dormancy request under the Collective Agreement, that Member is still liable for any fees payable to the Corporation under this section 2.06.

#### 2.07 Re-admission

Where a Member’s membership has been terminated pursuant to section 2.05(e), such Member may re-apply for membership in the Corporation. A Member may only be considered for re-admission upon payment of a Readmission Fee, as set by the Board in its discretion, as well as any outstanding dues as set out in section 2.06.

#### 2.08 Discipline of Members

- (a) The Board shall have authority to suspend or expel any Member from the Corporation for any one (1) or more of the following grounds:
  - (i) violating any provision of the Articles, By-Laws, or written policies of the Corporation;
  - (ii) carrying out any conduct which may be detrimental to the Corporation as determined by the Board in its sole discretion; or



- (iii) for any other reason that the Board, in its sole and absolute discretion, considers to be reasonable, having regard to the purposes of the Corporation.
- (b) In the event the Board determines that a Member should be expelled or suspended from membership in the Corporation, Executive Director, or such other Officer as may be designated by the Board, shall provide twenty (20) days' notice of suspension or expulsion to the Member and shall provide reasons for the proposed suspension or expulsion. The Member may make written submissions to the Executive Director, or such other Officer as may be designated by the Board before the end of the twenty (20) day period.
- (c) In the event that no written submissions are received, the Executive Director, or such other Officer as may be designated by the Board, may proceed to notify the Member that the Member is suspended or expelled from membership in the Corporation. If written submissions are received in accordance with this section 2.07, the Board will consider such submissions in arriving at a final decision and shall notify the Member concerning such final decision within a further twenty (20) days from the date of receipt of the submissions. The Board's decision shall be final and binding on the Member, without any further right of appeal.

#### 2.09 No Compensation for Members

A Member shall not be entitled to any compensation upon termination of membership.

### 3 BOARD OF DIRECTORS

#### 3.01 Board

Immediately following confirmation of this By-Law by the Members, the number of Directors shall be fixed at 3 (three) Directors. The Members thereafter delegate the right to fix the number of Directors to the Board.

#### 3.02 Qualifications

Each Director shall:

- (a) be an Authorized Representative of a Member that has been operating in the hardwood and carpet industry for a minimum of three (3) years;
- (b) be an individual who is at least eighteen (18) years of age;
- (c) not have the status of a bankrupt;
- (d) not be a person who has been found under any applicable statute to be incapable of managing property;
- (e) not be a person who has been declared incapable by a court in Canada or elsewhere; and
- (f) not be absent for fifty percent (50%) of the meetings of the Board without reasonable excuse as determined by the Board.

If a person ceases to be qualified as provided in this section 3.02, the person thereupon ceases to be a Director and the vacancy so created may be filled in the manner prescribed by section 3.04.

### 3.03 Removal of Directors

- (a) The Members may by Special Resolution remove a Director from office at a Special Meeting called for that purpose before expiration of the Director's term of office and may elect a person to replace the removed Director for the remainder of the term of office.
- (b) Where the Members do not fill the vacancy created by the removal of a Director, the vacancy may be filled in accordance with section 3.04.

### 3.04 Vacancies

- (a) Except as provided in the Act, so long as a quorum of the Directors remains in office, a vacancy on the Board may be filled by Ordinary Resolution of the Directors of the Corporation for the balance of the term vacated. If no quorum of Directors exists, the remaining Directors shall call a Special Meeting to fill a vacancy on the Board.
- (b) The Directors may not fill a vacancy resulting from an increase in the number or the minimum or maximum number of Directors provided for in the Articles or a failure to elect the number or minimum number of Directors provided for in the Articles.

### 3.05 Resignation of Directors

A Director may resign as a Director of the Corporation by submitting a formal written resignation to the Secretary-Treasurer.

### 3.06 Remuneration of Directors

The Directors of the Corporation shall serve as such without remuneration. Directors shall, however, be entitled to receive reimbursement for reasonable expenses incurred in carrying out their duties on behalf of the Corporation.

## 4 ELECTION OF THE BOARD

### 4.01 Election of Directors

Subject to the provisions of the Act and Articles, Directors shall be elected by the Members.

### 4.02 Term of Office

The term of office of a Director shall be three (3) years, to expire at the third (3<sup>rd</sup>) Annual Meeting following election, or, if no successor is elected at the Annual Meeting, to expire when a successor is elected.

### 4.03 Re-Election

A Director shall be eligible to serve for an unlimited number of consecutive terms.

#### 4.04 Elections

At each Annual Meeting, a number of Directors equal to the number of Directors retiring plus any vacancies then outstanding shall be elected.

#### 4.05 Nominations

Candidates for the office of Director shall comprise the slate of candidates for office proposed by the Board, provided that the slate shall always include:

- (a) that individual who is the Immediate Past Chair; and
- (b) for the nine (9) years immediately following the date upon which this By-Law is confirmed by the Members, those individuals appointed as the first Chair of the Board and Vice-Chair of the Board of the Corporation.

#### 4.06 Forms

The Board may prescribe the form of nomination paper and the form of a ballot.

### 5 MEETING OF DIRECTORS

#### 5.01 Calling Meetings

Meetings of the Board may be called by the Chair of the Board or any two (2) Directors and shall be held at the place specified in the notice. If the Corporation has only one (1) Director, that Director may call and constitute a meeting.

#### 5.02 Meeting Following Annual Meeting

The Board shall hold a meeting as soon as reasonably possible following the Annual Meeting of the Corporation for the purpose of the election and appointment of Officers and the transaction of any other business, and no notice shall be required for this meeting.

#### 5.03 Regular Meetings

The Board may appoint one (1) or more days in each year for regular meetings of the Board at a set place and time. A copy of any resolution of the Board fixing the place and time of such regular meetings of the Board shall be sent to each Director as soon as possible after being passed, but no further notice shall be required for any such regular meeting except as may be required pursuant to the Act.

#### 5.04 Notice of Meetings

Subject to the provisions of sections 5.02, 5.03 and 18.05, notice of the time, place and date of any meeting of the Directors and the nature of the business to be conducted shall be given to each Director:

- (a) by courier, personal delivery, telephone, fax, e-mail or other electronic method at least two (2) days before the meeting is to take place, excluding the date on which notice is given; or

- (b) by mail at least ten (10) days before the meeting is to take place, excluding the date on which notice is given.

#### 5.05 Meetings by Electronic Conference

- (a) A Director may participate in a meeting of the Board by means of an electronic or other communication device that permits all participants to communicate adequately with each other during the meeting. Any person participating by electronic conference is deemed to be present at that meeting. Any security, confidentiality or other considerations with respect to the conduct of such a meeting shall be as determined by the Board from time to time.
- (b) The Chair may call a meeting of the Board and provide that the meeting be held entirely by telephone or electronic means that permits all participants to communicate adequately with each other during the meeting.

