



COLLECTIVE AGREEMENT

Between
ASCO CONSTRUCTION

and
CLAC

DURATION: February 1, 2021 - January 31, 2024

COLLECTIVE AGREEMENT

Between

**ASCO CONSTRUCTION LTD AND
ASCO CONSTRUCTION TORONTO LTD
(hereinafter referred to as "the Employer")**

and

**CHRISTIAN LABOUR ASSOCIATION OF CANADA
(hereinafter referred to as "the Union")**

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ARTICLE 1 - PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Employer, the Union and the employees, to provide measures for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement.
- 1.02 The parties recognize that where various legislation overrides the provisions contained herein, such legislation shall prevail. This shall include, but not be limited to such statutes as the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Workplace Safety & Insurance Act* and the *Occupational Health and Safety Act*.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The parties acknowledge that the legal name of the Employer is ASCO Construction Ltd and ASCO Construction Toronto Ltd, hereinafter referred to as the Employer, and in this respect, the Employer recognizes the Union as the exclusive bargaining agent for all carpenters, carpenters' apprentices, and construction labourers in the employ of the Employer in all sectors of the construction industry in the Province of Ontario save and except non-working foremen, persons above the rank of non-working foreman and sales, office, health & safety and all other salaried staff.

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2.02 There shall be no revision, amendment or alteration of the bargaining unit as defined herein, or of any of the terms and provisions of this Agreement, except by mutual agreement, in writing, of the parties. Without limiting the generality of the foregoing, no classification may be removed from or added to the bargaining unit except by mutual agreement, in writing, of the parties. Failure to agree to any revision, amendment or alteration of the bargaining unit or the removal from or addition to any bargaining unit classification shall not constitute a grievance, nor be submitted to arbitration.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 Provided such actions are consistent with the further terms of this Collective Agreement, the Union recognizes and acknowledges that the Employer's exclusive rights include but are not limited to the following:

- a. The right to maintain order, discipline and efficiency; to make, alter and enforce rules and regulations and policies and practices to be adhered to by its employees including the right to continue to develop, administer, maintain and enforce the provisions of the Employer's Employee Manual provided such provisions are not inconsistent with any of the provisions of this Agreement;
- b. The right to select, hire and direct the workforce and employees; to transfer, assign, promote, demote, classify, layoff, recall, suspend and discharge employees; to select and retain employees for positions excluded from the bargaining unit;

- c. The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities, the right to determine the kind and location of business to be done by the Employer, the direction of the working forces, the scheduling of work, the number of shifts, the methods, processes and means by which work is to be performed, job content, quality and quantity standards, the right to use improved methods, machinery and equipment, the right to determine the number of employees needed by the Employer at any time and generally, the right to manage the business of the Employer, and to plan, direct and control the operations of the Employer, including the workforce, without interference.

3.02 The Employer may subcontract out work where:

- a. the Employer does not possess the necessary facilities or equipment,
- b. the Employer does not have and/or cannot acquire the required manpower,
- c. the Employer cannot perform the work in a manner that is competitive in terms of cost, quality and within projected time limits.

Work normally performed by members of the bargaining unit will not be subcontracted out if employees qualified to do the work are on layoff, or if employees qualified to do the work must be laid off, transferred, demoted or discharged as the result of the subcontracting out of work.

3.03 The Employer shall have the right to hire part-time summer or co-op students at any given time during the year to obtain

experience in working as a labourer or carpenter. The part-time student shall be paid no more than the Labourer I or Carpenter Apprentice Level 1 rates. These part-time students will not receive any benefits, including pension, and shall not be subject to union dues. The Employer shall not a hire part-time student to replace any existing full time union employees and the part-time student shall not be hired for a period of more than three (3) months at a time.

ARTICLE 4 - UNION REPRESENTATION

4.01 For the purpose of representation with the Employer, the Union shall function and be recognized as follows:

- a. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards will not absent themselves from their work to deal with grievances without first obtaining permission from the Employer. Permission will not be withheld unreasonably. Stewards that are absent from work to attend a disciplinary meeting shall receive their regular hourly rate for all time spent attending to such matters. At no time shall the time spent dealing with grievances or disciplinary meeting be included in the calculation of overtime.
- b. Bargaining committee members shall be recognized as having authority to participate in the negotiations for a Collective Agreement and any renewals thereof. Bargaining committee members shall be granted paid leave from their scheduled work to participate in negotiations. At no time shall the time spent dealing negotiations of a Collective Agreement be included in the calculation of overtime. The

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number of bargaining committee members shall be limited to a maximum of two (2) workers.

- c. Union Representatives are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights as well as any rights under this Agreement and under the law.

4.02 The Union agrees to notify the Employer in writing of the names of its stewards and the effective dates of their appointments. The Employer shall not be required to recognize a steward until written notice is received from the Union. The Employer shall pay the designated trained Union steward seventy-five cents (\$0.75) per hour in addition to the regular hourly rate. It is understood that stewards may require additional time to properly fulfill their role as a steward. Stewards will use reasonable discretion in using this time.

4.03 The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union and the employees. A Union Representative may attend such meetings.

4.04 Union Representatives shall have the right to periodically visit job sites. Union activity involving meeting with employees shall occur during morning or afternoon breaks, during lunch breaks or outside of normal works hours, without disrupting productivity and without unreasonable intrusion into the Employer or its clients' premises. The Union's Representative shall report to the site superintendent, or foreman upon arriving at a worksite, and shall abide by all necessary protocol

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as determined by the general contractor, the Employer, or the client.

- 4.05 There shall be a maximum of one (1) steward in each zone where there is an active construction project and more than two (2) employees, inclusive of the steward.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that during the term of this Agreement, or while negotiations for a renewal or further agreement are being held, neither the Union, its members or any employee shall permit, take part in or cause or encourage any strike, picketing, slowdown or any stoppage or suspension of, or interference with work, or production, which shall in any way affect the operations of the Employer, nor shall there be any sympathy strikes, or secondary strikes and boycotts.

5.02 The Employer agrees that during the term of this Agreement, or while negotiations for a renewal Agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work or deliberately send employees home when this is not warranted by the workload.

ARTICLE 6 - EMPLOYMENT POLICY AND UNION MEMBERSHIP

6.01 The Union and the Employer will cooperate in maintaining a desirable and competent labour force. The Employer will notify the Union of staffing requirements giving as much prior notice as possible. The Union will provide a list of manpower

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available. The Employer at its discretion may hire employees so listed or from other sources.

6.02 The Employer has the right to hire new employees as needed, provided that no employee is laid off as a result of the hiring, and provided that there are no employee(s) who have been laid off that are eligible for recall in accordance with Article 12.

6.03 New employees will serve a three-month probationary period, commencing from date of hire. During the probationary period, the following shall apply:

a. Regular union dues and fees are to be deducted and remitted from the first day of employment.

b. Notwithstanding the provisions of Article 3.01b., which the parties agree will not apply to an employee who has not completed his probationary period, an employee may be discharged or laid-off during the employee's probationary period, at the discretion of the Employer, and such discharge or layoff shall not become the subject of a grievance.

c. Vacation pay, regardless of which classification an employee is hired into, shall be ten percent (10%) of earnings.

d. The Employer shall not be required to make any Benefits Plan or Pension Plan contributions during the probationary period.

e. Any benefits noted in this agreement will not be made available to the employee until the probationary period has lapsed. However, health benefits will become active only after the lump sum payment has been received and

processed by the CLAC benefit department in the following month.

