

COLLECTIVE AGREEMENT

BETWEEN:

THE RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

- and -

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA, LOCAL 183

May 1, 2022 – April 30, 2025

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COLLECTIVE AGREEMENT

MARBLE, TILE, TERRAZZO & CEMENT MASONS

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

BETWEEN:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION
(the "Association")

-and-

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

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

NOW THEREFORE the Parties agree as follows:

ARTICLE 1 - PURPOSE

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

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

ARTICLE 2 - RECOGNITION

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

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

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

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

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

2.06 Upon the signing of this agreement, and on each May 1st thereafter, the Union shall provide the Association with a list of companies covered by this Collective Agreement. Between those dates the Union will advise the Association of any new company which becomes bound to this Agreement.

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

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

ARTICLE 3 - NOTICE OF PROJECT STARTS

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 5 - MANAGEMENT RIGHTS

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

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

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

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

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

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

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

ARTICLE 6 - HOURS OF WORK (HOURLY PAID EMPLOYEES)

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

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

6.03 Each employee shall receive a statement which shall indicate:

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

All time books are to be closed weekly.

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

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

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

ARTICLE 7 - PIECEWORK RATES

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

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

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

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

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

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

8.05 Where a difference arises between any of the Parties hereto relating to the interpretation, application or administration of the Agreement, including any question as to whether the matter is arbitrable, either of the Parties may, after exhausting the grievance procedures described above, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. Such written notice shall also state clearly the matter or matters in dispute to be dealt with by the Arbitrator and what relief, if any, is claimed by the Party requesting arbitration.

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

8.07 The Arbitrator shall hear and determine the difference or differences between the Parties and shall issue a decision in writing, which decision shall be final and binding upon the Parties and upon any employee and/or Pieceworkers/Subcontractors affected. However, it is understood that there shall be no alteration or amendment to any part of the Agreement. The fees and expenses of the Arbitrator shall be borne one-half (½) by the Union and one-half (½) by the Company. Any other costs or expenses in connection with such arbitration shall be borne by the Party which incurs them.

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

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

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

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

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

ARTICLE 9 - TRAVELLING EXPENSES AND BOARD ALLOWANCE

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

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

ARTICLE 10 - BUSINESS REPRESENTATIVE

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

ARTICLE 11 - STEWARD

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

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

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

11.04 The Steward shall not be excluded from overtime work (on hourly rated projects) on his crew provided he is competent to do the work required and shall be one of the last four (4) men employed (if employed on an hourly basis) and one of the last four (4) crews retained (if employed on a piecework/subcontract basis). It is understood that, should the Steward complete the work assigned to

him, there may be a temporary break in work and the next available assignment on any site shall be assigned by the Company to the Steward or the Steward's crew as the case may be.

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

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

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

ARTICLE 12 - HOLIDAYS AND VACATIONS

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

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

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

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

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

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

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

ARTICLE 13 - NO STRIKE - NO LOCK OUT

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

ARTICLE 14 - SAFE WORKING CONDITIONS

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

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

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

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

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

ARTICLE 15 - WORKERS' COMPENSATION CLEARANCE - SPECIAL PROVISION

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

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

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

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

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

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

ARTICLE 16 - PRODUCTIVITY

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

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

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

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

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

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

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

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

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

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

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

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

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

17.03 Freeze Funds

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

(b) Such amounts will remain frozen until :

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

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

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

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

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

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

17.05 The Company and Union agree that the Company has met its obligations for wages and remittances for employees, Pieceworkers/Subcontractors by payment of any sums or remittance of any

dues, benefits or other remittances to the Union based solely on the information supplied by the Pieceworker/Subcontractor. 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 of individuals performing the work. The Union specifically acknowledges that any recovery of monies owed to the Union as a result of a falsification by a Pieceworker/Subcontractor of his invoice shall be recovered directly from the Pieceworker/Subcontractor by the Union, provided the Contractor has not knowingly participated in the falsification.

Back Charges

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

17.07

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

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

(c) Where a deficiency is reported to the Company by the Builder for correction and the home is occupied, the Company shall schedule the time at which the deficiency is to be corrected and the Pieceworker/Subcontractor, if he wishes to correct the deficiency himself, must correct the deficiency at that time, subject to the requirement that the Pieceworker/Subcontractor must receive three (3) clear days' notice of the scheduled time for the work to be performed.

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

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

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

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

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

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

17.08 Holdback Account

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

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

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

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

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

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

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

ARTICLE 19 - HEALTH AND WELFARE, PENSION ETC.

