

COLLECTIVE AGREEMENT

BETWEEN



SMOKY LAKE COUNTY

AND

CUPE

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4575**

January 1, 2019 to December 31, 2021



jb/Canadian Office & Professional Employees
Local 491

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COLLECTIVE AGREEMENT

BETWEEN:

SMOKY LAKE COUNTY, SMOKY LAKE, ALBERTA
(Hereinafter called the "Employer")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4575
(Hereinafter called the "Union")

The Employer and the Union agree as follows:

ARTICLE 1 - PREAMBLE

- 1.01 It is the desire of both parties to this Collective Agreement to maintain the existing harmonious relations between the Employer and the Union, to promote cooperation and understanding between the Employer and its employees, to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, hours of work and scale of wages, to encourage economy of operation and to promote the morale, well-being, and security of all the employees included in the bargaining unit.

ARTICLE 2 - UNION RECOGNITION

- 2.01 The Employer and the Union agree that this Collective Agreement shall cover all employees as defined in Certificate No. 73-2003 of the Labour Relations Board dated July 7, 2003.
- 2.02 Notwithstanding Clause 2.01, the Secretary to the Chief Administrative Officer, shall be excluded from this Collective Agreement.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The Employer retains all rights of management limited only by the express terms of this Collective Agreement.

- 3.02 Employees whose jobs are not in the bargaining unit shall not perform jobs in the bargaining unit except in the case of emergency or when a qualified employee is not available.

ARTICLE 4 – NEGOTIATIONS

- 4.01 A Union Bargaining Committee shall be appointed and consist of not more than three (3) members and a Union Representative. The Union will advise the Employer of the nominees to the Committees.

ARTICLE 5 – UNION MEMBERSHIP

- 5.01 The Employer agrees to deduct from the wages of all employees covered by this Collective Agreement such Union Dues and Assessments as shall be decided upon from time to time by the Union. Such Union Dues Deductions shall be forwarded to the Secretary-Treasurer of the Union, together with a list of employees from whom deductions have been made, not later than the fifteen (15th) day of the following month.
- 5.02 The Union agrees to indemnify and save the Employer harmless from any liability or action out of the operation of this Article.

ARTICLE 6 – CLASSIFICATION OF EMPLOYEES

- 6.01 Regular Full-Time Employee – A regular full-time employee is an employee who is employed to fill a regular full-time position established by the Employer and who has been in the Employer's service for a period in excess of three (3) continuous months.
- 6.02 Regular Part-Time Employee – A regular part-time employee is an employee who is employed to fill a regular part-time position established by the Employer and who has been in the Employer's service for a period in excess of six (6) continuous months. Regular part-time employees are normally scheduled, on a weekly basis, to work less than the normal hours of work set forth in this Collective Agreement for regular full-time employees. Wages, benefits and seniority of regular part-time employees shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of regular full-time employees.
- 6.03 This subsection is also subject to the provisions of Article 7 *Employment Period*.
- 6.04 Casual Employee - A casual employee is an employee who is employed as a holiday relief, sick relief, or to perform work not regularly scheduled and shall receive only those benefits required by law and the wages stated herein. Casual employees shall be subject to discharge on one (1) days' notice.
- 6.05 The Employer shall draw up job descriptions for all positions and classifications for which the Union is the bargaining agent. These descriptions shall be presented to the Union.
- 6.06 When the duties of any employee covered by this Collective Agreement are changed or where an employee feels unfairly or incorrectly classified or when any position covered by this Collective Agreement is established during the term of this Collective Agreement,

the rate of pay shall be subject to negotiations between the Employer and the Union. If the parties are unable to agree on re-classification and/or rate of pay of the job in question, such dispute shall be submitted to arbitration in accordance with Article 18 *Arbitration*. The new rate shall be retroactive to the first of the month following the date that matter was received in writing by the Employer.

ARTICLE 7 – EMPLOYMENT AND PROBATIONARY PERIOD

- 7.01 New applicants may be required to obtain a medical examination at the discretion of the Employer prior to being eligible for employment, approved and paid for by the Employer.
- 7.02 The employment of a probationary employee may be terminated at the Employer's discretion at any time during the probationary period without recourse to the grievance procedure. A probationary employee shall be entitled to all other applicable rights and privileges covered by the Collective Agreement.

