

COLLECTIVE AGREEMENT

BETWEEN



SMOKY LAKE COUNTY

AND

CUPE

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 4575

January 1, 2025 to December 31, 2026



lb/Canadian Office & Professional Employees
Local 491

Article	Title	Page
ARTICLE 1 – PREAMBLE.....		1
ARTICLE 2 – UNION RECOGNITION		1
ARTICLE 3 - MANAGEMENT RIGHTS.....		1
ARTICLE 4 – NEGOTIATIONS		2
ARTICLE 5 – UNION MEMBERSHIP.....		2
ARTICLE 6 – DISCRIMINATION/HARASSMENT		3
ARTICLE 7 – CLASSIFICATION OF EMPLOYEES.....		3
ARTICLE 8 – EMPLOYMENT AND PROBATIONARY PERIOD		4
ARTICLE 9 – SENIORITY		4
ARTICLE 10 – JOB POSTINGS, TRANSFERS, PROMOTIONS AND APPOINTMENTS		4
ARTICLE 11 – REDUCTION IN STAFF.....		5
ARTICLE 12 – HOURS OF WORK AND OVERTIME		6
ARTICLE 13 – SALARIES.....		6
ARTICLE 14 – ANNUAL VACATION		7
ARTICLE 15 – LEAVE OF ABSENCE.....		8
ARTICLE 16 – STATUTORY HOLIDAY.....		11
ARTICLE 17 – SICK LEAVE		11
ARTICLE 18 – DEATH OR DISAPPEARANCE OF A CHILD LEAVE.....		12
ARTICLE 19 – COMPASSIONATE CARE LEAVE		13
ARTICLE 20 – CRITICAL ILLNESS LEAVE.....		14
ARTICLE 21 – LONG-TERM ILLNESS OR INJURY LEAVE		15
ARTICLE 22 – DOMESTIC VIOLENCE LEAVE.....		16
ARTICLE 23 – PERSONAL OR FAMILY RESPONSIBILITY LEAVE		17
ARTICLE 24 – LEAVE FOR CITIZENSHIP CEREMONY		17
ARTICLE 25 – GRIEVANCE PROCEDURE		17
ARTICLE 26 – ARBITRATION		18
ARTICLE 27 – GENERAL PROVISIONS.....		19
ARTICLE 28 – DISCIPLINE AND DISCHARGE		20
ARTICLE 29 – INSURANCE BENEFITS.....		20
ARTICLE 30 – EMPLOYEE APPRAISALS		21
ARTICLE 31 – TERM OF AGREEMENT		22
ARTICLE 32 – LONG-SERVICE INCREMENT		22
ARTICLE 33 – RETIREMENT ALLOWANCE		23
APPENDIX “A” – WAGE AND TERM.....		24
LETTER OF UNDERSTANDING		25
RE: Earning Days Off.....		25
RE: Vacation.....		26

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 Article 2.01, the Executive Services Clerk, 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.
- 3.03 Without restricting the generality of the foregoing, it shall be the exclusive right of the Employer to operate and manage its business, including the right to:
- a) maintain order discipline, efficiency, and to make, alter, and enforce, from time to time, rules and regulations to be observed by an Employee, which are not in conflict with any provision of this Collective Agreement.
 - b) direct the workforce and to create new positions and to determine the number of Employees, if any, needed from time to time in any position, and to determine whether or not a position will be continued or declared redundant;
 - c) hire, promote, classify, transfer, lay-off and re-call Employees;
 - d) demote, discipline, suspend or discharge for just and reasonable cause;
 - e) recruit volunteers as required to assist with certain components of operation – volunteers will not displace any bargaining unit Employees or their regular duties assigned.
- 3.04 The Employer agrees to be fair and reasonable in the application, administration and operation of this Collective Agreement.