#### 5.06 Quorum

A quorum for the transaction of business at meetings of the Board shall be at least a majority of the Directors, provided that one (1) Director must be the Chair of the Board.

#### 5.07 Voting

The method of voting at any meeting of the Board shall be determined by the chair of the meeting prior to any vote being taken. Each Director shall have one (1) vote on each question raised at any meeting of the Board, and all questions shall be determined by a majority of the votes cast. In the case of an equality of votes, the Chair shall have an additional casting vote.

#### 5.08 Written Resolutions

A Written Resolution signed by all the Directors entitled to vote on that resolution is valid.

#### 5.09 Adjournments

Any meeting of Directors may be adjourned to any time. Any business that might have been transacted at the original meeting from which the adjournment took place may be transacted upon the resumption of the adjourned meeting. No notice is required for the resumption of any adjourned meeting if the time and place of the adjourned meeting is announced at the original meeting.

### 6 MEETINGS OF THE MEMBERS

#### 6.01 Annual Meeting

- (a) An Annual Meeting shall be held within Canada, unless a place outside Canada is specified in the Articles or if all Members entitled to vote at the meeting consent to holding the Annual Meeting at a place outside Canada, at a place and date and time determined by the Board, for the purpose of conducting the Annual Business and any Special Business.
- (b) The Annual Meeting shall be held not later than fifteen (15) months following the last Annual Meeting provided that any Annual Meeting shall be held within six (6) months of the financial year end of the Corporation.

## 6.02 Meetings by Electronic Conference

- (a) A Member may participate in a meeting of Members by means of an electronic or other communication device that permits all participants to communicate adequately with each other during the meeting. Any person participating by electronic conference is deemed to be present at that meeting. Any security, confidentiality or other considerations with respect to the conduct of such a meeting shall be as determined by the Board from time to time.
- (b) The Directors may call a meeting of the Members and provide that the meeting be held entirely by telephone or electronic means that permits all participants to communicate adequately with each other during the meeting.

## 6.03 Special Meeting

The Board may at any time call a Special Meeting for the transaction of any business specified in the notice calling the meeting. A Special Meeting may be held separately from or together with an Annual Meeting.

## 6.04 Fixing a Record Date

The Directors may fix a record date for each meeting to determine which Members are entitled to receive notice of the meeting and entitled to vote at the meeting. The day shall be between twenty-one (21) days and sixty (60) days before the day on which the meeting is to be held. If the Directors do not fix a record date for which Members are entitled to receive notice of the meeting, then the day shall be at the close of business on the day immediately preceding the day on which notice is given or if no notice is given, the day of the meeting. If the Directors do not fix a record date for which Members are entitled to vote at the meeting, then the day shall be ten (10) days after the record date for Members entitled to notice, or if no such date is fixed, then at the close of business on the day immediately preceding the day on which notice is given or if no notice is given, the day of the meeting.

## 6.05 Notice of Meetings

Subject to section 18.05, notice of the time, place and date of an Annual Meeting or Special Meeting and sufficient information for a Member to make a reasoned judgment on the business to be considered, including information on any Special Resolution to be submitted to the meeting, shall be given to each Member entitled to vote at the meeting, to each Director and to the Public Accountant of the Corporation by:

- (a) mail, courier or personal delivery, during a period of twenty-one (21) to sixty (60) days before the day on which the meeting is to be held;
- (b) telephone, or other electronic means, during a period of twenty-one (21) to thirty-five (35) days before the day on which the meeting is to be held. If a Member requests that notice of a meeting be given by non-electronic means, the notice will be sent by mail, courier or personal delivery as provided in section (a);<sup>2</sup>
- (c) posting the notice on a notice board including the Corporation's website where such information is regularly posted and that is located in a place frequented by the Members, at least thirty (30) days before the day on which the meeting is to be held;

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<sup>2</sup> Note that if a Member requests that notice of a meeting be given by non-electronic means, the notice must be sent to that Member by non-electronic means.

Whenever the number of Members exceeds two hundred and fifty (250), by publication:

- (d) in one (1) or more newspapers circulated in the municipalities in which the majority of the Members reside at the addresses recorded in the register of Members, at least once in each of the three (3) weeks immediately before the day on which the meeting is to be held; or
- (e) in a publication of the Corporation sent to all Members at least once during a period of twenty-one (21) days to sixty (60) days before the day on which the meeting is to be held.

#### 6.06 Those Entitled to be Present

The only persons entitled to be present at a meeting of Members shall be:

- (a) those entitled to vote at the meeting, including Members and proxy holders;
- (b) the Directors and the Public Accountant of the Corporation; and
- (c) such other persons who are entitled or required under any provision of the Act, the Articles or By-Laws of the Corporation to be present at the meeting.

Any other person may be admitted only on the invitation of the chair of the meeting or by Ordinary Resolution of the Members.

#### 6.07 Quorum

- (a) A quorum for the transaction of business at meetings of the Members shall be three (3) Members of the Corporation entitled to vote, and present in person or represented by proxy, two (2) of whom must also be Authorized Representatives of Members who are also Directors.
- (b) Provided however that where:
  - (i) less than a quorum, but two (2) or more persons are present in person one-half hour after the commencement time specified in the notice calling the meeting of Members; and
  - (ii) the business transacted is limited to the selection of a chair and a secretary for the meeting, the recording of the names of those present, and the passing of a motion to adjourn the meeting with or without specifying a date, time and place for the resumption of the meeting,then two (2) persons present in person constitutes quorum.
- (c) No business shall be transacted at any meeting of the Members unless the necessary quorum is present at the commencement of such meeting.
- (d) If a quorum is not present at the opening of a meeting of Members, the Members present may adjourn the meeting to a fixed time and place but may not transact any other business.

#### 6.08 Chair

In the absence of the Chair of the Board and the Vice-Chair of the Board, the Members present and entitled to vote and present at any meeting of Members shall choose another Director as chair of the meeting. If no Director is present or if all the Directors present decline to act as chair, the Members present and entitled to vote shall choose a Member to be chair.



#### 6.09 Voting by Members

- (a) The method of voting at any meeting of the Members shall be determined by the chair of the meeting prior to any vote being taken. Each Member in good standing shall have one (1) vote on each question raised at any meeting of the Members, and all questions shall be determined by Ordinary Resolution, unless otherwise specified. For clarity, where a Member is in arrears for amounts payable under section 2.06, the Member will not be considered a Member in good standing of the Corporation and shall not be entitled to vote. In the case of an equality of votes, the vote shall be deemed to have been lost.
- (b) Whenever a vote has been taken upon a question, a declaration by the chair of the meeting that a resolution has been carried or lost by a particular majority and an entry to that effect in the minutes of the Corporation is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

#### 6.10 Electronic, Mail or Telephone Voting

The Directors may provide for Members to vote by mail, telephone or electronic means instead of proxy voting. Such alternative means of voting must:

- (a) allow for verification that the votes are made by the Members entitled to vote; and
- (b) not allow the Corporation to identify how each Member voted.