ARTICLE 7 - CHECKOFF AND UNION MEMBERSHIP

- 7.01 Neither the Employer nor the Union will compel employees to become members of the Union. The Employer will not discriminate against employees because of Union membership or lack thereof, and it will inform all new employees of the contractual relationship with the Union. All new employees shall be referred by the Employer to a Union Steward or a Union Representative in order to give the Union an opportunity to describe the Union, its purpose, representation policies, and any other information relevant to such new employees.
- 7.02 Should a client of the Employer require that an employee be a Union member in good standing in order to work at the client's premises, the Employer shall inform the Union. If an employee chooses not to be a member of the Union, it is understood that the employee has disqualified himself from working at such locations and may be laid off if no other suitable work is available for him.
- 7.03 The Employer shall deduct from each pay of all employees covered by this Agreement, an amount of money equal to union dues, and shall remit the same monthly to the Union office, not later than the 15th of the month following the month in which such dues are deducted. All other contributions, deductions or payments prescribed by this Agreement shall be remitted together with this monthly due remittance.
- 7.04 The Union shall hold harmless, and agrees to indemnify the Employer, its successors, administrators and assigns against

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any liability incurred by each of them by reason of having made any deductions, remittances, or payments required by this Agreement.

7.05 The Employer shall remit dues on a form prescribed by the Union and shall include on such remittance the following information for each employee:

- a. first name, middle name and last name;
- b. Social Insurance Number;
- c. date of birth;
- d. rate of hourly pay;
- e. any hourly premium;
- f. gross earnings;
- g. total regular and overtime hours worked in the period for which such deductions are made (If an employee earned 1.5x or 2x overtime premiums, these hours shall be recorded separately);
- h. dues and fees deducted on behalf of the employee as prescribed by the Union; and,
- i. contributions to Union funds on behalf of the employee and deductions from an employee toward Union funds as prescribed by this Agreement.

7.06 When the Employer hires new employees, who are not members of the Union, the Employer shall also include on the next remittance, the following information of the employee involved:

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- a. contact information, including home phone, cellphone, email and mailing address;
 - b. Social Insurance Number;
 - c. date of birth;
 - d. date of hire;
 - e. employment classification.
- 7.07 Employees who cannot support the Union because of a conscientious objection as determined by the Union's internal guidelines may apply to the Union in writing.
- 7.08 All employees of ASCO Construction will provide and maintain a valid email address to receive correspondence from the Employer. Employees will notify the Employer and the Union of any change in email address to maintain receipt of current information.

ARTICLE 8 - WAGES AND RATES OF PAY

- 8.01 Wage rate schedules applicable to various job classifications are as set forth on Schedule "A" attached hereto and made part hereof. The wages shall apply to all work performed by the employees.
- a. The Zone 1 wage schedule shall be apply for all work in the following OLRB Board Areas:
 - i. 5, 8, Southern portion of 21, 22, 23, 24, 25, 26, part of 27 up to and including Barrie
 - b. The Zone 2 wage schedule shall be apply for all work in the following OLRB Board Areas:

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- i. 1, 2, 9, 13, 15, 17, 18, 19, 20, 27 north of Barrie, 28, 29, 30, 32
 - c. The Zone 3 wage schedule shall be apply for all work in the following OLRB Board Areas:
 - i. 3, 4, 6, 7, 10, 11, 12, 14, area east in Cumberland in 15, 16, the remainder of 21 not included in Zone 1, 31
- 8.02 Wages shall be paid weekly by direct deposit and shall be accompanied by a separate statement identifying both the Employer and employee, outlining regular hours worked, the hourly rate, overtime hours worked, the total earnings, the amount of each deduction and net earnings.
- 8.03 In the event that a new classification(s) is established by the Employer during the term of this Agreement, the wage rate applicable for such newly established classification(s) shall be subject to negotiations between the Employer and the Union. Should the Employer and the Union fail to successfully negotiate such wage rate, the parties agree that the sole issue of the establishment of such wage rate may be submitted to arbitration in accordance with Article 23 - Arbitration of this Agreement.

ARTICLE 9 - HOURS OF WORK, OVERTIME, ON CALL WORK, REST PERIODS AND SHIFT PREMIUM

- 9.01 The following sections and paragraphs are intended to define the normal hours of work, for the purpose of calculating overtime only and shall not be construed as a guarantee of hours of work per day or per week, or of days of work per week.

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9.02 A regular workweek shall consist of forty-four (44) hours, comprised of five (5) regular work days, Monday to Friday inclusive. The employee and Employer may jointly agree to amend the regular work day, subject to the requirements of each work site.

9.03 All work performed in excess of forty-four (44) hours in a work week, shall be paid at the rate of one and one-half times (1½x) the regular hourly rate of pay.

9.04 All work performed in excess of nine and one-half (9.5) hours in a workday, shall be paid at the rate of one and one-half times (1½x) the regular hourly rate of pay.

For job sites that are more than 100 km or 45 minutes travel time away from the Employer's place of business, the Employer may schedule the employees to work four (4) ten (10) hour workdays where the daily overtime threshold would not apply. All work performed in excess forty-four (44) hours in a work week will be paid as per 9.03 above.

9.05 Work shall not normally be performed on Sunday. However, if extraordinary circumstances necessitate work on Sunday, time worked shall be paid at the rate of two times (2x) the regular rate of pay.

9.06 There shall be two (2) paid coffee breaks of no more than fifteen (15) minutes on each shift. Employees shall be entitled to an additional paid coffee break if the work day exceeds eight and one half (8.5) hours per day. Employees shall take an unpaid lunch break of one-half (½) hour at the midpoint of their shift, or at such time during their work day which is convenient.

9.07 There shall be no pyramiding of daily and weekly overtime.

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- 9.08 An employee who reports to work in the usual manner without having been notified that there is no work available, or who is sent home because of a lack of work before he has worked two (2) hours shall receive a minimum of two (2) hours pay at his regular hourly wage rate. In the case of inclement weather, the employee shall contact his supervisor prior to the beginning of the work day, and if not, may not be eligible for the minimum hours.
- 9.09 Statutory holidays hours do not count towards the calculation of overtime.
- 9.10 All employees are responsible to provide their timesheet duly completed in a legible fashion to their supervisor for approval by end of day each Friday. Timesheets shall record the number of hours performed on each general task, by project, for each workday. Timesheets shall be recorded using the Employer's standard Timesheet form, or if the Employer requires otherwise, it shall be provided via a time tracking software to be installed on the employee's personal cell phone. The cost of the software only shall be paid by the Employer. For greater clarity, no compensation will be provided for the use of the employee's personal cell phone for this purpose.

ARTICLE 10 - VACATION AND VACATION PAY

- 10.01 All employees shall be entitled to receive an amount equal to ten percent (10%) of their total annual gross earnings in vacation pay and in lieu of statutory holiday pay. For tax purposes, vacation pay shall be taxed over the period of time during which it was earned.