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 fifteenth (15th) day of the following month.
- 5.02 In consideration of this deduction, providing information and forwarding the same by the Employer, the Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of or resulting from the collection and forwarding of these dues.
- 5.03 All correspondence between the parties, except as otherwise set out in this Collective Agreement, arising out of this Collective Agreement or incidental thereto, shall pass to and from the Chief Administrative Officer of the County and the National Representative of the Union (with a copy to the Local 4575 Vice President).

ARTICLE 6 – DISCRIMINATION/HARASSMENT

- 6.01 There shall be no discrimination, restrictions or coercion exercised or practiced in respect of any Employee by either party by reason as outlined in the *Alberta Human Rights Act* and defined in the prohibited grounds legislation, except to the extent permitted by law as a bona fide occupational requirement nor by reason of their membership or activity in the Union.
- 6.02 The Employer and the Union recognize the right of all Employees to be entitled to a work environment free from bullying, violence, sexual and personal harassment of any form which is physical, mental, verbal or financial, or any conduct that undermines an Employee's health, morale, safety, wellbeing, job practice, or endangers an Employee's employment status or potential. Complaints alleging harassment of any form, from any person, shall be treated seriously, and will be addressed pursuant to the applicable Employer policies.

ARTICLE 7 – CLASSIFICATION OF EMPLOYEES

- 7.01 Permanent Full-Time Employee – A permanent full-time Employee is an Employee who is employed to fill a permanent full-time position established by the Employer and who has completed the probation period.
- 7.02 Permanent Part-Time Employee – A permanent part-time Employee is an Employee who is employed to fill a permanent part-time position established by the Employer and who has completed the probation period.

Permanent 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 permanent full-time Employees. Wages, benefits (Article 14 Annual Vacation, Article 15.11 Personal Leave Days, Article 17 Sick Leave) and seniority of permanent part-time Employees shall be prorated according to the proportion that weekly hours of work bear to the weekly hours of work of permanent full-time Employees.

- 7.03 Casual Employee - A casual Employee is an Employee who is employed as a holiday relief or sick relief, 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.

The provisions of this agreement shall, unless otherwise stated, apply to casual Employees except for the following Articles:

- i. Article 9 – Seniority
- ii. Article 10 – Job Postings, Transfers, Promotions and Appointments
- iii. Article 11 – Reduction in Staff
- iv. Article 15 – Leave of Absence
- v. Article 17 – Sick Leave
- vi. Article 29 – Insurance Benefits
- vii. Article 32 – Long-Service Increment
- viii. Article 33 – Retirement Allowance
- ix. LOU – Earning Days Off

- 7.04 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.
- 7.05 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 26 – 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 8 – EMPLOYMENT AND PROBATIONARY PERIOD

- 8.01 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.
- 8.02 A newly hired Employee will be on probation for the first ninety (90) days of their employment. 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 9 – SENIORITY

- 9.01 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.
- 9.02 After completion of the probationary period, seniority shall be effective from the original date of employment.
- 9.03 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 10 – JOB POSTINGS, TRANSFERS, PROMOTIONS AND APPOINTMENTS

- 10.01 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.

- 10.02 In determining preference for vacant positions or transfers within the bargaining unit, the Employer will consider the skills, education, training job knowledge, competence, efficiency, qualifications and the seniority of the applicants. If the aforementioned items are considered to be equal by the Employer, then seniority shall prevail.
- 10.03 Where vacancy for a permanent position occurs and the Employer determines it necessary to fill the position, the position 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.
- 10.04 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.
- 10.05 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.
- 10.06 Where an Employee applies for and is appointed to a lower classification job, the Employee shall receive the wage rate for their lower classification job for which they applied.
- 10.07 New Employees shall, at their own expense, provide the Employer with a satisfactory criminal record check prior to their first day of employment.
- 10.08 Failure of the new Employee to provide, or failure of the criminal record check, shall result in termination.
- 10.09 When an Employee is temporarily transferred to a lower classification job to meet the Employer's operational requirements while work is still available for them at their regular position, the Employee shall receive their regular wage for their regular position.
- 10.10 When an Employee is temporarily transferred to a position outside of the bargaining unit, the Employee shall continue to accrue seniority, sick leave, vacation as well as remaining benefits contained within the Collective Agreement and shall continue to pay Union dues.