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

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

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

19.03 **Health and Welfare – Hourly**

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

19.04 **Pension – Hourly**

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

19.05 **Apprenticeship Training – Hourly**

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

19.06 **Pre-Paid Legal Plan – Hourly**

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

19.07 Promotional Benefit Fund

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

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

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

ARTICLE 20 - INDUSTRY FUND

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

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

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

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

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

20.04 All such amounts shall, by the 15th of the month following, be forwarded to the Residential Tile Contractors Association by the administrators of "Local 183 Marble, Tile Clearance Fund" as each Company's contribution to the costs of negotiating and administering the Collective Agreement. It

is understood that the above percentage amount is in addition to the rates and other conditions as specified in Schedules "A" and "B" of the Collective Agreement.

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

ARTICLE 21 - SEVERABILITY

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

ARTICLE 22 - CONDITIONS OF EMPLOYMENT

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

ARTICLE 23 - MAINTENANCE OF RATES

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

ARTICLE 24 - DEFICIENCIES / REPAIRS / SERVICE

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

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

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

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

24.05 No Employee performing work under this Article will be required to use a personal vehicle for company business. If the Company violates this provision they shall pay to the Union a penalty of \$500 per week where the vehicle was not supplied. One half of all penalties received under this Article shall be paid by the Union to the RTCA. This amount shall be in addition to any damage which may be owing if Serviceman/Handyman was to the employee required to supply their own vehicle during such period.


ARTICLE 25 - DURATION

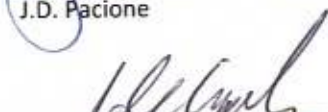
The term of this Agreement shall be from May 1, 2022 to April 30, 2025 and it shall continue in effect thereafter unless either party shall furnish the other with notice of proposed revision within one hundred and eighty days (180 days) of April 30, 2022 or any like in any three year period thereafter.

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

ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION


Adriano Tari


J.D. Pacione


Jim DeAngelis


Nick Terlizzi


Anthony Marano


Ross Savatti

ON BEHALF OF:
LIUNA, LOCAL 183


Jack Oliveira


Luis Camara


Janusz Argasinski

SCHEDULE "A" (LOW RISE)

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

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO. FUND	Total Pkg.	EMPLOYEE DEDUCTION		INDUSTRY FUND	EMPLOYER TOTAL COST
													WORKING DUES	OPDC - EMPLOYEE		
Tile Setter	May 1 2022	\$ 34.41	\$ 3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023	\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May1, 2024	\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11
Serviceman/ Handyman	May 1 2022	\$ 34.41	\$ 3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023	\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May1, 2024	\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11

	Working Foreman																
	May 1 2022		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$				
			34.41	3.44	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 50.56	3%	\$ 0.15	\$ 0.05	\$ 50.61
	May 1, 2023		\$ 36.36	\$ 3.64	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 53.06	3%	\$ 0.15	\$ 0.05	\$ 53.11
	May 1, 2024		\$ 37.86	\$ 3.79	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 55.06	3%	\$ 0.15	\$ 0.05	\$ 55.11

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

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

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

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

SCHEDULE "A" (HIGH RISE)

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

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

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

WAGE CLASSIFICATION	EFFECTIVE DATE	HOURLY RATE	VACATION PAY - 10%	WELFARE	LONG TERM CARE	RETIREE FUND	PENSION	TRAINING	PREPAID LEGAL	CECOF	PROMO FUND	Total Pkg.	WORKING DUES	OPDC - EMPLOYEE	INDUSTRY FUND	EMPLOYER TOTAL COST
Apprentice 2 (50%)	May 1, 2022	\$ 21.55	\$ 2.16	\$ 3.75	\$ 0.60	\$ 0.95	\$ 6.71	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 36.42	3%	\$ 0.15	\$ 0.05	\$ 36.47
	May 1, 2023	\$ 22.72	\$ 2.27	\$ 3.90	\$ 0.60	\$ 1.05	\$ 6.81	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 38.05	3%	\$ 0.15	\$ 0.05	\$ 38.10
	May 1, 2024	\$ 23.62	\$ 2.36	\$ 4.05	\$ 0.60	\$ 1.15	\$ 6.91	\$ 0.15	\$ 0.10	\$ 0.25	\$ 0.20	\$ 39.39	3%	\$ 0.15	\$ 0.05	\$ 39.44

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

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

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

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

First Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)
Fifty (50%) Percent

Second Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)
Sixty (60%) Percent

Third Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)
Seventy-Five (75%) Percent

Fourth Term Apprentices

One Thousand Eight Hundred Hours (1800 hours)
Ninety (90%) Percent

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

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

SCHEDULE "B"

