COLLECTIVE AGREEMENT

Between

Link Scaffold Service Inc.
Maintenance and Construction - Alberta

And

Construction Workers Union, CLAC Local 63

DURATION: March 1, 2017 – March 1, 2019
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COLLECTIVE AGREEMENT

Between

Link Scaffold Service Inc.
(hereinafter referred to as "the Employer")

and

Construction Workers Union, CLAC Local 63
(hereinafter referred to as "the Union")

March 1, 2017 – March 1, 2019
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COLLECTIVE AGREEMENT

ARTICLE 1 - PURPOSE

1.01 It is the intent and purpose of the Employer, the Union and the employees, as parties to this agreement, which has been negotiated and entered into in good faith to:

a) To recognize mutually the respective rights, responsibilities and functions of the parties;

b) To provide and maintain working conditions, hours of work, wage rates, travel allowances, referral provisions and benefits as set forth in this agreement;

c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;

d) To establish a just and prompt procedure for the disposition of grievances; and

e) Through the full and fair administration of all the provisions contained within this agreement, to achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual well-being.

1.02 The parties to this Agreement pledge to work towards the greatest possible degree of consultation and cooperation believing that the following concepts provide a fundamental framework for cooperative labour/management relations:
a) The industrial enterprise is an economically characterized work community of capital-investors and workers under the leadership of management;

b) The economic character springs from a continuous striving towards the efficient use of scarce resources, energy and the environment, and in the adequate development of the employees, research, production and marketing; and

c) The Employer, the Union and the employees will not discourage cooperation but will stimulate it, recognizing that while leadership without labour can do nothing, labour without management cannot survive.

1.03 The omission of specific mention in this agreement of existing rights and privileges established or recognized by the Employer will not be construed to deprive employees or the Union of such rights and privileges. Such rights and privileges may only be amended by mutual agreement.

1.04 Neither the Employer nor the Union shall act in a manner that is arbitrary, discriminatory, that violates applicable human rights legislation, or is in bad faith.

1.05 Should any part of this agreement be declared invalid the remainder of the agreement will continue in full force and effect.
ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit working in the Province of Alberta, as defined in existing ALRB certificate:

    AB531-2015 - General Construction Carpenters.
    AB532-2015 - All Maintenance Carpenters

The Employer further recognizes the Union as the sole bargaining agent of all other employees in the bargaining unit working in the Province of Alberta, and as defined in Article 2.02 and/or classified in Schedules “A” and “B” as appropriate to the work attached hereto and made part hereof.

2.02 This Agreement covers all employees of the Employer in Alberta when employed in Construction as Scaffolders including Journeypersons and their Apprentices and Foremen, save and except Supervisors, Office staff, and Management Personnel.

2.03 There will 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 the mutual agreement in writing of the parties with the exception that the scope of this agreement will also automatically apply to employees employed in other trades from and after the day that certification is obtained by the Union for that trade from the Alberta Labour Relations Board. Without limiting the generality of the foregoing, no classification of work or jobs may be removed from the bargaining unit except by mutual agreement in writing of the parties.
ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 Management's rights include but are not limited to the following:

a) To maintain order, discipline and efficiency; to make, alter and enforce rules and regulations, policies and practices, to be adhered to by its employees; to discipline and discharge employees for just cause.

b) To select, hire and direct the working force and employees; to transfer, assign, promote, demote, classify, layoff, recall and suspend employees; to select and retain employees for positions excluded from the bargaining unit.

c) 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, without interference.

3.02 The sole and exclusive jurisdiction over operations, building, machinery and equipment will be vested in the Employer.

3.03 The Employer may only contract out work where:

a) It does not possess the necessary facilities or equipment;
b) It does not have and/or cannot acquire the required manpower;

c) It cannot perform the work in a manner that is competitive in terms of cost, quality and within required time limits.

3.04 When practical, prior to subcontracting, the Employer will discuss with the Union at the pre-job conference the portion, or portions of the project, that the Employer wishes to subcontract and the sub-contractors to be hired to do such work.

**ARTICLE 4 - UNION REPRESENTATION**

4.01 **Stewards**

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

a) The Union has the right to select or appoint stewards to assist an employee in presenting any complaints or grievances they have to representatives of the Employer and to enforce and administer the Collective Agreement. In general the number of stewards will be determined as follows:

b) In general the number of Stewards per jobsite will be determined as follows:

i) When there are fifty (50) or less employees - one (1) steward;

ii) Over fifty (50) employees, but less than one hundred (100) - two (2) Stewards;

iii) For every hundred (100) employees beyond one hundred (100) - at least one (1) additional Steward.
More Stewards may be added by mutual agreement; and

iv) The Union will notify and communicate with the Employer at the appointment of a Steward.

iii) The Employer and union will mutually agree when a chief steward is implemented.

c) i) Stewards will receive the hourly premium as set out in Schedule “A” and “B” Notes. The Union will advise the Employer in writing the name(s) of the steward(s).

ii) Stewards will be laid off or reduced in number in accordance with the completion of the various phases of each project. Where possible the Employer will notify the Union prior to layoff if a Steward is affected by a planned layoff.

d) The Union acknowledges that Stewards have regular duties to perform as employees of the Employer and that they will not leave their regular duties for the purpose of conducting business in connection with the administration of the Agreement or the investigation or presentation of grievances, without first obtaining the permission of their Supervisor. Such permission will not be unreasonably withheld.

The Employer will pay stewards for time spent attending such duties during their working hours on the job site or an alternate location as otherwise agreed upon between the Union and the Employer.

e) A Union Steward will be given the opportunity to address all new employees during their site orientation session, for the purpose of introducing themselves and the Union and
providing the employee with Union information that pertains to them.

