



collective agreement handbook



Welcome to the Grand Sierra Employees' Association!



The Grand Sierra Employees' Association is proud to offer outstanding service to its membership. That means negotiating collective agreements that you vote on with important provisions such as wages, retirement savings plans, health & welfare plans and training and career development opportunities.

We also pride ourselves on being accessible and responsive. If you have questions or concerns we are here to help.

You can contact the Association by email at info@grandsierraea.ca or by phone at 1-833-293-9232.



## Welcome to Grand Sierra Construction Inc.!

On behalf of the management and staff of Grand Sierra we would like to welcome you to our team. Our job sites are team based environments where everyone gets recognized for the important role they play. We believe that all employees have the potential to do great things and are committed to a job site structure that includes opportunities for growth and advancement.

GRAND SIERRA

We never lose sight that our people are what makes us successful and wish you a rewarding career with us.

Sincerely,

Adam Noden

United Workforce Group of Alberta

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## Provincial

Collective Agreement

Between

Grand Sierra Construction Inc. (hereinafter referred to as the "Employer")

and

United Workforce Group of Alberta (hereinafter referred to as the "Association")

(collectively, the "Parties")

January 21, 2024 - January 20, 2026

#### ARTICLE 1 - PURPOSE

1.01 This Agreement has been developed to provide a clearly understood framework for the relationship between the Association, the Employer, and the Employees. The objectives of this relationship include supporting healthy dialogue between the Parties so that misunderstandings and disputes can be settled in a timely manner at the lowest possible level. Further, this relationship focuses on advancing common goals so that everyone can share in the success of the enterprise.

#### **ARTICLE 2 - RECOGNITION**

2.01 a) The Employer recognizes the Association as the only bargaining agent representing the employees of the Employer in the bargaining units described by Alberta Labour Relations Board in Certificates No. C2122-2023 All General Construction Employees.

> The Employer also recognizes the Association's role in negotiating and administering the terms and conditions of this Agreement and all matters related to it, including other matters under the law. The Agreement can only be amended by the written mutual agreement of the Parties.

> b) This Agreement covers all general construction employees in the Province of Alberta except managers, supervisors, head office clerical, and those excluded by the Alberta Labour Relations Code.

- 2.02 The Association will notify the Employer of its appointed Representatives. Representatives are authorized to act as agents of the employees consistent with Article 2.01 (a).
- 2.03 The Parties may agree to amend the Agreement on a project or sitespecific basis. This can be done if the parties have specific concerns that are not addressed in the Agreement or if the Parties agree that unique circumstances require adjustments to the Agreement in order

to competitively bid on a particular project. All amendments to the agreement will be put into writing and signed off by the parties.

#### ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Association recognizes that the Employer's management rights include the rights to:
  - a) manage the enterprise, including the scheduling of and location of work and the control of materials;
  - b) The parties may agree to amend the Agreement on a project or site specific basis.
  - c) maintain order, discipline, and efficiency;
  - make, alter, and enforce, from time to time, rules, regulations, policies, and practices to be observed by employees;
  - e) hire, classify, assign, direct, transfer, promote, demote, layoff, suspend, discharge, and adjust hourly rates within classifications as per schedule A provided that such actions are consistent with the purpose and terms of this Agreement. It is understood that a claim by any employee of discipline or discharge without just cause will be subject to the Grievance Procedure;
  - f) to meet and communicate with Employees;
  - g) to employ part-time Employees, casual workers, and direct service providers
  - to investigate Employee misconduct, including conducting reasonable searches;
  - to determine schedules of work, methods, processes, and means of performing work, job content, and requirements, Employee qualifications, the number of Employees needed

by the Company at any time and how many will work in any job, the number of hours to be worked, starting and quitting times, assignment of overtime, and production schedules;

- to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance, to determine the work to be done, the products or services to be provided and sold, to determine standards of performance, and to determine whether to perform or contract for goods and services;
- k) to manage the enterprise and its business, subject to the terms of this Agreement.
- **3.02** The Company may contract out work covered by this Agreement.
- 3.03 Failure by the Employer to exercise any of its Management Rights or other rights will not be considered to be an abandonment or waiver of those rights or estop the Employer from exercising those rights.