ARTICLE 11 – REDUCTION IN STAFF

- 11.01 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.
- 11.02 In the case of a lay-off which is anticipated to be in excess of five (5) workdays' duration, an Employee to be laid off shall receive five (5) workdays' notice in writing or five (5) workdays' pay in lieu of notice and provided the Employer has received from the Employee their current address and telephone number.
- 11.03 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 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 12 – HOURS OF WORK AND OVERTIME

- 12.01 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.
- 12.02 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.
- 12.03 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.
- 12.04 All Employees shall be permitted a paid fifteen (15) minute rest period both in the first half and second half of the shift.
- 12.05 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.
- 12.06 If any Employee reports for work and work is unavailable, such Employees shall be paid for three (3) hours at the regular rate.
- 12.07 All Employees covered by this Collective Agreement shall be paid on a monthly basis.
- 12.08 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 13 – SALARIES

- 13.01 The regular rates of pay are as set out in Appendix "A" of this Collective Agreement.

13.02 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 14 – ANNUAL VACATION

14.01 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 nine (6-9) full vacation years of continuous service, an Employee shall be eligible for twenty (20) working days annual vacation with pay.
 - c) Upon completing ten to fifteen (10-15) full vacation years of continuous service, an Employee shall be eligible for twenty-five (25) working days annual vacation with pay.
 - d) Upon completing sixteen to twenty-nine (16-29) 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.
- 14.02 Annual vacation shall be taken according to the request submitted by the Employee, and approved by the Employer, or as otherwise mutually arranged.
- 14.03 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.
- 14.04 An Employee will be allowed to carry over three (3) weeks of vacation into the following vacation year.

Between September 1st and September 15th of each year, the Employer shall provide the permanent Employee with a written statement of their estimated vacation leave time as of December 31st of the same year. This written notice shall also state that remaining vacation time that must be used by December 31st of the same year.

Where mutual agreement cannot be reached between the Employee and the Employer, the Employer has the right to schedule unused vacation time during the 4th quarter of the calendar year (October 1 to December 31).

14.05 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.

14.06 Casual Employees shall earn annual vacation, to be paid to the Employee as it is earned, based on years of continuous service as follows:

- for the first five years of continuous service – 6% of regular earnings;
- after completing five years of continuous service – 8% of regular earnings.

ARTICLE 15 – LEAVE OF ABSENCE

15.01 All leaves of absence shall be without pay unless otherwise provided by the Employer.

15.02 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 is to be in writing and approved by the Employer, provided that the leave does not exceed one (1) year.

15.03 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 the Employer a medical certificate indicating that the resumption of work will not endanger the Employee's health.
- c) A pregnant Employee must give the Employer at least thirty (30) days written notice of the date the Employee will start maternity leave, and if so requested by the Employer, the pregnant Employee must provide the Employer with a medical certificate certifying that the Employee is pregnant and giving the estimated date of delivery.

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

- i. the Employee is not able to work because of a medical condition arising from the 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.