ARTICLE 8 – SENIORITY

- 8.01 Seniority is preference or priority measured by a length of continuous service. The Employer shall maintain a seniority list showing the date upon which an employee commenced service. An up-to-date seniority list shall be sent to the Union in January of each year. The Employer will notify the Union of appointments, hirings, layoffs, transfers, recalls and terminations of employment.
- 8.02 After completion of the probationary period, seniority for new employees shall be effective from the last date of employment from which the employee has remained continuously employed.
- 8.03 If an employee is absent from work because of approved sick leave, lay-off, or leave of absence approved by the Employer, the employee shall not lose seniority rights, provided the leave does not exceed one (1) year.

ARTICLE 9 – PROMOTIONS

- 9.01 If an employee is promoted to a position covered by this Collective Agreement, then the promoted employee shall be considered to be on a trial period of three (3) months in the new position. Should this employee be unsatisfactory in the new position, or does not wish to remain in the position, the employee will revert to their former position and wage rate.
- 9.02 In the transfer or promotion of employees, ability and qualifications shall be the determining factor. Where the qualifications and ability are judged by the Employer to be equal, then seniority shall be the deciding factor.
- 9.03 Vacancies for regular positions shall be posted for seven (7) calendar days. A posting shall not be necessary when the senior employee in a subordinate position is selected by the Employer to fill the vacancy. The Employer may immediately advertise to fill a vacancy, but shall not hire such outside employees until present employees have had an opportunity to bid for the job.

- 9.04 When an employee is the successful applicant for a higher paying job, the new or higher rate of pay and the employee's new anniversary date shall become effective upon commencement of duties in the new position.
- 9.05 When an employee is promoted from one (1) classification to another, such employee shall be paid at a rate not less than that which they had been paid in the lower classification.

ARTICLE 10 – REDUCTION IN STAFF

- 10.01 If it becomes necessary to reduce the number of employees in any classification then such reduction in staff will be made on the basis of seniority.
- 10.02 In the case of a lay-off which is anticipated to be in excess of five (5) work days duration, an employee to be laid off shall receive five (5) work days' notice in writing or five (5) work days pay in lieu of notice and provided the Employer has received from the employee their current address and telephone number.
- 10.03 Employees laid off shall be recalled upon the basis of seniority according to classification of work. New employees will not be hired when qualified employees are on lay-off. Employees subject to recall shall be notified by double registered letter forwarded to their last known address. An employee so notified shall advise the Employer, in writing of their intentions. If the employee does not report to work within seven (7) calendar days from mailing date, such employee's services shall be regarded as terminated. The service of any employee who has not been recalled within six (6) months shall be regarded as terminated.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

- 11.01 The normal hours of work for full-time clerical employees shall be thirty-seven and one-half (37 ½) hours per week for five (5) consecutive days, Monday to Friday.
- 11.02 The normal hours of work for the full-time custodians and maintenance employees shall be **thirty (30)** hours per week for five (5) consecutive days.
- a) Time worked in excess of the foregoing shall be considered as overtime mealtime and when authorized in writing by the applicable supervisor, will be compensated at the rate of one and a half times (1 ½ X) the employee's regular hourly rate of pay.
 - b) Payment for overtime or time off in lieu of overtime shall be at the overtime rate and shall be mutually determined by the Employer and the employee at the time overtime is requested by the supervisor. Any balance of unused overtime as at December 31st of the year earned will be paid out.
 - c) Time off in lieu shall be taken at a mutually agreeable date between the Employer and employee. Time off in lieu shall be taken in three (3) month cycles.

- 11.03 All overtime shall be on a voluntary basis; however, in the event no employee with the required abilities and qualifications volunteers, the Employer shall be able to designate an employee to work overtime.
- 11.04 All employees shall be permitted a fifteen (15) minute rest period both in the first half and second half of the shift.
- 11.05 When because of an emergency an employee is called out to work overtime, they shall be paid for a minimum of three (3) hours at one and half times (1 ½ X) the basic hourly rate.
- 11.06 If any employee reports for work and work is unavailable, such employees shall be paid for three (3) hours at the regular rate.
- 11.07 All employees covered by this Collective Agreement shall be paid on a monthly basis.
- 11.08 Nothing in this Collective Agreement shall be used or construed as a guarantee of work per day or week or guarantee of days of work per week.

ARTICLE 12 – SALARIES

- 12.01 The regular rates of pay are as set out in Appendix "A" of this Agreement.
- 12.02 In the event of layoff, an employee shall not be placed at a step of the salary schedule that is lower than the step in their previous classification.

