

# THE FORT MCMURRAY REGIONAL AIRPORT COMMISSION

- and -

# THE CANADIAN UNION OF PUBLIC EMPLOYEES Local 1505

Effective from March 31, 2009 to March 31, 2012

## ALPHABETICAL INDEX

<u>Article</u>	<u>Subject</u>	<b>Page</b>
20	Benefits	22
4	Check Off of Union Dues	7
22	Clothing and Equipment	23
1 .	Definitions	4
12	Discharge, Suspension and Discipline	. 12
6	Employer/Union Cooperation	7
9	Filling of Job Vacancies and Staff Changes	
	Within the Bargaining Unit	8
24	General Conditions	24
11	Grievance Procedure	11
23	Health and Safety	24
15	Holidays	15
13	Hours of Work	13
21	Job Security	23
10	Lay Offs and Recalls	10
18	Leave of Absence	20
5	Management Rights	7
	Minutes, Agenda and Rules	7
25	No Strike or Lockout	31
14	Overtime	13
26	Out of Schedule Pay Rates	25
19	Payment of Wages	22
	Preamble	4
2	Recognition	6
8	Seniority	7
17	Sick Leave Provisions	17
27	Term of Agreement	28
3	Union Security	6
16	Vacations	16

# **NUMERICAL INDEX**

<u>Article</u>	<u>Subject</u>	Page
Preamble		4
1	Definitions	4
2	Recognition	4
3	Union Security	6
4 -	Check Off of Union Dues	7
5	Management Rights	7
6	Employer/Union Cooperation	7
.7	Minutes, Agenda and Rules	7
8	Seniority	7
9	Filling of Job Vacancies and Staff Changes	•
	Within the Bargaining Unit	8
10	Lay Offs and Recalls	10
11	Grievance Procedure	11
12	Discharge, Suspension and Discipline	12
13	Hours of Work	13
14	Overtime	13
15	Holidays	15
16	Vacations	16
17	Sick Leave Provisions	17
18	Leave of Absence	20
19	Payment of Wages	22
20	Benefits	22
21	Job Security	23
22	Clothing and Equipment	23
23	Health and Safety	24
24	General Conditions	24
25	No Strike or Lockout	24
26	Out of Schedule Pay Rates	31
27	Term of Agreement	25
•		
<b>Appendix</b>		
"A"	Classification of Airport Positions	26
"B"	10 Hour Work Days	27
"C"	12 Hour Work Days	29
"D"	Cost of Living Allowance	31
"E"	Great West Life Benefit Package	32

#### **PREAMBLE**

It is the desire of both parties to this Agreement to maintain, encourage and promote:

- 1. Harmonious relations and settled conditions of employment between the Employer and Union.
- 2. Joint discussions and negotiations on all matters pertaining to working conditions, employment and services.
- 3. Safety, efficiency and the highest degree of public service possible among the work force in all areas.
- 4. The morale, well being and security of all Employees in the Bargaining Unit of the Union.

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in a Collective Agreement.

Now, therefore, it is agreed as follows:

#### **ARTICLE 1 – DEFINITIONS**

- 01.01 "Employer" The Fort McMurray Regional Airport Commission or its successor.
- 01.02 <u>"Union"</u> Shall mean the Canadian Union of Public Employees, Local 1505 and shall be represented by the Local Executive and the Local Negotiating Committee. The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing with, or negotiating with the Employer. This does not preclude the recognition granted under Article 11.
- 01.03 <u>Employee</u> Any individual to whom the Collective Agreement applies.
- 01.03.01 <u>Promotion</u> Shall be defined as the movement of any to a permanent vacancy at a pay level higher than previously held by that Employee.
- 01.03.02 <u>Demotion</u> Shall be defined as the movement of an Employee to a permanent vacancy at a pay level lower than previously held by that Employee.
- 01.03.03 <u>Transfer</u> Shall be defined as the movement of an Employee to a permanent vacancy at a pay level equal to that previously held by that Employee and shall include a voluntary demotion to a lower pay level.
- 01.04 Employee Status
- 01.04.01 <u>Permanent Employee</u> An Employee hired on a permanent basis who has successfully completed their required probationary period.
- 01.04.02 <u>Seasonal Employee</u> An Employee who is hired for a period of six (6) months or less. Seasonal employees shall be entitled to benefits upon completion of their probationary period

- but shall not be entitled to severance. Seasonal employees shall be eligible for recall for subsequent seasons.
- 01.04.03 <u>Temporary Employee</u> An employee hired for a specific project for a period no longer than six (6) months.
- 01.04.04 Relief Employee An Employee hired to replace an absent Employee.
- 01.04.05 <u>Part Time Employee</u> An employee hired for less than the normal hours of permanent employees who shall receive benefits on a pro-rated basis.
- 01.04.06 <u>Student Employees</u> An employee who is scheduled to attend an educational institution within four (4) months of their hire.
- 01.04.07 <u>Term Employee</u> An employee who is hired on a non permanent basis for a specified term or project. Conditions of employment including any extension of the term shall be mutually agreed upon by the Employer and Union on a case by case basis.
- 01.04.08 <u>Acting Capacity</u> An employee working in another classification, other than his own, on a relief or temporary basis.

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

- O2.01 The Employer recognizes the Canadian Union of Public Employees, Local 1505 as the sole and exclusive Bargaining Agent for all Employees covered by the Agreement, in accordance with the Certificate No. 7727-U issued by the Canada Industrial Relations Board and all subsequent amendments thereto.
- Non-bargaining Unit Employees of the Employer shall not do work normally performed by bargaining unit employees that results in the lay off of permanent employees or loss of normal hours of work or pay of permanent employees.
- 02.03 The Employer shall not enter into any agreement with any individual Employee or group of Employees in the Bargaining Unit respecting the terms and conditions of employment contained herein unless any such agreement is first agreed to by the Union.
- O2.04 The Parties hereto recognize whenever masculine or feminine is used in this Agreement, it shall be considered as if the alternate has been used, where this does not extend or change the original intent or meaning of the Clause.
- The Parties hereto recognize Federal Legislation respecting human rights and civil liberties and specifically the Employer shall not exercise or practice discrimination with respect to any Employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, lay off, recall, discipline, discharge, classification or otherwise, by reason of age, race, creed, colour, national origin, marital status, place of residence, religion, sexual orientation, sex, physical and mental handicap or by reason of his membership or activity in the Union, except where otherwise provided for by the provisions of this Agreement, including the requirements of positions covered by this agreement, or by countermanding legislation.

#### 02.06 Harassment

The Employer and the Union recognize that an Employee should be able to work free from harassment and will cooperate in the achievement of that objective.

Should an Employee feel that he has suffered harassment, the Employee so affected may bring the matter to the attention of the Airport Manager or his designate for investigation and action.

The Regional Municipality of Wood Buffalo harassment policy applies to this Collective Agreement.

#### **ARTICLE 3 – UNION SECURITY**

O3.01 All Employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union. All future Employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

#### ARTICLE 4 – CHECK OFF OF UNION DUES

- 04.01 The Employer shall deduct from every Employee covered by this Agreement all monthly dues and initiation fees levied in accordance with the Union's Constitution and /or Bylaws and owing by him to the Union.
- Deductions shall be made from each pay, and the dues shall be forwarded to the Secretary Treasurer of the Union once a month, not later than the tenth (10<sup>th</sup>) day of the month, accompanied by a list of names and classifications of Employees and shall provide the Union with a list of current Employees and addresses not less than once a year. The Employer shall advise the Union of the changes and addresses of Employees as soon as practical which in no case will be later than the following pay period following the receipt of the change.
- O4.03 The Employer will acquaint new Employees with the fact that the Union Agreement is in effect and that new Employees are required to become members of the Union and to pay dues as set forth in the Agreement. The Employer will provide to new Employees an orientation package as will be provided by the Union.
- O4.04 The Parties hereto agree to share the cost of printing this Agreement on a fifty/fifty (50/50) basis. The final draft and the type of booklet shall be approved by both Parties prior to printing.
- 04.05 At the same time that Income Tax (T-4) slips are made available, the Employer shall provide, in a format acceptable to Revenue Canada Taxation, a statement of the amount of Union dues paid by each Union member in the previous year.

#### **ARTICLE 5 – MANAGEMENT RIGHTS**

O5.01 The Employer reserves and retains solely and exclusively all rights to manage the Airport and direct its workforce except to the extent that such rights are expressly abridged by specific Articles of this Collective Agreement.

#### ARTICLE 6 – EMPLOYER/UNION COOPERATION

O6.01 The Parties to the Agreement recognize the mutual benefits from joint consultation on matters of mutual interest or concern. The Parties also agree to participate in cooperation discussions on a regular basis.

#### ARTICLE 7 - MINUTES, AGENDA AND RULES

O7.01 A copy of the approved Minutes of the Commission will be forwarded to the Union. The Employer reserves the right to delete those portions of the Minutes relating to Union strategy issues, collective bargaining, or grievance resolution as well as those issues involving confidential commercial matters relating to third parties.

#### **ARTICLE 8 – SENIORITY**

- O8.01 Seniority shall be defined as the length of continuous service.
- 08.02 Employees shall gain seniority only after completion of their probationary period.
- 08.03 The Employer shall provide a copy of the seniority list to the Union on the signing of this Agreement and on April 1<sup>st</sup> in each year thereafter.

#### 08.04 Conversion of Seniority

For the purpose of comparison of seniority with that of permanent full-time Employees, the seniority of permanent part-time Employees shall be converted by adding the hours paid by the Employer to date and dividing the total by the daily full-time paid hours worked in their current position. For the purposes of this clause, unpaid leaves of absence, periods of Weekly Indemnity during which the Employer makes no contribution to earnings, Workers' Compensation, Long Term Disability, vacation pay payout to a permanent part-time Employee or overtime shall not be counted as "hours paid by the Employer."

#### 08.05 <u>Probation of Newly Hired Employees</u>

All newly hired Employees shall be on probation for a period of three (3) calendar months from the date of hiring which may be extended for a maximum of a further three (3) calendar months by mutual agreement between the Employer and the Union.