#### 6.11 Proxies

- (a) Unless the Directors allow for electronic voting in accordance with section 6.10, every Member entitled to vote at meetings of Members may, by means of a proxy, appoint a person to attend the meeting on the Member's behalf to act in the manner set out in the proxy, to the extent and with the power conferred by the proxy and the Government Regulations. A proxy shall be in writing. The proxy holder need not be a Member.
- (b) A proxy shall be executed by the Authorized Representative.
- (c) A proxy is valid only at the meeting in respect of which it is given or at the continuation of that meeting after an adjournment.
- (d) Subject to the Government Regulations, a proxy may be in such form as the Board prescribes or in such other form as the chair of the meeting may accept as sufficient. However, where the proxy has been created by a person other than the Member executing the proxy, the proxy shall contain the information set out in Appendix A to this By-Law.
- (e) A proxy shall be deposited with the secretary of the meeting before any vote is called under its authority, or at such earlier time and in such manner as the Board may prescribe. The Board may set a deadline to deposit proxies, such deadline shall not exceed forty-eight (48) hours, excluding Saturdays and holidays before the meeting.

#### 6.12 Ballot

A Member can demand a ballot during the meeting either before or after any vote by show of hands. If at any meeting a vote by ballot is requested on the election of a chair, it must be taken forthwith without adjournment. If a vote by ballot is requested on any other question, it shall be taken in the manner and time as the chair of the meeting directs. The result of a vote by ballot shall be deemed

to be the resolution of the meeting at which it was requested. A request for a vote by ballot may be withdrawn at any time prior to the taking of the ballot.

### 6.13 Adjournments

Any meeting of Members may be adjourned to any time by the chair of the meeting. Any business that might have been transacted at the original meeting from which the adjournment took place may be transacted upon the resumption of the adjourned meeting. No notice is required for the resumption of any adjourned meeting where the resumption of the meeting occurs less than thirty (30) days from the date of the original meeting, other than an announcement at a meeting that is adjourned.

### 6.14 Written Resolutions

A Written Resolution signed by all the Members entitled to vote on that resolution at a meeting of Members, including an Annual Meeting, is valid as if it had been passed at an Annual Meeting or Special Meeting, provided that the following matters may not be dealt with by Written Resolution:

- (a) the resignation, removal or replacement of a Director, where a written statement has been submitted by the Director giving reasons for resigning or opposing his or her removal or replacement; and
- (b) the resignation, removal or replacement of the Public Accountant, where a written statement has been submitted by the Public Accountant giving reasons for resigning or opposing his or her removal or replacement.

## 7 BOARD REGULATIONS

### 7.01 Board Regulations

The Board may make Board Regulations with regard to any matter not inconsistent with the Act and the By-Laws.

## 8 OFFICERS

### 8.01 Officers

Subject to the Act, the Articles and the By-Laws of the Corporation, there may be the following Officers:

- (a) a Chair of the Board and a Vice-Chair of the Board elected by and from among the Directors;
- (b) an Immediate Past Chair;
- (c) an Executive Director;
- (d) a Secretary-Treasurer who may but need not be a Director, appointed by the Board to serve at the pleasure of the Board; and
- (e) such other Officers as are appointed by the Board pursuant to section 8.09.

## 8.02 Term of Office of Officers

Subject to section 8.01, the term of office of each Officer who is not an employee of the Corporation shall be three (3) years, to expire at the third (3<sup>rd</sup>) Annual Meeting following election or appointment. Any Officer who is an employee shall hold office at the pleasure of the Board, or pursuant to terms of employment.

## 8.03 Chair of the Board

The Chair of the Board shall supervise and control the operations of the Corporation if there shall be no Executive Director in office. The Chair of the Board shall, when present, preside at all meetings of the Board, the Executive Committee, and Members. The Chair of the Board shall sign all documents requiring the signature of that office, and have the other powers and duties prescribed by the Board or incident to the office.

## 8.04 Immediate Past Chair

The Immediate Past Chair shall perform duties from time to time prescribed by the Board. The individual who may automatically qualify as the Immediate Past Chair in the ordinary course shall not be prohibited from appointment, instead, as the Chair of the Board of the Corporation.

## 8.05 Vice-Chair of the Board

The duties and powers of the Vice-Chair of the Board may be exercised by the Vice-Chair of the Board when the Chair of the Board is absent or unable to act. If the Vice-Chair of the Board exercises any of those duties or powers, the Chair of the Board's absence or inability to act shall be referenced in the minutes. The Vice-Chair of the Board shall also perform the other duties prescribed by the Board or Executive Committee or incident to the office.

## 8.06 Executive Director

The Executive Director shall be the Chief Executive Officer of the Corporation and shall, subject to the direction of the Board and/or the Chair of the Board, supervise and control the operations of the Corporation.

The Executive Director, if any, shall have the right to receive notice of, to attend and to speak at but not to vote (unless otherwise also a Director)<sup>3</sup> at all meetings of the Board, any committee of the Board, including the Executive Committee, and any meeting of the Members, except those meetings where the terms of employment, compensation or performance of the Executive Director are discussed.

## 8.07 Secretary-Treasurer

The Secretary-Treasurer shall:

- (a) act as secretary of each meeting of the Corporation, the Board and Executive Committee;
- (b) attend all meetings of the Corporation, the Board and the Executive Committee to record all facts and minutes of those proceedings in the books kept for that purpose;

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<sup>3</sup> Note an executive director is not typically a director.

- (c) give all notices required to be given to the Members and to the Directors and the Executive Committee;
- (d) be the custodian of the corporate seal of the Corporation and of all books, papers, records, correspondence and documents belonging to the Corporation;
- (e) keep or cause to be kept full and accurate accounts of all receipts and disbursements of the Corporation in proper books of account;
- (f) deposit all moneys or other valuable effects in the name and to the credit of the Corporation in the bank or banks from time to time designated by the Board or Executive Committee;
- (g) disburse the funds of the Corporation under the direction of the Board or Executive Committee;
- (h) render to the Board or Executive Committee, whenever required, an account of all transactions as Secretary-Treasurer and of the financial position of the Corporation;
- (i) co-operate with the Public Accountant of the Corporation during any audit of the accounts of the Corporation; and
- (j) perform the other duties prescribed by the Board or Executive Committee.

#### 8.08 Delegation of Duties

Any Officer may delegate the duties of the office to another person, provided that the delegating Officer remains responsible for ensuring that such duties are carried out, except when otherwise required by law.

