

# COLLECTIVE AGREEMENT

BETWEEN:



ORNGE AIR  
Rotor Wing Pilots

Represented By:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION  
AFL-CIO & CLC



April 1, 2017 to March 31, 2020

14490-02

INTENTIONALLY LEFT BLANK

## TABLE OF CONTENTS

<b>Section "A" Purpose of Agreement .....</b>	<b>1</b>
Article 1 Preamble .....	1
Article 2 Purpose of Agreement .....	1
Article 3 Recognition.....	1
Article 4 Employment Related statutes .....	1
Article 5 Management Rights .....	2
Article 6 Maintenance of Standards .....	2
Article 7 Separability and Savings.....	2
<b>Section "B" Union.....</b>	<b>3</b>
Article 8 Union Representatives .....	3
Article 9 Information.....	3
Article 10 Bulletin Boards .....	3
Article 11 Union Membership .....	4
Article 12 Payroll Deduction of Dues.....	4
Article 13 Union Introduction to New Hires .....	4
Article 14 Leave For Union Business .....	5
Article 15 Seniority.....	6
Article 16 Probation Period.....	7
Article 17 Layoff and Recall.....	7
Article 18 Shift Period .....	8
Article 19 Duty Out .....	8
Article 20 Shift Filling .....	9
Article 21 Hours of Work & Overtime .....	10
Article 22 Scheduled & Voluntary on-Call Shift .....	11
Article 23 Classifications / Categories .....	14
Article 24 Staffing/Job Postings/Vacancies .....	15
Article 25 Training / Failure to Qualify .....	16
Article 26 Management Flying.....	17
<b>Section "D" Leaves.....</b>	<b>18</b>
Article 27 Bereavement Leave .....	18
Article 28 Jury & Witness Duty .....	19
Article 29 Maternity & Parental Leaves .....	20
Article 30 Short Term Sick Leave Plan.....	21
Article 31 Injured Workers' Compensation .....	22
Article 32 Leaves of Absence .....	22
Article 33 Personal Days .....	23
Article 34 Vacation.....	24
Article 35 General Holidays.....	25

<b>Section “E” General</b> .....	<b>26</b>
Article 36 Equipment List.....	26
Article 37 Pilot Responsibility .....	28
Article 38 Labour Management Committee.....	28
Article 39 Non-Discrimination .....	29
Article 40 Discipline .....	29
Article 41 Grievance and Arbitration Procedure .....	30
Article 42 Pay Periods .....	33
Article 43 Official Texts & Printing .....	33
Article 44 Moving / Relocation Expenses .....	33
Article 45 Travel and Expenses.....	34
Article 46 Privacy & Security .....	35
Article 47 Wages / Allowances / Benefits .....	36
Article 48 Definitions.....	38
Article 49 Duration of Agreement .....	40
<b>LOU #1 Night Vision Goggles</b> .....	<b>41</b>
<b>LOU #2 List Of Arbitrators</b> .....	<b>42</b>
<b>LOU #3 Completed Overtime Shifts</b> .....	<b>43</b>
<b>LOU #4 Helmets</b> .....	<b>44</b>
<b>LOU #5 Personal Days Process</b> .....	<b>46</b>
<b>LOU #8 Cancellation of Overtime shift</b> .....	<b>48</b>
<b>LOU #9 Banked OT Time Off Request for an On-Call Shift</b> .....	<b>49</b>
<b>LOU #10 Benefits</b> .....	<b>50</b>
<b>LOU #11 Vacation Bid Process</b> .....	<b>51</b>
<b>APPENDIX “A” Pilots Wage Scale</b> .....	<b>53</b>
<b>APPENDIX “B” Duty Allowances / Long Term Service Recognition</b> .....	<b>54</b>
<b>APPENDIX “C” Moosonee Base</b> .....	<b>55</b>
<b>APPENDIX “D” Advance Request Waiver</b> .....	<b>58</b>
<b>MOS #1 New Benefits</b> .....	<b>59</b>
<b>MOS #2 Vacation Bid Process</b> .....	<b>63</b>
<b>MOS #3 Travel Time Compensation</b> .....	<b>67</b>

**ARTICLE 1  
PREAMBLE**

- 1.01** This agreement is made and entered into by and between Ornge Global Air, hereinafter referred to as the Company, and the Office and Professional Employees International Union, AFL-CIO & CLC (OPEIU), hereinafter referred to as the Union.

**ARTICLE 2  
PURPOSE OF AGREEMENT**

- 2.01** The general purpose of this agreement is to establish and maintain harmonious relations between the Company and the Union, and the employees covered by this Agreement.
- 2.02** The parties recognize that compliance with the terms of this Agreement and the development of a spirit of co-operation are essential for mutual benefit and in the public interest.
- 2.03** It is understood that any references contained within this Agreement to the masculine gender will also pertain to the feminine gender. Any references to the singular shall also pertain to the plural where appropriate.
- 2.04** During the term of this Agreement, the Company will not lock out any employee covered hereby, and the Union will not authorize or take part in any strike or illegal picketing of Company premises.

**ARTICLE 3  
RECOGNITION**

- 3.01** In accordance with the certification issued by the Canada Industrial Relations Board, by order no. 10219-U dated 16th day of February, 2012, the Company recognizes the Office and Professional Employees International Union, AFL-CIO & CLC (OPEIU) as the sole bargaining agent for all helicopter pilots employed by 7506406 Canada Inc., operating as Ornge Air in the Emergency Medical Services (EMS) Division, excluding Pilot Managers and those above.

**ARTICLE 4  
EMPLOYMENT RELATED STATUTES**

- 4.01** The parties agree that the provisions of the Canada Labour Code, the Canadian Human Rights Act and any other employment related statute are incorporated into this Agreement, except where this Agreement provides for a greater benefit, in which case the provisions of this Agreement shall prevail.
- 4.02** The Company will adhere to Canadian Law as it relates to privacy of employee records and electronic data, including but not limited to the Personal Information Protection and Electronic Documents Act (PIPEDA).
- 4.03** Medical reports produced by a health specialist further to a medical exam will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know. The employee has access to his medical information upon request.

**ARTICLE 5  
MANAGEMENT RIGHTS**

- 5.01** Except where specifically modified by the terms of this Agreement, the Union acknowledges that all Management rights and prerogatives are vested exclusively with the Company. The Company has the exclusive right to manage and direct its operations and affairs in all respects. These rights and functions shall include, but are not limited to:
- (a) To maintain order and efficiency.
  - (b) To hire, promote, transfer, suspend and re-hire employees and to discipline or discharge any employee for just cause provided that a claim by an employee who has acquired seniority that he has been discharged or disciplined without just cause may be the subject of a grievance and dealt with as hereinafter provided. The discharge of a probationary employee shall be at the sole discretion of the Company.
  - (c) To determine and establish standards and procedures for the care, welfare, safety and comfort of patients, and to maintain order, discipline and efficiency and in connection therewith to establish and enforce rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations provided that such rules and regulations are reasonable and shall be consistent with the provisions of this Agreement. Such rules will be made available to all employees and to the Union prior to their implementation. The Company reserves the right to introduce new rules from time to time, copies of which will also be made available to all employees and the Union.
  - (d) To determine the number of employees to be employed, the extension, limitation, curtailment or cessation of operations or any part thereof and to determine and exercise all other functions and prerogatives which shall remain solely with the Company except as specifically limited by the express provision of this Agreement.

**ARTICLE 6  
MAINTENANCE OF STANDARDS**

- 6.01** All wages and benefits in existence on the date of this Agreement shall be continued, except as amended or modified herein.
- 6.02** The current practices with respect to existing policies shall not be altered during the term of this Agreement without consultation with the Union.
- 6.03** Nothing in this Agreement shall prohibit the parties from bargaining on any issue they desire if both parties mutually agree to do so during the term of this Agreement.

**ARTICLE 7  
SEPARABILITY AND SAVINGS**

- 7.01** Should any part of this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation, act of government agency, or by decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.
- 7.02** In the event that any provisions of this Agreement are in conflict with or are rendered inoperative or unlawful by virtue of any duly enacted law or regulation or any government agency or commission having jurisdiction over the Company, the Union and Company will meet and attempt

to negotiate changes necessary, pertaining to those provisions so affected or directly related thereto.

## **ARTICLE 8 UNION REPRESENTATIVES**

- 8.01** The Company acknowledges the right of the Union to elect, appoint or otherwise select employees as representatives at each Company base location.
- 8.02** The Union shall promptly notify the Company in writing of the names of its representatives.
- 8.03** It is agreed that such representatives shall continue to perform their duties and responsibilities for the Company and shall not leave their regular duties without having first secured permission from their immediate supervisor. Such permission should not be unreasonably withheld, provided operational requirements are met.
- 8.04** An accredited International Union Representative will be permitted access to Company premises to assist in the resolution of a complaint or grievance, and to attend meetings with management. Such meetings shall not unduly interfere with the Company's operations. Permission to enter the premises shall, in each case, be obtained from the Company and will not be unreasonably withheld.

## **ARTICLE 9 INFORMATION**

- 9.01** The Company will provide the Union with the following information on a Quarterly basis pertaining to all employees in the Bargaining Unit:
  - 1. Employee name;
  - 2. Date of hire;
  - 3. Seniority number;
  - 4. Assigned Base;
  - 5. Classification;
  - 6. Full or part-time status;
  - 7. Current salary;
  - 8. Acting level, including any additional assignment;
  - 9. Date of assignment;
  - 10. List of employees who have left the Bargaining Unit;
  - 11. The effective date of any modification to the above information.

- 9.02** Where possible, the above information shall be sent in electronic format to the Union. The above list may be amended by mutual agreement.

## **ARTICLE 10 BULLETIN BOARDS**

- 10.01** The Company will provide specific bulletin board space for the use of the Union at suitable locations accessible to employees, provided that the use of such boards by the Union shall be restricted to the posting of information relating to the business affairs, meetings, social events and reports of various committees of the Union, and shall contain nothing that is adverse to the interest of the Company. Bulletin board locations shall be determined by mutual agreement of the Company and Union.

**ARTICLE 11  
UNION MEMBERSHIP**

- 11.01** All employees in the bargaining unit shall become a member of the Union and shall maintain his or her membership in the Union as a condition of continued employment. A new employee shall, within thirty (30) days of the commencement of his employment, become and thereafter maintain membership in the Union as a condition of continued employment.
- 11.02** Continued employment with the Company is not dependent upon an employee being in good standing with the Union, except for non-payment of dues, fees, fines or assessments.

**ARTICLE 12  
PAYROLL DEDUCTION OF DUES**

- 12.01** The Company shall deduct from the payroll of employees on each pay period, from wages due and payable to all employees coming within the scope of this agreement, an amount as provided by the Union, subject to the conditions described below.
- 12.02** The amount to be deducted shall be equivalent to the regular dues payment of the Union and may include initiation fees, fines, or special assessments. The amount to be deducted will only be changed during the term of the agreement to conform to a change in the amount of regular dues of the Union in accordance with its constitutional provisions.
- 12.03** If the wages of an employee payable on the payroll for the last pay period of any month are insufficient to permit the deduction of the full amount of dues, no such deduction shall be made from the wages of such employee by the Company in such month. The Company shall, because the employee did not have sufficient wages payable to him on the designated payroll, carry forward and deduct from any subsequent wages the dues not deducted in an earlier month.
- 12.04** Only payroll deductions now or hereafter required by law, as well as benefit and pension deductions, shall be made from wages prior to the deduction of dues.
- 12.05** The amount of dues so deducted from wages accompanied by a statement of deductions from individuals, shall be remitted by the Company to the Union as may be mutually agreed by the Union and the Company, not later than thirty (30) calendar days following the month in which the deductions were made.
- 12.06** The Union agrees to indemnify and save the Company harmless against any claim or liability arising out of the application of this article. However, in any instances in which an error occurs in the amount of any deduction of dues from an employee's wages, the Company shall adjust the amount in a subsequent remittance.
- 12.07** The Union will provide the Company with a percentage or other amount of basic wages to be applied for the purpose of dues deductions.

**ARTICLE 13  
UNION INTRODUCTION TO NEW HIRES**

- 13.01** The Union Representative at a base shall be granted one (1) exclusive hour in each initial ground school, for the purposes of introduction of the new hire to the Union, their rights, obligations and privileges as members.



**ARTICLE 14**  
**LEAVE FOR UNION BUSINESS**

**14.01 Negotiation Meetings**

The Company will grant leave with pay to no more than two (2) employees up to a membership of 75 and a total of three (3) employees to a membership greater than 75 employees. The Union recognizes the operational impact of having more than one representative per base and the parties agree to discuss the issue should more than one representative be selected from a base. If negotiations are on the employee(s) regularly scheduled day of rest then the employee(s) will be given equivalent days off prior to or after the negotiation days, as mutually agreed upon.