ARTICLE 13 – ANNUAL VACATION

- 13.01 Employees covered by this Collective Agreement shall be eligible for annual vacation as follows:

Twelve Month Employee

- a) Upon completing one to five (1-5) full vacation year(s) of continuous service, an employee shall be eligible for fifteen (15) working days annual vacation with pay.
- b) Upon completing six to ten (6-10) full vacation years of continuous service, an employee shall be eligible for twenty (20) working days annual vacation with pay.
- c) Upon completing eleven to sixteen (11-16) full vacation years of continuous service, an employee shall be eligible for twenty-five (25) working days annual vacation with pay.
- d) Upon completing seventeen to twenty-nine (17-29) full vacation years of continuous service, an employee shall be eligible for thirty (30) working days annual vacation with pay.

- e) Upon completing thirty or more (30+) full vacation years of continuous service, an employee shall be eligible for thirty-five (35) working days annual vacation with pay.
- 13.02 Annual vacation shall be taken according to the request submitted by the employee, and approved by the Employer, or as otherwise mutually arranged.
- 13.03 Any employee terminating their employment at any time in their vacation year before they have had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.
- 13.04 Employees shall take vacation in an unbroken period unless otherwise mutually agreed upon between the Employer and the employee, and all vacation entitlement shall be taken by December 31st of the same year. If not, then the balance will be paid out to the employee, unless mutually agreed upon between the employee and the Employer.
- 13.05 The vacation year is January 1st to December 31st of the same year. Vacation entitlement is earned during each vacation year of continuous service.
- a) An employee shall be entitled to prorate vacation days off with pay based on the number of months employed up to and including December 31st of the vacation year during which the employee started.

ARTICLE 14 – LEAVE OF ABSENCE

- 14.01 All leaves of absence shall be without pay unless otherwise provided by the Employer.
- 14.02 The Employer may grant leave of absence with or without pay and without loss of seniority to any employee requesting such leave for good and sufficient cause. Such request to be in writing and approved by the Employer, provided that the leave does not exceed one (1) year.
- 14.03 Maternity Leave**
- a) **A pregnant employee who has been employed for at least ninety (90) days is entitled to unpaid maternity leave.**
 - b) **Birth mothers can take up to sixteen (16) consecutive weeks of unpaid maternity leave. Leave can start at any time within the thirteen (13) weeks leading up to the estimated due date and no later than the date of birth. An employee who takes maternity leave must take a period of at least six (6) weeks immediately following the date of delivery, unless the employee and Employer agree to shorten the period by the employee's giving her employer a medical certificate indicating that the resumption of work will not endanger her health.**
 - c) **A pregnant employee must give her Employer at least thirty (30) days written notice of the date she will start maternity leave, and if so requested by her Employer, the pregnant employee must provide her Employer with a medical certificate certifying that she is pregnant and giving the estimated date of delivery.**

An employee who does not give her Employer prior notice of maternity leave before starting it is still entitled to maternity leave if, within two weeks after she ceases to work, she provides her Employer with a medical certificate indicating:

- i. she is not able to work because of a medical condition arising from her pregnancy, and**
 - ii. giving the estimated or actual date of delivery**
- d) The employee returning to work after maternity leave shall provide the Employer with at least thirty (30) days' notice of their return to work.**
- e) Employees may be entitled to Maternity benefits from Employment Insurance during the Maternity leave period.**

14.04 Parental and Adoption Leave

- a) An employee who has been employed for at least 90 days is entitled to unpaid Parental or Adoption leave.**
- b) In the case of an employee entitled to maternity leave, a period of not more than sixty-two (62) consecutive weeks of Parental leave will be allowed immediately following the last day of maternity leave.**
- c) In the case of a parent or an adoptive parent, a period of sixty-two (62) consecutive weeks will be allowed and must be completed within a seventy-eight (78) week period after the week the child was born or after a child is placed with the adoptive parent for the purpose of adoption.**
- d) Employees on Parental or Adoption leave will be provided the opportunity to maintain their benefits by paying the associated costs.**
- e) An employee must give an Employer at least thirty (30) days written notice of the date they will start parental or Adoption leave unless:**
 - a. The medical condition of the birth mother or child makes it impossible to comply with this requirement.**
 - b. The date of the child's placement with the adoptive parent was not foreseeable.**
 - c. If the employee cannot comply with the written notice requirement for any of the reasons stated in a. or b. above, the employee must give the Employer written notice at the earliest possible time of the date the employee will start or has started the parental or adoption leave.**
- f) The employee must give four (4) weeks written notice of the date on which the employee intends to resume work and in any event must give notice no later than four (4) weeks before the end of the leave period to which the employee is entitled or four (4) weeks before the date on which the employee has specified as the end of the employee's leave period, whichever is earlier.**