4.02 **Representatives**

a) Duly appointed Representatives of the Union 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 other rights under this Agreement and under the law. Union Stewards will not act in this capacity. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).

b) Representatives of the Union will have access to visit job sites during normal working hours subject to the following:

i) the Union Representative will identify themselves to the appropriate management personnel upon arriving at a job site;

ii) the Union Representative will not interfere with the progress of work.

4.03 **The Employer**

The Employer may meet periodically with their 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 There will be no Union activity on the Employer's work sites during working hours, except that which is necessary for the
processing of grievances and the administration and enforcement of this Agreement.

4.05 Negotiating Committee

The Union has the right to appoint a Negotiating Committee. Employees to a maximum of four (4) on the committee will be paid by the Employer to a maximum of forty (40) hours each for all time spent on negotiating the collective agreement and wage and benefit reviews with the Employer, whenever this takes place during the regular working hours of the employees concerned. The Union and Employer the number of employees on the committee.

ARTICLE 5 - STRIKES OR LOCKOUTS

5.01 During the term of this Agreement, or while negotiations for a further agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

5.02 During the term of this Agreement, or while negotiations for a further agreement are being held, the Employer will not engage in any lockout of its employees or deliberately restrict or reduce the hours of work.

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 give preference to qualified union members who are able to meet the requirements of the job. The Employer will submit the names, social insurance numbers and classifications of all
requested employees to the Union office in Edmonton for approval by the Union. The Employer will ensure that this is accomplished prior to commencement of employment. If the Union is not able to supply the number of qualified employees required by the Employer, the Employer will be able to hire from outside the Union membership, provided however that all employees must nevertheless obtain a union dispatch slip and provide it to the Employer before commencing work. The Union agrees to promptly process dispatch slip requests and they will not be unreasonably withheld.

6.02 Neither the Employer nor the Union will compel employees to join the Union. Subject to Article 6.01, the Employer will not discriminate against any employee because of Union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Before commencing work, or as soon as reasonably possible after commencing work, new employees will be referred by the Employer to a Steward or Representative in order to describe the Union’s purpose and representation policies to such new employees.

6.03 The Union agrees that it will make membership in the Union available to all employees covered by this Agreement subject to the Constitution of the Union and the terms and conditions specified by its applicable policies.

6.04 New employees will be hired on a three (3) calendar month probationary period and thereafter will attain regular employment status subject to the availability of work. The parties agree that the discharge or layoff of a probationary employee will not be the subject of a grievance or arbitration. When a probationary employee is disciplined and not discharged, the parties agree that the terms stated in Article twenty four (24) will prevail.
6.05 Probationary employees are covered by this Agreement, excepting those provisions that specifically exclude such employees.

6.06 Employees rehired within six (6) months of layoff will not re­serve a probation period.

6.07 An employee who quits or is terminated for just cause and is rehired will serve a new probationary period.

**ARTICLE 7 - UNION DUES**

7.01 The Employer agrees to deduct from each employee’s paycheque the amount equal to Union dues and where applicable, an amount equal to Union dues arrears, Administration dues and Permit dues. The total amount deducted will be remitted to the Union Provincial Remittance Processing Centre each month, by the twentieth (20th) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each. The Union and the employees agree that the Employer will be saved harmless for all deductions and payments so made.

7.02 The Union has a conscientious objection policy for employees who cannot support the Union with their dues for conscientious reasons, as determined by the Union’s internal guidelines on what constitutes a conscientious objection.

7.03 The Union will promptly notify the Employer, in writing, over the signature of its designated officer, the amount of the deduction to be made by the Employer for regular Union dues, Union dues arrears, Administration dues and Permit dues and the Employer will have the right to continue to rely on such written
notification until it receives other written notification from the Union.

7.04 The Employer will provide the Union with all necessary information regarding insurance and benefit plans, job classification changes and terminations. The name, address, date of hire, and classification of all employees will be provided to the Union once monthly.

ARTICLE 8 - WAGE AND AREA RATES OF PAY

8.01 Wage schedules and other provisions applicable to various job classifications and work descriptions are as set forth in Schedule "A" and "B" as appropriate to the work. It is understood and agreed that the Employer and the Union will jointly determine the wage schedule applicable to a project prior to its commencement. If there is a dispute the matter will be settled in accordance with the Arbitration procedure set out in Article 23.

8.02 Additional classifications may be established only by mutual agreement between the Employer and the Union during the term of this Agreement, and the rates for the same will be subject to negotiations between the Employer and the Union. Any addition under these terms will be put into writing and signed by a representative of the Employer and the Union. If the Union and the Employer are unable to agree upon such wage rates either party may apply directly for arbitration under Article 23.

8.03 All references to base wage rate will be deemed to include premiums for General Foreman, Foreman and Steward.
8.04 **Show Up Time**

a) An employee who comes to work without having been notified that there is no work available, and who is sent home because of lack of work, will receive a minimum of two (2) hours pay at the employees prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

b) Proper notification is a minimum two (2) hours prior to the start of the shift.

c) Proper notification in the case of a camp is at breakfast time and such notices are to be posted on the kitchen bulletin board.

8.05 **Starting Work**

An employee who starts work and is prevented from completing their normal work day will receive a minimum of four (4) hours pay at their prevailing hourly rate or the number of hours worked multiplied by their prevailing hourly rate. The employee will also receive their full accommodation allowance if and when applicable.

8.06 **Call-Back**

An employee who is called back to work in the same day will receive a minimum of two (2) hours pay at the appropriate rate.