#### ARTICLE 4 - ASSOCIATION STEWARDS

- 4.01 The Association has the right to appoint Stewards and will notify the Employer of the names of Stewards. Stewards are authorized to enforce this Agreement and may attempt to settle disputes or misunderstandings in a timely and efficient manner through constructive dialogue with the Employer. Stewards are also authorized to file grievances and to provide representation to employees in matters relating to this Agreement. Stewards are not authorized to amend the terms or conditions of this Agreement.
- 4.02 Stewards will not leave their work to deal with disputes or grievances without first obtaining the permission of the Employer. Permission will not be withheld unreasonably and the Employer will pay Stewards at their regular hourly rates while attending to such matters.
- 4.03 The Parties will respect the "work now, grieve later" axiom recognizing that matters of health and safety may be an exception to this rule.

- 4.04 Stewards will receive an hourly premium as set out in Schedule A of this Agreement. The Association will advise the Employer of the names of the Stewards.
- 4.05 The number of Stewards will not exceed one (1) for every fifty (50) employees on a shift. Stewards will be laid off or reduced in number in accordance with the completion of the various phases of a project. Where possible, the Employer will notify the Association prior to layoff if a Steward is affected by a planned layoff.

#### ARTICLE 5 - ASSOCIATION - EMPLOYER CONSULTATION COMMITTEE

- 5.01 The Association and the Employer agree that everyone's interests are advanced when communication between the Employer, the Association, and employees is open and constructive.
- 5.02 The parties will meet at least quarterly, or as often as required, during the term of this Agreement for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.
- 5.03 The purpose of this Consultation Committee is to promote the cooperative resolution of workplace issues, challenges, disputes or misunderstandings as they arise and for the sharing of industry information that is relevant to the parties.
- 5.04 The Employer and the Association will each appoint up to four (4) representatives to the Committee. Meetings will normally be scheduled during regular working hours and, where such is the case, employees will be compensated as though they were working. A copy will be mailed, faxed, or emailed to the other party's office within 7 days of the meeting. The Employer commits to posting the minutes on all active sites.
- 5.05 The Employer recognizes the Grand Sierra Employees' Committee as agents through whom the Association will work directly with the Employer to advance the interests of workers in the bargaining unit. The role of this committee will involve Employer Consultation, bargaining,

. 06 grievance processing, employee engagement, steward selection, and other functions that help in the advancement of worker interests.

#### ARTICLE 6 - GRIEVANCE PROCEDURE and ARBITRATION

- 6.01 A grievance is defined as a complaint or difference of opinion between the Employer and the Association or between the Employer and an employee regarding the interpretation, application, or alleged violation of this Agreement.
- 6.02 The Parties recognize that Stewards and Representatives of the Association are the agents through whom employees will process their grievances.
- 6.03 Where the Employer has a grievance, it must be presented to the Association in writing specifying the facts relating to the grievance within ten (10) days of the act or condition causing the grievance. The Association must forward a written response to the Employer within ten (10) days of receipt of the written grievance. Where there is no resolution, the Employer may submit the grievance to Arbitration.

#### 6.04 Step 1

Prior to an employee filing a formal grievance, the employee is encouraged to bring the matter of contention to the attention of the Employer. This should be done through the person to whom the employee typically reports unless that person is directly involved in the alleged dispute. In such a case, the employee may elect to bring the matter up with another member of the management team. An employee may be accompanied by a steward during such a meeting.

#### Step 2

A grievance must be presented to the Employer in writing, specifying the facts relating to the grievance within ten (10) days of the act or condition causing the grievance. The Employer must forward a written response to the grievor and the Association Representative within ten (10) days of receipt of the written grievance.

#### Step 3

If the grievance is not resolved at Step 2, or if the Employer fails to respond, the Association may file the grievance as a Step 3 grievance with the Workforce Manager. The parties will meet (or make mutually acceptable alternate arrangements to communicate) within fourteen (14) days of the filing of the Step 3 grievance. The Employer

will forward a written response to the grievor and the Association Representative within ten (10) days of the date of the meeting.

Association policy grievances will start at Step 2.

#### 6.05 Arbitration.

If the parties are unable to settle the grievance under Step 3, the Association may give written notice of its intent to refer the grievance to arbitration.

Within seven (7) days of the Association providing written notice to arbitrate, the parties will attempt to obtain agreement on referring the matter to an agreed upon single Arbitrator. Alternatively, the Parties may apply to Alberta Mediation Services for the appointment of an arbitrator.

After an arbitrator has been chosen or assigned, the arbitrator will meet with the authorized representatives of the parties in a hearing to ascertain both sides of the case.

In cases of discipline or discharge, if the arbitrator is of the opinion that the penalty imposed was too severe, the arbitrator is empowered to substitute a penalty which, in the opinion of the arbitrator, is just and equitable. The decision of the arbitrator will be final and binding and applied immediately.