15.04 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 the Employer at least thirty (30) days written notice of the date they will start parental or adoption leave unless:
 - i. the medical condition of the birth mother or child makes it impossible to comply with this requirement;
 - ii. the date of the child's placement with the adoptive parent was not foreseeable;
 - iii. 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 the Employer must:
 - i. reinstate the Employee in the position occupied by the Employee when maternity, parental, or adoption leave started, or
 - ii. 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.
- 15.05 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, conferences, workshops or other Union-related training, or to attend executive and committee meetings of CUPE, its affiliated or chartered bodies.
- 15.06 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 or any relative.
- 15.07 When the burial occurs in a location requiring a travelling distance exceeding 500 km (one way), such leave may be extended up to two (2) days for travel time if approved by the Employer.
- 15.08 Upon request, bereavement leave may be separated and granted as two separate leaves to accommodate a funeral and a separate ceremony scheduled at a later date. The combined days granted will not exceed the total granted under 15.06 and 15.07.
- 15.09 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.
- 15.10 Court Appearance – The Employer shall grant leave of absence without loss of seniority to an Employee who serves as a juror or as a witness arising from their employment 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 arising from their employment, excluding payment for traveling, meals or other expenses. The Employee will present proof of service and surrender to the Employer the amount of pay received.
- 15.11 Personal Leave Days – A permanent Employee will be granted three (3) 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 16 – STATUTORY HOLIDAY

- 16.01 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, National Day for Truth and Reconciliation, 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.
- 16.02 When the holiday designated in Article 16.01 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.
- 16.03 An Employee shall receive holidays designated in Article 16.01 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.
- 16.04 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.
- 16.05 Casual Employees shall be paid one and a half times their basic rate of pay for all hours worked on a statutory holiday.

ARTICLE 17 – SICK LEAVE

- 17.01 After one (1) month of continuous service, a permanent 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.
- 17.02 All permanent Employees shall be entitled to accumulate annual sick pay credits at a full pay rate of two (2) days per month.
- 17.03 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 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.

- 17.04 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. Article 28.05 – Discipline and Discharge will come into force.
- 17.05 The Employer may require a doctor's certificate or a signed statement by an Employee to verify a claim under these provisions.
- 17.06 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.
- 17.07 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.
- 17.08 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.
- 17.09 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*.

ARTICLE 18 – DEATH OR DISAPPEARANCE OF A CHILD LEAVE

- 18.01 An Employee who has been employed for at least 90 days is entitled to a period of unpaid leave of 52 weeks if the Employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as the result of crime.
- 18.02 An Employee who has been employed for at least 90 days is entitled to a period of unpaid leave of up to 104 weeks if the Employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as the result of a crime.
- 18.03 The Employee will not be entitled to death or disappearance of child leave if they are charged with a crime that resulted in the death or disappearance of the child.
- 18.04 The period during which the Employee may take death or disappearance of child leave begins on the date on which the death or disappearance, as the case may be, occurs and ends in the case of disappearance 52 weeks after the date on which the disappearance occurs or, in the case of death, 104 weeks after the date on which the death occurs.
- 18.05 An Employee who wishes to take death or disappearance of child leave must give the Employer written notice as soon as reasonable and practical in the circumstances, which notice must include the estimated date of the Employee's return to work.

- 18.06 In the case of a child who disappears and is subsequently found alive, the Employee is to return to work 14 days after the date on which the child is found but no later than the end of the 52-week period or, if the child is found dead, 104 weeks after the day on which the disappearance occurred.
- 18.07 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue seniority, further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 18.08 An Employee who has been on death or disappearance of child leave must provide at least one (1) week of written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 19 – COMPASSIONATE CARE LEAVE

- 19.01 An Employee who has been employed for at least ninety (90) days is entitled to unpaid compassionate care leave for a period of up to twenty-seven (27) weeks for the purposes of providing care of support to a seriously ill family member.
- 19.02 Family member will include:
- a) a spouse or common-law partner of the Employee;
 - b) a child of the Employee or child of the Employee's spouse or common-law partner;
 - c) a parent of the Employee or spouse or common-law parent of the parent; and
 - d) other person who is a member of a class of persons designated in the regulations or defined by the *Employment Standards Code*.
- 19.03 If both parents are Employees, the compassionate care leave may be shared between the Employees as long as the combined period of compassionate care leave does not exceed twenty-seven (27) weeks.
- 19.04 The Employee must provide to the Employer a medical certificate issued by a physician stating that the family member named in the certificate has a serious medical condition with a significant risk of death within twenty-six (26) weeks from the date the certificate is issued. If the leave commenced before the certificate was issued, the certificate must state the day the leave began. The certificate, in either case, must state that the family member requires the care and support of one or more family members.
- 19.05 An Employee who wishes to take compassionate care leave must give the Employer at least two (2) weeks' written notice which must also include the date of the Employee's return to work, unless a shorter period of notice is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.