- g) When an employee returns to work following a leave under this article an Employer must:**

 - a. Reinstate the employee in the position occupied by the employee when maternity, parental, or adoption leave started, or**
 - b. Provide the employee with alternative work of a comparable nature at not less than the earnings and other benefits that had accrued to the employee when maternity, parental, or adoption leave started.**
 - h) Maternity, parental, and adoptive leave will be without pay and without loss of seniority.**
 - i) Employees may be eligible for parental leave benefits from Employment Insurance during the parental leave period.**
- 14.05 Leave of absence without pay and without loss of seniority may be granted upon request to the Employer, by employees elected or appointed to represent the Union at Union conventions, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies.
- 14.06 An employee may be granted a maximum of **five (5)** days leave without loss of wages in the case of death of a parent, spouse, common-law spouse, brother, sister, child, mother or father-in-law, sister or brother-in-law, son or daughter-in-law, grandchild, grandparent, and spouse's grandparent. An employee may be granted one (1) day leave without loss of wages in the case of death of an aunt, uncle, niece, nephew and any relative residing in the same home.
- 14.07 When the burial occurs in a location requiring extensive travel, such leave may be extended up to two (2) days for travel time if approved by the Employer.
- 14.08 In the event of the critical illness of a member of an employee's immediate family, five (5) days total leave per year with basic pay will be provided. Immediate family shall be defined as spouse, child or parent of the employee.
- 14.09 Court Appearance – The Employer shall grant leave of absence without loss of seniority to an employee who serves as a juror or witness in any court. The Employer shall pay such employee the difference between the employee's normal earning and the payment received for services as a juror or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.
- 14.10 Personal Leave Days – A regular employee will be granted two (2) personal leave days in the following manner. Personal Leave days will be granted in hours based on the normal FTE hours regularly worked by the employee. Personal Leave may be taken in hourly increments. The Personal Leave days will be granted on January 1st of each calendar year and must be used by December 31st of the same calendar year, otherwise the benefit will be lost. Personal Leave days are intended to be used to deal with domestic, family, mental health, family medical, birth of a child, and other personal matters.

ARTICLE 15 – STATUTORY HOLIDAY

- 15.01 Employees shall be eligible for the following holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Heritage Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, Ukrainian Christmas, and any other general public holidays proclaimed by the Employer, the Government of Alberta or the Government of Canada, and which are observed generally within the applicable jurisdiction, except when replacing any holiday named previously in which case only the lieu holiday shall be recognized.
- 15.02 When the holiday designated in Clause 15.01 falls on an employee's day off and such day is not worked, the employee shall be granted a day off with regular pay in lieu of the holiday on the following working day.
- 15.03 An employee shall receive holidays designated in Clause 15.01 with pay at the regular rate. If an employee is required to work on a holiday occurring during their regular work week the employee shall receive their regular pay plus overtime for any hours worked.
- 15.04 If a paid holiday falls during an employee's vacation period, the vacation shall be extended by an additional day.
- 15.05 An employee will not be eligible for pay on a Statutory Holiday if the employee is absent from work without the consent of the Employer on either the last regularly scheduled working day immediately preceding or the first regularly scheduled working day immediately following the Statutory Holiday. If the employee is absent due to a compensable injury or illness the employee shall be paid for the Statutory Holiday provided the compensable injury or illness is substantiated by a certificate from a qualified medical practitioner.

ARTICLE 16 – SALARY CONTINUATION DURING ILLNESS

- 16.01 After one (1) month of continuous service, a regular employee shall be eligible for sick leave pay benefits. Part-time employees who have served the Employer for one (1) continuous month shall also be eligible for sick leave pay benefits prorated according to the proportion which their hours of work bear to the normal hours of work.
- 16.02 All regular employees shall be entitled to accumulate annual sick pay credits at a full pay rate of two (2) days per month.
- 16.03 a) The unused portion of sick leave in any year may be accumulated to a maximum of sixty-five (65) working days. Employees employed prior to January 1, 1985 and who have more than sixty-five (65) days entitlement shall maintain that level of entitlement until absences due to sickness reduce it to sixty-five (65) days. The daily rate of pay for cumulative sick leave used shall be one hundred percent (100%) of their regular rate.
- b) An employee who serves the elimination period for A.M.E.B.S. Long Term Disability shall no longer receive sick entitlement under this article. Unused accumulated sick leave shall remain as entitlement and may be used after an employee returns to work.