The arbitrator must not overturn the termination of a probationary employee.

The parties will equally bear the expense of the arbitrator.

- 6.06 If a party refuses or neglects to answer a Grievance at any stage of a Grievance Procedure, the other party is entitled to advance the Grievance to the next step of the applicable Grievance Procedure provided such advancement is completed within the applicable time limits.
- 6.07 The arbitrator is not 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.

- 6.08 All the time limits referred to in the grievance procedure are mandatory and will be deemed to mean "calendar days".
- 6.09 The parties may agree in writing to extend the time limits in this Article at any time.

#### ARTICLE 7 - ASSOCIATION MEMBERSHIP AND HIRING PROCEDURES

- 7.01 The Association and the Employer will strive to build and maintain a safety-conscious, productive and competent labour force. The parties recognize that the Employer has the right to hire new employees as needed. Where the Employer requires new or additional Employees, the Association will be notified and will provide the Employer with a list of members available for employment for due consideration by the Employer.
- 7.02 Employees will be hired on a ninety (90) work day probationary period. The parties agree that the layoff or discharge of a probationary employee because of skills, abilities, or suitability for continued employment is at the discretion of the Employer. The dismissal of a probationary employee will not be done in a manner that is discriminatory, arbitrary, or in bad faith.
- 7.03 An employee who returns to the Employer after quitting, being terminated for just cause, or being laid off for more than 6 months, and not employed by another PCL company willserve a new probation period.
- 7.04 Probationary employees are covered by the Agreement with the exception of those clauses that specifically exclude them. The termination of a probationary employee may be the subject of a grievance, but not arbitration. The Employer's determination of the grievance at Step 2 will be final and binding.
- 7.05 All employees covered by this Agreement must apply to become members at time of hire and must maintain membership in good standing in the association as a condition of employment.

7.06 The Employer will deduct Association dues and Initiation fees, where directed and applicable, from each employee's pay at a rate of one and one-quarter percent (1.25%) per hour worked. Dues and initiation fees will be remitted to the Provincial office of the Association each month by the 20<sup>th</sup> of the month following deduction. Along with the remittance, the Employer will include an itemized list of employees for whom deductions were made, information on new, dismissed, or laid off employees in addition to the name, address, start / end date, classification, wage rate, and any applicable premiums.

#### **ARTICLE 8 - LAYOFFS**

8.01 The Employer agrees to notify the Association office of the names of employees laid off within the pay period of the date during which the lay-off occurred, together with each employee's classification and latest available contact information.

#### ARTICLE 9 - DISCHARGE, SUSPENSION, AND WARNING

9.01 Without restricting the Employer's right to immediately suspend or terminate an employee for just cause based upon the circumstances of any particular case (including a first infraction), the Parties recognize the use of progressive discipline. Progressive discipline is a process for dealing with job-related behaviour and/or performance that does not meet expected and communicated standards. Progressive discipline is based upon the idea that the severity of discipline will increase with each instance of misconduct by the same employee. One of the purposes of progressive discipline is to communicate to the employee that a performance or behavioural issue exists and that there is an opportunity for re-direction or improvement. The options available to the Employer include verbal warnings, written warnings, suspensions of varying lengths, demotions or other workplace adjustments, and terminations. Subject to the grievance procedure, it is the right of the Employer to determine what discipline is suitable for particular misconduct, based on all of the circumstances (including the seriousness of the misconduct, the employee's work and discipline record, any mitigating circumstances, etc.). Where appropriate, the steps in the progressive discipline process may be bypassed.

- 9.02 When the conduct of an employee calls for a written warning, it will be presented to the employee with accompanying explanation as required. A job steward or Association Representative, in person or by phone, should be present for all disciplinary meetings unless the employee waives this right. A copy of all written warnings will be provided to the affected employee.
- 9.03 An employee may be suspended or discharged for just cause by the Employer. Just cause may include but not limited to the refusal of an employee to:
  - · abide by Safety Regulations, or;
  - · comply with the Employer's Drug & Alcohol guidelines, or;
  - abide by the requirements of the Employer's clients, or;
  - abide by the requirements of the Employer's rules, regulations, policies and practices, or;
  - Insubordination / Willful misconduct.
    Such suspension or discharge is subject to the Grievance procedure.
- 9.04 The following types of misconduct constitute serious misconduct and subject to immediate termination (subject to all the circumstances): theft, fraud, assault, harassment, illegal actions, dishonesty, and breach of confidentiality.
- 9.05 An Employee will be deemed to have voluntarily resigned if the Employee fails to contact the Employer and does not show up for work without the approval of the Employer for 3 consecutive days.