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10.02 All Employees shall be entitled to Vacation pay according to the following schedule calculated on their gross annual earnings and in lieu of statutory holiday pay, vacation pay shall be taxed over the period of time which it was earned.

Period Worked	Vacation Pay
More than 3 months but less than 5 years	10%
5 to 10 years	11%
More than 10 years	12%

10.03 The Employer agrees to remit the vacation pay of each employee to the Union’s Employee Vacation Pay Trust Fund by not later than the 15th of the month following the month in which such vacation pay is earned. Vacation pay shall be remitted together with, and in the same manner as union dues, as described by Article 7.

10.04 The parties agree that vacation pay shall be deemed to include payment for Public Holidays as defined in the *Employment Standards Act, 2000 (ESA)* as amended from time to time, and that such manner of payment is equivalent to, or greater than any like benefit required by the ESA.

10.05 Vacation periods shall be arranged by mutual agreement between the Employer and the employee. Employees shall submit requests at least two (2) weeks in advance. The Employer shall grant vacation requests insofar as is practicable, having regard to the exigencies of the Employer’s business.

ARTICLE 11 - PUBLIC HOLIDAYS

11.01 The following days shall be recognized as Public Holidays:

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

- 11.02 Employees will receive Holiday Pay together with vacation pay, in accordance with Article 10.01.
- 11.03 An employee required to work on a day listed in Article 11.01 shall receive Holiday Premium Pay which shall be calculated as one and one-half times (1½x) the employee's regular hourly rate for all time worked. Such hours shall not be included when determining the total number of regular hours worked in a week.
- 11.04 Statutory holidays may be taken on a different day by mutual agreement between the employee and the Employer, subject to guidelines stipulated in the Employment Standards Act.

ARTICLE 12 - LAYOFF AND RECALL

- 12.01 Employee lists shall be maintained at all times by the Employer and shall be available to the Union for inspection to the extent reasonably necessary for the Union to confirm the status of an employee within its jurisdiction.
- 12.02 In the event of a layoff, the Employer shall give two (2) hours notice prior to layoff.
- 12.03 Recall/employment rights shall cease for an employee who:
- a. voluntarily quits the employ of the Employer,
 - b. is discharged and such discharge is not reversed through the Grievance Procedure,

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- c. fails to report on the first day following the expiration of a leave of absence,
- d. is laid off for a continuous period of more than six (6) consecutive months,
- e. is absent from work for two (2) full consecutive work days without notifying the Employer by telephone,
- f. fails to report to work within two (2) working days after being recalled, if unemployed, and within five (5) working days if employed elsewhere, after being recalled.

12.04 When a reduction of the workforce is necessary, probationary employees shall be laid off first. When further reductions are necessary, the Employer shall be guided by the following considerations (not necessarily in this order):

- a. The efficiency level of the employee;
- b. The productivity of the employee;
- c. The ability of the employee to perform the available work, determined by the employees' skills, abilities and qualifications;
- d. The willingness to travel of the employee and the area (zone) of work where the work is to be performed
- e. The length of service of the employee

12.05 Except in the cases of inclement weather conditions, shortage of materials or equipment failure, the Employer shall give two (2) hours notice of the need for a layoff or two (2) hours pay in lieu of notice. Notice may be given orally by the employee's supervisor.

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- 12.06 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled, or make arrangements acceptable to the Employer to return.
- 12.07 The recall of employees shall follow the same procedure and considerations used for the layoff of employees as set out above in Article 12.03. New employees shall not be hired while there are suitable employees who are fully capable of doing the work with recall rights still laid off.

ARTICLE 13 - CLAC HEALTH FUND

- 13.01 The Union warrants and represents that the Christian Labour Association of Canada Health Fund (“Benefit Plan”) is established for the benefit of the employees covered by this Agreement and further that such Benefit Plan is maintained and administered by the Union and supervised by a board of trustees.
- 13.02 The Employer agrees to pay to the Benefit Plan an amount as outlined under Schedule “A” for each hour worked by each employee covered under this Agreement.
- 13.03 The Employer and employees’ contribution to the Benefit Plan shall be recorded on a remittance form supplied by the Union. On these forms, the Employer will enter:
- a. name of employee;
 - b. total hours worked during the month for which remittance is made;
 - c. date of hire for new employees only;

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- d. Social Insurance Number for new employees only;
- e. date of termination;
- f. hourly rate of pay;
- g. amount of vacation pay forwarded;
- h. Employer contribution to the Union benefit and Pension Plan; and
- i. employees' LTD contribution

The Employer will forward a separate remittance form, plus one cheque for the total amount of Employer's Pension and Benefit Plan contributions to the Union office monthly, not later than the fifteenth (15th) of the month following the month in which such contributions were earned

13.04 The Union covenants and agrees to indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by, the Employer by reason of any amounts deducted from the employee's pay and remitted to the Union's Benefit Administration Office as provided in Articles 13.02 and 13.03. In the event that the Employer fails to comply with these Articles by not remitting to the Union, Article 13.04 will not apply. The Employer's sole obligation pursuant to Article 13 – CLAC Health Fund shall be limited to making the payment more particularized herein.

13.05 The Employer acknowledges that the Benefit Plan provides for Long Term Disability insurance coverage ("LTD"). Where applicable, the Employer, as directed by the Union Benefit Administration Office, will deduct the cost of such LTD coverage from the employee's pay cheques. The monthly cost

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as directed by the Union Benefit Administration Office will be deducted in equal parts from each pay cheque in a given month, and remitted together with the Employer's Benefit Plan contribution in accordance with Article 13 – CLAC Health Fund of the Agreement. Participation in the plan and in the payroll deduction is mandatory.

- 13.06 New employees shall join the Plan upon completion of the three (3) month probationary period. Employer and employee contributions shall begin at the commencement of the next pay period after expiry of the probationary period. It is mandatory that all employees covered by this Collective Agreement join the Plan.

ARTICLE 14 - CLAC PENSION PLAN

- 14.01 CLAC Pension Plan (the "Plan"), a defined contribution, registered pension plan, which is registered with the Canada Revenue Agency and the Financial Services Commission of Ontario under #0398594, applies to all employees covered by this Collective Agreement. It is mandatory that all employees covered by this Collective Agreement join and contribute the CLAC Pension Plan.
- 14.02 New employees shall join the Plan upon completion of the three (3) month probationary period. Contributions, by both employee and Employer, shall begin at the commencement of the next pay period after expiry of the probationary period.
- 14.03 Each month, the Employer shall remit to the Remittance Processing Centre (RPC), for each eligible employee, an Employer contribution to the Plan as described in Schedule

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“A”. Employer contributions will vest in accordance with the rules of the Plan.