#### 8.09 Board Appoint Other Officers

The Board may from time to time appoint such other Officers as it considers expedient, to hold office at the pleasure of the Board, whose duties and remuneration shall be such as the terms of their engagement call for or the Board prescribes.

#### 8.10 Holding More Than One Office

Except for the offices of Chair of the Board and Vice-Chair of the Board, a person may be nominated or selected for, elected or appointed to, and hold, more than one office including the office of Secretary-Treasurer.

#### 8.11 Removal from Office

Any Officer may be removed by Special Resolution of the Board at a meeting of which notice of intention to present such resolution has been given to all Directors.

#### 8.12 Remuneration of Officers or Employees

Any Officer who is a Director shall not be entitled to remuneration for acting as such, but shall be entitled to reimbursement for reasonable expenses incurred in carrying out his or her duties. The Board shall fix the remuneration of the Executive Director, if any. The Board shall fix the remuneration of any other Officers or employees, or may delegate such responsibility to the Executive Director.

## **9 PREFERRED SUPPLIERS**

### **9.01 Qualifications**

Individuals and corporations may be accepted as a Preferred Supplier of the Corporation, provided that they have paid the requisite Preferred Supplier fee, as prescribed by the Board from time to time, and applied for and been accepted as a Preferred Supplier by resolution of the Board or in such other manner as may be determined by the Board. A Preferred Supplier must also be actively engaged in supplying materials, tools, or equipment that are used by contractors in the floor covering trade. The Board further reserves the right to decline renewal of rights to any Preferred Supplier at its discretion.

### **9.02 Preferred Supplier's Rights**

Preferred Suppliers shall have the rights and privileges in the Corporation provided to them by the Board from time to time. For greater certainty, Preferred Suppliers are not Members of the Corporation and are not entitled to notice of meetings, to attend meetings, or to vote at meetings of the Members. Notwithstanding the foregoing, a Preferred Supplier may be invited to attend and speak, but not vote, at any meeting of the Members or Board, at the invitation of the Chair of the Board.

### **9.03 Preferred Supplier Fees**

Preferred Supplier fees shall be payable upon application and thereafter upon renewal in the manner determined by the Board from time to time.

## **10 COMMITTEES**

### **10.01 Committees**

Subject to the Act and the By-Laws, the Board may appoint such committees as it deems appropriate from time to time and set the rules governing such committees.

### **10.02 Rules Governing Committees**

Subject to the By-Laws of the Corporation, all Committees other than the Executive Committee are subject to the requirements listed below:

- (a) the chair and members shall be appointed by the Board;
- (b) at least one (1) Director shall be appointed to serve on each Committee;
- (c) in addition to the members of a Committee appointed pursuant to subsection 10.02(a), the Board may appoint to any Committee, persons who are not Members of the Corporation who are qualified to hold office;
- (d) a member of a Committee shall serve for a term ending at the commencement of the Annual Meeting following appointment, and is eligible for reappointment for one (1) or more additional terms;
- (e) each Committee shall meet at least annually, and more frequently at the will of its chair or as required by its terms of reference, and as requested by the Board;

- (f) each Committee shall be responsible to, and report after each meeting to, the Board; or
- (g) subject to any rules established by the Board, each Committee may establish its own rules of procedure and may appoint subcommittees.

#### 10.03 Limits on Authority of Committees

No committee, including the Executive Committee, has authority to:

- (a) submit to the Members any question or matter requiring approval of the Members;
- (b) fill a vacancy among the Directors or in the office of Public Accountant or appoint additional Directors;
- (c) issue debt obligations except as authorized by the Board;
- (d) approve any financial statements;
- (e) adopt, amend or repeal any By-Law; or
- (f) establish contributions to be made, or dues to be paid, by Members.

#### 10.04 Standing Committees

There may be such Standing Committees for such purposes as the Board may determine by Ordinary Resolution.

#### 10.05 Combined and Inactive Committees

The Board may combine the work of two (2) or more Standing Committees under such name as the Board shall select and may permit any Standing Committee to be inactive.

#### 10.06 Ad Hoc Committees

There may be such Ad Hoc Committees for such purposes as the Board may determine. The existence of each such Ad Hoc Committee shall be terminated automatically upon the occurrence of any of the following events:

- (a) the delivery of its report;
- (b) the completion of its assigned task; or
- (c) a resolution to that effect of the Board.

In the case of termination pursuant to this section 10.06, the Board may continue such Ad Hoc Committee.

### 11 EXECUTIVE COMMITTEE

#### 11.01 Composition

The Board, whenever it consists of more than six (6) individuals, may establish an Executive Committee by electing, by Ordinary Resolution from among its number, such number of members that is not less than three (3). The Board may delegate to the Executive Committee any of the powers of the Directors except those powers listed in section 10.03.



The Executive Committee shall be composed of the Officers who are also Directors and the chairs of the Standing Committees. The Chair of the Board shall be ex officio the Chair of the Executive Committee. Each member of the Executive Committee shall serve during the pleasure of the Board and, in any event, only for as long as such member shall be a Director. The Board may fill vacancies in the Executive Committee by election from among its number. If and whenever a vacancy exists in the Executive Committee, the remaining members may exercise all their powers so long as a quorum remains in office.

#### 11.02 Powers

Subject to the By-Laws of the Corporation, during the intervals between the meetings of the Board, the Executive Committee shall possess and may exercise all the powers of the Board in the management and direction of the affairs and business of the Corporation in such manner as the Executive Committee deems to be in the best interests of the Corporation.

#### 11.03 Meetings of the Executive Committee

Meetings of the Executive Committee shall be held at any time and place determined by the Executive Committee provided that written notice of the meeting be given in the same manner and within the same time frame as meetings of the Board, as required by section 5.04. No error or omission in giving notice of any meeting of the Executive Committee shall invalidate the meeting. Any member of the Executive Committee may at any time waive notice of any such meeting and may ratify, approve and confirm any or all proceedings made during the meeting.

#### 11.04 Procedures

The Executive Committee shall have power to fix its quorum at not less than a majority of its members and may fix its own rules of procedure, subject to sections 11.01, 11.02, 11.08. The Executive Committee shall keep minutes of its meetings recording all action taken by it, and a summary of the meeting shall be submitted to the Board annually.

#### 11.05 Quorum

The quorum of any meeting of the Executive Committee shall be determined in accordance with section 11.04. No business may be transacted by the Executive Committee except at a meeting of its members at which a quorum of the Executive Committee is present.

#### 11.06 Place of Business

Meetings of the Executive Committee may be held at the registered office of the Corporation or at any other place within or outside the geographical location of the registered office as specified in the notice calling the meeting.