- 16.04 Employees reporting off sick leave shall inform the Administration Office as early as possible before the commencement of their duties so that a replacement can be arranged for or the duties reassigned. Failing to do so, the employee will be considered absent from duty without leave. Section 20.05 *Discipline and Discharge* will come into force.
- 16.05 The Employer may require a doctor's certificate or a signed statement by an employee to verify a claim under these provisions.
- 16.06 When an employee is allowed unpaid leave of absence for a month or more, or is laid off they shall not earn sick leave credits or be eligible to receive sick leave benefits for the period of such absence, but shall retain their cumulative credit if there is any existing at the time of such leave or lay off, upon their return to work.
- 16.07 No benefits are payable under this Article with respect to any compensable sickness or injury or for any illness or injury ceasing to be compensable.
- 16.08 Upon a request from an employee, the Employer shall supply the employee with a record of the employee's unused accumulative sick leave. Such information will only be supplied once a year.
- 16.09 Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, ophthalmologist, optometrist, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- 16.10 An employee, upon retirement with Smoky Lake County, shall receive payment for one hundred percent (100%) of the unused portion of their sick leave. This payment shall be based on the accumulated regular hourly wage of the employee at the time of retirement.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 For the purpose of this Collective Agreement, a "grievance" is defined as any difference as to the interpretation, application, operation or alleged violation of this Collective Agreement, without stoppage of work or refusal to perform work.
- 17.02 If an employee(s) feels they have cause for grievance, they shall report the grievance in the manner provided herein:
- a) an aggrieved employee(s) will submit the grievance to the Union Grievance Committee or their delegate.
 - b) at each step of the grievance procedure, the grievor(s) shall be present together with the Grievance Committee or their delegate.
- 17.03 The time limits specified in the Grievance Procedure including all of the stages, and steps referred to, shall not include Saturdays, Sundays, and Named Holidays. Time limits and the requirements of the grievance procedure are mandatory, although the time limits may be extended by the consent of both parties in writing.

17.04 All grievances shall be in writing and must include a statement of the following:

- a) the nature of the grievance and the circumstances out of which it arose;
- b) the remedy or correction the Employer is requested to make; and
- c) the section, or sections, of the Collective Agreement violated or infringed upon, or claimed to have been violated or infringed upon.

17.05 STEP 1:

An employee who feels they have cause for grievance may within fifteen (15) days of the date of occurrence giving rise to the grievance, submit the grievance in writing to the Chief Administrative Officer or designate. The grievor and the Chief Administrative Officer or designate will meet within ten (10) days following receipt of the submission to discuss the grievance. The Chief Administrative Officer or designate shall, within ten (10) days following the meeting, submit their decision in writing to the grievor.

17.06 STEP 2:

Failing a satisfactory settlement at Step 1, the grievor shall, within a period of ten (10) days following the receipt of the decision at Step 1, submit the grievance in its original written form to the Council or its delegate(s) in an attempt to resolve the grievance. The Council or its delegate(s) shall have ten (10) days following this meeting in which to render a decision in writing.

17.07 STEP 3:

Failing a satisfactory settlement at Step 2, the grievance may be processed by either party to Arbitration in accordance with Article 18 *Arbitration*.

17.08 If the Employer's officers, as referred to in the preceding steps, fail to deliver a reply within the specified time limits, the grievance may be processed to the next step. If the Union fails to process a grievance to the next step within the time limits specified, it shall be considered abandoned by the grievor.

17.09 A discharge grievance or a Union grievance may be filed in writing within ten (10) days of the event giving rise to the same, and shall commence at Step 2.

- a) A council grievance may be filed in writing within ten (10) days of the event giving rise to the same and shall be submitted to the Union's Local President.
- b) Failing settlement in 17.09(1), either party may submit the grievance to arbitration in accordance with Article 18 *Arbitration*.