- 14.04 The employee mandatory contribution to the CLAC Pension Plan shall be three percent (3%) of their gross wages. The Employer shall deduct these monies from the employee’s pay and remit same to the Union together with the CLAC Health Fund.
- 14.05 Employees shall have the rights to make additional voluntary contribution to the CLAC Pension Plan via payroll deductions. A request for such deductions shall be submitted to the Employer on a form provided by the Plan and a copy of the completed form shall be sent to the RPC along with the first remittance of such voluntary contributions. Employees shall be permitted to adjust their additional voluntary employee pension contributions a maximum of once per six (6) months.
- 14.06 The Employer agrees to deduct, by way of payroll deduction, and remit to the RPC, mandatory employee contributions and additional voluntary employee pension contributions which are above and beyond those contributions outlined in Schedule “A”.
- 14.07 The total amount of all contributions being the sum of, the amount remitted by the Employer on an employee's behalf, the employees mandatory contributions and any employee voluntary contributions, shall not exceed the annual maximum money purchase contribution limits outlined by the Canada Revenue Agency.
- 14.08 The Employer will remit all contributions to the RPC within fifteen (15) days following the end of the month for which contributions are payable, together with an itemized list of the

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employees and the amounts applicable to each. The remittance shall include only funds for pay periods completed in the previous month. Employer, mandatory and voluntary employee contributions will be recorded separately on the remittance.

14.09 The Union acknowledges and agrees that, other than remitting contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward any other costs of pension benefits provided by the Plan or be responsible for providing such benefits.

14.10 The Employer and the Union will cooperate in providing the information required to administer the Plan on the employees' behalf. The Plan staff shall be responsible for informing the employees about the Plan, which includes providing updated account statements of all contributions received, investment returns allocated, and the current account balance.

14.11 All money being earned by the employee, such as the Employers' contribution to the Benefit Plan, as well as deductions made from Employees' wages, such as Union dues, Vacation Pay, and Pension, is a Trust Fund in the hands of the Employer until the money is paid to the Union.

The Union shall indemnify and hold harmless the Employer against any and all claims made against, and liability of any nature incurred by the Employer by reason of any amounts deducted from the employee's pay and remitted to the Union's Benefit Administration Office as provided in this Article. The Employer's sole obligation under this Article shall be limited to making the payment as particularized above.

ARTICLE 15 - TRANSPORTATION, TRAVEL TIME AND ROOM AND BOARD

15.01 The purpose of this Article is to pay reasonable expense on behalf of the employee. It is not intended to be a source of additional income. Proof of travel and of principal residence may be requested by the Employer. All calculations for travelling are based on Google maps, by distance travelled via the fastest route, no tolls.

15.02 The Employer shall remunerate employees for travel time as follows:

- a. There shall be a free travel zone fifty (50) kilometers, each way, around each worksite. An employee who resides within the free zone of a worksite to which he is assigned shall receive no payment for the time spent travelling to that worksite. (Time or mileage.)
- b. An employee that qualifies for travel time shall receive payment that is equal to time spent travelling each way from the boundary described in a., above, to his place of residence. Travel time shall not be included towards the calculation of overtime threshold. Pension, benefits, E&A and Industry Fund are not payable on travel time.
- c. All travel time shall be rounded to the nearest quarter hour.
- d. Employees that are requested to use their personal vehicles to more than one worksite in a day, or to transport materials necessary for the work shall be reimbursed for the use of their personal vehicle at a rate of forty-eight cents (48¢) per kilometre driven in each year of the Collective Agreement.

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- e. If the Employer offers a company vehicle to an employee and the employee refuses and prefers to take his own vehicle, the travel allowance (mileage) will not apply.
- f. Employees will make all reasonable efforts to carpool when safe and reasonable to do so.

15.03 When employees are sent to work on a project beyond one hundred and fifty (150) kilometres from their primary place of residence, and provided the project is not within the free zone described in Article 15.02 a., and provided that they remain working on such project for consecutive days (in excess of one (1) work day):

- a. they will be paid a daily subsistence allowance of forty dollars (\$40.00) for each day spent out of town. The employee shall receive fifteen dollars (\$15.00) subsistence allowance for the first day of travel from home to the site, as well as fifteen dollars (\$15.00) on the day of travel from the site to home. In the event that kitchen facilities are not available at the lodgings provided, an extra ten dollars (\$10.00) will be added to the premiums for each day spent out of town;
- b. they will receive a non-taxable (km) travel allowance for one-half ($\frac{1}{2}$) of the time spent travelling from their home to the outer edge of the free travel zone project, and the same for the return travel at the beginning and end of the work week only;
- c. they will be transported to the job by the Employer, or where the Employer does not provide transportation, shall receive mileage reimbursement as described in Article 15.02d. for the trip to and from the project each week.

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15.04 In the case of inclement weather causing unsafe driving conditions not permitting the employee to return to his/her personal place of residence, the employee may request from the Employer that the kilometre (km) threshold set out in 15.03 be waived by the Employer and the provisions set out in 15.03a. will apply.

15.05 The Employer shall make arrangements for parking when employees are assigned to a worksite where no adequate parking exists.

ARTICLE 16 - HEALTH AND SAFETY

16.01 The Employer, Union and the employees shall comply with the provisions of the *Occupational Health and Safety Act* where and when applicable. The Employer shall provide working conditions at all times which are not prejudicial to the health or efficiency of the workers.

16.02 Employees shall follow all Company Safety Rules and abide by the Employers Health & Safety Program as a condition of employment and failure to do so will result in discipline up to and including termination of employment for cause.

16.03 Employees are required to report to their Employer any unsafe work conditions, or violation of any safe work policies or procedures established by the Employer, or any violation of relevant safe work legislation.

16.04 An employee who is injured in the course of performing his duties and requires medical attention and is unable to continue work shall be paid for his regularly assigned hours for the day of the injury only.

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- 16.05 Where the company is required by the Occupational Health and Safety Act to have a certified Employee Health and Safety Representative on site, the Company agrees to pay the acting Representative a sixty cents (60¢) per hour premium in addition to his regular rate.
- 16.06 Personal cell phone use for personal (non-work related) reasons is strictly prohibited during working hours; non-compliance with this Policy will be subject to disciplinary action in accordance with Article 21 of this agreement.
- 16.07 While attending safety training courses authorized by, or required of the employee by the Employer, employees will receive their regular hourly rate of pay and vacation pay for time spent in class, but such hours shall not attract benefit or Pension contributions. The hours spent in training will count toward vacation pay contributions and travel pay outside of the free travel zone. Hours spent in training will not be used in the calculation of total regular hours worked in a day, or in a week for the purpose of determining eligibility for pay at overtime premium rates. If travelling is required to attend training, the training location shall be considered a “worksite” and Article 15.02 shall apply.

ARTICLE 17 - PERSONAL PROTECTIVE EQUIPMENT, TOOLS AND APPAREL

- 17.01 The Employer will furnish employees with all necessary personal protective equipment (except for Safety Boots and reflective protective wear) if and when required. If it is the preference of the employee to wear a safety vest instead of any other reflective protective wear, the Employer shall provide such vest at no cost to the Employee. Said equipment

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shall remain the property of the Employer. Any worn out safety equipment will be replaced by the Employer upon presentation of the worn equipment. The employees shall be held responsible for loss or improper maintenance of personal protective equipment, rain gear and safety equipment provided by the Employer and may, at the discretion of the Employer, be subject to disciplinary action.