8.07 When there is a temporary shortage of work within a given work day in a specific classification, the Employer may employ the affected employees in another classification at the rate of pay of their usual specified classification provided the employee is qualified to do the required work.
8.08 If the shortage of work is for a period longer than the day outlined in Article 8.06 above, the employee may be given the option to work in another classification, for which they are qualified, instead of being laid off. The employee will be paid the rate for the new classification. This will be recorded in writing signed by the Employer, the employee and the job steward.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 The normal work week will consist of forty (40) hours per week.

9.02 Employees will be paid overtime at the rate of one and one-half (1.5) times the employees' straight time hourly rate of pay for all hours worked in excess of eight (8) hours per day and forty (40) regular straight time hours per week. Overtime will be paid when an employee works on any regularly scheduled day off.

9.03 Statutory Holidays

a) When a statutory holiday, as outlined in Article 12.01, occurs during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of thirty-two (32) hours.

b) When two (2) general holidays as outlined in Article 12.01 occur during the calendar week, overtime as per Article 9.02 will be paid for all regular straight time hours in excess of twenty-four (24) hours.

9.04 When a scheduled break occurs it will include a Sunday whenever possible.
9.05 The Employer will attempt to distribute overtime work as evenly as possible among employees who normally perform the work and who indicate they wish to work overtime.

9.06 Hours of work and overtime as set out in this Article may be modified by mutual agreement between the Employer and the Union for selected contract projects. Such amendments will be noted on the pre-job conference report.

9.07 The provisions of this Article are for the purpose of computing overtime and will not be construed to be a guarantee of or a limitation on the hours of work to be done per day or per week other than those stipulated in Articles 8.04 and 8.05.

9.08 Coffee Breaks and Meal Periods

a) There will be two (2) coffee breaks of fifteen (15) minutes duration on each shift, one in the first half of the shift and one in the second half of the shift.

b) Employees will be given a meal period of one half (1/2) hour per shift but such period will not be considered as time worked.

c) Employees shall receive a fifteen (15) minute coffee break at the start of every two (2) hours worked beyond the regular ten (10) hour day. A coffee break shall not apply to the meal break at twelve (12) hours.

d) Employees scheduled to work beyond twelve (12) hours in a day will be provided with an additional unpaid one half (1/2) hour meal period after twelve (12) hours.

e) If employees are not scheduled, but are required to work beyond twelve (12) hours in a day, the Employer will provide a meal period of one-half hour (1/2) paid at the
overtime wage rate and a meal for the employees. In the event that a meal cannot be provided, the employee will receive one-half (1/2) hour paid at the overtime wage rate in addition to the paid break.

9.09 Provided the employee notifies the Employer at the time of hire the Employer agrees to respect an employee's wishes with regards to not working certain days of the week or certain hours of the day because of religious convictions.

9.10 Sunday will be deemed the first day of the week.

ARTICLE 10 - LAY-OFF PROCEDURE

10.01 The Employer will give all other employees and the job steward four (4) hours' notice of layoff. Four (4) hours pay may be given in lieu of notice.

10.02 The Employer will not be required to give notice of layoff when equipment failure, shortage of material, or other reasons beyond the control of the Employer cause a stoppage of operation.

10.03 The Employer agrees to notify the Union office of the names of employees laid off within the pay period of the date during which the layoff occurred, together with the employee's classification and latest available phone number.

ARTICLE 11 - VACATION & VACATION PAY

11.01 All employees will be entitled to receive an amount equal to six (6%) percent of their base wage rate for all hours worked as vacation pay.
11.02 Vacation pay will be paid to employees on each paycheque.

11.03 The Employer will consider vacations at the times requested considering business requirements.

**ARTICLE 12 – GENERAL HOLIDAYS AND HOLIDAY PAY**

12.01 Employees will be entitled to receive an amount equal to four (4%) percent of their base wage rate for all hours worked as holiday pay in lieu of the following holidays:


12.02 Employees required to work on one of the above holidays will receive overtime pay for all hours worked in addition to the holiday pay outlined in Article 12.01.

12.03 Holiday Pay will be paid to employees on each paycheque.

**ARTICLE 13-TRANSPORTATION, TRAVEL AND ACCOMMODATION**

13.01 Preamble

a) It is recognized by the Employer and the Union that the purpose of transportation, travel and accommodation allowances as established in this Article, is to provide a fair means of compensating employees for additional travel and accommodation expenses they may incur while working on jobsites beyond a reasonable distance from their residence.
b) For the purposes of this Agreement, the Employer's base of operations is defined as the center of Edmonton and, Calgary, or the job site. The base of operation will be determined at the pre-job conference.

13.02 Travel and Accommodation Zones

Transportation and accommodation zones with radii of fifty-five (55) and eighty (80) kilometers are established from the Employer's base of operations.

13.03 Daily Travel

a) For projects whose base of operations is defined as Calgary or Edmonton no daily travel allowance will be paid.

b) There is no daily travel within the fifty-five (55) kilometre zone.

c) For daily travel outside the fifty-five (55) kilometre radius, but within the eighty (80) kilometre radius, employees not receiving accommodation allowance will receive payment of one dollar and thirty-five cents ($1.35) per kilometre from their permanent residence to the fifty-five (55) kilometre radius and back to the employee's permanent residence.

d) There will only be daily travel beyond the eighty (80) kilometre radius upon the mutual agreement of the parties.

e) When the Employer provides transportation to the jobsite, there is no daily travel allowance.

f) Employees receiving accommodation allowance will not be entitled to daily travel allowance unless the Employer and Union agree that there is no accommodation available
within the fifty-five (55) kilometre radius from the job site. Employees in this situation, who provide their own transportation, will receive a daily travel allowance of fifty-two cents ($0.52) per kilometre from their temporary residence to the fifty-five (55) kilometre radius and back to the employees’ temporary residence.