**14.02 Preparatory Contract Negotiation Meetings and Contract Negotiation Meetings**

Subject to operational requirements, the Company will grant leave without pay to a reasonable number of additional employees for the purpose of attending preparatory contract negotiation meetings and contract negotiation meetings on behalf of the Union, including meetings before a Conciliator, Conciliation Commission or a Mediator.

**14.03 Meetings between the Union and the Company Not Otherwise Specified in this Article**

Subject to operational requirements, the Company will grant leave with pay to a reasonable number of employees who are meeting with management on behalf of the Union.

**14.04 Union, Conventions and Executive Committee Meetings**

Subject to operational requirements, the Company will grant leave without pay to a reasonable number of employees to attend national executive meetings and conventions of the Union, and leave without pay for a specific period to an employee appointed by the Union to attend Union Business.

**14.05 Union Training Courses**

Subject to operational requirements, the Company will grant leave without pay to employees who exercise the authority of a representative on behalf of the Union to undertake training related to the duties of a Representative. The Company shall be given a minimum of forty-five (45) days notice prior to the month commencement of such training courses.

**14.06 Election to Full-Time Office**

Subject to operational requirements, with ninety (90) days notice from the employee, in writing, that he or she has been elected to a full-time office of the Union, the Company will grant leave without pay to the employee for the term of the office.

**14.07 Elected Member Time Off**

The unit chairperson or designate will receive one (1) shift off every two (2) calendar months for an employee group up to fifty (50); or one (1) shift per month off for an employee group over fifty (50) employees for union business. The unit chairperson or designate will request such union days on a regularly scheduled shift and will provide two (2) weeks' notice. These days off will include meetings with management grievance hearings, labour management meetings and shall be coded as Union Business for Payroll purposes. The employer may grant additional days off at

the employer's discretion. The employee will continue to receive normal salary during days for union business.

## **ARTICLE 15 SENIORITY**

### **15.01 Seniority List Maintenance**

- (a) Seniority shall be determined by the date of hire with the Company. For those employees who transitioned from CHL to Ornge Air in 2012, their CHL Emergency Medical Services (EMS) hire date will be recognized as their date of hire with the Company. Seniority Lists that were in effect on the date Ornge Air assumed operations from CHL Emergency Medical Services (EMS) will be recognized as the basis for all challenges to seniority.
- (b) The Seniority List shall contain the names of all employees specifying classification, base, non-compensatory date of hire and seniority date.
- (c) The Company shall maintain and publish a Seniority List. The Company will provide a copy of the Seniority List upon request by a Union Representative to Labour Relations. The list is to include any additions, deletions, or changes. The Seniority List may be updated at any time. The Company shall provide a copy of the updated list. The Union will have final approval of the seniority.
- (d) A copy of the most recent list is to be posted on the Union Bulletin Board and is not to be removed until replaced by a corrected or new list.
- (e) Seniority between employees hired on the same date shall be determined by a lottery.
- (f) A Union Representative shall be present at all such lotteries. New hires will be advised by the Union of the method of determining seniority at the commencement of the training.

### **15.02 Seniority List Protest**

An employee shall be permitted a period of sixty (60) days after the issuance of the Seniority List within which to protest to the Union any omission or incorrect listing affecting his seniority. Where an employee is on vacation, leave of absence, or sick leave at the time of posting the Seniority List, he may protest within thirty (30) days of his return to work. If the Seniority List is not protested within the prescribed time limit, any incorrect listing or other discrepancy shall not be protested on any subsequent listing.

### **15.03 Seniority Rights**

Seniority shall be the determining factor in cases of job postings and retention after a reduction in workforce, assignment or reassignment due to expansion or reduction in schedules, re-employment after leave due to reduction in workforce and the selection of vacation and holidays.

### **15.04 Retention of Seniority Rights - License Cancellation on Medical Grounds**

- (a) An employee whose license has been cancelled or suspended on medical grounds shall retain a right to return to work for a period of twenty-four (24) months from the date of such cancellation or suspension provided his commercial or higher license pertinent to his employment is reissued by Transport Canada within that period. If the employee is on Long

Term Disability, the right to return to work may be extended by mutual agreement between the Company and the Union.

- (b) An employee returning to work under this clause within twenty-four (24) months shall retain his/her position on the Seniority List. Such employee shall return to his previous position at his base.

#### **15.05 Retention of Seniority - Part Time Pilots**

- (a) A part time pilot, or a full time pilot who elects to become part time, shall have his/her seniority date adjusted each year according to the number of days worked compared to those that a full time pilot performing similar duties would work.

#### **15.06 Forfeit of Seniority**

An employee shall forfeit his seniority under any of the following conditions:

1. If he resigns from the Company;
2. If he is discharged for just cause and not reinstated through the grievance procedure;
3. If he fails to return from approved leave;
4. If he is laid off for more than twenty-four months;
5. If he refuses his third recall from any one given lay off

#### **15.07 Management Positions**

Bargaining unit employees promoted to management positions will continue to accumulate bargaining unit seniority during the first one hundred and eighty (180) days following their promotion. If an employee is seconded to a position outside the bargaining unit, the period shall be extended to a total of one (1) year. During that time period they may return to their former position in the bargaining unit without penalty. Following the completion of one hundred and eighty (180) days in a management position, these employees will be able to return to the bargaining unit at the salary and benefits appropriate to their years of service, but will have seniority accrual revert to new hire. Those employees may not displace current employees upon return to the bargaining unit.

### **ARTICLE 16 PROBATION PERIOD**

- 16.01** Newly hired employees will be required to serve a probationary period of six (6) months of service with the Company. The Company shall reserve the sole right to retain any employee during his probationary period and the Company shall have the right to release such employee without the Union having recourse to the grievance and arbitration provision of this Agreement. The probationary period shall commence on the first date of work and may only be extended by mutual agreement with the Union.

### **ARTICLE 17 LAYOFF AND RECALL**

- 17.01** In the event of a reduction in the workforce, layoff shall commence with the employee with the least amount of seniority within his classification.

**17.02** An employee given notice of layoff may utilize his seniority to displace the most junior full-time employee on type and same or lower classification. In the event the most junior employee is on another type the laid off employee may then displace and be trained to the other type.

In the event of layoffs, the parties agree to meet to negotiate the terms and conditions of the layoffs.

**17.03** An employee, who elects to use his seniority as in paragraph 17.02 above, shall receive the rate of pay for the classification which he secures.

**17.04** Notice of lay-off shall be given to an employee and the Union fourteen (14) calendar days in advance of the lay-off.

**17.05** In the event of recall, positions will be filled in the reverse order of layoff. If the recall is for a work location other than the employee's original location, the employee will be offered any open position in their classification, but has the option to accept or decline the offer.

**17.06** The employee will stay on the layoff recall list for a period of twenty-four (24) months. It is understood that a recertification process may be agreed upon for employees who no longer hold their previous licenses or certifications. The Company will assist an employee in obtaining his licenses and recertification as may be necessary.

**17.07** While on layoff, bargaining unit members may refuse up to two (2) recall notices. Notice of refusal must be given within seven (7) calendar days. The Bargaining Unit member must accept the third recall or relinquish his seniority number and his right of recall. Notice of acceptance/refusal must be given within three (3) business days after positive contact with the affected employee has been made. It is incumbent on the employee to provide up to date contact information.

**17.08** Employees will be paid all monies owing including vacation and overtime banks at the time of lay off. Employees shall retain but not accrue sick time while on layoff. If an employee is recalled within twenty four (24) months, his Short Term Disability Bank shall be reinstated upon return to work.

**17.09** An employee who has been given notice of layoff and has been subsequently laid off shall be entitled to severance pay in the amount of four (4) weeks regular pay for every completed year of service to a maximum of six (6) months regular pay.

## **ARTICLE 18 SHIFT PERIOD**

**18.01** An employee will be ready and fully prepared to work at the commencement of his shift.

An employee will be considered released from flight duties when relieved by the scheduled incoming employee at the end of the scheduled shift, unless airborne or pending return to base after completing a call. If the incoming employee fails to report for duty, the on-duty employee will be released from duty by Central Scheduling or in the alternative the employee may be notified by Central Scheduling to remain on shift.

## **ARTICLE 19 DUTY OUT**

**19.01** (a) If an employee duties out in a place other than their home base, the employee will be paid regular time until the end of the scheduled shift and time and one half (1.5) for any

subsequent hours worked past the regular shift, plus an additional hour at time and one half (1.5). The employee shall receive eleven (11) hours free from duty starting at shut down to report time, which is considered adequate time for transportation to and from the hotel, time for meals, personal hygiene and eight (8) hours of prone rest. The Pilot in Command will advise if the eleven hours does not meet the requirements of the CARs.

- (b) If the employee(s) is on a scheduled day off, then the employee will be paid time and one half (1.5) their regular hourly rate from the end of the rest period until the employee returns to base and completes all post flight duties. Minimum of four (4) hours at time and one half (1.5) or actual time worked at time and one half (1.5), whichever is greater. If a pilot duties out prior to the start of scheduled days off and requests to return home immediately, the Company will make every effort to get him back to his home base as soon as possible via scheduled carrier or ground transportation.

**19.02** If an employee incurs a financial loss on scheduled time off due to a duty out then the Company will reimburse the employee for the loss. Reimbursement will be subject to proof that a financial loss was booked prior to the duty out. Financial loss includes:

1. Travel change or cancellation fees on scheduled time off; or
2. Non-refundable travel arrangements; or
3. Tickets for events on scheduled time off; or
4. Additional childcare with receipts; or
5. Medical appointment cancellation fee with receipts.

**19.03** All necessary expenses and meal per diems will be paid for during duty outs and for the following day if on shift. The Company will make all hotel and travel arrangements for the employee(s) when they are expected to duty out.

## **ARTICLE 20 SHIFT FILLING**

**20.01** Each base has the right to establish their preferred rotation subject to Article 21.01.

At the Company's discretion on call may be assigned before using the overtime and draft provisions of this Article.

### **Overtime and Draft**

- (a) Overtime is offered in order of seniority.
  1. Employees of the same classification at the base;
  2. Employees of another classification at the base, provided that they meet the requirements of the position;
  3. Employees from other bases, provided that they meet the requirements of the position and that there is enough time to travel to the base where the vacancy occurs.
- (b) If voluntary overtime does not allow the shift to be covered, employees may be drafted to fill the vacancy in order of reverse seniority, on a rotating basis. Employees drafted to work will be paid time and one half (1.5) their regular rate of pay for hours worked.

- (c) Notwithstanding (b) above, if an employee is drafted to work shifts at a base other than his home base, he shall be paid two (2) times his regular rate of pay, including travel time associated with the draft shift.
- (d) When an employee drafted to work at another base, has serious reasons not to go on that draft, the Company will draft the next employee up the Seniority List. It is the responsibility of the employee who declines the draft to provide adequate justification for his refusal.
- (e) No employee shall be required to work more than twelve (12) draft shifts per year in excess of his regular schedule. Days of travel for drafts will be counted as draft shifts worked.
- (f) Employees contacted by scheduling for an overtime shift will be given thirty (30) minutes to return a missed call. Scheduling will contact the first available employee via seniority. They will continue down the Seniority List until an employee indicates that they will take the shift. The shift will be awarded thirty (30) minutes after scheduling initially places a call, to the most senior available employee. Scheduling may immediately award an overtime shift if a vacancy occurs within four (4) hours, of the commencement of the shift.
- (g) If a shift will go unstaffed, after offering overtime to the pilot group, a management pilot may be assigned the shift.

#### **20.02 Shift Trades**

The Company will not unreasonably deny two (2) pilots from trading shifts if the operation will not be affected and with the employer's approval. All shift trades must be in compliance with the COM, CARs and the rules set forth in this CBA.

#### **20.03 Reassignment**

The Company will give ninety six (96) hours of notice of a change of one (1) shift or a block of shifts. If the company fails to give ninety six (96) hours notice, the first shift or block of shifts changed will be at one and one half (1.5) times the employees hourly rate.

Reassignment shall mean changing shifts from days to nights or nights to days within a pilot's previously scheduled rotation.

### **ARTICLE 21 HOURS OF WORK & OVERTIME**

#### **21.01 Compressed Work Week**

The Kenora, London, Ottawa, Sudbury, Thunder Bay, Toronto bases work under a "Compressed Work Week" System.