- 17.02 Employees shall wear all protective safety equipment required by the Employer.
- 17.03 Damage due to misuse, negligence, theft or abuse of tools and equipment shall be charged to the employee(s) found responsible.
- 17.04 Employees are responsible to provide the tools and power tools are noted in Schedule "C" part of this Collective Agreement.
- 17.05 The Employer shall furnish all other tools and equipment not stipulated in Schedule "C". Employees shall be held responsible for the tools and equipment issued to them providing the Employer furnishes the necessary lockers, vehicles, tool boxes or other safe place for storage.
- 17.06 The Employer shall be responsible to supply, at its costs, the employee with all consumables required to operate their power tools and perform their work (nails, screws, bits, replacement saw blades, glue, and the likes).
- 17.07 The Employer will pay a boot allowance of ten cents (10¢) per hour worked, which will be paid out on each pay cheque.

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17.08 The Employer will pay a tool allowance of ten cents (10¢) per hour worked for Labourers and twenty cents (20¢) per hour for Carpenters, which will be paid out on each pay cheque.

ARTICLE 18 - BEREAVEMENT PAY AND LEAVES OF ABSENCE

18.01 The Employer shall, subject to reasonable business requirements, grant leaves of absence without pay for a time mutually agreed upon between the Employer and the employee for the following reasons:

- a. marriage of the employee;
- b. sickness of the employee or employee's immediate family;
- c. participation in union sponsored training or other educational events;
- d. birth or adoption of the employee's child.

18.02 In the event an employee is absent from work for more than one (1) week due to a bona fide illness, or in the case of injury for which time is lost at work, the Employer, at its own expense, may request that the employee provide written verification by a practicing physician, that the employee is able to return to his full duties. Such verification shall assess the extent to which the employee is able to perform the functions, duties and work of the job classification to which such employee is normally assigned.

18.03 An employee shall be granted three (3) days leave of absence at his regular rate of pay to make arrangements for and to attend the funeral of an immediate family member which shall include:

- a. The employee's spouse,
 - b. The employee's parent, step-parent, foster parent, or parent of his spouse,
 - c. The child, step-child, foster child of the employee or the employee's spouse,
 - d. A grandparent, step-grandparent, grandchild or step grandchild of the employee or the employee's spouse,
 - e. The spouse, common-law spouse,
 - f. The employee's brother or sister.
- 18.04 For new employees not having completed their first year of service with the Employer and for employees who do not work thirty-six (36) or more hours per week on average, the bereavement leave payment stipulated in 18.03 and 18.04 shall be calculated and paid on a pro-rated basis, based on the average number of hours worked in the last 20 weeks prior to the bereavement leave date divided by 800 hours.
- 18.05 An employee shall be granted a one (1) day leave of absence at his regular rate of pay to attend the funeral of other relatives, which shall include an aunt, uncle, niece, nephew or cousin of the employee.
- 18.06 All requests for Leave of Absence must be made in writing using the Employers Leave of Absence form outlining the reason for the request and the expect duration of the leave.

ARTICLE 19 - EDUCATION AND ASSISTANCE FUND

- 19.01 The Employer shall contribute to the Union's Education and Assistance Fund the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.05.
- 19.02 The Education and Assistance Fund shall be used by the Union to educate and instruct members in the competent practice of their trade, in matters relating to Health and Safety, and to instruct specific members in effective labour relations practices.
- 19.03 Having regard to the demands of the Employer's work and operations, the Employer will cooperate with the Union when safety and related courses are made available to the members employed with the Employer.

ARTICLE 20 - CONSTRUCTION INDUSTRY DEVELOPMENT AND PROMOTION FUND

- 20.01 The Employer shall contribute to the Union's Construction Industry Development and Promotion Fund (the "Industry Fund") the amount identified at Schedule "A" for each hour worked by each employee covered by this Agreement, and it shall remit such contributions to the Union together with union dues, and in the manner described at Article 7.03.
- 20.02 The Industry Fund is used to promote the CLAC model of open shop unionized construction representation. This is achieved by industry development among for and with owners and purchasers of construction services, by advocating at municipal

and provincial government, by representing open shop union principles at industry conferences and events, and by advising the union leaders, including staff and stewards of opportunities and means to promote the CLAC model. The Industry Fund is used as determined by the Union to strengthen the position of the Union, its members and contractors.

20.03 The Industry Fund shall not be used to fund a grievance or other legal proceedings against any contactor signatory to CLAC or its affiliated local unions.

ARTICLE 21 - DISCIPLINE AND DISCHARGE

21.01 The Employer may warn, suspend, demote or discharge an employee for just cause.

21.02 If the attitude, conduct, attendance or performance of an employee warrants disciplinary action, the following procedure shall be followed:

- a. 1st offense: A verbal warning will be given to the employee in the presence of a Steward
- b. 2nd offense: A written warning shall be provided to the employee(s) involved, and forwarded to the office of the Union at the time they are issued.
- c. 3rd offense: three (3) day suspension without pay, documentation to the Union
- d. 4th offense: Dismissal

Certain behaviours such as insubordination, stealing and safety violations may result in immediate dismissal.

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- 21.03 Any disciplinary notice shall be issued only after, or during the meeting with the employee being disciplined. If possible, the employee shall be accompanied by a steward who shall be paid for such time in accordance with Article 4.01.
- 21.04 Disciplinary meetings shall normally take place during the affected employee's scheduled shift. If the employee is not at work, he may be called in at a time when he is not scheduled to work, but shall be paid for such time during the meeting.
- 21.05 Any record of discipline older than twelve (12) months shall be removed from an employee's file, provided that there is no repeat offence of the incident giving cause to the discipline during such twelve (12) month period.

ARTICLE 22 - COMPLAINTS AND GRIEVANCES

- 22.01 It is the mutual desire of the parties to this Agreement that reasonable and legitimate complaints and grievances of employees shall be dealt with as quickly as possible.
- 22.02 It is understood that in all cases an employee shall first give his immediate supervisor an opportunity to address his complaint before proceeding further with any grievance in accordance with this Article.
- 22.03 Grievances properly arising under this Agreement shall be adjusted and settled as follows:
- a. Within five (5) working days after the circumstances giving rise to the grievance occurred, the grievance shall be presented to the Employer, in writing, on the Union's standard form.

b. The parties shall meet within the next five (5) working days to endeavour to settle the grievance.

22.04 The Employer shall issue its written decision respecting the grievance within five (5) working days of the meeting contemplated by this Article. If the Employer's decision is not satisfactory to the Union, the Union may refer the grievance to arbitration in accordance with Article 23.

22.05 A **Group Grievance** is defined as a single grievance, signed by a Steward or Union Representative, on behalf of a group of employees who have the same complaint. A Group Grievance shall be processed in accordance with Article 22.03 of the grievance procedure set out above. The names of the employees having the same complaint and advancing such Group Grievance shall be identified and listed on the grievance form.

22.06 A **Policy Grievance** is defined as one which involves a question relating to the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable. A Policy Grievance may be submitted by either the Union or the Employer in accordance with Article 22.03 of the grievance procedure outlined above. In the case of a Policy Grievance submitted by the Employer, all references to "Union" and "Employer" in Articles 22.03 and 22.04 shall be interchangeable. Such Policy Grievance shall be signed by a Steward or a Union Representative or, in the case of an Employer's Policy Grievance, by the Employer or its designated representative.