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

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

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

ARTICLE 3 -

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

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

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

3.03 At the end of each month the Pieceworker/Subcontractor shall prepare a schedule noting the name and address of any employees who worked with them in that month, including their Union Membership Number and the number of hours worked by the employee. The schedule must list the project and lot number on which work was performed, and the Union Invoice Number(s) pertaining to such work. This schedule must be signed or initialed by the Pieceworker/Subcontractor and their employee. The Pieceworker/Subcontractor shall provide the Schedule to the Union along with the pink copy of their

invoice. It is understood that the schedule shall be used by the Union to allocate pension and benefit contributions to the workers listed on the invoice. Where no schedule is provided to the Union, the presumption shall be that all persons listed on the invoice worked equally in performing the work listed on the invoices.

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

ARTICLE 4 -

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

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

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

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

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

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

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

4.08

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

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

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

4.09 Travel

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

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

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

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

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

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

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

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

RATE AS OF	PERCENTAGE (%)
May 1 st , 2004	10%
July 1 st , 2004	12%
May 1 st , 2005	14%
May 1 st , 2006	15%
November 1 st , 2006	17%
May 1 st , 2009	18%
January 1 st , 2011	18 ¼%
May 1 st , 2011	18 ¾%
May 1 st , 2012	19 ¾%
June 28 th , 2013	19 ¾%
May 1 st , 2014	19 ¾%
May 1 st , 2015	19 ¾%
May 16 th , 2016	20.25%

May 1 st , 2017	20.75%
May 1 st , 2018	20.75%

Subcontractor/Piecework Rates (Low Rise)

		2022	2023	2024
		01-May-22	01-May-23	01-May-24
1	Wire & Scratch	0.75	0.80	0.90
2	Poly	0.10	0.10	0.10
3	Wire Lath and Mortar up to ¾ with poly	1.70	1.75	1.80
4	Uncoupling Membrane (i.e. Ditra)	0.75	0.80	0.90
5	Plywood & Fiberboard (per sq. ft)	0.50	0.53	0.55
6	Shower Floor Drypack with proper slope to drain	4.10	4.30	4.50
7	Shower Floor Mosaic Tile 1"x2", 2"x2"	3.00	3.25	3.50
8	Shower Marble Jam Set (4 piece) per LF	2.00	2.25	2.50
9	Shower Marble Jam Set (Open shower) per LF	4.20	4.30	4.50
10	Shower Seats (Stone Slab)	55.00	55.00	60.00
11	Tile Shampoo Niche up to 24"X24"	55.00	55.00	60.00
12	Wall or Floor Tile up to 14"x14" non-rectified	2.60	2.75	2.90
13	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" non-rectified	TBN	TBN	TBN
14	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" non-rectified	3.00	3.25	3.50
15	Wall or Floor Tile above 14"x14" to 20"x20" include 12"x24" non-rectified	2.75	2.90	3.20
16	Wall or Floor Tile above 20"x20" to 23"x23" non-rectified	3.25	3.35	3.45
17	Wall or Floor Tile 23"x23" to 30"x30" non-rectified	3.75	3.85	3.95
18	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" rectified	TBN	TBN	TBN
19	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" rectified	3.50	3.60	4.00
20	Wall or Floor Tile up to 14"X14" rectified	3.35	3.45	3.55
21	Wall or Floor Tile over 14"X14" up to 20"X20" include 12"x24" rectified	3.80	3.95	4.20
22	Wall or Floor Tile over 20"X20" up to 23"X23" rectified	4.35	4.40	4.50
23	Wall or Floor Tile over 23"X23" up to 30"X30" rectified	5.15	5.20	5.30
24	Wall or Floor Tile over 30"X30" up to 36"X36" rectified	TBN	TBN	TBN