During the probation period, such Employees shall be entitled to the rights and benefits as specified in this Agreement except with respect to discharge or accumulation of seniority. Employment of a probationary Employee may be terminated during the probation period

without recourse to the grievance procedure unless the Union claims discrimination as noted in Clause 02.05 as the basis of termination.

Probationary Employees shall be evaluated in writing after six (6) weeks from the date of hiring and at the end of the probationary period. In the event that the probationary period is extended, further evaluations in writing shall be done after six (6) weeks and at the end of the extended probationary period. A copy of the evaluation shall be given to the Employee.

#### 08.06 <u>Loss of Seniority</u>

An Employee shall not lose seniority if he is absent from work because of sickness, accident, temporary lay off, or leave of absence approved by the Employer.

An Employee shall lose his seniority in the event:

- (a) He is discharged for just cause and is not reinstated.
- (b) He resigns in writing or verbally and is not reinstated within two (2) days.
- (c) He terminates his employment by being absent from work in excess of three (3) days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- (d) He refuses to return to work within five (5) days of his recall.
- (e) He is laid off for a period longer than six (6) months.

# <u>ARTICLE 9 – FILLING OF JOB VACANCIES AND STAFF CHANGES WITHIN THE BARGAINING UNIT</u>

- Vacant permanent, vacant seasonal or newly created positions which the Employer wishes to fill will be posted for a minimum of five (5) days and provided to employees absent from the work place during the posting period.
- 09.02 (a) In assessing the required qualifications of applicants, the Employer shall consider each individual's skills, knowledge, aptitude, fitness and seniority for the vacant position. Posted notices shall contain at least the following information:
  - (i) Job title and nature of position
  - (ii) Qualifications required
  - (iii) Knowledge and education
  - (iv) Skills, shift, hours of work, wages
  - (v) Established job descriptions shall apply
  - (b) In making appointments to vacant or newly created positions within the jurisdiction of the Bargaining Unit it is agreed that where the required qualifications of two (2) or more applicants are approximately equal, seniority shall govern.

- (c) Where a job vacancy falling under the scope of this Agreement is posted under Clause 09.01, qualified applicants from within the Bargaining Unit shall be interviewed and assessed before external applicants are considered.
- (d) In filling positions the parties agree that job opportunity should increase with seniority.
- O9.03 A promoted or transferred Employee shall serve a trial period of thirty (30) days at which time the Employee will be confirmed in the position or returned to his prior position either at his request or at the insistence of the Employer.
- 09.04 The Employer shall promptly submit to the Union information respecting all job postings, appointments, hirings, lay offs, transfers, recalls, and termination of employment regarding positions within the Bargaining Unit.

#### 09.05 <u>Job Education and Training</u>

The Employer shall inaugurate and maintain a training program to ensure the increased knowledge, experience and skills of the Employees, having due regard to their seniority, to enable them to improve their job performance and to apply for vacancies in a higher or different job classification.

#### 09.06 Modified Work

Is defined as work that the Employee would not normally perform but, because of the incapacitation of the Employee due to illness or injury, has the ability/capability to perform.

Where circumstances warrant and Modified Work is available by mutual agreement between the Employer and the Union, an Employee may be assigned to Modified Work provided any medical and/or insurance plan approval is met. Such assignment may require a temporary reduction in pay to the pay level for the position to which the Employee is assigned.

Where the Employee is directed by the Employer to perform light duty, the Employee shall not suffer a reduction in his rate of pay.

- 09.07 (a) When employees are temporarily placed into a higher classification in acting capacity, they shall be paid according to the classifications established pay rate from the first day of appointment.
  - (b) Qualified Employees with seniority shall be considered first for acting positions. When there are no fully qualified employees, the employer shall select the most qualified employee for the position.
  - (c) Acting positions, which last longer than three (3) months, shall be posted in accordance with the posting procedure in clause 09.01 and 09.02.
  - (d) When employees have been seconded to a position outside the bargaining unit, their rights to the Collective Agreement shall be suspended, except for seniority, until their return into the bargaining unit. This out-of-scope position shall last not more than twelve (12) consecutive months for them to retain their accrued seniority and re-enter

the bargaining unit. Union dues shall be paid by the employee during this secondment.

#### ARTICLE 10 – LAY OFFS AND RECALLS

#### 10.01 <u>Lay Off Defined</u>

A lay off shall be defined as a temporary severance of the work employment relationship, or a permanent reduction of the workforce.

#### 10.02 Role of Seniority in Lay Offs

In the event of a lay off, Employees shall be retained in the order of their Bargaining Unit wide seniority provided they have the required qualifications to fill the positions available.

- Where the lay off is expected to be in excess of sixty (60) days, permanent Employees will receive twenty (20) days notice or pay in lieu.
- The most senior Employee laid off who has the required qualifications will be the first recalled to a permanent position, provided he has retained his accrued seniority.
- No permanent Employees shall be hired until those laid off who have the required qualifications to fill the positions available have been given the opportunity of recall. A laid off permanent Employee shall be eligible to be recalled to a permanent position for a period of six (6) months.

Permanent Employees on lay off shall be eligible for recall to non-permanent positions in accordance with the following:

- 1. The Employee has the required qualifications to fill the non-permanent position.
- 2. Any Employee in a non-permanent position shall not accrue seniority for such service.
- 3. There shall be no adjustment to the six (6) month recall period due to any non-permanent employment.
- 4. If no permanent employment is available after six (6) months of lay off from the Employee's permanent position, the Employee shall be removed from the recall list. The Employee, however, may continue to be offered non-permanent employment and may apply on job opportunities.
- 10.06 Grievances concerning layoffs and recalls shall be initiated at the level of a Policy Grievance.

#### 10.07 <u>Severance</u>

Permanent Employees (Temporary, seasonal, relief excluded) who are permanently laid off shall receive two (2) weeks regular pay for each year of service subsequent to April 1, 1999. In no case shall such severance exceed 12 months pay. Employees accepting such severance shall waive any right to recall.

#### ARTICLE 11 - GRIEVANCE PROCEDURE

#### 11.01 Grievance Defined

- (a) Individual Grievances, that is, grievances relating to or affecting a specific Employee or Employees individually.
- (b) Policy Grievances, that is, grievances directly relating to or affecting two (2) or more Employees, or grievances involving a question of general application or interpretation relating to this Agreement. Policy Grievances may only be submitted by the Union Executive.

#### 11.02 <u>Complaint Stage</u>

- (a) An Employee, with or without the assistance of a Union Steward, shall endeavor to resolve a grievance by discussing same with the Airport Manager or designate.
- (b) In the event the grievance is not resolved or the matter is not a matter conducive to a verbal discussion, the Employee or the Union Steward shall present the grievance in writing to the Airport Manager within five (5) days of the matter coming to the attention of the Employee.
- (c) After the matter is put in writing, the parties shall meet within ten (10) days to endeavor to resolve the grievance.
- (d) In the event the parties cannot resolve the matter, it shall be submitted to arbitration.
- When the grievance is submitted to arbitration under this Agreement, the notice referring the matter to arbitration shall state the name and address of the nominee of the Party referring the matter to arbitration. Within fifteen (15) days thereafter, the other Party shall advise the first Party of the name and address of its nominee to the Arbitration Board. The two (2) nominees shall then select a third person who shall be Chairman of the Arbitration Board.
- 11.04 If the Party receiving the notice fails to appoint a nominee or if the two (2) nominees fail to agree upon a Chairman within fifteen (15) days of their appointment, the required appointment shall be made by the Minister of Labour upon the request of either Party.
- The Arbitration Board shall determine its own procedure and shall give all Parties the opportunity to present evidence and make representations.
- 11.06 The Arbitration Board shall hear and determine the grievance and shall issue an award in writing and its decision is final and binding upon the Union and the Employer and upon any Employee affected by it. The decision of a majority is the award of the Arbitration Board, but if there is no majority, the decision of the Chairman governs and it is then deemed to be the award of the Board.
- 11.07 Each of the Parties of the arbitration shall bear the cost of the representative appointed by it and shall jointly bear the expenses of the Chairman of the Arbitration Board or of a single arbitrator.

- The Board of Arbitration or a single shall not alter, modify, add to, delete or amend any part of this Agreement.
- The Parties to this Agreement recognize that an Employee may be disciplined or discharged for just cause. Should an arbitrator or Arbitration Board find there was insufficient cause for such a disciplinary action, or the penalty imposed was unreasonable, the Board may:
  - (a) Direct the Employer to reinstate the Employee and pay to the Employee such damages for lost wages as deemed reasonable, taking into consideration the Employee's obligation to mitigate such losses; or
  - (b) Make directives varying the penalty as it considers reasonable in the circumstances.
- The time limits fixed in the arbitration procedure may be extended by written consent of the Parties to this Agreement.
- The Parties may, by agreement, vary the foregoing procedure through the use of mediation, and/or the appointment of a sole arbitrator, in their attempts to resolve a grievance.

#### <u>ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE</u>

- With the exception of verbal warnings, discipline shall be in writing with a copy provided to the Union.
- In cases of discharge the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or Arbitration Hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the Employee.
- 12.03 Disciplinary action shall be taken in a timely fashion.
- 12.04 (a) When the Employer deems it necessary to discipline an Employee, such notice of discipline shall be given within five (5) working days of the committing of the misdemeanor, or such act coming to the attention of the Airport Manager or designate.
  - (b) Where disciplinary action cannot be determined within this time period, the Employer shall inform the Employee and Union in writing within three (3) working days of the committing of the misdemeanor or of such act coming to the attention of the Airport Management, of the intent to investigate the matter and that further action may be taken. Such further action must be taken by Airport Management as soon as possible and in any event no longer than 30 calendar days of the event commencing the investigation. If no discipline is applied within this time, the notice of investigation is deemed withdrawn.
  - (c) Where discipline, discharge or suspension is to occur under (a) or (b) above, all meetings with the Employee shall occur in the presence of a Steward at which time the reason(s) for such actions shall be given. The Employee and the Union shall be advised promptly in writing by the Employer of the reason(s) for such discipline and the discipline imposed.