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22.07 In the event that the circumstances giving rise to any grievance occurred more than five (5) days prior to the complaint or grievance being initiated and delivered to either the Employer or the Union, as the case may be, then and in such event neither the Employer nor the Union shall be required to consider or process any such grievance.

22.08 For the proper administration of this Article:

- a. The nature of the grievance, the remedy sought and the Article or Articles of the Agreement which are alleged to have been violated shall be set out in the written record of the grievance and may not be subject to change in later steps.
- b. In determining the time which is allowed in the various steps, only working days shall be included, and any time limits may be extended by agreement in writing only.
- c. If advantage of the provisions of this Article 22 is not taken within the time limits specified herein as set out above, or as extended in writing between the parties, the grievance shall be deemed to have been abandoned and may not be reopened.

ARTICLE 23 - ARBITRATION

23.01 Each party to this Agreement may refer a grievance to arbitration provided the referral is made within ten (10) working days of the written decision described in Article 22.05 or the date that the written decision should have been made pursuant to Article 22.05. A grievance that is not referred to

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arbitration in accordance with this Article shall be deemed abandoned and shall be inarbitrable.

- 23.02 Both parties to this Agreement agree that any grievance concerning the interpretation, application or administration of this Agreement, or alleged violation of any provision of this Agreement, including any question as to whether a matter is arbitrable, which has been properly carried through all the steps of the grievance procedure in a timely manner, in accordance with Article 22 and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
- 23.03 The Board of Arbitration will be composed of a sole arbitrator chosen by agreement of the parties.
- 23.04 Within two (2) working days of the request of either party for a Board, each party shall notify the other of the name(s) of arbitrator(s) it proposes to act as the sole arbitrator.
- 23.05 Should the Employer and the Union fail to agree on a sole arbitrator within five (5) working days of the notification mentioned in Article 23.04 above, the Ministry of Labour of the Province of Ontario shall be asked to nominate an impartial person to act as the sole arbitrator.
- 23.06 The decision of the sole arbitrator shall be binding on the employees, the Union and the Employer.
- 23.07 The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, nor to give any decision inconsistent with the terms and provisions of this Agreement.

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23.08 Each of the parties to this Agreement shall bear its own expense of arbitration, and the parties shall jointly bear the expenses, if any, of the sole arbitrator.

ARTICLE 24 - GENDER NEUTRALITY

24.01 In this Agreement, any references to the masculine gender shall include the female gender and references to the female gender shall include the masculine gender.

ARTICLE 25 - SEVERABILITY

25.01 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 or any Court of competent jurisdiction, such invalidation of such part or provision of this Agreement shall not invalidate the remaining parts or provisions thereof.

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ARTICLE 26 - DURATION

26.01 This Agreement shall be effective February 1, 2021, and it shall remain in effect until January 31, 2024, and shall continue in force from year to year thereafter unless either party shall furnish the other with notice of termination or proposed revision of the Agreement not more than ninety (90) days before the expiration date of this Agreement, or in any like period in any year thereafter.

DATED at _____, ON, this ____ day of _____, 20____

Signed on behalf of
**ASCO CONSTRUCTION LTD AND
ASCO CONSTRUCTION TORONTO LTD**

Per _____ Per _____

Signed on behalf of
CHRISTIAN LABOUR ASSOCIATION OF CANADA

Per _____ Per _____

**SCHEDULE "A"
CLASSIFICATIONS AND RATES OF PAY**

Zone 1 - Toronto

		Rate	VP @ 10%	Pension	Benefits	E&A	IF	Total
Carpenter	Current	\$37.02	\$3.70	\$2.22	\$1.82	\$0.19	\$0.17	\$45.12
	01-Feb-21	\$38.13	\$3.81	\$2.48	\$1.83	\$0.20	\$0.18	\$46.63
	01-Feb-22	\$39.08	\$3.91	\$2.74	\$1.84	\$0.20	\$0.19	\$47.96
	01-Feb-23	\$40.06	\$4.01	\$3.00	\$1.85	\$0.20	\$0.20	\$49.32
Skilled Labourer	Current	\$32.33	\$3.23	\$1.94	\$1.82	\$0.19	\$0.17	\$39.68
	01-Feb-21	\$33.30	\$3.33	\$2.16	\$1.83	\$0.20	\$0.18	\$41.00
	01-Feb-22	\$34.13	\$3.41	\$2.39	\$1.84	\$0.20	\$0.19	\$42.16
	01-Feb-23	\$34.99	\$3.50	\$2.62	\$1.85	\$0.20	\$0.20	\$43.36
Labourer IV	Current	\$27.38	\$2.74	\$1.64	\$1.82	\$0.19	\$0.17	\$33.94
	01-Feb-21	\$28.20	\$2.82	\$1.83	\$1.83	\$0.20	\$0.18	\$35.06
	01-Feb-22	\$28.91	\$2.89	\$2.02	\$1.84	\$0.20	\$0.19	\$36.05
	01-Feb-23	\$29.63	\$2.96	\$2.22	\$1.85	\$0.20	\$0.20	\$37.06
Labourer III	Current	\$25.03	\$2.50	\$1.50	\$1.82	\$0.19	\$0.17	\$31.21
	01-Feb-21	\$25.78	\$2.58	\$1.68	\$1.83	\$0.20	\$0.18	\$32.24
	01-Feb-22	\$26.43	\$2.64	\$1.85	\$1.84	\$0.20	\$0.19	\$33.15
	01-Feb-23	\$27.09	\$2.71	\$2.03	\$1.85	\$0.20	\$0.20	\$34.08
Labourer II	Current	\$22.94	\$2.29	\$1.38	\$1.82	\$0.19	\$0.17	\$28.79
	01-Feb-21	\$23.63	\$2.36	\$1.54	\$1.83	\$0.20	\$0.18	\$29.74
	01-Feb-22	\$24.22	\$2.42	\$1.70	\$1.84	\$0.20	\$0.19	\$30.57
	01-Feb-23	\$24.82	\$2.48	\$1.86	\$1.85	\$0.20	\$0.20	\$31.42
Labourer I	Current	\$19.29	\$1.93	\$1.16	\$1.82	\$0.19	\$0.17	\$24.56
	01-Feb-21	\$19.87	\$1.99	\$1.29	\$1.83	\$0.20	\$0.18	\$25.36
	01-Feb-22	\$20.37	\$2.04	\$1.43	\$1.84	\$0.20	\$0.19	\$26.06
	01-Feb-23	\$20.87	\$2.09	\$1.57	\$1.85	\$0.20	\$0.20	\$26.78

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Lead Hand Premium – 5% over Skilled Labourer or Carpenter

Foreman Premium – 8% over Carpenter (no Labourer Foreman)

Vacation/Statutory Holiday Pay – Vacation and Statutory Holiday Pay will increase to 11% for those with 5 to 10 years of service, and 12% for those with more than 10 years of service.