13.04 **Travel Allowances**

a) For projects whose base of operations is defined as Calgary or Edmonton, there are no travel allowances.

b) For projects whose base of operations is defined as the job site, any travel allowances will be agreed to at the pre-job conference based on the following criteria:

i) travel allowances will be paid, or travel costs will be covered, for all employees whose permanent residence is outside the 80 km radius of the job site;

ii) travel allowances will be paid from the Union’s Edmonton or Calgary office up to the free zone established in Article 13.03 b), but not within the zone;

iii) travel allowances will be paid at the beginning and end of the project, and also for every shift cycle;

iv) the initial travel allowance will be paid on the employee’s first paycheque. Final travel will be paid on the employee’s final paycheque. The travel allowance earned on each shift cycle will be paid on the first (1st) paycheque following the shift cycle;

v) employees who quit or are terminated for just cause within their shift cycle will not be entitled to shift cycle or terminal travel allowance;
vi) the amount of travel allowances will be subject to Article 26, with the cost of public transportation, the travel allowance amount in Article 13.03 f) and duration of travel as guidelines. The amount will be agreed to on the pre-job form for the project;

13.05 Accommodation Allowance

a) For projects whose base of operations is defined as Calgary or Edmonton no accommodation allowance will be paid.

b) For projects whose base of operations is defined as the job site, accommodation allowance will be paid for all employees whose permanent residence is beyond the eighty (80) kilometre radius from the job site.

c) Daily accommodation allowance will be agreed to by the parties subject to Article 26.02.

d) Where camp accommodations are provided, accommodation allowance will not be paid.

e) The Employer and the Union may agree to reasonable partial accommodation allowances where the employee elects to commute to their place of residence or supplies their own living accommodation.

13.06 Transfers

Stipulated rates of pay will be paid in all cases of transfers from one project to another irrespective of Articles 13.02, 13.03 and 13.04.
13.07 **Special Circumstances**

For selected job sites with peculiar geographic circumstances, the Employer and the Union, by mutual agreement, may establish alternative or amended policies for transportation, travel and accommodation. Such alternative or amended policies will be established for the duration of the job site and will be put into writing and signed by a representative of the Employer and the Union.

**ARTICLE 14 - UNION-MANAGEMENT COMMITTEE**

14.01 a) In order to build a cooperative relationship between the Employer, the Union and the employees, Union-Management meetings will be scheduled as required on each project. The meetings will serve as a forum for discussion and consultation about policies and practices covered by, and not necessarily covered by the Collective Agreement affecting the project. The areas for discussion will include, but not be limited to, the following:

i) review of safety measures covered in Article 15;
ii) matters that affect the working conditions of the employees;
iii) training and promotion;
iv) hiring policies; and
v) discipline and discharge policies;

b) The Employer and the Union will each appoint representatives to the Union-Management Committee. Meeting notes will record the business of each meeting, and copies will be made available to all employees.

14.02 Employees attending the Union-Management meetings during regular working hours will be entitled to their wages. In the
event that such meetings are held outside regular working hours, the Employer agrees to pay the employees their wages for time spent attending such meetings.

ARTICLE 15 - HEALTH AND SAFETY COMMITTEE

15.01 When necessary a Health and Safety Committee will be established to address matters concerning safe work conditions and practices and to maintain a co-operative effort for the safety of the workforce. Meeting notes will record the business of each meeting, and copies will be distributed as the committee determines.

15.02 The Employer and the Union will each appoint representatives to the Health and Safety Committee.

15.03 The Employer will make practicable provisions for the safety and health of its employees during the hours of their employment. Such provisions will be made known to all employees at the time of hire.

15.04 The Union undertakes to give full support to these objectives by promoting safety consciousness and a personal sense of responsibility among its membership.

15.05 It is the intent of the parties to have working conditions that are safe and healthy.

15.06 An employee who is injured on the job during working hours and is required to leave for treatment for such injury will receive payment for the remainder of their shift.

15.07 An employee who is injured on the job and who requires transportation from the work site to a local physician or hospital will receive such transportation provided for by the Employer.
Should an employee require hospitalization for a period of more than one (1) week the Employer will provide transportation to an available facility (within Alberta, British Columbia or Saskatchewan) near the employee's home within Canada at no cost to the employee.

15.08 Modified Work Programs

a) If an employee is injured on the job and requires medical attention, the employee may be entitled to Modified Work and will inform the attending Physician of the same. The Employer reserves the right to require a second medical opinion by a Physician selected by the Employer.

b) The Employer will inform the Physician of the types of Modified Work which may be available to the employee and will make the same available to the employee with the Physician's approval.

c) Where practical, the Employer will inform the Union office of all employees who are assigned modified work and the hours reverted to. The employer is not required to offer overtime hours to employees on modified work programs.

15.09 The parties recognize the need for a safe workplace free of alcohol and drug use, along with employees being fit for duty. To that end, the parties agree that, where it is considered to be appropriate, the Employer has the right to develop a Drug and Alcohol Policy that complies with current legislation. In general, the parties agree to use the COAA Canadian Model for Providing a Safe Workplace (Alcohol and Drug Guidelines and Work Rule), "Canadian Model Version 5.0 effective October 8, 2014" as the minimum basis for the implementation of the Employer's Drug and Alcohol Policy.
ARTICLE 16 - HEALTH AND WELFARE PLAN

16.01 The Employer agrees to pay the amount as set out in Schedules “A” and “B” for all hours worked for each employee towards the Insurance Plan administered by the CLAC Health and Welfare Trust Fund.