- An Employee shall have the right at any time by appointment to have access to and review his personal file and shall have the right to respond in writing to any document contained therein, such a reply becoming part of the permanent record.
- The record of an Employee shall not be used against him at any time after eighteen (18) months following any disciplinary action. All letters or notices of discipline shall be removed from the Employee's personal file, eighteen (18) months after the last proven offence had taken place. Failure to grieve previous discipline, or to pursue such a grievance to arbitration, shall not be considered an admission that such discipline was justified.
- 12.07 Employees who are being disciplined shall be entitled to request a Union Steward be present.

#### **ARTICLE 13 – HOURS OF WORK**

- 13.01 The normal hours of work for permanent maintenance and operations employees shall be forty (40) hours per week with the normal hours for office employees being thirty seven and one-half (37.5) hours per week.
- For maintenance and operations, normal daily hours shall be eight (8) hours per day exclusive of an unpaid thirty (30) minute break and two (2) paid fifteen (15) minute breaks.
- For office employees, normal daily hours shall be seven and one-half (7.5) hours per day exclusive of an unpaid thirty (30) minute break and two (2) paid fifteen (15) minute breaks.
- 13.04 Schedules shall be posted a minimum of seven (7) days in advance.
- A shift premium of one dollar and fifty cents (\$1.50) per hour will be paid for all regular hours scheduled outside of 7:00 a.m. and 5:00 p.m. Monday to Friday shift premium shall not be paid for overtime hours.
- 13.06 Changes to the posted schedule, pursuant to Article 13.04, shall attract overtime for those hours worked outside the posted hours.
- Employees required to be available on standby during off duty hours shall be entitled to a standby payment of two dollars (\$2.00) per hour for a minimum of eight (8) hours.
- 13.08 Nothing in this agreement shall be considered a guarantee of work or of hours of work per day or per week.
- 13.09 The Employer may introduce ten (10) hour and twelve (12) hour shifts that are in compliance with Appendix B & C or such other arrangements as are agreed.

# <u>ARTICLE 14 – OVERTIME</u>

#### 14.01 Overtime Defined

Overtime means authorized work performed in addition to a full-time Employee's normally scheduled workday or workweek. Overtime shall be calculated at two (2) times the normal rate of pay unless otherwise indicated. For the purposes of recording overtime it will be rounded up to the next fifteen (15) minutes.

#### 14.02 Part-time Employees

For the purpose of qualifying for overtime compensation, a part-time Employee's workday or workweek is required to be that of a permanent Employee whose position is similarly classified.

#### 14.03 Days of Rest

Overtime shall be at 2 times the normal rate of pay for work on the employee's day of rest.

#### 14.04 Call Out

An Employee who has completed his normal shift and left the work-site and who is called out to perform, overtime work shall be paid a minimum of three (3) hours at the applicable overtime rate.

- (a) This Clause will only come into effect once in any three (3) hour period. Under no circumstances will the Employer pay for the same hour twice.
- (b) An Employee who reports to work on a call out shall receive mileage compensation of .40 cents per kilometer for the distance traveled directly from the Employee's residence to the worksite and return.
- (c) In order to be eligible for call out work, employees must reside within a thirty (30) minute travel time radius of the airport.
- 14.05 If any Employee is required to work eight (8) or more consecutive hours of overtime, he shall receive at least eight (8) hours rest, not including travel time to and from home, before commencing his next regular shift and failing that, he shall continue to receive the applicable overtime rate for all hours worked.

#### 14.06 No Lay Off to Compensate for Overtime

Employees shall not be required to layoff during regular hours to compensate for overtime worked.

#### 14.07 <u>Overtime Meal Breaks</u>

An Employee called out to work overtime shall be eligible for one-half (½) hour meal break without loss of pay after four (4) consecutive hours of overtime work, provided that overtime work is to continue and at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue.

- An Employee required to work overtime in excess of two (2) consecutive hours immediately prior to the commencement of his regular hours of work shall be eligible for a meal break without loss of pay at a time mutually agreed between the Employee and his immediate Supervisor.
- An Employee required to work overtime, following the completion of his regular hours of work, which continues in excess of two (2) hours shall be eligible for one-half (½) hour meal break without loss of pay at a time mutually agreed between the Employee and his immediate

Supervisor. In the event overtime continues, such an Employee shall become eligible for further meal breaks without loss of pay at intervals of four (4) consecutive hours following the completion of the previous meal break, provided that overtime is to continue. Regardless of the time of the initial meal break, for the purpose of this Clause, it shall be deemed to have been taken after the completion of two (2) hours of such overtime work.

- Suitable paid break periods will be provided for Employees working overtime at the discretion of Airport Management. Such discretion shall be exercised in a reasonable manner giving due regard to the nature and progress of the work being done.
- 14.11 The Employer shall distribute overtime opportunities in an equitable fashion. No Employee shall be required to work overtime when other qualified Employees are willing and available to work. If other qualified Employees are unavailable, the Employee shall be required to work.
- An Employee at the time of the overtime worked shall have the option to receive overtime pay or bank time off to a maximum of eighty (80) banked hours per annum. Hours in the bank shall be paid out on December 1<sup>st</sup> if not utilized. Overtime shall be banked at the applicable overtime rate.

#### **ARTICLE 15 – HOLIDAYS**

15.01 The Employer recognizes the following as paid holidays:

New Year's Day
Family Day\*
Good Friday
Easter Monday
Victoria Day
Dominion Day
Heritage Day (First Monday in August)
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

## 15.02 Qualification for payment on Holidays

In order to qualify for holiday payment an Employee must have been employed for at least thirty (30) calendar days during the twelve (12) months immediately prior to the holiday. Where an Employee is required to work a shift which ends on the negotiated holiday he shall, in addition to his holiday pay, be entitled to the applicable overtime pay for all hours worked on that shift.

<sup>\*</sup> In the event the Federal Government proclaims a holiday in February, such holiday will replace Family Day. If the Federal Government proclaims any other holidays they shall be added to the above list.

- In order for an Employee to receive holiday pay he must have worked his last regularly scheduled shift prior to and immediately after the holiday unless his absence was due to accident or illness, which was subsequently verified by a doctor's certificate or alternatively unless the absence was duly authorized in writing by the Employer.
- Holiday pay for Employees shall be an amount equal to what they would have normally earned had they been required to work their normal hours on that day.
- 15.05 The Employer may designate a day for general observance of the negotiated holiday other than the actual day of the holiday so that the day of observance will be consecutive with a weekend.
- An Employee on shift who has a statutory holiday fall on a scheduled day off shall have such holiday moved to his/her next scheduled day of work or mutually agreed to day and that day will be considered as the Employee's statutory holiday.

#### **ARTICLE 16 – VACATIONS**

A permanent full-time Employee shall receive annual vacation with pay according to his anniversary of employment as follows:

Number of Anniversaries of Employment	Length of Vacation		
1	3 weeks		
after 8 years	4 weeks		
after 12 years	5 weeks		
15 years and over	6 weeks		

The above shall be lengthened by one (1) workday for every negotiated holiday which occurs during the period of vacation.

Employees shall not accrue annual leave when their wages are being paid directly from the insurance company or W.C.B. for absences of ten (10) or more working days.

- (a) Any Employee leaving the service during the first year of employment shall be paid six percent (6%) of his regular earnings for the time worked.
- (b) Any permanent full-time Employee leaving the service after having served one (1) year shall receive his pro rata portion of holiday pay computed in accordance with the above schedule.
- (c) All part-time Employees shall be paid the appropriate percentage of the above schedule based on their calculated seniority as per Article 8 either upon termination of employment or on their anniversary date.
- (d) All permanent part-time Employees shall be entitled to either Clause 16.01 (c) above, or the appropriate allotment of annual vacation.

#### 16.02 <u>Calculation of Vacation Pay</u>

Vacation pay shall be at the normal rate of pay earned by the Employee during that vacation period. Permanent Employees seniority date shall determine vacation entitlement. In order to carry over vacation accrual in excess of one (1) year approval is required in the form of a mutual agreement between the Employee and the Airport Manager or designate.

#### 16.03 <u>Preference in Vacations</u>

An Employee shall be granted a vacation period subject to the normal operational requirements of the Employer. Preference where practical will be given to more senior employees for up to their first **three** weeks of vacation.

#### 16.04 <u>Illness During Vacation Period</u>

If an Employee is sick whilst on his earned vacation, the day(s) of illness shall not be considered as vacation but shall be considered as sick time if he produces a certificate signed by a qualified medical practitioner.

An Employee who suffers the death of a member of his immediate Family during his vacation shall, at his discretion, be entitled to Bereavement Leave as per Clause 18.05, and such leave taken shall not be considered as vacation.

#### **ARTICLE 17 – SICK LEAVE PROVISIONS**

#### 17.01 Sick Leave Defined

Sick leave means the period of time an Employee is absent from work by virtue of being sick or disabled, quarantined as a result of exposure to a contagious disease or under examination or treatment of a qualified medical practitioner or dentist. The Parties agree that sick leave payments are intended only for protection of the income of Employees who are unable to work for these reasons.

An Employee having served thirty (30) calendar days service shall accrue one and one-half (1 ½) days per month with pay for sick leave. Any unused sick leave will accrue to a maximum of sixty (60) days.

A Probationary Employee shall not be entitled to sick leave with pay during the first month of service.

(a) Employees must report their inability to work due to illness to their Supervisor or the person designated to receive such reports before the start of their work or as soon as reasonably possible after work begins.

#### (b) Proof of Illness

An Employee may be required by Airport Management to produce a certificate from a duly qualified Medical Practitioner or dentist for any illness of three (3) working days or more certifying that such Employee is unable to carry out his duties due to illness.

Employees absent from work due to illness in excess of three (3) working days may be required to produce a Medical Practitioners Certificate certifying their inability to work on the Fourth (4<sup>th</sup>) day of illness. The Employer may cover the costs incurred to acquire the certificate. It is the Employee's obligation to keep the Supervisor informed of the status of illness (inability to work) on an ongoing basis.

(c) Failure to report or late reporting may result in their being considered AWOL even if a Medical Practitioner's Certificate is produced later.

In considering an Employee being AWOL, etc. for failure to report and/or produce certificates as per the above reporting procedure, allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him from reporting on time.