25	Wall or Floor Tile 24"x48" rectified	TBN	TBN	TBN
26	Wall or Floor Tile over 36"X36" up to 48"X48" rectified	TBN	TBN	TBN
27	Wall or Floor Tile 30" x 60" rectified	TBN	TBN	TBN
28	Marble/Granite/Limestone 8"x8" up to 18"x18"	5.70	5.80	5.90
29	Slate	3.90	4.00	4.10
30	Wall or Floor Glass Tile AND Mosaic and Glass and Marble	6.00	6.00	6.50
31	Wall or Floor Mosaic Tile 1"x1", 1"x2", 1"x3", 2"x2", 3"x3" - on Mesh	TBN	TBN	TBN
32	Step, Skirt, Deck, Wall/splash up to 24" Premium with corresponding tile - see Note 4	1.00	1.00	1.00
33	Kitchen backsplash (standard) per sq. ft.	6.25	6.50	6.75
34	Kitchen backsplash (Granite, Marble, Limestone, Glass Mosaic) per sq. ft.	10.25	10.50	10.75
35	Octagon/Tozzetto, Diagonal, Brickjoint, and Ornamental Shape premium when used through out floor area	0.60	0.60	0.65
36	Tiles installed on Ceiling - Premium up to 9 foot ceiling	1.00	1.00	1.00
37	Tile Installed on Ceiling - Premium above 9 foot ceiling	2.00	2.00	2.00
38	Herringbone, Chevron, Arabesque Shape premium when used through out floor area	1.00	1.00	1.00
39	Baseboard per LF for any tile	1.60	1.70	1.80
40	Baseboard cut with wet saw per LF for any tile	2.95	3.05	3.15
41	Gauged Porcelain Tile Panels	TBN	TBN	TBN
42	Fireplaces	TBN	TBN	TBN
43	Custom Homes/Custom Work	TBN	TBN	TBN
44	Subcontractor/Pieceworker Hourly Rate	47.00	49.00	51.00
45	Benefits Contributions	20.75%	20.75%	20.75%

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

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

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

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

Subcontractor/Piecework Rates (High Rise)

		2022	2023	2024
		01-May-22	01-May-23	01-May-24
1	Wire & Scratch	0.75	0.80	0.90
2	Poly	0.10	0.10	0.10
3	Wire Lath and Mortar up to ¾ with poly	1.60	1.65	1.70
4	Mortar above ¾" up to 2.5" with skim coat, above 2.5" to be TBN	2.00	2.00	2.00
5	Uncoupling Membrane (i.e. Ditra)	0.70	0.80	0.90
6	Plywood & Fiberboard (per sq. ft)	0.50	0.53	0.55
7	Shower Floor Drypack with proper slope to drain	4.00	4.16	4.30
8	Shower Floor Mosaic Tile 1"x2", 2"x2"	2.80	3.00	3.10
9	Shower Marble Jam Set (4 piece) per LF	2.00	2.08	2.14
10	Shower Marble Jam Set (Open shower) per LF	4.20	4.30	4.50
11	Shower Seats (Stone Slab)	55.00	55.00	60.00
12	Tile Shampoo Niche up to 24"X24"	55.00	55.00	60.00
13	Wall or Floor Tile up to 14"x14" non-rectified	2.40	2.55	2.75
14	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" non-rectified	TBN	TBN	TBN
15	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" non-rectified	2.60	2.60	2.90
16	Wall or Floor Tile above 14"x14" to 20"x20" include 12"x24" non-rectified	2.65	2.75	2.90
17	Wall or Floor Tile above 20"x20" to 23"x23" non-rectified	3.15	3.20	3.40
18	Wall or Floor Tile 23"x23" to 30"x30" non-rectified	3.65	3.70	3.80
19	Wall Tile 2"x8", 2"x24", 2"x20" and 3"x12" rectified	TBN	TBN	TBN
20	Wall Tile 3"x6", 4"x8", 4"x12", 4"x16" rectified	3.30	3.40	3.65
21	Wall or Floor Tile up to 14"X14" rectified	3.25	3.35	3.45
22	Wall or Floor Tile over 14"X14" up to 20"X20" include 12"x24" rectified	3.50	3.65	3.95
23	Wall or Floor Tile over 20"X20" up to 23"X23" rectified	3.75	3.85	4.00
24	Wall or Floor Tile over 23"X23" up to 30"X30" rectified	4.25	4.35	4.60