ARTICLE 18 – ARBITRATION

18.01 Any grievance that has been processed through all applicable steps of the Grievance Procedure, and is in accordance with the time limits specified (unless time limit changes were agreed to) may be referred to an Arbitration Board as hereinafter outlined.

- 18.02 Within five (5) working days (not including Saturdays, Sunday, or Named Holidays), of receipt of the written decision of the Committee Chairperson of the Employer, either party may request the formation of an Arbitration Board by notifying the other party of its desire to arbitrate, at the same time submitting the name of the person nominated by them to be their appointee on the Arbitration Board.
- 18.03 Within five (5) working days (not including Saturdays, Sundays, or Named Holidays), the party receiving the above notice shall notify the above appointee and the other party of its appointee to the Arbitration Board.
- 18.04 The two (2) appointees so selected shall, within a period of five (5) working days (not including Saturdays, Sundays, or Named Holidays), select a third (3rd) person to act as Chairman, or if the appointees fail to agree on a third (3rd) person to act as Chairman within five (5) working days (not including Saturdays, Sundays, or Named Holidays), the appointment shall be made by the Director of Mediation Services upon the request of either the Employer or the Union, except that with the consent of both the Employer and the Union, time limits as above specified may be extended for such times as are agreed to by the Employer and the Union in writing.
- 18.05 The Arbitration Board shall hear and determine the difference and shall issue an award in writing. The decision of the Arbitration Board is final and binding upon the parties and upon any employee affected by it. The decision of a majority of the Arbitration Board members is the award of the Arbitration Board, but if there is not a majority, the decision of the Chairman governs and it shall be deemed to be the award of the Arbitration Board.
- 18.06 Each party to the difference shall bear the expense of its respective appointee to the Arbitration Board and the two (2) parties shall bear equally the expense of the Chairman.
- 18.07 The Arbitration Board:
- a) shall not have power to alter or amend provision of the Collective Agreement, or to substitute any provision or to give any decision inconsistent with the terms of this Collective Agreement.
 - b) may make such other directions varying the penalty as it considers fair and reasonable having due regard to the terms of the Collective Agreement.

ARTICLE 19 – GENERAL PROVISIONS

- 19.01 Both the Employer and the Union agree that there shall be no discrimination against any employee because of membership or non-membership in the Union.
- 19.02 The Employer recognizes that the Union has the sole authority to bargain collectively on behalf of the employees within the bargaining unit. No employee within the bargaining unit shall make any agreement with the Employer, which violates this Collective Agreement.
- 19.03 Oath of Confidentiality must be signed on commencement of employment and upon termination.

- 19.04 Any employee employed by Smoky Lake County must be bondable.
- 19.05 The Employer and the employee both acknowledge and agree that in the event that the Employer shall terminate the employee's appointment, for any other reason other than that of just cause, the Employer shall pay to the employee compensation equal to two (2) month salary and an amount equal to two (2) weeks salary for each additional year of employment completed prior to and subsequent to the execution of this Collective Agreement, to a maximum of six (6) months and that upon such payment, the employee shall have no further claims against the Employer for such termination other than payment, if any, for unused vacation entitlement.

ARTICLE 20 – DISCIPLINE AND DISCHARGE

- 20.01 Except in cases when the Employer considers that an employee's conduct warrant immediate dismissal, the practice shall be to warn or suspend the employee in writing and a copy of the warning or suspension will be filed with the Union.
- 20.02 Should an employee be dismissed or suspended and it is later established that such dismissal or suspension was unfair or not in accordance with the provisions of this Collective Agreement, he/she shall be compensated for net loss of earning suffered by reason of such dismissal or suspension, subject to the finding of the grievance procedure.
- 20.03 Excepting in cases of discharge for cause, employees and the Employer shall give fourteen (14) calendar days' notice of termination.
- 20.04 The applicable supervisor may suspend or warn any employee for a cause deemed sufficient subject to immediate review by the Employer and Union, as provided in the grievance procedure.
- 20.05 An employee who is absent for more than three (3) consecutive working days without authorization of the Employer shall be considered to have terminated their employment. The termination will be rescinded if the employee demonstrates that special circumstances beyond the employee's control prevented the employee from reporting to their designated place of work.
- 20.06 An employee must notify the Employer of any absenteeism one (1) hour prior to commencement of duties. Should the employee fail to do so, the employee will not be entitled to any paid remuneration or benefits, unless there are extenuating circumstances that are acceptable to the Employer.
- 20.07 Documented oral counselling forms or counselling letters shall be deemed void for the purpose of supporting discipline, and will be removed from an employee's personal file after an employee has maintained a clear record with no further infractions for eighteen (18) months of active employment.