Hours of work, shift rotation, shift length, shift start and stop times are subject to change based on the requirements of the Contracting Agency and in accordance with applicable employment statutes.

Current duration of a shift is twelve (12) hours per day. All employees shall receive a 36 minute (0.6 hour) lunch break, paid at the appropriate overtime rate. Work year shall consist of 2080 hours in a calendar year.

#### **21.02 Overtime will be paid at time and one half (1.5) the hourly rate in accordance with the appropriate legislation or this Agreement, whichever is greater.**

**21.03** A shift or assignment will end at the completion of all post flight duties.

**21.04** Minimum rest periods – the minimum rest period at assigned base shall be ten (10) hours and thirty (30) minutes.

At bases where ten (10) hours and thirty (30) minutes is inadequate to achieve the time for meals, personal hygiene and an opportunity for eight (8) hours of prone rest, the parties will meet to discuss and address an appropriate adjustment to the minimum rest period.

**21.05** Pay – Pilots will be paid as follows:

- (a) Straight time rate for regularly scheduled shifts.
- (b) All hours worked past twelve (12) hours, will be paid at one and one half (1.5) times regular rate of pay.
- (c) When asked to work on a day off, such hours worked will be paid at one and one half (1.5) times regular rate of pay, with a minimum guarantee of four (4) hours.
- (d) If requested to travel on a day off, the employee shall be paid for such hours worked at one and one half (1.5) times regular rate of pay, with a minimum guarantee of four (4) hours.
- (e) If a training day falls outside a regularly scheduled work day, the employee shall be paid overtime, with a minimum of eight (8) hours. If the training day falls on a scheduled work day, the employee shall be paid at his regular wage for the duration of the regular shift, then overtime.
- (f) If a Pilot is away from his home base, he will be considered to be in training for the duration of his time away, regardless of whether or not he is assigned to train on a specific day.

**21.06 Banked Overtime**

Overtime will only be compensated either by pay or as banked time subject to the following:

- (a) The maximum amount of overtime that can be accumulated in an employee’s bank is 79.80 hours (7 x 11.4).
- (b) For greater clarity, eight (8) hours of worked overtime will be banked at twelve (12) hours.
- (c) Banked time can only be provided as time off when availability to replace the employee is adequate. Every effort will be made to accommodate.
- (d) If banked time off cannot be accommodated, management reserves the right to pay out the overtime.

**ARTICLE 22  
SCHEDULED & VOLUNTARY ON-CALL SHIFT**

**22.01 Scheduled On-Call Shift**

The purpose of a “scheduled on-call shift” is to provide pilot staffing to prevent operational down-staffing of the aircraft. Such pilots will be scheduled to be on-call as a part of their regular rotation. An on-call pilot may be utilized upon his agreement with the Company to cover a shift at another base. Pilots will not be scheduled for more than four (4) on-call shifts per twenty-eight (28) day period. However a pilot may voluntarily declare himself not subject to this limit.

The on-call pilot will be paid 11.4 hours at regular pay, plus .6 hours at overtime pay whether a pilot is called in for duty or not. In the event the call-in shift runs past the scheduled shift end then normal overtime rates and rules will apply.

The on-call shift shall mirror the normal times of the base day and night shift.

- (a) A pilot scheduled for an on-call shift shall be available for two call-in periods, each starting one and one-half (1.5) hours prior to the normal shift start time and ending thirty (30) minutes after normal shift start time. (E.g. Normal shift 0700-1900 and 1900-0700; the call-in periods shall be 0530-0730 and 1730-1930).
- (b) Should an on-call pilot be required to report for duty for a shift or part of a shift, he will be provided all appropriate crew rest following duty.
- (c) A pilot will be expected to be continuously available by phone during the on-call window only. A pilot will be expected to arrive at base to start the shift at normal start time or within one and one-half (1.5) hours of call-in, whichever happens later.
- (d) Outside of this period of on-call a pilot may respond to a call but is not required to remain continuously available. A pilot may elect to notify the company of their desire to be contacted for an assignment during an on-call shift, outside of the two call-in periods and the Company will immediately notify a pilot of an upcoming assignment. Such pilot shall be responsible to advise the Company of their preferred method of contact (phone, text, email). Such notification shall be in writing for each semi-annual period and will continue unless notified otherwise (October 15 and April 15).
- (e) Normally, the on-call shift will end twenty-four (24) hours after it starts. However, leading up to a vacation where a pilot is originally scheduled for a day shift and is subsequently scheduled for an on-call, that on-call shift will end at the end of the day shift.

## **22.02 Voluntary On-Call Shift**

A pilot may volunteer to provide additional coverage for a specific shift while on scheduled time off. The purpose of a "voluntary on-call shift" is to provide pilot staffing to prevent operational down-staffing of the aircraft. A volunteer on-call pilot may be utilized upon his agreement with the Company to cover a shift at another base.

- (a) The Company shall make available a schedule of opportunities for voluntary on-call shifts to enable pilots to bid voluntary on-call shifts normally thirty (30) days in advance of the open shift(s).
- (b) In cases where more than one pilot has bid a voluntary on-call shift as made available by the Company, shifts will be assigned in the following order:
  - 1. Captains will have priority on shifts where the scheduled crew consists of a Captain and First Officer.
  - 2. First Officers will have priority on shifts where the scheduled crew consists of two (2) Captains.
  - 3. With consideration of the above priorities, shifts as offered will be assigned on a rotational seniority basis (e.g: Volunteer on-call shifts will be awarded one at a time by rotational seniority order first to the senior pilot in the category and then to the next and repeated until all volunteer shifts are awarded).



4. In all cases a pilot will only be considered eligible for a voluntary on-call shift if he is not scheduled for conflicting subsequent duty.
- (c) Pilots will be paid one third (0.33 times) their regular wages for a voluntary on-call shift (i.e. 4 hours at O/T rates = 6 hours for pay).
  - (d) If the on-call pilot is utilized for the shift or any portion of the shift, he will be paid time and a half (1.5x) for the entire scheduled shift (ie: 12 hours at O/T rates = 18 hours for pay), which is inclusive of the voluntary on-call pay.
  - (e) Pilots on a voluntary on-call shift shall be available to report to their base within one and one-half (1.5) hour of being notified by scheduling.
  - (f) A pilot scheduled for a voluntary on-call shift shall be available for two call-in periods, each starting 1.5 hours prior to the normal shift start time and ending 30 minutes after normal shift start time (e.g. Normal shift 0700-1900 and 1900-0700; the call-in periods shall be 0530-0730 and 1730-1930).
  - (g) A pilot will be expected to be continuously available by phone during the on-call window only. A pilot will be expected to arrive at base to start the shift at normal start time or within one and one-half (1.5) hours of call-in, whichever happens later.
  - (h) Outside of this period of on-call a pilot may respond to a call but is not required to remain continuously available. A pilot may elect to notify the company of their desire to be contacted for an assignment during an on-call shift, outside of the two call-in periods and the Company will immediately notify a pilot of an upcoming assignment. Such pilot shall be responsible to advise the Company of their preferred method of contact (phone, text, email). Such notification shall be in writing for each semi-annual period and will continue unless notified otherwise (October 15 and April 15).
  - (i) Once a volunteer on-call shift has been accepted by the pilot and confirmed by the Company the shift cannot be relinquished and shall be considered as part of the employee work schedule. Voluntary on-call shifts accepted and confirmed shall be excluded from the maximum number of on-call shifts.

**Example of On-Call, Call-in Periods**

0700		1900		0700
	Day Shift		Night Shift	
0530-0730	Voluntary Call Period Only	1730-1930	Voluntary Call Period Only	

**ARTICLE 23**  
**CLASSIFICATIONS / CATEGORIES**

**23.01** Classifications shall mean Rotor Wing Captain or Rotor Wing First Officer.

**23.02 Pilot Categories:**

**(a) Line Pilot**

A Line Pilot is a full-time permanent pilot who holds an assignment at a specified base. The Line Pilot's schedule follows an established, recurrent rotation of shifts and days off, as chosen by the majority of Pilots at the same base subject to 21.01. The rotation shall carry on from one year to the next without being reset at the beginning of the New Year. Days off in the schedule assignment, or line, may not be changed within 30 days by the employer without the consent of the Line Pilot. Outside of 30 days a schedule change may occur however in no case will such change reduce a planned vacation period, including associated days off.

**(b) Relief Pilot**

A Relief Pilot is a full-time permanent pilot who holds an assignment at a specified base.

Relief Pilots will have their annual schedule for the coming year provided to them a minimum of 60 days in advance of the commencement of the schedule year. Once established, this schedule will not be altered without mutual consent.

Relief pilots will be utilized to fill shift vacancies at their assigned base for relief purposes.

**Scheduling a Relief Pilot:**

1. A Relief Pilot shall not be required to work more than 14 shifts in any 28 day period, unless mutually agreed upon.
2. Any shifts in excess of 14 in 28 shall be paid as overtime, as per the CBA.
3. If a Relief Pilot is scheduled for less than 14 shifts in a 28 day period, no penalty shall be incurred by the Relief Pilot regarding salary and no averaging of the Relief Pilot's time balance with previous or subsequent months.
4. Any changes to a posted schedule for a Relief Pilot must be made outside of 30 days, and mutually agreed upon. Any schedule changes inside 30 days must be mutually agreed upon and paid at the appropriate overtime rate.
5. Relief Pilots will have a minimum of forty-eight (48) hours off after the completion of a block of scheduled shifts unless mutually agreed upon, specifically after night shifts or any block of shifts as specified in the regular base schedule.
6. Where possible, Relief Pilots shall be scheduled to fill complete shift blocks before partial blocks.
7. A Relief Pilot can be scheduled for 182 shifts, minus holiday and vacation shifts as described in Article 25. No penalty or loss of full salary shall be incurred by the Relief Pilot if said pilot is scheduled less than 182 shifts.

8. The Relief Pilot will be granted the same number of consecutive days off for every block of shifts of vacation time used as other pilots at the base, selected in turn by seniority during the vacation meeting, as per the CBA.
9. Upon completion of the vacation period, the 28 day rotation is “reset” and the Relief pilot can be scheduled to the working roster for shifts.
10. A travel day will be considered a shift worked for the purposes of calculating the number of shifts worked in any 28-day period. If travel occurs while on Overtime, the usual rules shall apply.

**(c) Part-time Pilot**

A part-time pilot is a pilot who does not hold a permanent full-time assignment, but who maintains continuous employment status, has completed a probationary period, participates in the company benefit plan, and is eligible for General Holiday pay after thirty (30) days.

**(d) Floater Pilot**

A Floater Pilot is a full-time permanent pilot who is assigned to a specific base. A Floater Pilot may be scheduled at his specific base or any other base in any combination for any 14 days in any 28 day period and his scheduled days may be changed with 96 hours notice. The 28 day period resets after a vacation period.

Any days assigned away from the Floater Pilot's specific base will be considered days worked. When assigned away from his specific base he shall be entitled to hotel and per diem as per the CBA.

**ARTICLE 24  
STAFFING/JOB POSTINGS/VACANCIES**

**24.01 Vacancy or Job Posting**

When the Company declares a vacancy, a job posting shall be posted internally to bargaining unit members and may be posted externally simultaneously or after internal posting. The initial posting shall be posted in all Bases for seven (7) days clearly stating classification, location, closing date, effective date, and necessary qualifications. All consequential vacancies that result from the initial posting will be awarded via the Preferential Bid Process. Salary is as per Collective Agreement. Job postings will include category of Line/Relief/Floater as well as classification.

In filling posted vacancies preference shall be given in the following order:

1. The most senior qualified bargaining unit applicant, holding the required classification or higher. A First Officer who has successfully completed the Pilot Development and Progression Program will be considered a “Captain” solely for the purposes of filling a vacancy pursuant to this article.
2. The most qualified external applicant.

**24.02** An employee awarded a vacancy will assume the vacated shift line in that Base location for the remainder of the annual schedule. Subsequent line awards will be by seniority.

**24.03** In the Preferential Bid Process where an employee bids for more than one (1) vacancy they shall indicate their order of preference. If he is awarded the position as per 24.01 for more than one (1) vacancy, he shall only be awarded the job ranked highest in his order of preference.

**24.04** In accordance with 24.01, notification to the successful bidder shall be made within seven (7) days after the closing date. Employees shall be given at least twenty (20) days written notice of the requirement to report to his new base. The twenty (20) days' notice may be waived or amended by mutual agreement in writing between the employee and the Company. All compensatory changes will be effective the first day work at the awarded level.

## **ARTICLE 25 TRAINING / FAILURE TO QUALIFY**

### **25.01 Training**

No employee shall be required to pay for any costs relating to training or for the use of any equipment used in training required by the Company.