#### ARTICLE 10 - Tools

10.01 All tradespersons shall supply their own tools common to their trade except power tools. See schedule B.

# ARTICLE 11 - TRANSPORTATION, TRAVEL TIME, AND OUT-OF-TOWN JOBS

- 11.01 The Employer and the Association may establish by mutual agreement the particulars of all travel allowances, transportation terms, and accommodation / meal allowances as may apply to a project or job, in a Pre-Job Conference Report for each job, subject to the requirements of the Employer's clients.
- 11.02 When a job requires a night shift crew, where a majority of normal hours of work will occur between 7:00 PM - 7:00 AM, for a duration of longer than two weeks, the Employer will meet with the Association to discuss terms and conditions for night shift premiums.

#### ARTICLE 12 - PRE-JOB CONFERENCE REPORTS

12.01 The Employer will engage the Association in determining the terms and conditions for specific sites and projects in a timely manner through the process of a Pre-Job Conference Report. Pre-Job Conferences may take place prior to the Employer being awarded a project, or will be held once the Employer has been awarded the job.

#### **ARTICLE 13 - SAFETY**

- 13.01 It is the intent of the Parties to have working conditions that are safe and healthy and do not expose employees beyond the hazards inherent to the operation of the process in question. The Parties will work together to support a safe workplace and safe work practices.
- 13.02 The Employer will publish safety rules and procedures in a Safety Manual and provide copies to the Association and employees upon request.

Employees have the right to refuse to work, as per OH&S regulations, on or with unsafe equipment, tools, or working conditions.

**13.03** 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 his/her shift.

- **13.04** An employee who is injured on the job and requires transportation from the work site to a local physician or hospital shall receive such transportation provided for by the Employer.
- 13.05 All safety matters will be handled in accordance with the established Workers' Compensation procedures and the Employer's Safety Manual.

#### 13.06 Modified Work Programs

If an employee is injured on the job and requires medical attention, the employee is entitled to modified work and he will inform the attending physician of the same. The Employer will inform the physician of the types of modified work available to the employee and make the same available to the employee with the physician's approval and subject to medical confirmation of ability to work.

#### 13.07 Drug and Alcohol Testing

Employees will comply with all site access drug and alcohol test requirements, post incident testing requirements, and Grand Sierra Drug and Alcohol Guidelines which follows the COAA Canadian model version 6.0 effective July "2018", as a minimum basis for the implementation of the Employers Drug & Alcohol program.

#### ARTICLE 14 - BEREAVEMENT, LEAVES OF ABSENCE

- 14.01 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:
  - marriage of the employee;
  - sickness of the employee or in the employee's immediate family;
  - · birth of an employee's child; and
  - death of a family member outlined in Article 13.04.
- 14.02 An active employee will be granted up to two (2) days' paid bereavement leave when a death occurs in the employee's immediate family. Immediate family is defined as: spouse (including common law spouse), child, parent, sibling, mother-in-law, father-in-law, grandchild,

or grandparent. To receive bereavement, pay, the employee must return to work unless notified during the leave of a layoff and must, upon request, provide the Employer with proof of death or funeral. Such proof may include name and phone number of the funeral home, newspaper clippings, etc. Further unpaid time may be granted by mutual agreement between the Employer and the employee.

14.03 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 15 - WORK STOPPAGES

**15.01** The Parties agree to comply with the Alberta Labour Relations Code requirement that during the term of this Agreement, including while negotiations for a further agreement are being held:

a) the Association will not declare or authorize any strike, slowdown, or any stoppage of work, or otherwise restrict or interfere with the Employer's operation through its members; and

**b)** the Employer will not engage in any lockout of its employees, including by deliberately restricting or reducing the hours of work when this is not warranted by the Employer's workload.

**15.02** The Parties agree that any employee who participates in any illegal strike activity, illegal picketing, slowdown, or other collective activity either complete or partial, which could interfere with or restrict the Employer's production, will be subject to discipline up to and including dismissal.

#### ARTICLE 16 - CLASSIFICATIONS AND RATES OF PAY

16.01 The rates of pay and benefit amounts for the job classifications covered by this Agreement are set out in the wage Schedules. The Parties will jointly determine the wage and benefit schedule applicable to a particular project, through a Pre-Job Conference Report or otherwise.

The Parties agree that the wage and benefit rates in the Schedules are subject to review and possible renegotiation. Wage reviews will be held once per anniversary year of the agreement. If the parties cannot come to an agreement, either party may refer the matter to arbitration under this Agreement.