Disciplinary action (Written reprimands and Suspensions) shall be deemed void for the purpose of supporting future discipline, and will be removed from an employee's personal file after an employee has maintained a clear record with no further infractions for a period of eighteen (18) months of active employment.

ARTICLE 21 – INSURANCE BENEFITS

- 21.01 The Employer will make available and administer a Group Benefits Program for Long Term Disability Insurance, Basic Group Life, Accidental Death and Dismemberment. The Employer agrees to contribute ninety percent (90%) of the total monthly premium for all regular employees.
- 21.02 All eligible regular employees shall enroll in the Group Benefits Program under clause 21.01 as a condition of employment.
- 21.03 From the date a regular employee becomes eligible for disability benefits under the Group Benefits Program, no further salary shall be paid by the Employer for the term of disability.
- 21.04 The Employer may make arrangements for regular employees to enter into the Local Authorities Pension Plan.
- 21.05 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating regular employee towards the Group Benefits Program Extended Health Care.
- 21.06 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating regular employee towards the Group Benefits Program Vision Care of flat Benefit of five hundred dollars (\$500.00).
- 21.07 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating regular employee towards Group Benefits Program Dental Care.
- 21.08 Employees who are on leave of absence without pay for periods in excess of one (1) month, shall not be entitled to any of the benefits covered by this Collective Agreement. Such employees may choose to retain insurance coverage by paying the total premium cost on their own behalf.
- 21.09 The Employer will establish a Health Spending Account that adheres to Canada Customs and Revenue Agency requirements. The Employer will contribute five hundred dollars (\$500.00) per year for each employee. **Beginning on January 1, 2021 the Employer will contribute six hundred dollars (\$600) per year for each employee.**
- 21.10 The benefit coverage described in Article 21, with the exception of 21.04, is currently provided through the Alberta Municipalities Services Corporation. The Employer reserves the right to change plans and insurers provided the level of coverage does not fall below the levels provided at the date the current memorandum was agreed to.**

ARTICLE 22 – EMPLOYEE APPRAISALS

- 22.01 The parties of this Collective Agreement recognize the value of Employee Appraisals to provide effective communications between the employee and the Employer and to achieve sound developmental goals.

- 22.02 Employee appraisals will be performed at least once annually.
- 22.03 A copy of the Employee Appraisal Form shall be supplied to the employee at the beginning of the interview.
- 22.04 An employee being appraised shall sign the Employee Appraisal Form for the sole purpose of indicating that they are aware of the employee appraisal and shall have the right to add comments to the form within ten (10) days of receipt.
- 22.05 Each new employee shall receive an Employee Appraisal prior to the completion of the probationary period.
- 22.06 An employee's evaluation shall be considered confidential and shall not be released by the Employer to any person, without the written consent of the employee.
- 22.07 Provided forty-eight (48) hours written notice has been given, or when the employee has filed a grievance, an employee shall have the right to view their personnel file and obtain a copy thereof.
- 22.08 No documents relating to an employee's performance shall be placed in the personnel file without the employee's knowledge.

ARTICLE 23 – TERM OF AGREEMENT

- 23.01 This Collective Agreement shall be in full force and effect from January 1st, 2019 until December 31st, 2021.
- 23.02 Either party may give to the other not less than sixty (60) nor more than one hundred and twenty (120) days prior to the termination of this Collective Agreement a notice in writing of its intention to commence collective bargaining. At the first meeting between the parties following such notice, both parties shall exchange particulars of all amendments it seeks. Negotiations shall be limited to the items in the two (2) lists combined.
- 23.03 If neither party submits notice as per Clause 23.02, this Collective Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Clause 23.02.
- 23.04 The wording and figures contained in the Articles and Schedules of this Collective Agreement shall not be changed by either party, except through mutual agreement.
- 23.05 No provision in this Collective Agreement shall be retroactive unless specifically provided.

ARTICLE 24 – LONG SERVICE INCREMENT

- 24.01 An employee shall be eligible for the long service increment (LSI) provided they:
- a) have been paid at the maximum salary of their classification during the immediately preceding period of two (2) years; and

- b) have completed seven (7) years of current continuous service; and
- c) are recommended for the increase by their Chief Administrative Officer, which shall not be unreasonably denied.