- (d) Failure to comply with any of these requisites shall result in loss of pay for the days of absence. Continued malpractices in this regard will result in more serious discipline and may lead to termination of employment.
- 17.03 If an Employee has resigned, retired or been discharged and after a lapse of time is reemployed, he is then deemed to be a new Employee for the purposes of these regulations except as provided by Clause 17.04 or except where the Employee was discharged by reason of the abolition of his position, in either of which case his sick leave entitlement after reinstatement shall be based upon his total years of employment in accordance with Clause 17.02.
- 17.04 Notwithstanding the provisions of Clause 17.02, any Employee whose services are being continued after he has reached retirement age and who suffers any general illness that caused him to be absent from duty for more than thirty (30) days is entitled to leave with pay for the thirty (30) days of absence only and during the remainder of his absence, his pension, if any, shall be paid to him.
- If an Employee is eligible to receive Workers' Compensation, he shall not be allowed leave with pay whilst such compensation is available to him. An Employee may arrange bridging, up to an amount not exceeding his current annual leave accrual, to provide him with income while awaiting payments from the Workers' Compensation Board. The Employee shall be required to assign the anticipated payment from Workers' Compensation Board to the Employer, if bridging is to be arranged.
  - (b) If an Employee is not eligible to receive Workers' Compensation, the Employee shall receive full pay from his sick leave accrual for five (5) working days and shall have one (1) full day deducted from his sick leave bank for each day he is unable to work.
  - (c) If the absence extends beyond seven (7) calendar days, the Employee shall on the eighth (8<sup>th</sup>) calendar day of absence apply for Weekly Indemnity, with the Employer's assistance. Allowance will be given for any extenuating circumstances, medically or otherwise, which prevents him from applying on this day. The Employer shall make reasonable efforts to provide the necessary forms

to the Employee in an expedient manner. The Employee shall, effective the sixth  $(6^{th})$  day of work absence, receive the greater of:

- (i) net pay from Weekly Indemnity and other sources as applicable, after all required deductions, equal to the net pay he would normally receive generated by pay for his regular scheduled hours of work, or,
- (ii) the insured benefit from Weekly Indemnity Insurance, less all required deductions, until his sick leave accrual as defined in Clause 17.02 is exhausted in accordance with Clause 17.05 (e).
- (d) While the Employee is on full net pay from Weekly Indemnity and sick leave accrual, he shall be considered on leave with pay and shall be entitled to all rights, benefits and accruals under this agreement.
- (e) While receiving full net take home pay from Weekly Indemnity and his sick leave accrual, the Employee's accumulated sick leave bank shall decrease by one-third (1/3) of a full day's sick leave for each day's absence.
- (f) While the Employee is receiving sick pay, Weekly Indemnity benefits will be assigned to the Employer. After the Employee has used his sick leave accrual, the Employer shall redirect the Weekly Indemnity benefits to the Employee.
- (g) If an illness is such that it requires an Employee to be off work longer than one-hundred-twenty (120) consecutive calendar days, the Employee shall apply for Long Term Disability with the Employers assistance.
- 17.06 An Employee who, after a period of sick leave on part pay or without pay, returns to duty on a Monday or Tuesday following a negotiated holiday, shall revert to full pay effective the preceding Sunday.
- 17.07 A probationary, temporary or seasonal Employee who is absent from duty through illness for a period of two (2) weeks or less, shall have his salary in respect of such absence withheld until at least one (1) week after his resumption of duty.

#### 17.08 <u>Illness in the Family</u>

Where no one living or residing at home other than the Employee can provide for the needs during illness of an immediate member of his family, an Employee shall be entitled, after notifying Airport Management, to use a maximum of five (5) accumulated sick leave days per year to care for the member of the family who is ill.

## 17.09 <u>Sick Leave During Lay Off</u>

When the Employee is laid off on account of lack of work, he shall not accrue sick leave credits for the period of such absence but shall retain his cumulative credit, if any, existing at the time of lay off for such period of time that he retains his seniority.

17.10 An Employee returning from an illness or injury shall return to his former position or equivalent position, if he is able or to a vacant position which he is able to perform.

#### ARTICLE 18 - LEAVE OF ABSENCE

- 18.01 An Employee shall use a leave of absence only for the purpose for which it was granted.
- 18.02 (a) An Employee shall be entitled to leave with pay of up to two (2) hours for a local dentist or physician's appointment which they could not schedule outside of working hours. The Employee will return to work after the appointment if their shift has not concluded or forfeit their pay for such leave.
  - (b) An Employee who is referred to a specialist or orthodontist by their local physician or dentist out of the Municipality of Wood Buffalo may utilize up to two (2) sick days per occurrence to attend to such appointments if they cannot be scheduled on days off.
- An Employee on a leave of absence without pay which is in excess of ten (10) consecutively scheduled work days or shifts shall retain all annual vacation and sick leave accruals to their credit. Any further accruals and Employer contributions to the benefit plans shall cease for the total period of the leave.
- 18.04 The Employer shall grant leave of absence with pay to the Employees representing the Union in accordance with the provisions:
  - (a) In the event that an Employee is elected or appointed to the Negotiating Committee for the Union, he shall be granted leave at his regular rate of pay for the purpose of attending Joint Collective Bargaining, Conciliation or Mediation Meetings with the Employer in the establishment of a new Collective Agreement. It is understood that no more than one (1) Employee from the Union will be granted leave with pay for the purpose of attending such meetings on behalf of the Union and that the applicable management will be advised in writing of the names of the elected or appointed Employees at least thirty (30) calendar days prior to the termination date of the Collective Agreement. In the context of the above part days are considered as full days.
  - (b) Subject to operational requirements a second employee may be granted an unpaid leave to attend negotiations.
  - (c) If an accredited representative of the Union is required to meet with the Employees representatives, or attend a meeting to discuss a grievance during working hours, he shall be granted leave with pay subject to suitable arrangements with Airport Manager or designate concerning his own work responsibilities. The Employee who is grieving shall be granted leave with pay to attend such meeting.
  - (d) Leave of absence with pay shall be for those regular hours the Employee normally would have worked had he not been required to meet with the Employer.
- An Employee elected as a delegate to Union conventions, seminars, or training sessions shall be granted leave of absence and he shall continue to receive his regular pay and benefits. The Union shall reimburse the Employer for all such pay and benefits when billed by the Employer. Leave of absence for these events shall be requested at least ten (10) working days in advance to the Employee's immediate Supervisor. At no time shall more than one (1) Employee be absent on leave with or without pay on Union business.

#### 18.06 Bereavement Leave

A permanent or probationary Employee at his discretion shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide for reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.

18.07 At the discretion of the Employer, leave with pay may be granted to a permanent or probationary Employee in the event of critical illness of the Employee's spouse, child or close relative. The Employer may decide that the leave is more appropriate under the provisions of Clause 17.08.

#### 18.08 Pallbearer's Leave

One (1) day's leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.

#### 18.09 Witness and Jury Duty

An Employee who has been subpoenaed to appear in Court as a witness or a juror on a working day, during his regular hours of work, shall be allowed the required time off without loss of pay at his regular rate of pay, provided that any wage replacement or conduct money, exclusive of traveling expenses, paid to the Employee for such an appearance is given to the Employer.

#### 18.10 Emergency Leave

Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

- A male Employee shall, at his discretion, be granted up to three (3) days leave of absence with pay to attend to the delivery of his child, or alternately to receive his spouse at home who has given birth. These days need not be consecutive.
- 18.12 Leave of absence with pay for other matters of mutual concern may be made at the Employer's discretion.
- 18.13 Individual Employees may apply in writing for leave of absence without pay. Such leave, when granted, shall be without loss of seniority. The written consent shall state the dates of which the leave of absence begins and ends.

Subject to thirty (30) calendar days notice, where possible, and to the efficient operation of the Fort McMurray Regional Airport not being unduly restricted, the Employee shall be granted the leave.

#### 18.14 Maternity and Parental Leave

- (a) Maternity/Paternity leave shall be granted by the Employer to an eligible Employee in accordance with the Parental Benefits provisions of the Canada Labour Code.
- (b) An Employee on maternity leave will not lose seniority.
- (c) At the conclusion of maternity leave, an Employee may be granted a further leave of absence of up to one (1) year if applied for under the provisions of Clause 18.12.
- (d) When the Employee is absent for more than six (6) months on maternity leave, and where the Employee has failed to notify the Employer of an extension of leave of absence prior to such leave being taken, the Employee shall automatically be deemed to have terminated employment when the six (6) month period expires.

#### 18.15 <u>Adoption Leave</u>

Where a permanent Employee seeks maternity leave due to legal adoption, the provisions of Clause 18.14 shall apply insofar as they may be appropriate.

#### **ARTICLE 19 – PAYMENT OF WAGES**

#### 19.01 Pay Days

Employees shall be paid bi-weekly. On each payday, each Employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

### **ARTICLE 20 – BENEFITS**

- 20.01 Eligible Employees upon successful completion of their probationary period shall be enrolled into the Local Authorities Pension Plan.
- 20.02 The Employer shall pay one-hundred percent (100%) of the following premiums for all permanent Employees:
  - (a) Life Insurance.
  - (b) Accidental Death and Dismemberment.
  - (c) Dental.
  - (d) Comprehensive Extended Insurance.

The Employees shall pay one-hundred percent (100%) of the premiums for Short Term and Long Term Disability.

Any changes to the benefit provider or its coverage shall be subject to negotiations between the Employer and the Union. Health benefits and insurance coverage are identified in Appendix "E".

20.03 The Employer shall pay premiums for Dental and the Comprehensive Extended Insurance Plan for Employees in receipt of Long Term Disability payments.

#### **ARTICLE 21 – JOB SECURITY**

- 21.01 The Employer agrees to consult with the Union and to allow the Union an opportunity to express their concerns and to present alternatives prior to engaging in any contracting out where such sub-contracting, transferring, leasing, assigning or conveying of the work or services to any person, company or non-bargaining unit Employee could result in any loss of employment or reduction of regular hours on the part of any of the Employees covered by this Agreement.
- 21.02 In the event of an employee being permanently laid off due to contracting out of services, the employee will receive thirty (30) days additional notice or payment in lieu in addition to payment received under Article 10.07.
- 21.03 The Employer agrees to be covered by the technological change provisions of the Canada Labour Code.