16.02 If the Employer introduces a new classification which is not covered by the Schedule of Wages, the rate of pay will be the subject of negotiation between the Parties. If no agreement is reached within thirty (30) days of the creation of the new classification, either party may refer the matter to arbitration.

#### 16.03 <u>Show Up Time</u> It is the responsibility of the employee to provide a reliable phone number so that the Employer can pass along information as required.

#### 16.04 <u>Starting Work</u>

An employee who starts work and is prevented from completing their normal work day will receive a minimum of three (3) hours' pay at their regular hourly rate except when the work is suspended because of inclement weather or other reasons completely beyond the control of the Employer in which case the minimum will be three (3) hours' pay.

- 16.05 The Employer may assign employees to any work regardless of the employee's classification. The classifications are meant to describe the general level of skill and capability rather than limit the tasks and jobs that can be performed by the employee.
- 16.06 When there is a shortage of work in a specific classification for which an employee was hired that would normally result in a layoff, the Employer may offer that employee the option to work in another classification for which the employee is suitable, instead of being laid off. The employee will be paid the rate for the new classification. This change in position will be recorded in writing, signed by the Employer, the employee and a Steward.

#### ARTICLE 17 - HOURS OF WORK AND OVERTIME

- 17.01 Hours of work will be based on the project needs of the Employer and its clients.
- 17.02 The regular work week will consist of forty-four (44) hours per week, consisting of four (4) nine (9) hour days and one (1) eight (8) hour day, Monday to Friday inclusive.

a) Employees will be paid overtime at the rate of one and one half (1.5) times the employee's straight time hourly rate of pay for the following hours worked:

- All hours in excess of nine (9) regular straight time hours worked on any day;
- All hours in excess of forty-four (44) regular straight time hours worked per week

If an employee is absent from work during a given week, it is understood that no overtime will be paid for additional days worked until the employee exceeds forty-four (44) regular straight time hours of work for that week.

- 17.03 When a statutory holiday falls on a regular day off, employees will be given a day off in lieu thereof within the same two (2) week period, subject to scheduling requirements.
- 17.04 The Employer and the Association may, on a site or project basis, agree to alternative schedules, in a Pre-Job Conference Report or otherwise. Schedules will be determined in conjunction with the needs of the project or Employer's client.
- 17.05 Overtime must be authorized in advance by the Superintendent or a designate.
- **17.06** Hours of work and overtime as set out in this Agreement may be modified by mutual agreement between the Employer and the Association for selected contract projects. Such amendments will be noted on the Pre-Job Conference Report. All prospective employees will be made familiar with the hours of work and overtime provisions of the Pre-Job Conference Report prior to accepting employment with the Employer.

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17.07 There will be two (2) paid coffee breaks of fifteen (15) minutes duration during each shift, one in the first half of the shift and one in the second half of the shift.
 At the employer's option, the two (2) coffee breaks of fifteen (15) minutes duration may be combined into one (1) break of thirty (30) minutes duration.

Employees will receive a fifteen (15) minute coffee break at the start (or at the earliest convenience when performing critical tasks) of each two (2) hour period worked beyond the regular day. If the overtime is expected to be less than one (1) hour, this additional break will not apply.

17.08 Nothing in this Agreement constitutes a guarantee of hours.

#### ARTICLE 18 - VACATIONS AND VACATION PAY

18.01 All employees will be entitled to receive an amount equal to six (6%) percent of their regular earnings as vacation pay.

When an employee has accrued 20,000 straight time hours their vacation pay will increase to seven (7%) percent.

When an employee has accrued 40,000 straight time hours their vacation pay will increase to eight (8%) percent.

- 18.02 Vacation Pay will be paid to employees on each pay.
- **18.03** The Employer will consider vacations at the times requested by the employees subject to business requirements.

#### ARTICLE 19 - HOLIDAYS AND HOLIDAY PAY

19.01 Employees will be entitled to receive an amount equal to four (4%) percent of their regular earnings in lieu of the following holidays:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day, or any further days proclaimed by the Provincial Government.

- 19.02 Employees required to work on one of the above holidays will receive overtime pay for all hours worked in addition to the holiday pay
- 19.03 Holiday pay will be paid to employees on their regular pay and upon termination of employment.