19.06 Compassionate care leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.

19.07 Compassionate care leave ends on the earliest of the following:

- a) the last day of the work week in which the family member named in the medical certificate dies, the twenty-seven (27) weeks' compassionate care leave ends; or
- b) the last day of work of the week in which an Employee ceases to provide care or support to the seriously ill family member.

19.08 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue seniority, further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.

19.09 An Employee who has been on Compassionate Care Leave must provide at least one (1) week of written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 20 – CRITICAL ILLNESS LEAVE

20.01 a) An Employee who has been employed for at least 90 days and is a parent of a critically ill child is entitled to unpaid critical illness of child leave of up to 36 weeks for the purposes of providing care or support to the child.

- b) An Employee who has been employed for at least 90 days and is a family member of a critically ill adult is entitled to unpaid critical illness of adult leave of up to 16 weeks for the purposes of providing care or support to the adult.

20.02 If more than one parent is employed by the Employer, the Employer is not required to grant the critical illness of child leave or critical illness of adult leave to more than one Employee at a time.

20.03 If more than one child of the parent is critically ill as a result of the same event, the period in which the Employee may take critical illness of child leave begins on the date specified in the medical certificate issued in respect of any child who is critically ill, subject to Article 15.09 and ends:

- a) on the date of the last day of the work week in which the last critically ill child dies;
- b) the expiration of 36 weeks following the date leave began;
- c) the expiration of the last period referenced within the medical certificate for the critically ill children; or
- d) the last day of the work week in which the Employee ceases to provide care and support to the last of the critically ill children.

- 20.04 Critical illness of adult leave begins on the date specified in the medical certificate issued in respect of the adult who is critically ill, subject to Article 15.09, and ends:
- a) on the date of the last day of the work week in which the critically ill adult dies;
 - b) the expiration of 16 weeks following the date leave began;
 - c) the expiration of the last period referenced within the medical certificate for the critically ill adult; or
 - d) the last day of the work week in which the Employee ceases to provide care and support to the critically ill adult.
- 20.05 The Employee must provide the Employer with a medical certificate issued by a physician stating:
- a) that the child or adult is critically ill and requires care and support;
 - b) the start date of the period during which the child or adult requires that care and support;
 - c) the end date of the period during which the child or adult requires that care and support; and
 - d) if the leave was begun before the certificate is issued, the day leave began.
- 20.06 An Employee who wishes to take critical illness of child or adult leave must give the Employer at least two (2) weeks' written notice which notice must also include the estimated date of the Employee's return to work, unless a shorter notice period is necessary in the circumstances, in which case notice must be provided as soon as reasonable and practical in the circumstances.
- 20.07 Critical illness of child or adult leave may be taken in one or more periods, but no period of leave may be less than one (1) week's duration.
- 20.08 Employees on critical illness of child or adult leave can continue their pension and benefits during the period of their leave by pre-paying the Employee portion of the pension and benefits for the length of time they will be on leave. If the Employee chooses to pay for their portion of the pension and benefits, the Employer will continue to pay the Employer portion of the pension and benefits premiums for the first thirty (30) days of leave following which the Employee will be responsible for said payment.
- 20.09 If an Employee has been on critical illness of child or adult leave, they must provide at least one (1) week's written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 21 – LONG-TERM ILLNESS OR INJURY LEAVE

- 21.01 An Employee who has been employed by the Employer for at least 90 days is entitled to unpaid leave due to the illness or injury or quarantine of the Employee.