#### 11.07 Meetings by Electronic Conference

- (a) Each member of the Executive Committee may participate in a meeting by means of an electronic or other communication device that permits all participants to communicate adequately with each other during the meeting. Any person participating by electronic conference is deemed to be present at that meeting. Any security, confidentiality or other considerations with respect to the conduct of such a meeting shall be as determined by the Executive Committee from time to time.

- (b) The chair of the Executive Committee may call a meeting of the Executive Committee and provide that the meeting be held entirely by telephone or electronic means that permits all participants to communicate adequately with each other during the meeting.

#### 11.08 Other Directors Present

Each Director shall be entitled to speak but not to vote at any meeting of the Executive Committee at which the Director is present. However, only a Director elected to the Executive Committee shall be entitled to notice of any meeting of the Executive Committee and the presence of such Director shall not be included for the purpose of calculating a quorum.

### 12 CONFLICT OF INTEREST

#### 12.01 Conflict of Interest

In accordance with the Act and the By-Laws, Directors and Officers shall disclose any interests, whether direct, indirect or imputed, in any matter as required by the Act and comply with all other requirements in the Act in respect of such conflict of interest.

### 13 PROTECTION OF DIRECTORS, OFFICERS AND OTHERS

#### 13.01 Insurance

- (a) The Corporation shall purchase and maintain appropriate liability insurance for the benefit of the Corporation and each Protected Person. The insurance shall address coverage limits in amounts per occurrence with an aggregate maximum limit as deemed appropriate by the Board and shall include:
  - (i) property and public liability insurance;
  - (ii) Directors' and Officers' insurance; and
  - (iii) may include such other insurance as the Board sees fit.
- (b) The Corporation shall ensure that each Protected Person is included as an insured person to any policy of Directors' and Officers' insurance maintained by the Corporation.
- (c) No coverage shall be provided for any liability relating to a failure to act honestly and in good faith with a view to the best interests of the Corporation.
- (d) It shall be the obligation of any person seeking insurance coverage or indemnity from the Corporation to co-operate fully with the Corporation in the defence of any demand, claim or suit made against such person, and to make no admission of responsibility or liability to any third party without the prior agreement of the Corporation.

#### 13.02 Liability Exclusion

Absent the failure to act honestly and in good faith in the performance of the duties of office, and save as may be otherwise provided in any legislation or law, no Protected Person shall be personally liable for any loss or damage or expense to the Corporation arising out of the acts (including wilful, negligent or accidental conduct), receipts, neglects, omissions or defaults of such Protected Person or of any other Protected Person arising from any of the following:

- (a) insufficiency or deficiency of title to any property acquired by the Corporation or for or on behalf of the Corporation;
- (b) insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Corporation shall be placed out or invested;
- (c) loss or damage arising from the bankruptcy or insolvency of any person, firm or corporation including any person, firm or corporation with whom or which any monies, securities or effects shall be lodged or deposited;
- (d) loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with monies, securities or other assets belonging to the Corporation;
- (e) loss, damage or misfortune whatever which may occur in the execution of the duties of the Protected Person's respective office or trust or in relation thereto; and
- (f) loss or damage arising from any wilful act, assault, act of negligence, breach of fiduciary or other duty or failure to render aid of any sort.

#### 13.03 Indemnification of Directors, Officers and Others

- (a) Every Protected Person shall be indemnified and saved harmless, including the right to receive the first dollar payout, and without deduction or any co-payment requirement to a maximum limit per claim made as established by the Board from and against all costs, charges and expenses which such Protected Person sustains or incurs:
  - (i) in or in relation to any demand, action, suit or proceeding which is brought, commenced or prosecuted against such person in respect of any act, deed, matter or thing whatsoever, made, done or permitted or not permitted by such person, in or in relation to the execution of the duties of such office or in respect of any such liability; or
  - (ii) in relation to the affairs of the Corporation generally;save and except such costs, charges or expenses as are occasioned by the failure of such person to act honestly and in good faith in the performance of his or her duties of office.
- (b) Such indemnity will only be effective:
  - (i) upon the exhaustion of all available and collectible insurance provided to the Protected Person by the Corporation inclusive of whatever valid and collectible insurance has been collected; and
  - (ii) provided that the Protected Person has carried out all duties assigned to such person which are subject of the claim in complete good faith so as to comply with the conditions of the insurance policy concerning entitlement to coverage.
- (c) The Corporation shall also indemnify any Protected Person, firm or corporation in such circumstances designated by law, upon approval by the Board.
- (d) Nothing in this Article 13 shall limit the legal right of any person, firm or corporation entitled to indemnity to claim indemnity apart from the provisions of this Article 13.

#### 13.04 Discontinuing Insurance

Where the Corporation has purchased or maintained insurance for any Protected Person, such insurance shall not be discontinued or altered except upon approval of the Members.

## **14     EXECUTION OF DOCUMENTS**

### **14.01   Execution of Documents**

Documents requiring execution by the Corporation may be signed by the Chair of the Board together with any one (1) of the Vice-Chair of the Board, Executive Director, Secretary-Treasurer, or any one (1) Director. The Board may appoint any Officer or any person on behalf of the Corporation, either to sign documents generally or to sign specific documents. The corporate seal of the Corporation shall, when required, be affixed to documents executed in accordance with the foregoing.

## **15     BORROWING BY THE CORPORATION**

### **15.01   General Borrowing Authority**

The Directors may, without authorization of the Members:

- (a)     borrow money on the credit of the Corporation;
- (b)     issue, reissue, sell, pledge or hypothecate debt obligations of the Corporation;
- (c)     give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d)     mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any obligation of the Corporation.

The Directors may delegate these powers to a Director, committee of Directors, or Officer.

## **16     FINANCIAL YEAR**

### **16.01   Financial Year Determined**

The financial year of the Corporation shall terminate on the last day of December in each year or on such other date as the Board may determine.

## **17     PUBLIC ACCOUNTANT**

### **17.01   Board May Make Initial Appointment**

The Board may, following incorporation, appoint a Public Accountant to hold office until the first Annual Meeting. The Public Accountant must meet the requirements in the Act.<sup>4</sup>

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<sup>4</sup> Section 180(1) provides that a Public Accountant must:

- (a) be a member in good standing of an institute or association of accountants incorporated by or under an Act of the legislature of a province;
- (b) meet any qualification under an enactment of a province for performing any duty a person is required to perform under sections 188 to 191 of the Act (review engagement, audit engagement, report on financial statements); and
- (c) unless the Public Accountant is the subject of a relieving order under subsection 180(6), be independent of the Corporation, its affiliates, or the Directors or officers of the Corporation or its affiliates.

#### 17.02 Annual Appointment

Subject to the Act and its Government Regulations, the Members of the Corporation at each Annual Meeting shall appoint one (1) or more Public Accountants. The Public Accountant shall hold office until the close of the next Annual Meeting and if an appointment is not made, the incumbent Public Accountant continues in office until a successor is appointed.