#### ARTICLE 20 - HEALTH AND WELFARE PLAN AND RETIREMENT SAVINGS PLAN (RSP)

- 20.01 The Employer agrees to pay the amounts set out in Schedule A for all hours worked to the offices of the designated benefit provider for purposes of Health and Welfare coverage.
- 20.02 It is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans. Neither the Association 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.
- 20.03 Employees are eligible to receive coverage on the first of the second month following 300 hours worked. It is the responsibility of the employee to complete the enrolment form for the benefit plans, which is a conditionof coverage.
- 20.04 a) The Employer agrees to contribute the amounts set out in Schedule A for all hours worked on behalf of each employee to the group Retirement Savings Plan administered by the Employer.

b) Contributions to the employee's Retirement Savings Plan, will be made monthly. The Association will be saved harmless for all contributions and administration of the RSP.

20.05 The Employer agrees to co-operate in allowing additional employeeauthorized payroll deductions towards the RSP.

#### ARTICLE 21 - GENERAL

- 21.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a court of law, arbitrator, or labour tribunal, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable and the remainder of the Agreement continues in full force and effect.
- 21.02 This Agreement is governed by the laws of Alberta.
- 21.03 This Agreement is the entire agreement between the parties with respect to its subject matter. However, this Agreement may be amended at any time by written agreement of the Association and Employer.
- 21.04 Should any government legislation or regulation vary conditions as defined in this Agreement, such conditions, where more favourable, will automatically apply.
- 21.05 There shall be a wage and benefit review on or before June thirtieth (30<sup>m</sup>), two thousand and twenty-four (2024) and January first (1<sup>m</sup>), two thousand and twenty-five (2025) and every year thereafter until the expiration of this Agreement. There will also be a performance review on or before February fifteenth (15<sup>m</sup>), two thousand and twenty-four (2024). Criteria for a wage increase is based off the scorecards criteria outlined in Schedule "A" of the Collective Agreement.
- 21.06 Effective on the date of ratification, all workers who have accumulated one thousand eight hundred and fifty (1850) hours with a PCL company and haven't utilized a boot allowance with a PCL company in the past year is eligible for up to one hundred and seventy-five (\$175) dollars. Workers must include an original receipt for reimbursement up to a maximum of \$175. This boot allowance can occur every 1850 hours and cannot be banked for payments above \$175.

#### ARTICLE 22 - DURATION

22.01 This agreement is effective from January 21, 2024 - January 20, 2026 and for further periods of one (1) year, unless notice is given by either

party of the desire to delete, change, or amend any of the provisions contained herein within four (4) months immediately preceding the date of the expiry of the Agreement. Should neither of the parties give such notice, this agreement will automatically renew for a period of one (1) year.

22.02 Until a new Agreement has been concluded, all provisions in this Collective Agreement remain in full force and effect.

DATED at Edmonton, Alberta, this 9th day of February 2024.

Signed on behalf of Grand Sierra Construction Inc.

Signed on behalf of United Workforce Group of Alberta

IN

Authorized Representative

Authorized Representative

Adam Noden

Mark Phillips

SCHEDULE "A" WAGE RATES AND RANGES January 21, 2024			
Classification New Wage			ages
Carpenter Foreperson	\$41.50	-	\$42.74
Carpenter Leadhand	\$40.00	-	\$41.50
Carpenter Journeyperson	\$35.84	-	\$40.00
Carpenter Apprentice - Year 4 (90%)	\$32.26	-	\$36.00
Carpenter Apprentice - Year 3 (80%)	\$28.68	-	\$32.00
Carpenter Apprentice - Year 2 (70%)	\$25.05	-	\$28.00
Carpenter Apprentice - Year 1 (60%)	\$21.53	-	\$24.00
Formfitter	\$28.21	-	\$35.10
Concrete Finisher Foreperson	\$38.79	-	\$40.79
Concrete Finisher Leadhand	\$35.84	-	\$39.21
Concrete Finisher Journeyperson	\$36.10	-	\$38.10
Concrete Finisher Apprentice - Year 3 (85%)	\$30.68	-	\$32.37
Concrete Finisher Apprentice - Year 2 (75%)	\$27.10	-	\$28.58
Concrete Finisher Apprentice - Year 1 (65%)	\$23.47	-	\$24.79