16.02 a) Employees are eligible to receive coverage on the first of the month following three hundred and fifty (350) hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plan, which is a condition of coverage.

b) It is the responsibility of each employee to be familiar with the specific details of coverage, (outlined in Schedule “C”) and eligibility requirements of all benefit plans, and that neither the Union nor the Employer, has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this Agreement.

ARTICLE 17 – RETIREMENT SAVINGS PLAN (RSP)

17.01 Retirement Savings Plan (RSP)

a) The Christian Labour Association of Canada (CLAC) Group Retirement Savings Plan (“RSP”), administered by the CLAC Group RSP Board of Trustees, applies to all employees covered by this Collective Agreement. New employees will join the RSP immediately
b) Employees are responsible for completing the applicable form, provided by the CLAC Retirement Team, in order to register the contributions remitted by the Employer.

c) The Employer agrees to contribute the Group RSP amount set out in the applicable Wage Schedule, for each employee, based on the employee’s base wages for all hours worked. This contribution will be remitted to the applicable CLAC Remittance Team.

d) The Employer’s contributions to the RSP will be non-refundable to the Employer once received by the applicable CLAC Remittance Team except where adjustments are required due to administrative remittance errors. Where legislation prohibits an employee from contributing because of age, an amount equivalent to the contributions in the wage schedules will be paid to that employee on each paycheque starting the first pay period after September 1st of the year in which the employee reaches the age of restriction. This payment in-lieu of RSP contributions will not be less than the amount that employee would have received if he/she were still contributing to the RSP.

e) The total amount of RSP contributions remitted by the Employer and on an employee’s behalf cannot exceed the annual maximum RRSP contribution limit outlined by the Canada Revenue Agency. The Employer has no obligation to monitor the employee’s contribution made outside the employment relationship. For greater clarity, it is the employee’s responsibility to ensure he/she does not exceed their annual RRSP contribution limit. If the employee exceeds the annual maximum RRSP contribution limit as a result of contributions made outside the employment relationship, the Employer and the Union shall not be liable for any tax consequence imposed on the employee.
17.02 In the event that a remittance has not been received by the CLAC Remittance Team by the date set out in Article 25.02, the Employer is responsible for compensating the RSP for any missed contributions and investment returns lost by the employee(s) as a result of the late remittance. This compensation amount shall be calculated on all applicable contributions which are part of the remittance. The RSP will allocate the missed contributions and investment returns to the affected employees’ accounts.

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

17.04 The Employer and the Union will cooperate in providing the information required to administer the RSP on the employees’ behalf. The CLAC Retirement Team 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.

17.05 The Employer agrees to provide the CLAC Remittance Team, upon the first remittance, with the full name, date of birth, social insurance number and current address of all employees on whose behalf contributions are being remitted. The Employer further agrees to inform the Union of any changes in the above employee information.
ARTICLE 18 - EDUCATION AND TRAINING FUNDS

18.01 Education Fund (EF)

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to the Union Education Fund.

18.02 Apprenticeship Training Funds (AF)

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to the Union Apprenticeship Training Fund.

18.03 CLAC Alberta Training Trust Fund (TTF)

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to the CLAC Alberta Training Trust Fund. The use of these funds will be for the general operations of CLAC Alberta Training and will be governed by the policies and procedures of the CLAC Alberta Training Trust Fund and its trustees.

18.04 Employer Specific Training Fund (ES)

The Employer agrees to contribute an amount as set out in Schedules “A” and “B” for all hours worked by all employees to an Employer specific training account held in trust by CLAC Alberta Training.

ARTICLE 19 - TOOLS

19.01 All tradesmen will supply their own tools common to their trade. Specialty tools will be provided by the Employer.
19.02 The employees will be held responsible for all tools issued to them by the Employer. The Employer will supply adequate security for all tool storage on the site.

19.03 A tool list will be established by mutual agreement between the Employer and the Union for each trade.

ARTICLE 20 - PROTECTIVE EQUIPMENT

20.01 All employees will wear CSA approved safety hats to be made available by the Employer.

20.02 All employees will wear CSA approved safety shoes where required, furnished by the employees.

20.03 The Employer will supply employees with a reasonable supply of gloves, safety equipment including safety glasses, body harnesses with lanyards, fire retardant coveralls, and rain gear if and when required. Such safety equipment must be returned to the Employer at the completion of the employee’s employment.

Any worn out safety equipment will be replaced upon presentation of the worn equipment. The employees will be held responsible for loss or improper maintenance of Employer furnished items.

20.04 Prescription Safety Eyewear

a) The Employer agrees to reimburse any employee fifty percent (50%) of the cost of prescription safety eyewear up to three hundred dollars ($300.00) according to the following criteria. The employee must have worked 1200 hours with the Employer for the first reimbursement. For any subsequent reimbursement the employee must have
worked an additional 4000 hours from the last time reimbursed.

b) If an individual elects to have corrective laser eye surgery, they are eligible to receive a onetime payment of three hundred dollars ($300.00) subject to the above mentioned criteria. A receipt may be required.

c) When an employee’s prescription safety glasses are damaged while an employee is working on the job site, the Employer agrees to reimburse the employee the cost of an equivalent pair of prescription safety glasses.

20.05 Boot Allowance

Each employee is eligible for a boot allowance of $100.00, one (1) time per year. This allowance will be paid to each employee following completion of the first year of employment, and after each year of work for the employer. Receipts must be submitted.