25	Wall or Floor Tile over 30"X30" up to 36"X36" rectified	TBN	TBN	TBN
26	Wall or Floor Tile 24"x48" rectified	TBN	TBN	TBN
27	Wall or Floor over 36"X36" up to 48"X48" rectified	TBN	TBN	TBN
28	Wall or Floor Tile 30" x 60" rectified	TBN	TBN	TBN
29	Marble/Granite/Limestone 8"x8" up to 18"x18"	5.45	5.55	5.65
30	Slate	3.85	3.95	4.05
31	Wall or Floor Glass Tile AND Mosaic and Glass and Marble	5.30	5.55	6.00
32	Wall or Floor Mosaic Tile 1"x1", 1"x2", 1"x3", 2"x2", 3"x3" - on Mesh	TBN	TBN	TBN
33	Step, Skirt, Deck, Wall/splash up to 24" premium with corresponding tile - see Note 4	1.00	1.00	1.00
34	Kitchen backsplash (standard) per sq. ft.	4.35	4.60	4.85
35	Kitchen backsplash (Granite, Marble, Limestone, Glass Mosaic) per sq. ft.	6.40	6.70	7.10
36	Octagon/Tozzetto, Diagonal, Brickjoint, and Ornamental Shape premium when used through out floor area	0.60	0.60	0.65
37	Tiles installed on Ceiling - Premium up to 9 foot ceiling	1.00	1.00	1.00
38	Tile Installed on Ceiling - Premium above 9 foot ceiling	2.00	2.00	2.00
39	Herringbone, Chevron, Arabesque Shape premium when used through out floor area	1.00	1.00	1.00
40	Baseboard per LF	1.60	1.65	1.70
41	Baseboard cut with wet saw per LF	2.85	2.90	3.00
42	Large Gauged Porcelain Slab	TBN	TBN	TBN
43	Fireplaces	TBN	TBN	TBN
44	Custom Homes/Custom Work	TBN	TBN	TBN
45	Subcontractor/Pieceworker Hourly Rate	46.50	48.50	50.50
46	Benefits Contributions	20.75%	20.75%	20.75%

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

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

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

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

SCHEDULE "C"

1. **"The Roads Agreement,"** being a Collective Agreement between the Metropolitan Toronto Builders' Association and A. Council of Trade Unions, acting as the representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.
2. **"The Sewer and Watermain Agreement,"** being a Collective Agreement between the Greater Toronto Sewer and Watermain Contractors' Association and a Council of Trade Unions acting as representative and agent of Teamsters' Union Local 230 and Labourers' International Union of North America, Local 183.
3. **"The Forming Agreement,"** being a Collective Agreement between the Ontario Formwork Association and the Formwork Council of Ontario.
4. **"The Apartment Builders Agreement,"** being a Collective Agreement between Metropolitan Toronto Apartment Builders' Association Labourers' International Union of North America, Local 183.
5. **"The Carpentry and Framing Agreement,"** being a Collective Agreement between the Residential Framing Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.
6. **"The Concrete and Drain Agreement,"** being a Collective Agreement between the Concrete and Drain Contractors' Association and Labourers' International Union of North America, Local 183.
7. **"The House Basements Agreement,"** being a Collective Agreement between the Residential Low-Rise Forming Contractors' Association of Metropolitan Toronto and Vicinity Inc. and Labourers' International Union of North America, Local 183.
8. **"The Utilities Agreement,"** being a Collective Agreement between the Utility Contractors' Association of Ontario and Labourers' International Union, Ontario Provincial District Council and its affiliated Local Unions.
9. **"The House Builders Agreements,"** being Collective Agreements between the Union and each of the Toronto Residential Construction Labour Bureau and the Durham Residential Construction Labour Bureau.
10. **"The Bricklayers' Agreement,"** being a Collective Agreement between Bricklayers' Masons Independent Union of Canada, Local 1 and the Masonry Contractors' Association of Toronto Inc., or the Collective Agreement between Labourers' International Union of North America, Local 183 and various independent masonry contractors.
11. **"The High Rise Trim Agreement,"** being a Collective Agreement between Labourers' International Union of North America, Local 183 and the Residential Carpentry Contractors' Association of Greater Toronto.
12. **"The Low Rise Trim Agreement,"** being a Collective Agreement between various independent low rise trim contractors and Labourers' International Union of North America, Local 183.
13. **"The Residential Roofing Agreement,"** being a Collective Agreement between certain independent roofing companies and Labourers' International Union of North America, Local 183.

14. **"The Heavy Engineering Agreement,"** being a Collective Agreement between the Heavy Construction Association of Toronto and Labourers' International Union of North America, Local 183.
15. **"The Landscaping Agreement,"** being a Collective Agreement between certain landscaping contractors in the Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers' International Union of North America, Local 183.
16. **"The Building Restoration and Associated Work Agreement,"** being a Collective Agreement between certain contractors in Ontario Labour Relations Board Area Nos. 8 and 18 and Labourers' International Union of North America, Local 183.
17. **"The Residential Plumbing Agreement,"** being a Collective Agreement between certain residential plumbing companies and Labourers' International Union of North America, Local 183.
18. **"The Fencing Agreement,"** being a Collective Agreement between various independent fencing contractors and Labourers' International Union of North America, Local 183.