- 21.02 The Employee is entitled to no more than 16 weeks of long-term illness or injury leave in a calendar year.
- 21.03 The Employee must provide the Employer with a medical certificate issued by a physician stating the estimated duration of the leave.
- 21.04 During the course of an unpaid leave of absence in excess of one (1) month, the Employee shall cease to accrue seniority, further sick leave entitlement or vacation credits. All entitlements accumulated at the time that the Employee commenced the unpaid leave will remain intact and be available for use by the Employee upon their return to work.
- 21.05 The Employee must provide at least one (1) week written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 22 – DOMESTIC VIOLENCE LEAVE

- 22.01 Domestic violence leave occurs when an Employee, the Employee's dependent child or a protected adult who lives with the Employee is subjected to any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person; any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person; conduct that reasonably, and in all circumstances, constitutes psychological or emotional abuse; forced confinement; sexual contact of any kind that is coerced by force, threat of force or stalking.
- 22.02 An Employee who is the victim of domestic violence and has been employed for at least 90 days is entitled to unpaid domestic violence leave of up to 10 days in a calendar year.
- 22.03 The Employee may take domestic violence leave for one or more of the following purposes:
- a) to seek medical attention for the Employee or the Employee's dependent child or a protected adult in respect of the physical or psychological injury or disability caused by the domestic violence;
 - b) to obtain services from a victims' services organization;
 - c) to obtain psychological or other professional counselling for the Employee or the Employee's dependent child or a protected adult;
 - d) to relocate temporarily or permanently; and
 - e) to seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence.
- 22.04 Before taking domestic violence leave, the Employee must give the Employer as much notice as reasonable and practicable in the circumstances.

22.05 The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 23 – PERSONAL OR FAMILY RESPONSIBILITY LEAVE

23.01 An Employee who has been employed for at least 90 days is entitled to up to five (5) days of unpaid leave in a calendar year, but only to the extent that the leave is necessary for the health of the Employee or for the Employee to meet their family responsibilities in relation to a family member.

23.02 Before taking personal or family responsibility leave, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

23.03 The Employee must provide at least forty-eight (48) hours' written notice of the date on which the Employee intends to return to work, unless the Employer and the Employee agree otherwise.

ARTICLE 24 – LEAVE FOR CITIZENSHIP CEREMONY

24.01 An Employee who has been employed for at least 90 days is entitled to up to one-half (1/2) day of unpaid leave to attend a citizenship ceremony to receive a certificate of citizenship as provided for under the *Citizenship Act (Canada)*.

24.02 Before taking a leave for citizenship ceremony, the Employee must give the Employer as much notice as is reasonable and practicable in the circumstances.

ARTICLE 25 – GRIEVANCE PROCEDURE

25.01 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.

25.02 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.

25.03 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.

25.04 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.

25.05 STEP 1:

The Employee with the assistance of an Employee representative, if desired, shall, within fifteen (15) working days of the date of occurrence giving rise to the grievance, submit a written grievance signed by them to their immediate supervisor. The nature of the grievance, the remedy sought and the Articles of the Collective Agreement which are alleged to have been violated shall be set out in the grievance. Following a meeting to discuss the grievance, the immediate supervisor will deliver their decision in writing within ten (10) working days following the day on which the grievance was presented to them. Failing settlement, then:

25.06 STEP 2:

Within ten (10) working days following the decision under Step 1, the Employee and/or the representative shall submit the written grievance to the Chief Administrative Officer. The Chief Administrative Officer will deliver their decision in writing within ten (10) working days from the date on which the written grievance was presented to them. The parties shall, at the request of either party, meet to discuss the grievance at a time and place suitable to both parties. Failing settlement, then:

25.07 STEP 3:

Failing a satisfactory settlement at Step 2, the grievance may be processed by either party to Arbitration in accordance with Article 26 Arbitration.

25.08 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.

25.09 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.

ARTICLE 26 – ARBITRATION

26.01 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.