ARTICLE 21 - LEAVES OF ABSENCE AND BEREAVEMENT PAY

21.01 The Employer may 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) Birth or adoption of the employee’s child;

d) Union activity, other than the establishment of this Agreement;

e) Death of a family member not outlined in Article 21.02;
f) Voting and Jury Duty;
g) Job related training; or
h) Other personal reasons as approved by the Employer.

21.02 An employee will be granted a three (3) day leave of absence with pay, at their appropriate wage rate to make arrangements for and to attend the funeral of the employee’s spouse, common law spouse, child, legal dependent, father, mother, brother, sister, legal guardian, mother-in-law or father-in-law, grandparents, and grandchildren. To receive such pay, the employee must return to work, unless notified of a layoff during the leave. Further time off without pay may be granted by mutual agreement between the Employer and the employee. It is understood the Employer may ask for documentation for verification purposes.

21.03 Following a leave of absence, employees who fail to report back for work as scheduled without giving a justifiable reason will be deemed to have voluntarily quit.

**ARTICLE 22 - GRIEVANCE PROCEDURE**

22.01 The parties to this Agreement recognize the Stewards and the Representatives specified in Article 4 as the agents through which employees will process their grievances.

22.02 Grievances

a) A "Grievance" is a complaint or claim concerning improper discipline or discharge, or a dispute with reference to the interpretation, application, administration or alleged violation of this Agreement.
b) A "Group Grievance" is defined as a single grievance, signed by a Steward or a Representative on behalf of a group of employees who have the same complaint. Such grievance must be dealt with at successive stages of the Grievance procedure commencing with Step 1. The grievors will be listed on the grievance form.

i) A Union "Policy Grievance" is defined as one which involves a question relating to the interpretation, application or administration of this Agreement.

ii) A "Policy Grievance" will be signed by a Steward or a CLAC Representative, or in the case of an Employer's Policy Grievance, by the Employer or his representative.

The grievance referred to above will identify:

i) The facts giving rise to the grievance;
ii) The section or sections of this Agreement claimed to be violated;
iii) The relief requested.

22.03 All the time limits referred to in the grievance procedure herein contained will be deemed to mean "work days". A work day is defined as any day from Monday to Friday. If the parties are attempting to resolve the grievance, or an issue that may become a grievance, through discussion, or other forms of communication, the time limits expressed in this Article, will not be deemed to be in effect. However, either party may at any time unilaterally declare that the time limits are in effect. From the date of that unilateral declaration the time limits will come into effect at the last step filed by either party. The parties may agree in writing to extend the time limits at any time.
22.04 The Employer or the Union will not be required to consider or process any grievance which arose out of any action or condition more than five (5) work days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period will not begin to run until the action or condition has ceased. The limitation period will not apply to differences arising between the parties hereto relating to the interpretation, application or administration of this Agreement.

a) If the Employer does decide to process a grievance which has been presented late, the Employer will not be stopped or precluded at any stage from taking the position that the grievance is late and not arbitrable.

22.05 No employee will have a grievance until they discuss the complaint with their immediate Supervisor or Senior Management who will be made available by the Employer. If the employee’s Supervisor does not promptly settle the matter to the employee’s satisfaction the employee’s proper grievance may be processed as follows:

Step 1

Subject to the conditions of Article 6.05, if a grievance is to be filed it will, within the five (5) work days referred to in Article 22.04 above, be reduced to writing and will be presented to the designated Employer representative by a Steward or a Union Representative. The designated Employer representative will notify the Union representative of their decision in writing not later than five (5) work days following the day upon which the grievance was submitted.
**Step 2**

If the grievance is not settled in Step 1, a Union representative will within five (5) work days of the decision under Step 1, or within seven (7) work days of the day this decision should have been made, submit a written grievance to the designated Employer Representative. A meeting will be held between the Steward or Union representative together with the grievor involved and the designated Employer representative and other representatives of the Employer. This meeting will be held within five (5) work days of the presentation of the written grievance to the designated Employer representative. The Employer will notify the Steward or Union Representative of his decision in writing within five (5) work days of such meeting.

**Step 3**

In the event that the grievance is not settled at Step 2, the party having the grievance may serve the other party with written notice of desire to arbitrate within five (5) work days of the delivery of the decision in Step 2 to the Steward or Union Representative but not thereafter.

**22.06 Union Policy Grievance or Employer Grievance**

a) A Union policy grievance or an Employer grievance must be submitted to the Employer or the Union, as the case may be, in writing, within ten (10) work days of the time circumstances upon which the grievance is based were known or should have been known by the grievor. A meeting between the Employer and the Union will be held within five (5) work days of the presentation of the written grievance and will take place within the framework of Step 2 of Article 22.06 hereof. The Employer or the Union, as the case may be, will give its written decision within seven (7) work days after such meeting has been held.
b) If the decision is unsatisfactory to the grieving party, the grievance may be submitted to arbitration within fifteen (15) work days of the delivery of such written decision and the arbitration section of this Agreement will be followed.

ARTICLE 23 - ARBITRATION

23.01 If a notice of desire to arbitrate is served, the two parties shall each nominate an arbitrator within seven (7) work days of service and notify the other party of the name and address of its nominee. The two arbitrators so appointed shall attempt to select, by agreement, a Chairperson. If they are unable to agree upon a Chairperson within seven (7) work days of their appointment, either party may request the Minister of Employment, Immigration and Industry (Mediation Services) to appoint an impartial Chairperson.

23.02 No person may be appointed as Chairperson who has been involved in an attempt to negotiate or settle the grievance.