#### 17.03 Removal of Public Accountant

The Members may, by Ordinary Resolution passed at a Special Meeting, remove any Public Accountant before the expiration of the term of office in accordance with the Act.

#### 17.04 Vacancy in the Office of Public Accountant

The Board shall fill any vacancy in the office of Public Accountant but, while the vacancy continues, any remaining Public Accountant may act.

#### 17.05 Remuneration of Public Accountant

The remuneration of a Public Accountant appointed by the Members may be fixed by the Members by Ordinary Resolution, or shall be fixed by the Board if the Members do not do so.

### 18 NOTICE

#### 18.01 When Notice Deemed Given

When notice is given under the By-Laws by the following means, that notice is deemed to have been given at the following time:

- (a) if given by e-mail, notice is deemed given when sent;
- (b) if given by telephone, notice is deemed given at the time of the telephone call;
- (c) if given by mail to the last address shown on the Corporation's records, notice is deemed given on the third day after mailing;
- (d) if given in writing by courier or personal delivery, notice is deemed given when delivered;
- (e) if posted on a notice board pursuant to section 6.05(c), notice is deemed given on the date of posting;
- (f) if published pursuant to sections 6.05(d) or 6.05(e), notice is deemed given on the date of publication; and
- (g) if provided by other electronic means, notice is deemed given when transmitted.

#### 18.02 Declaration of Notice

At any meeting, the declaration of the Secretary-Treasurer or chair of the meeting that notice has been given pursuant to this By-Law shall be sufficient and conclusive evidence of the giving of such notice. No formal notice of a meeting is necessary if all those entitled to notice are present or if those absent have signified their consent to the meeting being held without notice and in their absence.

### 18.03 Computation of Time

In computing the date when notice must be given under any provision in the By-Laws requiring a specified number of days' notice of any meeting or other event, a period of days is deemed to commence on the day following the event that began the period and is deemed to terminate at midnight of the last day of the period, except that if the last day of the period falls on a holiday, the period terminates at midnight of the next day that is not a holiday.

### 18.04 Omissions and Errors

Any resolution passed or proceeding taken at a meeting of the Board, a committee of the Board or Members shall not be invalidated by:

- (a) an error in notice that does not affect its substance;
- (b) the accidental omission to give notice; or
- (c) the accidental non-receipt of notice by any Director, Member or Public Accountant.

Any Director, Member or Public Accountant may at any time waive notice of, and ratify and approve any proceeding taken at any meeting.

### 18.05 Waiver

Where a notice or document is required to be sent pursuant to the By-Laws or the Act, the person entitled to receive the notice or document may consent in writing to waive either the sending of the notice or document or the time within which the notice or document must be sent.

## 19 BY-LAWS AND EFFECTIVE DATE

### 19.01 Effective Date of this By-Law

This By-Law shall only be effective upon approval by the Board and confirmation by the Members in accordance with the Act.

### 19.02 Amendments requiring Special Resolution

Amendments to the following sections of this By-Law shall only be effective upon approval of the Members by Special Resolution:

- (a) Member Composition, section 2.01;
- (b) Members' Rights, section 2.02;
- (c) Notice of Meetings, section 6.05;
- (d) Proxies, section 6.11; and
- (e) any section that adds, changes, or removes a provision that is contained in the Corporation's Articles.

### 19.03 By-Laws and Effective Date

- (a) Subject to the Articles and section 19.01, the Board of Directors may make, amend or repeal any By-Law that regulates the activities or affairs of the Corporation. Subject to section 19.01, any such By-Law, amendment or repeal shall be effective



from the date of the resolution of Directors until the next meeting of Members where it may be confirmed, rejected or amended by Ordinary Resolution of the Members.

- (b) If the By-Law amendment or repeal is confirmed or confirmed as amended by the Members, it remains effective in the form in which it was confirmed. The By-Law amendment or repeal ceases to have effect if it is not submitted to the Members at the next meeting of Members or if it is rejected by the Members at the meeting.

## 20 REPEAL OF PRIOR BY-LAWS

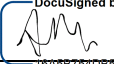
### 20.01 Repeal

Subject to the provisions of section 20.02 hereof, all prior By-Laws, resolutions and other enactments of the Corporation inconsistent in either form or content with the provisions of this By-Law are repealed.

### 20.02 Prior Acts


The repeal of prior By-Laws, resolutions and other enactments shall not impair in any way the validity of any act or thing done pursuant to any such repealed By-Laws, resolution or other enactment.

**ENACTED** by the Directors as a By-Law of ***Residential Hardwood & Carpet Association*** this 7<sup>th</sup> day of August, 2024.

DocuSigned by:  
  
\_\_\_\_\_  
Anthony Marano  
Chair of the Board

DocuSigned by:  
  
\_\_\_\_\_  
Jim DeAngelis  
Vice-Chair of the Board

**CONFIRMED** by the Members in accordance with the *Canada Not-for-profit Corporations Act* on the 7<sup>th</sup> day of August, 2024.

DocuSigned by:  
  
\_\_\_\_\_  
Anthony Marano  
Chair of the Board

DocuSigned by:  
  
\_\_\_\_\_  
Jim DeAngelis  
Vice-Chair of the Board

Copy of the signed and fully approved By-Laws provided to Corporations Canada on the \_\_\_\_\_ day of \_\_\_\_\_, 2024. (Required to be deposited within one year of approval).

## APPENDIX A

### FORM OF PROXY<sup>5</sup>

Where a proxy has been created by a person other than the Member executing the proxy, the form of proxy must meet the following requirements:

- (a) it must indicate, in bold-face type:
  - (i) the meeting at which it is to be used;
  - (ii) that the Member may appoint a proxy holder, other than a person designated in the form of proxy, to attend and act on the Member's behalf at the meeting; and
  - (iii) instructions on the manner in which the Member may appoint the proxy holder;
- (b) contain a designated blank space for the date of the signature;
- (c) provide a means for the Member to designate some other person as proxy holder, if the form of proxy designates a person as proxy holder;
- (d) provide a means for the Member to specify that the membership registered in the Member's name is to be voted for or against each matter, or group of related matters, identified in the notice of meeting, other than the appointment of a Public Accountant and the election of Directors;
- (e) provide a means for the Member to specify that the membership registered in the Member's name is to be voted or withheld from voting in respect of the appointment of a Public Accountant or the election of Directors; and
- (f) state that the membership represented by the proxy is to be voted or withheld from voting, in accordance with the instructions of the Member, on any ballot that may be called for and that, if the Member specifies a choice under subparagraph (ii) or (iii) with respect to any matter to be acted on, the membership is to be voted accordingly.