#### ARTICLE 22 – CLOTHING AND EQUIPMENT

22.01 The Employer shall provide the following clothing and equipment, which shall remain the property of the Employer:

Security Guards

2 long sleeve shirts

2 short sleeve shirts

2 pairs of pants

1 multi-seasonal jacket

1 toque 1 cap

Shoes as per Article 22.02

Airside Employees

2 pair safety glasses

1 pair of gloves

2 coveralls

1 winter coat

1 winter bib pants

1 toque

1 summer jacket

Boots as per Article 22.02

Custodians

2 long sleeve shirts

2 short sleeve shirts

2 pairs of pants

3 bibs

#### 22.02 <u>Uniforms</u>

Where conditions of employment require the use of C.S.A. approved safety or winter footwear, the Employer will pay two hundred (\$200.00) dollars per year towards the purchase of such footwear for permanent employees.

#### **ARTICLE 23 – HEALTH AND SAFETY**

#### 23.01 <u>Co-operation on Health and Safety</u>

- (a) The Employer and the Union agree to cooperate in conducting airport operations in a manner which will provide adequate protection of the health and safety of Employees, consistent with applicable Health and Safety legislation.
- (b) The Union and the Employer shall cooperate in improving rules and practices which will provide adequate protection to Employees engaged in hazardous work, including the establishment of the Health and Safety Committee.

#### 23.02 Health and Safety Committee Pay Provision

The Airport Joint Health and Safety Committee shall hold meetings as required to deal with all unsafe, hazardous and dangerous conditions. Representatives of the Union shall suffer no loss of regular pay for attending such meetings. Copies of Minutes of all committee meetings shall be sent to the Employer and the Union.

#### 23.03 <u>Health and Safety Measures</u>

Employees working in an unsanitary or dangerous job shall be supplied with all the necessary tools, safety equipment and protective clothing. The Employer agrees to establish a Working Alone policy with consultation with the Health and Safety Committee.

#### 23.04 No Disciplinary Action

No Employee shall be disciplined for refusal to work on a job or to operate any equipment which is not safe.

#### **ARTICLE 24 – GENERAL CONDITIONS**

#### 24.01 Bulletin Boards

The Employer shall provide bulletin boards which shall be placed so that all Employees will have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the Employees.

#### 24.02 Tool Replacement

The Employer shall supply all tools and equipment required by Employees, including shop tools, for the performance of their duties. Replacement in all cases will be made by producing the worn, burned or broken tool.

#### **ARTICLE 25 – NO STRIKE OR LOCKOUT**

25.01 It is agreed that during the life of this Agreement, there shall be no strike, slow-down or similar interruption of service by the Employees, nor shall the Union encourage such action, and further, there shall be no lockout by the Employer.

#### **ARTICLE 26 - OUT OF SCHEDULE PAY RATES**

Should the Regional Airport experience difficulty recruiting employees for any position due to the rates of pay required by the marketplace, the Regional Airport shall have the right to set Out of Schedule rates above the pay rates outlined in Appendix "A" for the position. The Union will be notified of Out of Schedule positions, pay rates and changes thereto. All incumbents in positions identical to those adjusted due to the market, will be moved up to the Out of Schedule wage rate. Increments, if applicable, will be earned in accordance with the schedule of wages. Employees receiving Out of Schedule wage rates will be given six (6) months' notice, in writing, of any reduction or cancellation of the Out of Schedule rates and will be returned to their normal rate in accordance to Appendix "A". A copy of such notice shall be provided to the Union. An Employee's salary anniversary date will not be changed.

#### 26.02 <u>Job Descriptions</u>

The Employer agrees to compile job descriptions for all positions within the Bargaining Unit and to present these job descriptions to incumbents and the Union as they are completed.

Revisions to existing job descriptions shall be undertaken with input from all affected Employees.

Any Employee who may feel that there are errors or omissions in such job descriptions may on their own or with their Steward, if they so desire, discuss same through the usual procedure in an effort to resolve such alleged discrepancies. In the event such discrepancies are not resolved they may be the subject of a grievance.

## <u>ARTICLE 27 – TERM OF AGREEMENT</u>

- 27.01 This Agreement shall be binding and remain in effect from the date of ratification to **March 31**, **2012** and shall continue from year to year thereafter unless either Party gives the other notice in writing, such notice shall state the change or changes requested.
- 27.02 Where notice to negotiate amendments for a new Agreement has been given, then this Agreement shall continue in force and effective during the period that the Parties bargain for a new Collective Agreement.
- 27.03 Notwithstanding anything in this Article, any portion of this Agreement may be opened for negotiation between the Employer and the Union at any time provided that both Parties agree.

# Appendix "A"

#### **CLASSIFICATION OF AIRPORT POSITIONS**

The following shall be the minimum rate paid to employees in their classification. Any changes will be discussed with the Union.

. ]				
Position	2008	March 31, 2009	March 31, 2010	March 31, 2011
Office Clerk (Receptionist)	\$27.00	\$28.08	\$28.92	\$30.08
Accounting Clerk	\$32.63	\$33.94	\$34.95	\$36.35
Airport Maintenance Tech I	\$32.84	\$34.15	\$35.18	\$36.59
Airport Maintenance Tech II	\$33.11	\$34.43	\$35.47	\$36.89
Lead Hand (Maintenance Tech. II)	\$36.20	\$37.65	\$38.78	\$40.33
Operations Maintenance Support Person	\$36.20	\$37.65	\$38.78	\$40.33
Maintenance Crafts Person	\$37.65	\$39.16	\$40.33	\$41.94
Safety Health & Wellness Officer	\$36.20	\$37.65	\$38.78	\$40.33
Millwright Mechanic	\$43.82	\$45.57	\$46.94	\$48.82
Security Officer	\$23.40	\$24.34	\$25.07	\$26.07
Custodian	\$25.80	\$26.83	\$27.64	\$28.74

Probationary Rate is \$3.00 less than classification rate.

Minimum requirement for AMT II is Airside Vehicle Operators Permit (AVOP), and a Class 3 license.

AMT II assigned wildlife officer receives one (\$1.00) dollar per hour premium.

Student rates shall be (60%) percent of the classification to which they are assigned provided they are not replacing a permanent employee.

Employees currently paid above these rates shall continue to receive such rate until their rat equals the above.

Current Receptionist to receive current rate as per employment offer and percentage increases to apply as per new Collective Agreement.

Trades rate adjustments to potential market rate.

In the event a new classification is created, the Employer shall discuss same with the Union.

# Appendix "B"

#### LETTER OF UNDERSTANDING

#### between

#### THE FORT MCMURRAY REGIONAL AIRPORT COMMISSION

#### and

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

The Parties hereto agree that when the Employer deems it necessary to implement a ten (10) hour work day for Employees covered under the terms and conditions of the Collective Agreement, that such Employees shall be notified pursuant to Clause 13.04 of the Collective Agreement and that the following Clauses shall replace or be added to the Collective Agreement where appropriate.

For purposes of this Agreement, the normal hours of work for all Employees shall be ten (10) hours per day with a thirty (30) minute meal break.

For purposes of this Agreement, the hours of work shall be ten (10) hours per day, eighty (80) hours biweekly, which shall include two (2) fifteen (15) minute rest periods and one (1) thirty (30) minute meal break normally taken at midpoint of the shift.

For the purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the attached schedule or length of rotation where it deems necessary.

For the purposes of this Agreement, all Employees shall be permitted two (2) fifteen (15) minute rest periods.

For purposes of this Agreement, if an Employee is required to work more than ten (10) consecutive hours of overtime, he shall receive at least ten (10) hours rest before commencing his next regular shift, and failing that, he shall continue to receive the applicable overtime until he has received ten (10) hours rest.

For purposes of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement.

For the purposes of this Agreement, an Employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for sick leave and any unused sick leave will accrue to the benefits of the Employee to a maximum of four-hundred-eighty (480) hours.

For purposes of this Agreement, an Employee who is absent due to illness or injury from a shift will be debited for ten (10) hours sick leave.

- 18.06 A permanent or probationary Employee at his discretion shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide for reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.
- 18.08 One (1) day's leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.
- 18.10 Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for Employees working ten (10) hour shifts. For the purpose of implementing future ten (10) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements.

# Appendix "C"

#### LETTER OF UNDERSTANDING

between

# THE FORT MCMURRAY REGIONAL AIRPORT COMMISSION and

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

The Parties hereto agree to modify the Collective Agreement for those Employees currently working twelve (12) hour shifts, and for the purposes of future twelve (12) hour shifts. The following Clauses shall be added to the Collective Agreement where appropriate.

All other provisions of the Collective Agreement shall apply.

For purposes of this Agreement, the normal hours of work for all Employees shall be twelve (12) hours per day.

For purposes of this Agreement, the hours of work shall be twelve (12) hours per day, which shall include two (2) paid fifteen (15) minute rest periods and one (1) paid thirty (30) minute meal break normally taken at midpoint of the shift.

Added meal breaks may not be taken due to operational requirements caused by weather or operational emergencies.

#### Shift Turnover

Employees who relieve another will assure sufficient discussion occurs between the counterparts of the shift that is coming off duty and the one that is coming on duty to ensure that the shift is being turned over as safely and efficiently as possible.

For purposes of this Agreement, the Employer maintains the sole and exclusive right to adjust the attached schedule or length of rotation where it deems necessary.

For purposes of this Agreement, all Employees shall be permitted two (2) fifteen (15) minute rest periods.

For purposes of this Agreement, if an Employee is required to work more than twelve (12) consecutive hours of overtime, he shall receive at least twelve (12) hours rest before commencing his next regular shift, and failing that, he shall continue to receive the applicable overtime until he has received twelve (12) hours rest.

For purposes of this Agreement, paid vacation shall be granted on the same seniority basis as shown in the Collective Agreement.

For purposes of this Agreement, an Employee having served thirty (30) calendar days service shall be allowed twelve (12) hours per month with pay for sick leave and any unused sick leave will accrue to the benefit of the Employee to a maximum of four-hundred-eighty (480) hours.

For purposes of this Agreement, an Employee who is absent due to illness or injury from a shift will be debited for twelve (12) hours sick leave.