After successful completion of any initial type training the employee will be not be able to bid and be awarded another type without Company approval for a period of eighteen (18) months.

### **25.02 Failure to Qualify**

The term failure to qualify shall mean:

- (a) Failure to receive a recommendation for a flight test after completion of the full training program; or
- (b) Failure of the actual flight test after receiving said training and recommendation; or
- (c) Failure to successfully complete line indoctrination; or
- (d) Failure to pass an initial or recurrent ground training requirements.

The trainee is entitled to complete all scheduled and required training, and may not be "washed out" prior to the end of the full training program. However in cases where the candidate demonstrates a lack of required knowledge due to a lack of preparation, the Company may terminate training prior to the full program being completed. In such cases, the Company will advise the candidate in writing of their concerns, and allow him an additional training session prior to the termination of his training.

### **25.03 Initial New Hire Training**

A new hire pilot who fails to qualify during any phase of his initial training shall have his future employment status determined by the Company.

### **25.04 Travel For Training**

Where a pilot has travelled to arrive at the simulator facility, he will be given sufficient rest time prior to the check ride or training to recover from the travel.

## **25.05 Recurrent Training (IFR/PPC/PCC Renewal)**

A pilot who fails to qualify after his first attempt will be advised of his failure, and will be afforded adequate additional training and a second chance to qualify. This additional training will be in the area in which he failed to demonstrate required proficiency.

A Captain who fails to qualify after his second attempt may be requested by the Company to undergo an Aviation Medical Examination. Upon successful completion of the AME the Captain will be given a third opportunity to qualify. In the event of a failure on the third attempt he will be given the opportunity to re-qualify as a First Officer.

A First Officer who fails to qualify after his second attempt may be requested by the Company to undergo an Aviation Medical Examination (AME). Upon successful completion of the AME the First Officer will be given a third opportunity to qualify. In the event of a failure on the third attempt he will be advised in writing of his employment status with the company.

First Officers who have reached the end of the process set out in this article shall be invited to a meeting between the Employer and the Union at which the Pilot's status with the Company will be reviewed.

## **25.06 Classification Upgrade**

This section shall apply to a First Officer upgrading to Captain.

- (a) A pilot selected for an upgrade from a First Officer to a Captain shall be subject to an Evaluation prior to any training. The Company will publish minimum standards expected of the candidate.
- (b) A pilot who fails to qualify as a Captain after his first attempt will be advised of his failure and will be afforded additional training and a second chance to qualify.
- (c) A pilot who fails at his second attempt will be advised of his failure. The pilot shall continue with his former permanent assignment.

## **ARTICLE 26 MANAGEMENT FLYING**

### **26.01 Work in the Bargaining Unit**

Company aircraft shall only be flown by bargaining unit members.

### **26.02 Management Flying**

#### **(a) Company Rights**

Nothing in this agreement shall restrict the Company's rights to transfer employees to non-flying, supervisory or management duties with the employee's concurrence, or the right to withdraw employees from such non-flying, supervisory, or management duties.

#### **(b) Flying restrictions**

It is agreed between the Union and the Company that it is important that Management pilots maintain currency and are exposed to Company Flight Operations. Management pilots must accomplish such duties as Line Indoctrination, Line Checking, Assignment

Evaluations and Performance Evaluations. All Management pilots must also maintain a professional level of currency that may or may not be accomplished during checking or evaluating. In this regard Management Pilots (DFO, Chief Pilot, Training Manager) may also be scheduled for up to two regular shifts per month as a SIC of a crew.

Flight time and Duty day limitations in this agreement apply to all management pilots while engaged in line flying duties.

**(c) Ability to Displace**

A pilot may be displaced from his flight by a Management pilot provided that in such cases, the pilot shall be credited for regular pay and overtime for the shift as if he had worked according to the schedule, and he shall not be subject to reassignment.

**(d) Management Pilots**

Management pilots shall not perform supervisory duties while flying as a member of a crew. Instrument rating renewal, instructional flights, line checks, and line indoctrination flights necessary to qualify crews under Transport Canada are exempted.

Notwithstanding any of the provisions of this section, the above mentioned Management pilots may be assigned a flight or shift to prevent the down staffing of an aircraft or base.

**26.03 Subcontracted Flying**

The Company agrees not to contract out work where it results in a lay off or a reduction in regular hours from members in the bargaining unit.

Contracting out of bargaining unit work will not be permitted when qualified employees are on lay off.

**26.04 Workforce Reduction**

The Company shall not engage in lay-off or workforce reduction for any reason other than compliance with the Company's performance agreement with the Government or contracting agency.

**ARTICLE 27  
BEREAVEMENT LEAVE**

**27.01** The Company shall grant a bereavement leave with pay for the death of an employee's immediate family. For the purposes of this Article, an employee's immediate family shall include: father, mother, (or alternatively stepfather, stepmother or foster parent), brother, sister, spouse, (including common law spouse resident with the employee), child (including child of common-law spouse), stepchild or ward of the employee, father-in-law, mother-in-law, son/daughter-in-law, sister/brother-in-law, grandparents, grandchild and relative permanently residing in the employee's household or with whom the employee permanently resides.

**27.02** When a member of his or her immediate family dies, an employee shall be entitled to bereavement leave with pay as follows:

- (a) Spouse, Father, Mother, Child, and Stepchild (or alternatively ward of the employee, stepfather, stepmother or foster parent; or common-law spouse): five (5) consecutive shifts off with pay inclusive of any travel.

- (b) Brother, Sister, Mother-in law, Father-in-law: Three (3) consecutive shifts off with pay;
  - (c) Son/Daughter-in-law, Sister/Brother-in-law, Grandparents, Grandchild or (relative permanently residing in employee's household): One (1) shift off with pay
- 27.03** An employee is entitled to up to one (1) day of bereavement leave with pay for the purpose related to the death of his or her spouse's grandparent, grandchild, spouse's grandchildren, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- 27.04** If, during the period of compensatory leave or vacation an employee is bereaved in circumstances under which he or she would have been eligible for leave under this Article, he or she shall be granted leave, and his or her compensatory leave or vacation shall be restored to the extent of any concurrent leave granted.
- 27.05** It is recognized by the parties that the circumstances, which call for leave in respect of bereavement, are based on individual circumstances. On request, the Company may, after considering the particular circumstances involved, grant leave with or without pay for a period greater than that provided for above.
- 27.06** The Company may grant an employee additional days of unpaid leave for the purposes of related travel to attend a funeral.

## **ARTICLE 28 JURY & WITNESS DUTY**

### **28.01 Jury Duty**

The Company will hold open the job of any employee who is required to attend Jury Duty. Employees who perform Jury Duty receive a nominal amount from the Government for this public service. The company will pay the difference between this nominal amount and the employee's regular rate of pay if the employee is scheduled to work on such a day. The Company will not assist the employee to obtain deferral of Jury Duty.

### **28.02 Witness Duty**

An employee who is required by subpoena to attend as a witness in any court of law or is required by subpoena to attend as a witness in court proceeding in which the Crown is a party, the employee shall not lose regular pay because of necessary absence from work due to such attendance, and shall not be required to work on the day of such duty, provided the employee:

1. Informs the Company immediately upon being notified that the employee will be required to attend court or the coroners' inquest; and
2. Presents proof of service requiring the employee's attendance, and promptly reports to the Company the amount (other than expenses) paid to the employee for such service as a juror or for attendance as such witness.

### **28.01 Court of Law / Inquest / Transport Canada Hearing**

Where an employee is required to attend a court of Law, Inquest or Transport Canada Hearing on his regularly scheduled day off or during his regularly scheduled vacation, the Company will reschedule the employee's regularly scheduled vacation period or scheduled day off, it being understood that any rescheduling shall not result in the payment of any premium pay.

**ARTICLE 29**  
**MATERNITY & PARENTAL LEAVES**

**29.01 Maternity Leave**

Employees who have been continuously employed for thirteen (13) weeks prior to the anticipated date of birth or prior to the commencement of leave, will, upon application be granted a leave of absence without pay of at least seventeen (17) weeks, or such shorter period as requested by the employee.

Employees will be paid 100% of their salary during the first two (2) weeks of their maternity leave. Employees who are eligible for Employment Insurance (EI), the Company will top up the EI payment to a total of 93% up to a maximum of fifteen (15) weeks based on the rate of pay they receive on the last day of work, prior to the start of the leave. The employee shall receive any scheduled progression on the wage grid or amended wage rates upon their return.

**Procedure:**

- (a) An employee wishing to take maternity leave should give their immediate supervisor/manager six (6) weeks written notice where possible before the day the leave is to begin.
- (b) EI benefits are payable from eight (8) weeks prior to the scheduled date of birth up to seventeen (17) weeks after the expected date of confinement whichever is greater.
- (c) An employee, who is ill prior to the estimated date of delivery and is required to commence leave prior to the estimated delivery date, is entitled to paid sick leave, upon providing her immediate supervisor with a medical certificate from a duly qualified practitioner that a medical condition exists to warrant early leave. The terms of the Sick Leave Policy shall apply.
- (d) The Company will continue to contribute its share of benefit premiums for the duration of the employee's leave of absence.
- (e) The employee should contact the Human Resources Department to make arrangements to remit her share of any premiums or the full premium for non-eligible benefits to be paid while she is on maternity leave.
- (f) Employees who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.
- (g) Employees returning to work from maternity leave will return to their previous job position and base held at the time of their leave.

**29.02 Parental Leave**

Parental leave may begin no earlier than the day the child is born or comes into custody, care and control of the parent for the first time; and, no later than fifty-two (52) weeks after the day the child is born or comes into custody, care and control of the parent for the first time.

The parental leave of an employee who takes maternity leave must begin when the maternity leave ends unless the child has not yet come into custody, care and control of the parent for the first time.



Parental leave ends thirty-five (35) weeks after it begins for an employee who takes maternity leave and thirty-seven (37) weeks after it begins for an employee who did not take maternity leave or on an earlier day if the employee gives direct supervisor/manager at least six (6) weeks written notice where possible of that day.

**(a) Parental Leave Compensation**

Where an employee chooses to serve the two (2) week waiting period under the Canada Employment Insurance Act before receiving benefits under the Act, she/he will receive for the first two weeks, payments equivalent to 100% of the actual weekly rate of pay that he or she was receiving on the last day worked prior to the start of the leave; and,

Up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the sum of weekly Employment Insurance (EI) benefits that the employee is eligible to receive and any other earnings received by the employee and *ninety three (93%)* percent of the actual weekly rate of pay which he or she was receiving on the last day worked prior to the commencement of the leave. The employee shall receive any scheduled progression on the wage grid or amended wages upon their return.

**(b) Return to Work**

Employees returning to work from parental leave will return to their previous job position and base held at the time of their leave.

**ARTICLE 30  
SHORT TERM SICK LEAVE PLAN**

**30.01 Sick Day Bank**

Upon hire an employee will earn one (1) shift for every month of active service to a maximum of 10 shifts.

Any unused sick days will be accumulated in to the employee's Short Term Disability Bank. Neither of these banks is redeemable for cash.

**30.02 Short Term Disability Bank**

On January 1<sup>st</sup> of each year any unused sick days will be accumulated into the Short Disability Bank.

Should the employee have a non-work related illness or injury and once the disability has been adjudicated by the Company's benefits provider, the employee's Short Term Disability Bank will be applied (100% of their salary) until the bank is depleted at which point the Company's Short Term Disability Insurance Program will take over (66 2/3 of regular earnings, exclusive of any allowances), or he is ready to return to work.

The Short Term Disability Bank and Company's Short Term Disability Insurance Program in combination will not exceed the equivalent of six (6) months.

**30.03 Long Term Illness or Injury**

In the event of a non-work related illness or injury, an employee may apply for Long Term Disability benefits through the Company's insurance provider; and shall be granted a leave of absence consistent with the plan provisions until such time as he is able to return to work.

Such employee, while on short term or long term leave, shall retain and accrue length of service seniority whether or not he is able to maintain any licenses or certificates for a maximum of two years from the last day worked. Return to duty after such leave shall be subject to a reasonable qualifying period.

#### **30.04 Modified Duties**

Where able the Company will provide modified duties.

#### **30.05 Sick Notes**

It is the employee's responsibility to attach a medical certificate to his timesheet when the illness continues for more than two (2) consecutive days, and/or immediately before or after a scheduled vacation day or holiday shift.