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<sup>5</sup> These requirements are set out section 74 of the Regulations to the Act and cannot be changed.

# ONTARIO LABOUR RELATIONS BOARD

## NOTICE TO RESPONDING PARTY AND/OR AFFECTED PARTY OF APPLICATION FOR ACCREDITATION, CONSTRUCTION INDUSTRY

*Labour Relations Act, 1995*

**Form C-39**

**Between:**

RESIDENTIAL HARDWOOD AND CARPET ASSOCIATION

**Applicant(s)**

- and -

LABOURERS INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

**Responding Party(ies)**

- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Ontario Labour Relations Board's website at (<http://www.olrb.gov.on.ca>) or the Board's offices, 505 University Ave., 2<sup>nd</sup> floor, Toronto, Ontario (Tel. 416-326-7500).
- Periods of time referred to in this Notice, other Board forms and Notices and the Board's Rules of Procedure do not include weekends, statutory holidays or any other day that the Board is closed.

1. The Applicant has initiated an application with the Ontario Labour Relations Board to be accredited as the bargaining agent for employers, whose employees are bargained for by the Responding Party, in a unit of employees that the Applicant claims is appropriate for accreditation. A copy of the application is enclosed.
2. This notice is being sent to you because you are a Responding Party to the application or because you have been identified as a person who may be affected by the application.
3. **An application under the Labour Relations Act is a legal proceeding and may affect your legal rights and obligations. You may wish to seek legal advice immediately.**
4. You should carefully read the Board's Rules of Procedure, which describe how a response/intervention must be delivered and filed with the Board, what information must be provided and the time limits that apply.
5. **IF YOU ARE THE RESPONDING PARTY:**
  - (a) Your response (**Form A-93** available at <http://www.olrb.gov.on.ca> or at the Board's offices) must be filed with the Board no later than **20 days** after the application was delivered to you.
  - (b) **Before** filing your response with the Board, you must deliver a copy of it (including all documents you are filing with it) to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party. If you are naming any additional

Affected Party in your response, you must provide them with a copy of the application (including all documents filed with it), your response (including all documents you are filing with it) and this notice.

Your response may be delivered to the other parties in accordance with Rule 6.4 of the Board's Rules of Procedure.

(c) You may **then file your response with the Board** by any method, except fax, e-mail or registered mail.

6. **IF YOU HAVE BEEN NAMED AS A PARTY WHO MAY BE AFFECTED BY THE APPLICATION**, and **if you choose** to participate in this proceeding:

(a) Your intervention (**Form A-93** available at <http://www.olrb.gov.on.ca/> or at the Board's offices) must be filed with the Board no later than **20 days** after the application was delivered to you.

(b) **Before** filing your intervention with the Board, you must deliver a copy of it (including all documents you are filing with it) to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party. If you are naming any additional Affected Party in your intervention, you must provide them with a copy of the application (including all documents filed with it), your intervention (including all documents you are filing with it) and this notice.

Your intervention may be delivered to the other parties in accordance with Rule 6.4 of the Board's Rules of Procedure.

(c) You may **then file your intervention with the Board** by any method, except fax, e-mail or registered mail.

7. **If you do not file your response/intervention and other required documentation in the way required by the Board's Rules of Procedure, the Board may not process your response/intervention and documents, and may decide the application without further notice to you. Furthermore, you may be deemed to have accepted all the facts stated in the application.**

8. Once the application is filed, the Board sends a Confirmation of Filing to all the parties with a Board file number and information about the appointment of a Mediator.

9. If you do not receive a Confirmation of Filing from the Board within seven days after you receive the application, you may wish to contact the Board.

Dated:

**Catherine Gilbert**

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The Registrar  
Ontario Labour Relations Board

**NOTE:** All communications should be addressed to:  
The Registrar  
Ontario Labour Relations Board  
505 University Avenue, 2nd Floor  
Toronto, Ontario M5G 2P1  
Tel (416) 326-7500

## IMPORTANT NOTES

The Board's forms, Notices, Information Bulletins, Rules of Procedure and Filing Guide may be obtained from its website <http://www.olrb.gov.on.ca> or by calling 416-326-7500 or toll-free at 1-877-339-3335.

### FRENCH OR ENGLISH

Vous avez le droit de communiquer et recevoir des services en français et en anglais. La Commission n'offre pas de services d'interprétation dans les langues autres que le français et l'anglais.

You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

### CHANGE OF CONTACT INFORMATION

Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

### ACCESSIBILITY AND ACCOMMODATION

The Board is committed to providing an inclusive and accessible environment in which all members of the public have equitable access to our services. We will aim to meet our obligations under the *Accessibility for Ontarians with Disabilities Act* in a timely manner. Please advise the Board if you require any accommodation to meet your individual needs. The Board's Accessibility Policy can be found on its website.

### COLLECTION AND DISCLOSURE OF INFORMATION AND DOCUMENTS

Any relevant information that you provide to the Board must in the normal course be provided to the other parties to the proceeding. Personal information collected on this form and in written or oral submissions may be used and disclosed for the proper administration of the Board's governing legislation and case processing. In addition, the *Tribunal Adjudicative Records Act, 2019* requires that the Board make adjudicative records (which include applications filed and a listing of such applications) available to the public. The Board has the power to make part or all of an adjudicative record confidential. The *Freedom of Information and Protection of Privacy Act* may also address the treatment of personal information. More information is available on the Board's website [www.olrb.gov.on.ca](http://www.olrb.gov.on.ca). If you have any questions concerning the collection of information or disclosure of adjudicative records, contact the Solicitors' Office at the number listed above or in writing to the OLRB, 505 University Ave., 2<sup>nd</sup> floor, Toronto, ON M5G 2P1.

### E-FILING AND E-MAIL

The Rules of Procedure and Filing Guide set out the permitted methods of filing. **In the event of emergencies or other circumstances, the Board may post a Notice to Community on its website, which will prevail over the Rules of Procedure and Filing Guide. You should check the Board's website prior to filing.** Note that the e-filing system is not encrypted. Contact the Client Services Coordinator at the numbers listed above if you have questions regarding e-filing or other filing methods. If you provide an e-mail address with your contact information, the Board will in most cases communicate with you by e-mail from an out-going only generic account. Incoming emails are not permitted.

### HEARINGS AND DECISIONS

Hearings are open to the public unless the Board decides that matters involving public security may be disclosed or if it believes that disclosure of financial or personal matters would be damaging to any of the parties. Hearings are not recorded and no transcripts are produced.

The Board issues written decisions, which may include the name and personal information about persons appearing before it. Decisions are available to the public from a variety of sources including the Ontario Workplace Tribunals Library and [www.canlii.org](http://www.canlii.org). Some summaries and decisions may be found on the Board's website.