SCHEDULE "D"

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

-and-

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

PARTICIPATION AGREEMENT

Between:

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

-and-

Pieceworker / Subcontractor Entity

-and-

Crew Leader/Owner(s)

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

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

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

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

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. The Piecemaker/Subcontractor states that they are a member of the Union in good standing and that they recognize the Union as their exclusive bargaining agent, and further voluntarily recognize the Union as the bargaining agent for any helpers or employees that they have, or which they may have in the future, in the residential sector of the construction industry working in and out of OLRB Geographic Areas 8, 9, and 18.
2. The undersigned Piecemaker/Subcontractor acknowledges he/she is bound by said Collective Agreement and agrees to employ only persons who are members of the Union in good standing;
3. If a person works for the Piecemaker/Subcontractor without obtaining and presenting the required clearance slip as set out in Article 4.01, then the Piecemaker/Subcontractor shall be required to pay liquidated damages to the Union in a sum equal to the gross wages paid to such employees prior to his obtaining and presenting such clearance slip;
4. The Piecemaker/Subcontractor further agrees to pay wages in accordance with Article 6 and 12 at the rates set out in Schedule "A" of the Collective Agreement to any hourly rated employees or helpers he/she may employ ;
5. The Piecemaker/Subcontractor agrees in the event that he/she performs work directly for an entity not bound by and/or applying the terms of this or a similar Collective Agreement, the Piecemaker/Subcontractor must pay and remit to the Union in trust on behalf of themselves at the Tile Setter rate, and on behalf of all employees/helpers the amounts set out in Article 3, and 19 and specified in Schedule A of the Collective Agreement with respect to each and every hour worked;
6. The Piecemaker/Subcontractor further agrees that any allegations that the Piecemaker/Subcontractor has failed to compensate members of his/her crew in accordance with the Collective Agreement or violated the Collective Agreement in any respect may be grieved and referred to arbitration as provided for in the Collective Agreement, and the Piecemaker/Subcontractor and the Union agree to be bound by the arbitrator's determination for all purposes, including enforcement as provided for in the *Labour Relations Act*;
7. The Piecemaker/Subcontractor further agrees that the Piecemaker/Subcontractor is bound by all terms and conditions of the Collective Agreement, but prior to carrying on business as a Prime or Main Contractor he/she will register this intention with the Union in writing. If the Piecemaker/Subcontractor fails to so register, in addition to any other damages or liabilities, the Union will have the right to and may require the Piecemaker/Subcontractor to post a bond or irrevocable letter of credit with the Union the amount of Ten Thousand Dollars (\$10,000.00), or such lesser amount as the Union may require;
8. The Piecemaker/Subcontractor shall, on five (5) days written notice from the Union, produce to the Union all payroll records, including time cards for hourly paid employees/helpers, and shall submit all records to an audit, at the request of the Union in order to enable the Union, to monitor and ensure the proper application of the Collective Agreement;
9. The Piecemaker/Subcontractor consents to the disclosure of and/or use by the Union of his/her Book Number and/or other Personal Information, and further agrees that, as a condition of employment he/she shall obtain consent from all employee(s) to use their Book Number and/or Personal Information, required to enable the purposes of this Participation Agreement, the Collective Agreement and the Administration of the Union; and
10. The Piecemaker/Subcontractor herein further agrees to regularly provide updated Business Registration information on file with the Union and/or upon the Union's request.

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

For the Union:

Janusz Argasinski

Witness:

**For the Pieceworker/
Subcontractor:**

Signature

Signature

Print Name

Print Name

Signature

Print Name

PLEASE PRINT CLEARLY

New Agreement	<input type="checkbox"/>	Company Code:
Renewal	<input type="checkbox"/>	
Related/Successor Agreement	<input type="checkbox"/>	
Company Name:		
Address:		
City:	Province:	Postal Code:
Tel:	Fax:	
Email:		

SCHEDULE "E"



Tile Sector Deficiency Notice

Date

Prepared by Company / Main Contractor

Subcontractor / Pieceworker

Builder

Location Lot Number

Service Required

Explanation of Deficiency

Estimate of Repair/Correction of Deficiency

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

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

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

<p>Deficiency Notice delivered by Company to Subcontractor / Pieceworker by</p> <p><input type="checkbox"/> TEXT; <input type="checkbox"/> EMAIL; <input type="checkbox"/> REGISTERED MAIL (signature not required)</p> <p style="text-align: center;">or:</p> <p><input type="checkbox"/> HAND-DELIVERED (signature required);</p> <p>(Month / Day / Year) <input type="text"/></p> <p>Date <input type="text"/> Signature of Subcontractor/Pieceworker (**signature only required if Hand-Delivered)</p>	<p>A copy of this notice was emailed by the Company to the Union at RTCAdeficiencies@liuna183.ca on:</p> <p>(Month / Day / Year) <input type="text"/></p> <p>Date <input type="text"/> Signature of Company/Main Contractor</p>
--	---