### **ARTICLE 31 INJURED WORKERS' COMPENSATION**

#### **31.01 Injury While On Duty**

- (a) In the event an employee is injured while on duty, the employee will seek medical attention as required and will notify the Company at the earliest opportunity, depending upon the cause and nature of the accident and resulting injuries sustained.
- (b) The Company will comply with appropriate legislative body with regards to data related to type of injury, and what equipment or aircraft was involved.
- (c) The Company will be responsible for filling out the appropriate Employer WSIB Forms.
- (d) The Employee if required will be taken off line and every reasonable effort will be made to get the employee back to work.
- (e) Payment pending Workplace Safety Insurance Board (WSIB) adjudication:

Upon completion and approval by the Company of the WSIB Advance Waiver Form attached as an Appendix to this Agreement, the Company will provide a monetary advance as set out in the Waiver Form.

#### **31.02 Quarantine**

If ordered by the Department of Public Health Medical Officer to remain under a home quarantine, employees will continue to receive regular straight time pay. The employee will not have to use his/her sick time.

If deemed medically appropriate to work under working quarantine conditions, employees will perform their regular duties.

### **ARTICLE 32 LEAVES OF ABSENCE**

#### **32.01 General**

- (a) The Company will consider an employee's request for a leave of absence. Such requests shall be in writing, and shall include the requested commencement date, duration, and

reason for the leave. Such request will not be considered if the leave request is for the purpose of taking other employment outside of Ornge.

- (b) An extended leave period beyond twelve (12) months may be granted, but seniority will not continue to accrue beyond the first twelve (12) month period, except in special circumstances and if mutual agreement between the Company and the Union is obtained prior to the expiration of the initial leave period.
- (c) If an employee is granted a leave of absence for a stated period, and requests to return to service before the expiration of that period, such early return shall be at the option of the Company.
- (d) Subject to the provisions of applicable benefits contracts, an employee granted a leave of absence may choose to maintain all or any benefits normally covered by payroll deduction at the employee's expense. Such payments for benefits shall be made in advance in the form of monthly posted-dated checks.
- (e) An employee returning from any authorized leave of absence shall be permitted to return to his last held permanent position.

### **32.02 Compassionate Leave**

Upon request, the Company may grant an employee a leave of absence without pay for legitimate personal reasons. The Company shall not unreasonably deny such requests. The employee shall have the option of using earned vacation and/or statutory holidays or banked overtime to offset the work hours lost as a result of his being unable to work.

### **32.03 Religious Leave**

Employees observing religious holidays (other than any statutory holidays) shall notify Ornge and shall arrange a vacation day to accommodate such observance.

### **32.04 Military Service Leave**

Military leaves of absence and reemployment rights upon return from such leave shall be granted in accordance with applicable laws. Employees who are members of Canada's Primary Military Reserve shall in the event of activation, have their job positions protected with no loss of seniority or length of service until such time as they return to flight duties.

## **ARTICLE 33 PERSONAL DAYS**

- 33.01** After one (1) year of service employees will be provided two (2) shifts as personal days. The days are to be scheduled off in full shifts according to the needs of the business. Personal days will not be accumulated.

**ARTICLE 34  
VACATION**

**34.01 Vacation Schedule**

**General Holidays Days Off Entitlement**

The combined General Holidays and Additional Holiday recognized by the Company shall be added to the employee's Annual vacation Entitlement.

Employees are entitled to the following paid vacation time, as of January 1<sup>st</sup>, when they have worked for the Company for:

<b><u>Length of Employment</u></b>	<b><u>Vacation</u></b>
Less than one year	7 shifts, 79.80 hours (prorated)
<b>More than</b> One year	10 shifts, 114.00 hours
<b>More than</b> Five years	13 shifts, 148.20 hours
<b>More than</b> Ten years	15 shifts, 171.00 hours
<b>More than</b> Thirteen years	18 shifts, 205.20 hours

Vacation that is not taken in the 12 months following the year in which it was earned will be paid out at the employee's current rate of pay at the end of the vacation year.

NOTE 1: Moosonee Base Vacation and General Holidays will be paid as per Appendix "C".

**34.02** The vacation year shall be January 1<sup>st</sup> to December 31<sup>st</sup>.

**34.03** Length of Company employment shall be used to calculate vacation entitlements.

(a) **Less than one year** - prorated based on seven (7) shifts/eighty-four (84) hours. Prorated hours divisible by twelve (12) will be vacation shifts, the remaining hours will be paid as cash at the end of the year in which they are earned. The Company will provide available vacation days for selection by the employee. Should the employee not select available days they may be assigned by the Company or by mutual agreement be paid out for those shifts at the end of the year in which they are earned.

(b) **Milestone Year**- an employee shall receive his vacation entitlement in the year in which he reaches his next Milestone.

**Example:** Employee's hire date was August 1<sup>st</sup>, 2009, he completes his fifth (5) year of service August 1<sup>st</sup>, 2014 he will be entitled to eleven (11) twelve (12) hour vacation shifts for Vacation Year 2014.

(c) **Pay Recovery** - should an employee leave the Company any vacation taken and not yet earned will be recovered from their final pay.

**34.04** On or before October 15<sup>th</sup> of each year the Company shall provide each employee their vacation entitlement for the next vacation year.

**34.05** On or before November 1<sup>st</sup> of each year, the draft master planning document by base will be made available to each employee. The selection for vacation dates will be in accordance with date of hire seniority. Following the bidding process, the employer will produce an annual vacation selected document.

- (a) Employees must select all their vacation entitlements during the selection process.
- (b) If any vacation is unused the Company will provide available vacation days for selection by the employee. Should the employee not select available days they may be assigned by the Company or by mutual agreement have those shifts paid out at the end of the vacation year in which it was earned.
- (c) Should an employee be absent from work due to injury, illness or any other approved absence they will be eligible to participate in the vacation selection process provided that their vacation selection is subsequent to their expected return to work date.
- (d) In the event that an employee maintains his base and position throughout the vacation year, once selected and approved vacation picks will not be changed except by mutual agreement.
- (e) In the event of a base or position change (First Officer to Captain), the employee will forfeit his vacation selection. The company will, giving consideration to the wishes of the employee while respecting the needs of the service, reschedule a vacation selection that has been forfeited.
- (f) Only one captain and one first officer may select a specific day for vacation per base.

**Process:**

Employee vacation requests must be picked at a pilot base meeting.

Holiday picks shall be conducted in a length of service rotation with the most senior pilot picking first, followed by the next senior down the roster. In each round of picking, a pilot shall pick a maximum of five (5) shifts or a shift block, whichever is greater of vacation time including the added general holiday.

The parties agree to continue past practice related to the selection process until such time as the parties agree to an alternate automated method.

**ARTICLE 35  
GENERAL HOLIDAYS**

**35.01** Those days considered General Holidays are listed below:

- 1. New Year's Day
- 2. Family Day
- 3. Good Friday
- 4. Easter Monday
- 5. Victoria Day
- 6. Canada Day
- 7. Simcoe Day (August Civic Holiday) in place of Remembrance Day
- 8. Labour Day
- 9. Thanksgiving Day
- 10. Christmas Day
- 11. Boxing Day

\* Any other day proclaimed by Federal Legislation.

**35.02** These listed days are to be observed as holidays without loss of pay for eligible employees who have been on payroll for at least 30 calendar days.

**ARTICLE 36  
EQUIPMENT LIST**

**36.01** Uniform

The Company shall provide the following uniform equipment to Rotor Wing flight crews:

**Table: 36.01(a)**

ROTOR WING PILOT UNIFORM ITEMS					
Item:			(1) New Hire Initial Allotment (Units)	(2) Point Value/Unit	(3) Annual Replacement Allotment (per item)
1	Flight Suit	ea	2	240	240
2	Shirt, Uniform (LS or SS)	ea	4	25	100
3	Pant (Dockers Style)	pr	3	55	110
4	Turtle Neck or Mock LS	ea	4	30	30
5	Belt	ea	1	20	20
6	3:1 Jacket, Mid-length	ea	1	240	80*
7	Parka (Canada Goose), ¾ length	ea	1	600	150*
8	Epaulettes	pr	2	20	20**
9	Bag, Flight	ea	1	60	60
10	Hat, Baseball	ea	1	10	10
11	Toque	ea	1	10	10
12	Gloves, Winter	pr	1	20	20
13	Sweater	ea	1	50	50
14	Scarf, Wool	ea	1	20	20
15	Footwear, Boot; Winter	pr	1	\$ 150	\$ 75*
16	Footwear, Boot; Tactical	pr	1	\$ 200	\$ 100*

\* Subject to conditions of Article 36.02(b)

\*\* Subject to Article 36.02 (c)

**Total Maximum Annual Allotment = \$800/points – following ratification and thereafter, replenished January 1 each year.**

**Table: 36.01(b)**

Optional Annual Items:		Point Value
17	Polo Shirt, Short Sleeve, dress (poly/cotton)	25
18	T-shirt (moisture wicking – poly/cotton)	15
19	T-shirt (cotton)	10
20	Fleece, Sleeveless, Full Zip	50
21	Fleece, Hooded, LS	60

- (a) On initial hire, employees will be supplied with Uniform Items pursuant to the **Initial Allotments**, Column (1), of Table 36.01(a);
- (b) Accepted allotments shall be worn by employees in the manner, and at all times, as prescribed by Company Policies, Procedures and Directives;
- (c) Uniform items and accessories supplied by the Company, at no cost to the employee pursuant to Article 36.01, shall remain the property of the Company and must be surrendered on request;
- (d) Pursuant to (c) above, each Winter Parka, Boot (Winter, Tactical) and 3:1 Jacket (hereafter; "high-value") item will remain the property of the Company during the first year after issue. If the Employee leaves the employ of the Company for any reason during this period, each high-value item must be returned with only normal wear and tear. Each high-value item not returned by the employee's last day of work will be reconciled from employee's last pay, at the issued cost;
- (e) The uniform kit is to be gender specific. When gender specific cannot be obtained, then the affected employee will receive tailoring reimbursed by the company, with receipts;
- (f) Subject to (e), Employee will not be reimbursed by the company for tailoring, alterations, repairs or cleaning;
- (g) All footwear allotments will only be reimbursed, with receipts, once every two (2) years. One pair per allocation.

**36.02** Subject to completion of Probationary period, each January 1<sup>st</sup> subsequent to the initial hire year, eligible employee shall be awarded clothing allotments up to those listed as **Annual Replacement Allotment** up to a **Total Maximum Annual Allotment** of \$ 800/points.

- (a) All Uniform point allotments expire Dec 31<sup>st</sup> of each year;
- (b) Parkas will only be replaced once every four (4) years; 3:1 jackets will only be replaced once every three (3) years; Boots (Winter, Tactical) will only be replaced once every two (2) years. Subject to the proper care and custody by the employee and at the Company's discretion, earlier replacement may be considered for damaged items, beyond normal wear and tear.
- (c) Epaulettes are normally not replaced.
- (d) Where employees have available annual point allotments, employees are permitted to purchase additional items listed in Table 36.01(b), up to their Maximum Annual Total. Employees are also eligible to purchase Table 36.01(b) items, at the recoverable cost of the Company;
- (e) Employees will be allowed two (2) yearly shipments from the uniform Provider. Order selection timeframes may be set by the uniform Provider. Where possible, orders outside of selection window or additional orders will be shipped at the employees' expense;
- (f) Any employee who leaves the employment of the Company, for any reason, will forfeit all uniform points.

**36.03** The Company will pay for new helmets or upgrades not more than once every five (5) years at the rate of 50% up to \$1,000.

- 36.04** Upon request of either party, the parties to this Agreement shall consult meaningfully, at the appropriate level, about any issues that may arise with respect to the Equipment List policy, and will endeavor to mutually resolve all outstanding matters.
- 36.05** Where practical, as determined by the Company, the Company will provide adequate and secure worksite storage for all employees' equipment.

**ARTICLE 37  
PILOT RESPONSIBILITY**

- 37.01** The Company recognizes that a Pilot is operating the aircraft on behalf of the employer and therefore incurs no liability for damage or loss of an aircraft or equipment used in Company services.
- 37.02** Any claim made by any member of the public, passenger or other person upon the pilot or the pilot's estate as a result of any accident or incident caused by the pilot when duly performing his nominated duty, whether efficiently or, as may be subsequently determined negligently, will be accepted as a claim made against the Company.
- 37.03** The Company will be solely responsible for all claims as a result of operations by or travel in the Company's aircraft.
- 37.04** Notwithstanding the foregoing, the Company reserves any and all of its rights and recourses it may have against a pilot if a claim is based on an accident or incident that results from the pilot's negligence or wilful misconduct.