Labourer Foreperson	\$32.58	-	\$35.10
Labourer Leadhand	\$29.31	•	\$31.79
Labourer Masonry	\$26.05	-	\$29.31
Labourer Shipper Receiver	\$24.95	-	\$27.16
Skilled Labourer	\$22.50	-	\$27.42
Labourer	\$18.26	-	\$22.50
Operator Equipment	\$25.79	-	\$29.58
Operator Tower Crane Site Lead	\$44.47	-	\$47.10
Operator Tower Crane Journeyperson	\$42.31	-	\$44.95
Operator Tower Crane Apprentice - Year 2 (85%)	\$35.95	-	\$38.21
Operator Tower Crane Apprentice - Year 1 (70%)	\$29.63	-	\$31.47
Operator Mobile Crane Journeyperson	\$40.16	-	\$41.95
Operator Mobile Crane Apprentice - Year 3 (90%)	\$36.16	-	\$37.74
Operator Mobile Crane Apprentice - Year 2 (80%)	\$32.10	-	\$33.53
Operator Mobile Crane Apprentice - Year 1 (70%)	\$28.10	-	\$29.31
Rigger	\$23.89	-	\$27.16
Surveyor	\$34.74	-	\$39.47

Note: Merit based wage schedule with semi-annual reviews

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Stewards premium for all hours worked. This rate will not compound with overtime, or any other premiums:

- 1. 0 2000 hours worked as a steward for Grand Sierra \$0.50/hour
- 2. 2001+ hours worked as a steward for Grand Sierra \$1.00/hour

Wages rates are determined by a performance-based process within a negotiatedwage scale. Workers are assessed every 6 months via report card assessments.

#### "SCHEDULE A" GUIDELINES

The intent of the Wage Range is to recognize those that excel in their craft and have a proven record of performing at a high standard on Grand Sierra Construction projects.

- 1. Employees working for another PCL Company will not be subject to the Performance Based Compensation schedule.
- Employees who serve a new probationary period after April 30, 2019 will fall under "Schedule A - Wage Rates" and the rate of pay within the wage ranges will be determined by Grand Sierra Construction management at the time of hire.
- The Employer reserves the right to determine the rate of pay and any increase applicable to an individual employee in the future. All wage rate changes will fall within the negotiated wage ranges.

#### COMPENSATION REVIEW

Compensation will be reviewed for each employee biannually, April 1st and October 1st, for employees that are below the maximum wage rate using the performance management system, outlined below.

#### Criteria for the Review:

- 1. Report cards will be completed by a Supervisor.
- Report cards are weighted by classification and required skill set with a total score of 25 points.
- Supervisors are required to fill out quarterly report cards for each employee, where a minimum of 2 report cards are required for the Compensation Review, April 1st and October 1st, of each year.

- If an employee receives an average score of 19 or greater on their previous 4 report cards (minimum of 2), they will be eligible for the Compensation Review.
- Report Card reviews between the employee and their supervisor will include ratings and comments in the following categories:
  - a. Safety
  - b. Communication
  - c. Leadership Abilities
  - d. Trade and Organizational Skills
  - e. Administrative Skills
  - f. Payroll Attendance Records
  - g. Training and Certifications
- All employees eligible for a Compensation Review will be assessed by the Compensation Review Committee, which is comprised of the Grand Sierra Employees' Committee and Grand Sierra Construction Management.
- Those considered for a rate change will be notified of the decision within 30 days of the Review Date. All wage adjustments as a result of the Compensation Review will commence on the first day of the following month.

#### Appeal Process to the Compensation Review

If an employee does not agree with the Compensation Review decision, the employee can formally ask for a supplementary review. The Employee must request the review, via email, to the Grand Sierra Workforce Supervisor within ten calendar days after they receive the decision from the Compensation Review Committee. A review panel of the Grand Sierra Employees' Committee and Grand SierraConstruction Management, will review the request for review.

#### B. EMPLOYER SPONSORED RETIREMENT PLAN

A Group Registered Retirement Savings Plan (RRSP) is an Employer-sponsored savings plan, similar to an individual RRSP, but offered on a group basis by your employer. Contributions are made by payroll deduction, on a pre-tax basis, through a Group RRSP with the Plan Administrator. Employee participation is voluntary, all contributions are made by the employer from payroll to a maximum of a limit defined within the Canadian Tax Act.

All new employees to Grand Sierra Construction after April 30, 2019 that have not been employed by a PCL Company within the past 6 months are required to serve a new probationary period. Employees serving a probationary period are ineligible to participate in the RRSP until the completion of their probationary period. Upon the successful completion of the probationary period, the Employer agrees to contribute three percent (3%) of gross wages on behalf of each employee to the group Registered Retirement Savings Plan administered by the Plan Administrator.

The Employer agrees to the following Group RRSP contributions levels for all hours worked on behalf of each employee to be calculated and updated with the Plan Administrator as outlined in the Plan Rules. The Levels are determined by the level of voluntary Employee contributions to the Group RRSP.