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

1263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunelocal183.ca

2016.2022

SCHEDULE "F"



**Tile Sector
Home Occupied Deficiency Notice**

Date

Prepared by Company / Main Contractor

Subcontractor / Pieceworker

Builder

Location Lot Number

Service Required

Explanation of Deficiency

Estimate of Repair/Correction of Deficiency

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

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

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

<p>Deficiency Notice delivered by Company to Subcontractor/ Pieceworker by</p> <p><input type="checkbox"/> TEXT; <input type="checkbox"/> EMAIL; <input type="checkbox"/> REGISTERED MAIL (signature not required)</p> <p style="text-align: center;">or:</p> <p><input type="checkbox"/> HAND-DELIVERED (signature required);</p> <p>[Month / Day / Year]</p> <p>Date <input type="text"/> Signature of Subcontractor/Pieceworker [***signature only required if Hand-Delivered]</p>	<p>A copy of this notice was emailed by the Company to the Union at RTCADeficiencies@liuna183.ca on:</p> <p>[Month / Day / Year]</p> <p>Date <input type="text"/> Signature of Company/Main Contractor</p>
---	--

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

2263 Wilson Avenue, Suite 200, Toronto, Ontario M3M 3G3 | T 416.241.1183 | Toll Free 1.877.834.1183 | F 416.241.9845 | www.liunalocal183.ca

2016.2022

SCHEDULE "G"



LIUNA! LOCAL 183

Feel the Power

Title Sector: Notice of Job Sites

As per Letter of Understanding No. 1 Section IV

General Information

Date: _____
Tile 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: _____

Rev. 10/13

LETTER OF UNDERSTANDING NO. 1

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

(the "Union")

Expedited Arbitration

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

I. Arbitrator

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

II. Expedited Arbitration Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. Notification of Job Sites

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

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

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

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

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

ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION



Adriano Tari



J.D. Pacione



Jim DeAngelis



Nick Terlizzi




Anthony Marano



Ross Savatelli

ON BEHALF OF:
LIUNA, LOCAL 183



Jack Oliveira



Luis Camara



Janusz Argasinski

LETTER OF UNDERSTANDING NO. 2

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

(the "Union")

The measures set out below are currently in effect:

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


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

ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION

ON BEHALF OF:
LIUNA, LOCAL 183



Adriano Tari



Jack Oliveira



J.D. Pacione



Luis Camara



Jim DeAngelis




Janusz Argasinski



Nick Terlizzi



Anthony Marano



Ross Savatti

LETTER OF UNDERSTANDING NO. 3

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

(the "Union")

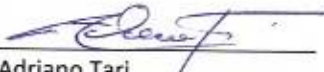
RE: Slab Work


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

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


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


ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION



Adriano Tari


J.D. Pacione

ON BEHALF OF:
LIUNA, LOCAL 183


Jack Oliveira


Luis Camara



Jim DeAngelis



Janusz Argasinski



Nick Terlizzi



Anthony Marano



Ross Savatti

LETTER OF UNDERSTANDING NO. 4

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

(the "Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

(the "Union")

RE: Late Remittances


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

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

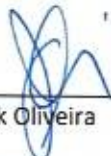
2. Where the late remittance is triggered as set out in Article 1, the following shall apply thereafter for the duration of the Collective Agreement in question:
 - (a) In the event that the remittances are received after the due date, the party failing to make the remittance shall pay liquidated damages to the other party at the rate of two (2%) percent per month or a fraction thereof (being the equivalent of twenty-four (24%) percent per annum calculated monthly and not in advance) on the gross amount overdue.
 - (b) Such late payments received will be applied first to arrears of remittances already owing.
 - (c) The delinquent party shall compensate the other party in full for all costs associated with the collection of such overdue payments, including any reasonable legal or reasonable accountant fees incurred and the cost of any arbitration hearing.


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

ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION


Adriano Tari

ON BEHALF OF:
LIUNA, LOCAL 183


Jack Oliveira



J.D. Padone



Luis Camara



Jim DeAngelis



Janusz Argasinski



Nick Terlizzi



Anthony Marano



Ross Savatti

LETTER OF UNDERSTANDING NO. 5

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

("the Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

("the Union")