**ARTICLE 38  
LABOUR MANAGEMENT COMMITTEE**

- 38.01** The parties acknowledge the mutual benefits to be derived from joint consultation and are prepared to enter into discussions aimed at the development and introduction of appropriate mechanism for the purpose of providing joint consultation on matters of common interest.
- 38.02** Within five (5) days of notification of consultation served by either party, the Union shall notify the Company in writing of the representative authorized to act on behalf of the Union for consultation purposes.
- 38.03** Upon request of either party, the parties to this Agreement shall consult meaningfully at the appropriate level about contemplated changes in conditions of employment or working conditions not governed by this Agreement.
- 38.04** Any issue raised by either party at the Labour Management Committee process shall not be considered as preventing the issues from being raised at subsequent negotiations of the Collective Agreement.
- 38.05** It is recognized that a subject for discussion may not be within the authority or jurisdiction of either management or Union Representatives. In these circumstances, consultation may take place for the purpose of providing information, discussing the application of policies, or airing problems to promote understanding; but it is expressly understood that no commitment may be made by either party on a subject that is not within their authority or jurisdiction, not shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.



- 38.06** Meetings with the Union shall take place at least annually. By agreement of the parties, the frequency of the meetings may be increased.
- 38.07** All meetings shall be held at a location and at a time determined by mutual agreement.
- 38.08** Fulltime employees participating in the Labour Management Committee shall be protected against any loss of regular pay by reason of attendance at consultation meetings with management, including reasonable travel time where applicable. The Parties shall endeavour to schedule such meetings during the working hours of committee representatives. In the event meetings are scheduled on an employee's day of rest, the employee shall not be entitled to any compensation.
- 38.09 Requirements for Written Agenda** - A designate representative of Union committees and Management shall exchange written agendas for a meeting seven (7) calendar days prior to the effective date of the meeting.
- 38.10** The Union can submit for discussion any new or changed Human Resources or Operational policies, rules or regulations or the operationalization of new equipment which have been implemented by the Company.
- 38.11** The minutes of the meeting will be reviewed and signed by both Company and Union.

#### **ARTICLE 39 NON-DISCRIMINATION**

- 39.01** There shall be no discrimination, intimidation, or harassment by supervisors, managers, or other agents of the Company against any employee because of their membership or activity in the Union, or by virtue of holding office in the Union.
- 39.02** The Union agrees that it will not condone or tolerate any discrimination, intimidation or harassment by its officers, member, or employees against employees who are not members of the Union.
- 39.03** The Company and the Union each agree that they will not discriminate against any employee because of race, ancestry, birthplace, colour, ethnic origin, citizenship, creed, gender, sexual orientation, age, marital status, family status, or disability.
- 39.04** The Parties agree that all employees of the company will be treated with mutual respect and dignity.

#### **ARTICLE 40 DISCIPLINE**

- 40.01** Generally discipline is intended to correct undesirable behaviour or conduct, and where appropriate, shall be progressive in nature.

Disciplinary action, including discharge, shall be for just cause and administered as progressive discipline:

1. Verbal warning
2. Written warning
3. Suspension
4. Termination

For the most serious or safety related violations, the disciplinary procedure may start at an advanced level of the progressive scale, provided that the Union can grieve that decision as well as the underlying disciplinary action.

Prior to any formal interview which is the basis of disciplinary action, or any meeting to impose discipline, the employee will be informed of the purpose of the interview or meeting and their entitlement to have a Union Representative present. Where possible, a twenty-four (24) hour advanced notice as to the time, place, and purpose of the meeting/interview will be provided to the employee. At the meeting/interview, the employee and the Union Representative may make statements and ask questions concerning the events and circumstances. The Union Representative or designate, if an employee of the Company, will be given time off without loss of scheduled earnings or benefits to attend the meetings or interviews.

If the Union Representative is not available then the meeting will not be postponed. The employee under discipline will choose another employee to act as a witness.

It is agreed that a Union Representative will not be transported between locations to provide union representation. If necessary and possible a telephone consultation can be considered.

Disciplinary actions shall be removed from employees' personnel files after fifteen (15) months provided that no further disciplinary action of a similar nature has been recorded during this period.

The employee and the Union Representative shall be notified in writing of any disciplinary action taken against an employee within a reasonable period of time. Where any such disciplinary action is placed into an employee's personnel file, a copy of such letter or note must be presented to the employee and the Union Representative.

Upon written request, employees may examine their personnel files once every twelve (12) months.

## **ARTICLE 41 GRIEVANCE AND ARBITRATION PROCEDURE**

### **41.01 Definitions:**

#### **(a) Grievance**

A grievance shall be defined as a dispute between the Company and the Union on behalf of an employee, group of employees, or on its own behalf concerning the interpretation, application, or administration of the Collective Bargaining Agreement, and shall include individual employee grievances, group grievances, Union grievances, and Company grievances.

#### **(b) Days**

A day shall mean calendar days, however, where a deadline occurs on a Saturday, Sunday, or Holiday, the deadline shall be extended to the next normal business day.

### **41.02 Grievance Steps**

#### **Step 1:**

Before receiving a grievance in writing, it shall be presented verbally to the appropriate Management representative by the employee and or his/her Union Representative or Steward.

**Step 2:**

Failing resolution at Step 1, a written grievance shall be submitted to the Director Flight Operations or designate within fifteen (15) days of the incident giving rise to the grievance, or from the date when the employee(s) should otherwise have reasonably been aware of the incident. The grievance shall make note of the article(s) in the Collective Bargaining Agreement which have been violated and the remedy sought for resolution.

The authorized designates of each Party shall discuss and attempt to resolve the grievance and the respondent shall render a written response to the grievance and provide a copy to all concerned no later than fifteen (15) days following the presentation of the written grievance at Step 2.

**Step 3**

Failing settlement being reached at Step 2, the authorized representative of the, grievor may within fifteen (15) days of the receipt of the Step 2 response, or the expiration of the Step 2 time limits, transmit in writing the grievance to the Director of Labour Relations of Ornge Global Air or designate.

The Director of Labour Relations of Ornge Global Air shall discuss and attempt to resolve the grievance with the authorized representative of the grievor and render a written response to all concerned no later than fifteen (15) days following receipt of the grievance at Step 3.

**41.03 Labour Management Committee Meetings (LMC)**

Prior to invoking Section 41.07 of this Article, the parties may mutually agree to convene a Joint LMC meeting as described in Article 44, in an effort to resolve outstanding grievances prior to proceeding to arbitration.

**41.04 Termination Grievances**

A grievance resulting from the involuntary termination of an employee shall be submitted directly to Step 3 within thirty (30) days of the Union's or employee's knowledge of such termination.

**41.05 Company Grievance**

Any grievance initiated by Management may be referred in writing to the Union Staff Representative within fifteen (15) days of the occurrence of the circumstances giving rise to the grievance. The Union shall meet within fifteen (15) days thereafter with the Director of Labour Relations to consider the grievance. If a final settlement is not completed within fifteen (15) days of such meeting, the grievance may be referred to arbitration.

**41.06 Union Grievance**

A Union policy grievance, which is defined as an alleged violation of the Agreement potentially affecting the Bargaining Unit as a whole, may be filed by the Union in writing with the Director Flight Operations or his designate within twenty-one (21) days of the circumstances giving rise to the grievance. The DFO shall meet within fifteen (15) days thereafter with the Union to consider the grievance. If a final settlement is not completed within fifteen (15) days of such meeting, the grievance may be referred to arbitration.

#### **41.07 Referral to Arbitration**

Failing settlement being reached at Step 3, or per the Company and Union grievance procedures above, either Party may refer their grievance to arbitration within thirty (30) days of the receipt of the Step 3 response, the expiration of Step 3 time limits, or the conclusion of the Company and Union grievance procedures. The Union shall advise the Director of Labour Relations in writing of its intent to refer the dispute to arbitration. The Company shall advise the authorized Union representative in writing of its intent to refer the dispute to arbitration. At the time a grievance is referred to arbitration, the referring party shall propose suggested arbitrator. Failing agreement on the selection of an arbitrator, either party may request the Minister of Labour to appoint an arbitrator.

#### **41.08 Time Limits and Representatives**

The time limits stipulated in this procedure shall be mandatory except where extended by mutual agreement. Such agreements shall not be unreasonably withheld. The international union representative, the local union representative and the grievor may attend all meetings associated with the grievance process subject to operational requirements, which will not be reasonably withheld.

If the union representative is not available then the meeting will not be postponed. The employee shall choose another employee to act as a witness.

It is agreed that a Union Representative will not be transported between locations to provide union representation. If necessary and possible a telephone consultation can be considered.

#### **41.09 List of Arbitrators**

The parties will agree to a list of arbitrators to whom grievances may be referred. This shall be reviewed annually and may be amended by mutual agreement. Each Party will alternate in selecting an arbitrator to sit as a sole arbitrator from the appropriate list. In the event that the arbitrator selected by a party is unable to hear the grievance within ninety (90) days of the referral to arbitration, the party having made the selection may choose another arbitrator from the list. The initial list of arbitrators, as agreed to by the parties, shall be the subject of a Letter of Understanding.

#### **41.10 Arbitrator**

In the event that a grievance is referred to arbitration, it shall be heard by a single arbitrator.

#### **41.11 Cost of Arbitration**

In respect to the cost of arbitration of grievances, the Parties shall share equally in the fee and expenses of the sole arbitrator.

#### **41.12 Authority of Arbitrator**

The arbitrator shall not have any authority to alter, modify, or amend any part of the Agreement.

#### **41.13 Decision**

The arbitrator shall hear and determine the difference or allegation, including any question as to whether the difference is arbitrable, and shall issue a decision. All such decisions shall be final and binding upon the Parties.

**ARTICLE 42  
PAY PERIODS**

**42.01 Pay Periods**

Pay periods will be on a semi-monthly basis. Wages will be paid on the fifteenth (15th) and the last day of the month, unless such day falls on a holiday, or a day when the banks are closed. In that case, the employee shall be paid on the full banking day before the regular payday.

**42.02 Direct Deposit**

- (a) Employees shall provide the payroll department with the required bank account information and will receive their pay via direct deposit into their account as per the established schedule. A record of payment shall be provided to the employee on the same date as the pay deposit outlining all appropriate wages and deduction information.
- (b) The Company shall provide an up-to-date report of banked overtime and sick time on an employees' semi-monthly pay voucher.

**42.03 Pay Discrepancies**

Any confirmed pay discrepancies under two hundred and fifty (\$250.00) will be paid on the next regular pay. Any discrepancies two hundred and fifty (\$250.00) or over will have a separate cheque issued within three (3) business days of the confirmation of the discrepancy.

**ARTICLE 43  
OFFICIAL TEXTS & PRINTING**

- 43.01** The size, format and number of copies of the Collective Agreement shall be agreed to by the Union and the Company. The costs associated with the printing shall be shared equally between the Union and the Company. The Collective Agreement shall be printed in a union shop. Copies shall be distributed to all employees by the Company.

**ARTICLE 44  
MOVING / RELOCATION EXPENSES**

- 44.01** In the event an employee voluntarily relocates or the Company requests an employee to relocate as a result of a job opening, such employee will be eligible, once every twenty-four (24) months, unless relocation is a result of a layoff) to receive the following payments upon verifiable proof of relocation expenses:

The relocation allowance includes but not limited to:

- 1. One (1) trip to new location to locate accommodation;
- 2. Gas, meals, hotel while in transit to new base;
- 3. Moving truck rental;
- 4. Furniture storage fee;
- 5. Penalties associated with leaving a lease or rental agreement early.

- 44.02** Upon presentation of expense receipts, the employee will be reimbursed up-to a maximum of \$6,000. If for any reason, an employee who has been reimbursed for relocation expenses ceases to be employed by the Company within 2 years from the date of reimbursement, the employee

will be required to repay the Company and/or the Company shall have the right to recover all monies from their final pay(s). This amount is deemed non-taxable at source.

#### 44.03 Transfers

Employees bidding on voluntary transfers shall be given at least twenty (20) days written notice of the requirement to report to his new base. The twenty (20) days notice may be waived by mutual agreement in writing between the employee and the Company.

### ARTICLE 45 TRAVEL AND EXPENSES

#### 45.01 Per Diems

Employees will receive the per diem amounts below while working away from their assigned base (other than for an operational day).

Per Diems	
Breakfast	\$ 12.00
Lunch	\$ 15.00
Dinner	\$ 35.00

Should the Company increase the per diems for non-union employees above the \$62.00 stated above, the grid shall be adjusted upward on January 1<sup>st</sup> of the year following the change in rate.

On a duty out, pilots will receive a dinner per diem for the calendar day of the duty out and a full day's per diem for the next calendar day should they work the next day on a scheduled shift, or the per diems for meals missed until they return to base.