- 18.06 A permanent or probationary Employee at his discretion shall be granted up to four (4) regularly scheduled consecutive work days leave without loss of pay for the purpose of attending the funeral in the case of the death of a parent, wife, husband, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild, grandparent, or common-law spouse. Where the burial occurs outside the Province, such leave shall be extended to provide for reasonable traveling time, however, the total leave provided by this Clause shall not exceed five (5) working days.
- 18.08 One (1) day's leave shall be granted to a permanent Employee without loss of regular salary or wages to attend a funeral as a pallbearer.
- 18.10 Permanent and probationary Employees shall be allowed a maximum of five (5) working days leave of absence at regular pay and without loss of seniority and benefits where a serious fire or flood occurs in the Employee's home.

This Memorandum of Agreement shall remain in effect during the life of the Collective Agreement for Employees working twelve (12) hour shifts. For the purpose of implementing future twelve (12) hour shifts, start and end dates shall be established by mutual consent.

It is understood by both Parties to this Agreement that the terms and conditions of this Agreement are in no way precedent or binding in any future negotiations for other Memorandum of Agreement and Collective Agreements.

# Appendix "D"

#### LETTER OF UNDERSTANDING

between

#### FORT MCMURRAY REGIONAL AIRPORT COMMISSION

and

#### THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1505

#### **Cost of Living Allowance**

Permanent Employees will be paid a cost of living allowance in the amount noted below.

<u>Full Time Employees</u> will receive for the term of the agreement, on a bi-weekly basis, four hundred and eight (\$480.00) dollars per pay.

<u>Permanent Part Time Employees</u> will receive for the term of the agreement, on a bi-weekly basis, a prorated cost of living allowance based on their regularly scheduled hours of work.

This letter of understanding expires on March 31, 2012.

DATED July 2/09

Fort McMurray Regional Airport Commission	CUPE Local 1505

Appendix "E"
Great West Life Benefit Package

	V ost Eile Benefit i ackage
Core Benefit	Coverage
Basic Employee Life Insurance	200% (300%) for Firefighters of annual earnings,
	rounded to the higher \$1,000 to a maximum of
	\$500,000.
Basic Employee Accidental Death &	Accidental Death: Same as Employee Life AD&D
Dismemberment	Loss: benefit will follow a loss schedule to determine
	the percentage of benefit amount noted above.
Dependent Life Insurance	\$10,000 Life benefit for Spouse and each eligible
	Child.
Long Term Disability	66.67% of earnings to maximum of \$6,000/month
	(maximum of \$8,000/month for Management).
Short Term Disability	66.67% of earnings to a maximum of \$1,000 per week.
Global Medical Assistance	Benefit provides assistance with travel arrangements
	(500 km from home or more) following a medical
	emergency.
Best Doctors	Benefit connects individuals to the leading medical
	experts and centers of excellence in the world.

Optional Benefit	Coverage
Optional Employee & Spouse Life Insurance	Available in units of \$10,000 to a maximum of
Ļ	\$500,000 coverage is effective after medical evidence
<u>)                                    </u>	of insurability is approved.
Employee and Spouse Optional Accidental	Available in units of \$10,000 to a maximum of
Death & Dismemberment	\$300,000 payable with an accidental death
	AD&D Loss benefit will follow a loss schedule to
	determine the percentage of the above amount payable.
Optional Solace for Employee & Spouse	Connects individuals to leading medical experts and
	centers of excellence in the world, while providing the
	best financial support necessary to pursue the best
	treatment options coverage is effective after medical
	evidence of insurability is approved.
Optional Critical Illness for Employee &	Available in units of \$10,000 to a maximum of
Spouse	\$250,000 benefit is payable upon the diagnosis of one
	of 21 difference Critical Illnesses (qualifying periods
	do apply) coverage is effective after medical evidence
	of insurability is approved.

The below charts represent more commonly used provisions. Please refer to the benefit booklet for more details.

	Waiver due to spousal coverage	Option 1	Option 2	Option 3	Option 3 (Firefighters only)
Healthcare Reimbursement Level	No	70% Reimbursement Plan, increasing to 100% after \$1,000 has been paid in a calendar years.	85% Reimbursement Plan, increasing to 100% after \$1,000 has been paid in a calendar year.	100% Reimbursement Plan	100% Reimbursement Plan
Health Care Spending Account	coverage. This option is only	\$800	\$400	None	None
Ambulance	available if the	Covered	Covered	Covered	Covered
Drugs (coordinated with provincial drug plans)	employee and/or dependents are covered by a spouse's group plan.	Drugs legally requiring a prescription, Generic substitution, and \$9 dispensing fee cap.	Drugs legally requiring a prescription, Generic Substitution, and \$9 dispensing fee cap.	Drugs legally requiring a prescription.	Drugs legally requiring a prescription.
Hospital		Private Hospital and covered medical supplies and services (maximums will apply).	Private Hospital and Covered Medical Supplies and Services (maximums will apply).	Private Hospital and Covered Medical Supplies and Services (maximums will apply).	Private Hospital and Covered Medical Supplies and Services (maximums will apply).
Out-of-Country		100% Emergency Out-of-Country coverage including Global Medical Assistance.  Non-emergency Out-of-Country \$100/day.	100% Emergency Out of Country Coverage including Global Medical Assistance.  Non-emergency Out of Country \$100/day.	100% Emergency Out of Country Coverage including Global Medical Assistance.  Non-emergency Out of Country \$100/day.	100% Emergency Out of Country Coverage including Global Medical Assistance.  Non-emergency Out of Country \$100/day.

Paramedical Services	Psychologists/ Social Worker \$500 annual maximum.	Psychologists/ Social Worker \$500annually. Other Covered Paramedical Services to a combined \$750 annual maximum.	Psychologists/So cial Worker \$500 annually. Other Covered Paramedical Services to a combined \$1,000 annual maximum.	Psychologists/ Social Worker \$50 per visit to \$500/ear.  Physiotherapy, Speech Therapist, Chiropractors, Osteopaths and Podiatrists/Chiropo dist - \$65 per visit up to 20 visits/year.  Massage Therapy - \$80 per visit up to
Vision care	Eye Exams \$50 every 24 months.	Vision coverage to \$200 every 24	Vision coverage to \$300 every 24	20 visits/year.  Homeopath and Naturopath - \$35 per visit up to 20 visits/year.  Acupuncturist - \$50 per visit max 20 visits/year  Vision coverage to \$350 every24
	The state of the s	months for adults. Eye exams \$70 every 24 months.	months for adults. Eye exams \$90 every 24 months.	months for adults (12 months for children under 14). Eye exams \$80 every 24 months
Dental care Reimbursement Level	70% Basic 70% Dentures/Bridges 60% Major 50% Orthodontics 100% Accidental Dental.	80% Basic 80% Dentures/Bridges 60% Major 50% Orthodontics 100% Accidental Dental	100% Basic 100% Dentures/Bridges 80% Major 50% Orthodontics 100% Accidental Dental	100% Basic 100% Dentures/Bridges 80% Major 50% Orthodontics 100% Accidental Dental
Maximum	\$1,000 per person each plan year (Basic & Major combined) Unlimited Accidental Dental.	2,000 per person each plan year (Basic & Major combined) \$2,000 lifetime per child (Orthodontic) Unlimited Accidental Dental	\$2,500 per person each plan year (Basic & Major combined) \$3,000 lifetime per child (Orthodontic) Unlimited Accidental Dental	\$2,500 per person each plan year (Basic & Major combined) \$3,000 lifetime per child Orthodontic) Unlimited Accidental Dental

# It's Time to Enroll in... Your Flexible Benefit Plan

#### All Active Permanent Members (Except Elected Officials)

As a Regional Municipality of Wood Buffalo (RMWB) employee, you are eligible to participate in the RMWB;s Flexible Benefits Program.

Some benefits are flexible – you select the coverage you need – some are optional, and some cover you automatically.

#### Your Flexible benefit plan includes:

- Option 1 Healthcare, Dentalcare & Health Care Spending Account
- Option 2 Healthcare, Dentalcare & Health Care Spending Account
- Option 3 Healthcare, Dentalcare
- Note: detailed information about what is covered is available in the benefit booklet.

#### You are automatically covered under:

- Basic Employee Life Insurance & Dependent Life for those with families)
- Basic Accidental Death and Dismemberment (AD&D) Insurance
- Short Term Disability (STD) Insurance
- Long term Disability (LTD) Insurance
- Global Medical Assistance (GMA), emergency medical assistance for travelers
- Best Doctors Service Card

#### Other benefits and services include:

- Optional Employee and Spouse Life Insurance
- Employee and Family Optional Accidental Death and Dismemberment (AD&D)
  Insurance
- Optional Employee and Spouse Solace Insurance
- Employee and Spouse Optional Critical Illness benefits

This package contains important information about your flexible benefit plan. Be sure to read this information carefully before making your selections on GroupNet Flex. Pay special attention to any step-up and step-down restrictions associated with your choices.

# **Table of Contents**

Enrolling in your Flexible Benefit Plan	3
How Your Flexible Benefit Plan Works	
Who is eligible?	3
Choose Your Options	4
Healthcare and Dentalcare	4
How to Get the Most from Your Plan	4
What if I Don't Enroll	7
Default Coverage.	
Other Benefits	8
Employee Life Insurance	8
Dependent Life Insurance	8
Long Term Disability	8
Short Term Disability (STD)	9
Global Medical Assistance (GMA)	9
Best Doctors Service Card	9
Optional Benefits	10
Optional Employee and Spouse Life Insurance	10
Employee and Family Optional Accidental Death & Dismemberment (AD&D) Insurance	10
Optional Employee and Spouse Solace Insurance	10
Employee and Spouse Optional Critical Illness Insurance	11
Employee and operate Optional Critical liniess insulance	11
When Can I Make Changes?	12
How to Make a Claim	14
How to Get the Most from Your Plan	14
Reminders	15

# Enrolling in your Flexible Benefit Plan

### How Your Flexible Benefit Plan Works

Under the flexible benefit plan, there are three different levels of benefit coverage. Each level is known as an Option. The higher the Option, the more extensive the coverage.

### How to Enroll in Your Flexible Benefit Plan

This Enrollment guide will help you to create a personal benefits package that reflects the specific needs of you and your family.

You are encouraged to perform "what if" selections in Group Net Flex while you review the information on these pages. GroupNet Flex will help you calculate the costs of your benefit choices.