Employer Pension Contributions

Current	6.0%
February 1, 2021	6.5%
February 1, 2022	7.0%
February 1, 2023	7.5%

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Zone 2 - Ottawa

		Rate	VP @ 10%	Pension	Benefits	E&A	IF	Total
Carpenter	Current	\$34.94	\$3.49	\$2.10	\$1.82	\$0.19	\$0.17	\$42.71
	01-Feb-21	\$35.99	\$3.60	\$2.34	\$1.83	\$0.20	\$0.18	\$44.14
	01-Feb-22	\$36.89	\$3.69	\$2.58	\$1.84	\$0.20	\$0.19	\$45.39
	01-Apr-23	\$37.81	\$3.78	\$2.84	\$1.85	\$0.20	\$0.20	\$46.68

Skilled Labourer	Current	\$30.25	\$3.03	\$1.82	\$1.82	\$0.19	\$0.17	\$37.27
	01-Feb-21	\$31.16	\$3.12	\$2.03	\$1.83	\$0.20	\$0.18	\$38.51
	01-Feb-22	\$31.94	\$3.19	\$2.24	\$1.84	\$0.20	\$0.19	\$39.60
	01-Feb-23	\$32.73	\$3.27	\$2.46	\$1.85	\$0.20	\$0.20	\$40.71

Labourer IV	Current	\$24.51	\$2.45	\$1.47	\$1.82	\$0.19	\$0.17	\$30.61
	01-Feb-21	\$25.25	\$2.52	\$1.64	\$1.83	\$0.20	\$0.18	\$31.62
	01-Feb-22	\$25.88	\$2.59	\$1.81	\$1.84	\$0.20	\$0.19	\$32.51
	01-Feb-23	\$26.52	\$2.65	\$1.99	\$1.85	\$0.20	\$0.20	\$33.41

Labourer III	Current	\$22.42	\$2.24	\$1.35	\$1.82	\$0.19	\$0.17	\$28.19
	01-Feb-21	\$23.09	\$2.31	\$1.50	\$1.83	\$0.20	\$0.18	\$29.11
	01-Feb-22	\$23.67	\$2.37	\$1.66	\$1.84	\$0.20	\$0.19	\$29.92
	01-Feb-23	\$24.26	\$2.43	\$1.82	\$1.85	\$0.20	\$0.20	\$30.76

Labourer II	Current	\$20.34	\$2.03	\$1.22	\$1.82	\$0.19	\$0.17	\$25.77
	01-Feb-21	\$20.95	\$2.10	\$1.36	\$1.83	\$0.20	\$0.18	\$26.62
	01-Feb-22	\$21.47	\$2.15	\$1.50	\$1.84	\$0.20	\$0.19	\$27.35
	01-Feb-23	\$22.01	\$2.20	\$1.65	\$1.85	\$0.20	\$0.20	\$28.11

Labourer I	Current	\$17.73	\$1.77	\$1.06	\$1.82	\$0.19	\$0.17	\$22.75
	01-Feb-21	\$18.26	\$1.83	\$1.19	\$1.83	\$0.20	\$0.18	\$23.49
	01-Feb-22	\$18.72	\$1.87	\$1.31	\$1.84	\$0.20	\$0.19	\$24.13
	01-Feb-23	\$19.19	\$1.92	\$1.44	\$1.85	\$0.20	\$0.20	\$24.79

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Lead Hand Premium – 5% over Skilled Labourer or Carpenter

Foreman Premium – 8% over Carpenter (no Labourer Foreman)

Vacation/Statutory Holiday Pay – Vacation and Statutory Holiday Pay will increase to 11% for those with 5 to 10 years of service, and 12% for those with more than 10 years of service.

Employer Pension Contributions

Current	6.0%
February 1, 2021	6.5%
February 1, 2022	7.0%
February 1, 2023	7.5%

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		Rate	VP @ 10%	Pension	Benefits	E&A	IF	Total
Carpenter	Current	\$29.20	\$2.92	\$1.75	\$1.82	\$0.19	\$0.17	\$36.05
	01-Feb-21	\$30.08	\$3.01	\$1.95	\$1.83	\$0.20	\$0.18	\$37.25
	01-Feb-22	\$30.83	\$3.08	\$2.16	\$1.84	\$0.20	\$0.19	\$38.30
	01-Feb-23	\$31.60	\$3.16	\$2.37	\$1.85	\$0.20	\$0.20	\$39.38

Skilled Labourer	Current	\$22.94	\$2.29	\$1.38	\$1.82	\$0.19	\$0.17	\$28.79
	01-Feb-21	\$23.63	\$2.36	\$1.54	\$1.83	\$0.20	\$0.18	\$29.74
	01-Feb-22	\$24.22	\$2.42	\$1.70	\$1.84	\$0.20	\$0.19	\$30.57
	01-Feb-23	\$24.82	\$2.48	\$1.86	\$1.85	\$0.20	\$0.20	\$31.42

Labourer IV	Current	\$19.56	\$1.96	\$1.17	\$1.82	\$0.19	\$0.17	\$24.87
	01-Feb-21	\$20.15	\$2.01	\$1.31	\$1.83	\$0.20	\$0.18	\$25.68
	01-Feb-22	\$20.65	\$2.07	\$1.45	\$1.84	\$0.20	\$0.19	\$26.39
	01-Feb-23	\$21.17	\$2.12	\$1.59	\$1.85	\$0.20	\$0.20	\$27.12

Labourer III	Current	\$17.73	\$1.77	\$1.06	\$1.82	\$0.19	\$0.17	\$22.75
	01-Feb-21	\$18.26	\$1.83	\$1.19	\$1.83	\$0.20	\$0.18	\$23.49
	01-Feb-22	\$18.72	\$1.87	\$1.31	\$1.84	\$0.20	\$0.19	\$24.13
	01-Feb-23	\$19.19	\$1.92	\$1.44	\$1.85	\$0.20	\$0.20	\$24.79

Labourer II	Current	\$16.69	\$1.67	\$1.00	\$1.82	\$0.19	\$0.17	\$21.54
	01-Feb-21	\$17.19	\$1.72	\$1.12	\$1.83	\$0.20	\$0.18	\$22.24
	01-Feb-22	\$17.62	\$1.76	\$1.23	\$1.84	\$0.20	\$0.19	\$22.85
	01-Feb-23	\$18.06	\$1.81	\$1.35	\$1.85	\$0.20	\$0.20	\$23.47

Labourer I	Current	\$15.64	\$1.56	\$0.94	\$1.82	\$0.19	\$0.17	\$20.32
	01-Feb-21	\$16.11	\$1.61	\$1.05	\$1.83	\$0.20	\$0.18	\$20.98
	01-Feb-22	\$16.51	\$1.65	\$1.16	\$1.84	\$0.20	\$0.19	\$21.55
	01-Feb-23	\$16.92	\$1.69	\$1.27	\$1.85	\$0.20	\$0.20	\$22.14

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Lead Hand Premium – 5% over Skilled Labourer or Carpenter

Foreman Premium – 8% over Carpenter (no Labourer Foreman)

Vacation/Statutory Holiday Pay – Vacation and Statutory Holiday Pay will increase to 11% for those with 5 to 10 years of service, and 12% for those with more than 10 years of service.