23.03 The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson of the Arbitration Board governs.

23.04 Notices of desire to arbitrate and of nominations of an arbitrator shall be served personally, by fax, by e-mail or by registered mail. If served by registered mail, the date of mailing will be deemed to be the date of service.

23.05 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an arbitrator in accordance with Article 23.01, the party not in default may, upon notice to the
party in default, appoint a Single Arbitrator to hear the grievance and their decision shall be final and binding upon both parties.

23.06 It is agreed that the Arbitration Board shall have the jurisdiction, power and authority to give relief for default in complying with the time limits set out in Article 22 and 23 where it appears that the default was owing to a reliance upon the words or conduct of the other party.

23.07 An employee found to be wrongfully discharged or suspended will be reinstated with back pay calculated at an hourly rate or average earnings, as applicable, times normal hours, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitration Board.

23.08 Where the Arbitration Board is of the opinion that there is proper cause for disciplining an employee, but considers the penalty imposed too severe in view of the employee's employment record and the circumstance surrounding the discharge or suspension, the Arbitration Board may substitute a penalty, which, in its opinion, is just and equitable. This clause will not apply to the discharge of a probationary employee.

23.09 Each of the parties hereto will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expense of the Chairperson of the Arbitration Board.

23.10 The Board of Arbitration will not be authorized to make any decisions inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement, nor to adjudicate any matter not specifically assigned to it by the notice to arbitrate specified in Step 3 of Article 22.05 hereof.
ARTICLE 24 – WARNING, SUSPENSION AND DISCHARGE

24.01 An employee may be suspended or discharged for proper cause by the Employer. Proper cause may include:

a) The refusal by an employee to abide by Safety Regulations;

b) The use of illegal narcotics or alcohol or reporting for work while under the influence of such substances;

c) The refusal by the employee to abide by the requirements of the Employer's clients; or

d) The refusal by the employee to abide by the requirements of the Employer's rules, regulations, policies and practices.

24.02 A job steward will be present for all disciplinary actions. When a job steward is not available, the employee may choose another employee to be present.

24.03 In the case of a suspension or discharge, the Union may meet with the Employer within ten (10) work days to attempt to resolve the matter. If the matter is not resolved at this meeting, it may be referred directly to arbitration, by-passing the grievance procedure.

24.04 An employee will be deemed to have voluntarily quit if the employee fails to show up for work or fails to notify the Employer for three (3) consecutive work days without a justifiable reason.
ARTICLE 25 - DUES AND TRUST FUND PAYMENTS

25.01 The parties acknowledge that delinquent payments to the Union as per Article 7 or for any of the Employer contributions to the Funds established in Articles 16, 17 and 18 will pose a serious threat to the plan participants. Therefore the Trustees of the Funds are empowered to take any action in law necessary to collect all Funds owing, and to impose remedies and damages stipulated by the Trust Agreements. All costs of such collection will be borne by the Employer.

25.02 Contributions will be made to the Union Provincial Remittance Processing Centre pursuant to Articles 7, 16, 17 and 18, each month, by the twentieth (20th) of the month following the month of contributions, together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.

25.03 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) work days to correct this error.

25.04 Further to Article 25.03, if the Employer continues to be delinquent in its remittance to the Union as outlined in Articles 7, 16, 17 and 18, the Union or the Trust Funds may impose a penalty of one percent (1%) per month on the amount owing.

25.05 If the Employer satisfies all its obligations under Articles 25.02, 25.03 and 25.04, relating to Articles 7, 16, 17 and 18, the Union agrees the Employer will be saved harmless for any claims, relating to the remittances of Union dues, Union dues arrears, Administration dues, Permit dues, the Health and Welfare plan and the RSP plan, excluding any costs the Employer incurs defending such claims.
25.06 The Employer will, and will be deemed to, keep all Union dues deducted and all contributions to the Funds as set out in Articles 16, 17 and 18, separate and apart from its own monies. The Employer will, and will be deemed to, hold the sum in trust on behalf of the employees until the Employer has paid such monies to the applicable Trust Fund or Union Provincial Remittance Processing Centre. In the event of the bankruptcy (or any similar event) of the Employer, an amount equal to the amount that is owed to the applicable Trust Fund or Union Provincial Remittance Processing Centre for Union dues, Administration dues and or Permit dues and contributions that the employees are entitled to, will be deemed to be separate from and form no part of the estate that is in bankruptcy (or any similar event), whether or not that amount has in fact been kept separate and apart from the Employer’s own money.

ARTICLE 26 – COLLECTIVE AGREEMENT AMENDMENTS

26.01 The wage rates and other provisions set out in this Agreement may be amended by mutual agreement if there are significant changes in the industry or for specific projects or to enable the Employer to compete with non-union competition and/or with other specific union project agreement rates. Either party may request that negotiations commence by giving notice in writing. The Employer and the Union agree to have representatives meet for discussions within thirty (30) work days of receiving the request from the other party. Any amendment resulting from the discussions under these terms will be put in writing and signed by a representative of the Employer and a Representative of the Union.
26.02 **Pre-Job Conferences**

a) The Employer will notify the Union that a project has been awarded to the Employer following the award. Prior to the start of each project, a pre-job conference will be held to determine all site-specific issues as outlined in this Agreement. This conference may be conducted via telephone, through a scheduled meeting or by some other practical means as agreed to by the parties.

b) A copy of the signed pre-job conference report will be provided to the Employer and the Union.