Please refer to the "Welcome to GroupNet Flex" instructions for the step by step instructions on how to enroll using GroupNet Flex.

Coverage you choose will be effective on the first day of the new plan year, January 1<sup>st</sup>, 2009. Benefits that require medical evidence will be effective the day the benefit is approved by Great West Life.

### Who is eligible?

#### You

You are eligible to participate if you are a permanent employee working at least the minimum number of hours per week on a regular basis, as follows:

20 hours for Long Term Disability Coverage; and

15 hours for all other benefits.

### Your Eligible Dependents

Eligible dependents are:

- Your spouse, legal or common-law (after a 12 month cohabitation period).
- Your unmarried children under age 21, or under age 25 if they are full-time students.

Children who are incapable of supporting themselves because of physical or mental disorder are covered without age limit if the disorder begins before they turn 21, or while they are students under 25, and the disorder has been continuous since that time.

### **Choose Your Options**

### Healthcare and Dentalcare

You can choose one of 3 Options of Healthcare and Dentalcare coverage for you and your eligible dependents. A comparison of the benefits Options has been provided in the benefits overview below.

### **IMPORTANT**

If you choose Healthcare and Dentalcare Options 1, 2 or 3 now, this can be changed up or down by one level at the next enrollment.

If you are covered under your spouse's Healthcare and Dentalcare plan through his/her employer, you can waive your Healthcare and Dentalcare coverage. You will be asked for proof of spousal coverage. If your spouse loses his or her coverage, benefits can be added back at that time.

#### How to Get the Most from Your Plan

One of the best ways to make benefits work for you is to coordinate your coverage with your spouse's coverage. By using two plans, you can often receive 100% reimbursement for eligible expenses.

Coordinating benefits can seem confusing at first. Here are simple steps on how coordination of benefits works when your spouse has family coverage under another employer's plan.

- Submit your own claims to your plan first, then to your spouse's plan.
- Submit your spouse's claims to his or her plan first, then to your plan.
- Submit dependent claims to the plan of the spouse who has the earliest birthday in the calendar year first, then to the other plan.
- If any expenses remain after both plans have paid their portion, and you have a Health Care Spending Account (HCSA), submit the eligible expense to your HCSA for reimbursement.

# Before you choose Healthcare & Dentalcare Option, consider:

- Medical evidence of insurability is not required.
- Coverage under your spouse's plan.
- Coverage under your provincial healthcare plan.
- Your past and expected medical expenses.
- Using the Health Care Spending Account.
- You can increase or decrease you Option by only one level at any Annual Re-Enrollment.

# **Choose Your Options**

# Healthcare, Visioncare & Dentalcare Overview

\*Please review the benefit booklet for more details.

	Waiver due	Option 1	Option 2	Option 3
	to spousal coverage			
Healthcare Reimbursement Level	g	70% Reimbursement Plan, increasing to 100% after \$1,000 has been paid in a calendar year	85% Reimbursement Plan. Increasing to 100% after \$1,000 has been paid in a calendar year	100% Reimbursement Plan
Health Care Spending Account		\$800	\$400	None
Ambulance		Covered	Covered	Covered
Drugs (coordinated with provincial drug plans)	No coverage. This option is only	Drugs legally requiring a prescription, generic substitution and \$9 dispensing fee cap	Drugs legally requiring a prescription, generic substitution, and \$9 dispensing fee cap	Drugs legally requiring a prescription
Hospital	available to the employee and/or dependents are covered	Private Hospital and covered medical supplies and services (maximums will apply)	Private Hospital and covered medical supplies and services (maximums will apply)	Private Hospital and covered medical supplies and services (maximums will apply)
Out-of-Country	by a spouse's group plan.	100% Emergency Out-of-Country coverage including Global Medical Assistance  Non-emergency Out-of-Country \$100/day	100% Emergency Out- of-Country coverage including Global Medical Assistance Non-emergency Out-of- Country\$100/day	100% Emergency Out-of-Country coverage including Global Medical Assistance Non-emergency Out- of-Country \$100/day
Paramedical Services		Psychologists/Social Worker \$500 annually. Other covered Paramedical Services to a combined \$500 annual maximum	Psychologists/Social Worker \$500 annually. Other covered Paramedical Services to a combined \$750 annual maximum	Psychologists/Social Worker \$500 annually. Other covered Paramedical Services to a combined \$1,000 annual maximum
Vision Care		Eye Exams \$50 every 24 months	Vision coverage to \$200 every 24 months for adults. Eye exams \$70 for every 24 months	Vision coverage to \$300 every 24 months for adults. Eye exams \$90 for every 24 months

Dental Care	70% Basic	80% Basic	100% Basic
Reimbursement Level	70% Dentures/Bridges	80% Dentures/Bridges	100%
1	50% Major	60% Major	Dentures/Bridges
	No Orthodontics	50% Orthodontics	80% Major
	100% Accidental Dental	100% Accidental Dental	50% Orthodontics
			100% Accidental
			Dental
Maximum	\$1,000 per person each	\$2,000 per person each	\$2,500 per person
	plan year (Basic & Major	plan year (Basic &	each plan year (Basic
	combined)	Major combined)	& Major combined)
	Unlimited Accidental	\$2,000 lifetime per child	\$3,000 lifetime per
	Dental	(Orthodontic)	child (Orthodontic)
		Unlimited Accidental	Unlimited Accidental
		Dental	Dental

### **Choose Your Options**

#### **Basic services:**

Includes polishing, fillings, x-rays, preventive scaling, oral examinations, root canal therapy, bridgework, and dentures.

### Major services:

Includes crowns and onlays, and dental implants as an alternate benefit.

### **Orthodontic services:**

Applies only to eligible dependent children who are under the age of 21, when treatment commences.

#### The Health Care Spending Account Overview

The Health Care Spending Account is an easy way to pay for medical and dental expenses that would otherwise come out of your pocket. It is most effective if you use it in coordination with your other flex coverage and/or any coverage your spouse may have.

### How do I use the Health Care Spending Account?

The Health Spending Account operates like a bank account for benefits. You deposit credits into it when you enroll, and then use the account, as you need it, to cover medical and dental expenses. Credits leftover at the end of the year can be carried forward to one additional year only.

Examples of expenses that could be covered under the Health Spending Account include:

- deductibles and co-insurance (from the Health and Dental Plans)
- prescription drugs
- eyeglasses and contact lenses
- paramedical services (e.g. chiropractic and physiotherapy)
- premium your spouse pays for Health and Dental coverage through their employer

The Income Tax Act governs the type of expenses that can be claimed under the Health Care Spending Account.

#### Roll-Over unused credits

Any credits remaining from the previous year's HCSA balance will not be lost. Instead these credits are rolled-over and added to the current plan year's credit balance.

Unused credits from the prior plan year are first used to reimburse any claims from the prior year that are submitted before March 31<sup>st</sup>. The prior year claims will only be reimbursed up to the amount of the remaining unused credits from the prior year. Once this period has elapsed, prior year claims can no longer be paid. Current year claims submitted may also be paid from any unused credits from the prior plan year.

# What If I Don't Enroll?

# **Default Coverage**

If you do not enroll you will automatically be provided with the following coverage:

	New Employee or Initial Enrollment	Re-enrollment
Benefit	Coverage/Option	Coverage/Option
Healthcare (as long as you have provided Medicare coverage)	Option 3	Same as previous year
Dentalcare	Option 3	Same as previous year
Basic Employee Life Insurance	200% of annual earnings (300% for Firefighters)	Same as previous year
Basic Employee AD&D	Same as Employee Life	Same as previous year
Dependant Life Insurance	\$10,000 for Spouse and each eligible Child	Same as previous year
Long Term Disability	66.67% of earnings to a maximum of \$6,000/month (\$8,000 for Management)	Same as previous year
Short Term Disability	66.67% of earnings to a maximum of \$1,000 per week	Same as previous year
Optional Employee & Spouse Life Insurance	No coverage	Same as previous year
Employee and Spouse Optional Accidental Death & Dismemberment	No coverage	Same as previous year
Optional Solace for Employee & Spouse	No coverage	Same as previous year
Optional Critical Illness for Employee & Spouse	No coverage	Same as previous year

# Important Deadline

Your enrollment window is from November 17 to November 28. If you have not enrolled within this time period, you will be given the default coverage outlined above.

### Other Benefits

Following is a brief summary of the other benefits coverage provided to you under your Plan. Basic Employee Life Insurance

Basic Employee Life Insurance ensures all employees have a minimum level of insurance protection. You are automatically covered, at no cost, for Life Insurance equal to 200% (300% for Active Firefighter Members) of your annual earnings (rounded to the higher \$1,000) to a maximum of \$500,000. This RMWB paid premium is a taxable benefit to you.

### Dependant Life Insurance

Dependent Life Insurance ensures a minimum level of insurance protection for all eligible spouses and dependants. You are automatically covered, at no cost, for this coverage and the amount is \$10,000 for your spouse and each eligible child.

### Basic Accidental Death & Dismemberment (AD&D)

Basic AD&D Insurance provides a lump sum payment in the event of accidental death, or accidental injury resulting in a total and permanent loss of sight, limbs or use of limbs. The accidental death benefit is equal to the Basic Employee Life Insurance amount.

In the case of an employee's accidental death or in a situation where an AD&D loss occurs, additional benefits which may be payable include:

- Occupational Training Benefit for Spouses
- Education Benefit for Children
- Family Transportation Benefit
- Education Benefit
- Wheelchair Benefit

### Long Term Disability (LTD)

The Long Term Disability benefit is mandatory for all employees. You are eligible for coverage if you are under age 65.

Payment of LTD benefits is subject to the provision of satisfactory medical documentation, and begins after you have been continuously disabled for 17 weeks.

### Own Occupation Definition

Benefits are payable for the first 24 months following the 17 week waiting period (covered under Short Term Disability) if disease or injury prevents you from doing your own occupation. A person will be considered disabled if they are unable to perform 60% of the usual job duties associated with their own occupation for any employer.

### Any Occupation Definition

After 24 months, benefits will continue only if your disability prevents you from being gainfully employed in any occupation. Gainful employment is work.