26.02 Within five (5) working days (not including Saturdays, Sunday, or Named Holidays), of receipt of the written decision of the Committee Chair 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.

- 26.03 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.
- 26.04 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 Chair, or if the appointees fail to agree on a third (3rd) person to act as Chair 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.
- 26.05 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 Chair governs and it shall be deemed to be the award of the Arbitration Board.
- 26.06 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 Chair.
- 26.07 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 27 – GENERAL PROVISIONS

- 27.01 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.
- 27.02 An Oath of Confidentiality must be signed on commencement of employment and upon termination.
- 27.03 Any Employee employed by Smoky Lake County must be bondable.
- 27.04 The Employer and the Employee both acknowledge and agree that in the event that the Employer shall terminate the Employee's appointment, for any reason other than that of just cause, the Employer shall pay to the Employee compensation equal to two (2) months 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 28 – DISCIPLINE AND DISCHARGE

- 28.01 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.
- 28.02 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, they shall be compensated for net loss of earning suffered by reason of such dismissal or suspension, subject to the finding of the grievance procedure.
- 28.03 Excepting in cases of discharge for cause, Employees and the Employer shall give fourteen (14) calendar days' notice of termination.
- 28.04 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.
- 28.05 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.
- 28.06 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.
- 28.07 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 29 – INSURANCE BENEFITS

- 29.01 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 permanent Employees.
- 29.02 All eligible permanent Employees shall enroll in the Group Benefits Program under Article 29.01 as a condition of employment.

- 29.03 From the date a permanent 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.
- 29.04 The Employer shall make arrangements for permanent Employees to enter into the Local Authorities Pension Plan.
- 29.05 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating permanent Employee towards the Group Benefits Program Extended Health Care.
- 29.06 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating permanent Employee towards the Group Benefits Program Vision Care of flat Benefit of five hundred dollars (\$500.00).
- 29.07 The Employer agrees to contribute ninety percent (90%) of the total monthly premium for each participating permanent Employee towards Group Benefits Program Dental Care.
- 29.08 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.
- 29.09 The Employer will establish a health spending account that adheres to Canada Revenue Agency requirements. The Employer will contribute one thousand dollars (\$1000.00) per year for each Employee.
- 29.10 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 30 – EMPLOYEE APPRAISALS

- 30.01 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.
- 30.02 Employee appraisals will be performed at least once annually.
- 30.03 A copy of the Employee appraisal form shall be supplied to the Employee at the beginning of the interview.
- 30.04 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.
- 30.05 Each new Employee shall receive an Employee appraisal prior to the completion of the probationary period.

- 30.06 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.
- 30.07 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.
- 30.08 No documents relating to an Employee's performance shall be placed in the personnel file without the Employee's knowledge.

ARTICLE 31 – TERM OF AGREEMENT

- 31.01 This Collective Agreement shall be in full force and effect from January 1st, 2025 until December 31st, 2026.
- 31.02 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.
- 31.03 If neither party submits notice as per Article 31.02, this Collective Agreement shall continue from year to year thereafter until notification of desire to amend or terminate is given as per Article 31.02.
- 31.04 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.
- 31.05 No provision in this Collective Agreement shall be retroactive unless specifically provided.

ARTICLE 32 – LONG-SERVICE INCREMENT

- 32.01 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.
- 32.02 An Employee who meets the provisions of Article 32.01 shall be eligible for the LSI effective from the first (1st) day of the following month.

32.03 An Employee who has qualified for LSI pursuant to Article 32.01 in a classification during their current period of employment, shall not be required to re-qualify with respect to sub-Article 32.01 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 33 – RETIREMENT ALLOWANCE

33.01 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.

33.02 An Employee who was employed by the Employer effective January 1, 2022, upon retirement with Smoky Lake County and who starts drawing pension from LAPP, 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.

33.03 An Employee hired by Smoky Lake County subsequent to January 1, 2022, upon retirement with Smoky Lake County and who starts drawing pension from LAPP, shall receive payment for twenty-five percent (25%) 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.