International exchange rates will be recognized and adjusted based on the quarterly rate established on the first day of each quarter Jan 1<sup>st</sup>; Apr 1<sup>st</sup>; Jul 1<sup>st</sup> and Sept 1<sup>st</sup>, and paid in Canadian Dollars. The employee will never receive less than per diem amounts above.

When an employee overnights he will also receive a **\$10.00** allowance to cover such incidentals as laundry or telephone.

All accommodation, vehicles, flight etc will be booked and paid for in accordance with the Company's Travel & Expense Policy. (Located on Life Line)

NOTE 1: Expense accounts must be sent for processing normally within thirty (30) days.

NOTE 2: At the end of each contract, any outstanding balance on expense account advances must be paid either by cheque or pay deduction.

NOTE 3: The employee may claim reimbursement for breakfast on the first day of the tour or business trip, when the departing aircraft has a scheduled take-off time of 8:00 A.M. or earlier. To obtain reimbursement for dinner, the employee must be away from his base until at least 6:00 P.M.

NOTE 4: Moosonee Base Per Diems will be paid as per Appendix "C".

#### **45.02 Employee Provided Accommodations**

Expenses for room and meals provided by the employee are a fixed allocation of \$130.00 Per Diem without a receipt.

#### **45.03 Scheduled Air Travel**

To minimize an employee's travel day, scheduled air travel shall be by way of the most economical and direct flight available.

#### **45.04 Use Of Personal Vehicles**

Mileage reimbursement expense for the use of a personal vehicle while on approved Company business shall be paid at the current Revenue Canada rate per kilometre.

#### **45.05 Rental Vehicles**

- (a) The Company will arrange all rental vehicles when necessary for an employee to travel for business purposes. However, when employees are required to use a rental vehicle for the purpose of traveling to and from a work location, the minimum of a Standard Class vehicle shall be utilized.
- (b) Where vehicles are required in northern Ontario and driving times are in excess of one (1) hour, a four-wheel drive vehicle shall be used.
- (c) Actual cost of the rental shall be reimbursed to an employee upon submission of receipts.

### **ARTICLE 46 PRIVACY & SECURITY**

#### **46.01 Skynode Tracking**

Skynode tracking is recognized to be a valuable flight following system which would greatly enhance Search and Rescue in the event of an in-flight emergency resulting in an unanticipated emergency landing.

#### **46.02 Computer Terminals**

Web-loggers, keystroke loggers, email readers, hardware or software types commonly known as spyware, shall not be used on employee access computers without prior written notification.

#### **46.03 Cockpit Voice Recorders (CVRs)**

- (a) It is agreed that no program to routinely listen to recorded information from the Cockpit Voice Recorder, except for maintenance purposes, will be introduced or carried out without prior written notification to the Union.
- (b) The Company shall use its best efforts to ensure the security of all data or other relevant information obtained from the CVRs against unauthorized removal and/or playback.
- (c) When any CVR is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Union, and all pilot crew members involved in the incident or accident, unless the company has been legally bound not to reveal the removal.

#### **46.04 Aviation Accident Or Incident**

- (a) The parties acknowledge that the Company has a procedure, as stated in the Operations Manual, in the event of an aviation accident or incident.
- (b) In the event of an accident or serious incident, the flight crew shall be restricted from flight duties without loss of pay or benefits for a period commensurate with the situation and until any required medical and flight check is cleared.
- (c) Where a pilot is held out of service as a result of an aviation accident or incident, they shall not suffer any loss of pay or benefits pending a flight check or medical examination where applicable. In any event, where eligible, the pilot shall apply for the applicable disability or income replacement program with the assistance of the Human Resources Department.
- (d) During a review or investigation of an aviation accident or incident, the employee involved may request the presence of a Union representative. Such review or investigation shall not be unreasonably delayed due to the unavailability of a Union representative.

#### **46.05 Safety Of Flight Operations**

- (a) The Company at its discretion may attend safety related conferences from time to time. The Company may invite a pilot to attend such conferences.
- (b) The Company shall coordinate quarterly meetings of Base Safety Reps, in person or via conference call, to discuss flight safety related issues and make recommendations where appropriate.

### **ARTICLE 47 WAGES / ALLOWANCES / BENEFITS**

#### **WAGES**

**47.01 Pilots Wage Scale** - see Appendix "A"

**47.02 Long Term Service Recognition** – see Appendix "B"

#### **ALLOWANCES**

##### **47.03 Duty Allowances**

The following positions will be paid in accordance with Appendix "B":

1. **Check Pilot** – A Check Pilot performing a check ride receives an allowance per PPC.
2. **Training Pilot** – receives a monthly allowance.
3. **Base Safety Pilot** – receives a monthly allowance and the position shall be posted every two (2) years in accordance with current practice.

##### **47.04 Northern Allowances**

Effective January 1, 2020, should an employee reside in Moosonee, they shall receive an annual allowance of \$20,000.00 – paid out in four quarterly installments of \$5,000.



#### **47.05 Christmas Day & New Year's Day Allowance**

Should an employee work Christmas Day or New Year's day they shall be paid, in addition to their regular wages, an of \$100.00 per day.

### **BENEFITS**

#### **47.06 HOOPP Pension**

The Employer and the Union will use their best efforts to achieve the objectives of the Memorandum of Agreement including the introduction to the eligibility of Healthcare of Ontario Pension Plan (HOOPP). In the event that the parties are unsuccessful they will return to the bargaining table to negotiate a complete agreement.

#### **47.07 Employee Medical Exams**

##### **(a) Employee Medical Information**

Medical reports produced by a health specialist further to a medical exam will be kept separate from other employee information and maintained confidentially. Access to this information will be limited to those who have a legitimate need to know. The employee has access to his medical information upon his request.

##### **(b) Transport Canada Medical Information**

The schedule of periodic physical, electrocardiogram and audiogram examinations required under Transport Canada regulations for license endorsement are the responsibility of the pilot and shall be scheduled on a pilot's day of rest.

The required annual or biannual examinations shall be conducted by any Civil Aviation Medical Examiner (CAME). Pilots will be reimbursed for fees up to a maximum of \$160 per year associated with medical examinations.

#### **47.08 Loss of License**

The long term disability policy will continue to provide loss of license insurance to employees.

#### **47.09 General**

- (a) The Company shall inform the Union of the total costs by category of benefit and shall further inform the Union of any changes in underwriter(s).
- (b) Nothing in this agreement will hinder the increase of the benefit programs to the employees if benefit programs are increased or added to for other employees of the Company in other divisions or regions.
- (c) The Company shall pay the cost of the Group Insurance Plan, except for the Long Term Disability (LTD) Benefit.

#### **47.10 Visa, Travel Documents, Passports, Inoculations**

The Company shall pay full costs of any Visas, travel documents, passports and inoculations required to perform job duties.

#### **47.11 Missing, Hijacking or Internment**

- (a) An employee who, while engaged, in the course of his duties for the Company, is interned, captured, or held as prisoner or hostage, shall be allowed compensation of 100% of his normal monthly salary applicable at the time he was captured, or held prisoner or hostage.
- (b) Prisoner does not include legalized imprisonment due to the illegal actions by the employee consistent with the rules established in Canada the United States or by standards established by the United Nations.

#### **47.12 Materials Loss**

No employee shall be required to pay for the theft, loss or damage of company manuals and approach plates, when such theft, loss or damage occurs beyond the reasonable control of the employee.

#### **47.13 Employee Personal Effects**

1. Maximum value: \$5,000 any one loss.
2. Coverage only while on board aircraft owned or operated by the Company.
3. A \$100 deductible is applicable to each loss and is the responsibility of the employee.

Note: This coverage is intended to be in excess of any other coverage available to the employee, i.e. homeowner's insurance.

#### **47.14 Meetings or Calls-Ins**

The minimum amount paid if an employee is called in for any reason is four (4) hours.

### **ARTICLE 48 DEFINITIONS**

#### **48.01 Base**

Shall mean a specific location of operations from which a pilot carries out his scheduled flight duties. For purposes of this agreement the current bases are Kenora, London, Moosonee, Ottawa, Sudbury, Thunder Bay and Toronto.

#### **48.02 Gender**

It is understood that any references contained within this Agreement to the masculine gender will also pertain to the feminine gender. Any references to the singular shall also pertain to the plural where appropriate.

#### **48.03 Classification**

Shall mean Captain or First Officer.

#### **48.04 Displacement**

Shall mean the removal of a pilot by the Company from any flight time duty to which he has been assigned so that the work which was to have been performed by the displaced pilot may be performed by another pilot.

**48.05 Domicile**

Shall mean that place at which a pilot or group of pilots reside.

**48.06 Flight Crew**

For Operational Flight Crews, shall mean two pilots, one designated as Pilot in Command (PIC) and one designated as First Officer.

**48.07 Lay-Off**

Shall mean the temporary discontinuance of an employee's employment.

**48.08 Overtime**

Shall mean hours worked in excess of standard hours of any sort.

**48.09 Permanent Assignment**

Shall mean the position held by a pilot in regard to base, and classification.

**ARTICLE 49  
DURATION OF AGREEMENT**

The Company and the Union agree that this Agreement shall remain in full force and effect from April 1, 2017 to March 31, 2020 inclusive, and from year-to-year thereafter, unless written notice of intention to terminate or amend this Agreement is given by either party to the other within ninety (90) days prior to expiring or within ninety (90) days prior to March 31<sup>st</sup> any year thereafter in which the Agreement continues.

**SIGNED AT MISSISSAUGA, ONT. ON AUGUST 16, 2019**

**FOR THE UNION:**

*Paul Bohelski /s*

---

Paul Bohelski  
Senior International Representative OPEIU

*Angus Gauld /s*

---

Angus Gauld  
Chair OPEIU DAG2007A

*Istvan Pouti /s*

---

Istvan Pouti  
Vice-Chair OPEIU DAG2007A

**FOR THE COMPANY:**

*Ian McLean /s*

---

Ian McLean  
Chief Operating Officer – Aviation

*Peter Cunnington /s*

---

Peter Cunnington  
Director, Flight Operations, Rotor Wing

*Foster Brown /s*

---

Foster Brown  
Chief HR & Labour Relations Officer

*LeeAnne Leo /s*

---

LeeAnne Leo  
Human Resources Business Partner

*Meera Sharma /s*

---

Meera Sharma  
Human Resources Business Partner

**LOU #1**  
**NIGHT VISION GOGGLES**

To: Paul Bohelski, Senior International Rep, OPEIU

From: Rob Giguere, COO, Ornge

Date: January 7, 2013

**RE: Night Vision Goggles (NVGs)**

Further to our recent discussions, this is to confirm that in the event Ornge determines that NVGs will become a standard operational equipment, pilot assigned bases utilizing this equipment will be compensated for the retrofit of their existing helmet to accommodate the NVG installation, or in the alternative, if existing helmets are unable to be modified they will be issued Company owned helmets.

Should a Pilot elect not to utilize the option of a Company owned helmet, they may exercise their right to purchase a suitable helmet under the terms of Article 36.03.

I trust this arrangement will be suitable. Should any unforeseen issues arise the parties will meet to resolve them.

**LOU #2**  
**LIST OF ARBITRATORS**

Mr. Paul Bohelski

Sr. International Rep.

OPEIU Canada

Dear Mr. Bohelski:

Re: List of Arbitrator

As per Article 41.00 the following list is identified as the initial list of arbitrators.

1. George Montieth
2. John Stout
3. Larry Steinburg
4. Paula Knopf

Yours truly,

Foster Brown  
Chief Human Resources & Labour  
Relations Officer

Received and Accepted by:

Paul Bohelski  
OPEIU Senior International Representative

**LOU #3**  
**COMPLETED OVERTIME SHIFTS**

To: Mr. Paul Bohelski, Senior International Rep, OPEIU

From: Rob Giguere, COO, Ornge

Date: May 7, 2014

**RE: Completed Overtime Shifts – Reduction of 12 Required Drafts**

Further to our recent discussions, this will confirm that completed overtime shifts will count towards the employee's obligation for their 12 Draft Shifts.

I trust this will be acceptable. Should any unforeseen issues arise; the parties will meet to resolve them.