Employer Pension Contributions

Current	6.0%
February 1, 2021	6.5%
February 1, 2022	7.0%
February 1, 2023	7.5%

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Notes:

1. Progression through the classifications and levels for Labourers shall occur in accordance with Schedule "B", attached hereto. The Employer shall review each Labourer's performance, skills, tasks performed, experience and training at least once per year to determine if the employee's classification is subject for adjustment.
2. An employee that is already employed with the Employer, and who becomes registered as a carpenters' apprentice shall experience no reduction in wage.
3. Registered Carpenters Apprentices shall be paid the following minimum rate:

Employees who become a registered apprentice shall receive a wage rate and pension contributions that are determined as follows:

1 st Period	not less than 55% of journeyman's rate
2 nd Period	not less than 65% of journeyman's rate
3 rd Period	not less than 75% of journeyman's rate
4 th Period	not less than 85% of journeyman's rate

To move up from 2nd to 3rd year apprentice, registered apprentice needs to complete first level of schooling; to move up from 3rd to 4th year apprentice level, employee needs to complete 2nd level of schooling.

For the purpose of this agreement, the definition of a Registered Carpenter is as defined by the Ministry of Labour, Training and Skills Development for a General Carpenter.

Lead Hand & Foreman Premium

The Employer may appoint an employee to serve as a lead hand or foreman at its sole discretion. Generally, the designation shall apply to employees that have reached the top level of their respective classification for an employee who is able to demonstrate skill as a leader in the workplace and who is proficient at the work assigned to him

Lead Hand Definition: An employee designated by the Employer who will have the routine responsibility of being the lead member of the crew in the absence of direct supervision by a working foreman or site superintendent and who sets the pace of the crew. The lead hand assists the foreman with daily organization and control of labour, equipment and materials to ensure that the acceptable standards of quality, safety and production are maintained by the crew. A lead hand, is a worker having supervisory capacity over five (5) workers (inclusive of the lead hand) and who, in addition to such supervisory capacity, is also required to perform his regular carpenter/labourer duties with the use of the tools of the trade. It is understood and agreed that a Lead Hand may only be assigned to a project by the Employer.

Foreman Definition: An employee designated by the Employer as a working foreman assigned to lead a crew for a complete division of work and having supervisory capacity over eight (8) or more workers, who is also required to perform his regular carpenter/labourer duties with use of tool of the trade. Responsible for daily organization of the work and control of labour, equipment and materials to ensure that acceptable standards of quality, safety and production are maintained.

**SCHEDULE “B”
CLASSIFICATION DESCRIPTIONS**

	Courses (Cumulative)	Service/ Experience	Tasks (Cumulative)
Skilled Labourer	Level 1 to 4 training plus: Basic of Supervision H&S Representative	8000 hours worked	A worker who can perform most duties assigned without great explanation under little to no supervision Level 1 to 4 task experience plus: Knowledge of rebar placing and importance of cover including tying of rebar Concrete finishing Painting Caulking Safety Railing Construction Able to assist carpenters & form setters Able to put up scaffolding safely and securely with no supervision Fully experience with construction equipment (skid steer, scissor/boom lift, telescopic and regular forklift, vibrating plate, compactors, concrete vibrator and

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			<p>excavators) and power tools operation</p> <p>Mentoring lower-level labourers</p> <p>Capable of leading crew of labourers and plan the day's work</p>
<p>Construction Labourer Level 4</p>	<p>Level 1 to 3 training plus: First Aid & CPR</p>		<p>A worker who is capable of performing general labour duties under limited supervision</p> <p>Level 1 to 3 task experience plus:</p> <p>Occasional concrete placing</p> <p>Beginners level with blueprint reading</p> <p>Limited experience with excavation equipment (skid steer, scissor/boom lift, telescopic and regular forklift, vibrating plate, compactors, concrete vibrator and excavators)</p> <p>Good knowledge of operation of tools & equipment.</p> <p>Installation of vapour/air barrier</p> <p>Installation of damp/water proofing</p>

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<p>Construction Labourer Level 3</p>	<p>Level 1 &2 training plus: Elevated Work Platforms (Scissor Lift and Self-Propelled Boom) Lockout-Tag out Scaffolding awareness Confined Space Entry and Rescue Telescopic and Regular Forklift (includes telehandlers/ zoom-booms)</p>	<p>6000 hours worked</p>	<p>A worker with some construction experience able to perform general labour duties under fairly close supervision. Level 1 & 2 task experience plus: Temporary hoarding/tarping Dowelling for rebar Core Drilling Concrete vibrating Grout repairs & patching Application of bonding agents Erect scaffolding Capable with rigging & hoisting</p>
<p>Construction Labourer Level 2</p>	<p>Level 1 training completed plus: Trenching/excavation Propane Handling Confined Space Awareness Traffic Control Hoisting and Rigging</p>		<p>An unskilled worker with little construction experience under close supervision.</p> <ul style="list-style-type: none"> • Same working experience as Level 1 plus: • Concrete chipping • General Demolition • Concrete Curing • Assist in pouring of concrete • Water controls (handling of dewatering equipment)

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			<ul style="list-style-type: none">• Operation of compaction equipment (tamper, vibrating, walk behind plates)• Handling of propane heaters
Construction Labourer Level 1	WHMIS Working at Heights Worker Safety Awareness Scaffolding		An unskilled worker with no construction experience under close supervision. <ul style="list-style-type: none">• Material handling• General Housekeeping• Temporary lighting• Snow removal• Temporary fencing• Erosion control• Mobilization & Demobilisation of Sites• Hand excavation, backfill and grading

**SCHEDULE "C"
TOOL LIST**

Item#	Item Description	Carpenter	Labourer
1	8m tape measure	X	X
2	2' and 4' level	X	
3	2' square	X	
4	Claw hammer	X	X
5	Medium crescent wrench	X	
6	Chalk line	X	
7	Lockable Tool Box	X	
8	8-point hand saw	X	
9	Set tin snips	X	
10	Medium size claw bar	X	X
11	Catspaw	X	
12	Set of wood chisels from ¼ to 1 ¼"	X	
13	Combination square	X	
14	Plum bob	X	
15	Pair side cutting pliers	X	X
16	Full set of standard screwdrivers	X	X
17	Latch/Utility knife	X	X
18	Hack saw	X	
19	Cordless Hand drill c/w batteries	X	X
20	Reciprocating saw	X	X
21	Skill (Circular) saw	X	
22	Hand held air compressor	X	
23	Finishing air nailing gun	X	
24	Jig Saw	X	
25	Router	X	
26	Miter Saw	X	
27	Hand Held Belt Sander	X	

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28	Hand Held Palm Sander	X	
29	Grinder	X	X
30	Ratchet Set	X	X
31	Pliers	X	X
32	Drywall drill	X	
33	Work Bench	X	
34	Self-Leveling Laser Level (not a rotary level)	X	
35	Pouch	X	
36	Stapler	X	X
37	Vise Grips	X	X
38	Drywall Saw	X	
39	½" Hammer Drill	X	
40	Adjustable Wrench	X	X
41	Clamps	X	
42	Set of Wrench	X	
43	Hand Held Planner	X	

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