Appendix "A" – As attached.

IN WITNESS WHEREOF The Employer and the Union have executed this Collective

Agreement this 19 day of December, 2024.

ON BEHALF OF SMOKY LAKE COUNTY,
SMOKY LAKE, ALBERTA

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

Kevin Lucas

Kevin Lucas (Dec 20, 2024 09:06 MST)

Lonnie Shulko

Lonnie Shulko (Dec 19, 2024 13:06 MST)

Meaghan Andreychuk

Meaghan Andreychuk (Dec 19, 2024 13:17 MST)

Diana Bochar

Diana Bochar (Dec 19, 2024 15:28 MST)

APPENDIX "A" – WAGE AND TERM

**WAGE GRID – \$1200.00 lump sum payment within 30 days of ratification
JANUARY 1, 2025 – DECEMBER 31, 2025 - \$2.50/hr increase**

Monthly wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
Clerk 1	\$4,113.62	\$4,182.73	\$4,255.24	\$4,329.39	\$4,405.24	\$4,686.75	\$4,791.14	\$4,886.97
Clerk 2	\$4,298.49	\$4,312.16	\$4,492.14	\$4,536.18	\$4,613.70	\$4,923.86	\$5,021.73	\$5,122.17
Clerk 3	\$4,695.16	\$4,782.83	\$4,879.33	\$4,966.56	\$5,055.89	\$5,425.04	\$5,540.30	\$5,651.11
Clerk 4	\$5,315.48	\$5,448.64	\$5,558.20	\$5,669.45	\$5,775.66	\$6,325.19	\$6,467.44	\$6,596.79
Custodian	\$3,499.41	\$3,560.09	\$3,634.71	\$3,690.33	\$3,756.04	\$4,005.09	\$4,087.25	\$4,169.00

JANUARY 1, 2026 – DECEMBER 31, 2026 - \$1.50/hr increase

Monthly wage	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	LSI
Clerk 1	\$4,357.37	\$4,426.48	\$4,498.99	\$4,573.14	\$4,648.99	\$4,930.50	\$5,034.89	\$5,135.60
Clerk 2	\$4,542.24	\$4,555.91	\$4,735.89	\$4,779.93	\$4,857.45	\$5,167.61	\$5,265.48	\$5,370.80
Clerk 3	\$4,938.91	\$5,026.58	\$5,123.08	\$5,210.31	\$5,299.64	\$5,668.79	\$5,784.05	\$5,899.74
Clerk 4	\$5,559.23	\$5,692.39	\$5,801.95	\$5,913.20	\$6,019.41	\$6,568.94	\$6,711.19	\$6,845.42
Custodian	\$3,694.41	\$3,755.09	\$3,829.71	\$3,885.33	\$3,951.04	\$4,200.09	\$4,282.25	\$4,367.90

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 19 day of December, 2024 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

Kevin Lucas
Kevin Lucas (Dec 20, 2024 09:06 MST)

Lonnie Shulko
Lonnie Shulko (Dec 19, 2024 13:06 MST)

Meaghan Andreychuk
Meaghan Andreychuk (Dec 19, 2024 13:17 MST)

Diana Bochar
Diana Bochar (Dec 19, 2024 15:28 MST)

LETTER OF UNDERSTANDING

BETWEEN

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

AND

**SMOKY LAKE COUNTY
(the "Employer")**

RE: Vacation

- 1) The parties agree to address vacation time recorded as of January 1, 2022, by various bargaining unit Employees.
- 2) The parties agree that the Employer may schedule vacation time to eliminate the vacation bank backlog by December 31, 2024.

Signed this 20 day of December, 2024 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

Kevin Lucas
Kevin Lucas (Dec 20, 2024 09:06 MST)

Lonnie Shulko
Lonnie Shulko (Dec 19, 2024 13:06 MST)

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