24.02 An employee who meets the provisions of Clause 24.01 shall be eligible for the LSI effective from the first (1st) day of the following month.

24.03 An employee who has qualified for LSI pursuant to Clause 24.01 in a classification during their current period of employment, shall not be required to re-qualify with respect to sub Clause 24.01 a), when placed in another classification. The LSI period of the new classification shall in these circumstances be considered the maximum salary in their new pay range.

ARTICLE 25 – RETIREMENT ALLOWANCE

25.01 Upon retirement, employees who have worked twenty-five (25) years or more shall receive a Retirement Allowance of twelve (12) weeks salary. **Employees who have worked twenty (20) or more years but less than twenty-five (25) years shall receive a Retirement Allowance of eight (8) weeks salary.**

Appendix "A" – As attached.

IN WITNESS WHEREOF The Employer and the Union have executed this Collective Agreement this 31 day of January, 2019.

ON BEHALF OF SMOKY LAKE COUNTY,
SMOKY LAKE, ALBERTA

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4575 SMOKY
LAKE, ALBERTA



WAGE AND TERM

JANUARY 1, 2019 – DECEMBER 31, 2019 - \$0.60/hr increase								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
Clerk 1	3309.24	3378.35	3450.86	3525.01	3600.86	3882.37	3986.76	4066.50
Clerk 2	3530.06	3543.73	3723.71	3767.74	3845.26	4155.42	4253.29	4338.36
Clerk 3	3890.79	3978.45	4074.95	4162.18	4251.51	4620.66	4735.92	4830.64
Clerk 4	4511.11	4644.26	4753.83	4865.07	4971.29	5520.81	5663.06	5776.33
Custodian	2855.91	2916.59	2991.21	3046.83	3112.54	3361.59	3443.75	3512.62

JANUARY 1, 2020 – DECEMBER 31, 2020 - \$0.60/hr increase								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
Clerk 1	3406.74	3475.85	3548.36	3622.51	3698.36	3979.87	4084.26	4165.95
Clerk 2	3608.81	3622.48	3802.46	3846.49	3924.01	4234.17	4332.04	4418.68
Clerk 3	3988.29	4075.95	4172.45	4259.68	4349.01	4718.16	4833.42	4930.09
Clerk 4	4608.61	4741.76	4851.33	4962.57	5068.79	5618.31	5760.56	5875.78
Custodian	2933.91	2994.59	3069.21	3124.83	3190.54	3439.59	3521.75	3592.18

JANUARY 1, 2021 – DECEMBER 31, 2021 - \$0.55/hr increase								
	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
Clerk 1	3496.12	3565.23	3637.74	3711.89	3787.74	4069.25	4173.64	4257.11
Clerk 2	3680.99	3694.66	3874.64	3918.68	3996.20	4306.36	4404.23	4492.32
Clerk 3	4077.66	4165.33	4261.83	4349.06	4438.39	4807.54	4922.80	5021.25
Clerk 4	4697.98	4831.14	4940.70	5051.95	5158.16	5707.69	5849.94	5966.94
Custodian	3005.41	3066.09	3140.71	3196.33	3262.04	3511.09	3593.25	3665.11

Custodian salary is based on a 30-hour work week.

LONG SERVICE INCREMENT (LSI) = Increased by two percent (2%)

LETTER OF UNDERSTANDING

BETWEEN

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4575
(the "Union")

AND

SMOKY LAKE COUNTY
(the "Employer")

RE: Earning Days Off

The parties agree that employees may earn days off by working additional minutes in a day. The following shall be the guiding principles.

- 1) Employees shall indicate to the Employer their wish to participate in the program.
- 2) There will be two enrollment periods; the first one will be the first day of January and the second, the first day of July in any given year.
- 3) The Employer shall make a list of those employees who indicate their wish to participate in the program.
- 4) Participation in the program shall be voluntary.
- 5) Once the employee chooses to enroll in the program, they may elect to take their name off the list at any time and shall be taken off the program in the first day of the following month. If they opt out, they will not be able to re-enlist until the next enrollment period.

Signed this 31 day of January, 2019 in the Town of Smoky Lake, Alberta.

ON BEHALF OF SMOKY LAKE COUNTY,
SMOKY LAKE, ALBERTA

ON BEHALF OF THE CANADIAN UNION OF
PUBLIC EMPLOYEES, LOCAL 4575 SMOKY
LAKE, ALBERTA