### Other Benefits

- · You are medically able to perform, for which you have at least the minimum qualifications, and
- Which provides you with an income of at least 50% of your monthly earnings before disability

LTD benefits are adjusted to reflect any disability benefits you receive from the Canada or Quebec Pension Plan (CPP/QPP). Benefits from all sources are combined to provide the level of income replacement. Because you pay the premium, any benefits paid to you will be non-taxable.

Benefit Amount	Monthly Maximum
66.67% of earnings	\$6,000 (\$8,000 for
	Management)

Example: Your income is \$50,000

Benefit Amount - 66.67% x \$50,000 = Annual LTD benefit is \$33,335 per year (non-taxable).

### Short Term Disability (STD)

You are automatically covered under the Short Term Disability Plan beginning on the first day of the new plan year. This plan provides eligible employees with income security in the event of disease or injury. The benefit amount is equal to 66.67% of your weekly earnings to a maximum of \$1,000 per week. Payment of benefits is subject to the provision of satisfactory medical documentation, and is limited to a maximum of 17 weeks. Because you pay the premium, any benefits payable to you will be non-taxable.

# Global Medical Assistance (GMA)

The Global Medical Assistance (GMA) benefit provides worldwide assistance to employees and their eligible dependents in emergency medical situations while traveling for vacation, business or educational purposes. Coverage for travel within Canada is limited to medical emergencies arising more than 500 kilometers from your home. This Plan provides benefits and services over and above our provincial medical plan and the RMWB's Healthcare Plan. This benefit is currently provided by the RMWB at no cost to you.

### Best Doctors® Service Card

Best Doctors® is a comprehensive medical referral service drawing on a global database of 50,000 peer-ranked medical specialists. This consultation service is available to you and your eligible dependents. Using the Best Doctors Service Card, if you and your family are facing critical healthcare decision relating to specific covered conditions, you will have immediate access to:

- the latest medical technologies;
- the opinions of leading medical specialists; and
- clinical guidance.

If you are referred to Best Doctors to another resource for treatment, the cost of medical treatment, travel and accommodations would be your responsibility. This benefit is currently provided by the RMWB at no cost to you.

### **Optional Benefits**

# Optional Employee and Spouse Life Insurance

You have a choice of either no coverage (Option 1) or coverage available in units of \$10,000 for coverage for you and your spouse. Your spouse is eligible for coverage if he/she is under age 65. Costs are based on age, gender and smoker/non-smoker status.

If you elect coverage, you must complete the Medical Evidence of Insurability form that is provided once you select Confirm. Coverage is available in units of \$10,000 to a maximum of \$500,000 and will be effective once the medical evidence is approved.

The cost of your Optional Life Insurance coverage is based on your age, gender and smoker/non-smoker status and the rates are provided below. The associated payroll deductions are indicated in the online enrollment tool.

### Optional Life – Monthly Premium Rates Per \$1,000

Employee or	Male	Male	Female	Female
Spouse's Age	Non-Smoker	Smoker	Non-Smoker	Smoker
<35	0.05	0.09	0.04	0.06
35-49	0.06	0.12	0.05	0.10
40-44	0.09	0.20	0.09	0.14
45-49	0.18	0.37	0.16	0.26
50-54	0.32	0.65	0.26	0.43
55-59	0.59	1.10	0.42	0.65
60-64	0.86	1.51	0.56	0.84

### Before you choose an Optional Employee Life Insurance Option, consider:

- How much life insurance you need, keeping in mind your personal coverage, any other group coverage and any financial commitments you have.
- Medical evidence of insurability is required for future increases in coverage.

### Smoker/Non-Smoker Status

A person is considered a non-smoker if he or she has not smoked for a minimum of one year.

# Employee and Family Optional Accidental Death & Dismemberment (AD &D) Insurance

Optional AD&D Insurance provides a lump sum payment in the event of accidental death, or accidental injury resulting in a total and permanent loss of sight, limbs or use of limbs.

You may choose this coverage in units of \$10,000 to a maximum of \$300,000. Medical evidence of insurability is not required. Coverage is effective the first day of the new plan year. The total annual cost is calculated using the prices below and is prorated from this date.

<b>Employee Coverage</b>	Employee and Family Coverage
\$0.06 per \$1,000	\$0.085 per \$1,000

### **Optional Benefits**

Family coverage insures you, and your eligible dependents for a percentage of your coverage:

Employee and Family Optional AD&  Spouse only	
Spouse (with covered child(ren)	50% of employee amount 40% of employee amount
Child(ren) (without a covered spouse	15% of employee amount
Child(ren) (with a covered spouse)	10% of employee amount

In the case of an employee's accidental death or in a situation where and AD & D loss occurs, additional benefits which may be payable include:

- Occupational Training Benefit for Spouses
- Education Benefit for Children
- Family Transportation Benefit
- Education Benefit
- Wheelchair Benefit

# Optional Employee and Spouse Solace Insurance

Solace combines the expert medical referral and diagnostic services of Best Doctors® Service Card, with the addition of valuable treatment coverage.

Solace can provide medical advice, suggest the most effective treatment plan, and draw on a global database of 50,000 peer-ranked specialists to arrange care with the world's top experts and facilities for your specific medical conditions. For more details on conditions covered by Solace contact your Plan Administrator for a Solace brochure.

Solace is available to you and your spouse if under age 65. Each person must apply and provide medical evidence of insurability for this benefit.

You and your spouse may apply for coverage at any time throughout the year. Coverage is optional and premiums for Solace are 100% employee paid by payroll deduction. Premium rates vary by age, gender and smoker status and are subject to change at each birthday.

# Employee and Spouse Optional Critical Illness Insurance

Critical Illness insurance is designed to provide financial security when illness puts assets and savings at risk. This valuable coverage allows you to focus on what's important – regaining our health.

Critical Illness provides a lump sum payment you can use to cover any expenses you choose, such as private nursing or medical care, modifications to your home, or childcare costs. The benefits are paid shortly after diagnosis, and payment is dependent upon clear medical definitions.

### When Can I Make Changes

To My Benefit Coverage?

### At an Annual Re-Enrollment

You may be able to elect coverage or make changes to existing coverage at the next January 1<sup>st</sup> Annual Re-Enrollment.

Note: If you choose Healthcare and/or Dentalcare Options 1, 2, or 3, you may increase or decrease you Option by only one level at an Annual Re-Enrollment.

If you wish to increase your amount of Optional Life or Critical Illness Employee Insurance, you must provide medical evidence of insurability. If you wish to decrease your option medical evidence is not required.

Remember: Costs and plan features may change form one Plan Year to the next.

### After a Major Life Event

When you experience a Major Life Event, you must sign-on to GroupNet Flex and update your dependent information.

### Major Life Events may include:

- Gaining of a spouse (legal marriage or common-law)
- Birth or adoption of any child
- Divorce/separation/disqualification of common-law
- Loss of spouse
- Gain/Loss of spouse's coverage
- Loss of a child, or a child becomes/is no longer eligible for coverage

### Important

You have 31 days following a Major Life Event to increase your coverage.

- Any increases in coverage which does not require medical evidence of insurability, will be effective
  on the date of you Major Life Event.
- If medical evidence of insurability is required, your insurance will be effective on the later of these two dates:
  - the date of your Major Life Event, or
  - the date your medical evidence of insurability is approved.

# When Can I Make Changes

# To My Beneficiary(ies) and/or List of Eligible Dependents?

It is your responsibility to ensure that we have the current beneficiary(ies) and eligible dependents on file.

To change your beneficiary(ies) login to GroupNet Flex. Under the "About You" tab, select "Change Your Beneficiaries". Update your Beneficiary Information on GroupNet Flex, and then print, complete and submit the Beneficiary Declaration Form to your plan administrator.

To make a change to your eligible dependants, login to GroupNet Flex, select Life Event Change and follow the instructions on screen.

Note: If a beneficiary designation has not been made at the time of your death, any amount(s) becoming payable will be made to your "Estate."

### How to Make a Claim

For Healthcare and/or Visioncare Expenses

You must submit a Claim when you are claiming eligible Healthcare or Visioncare expenses.

For Dentalcare Expenses

A claim form is required for Dentalcare claims.

If your dentist can submit claims electronically to Great-West, you may not need a Claim form.

### Online

GroupNet for Plan Members contains comprehensive information about your group benefits plan and is available 24 hours a day, 7 days a week. You can also sign up for Direct Deposit Claim Payments – claims paid directly to your bank account. To register, go to <a href="www.greatwestlife.com">www.greatwestlife.com</a> and in the Client & Plan Member Sign In, select GroupNet for Plan Members and press Go. Click on Register Now and follow the instructions on the screen.

### Paper

Obtain forms from your Plan Administrator.

You must complete all of the applicable sections on your claim form and attach all applicable original receipts. Claim forms must be received for processing within 15 months from the date the expense is incurred.

#### How to Get the Most from Your Plan

One of best ways to make benefits work for you is to coordinate your coverage with your spouse's coverage. By using two plans, you can often receive 100% reimbursement for eligible expenses.

Coordinating benefits scan seem confusing at first. Here are simple steps on how coordination of benefits works when your spouse has family coverage under another employer's plan.

- Submit your own claims to your plan first, then to your spouse's plan
- Submit your spouse's claims to his or her plan first, then to your plan
- Submit dependent claims to the plan of the spouse who has the earliest birthday in the calendar year first, then to the other plan.
- If any expenses remain after both plans have paid their portion, and you have a Health Care Spending Account (HCSA), submit the eligible expense to your HCSA for reimbursement.

### Reminders

### Submitting Your Forms

Send you completed Beneficiary forms to your Plan Administrator.

If applicable, send Evidence of Insurability forms to:

The Great-West Assurance Company Group Medical Underwriting P.O. Box 6000 Winnipeg, Manitoba R3C 3A5

### Important Deadline

Your enrollment window is from November 17 to November 28. If you have not enrolled within this time period, you will be given the default coverage outlined in this Enrollment Guide.

### Confirmation Statement

Once you have made your enrollment selections and selected Confirm, the system will prompt you to print the Confirmation Statement. This Confirmation Statement outlines your coverage for the 2009 plan year.

### Questions

Do you still have questions about your Flexible Benefits Program? Contact your Plan Administrator.

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	And	
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