**ARTICLE 27 - DURATION**

27.01 This Agreement will be effective on the first (1st) day of March, two thousand and seventeen (2017) and will remain in effect until the first (1st) day of March two thousand and nineteen (2019) and for further periods of one (1) year unless notice is given by either party of the desire to delete, change, amend or cancel any of the provisions contained herein, within the period from one hundred twenty (120) to sixty (60) calendar days prior to the renewal date. Should neither of the parties give such notice, this Agreement will renew for a period of one (1) year.

27.02 Should negotiations not be completed prior to the expiration date of this Agreement all negotiated items will be retroactive from the date of signing to the expiration date of the expired agreement.
27.03 Until a new agreement has been concluded, all provisions in this Agreement will remain in full force and effect.

DATED at Edmonton, Alberta, this 16th day of October, 2017

Signed on behalf of Link Scaffold Service Inc.

Per Authorized Representative

Signed on behalf of CONSTRUCTION WORKERS UNION, CLAC LOCAL NO. 63

Per Authorized Representative

Per Authorized Representative

Per Authorized Representative
## CLASSIFICATIONS AND WAGES

### Link Scaffold Service
#### Schedule "A-1"
**General Alberta**
**Effective March 1, 2017**

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<th>RSP 8%</th>
<th>H&amp;W</th>
<th>Education</th>
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### Link Scaffold Service
#### Schedule "B-1"
**Wood Buffalo Maintenance**
**Effective March 1, 2017**

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**Wood Buffalo Construction**
**Effective March 1, 2017**

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Schedule “A” and “B” Notes:

1. The following Premiums will be added to the base wage rate and will affect RSP, Pension, Overtime and Vacation/Stat Pay.

- Foreman $3.50/hr
- General Foreman $7.00/hr
- Night Shift $2.00/hr
- Steward $0.50/hr
- Steward w/ Tool Box 1 $0.75/hr
- Steward w/ Tool Box 2 $1.00/hr
- Steward w/ Tool Box 3 $1.25/hr
- Chief Steward w/ Tool Box 1 $1.50/hr
- Chief Steward w/ Tool Box 2 $1.75/hr
- Chief Steward w/ Tool Box 3 $2.00/hr

3. RSP Amounts
   a) Apprentices:
      - RSP amounts will be based on Apprenticeship Base Wage Rate including applicable premiums;
      - (No compounding on overtime)
   b) Journeyperson:
      - RSP amounts will be based on the Journeyperson Base Wage Rate including applicable premiums.
      - (No compounding for overtime)

4. Article 13 Travel and LOA amounts
   13.03(c): $1.35/km
   13.03(f): $0.52/km
5. **Apprentices and Trainees**

**Scaffolders:**
The Company may endeavor to require a scaffold to have proven SIA competency at the appropriate level before advancing to the next level. Scaffolders must register as an SIA Scaffold, and then proceed with proving competency. SIA registration can be done through the CLAC training centre in cooperation with the Company. SIA course and course challenges can be arranged through CLAC Training Centre in Edmonton.
SCHEDULE “C” - OUTLINE OF INSURANCE COVERAGE
FOR GOLD PLUS PLAN

(This schedule does not form part of the collective agreement. It is for information only. Unless otherwise noted, all Insurance coverage expires at age seventy-five (75). In case of differences to the insurance contract, the insurance contract will apply).

- $100,000.00 life insurance per employee under the age of 65; $50,000 per employee from age 65 up to and including age 74;
- $100,000.00 A.D. &D. per employee under the age of 65; $50,000 per employee from age 65 up to and including age 74;
- dental plan at the latest fee schedule available;
  Basic services: 100% up to $2,000 per person annual
  Comprehensive: 50% up to $2,000 per person annual
  Orthodontic: 50% up to $3,000 lifetime maximum per child under 19;
- prescription drug plan for employee and family at 80% up to $3,000 per person annually (or the provincial pharmacare cap, if applicable) and 100% thereafter;
- optical insurance for employee and family;
  under 21: $300 per year
  over 21: $300 every two years
- extended health coverage for employee and family;
- semi-private hospital coverage with no deductible for employee and family;
- short term disability insurance with sixty percent (60%) weekly basic earnings to a maximum of six hundred ($600.00) per week. Weekly benefits, payable after the first (1st) day of accident or hospitalization, and the fourteenth (14th) day of illness for a maximum of one hundred nineteen (119) days (1/14/119).
- long term disability insurance with sixty percent (60%) of earnings, maximum of $2,600.00 per month, per employee, payable after one hundred nineteen (119) days until age 65 (119/65).
- Emergency Travel Assistance
- EFAP (Employee and Family Assistance Program)

BENEFITS INFORMATION

CLAC BENEFITS TEAM  www.clac.ca  1-888-600-2522
CLAC RETIREMENT MEMBERCARE  1-800-210-0200
(Group RSP & Pension Plan)
GREEN SHIELD CANADA (access through myCLAC.ca)  1-888-711-1119
MORNEAU SHEPELL (EFAP)  www.workhealthlife.com  1-844-880-9142
WE’RE COMMITTED TO YOU

Positive Work-Life
We are a modern union with a modern attitude. We don't just help create a better workplace, but a better work-life, helping you get the most out of every day.

Champions of You
We make your voice heard. We lead positive change. And through it all, we keep you working.

Everyday Greatness
We believe that greatness is in all of us. That when you enjoy what you do, when you feel valued and respected, supported and secure, everyone—you, your family, and your community—benefits.
LINK SCAFFOLD SERVICE INC.
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Edmonton, AB T6P 1W3
Telephone: (780) 449-6111
Facsimile: (780) 449-2572

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CLAC RETIREMENT
1-800-210-0200

CLAC BENEFITS
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CLAC TRAINING
1-888-700-7555

CLAC JOBS
1-877-942-5627