# ONTARIO LABOUR RELATIONS BOARD

## RESPONSE/INTERVENTION – APPLICATION FOR ACCREDITATION CONSTRUCTION INDUSTRY *Labour Relations Act, 1995*

Form A-93

Fields marked with an asterisk (\*) are mandatory.

OLRB File Number

Between: \*

Applicant

- and -

Responding Party

- Review Information Bulletin No. 33 – “Accreditation in the Construction Industry under s.136 of the *Labour Relations Act*, 1995 (Non-ICI)”, the Filing Guide and the Board’s Rules of Procedure on acceptable methods of delivery and filing **before** completing this form to avoid any delay in processing.
- All forms, Notices, Information Bulletins, the Filing Guide and the Rules of Procedure may be obtained from the Board’s website (<http://www.olrb.gov.on.ca>).
- To print a paper copy of this form, use **only** the “Print” buttons located within the form.
- Save a copy of your completed form and any attachments as the Board will not return them to you. To save the form at any time, use the “Save” buttons located within the form.
- If there is insufficient space on the form, attach additional pages clearly identifying the relevant section of the form. For e-filing, you may attach files by selecting the “Attach documents electronically” option.

Choose one of the following \*

☐

Response

☐

Intervention

### Part A Contact Information

#### Instructions

- Provide the contact information for each Responding Party/Intervenor on whose behalf this form is being completed and any Affected Party not previously named in the application below. If you wish to add additional parties, use the “Add” button or attach a separate page if completing the form by hand.
- For an organization, provide the name and contact information of an individual who will be able to respond on behalf of that organization. When adding multiple individuals at the same organization, “Add” an additional contact section, repeat the organization name and provide that individual’s contact information (e.g. name, email address, phone number).



**1 (a). Responding Party/Intervenor****Responding Party/Intervenor 1**Type \* ☐ Organization ☐ Individual

Organization Name

First Name

Last Name

Position/Title

Full Address (Number, Street, Unit/Apartment, Building Name)

Other Address Details (e.g. PO Box, R.R. #, c/o)

City/Town

Province/State

Country

Postal/Zip Code

Telephone Number

Ext.

Fax Number

Email Address

Additional Contact Information, if any (Assistant's Email Address, Alternate Telephone Numbers)

**1 (b). Representative/Contact Person for the Responding Party/Intervenor****1 (c). The Intervenor claims to be affected by the application for the following reason(s):**

Complete this question only if you are intervening in this case.

**2 (a). Affected Party**

Contact information for any person, trade union, employer or employers' organization which may be affected by the application and which has not already been identified by another party must be completed below.

**2 (b). Representative/Contact Person for the Affected Party, if known****2 (c). The person, trade union, employer or employers' organization named above is affected by the application for the following reason(s):**

## **Part B Material Facts and Position on Relief Sought**

- 3. Provide a detailed description of unit of employers claimed by the Responding Party/Intervenor to be appropriate for accreditation:**

Reference **must** be made to the sector(s) of the construction industry and the geographic area(s) or parts thereof claimed. If you require more space, attach a separate document.

- 
- 4. Provide representations as to the appropriateness of the unit described in question 3 including the history of collective bargaining, if any, of the Applicant and the Responding Party:**

If you require more space, attach a separate document.

- 
- 5. State the number of employers in the unit described by the Applicant as being appropriate for accreditation as of the date the application was made:**

- 
- 6. State the number of employers in the unit claimed by the Responding Party/Intervenor to be appropriate for accreditation as of the date the application was made:**

- 
- 7. State the approximate number of members of the Responding Party working in the area(s) and sector(s) described in the unit of employers claimed by the Applicant to be appropriate as of the date the application was made:**

- 
- 8. In respect of the order(s) requested by the Applicant, the Responding Party/Intervenor states:**

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**9. Other relevant statements:**

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**10. Attached documents:**

Provide a list of the documents you are filing together with this form as instructed below.

Name your documents/attachments so that they are easily identifiable.

If you are e-filing this form, select the “Attach documents electronically” option below and attach each document using the “Add File” button.

If you are filing in a manner other than e-filing, provide the numbered list of documents in the box below.

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**Documents**

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## IMPORTANT NOTES

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You have the right to communicate and receive services in either English or French. The Board does not provide translation services in languages other than English or French.

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Notify the Board immediately of any change in your contact information. If you fail to do so, correspondence sent to your last known address (including email) may be deemed to be reasonable notice to you and the case may proceed in your absence.

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## Documents to be Delivered

Before filing your response/intervention with the Board, you must deliver the following documents to each Applicant, Responding Party and Affected Party named in Part A of the application and to each Affected Party named in Part A of a response/intervention filed by another party:

- A completed copy of this Response/Intervention - Application for Accreditation, Construction Industry (Form A-93), **including all documents you are filing with this form.**

If you have named an Affected Party in Part A of your response/intervention that was **not** named in the application or in a response/intervention filed by another party, you must deliver the following documents to that party:

- A completed copy of the Application for Accreditation, Construction Industry (Form A-92), **including all documents filed with that form;**
- A completed copy of this Response/Intervention - Application for Accreditation, Construction Industry (Form A-93), **including all documents you are filing with this form;** and
- A Notice to Responding Party and/or Affected party of Application for Accreditation, Construction Industry (Form C-39) **with the names of the parties and the date inserted.**

**Once the above-listed documents have been delivered to the other parties, you must complete the following Certificate of Delivery before filing the completed form and attachments with the Board.**

☐ I have reviewed this form to confirm it is complete \*

Date (yyyy/mm/dd) \*

## Certificate of Delivery

I, \_\_\_\_\_, \_\_\_\_\_,  
Name \* Title

certify that the documents identified above were delivered to each of the parties as set out below:

**Note: You must complete delivery information for each party separately.**

### Delivered To

Name of organization (if applicable) and name and title of person to whom the documents were delivered \*

Address or fax number to which the documents were delivered \*

### Method of delivery \*

☐ Hand Delivered ☐ Courier ☐ Fax ☐ Regular Mail ☐ Other



## File with the Board

- File the completed form and any attachments using a method permitted by the Board's Rules of Procedure.
- Save and Print a copy of your completed form and all attachments as the Board will not return them to you.
- To e-file, click the "Submit" button below. You will receive a confirmation email once the form has been successfully submitted.
- If you choose not to e-file, print this form by clicking on the "Print" button below and then file with the Board together with any attachments.

### For E-Filing only

You must provide a valid email address in order to file this form electronically so that a confirmation email may be sent to you. If you do not have a valid email address, file a paper copy of this form using an alternative method permitted by the Board's Rules of Procedure.

Submitted By:

|                 |                         |
|-----------------|-------------------------|
| First Name *    | Last Name *             |
| Email Address * | Confirm Email Address * |