Re: Interest Arbitration


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

1. The terms of the new Collective Agreement shall be settled by a single arbitrator who is to mutually agreed upon by the parties or, failing agreement, to be appointed by the Ministry of Labour.
2. The terms of the new Collective Agreement shall consist of the terms of the expired Collective Agreement as modified by any items agreed to by the Parties, with the arbitrator's jurisdiction to impose additional items being limited to wages and benefits.
3. It is further agreed that in settling any new terms and conditions with respect to wages and benefits the arbitrator shall be bound to consider the following factors:
 - (a) Prevailing wage rates and economic conditions;
 - (b) The degree to which the Tile and Terrazzo industry has been unionized by the Union, with a higher level of unionization supporting higher wages and benefits and a lower degree of unionization supporting lesser wages and benefits;
 - (c) The existence of any subcontracting clause between the Toronto Residential Construction Labour Bureau and the Union with existence of such a clause supporting a higher level of wages and benefits and the failure to obtain such a clause indicating a lower set of wages and benefits;
 - (d) The contractor's ability to pay; and
 - (e) What constitutes a fair and reasonable set of wages and benefits for the employees.
4. Either party may refer the matter to final and binding arbitration on or after 12:01 a.m. June 15th, 2025 by advising the other Party in writing sent by facsimile transmission, or by hand delivery. The parties agree that there shall be no commencement or continuation of any strike or lockout once the Settlement of the Collective Agreement has been referred to arbitration as provided for herein.

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

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

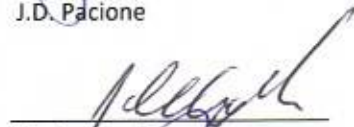
ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION



Adriano Tari



J.D. Pacione



Jim DeAngelis



Nick Terlizzi



Anthony Marano




Ross Savatti



ANTHONY MARANO

ON BEHALF OF:
LIUNA, LOCAL 183



Jack Oliveira



Luis Camara



Janusz Argasinski

LETTER OF UNDERSTANDING NO. 6

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

("the Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

("the Union")


RE: New Materials

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


1. Within thirty (30) days of the ratification of the Agreement the parties shall establish a Committee of three (3) representatives of the Union and three (3) representatives of the RTCA ("the Committee").
2. Upon a written request from either party, the Committee shall meet within four (4) weeks to discuss any identified product or material to determine whether the work should be performed on an hourly basis or by piecework, and if by piecework the applicable rate. If the parties cannot reach an agreement within thirty (30) days they shall hold a test study at the Local 183 Training Centre where they will examine three (3) representative crews agreeable to both parties installing product to evaluate the time spent and difficulty of the work, and to establish a rate.
3. If the parties have not reached an agreement within ninety (90) days of the notice set out in paragraph 2, either party may refer any issues in dispute to arbitration, and the Arbitrator shall determine the applicable piecework rate.
4. The rate agreed to by the parties or determined by the arbitrator shall be effective on May 1st following the notice under paragraph 2 or four (4) months whichever is greater.
5. The Union and/or the Training Centre shall cover all costs associated with the test studies.


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

ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION


Adriano Tari

ON BEHALF OF:
LIUNA, LOCAL 183

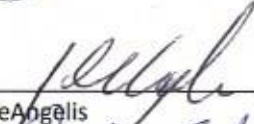

Jack Oliveira



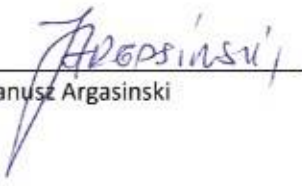
J.D. Pacione



Luis Camara



Jim DeAngelis



Janusz Argasinski



Nick Terlizzi



Anthony Marano



Ross Savatti

LETTER OF UNDERSTANDING NO. 7

Between:

RESIDENTIAL TILE CONTRACTORS' ASSOCIATION

("the Association")

-and-

LABOURERS' INTERNATIONAL UNION OF NORTH AMERICA,
LOCAL 183

("the Union")

RE: Water

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

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

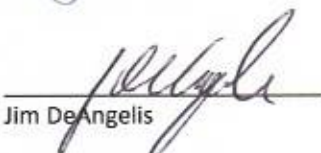
ON BEHALF OF:
THE RESIDENTIAL TILE CONTRACTORS'
ASSOCIATION



Adriano Tari



J.D. Pacione



Jim DeAngelis


ON BEHALF OF:
LIUNA, LOCAL 183



Jack Oliveira



Luis Camara



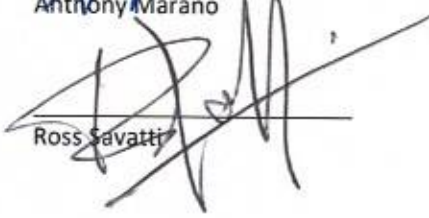
Janusz Argasinski



Nick Terlizza



Anthony Marano



Ross Savatti

ACKNOWLEDGEMENT

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

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

**Mohanram (Omish) Seerattan
Nuno Silva**