Group RRSP Levels			
Level	vel Employee Contribution Employer Contribution		
1	0%	3%	
2	1%	3%	
3	2%	4%	
4	3%	4%	
5	4%	5%	

Upon eligibility to the RRSP program, an employee may authorize the employer to make payroll deductions towards the RRSP account. The employee must complete the enrolment form with the Plan Administrator to begin payroll contribution. The Employee contributions to the Plan are made by the employer by way of payroll deduction, to a maximum of the annual limit defined within the Canadian Tax Act. This contribution level may be changed by an employee directly with the Plan Administrator.

Contributions to the employee's Registered Retirement Savings Plan shall be made monthly in accordance with election made by the employee with the Plan Administrator. The Employer and the Association shall be saved harmless for all contributions and administration of the RRSP.

The Employer agrees to deduct, by the way of payroll deduction, and remit voluntary employee RRSP contributions which are in addition to the contributions by the Employer to the sponsored group RRSP.

Withdrawals and pay-outs from the RRSP plan will be subject to the applicable laws and Plan Rules.

Unless otherwise permitted under the Income Tax Act (Canada), as amended from time to time, contributions and transfers in to a Member's Account will be subject to the requirements of the Income Tax Act (Canada) and will be allocated to accounts maintained for the Member in the funds available under the Plan. The total Employee contributions into the plan must remain within the maximum limit defined within the Canadian Tax Act. The assets of such funds will be invested in compliance with the provisions of the Income Tax Act (Canada) which apply to a RRSP accounts.

#### C. EMPLOYER SPONSORED GROUP BENEFITS PLAN

It is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of the benefits plan. Neither the Association 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.

This is a cost sharing benefit plan, where the Employer pays 60% of the premium and the Employee pays 40% of the premium. Upon eligibility to the Group Benefits Plan, the employee authorizes the Employer to make deductions towards the Group Benefits Plan. Employees transferred to Grand Sierra Construction from another PCL Family company will maintain their existing benefits structure.

## SCHEDULE "B" - CALGARY REGION

Compensation including wage rates and ranges, RRSP and health and welfare contributions shall be determined by the Parties on a project-by-project basis. Agreed upon terms and conditions shall form part of a project-based Letter of Agreement that shall be shared with affected employees prior to their commencement of work on the project.

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## SCHEDULE "C" - TOOLS

All Trades people will require a CSA Approved Hard Hat, CSA Steel Toed Boots - 6" minimum, Rain Suit/Gear as required, Rubber Boots as required.

Carpenter's Tool List

Hammer (20 oz) Framing Square 2" Combination and Framing Square Measuring Tapes (7M/25') & (30M/100') Hand Saw (8 pt.) Level (30" or longer) Chalk Line Utility Knife Wood Chisels (3/4", 1") Cat's Paw Prv Bar Nail Puller Combination Screw Driver Plumb Bob Adjustable Wrench (10" or 12") Tool Box and Lock Carpenter's Apron or Tool Belt Lineman's or Rebar Pliers Sidecutters Carpenters Pencils (6) Bit Extension (2) Masonline - 100' Tinsnips Chalk Line Hand level 2' & 4'

#### Labourers/Carpenter App. 1 Tool Lost

Tool Apron/Pouch Hammer (16-20 oz) Measuring Tape (25') Utility Knife Adjustable Wrench (10" or 12") Lineman's or Rebar Pliers Carpenter Pencils (2) Combination Screw Driver Tool Box and Lock

#### Cement Finisher's Tool List

Rubber boots - CSA approved Safety boots Rubber Bucket Rubber Float Pointed Trowel Hand Trowel Hand Magnesium Float 2" Bullnose Edger 4" Bullnose Edger Margin Trowel 16 ft. Tape Measure Hammer Knee Pads Tool Box and Lock Tool Pouch Utility Knife Gloves Brush Framing Square Other Hand Floats and Trowels as required

OTES			

## NOTES



Representatives attempt to be visible and are always accessible. Site visits are regularly scheduled. However, you should always feel free to contact the Association office directly for information or guidance. You can contact the Association by email at: info@ grandsierraea.ca or by phone at: 1-833-293-9232.



# UWG and GSC 2024 Agreement

Final Audit Report

2024-02-22

Created:	2024-02-20
By:	Mark Phillips (mark@workstrategies.ca)
Status:	Signed
Transaction ID:	CBJCHBCAABAAe46oQ8jSGdWOtOMG6ZPuHQ6IP_qWT4Vn

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