## **LOU #4 HELMETS**

In recognition of the desires of the OPEIU and the Company to ensure that pilots are afforded an appropriate opportunity to select a helmet for personal use that meets both the individual preferences of the pilot and the safety and operational goals of both parties and also in alignment with the Company's mandatory Helmet policy, the OPEIU and Ornge agree to this LOU #4 which replaces in their entirety Article 36.03 and LOU #1:

### **LOU 4.01 - Expense Benefit**

A: Once every 10 years and upon presentation of an expense claim supported by a receipt substantiating the purchase of an Aviation Helmet by the claimant, the company will reimburse the pilot for up to \$2500. The helmet shall remain the sole property of the pilot who shall be responsible for its care, control and upkeep subject to the conditions stipulated in LOU 4.04; **or**

B: The Company will reimburse for refurbishment or upgrades to a personally owned helmet not more than once every five (5) years at the rate of 50% up to \$1,000. This helmet remains the sole property of the pilot and exempt from LOU 4.05.

### **LOU 4.02 - Selection Standards**

The helmet purchased must meet accepted Rotor Wing Helmet Safety standards and certifications and may be purchased by a vendor of the pilot's personal choice with the proviso that the helmet colour chosen shall be white. (Examples of suitable helmets include the Gentex, Alpha Eagle, and the Gallet.)

### **LOU 4.03 - NVG Compatibility**

When exercising the benefit described in this LOU, pilots shall ensure they select and purchase a helmet that is NVG compatible. Suitable recommendations are available by the large retailers of Aviation helmets and the suppliers of NVGs. Additional Ornge specific information will become available upon completion of the NVG RFP process expected fall 2014.

### **LOU 4.04 - NVG Installation**

In the event Ornge determines that NVGs will become standard operational equipment, pilots assigned bases utilizing this equipment will have, at company expense, their NVG compatible helmets retrofitted to accommodate the NVG fitment.

### **LOU 4.05 - Helmet Amortization**

In the event a pilot ceases to be employed by Ornge within 5 years of the purchase of a Company paid helmet, the pilot will have the option to return the helmet to the company, or buy-out the remaining prorated helmet benefit cost at an amortization of 5 years. Such liability will be recovered by Ornge by deduction from the last pay.

### **LOU 4.06 - Helmet Responsibility**

It is understood and accepted by the parties that Company policy mandates the wearing of helmets during all phases of Rotor Wing operations.



Further the parties recognize and accept that it shall be the sole responsibility of the pilot for the determination, selection and maintenance of a helmet suitable for Rotor Wing operations and appropriate for continued use considering all factors in accordance with the pilot's personal preference subject to LOU 4.02 and LOU 4.03.

**LOU #5**  
**PERSONAL DAYS PROCESS**

**L5.01** Further to our recent discussions and in accordance with Article 33, as agreed this will outline the process to request a personal day. The parties agree to review the process after 180 days to address any issues that may arise.

**Note:** The following process for Personal Days is applicable to all bases except Moosonee.

**Process for Requesting Personal Day:**

The employee may schedule their personal days consistent with the annual scheduling and vacation bidding process. Once approved the personal day will be protected.

When the schedule is posted following the vacation bid an employee may request remaining personal days at any time during the schedule year as follows:

1. Employee submits Personal Day request to their Base Manager
2. Base Manager informs Scheduling of the request.
3. Scheduling confirms the employees eligibility for a Personal Day using the guidelines detailed below.

**L5.02 Guidelines for coverage in order to approve a personal day:**

**(a) The employee is requesting the personal day for a schedule (day or night) shift**

**(i) If the request is greater than 30 days from the day requested:**

1. Scheduling will email the base with notice of the personal day request.
2. Allow 7 days for notice to be reviewed by employees.
3. The overtime will be awarded in order of seniority of the same classification at the base.
4. If no employee of the same classification is available, the overtime will be awarded in order of seniority of another classification at the base, provided that they meet the requirements of the position to be covered.
5. If no employee is available after 7 days, the overtime will be awarded on 'first come, first serve' basis.

**(ii) If a request of greater than 30 days has not been filled yet with 30 days prior to the request or there is a request at 30 days or less to the day requested:**

1. Base callout in order of seniority per classification in conjunction with another email to the base.
2. Allow 24 hours for return calls
3. The overtime will be awarded in order of seniority of the same classification at the base.
4. If no employee of the same classification is available, the overtime will be awarded in order of seniority of another classification at the base, provided that they meet the requirements of the position to be covered.

5. If no employee is available after 24 hours, the overtime will be awarded on 'first come, first serve' basis.
6. If no employee available at the 96 hours window or less from the day requested, the on-call pilot will be utilized to grant the personal day if more than one (1) pilot is scheduled for on-call per classification.
7. If no employee available at the 24 hours window or less, the on-call pilot may be utilized at the Company's discretion, if only one (1) pilot is scheduled for on-call.

**NOTE:** If the initial request is 96 hours or less, an overtime base callout will be done in order of seniority per classification and awarded on a 'first come, first serve' basis. If no employees are available, the process will begin at steps 6 & 7 above.

**(b) The employee is requesting the personal day for an on-call shift**

**(i) If the request is greater than 30 days from the day requested:**

1. Scheduling will email the base with notice of the personal day request to be covered using the Voluntary On-call process as per Article 22.02.
2. Allow 7 days for notice to be reviewed by employees.
3. The voluntary on-call shift will be awarded in order of seniority per classification at the base. **Note: the on call replacement classification must be equal to or greater than the pilot scheduled for on call.**
4. If no employee is available after 7 days, the voluntary on-call will be awarded on 'first come, first serve' basis

**(ii) If a request of greater than 30 days has not been filled yet with 30 days prior to the request or there is a request at 30 days or less to the day requested:**

1. Another email to the base regarding the voluntary on call for a personal day.
2. Allow 24 hours for takers.
3. The voluntary on-call will be awarded in order of seniority per classification at the base. **Note: the on call replacement classification must be equal to or greater than the pilot scheduled for on call.**
4. If no employee is available after 24 hours, the voluntary on-call will be awarded on 'first come, first serve' basis.
5. If no employee available at the 96 hours window or less from the day requested, the on-call pilots request for a personal day will be granted only if more than one (1) pilot is scheduled for on-call per classification.
6. If no employee available at the 24 hours window or less, the on-call pilots request for a personal day may be granted at the Company's discretion, if only one (1) pilot is scheduled for on-call.

**NOTE:** If the initial request is 96 hours or less, a base callout will be done in order of seniority per classification requesting Voluntary On-call and awarded on a 'first come, first serve' basis. If no employees are available, the process will begin at steps 5 & 6 above.

**LOU #8**  
**CANCELLATION OF OVERTIME SHIFT**

Addendum to Article 20.01 "Shift Filling"

The Company and Union agree that if an employee accepts a voluntary overtime shift and it is cancelled by the Company, then the Company will compensate the employee as follows:

- (a) If the overtime shift is cancelled anytime within ninety-six (96) hours of the shift start time, the employee will be paid four (4) hours at time and one half (1.5) their normal rate of pay. The subsequent overtime will be paid out unless the employee requests for the time to be banked. Outside of this period, activities shall remain "status quo" with no payment.

Scheduling will make every effort to notify the employee in advance of the cancelled overtime shift.

It is understood that once an overtime shift has been accepted by the employee and confirmed by the Company, the shift cannot be relinquished and shall be considered as part of the pilots work schedule.

**LOU #9**  
**BANKED OT TIME OFF REQUEST FOR AN ON-CALL SHIFT**

**L9.01**

**(a) The employee is requesting a Bank time release for an assigned on-call shift**

**(i) If the request is greater than 30 days from the day off requested:**

1. Scheduling will email the base with notice of the Bank time request to be covered using the Voluntary On-call process as per Article 22.02.
2. Allow 7 days for notice to be reviewed by employees.
3. The voluntary on-call shift will be awarded in order of seniority per classification at the base. **Note: the on call replacement classification must be equal to or greater than the pilot scheduled for on call.**
4. If no employee is available after 7 days, the voluntary on-call will be awarded on 'first come, first serve' basis

**(ii) If a request of greater than 30 days has not been filled by 30 days prior to the requested day off or in the event the request is 30 days or less prior to the day requested:**

1. Another email to the base regarding the voluntary on call for the Bank time request.
2. Allow 24 hours for takers.
3. The voluntary on-call will be awarded in order of seniority per classification at the base. **Note: the on call replacement classification must be equal to or greater than the pilot scheduled for on call.**
4. If no employee is available after 24 hours, the voluntary on-call will be awarded on 'first come, first serve' basis.
5. If no employee available at the 96 hours window or less from the day requested, the on-call pilots request for a Bank time shift off will be granted only if more than one (1) pilot is scheduled for on-call per classification.
6. If no employee available at the 24 hours window or less, the on-call pilots request for Bank time shift off may be granted at the Company's discretion, if only one (1) pilot is scheduled for on-call.

**LOU #10**  
**BENEFITS**

Award the proposal to transition to Division 1 (OPSEU Benefits)

Subject to the terms and conditions of the master plan policies, the Company agrees to make the necessary contributions to provide a benefits program to all full-time employees in the active employment of the company, which Benefit Program shall provide coverage for group life, major medical, dental plan, sick pay and long term disability (the premiums of which are paid by the company except long term disability which is paid by the employee). The Benefit Program referred to herein shall be in accordance with the Ornge Employee Benefit Booklet.

All employees covered by this agreement shall be enrolled in and receive the benefits program as provided by Ornge in accordance with the terms set out in the benefits plan documents.

I direct the Employer to take all reasonable steps to implement this as quickly as possible with the objective to implement this change within 90 days.

**LOU #11**  
**VACATION BID PROCESS**

Addendum to Article 34.05 and the current agreed to bid process.

The Company and Union agree that the annual vacation bid process will be modified as below where a single base has more than 11 pilots participating in the bid. This agreement will be in effect for the 2019 vacation bid taking place in October 2018 and until such time as the parties agree to any additional changes.

This process will apply to the last Floater/Relief Captain to be awarded a base. For clarity it may not be the most junior Floater/Relief Captain and would not apply to a First officer promoted on the base.

For the purposes of the bid the above mentioned Floater/Relief Captain will bid with any other Floater/Relief Captains at any other base that has more than 11 pilots at the time of the bid.

- (a) There will only be one Floater/Relief Captain off at any time. This includes the days off in conjunction with the bid.
- (b) Each Floater/Relief Captain will be allowed only one fourteen day period of vacation in the summer period. The summer period will be defined as June 24th to September 7th.
- (c) Outside of the summer period, the Floater/Relief Captain will be limited to a maximum of two consecutive blocks (28 days).

Except where mentioned above, all other rules of Article 34 and the vacation bid process would apply.

INTENTIONALLY LEFT BLANK



**APPENDIX "A"**  
**PILOTS WAGE SCALE**

- A1.01** Retroactive to January 1, 2018: 1.6%
- Retroactive to January 1, 2019: 1.7%
- January 1, 2020: 1.8%

**A1.02** Employees who are hired after ratification of this Agreement shall be placed in the respective pay schedule (Captain or First Officer) at a pay level based upon their experience, as determined by the Company. On the employees' anniversary date with the Company, each employee will move to the next pay step on the wage schedule for years 2018, 2019, 2020, and on each anniversary date thereafter. The anniversary date is defined as either the original hire date or the date the employee changed classification from either a First Officer to a Captain or vice versa.

Pay rate increases take effect on January 1 each year of this Agreement.

- (a) For employees who are hired after ratification of this Agreement who upgrade from a First Officer to a Captain position shall be placed at Step 1 of the Captains pay schedule.

In cases where a Captain is downgraded to a First Officer, he shall be placed at Step 5 of the First Officer's pay schedule.

<b>Rotor Wing First Officer Pay Schedule</b>				
	<b>Current</b>	<b>2018 January 1st</b>	<b>2019 January 1st</b>	<b>2020 January 1st</b>
<b>Step 1</b>	67,039.35	68,111.98	69,269.88	70,516.74
<b>Step 2</b>	68,990.84	70,094.69	71,286.30	72,569.46
<b>Step 3</b>	70,611.82	71,741.61	72,961.22	74,274.52
<b>Step 4</b>	72,199.66	73,354.85	74,601.89	75,944.72
<b>Step 5</b>	<b>73,622.25</b>	<b>74,800.21</b>	<b>76,071.81</b>	<b>77,441.10</b>

<b>Rotor Wing Captain Pay Schedule</b>				
	<b>Current</b>	<b>2018 January 1st</b>	<b>2019 January 1st</b>	<b>2020 January 1st</b>
<b>Step 1</b>	91,214.50	92,673.93	94,249.39	95,945.88
<b>Step 2</b>	92,818.80	94,303.90	95,907.07	97,633.39
<b>Step 3</b>	95,762.94	97,295.15	98,949.16	100,730.25
<b>Step 4</b>	98,740.23	100,320.07	102,025.51	103,861.97
<b>Step 5</b>	101,883.00	103,513.13	105,272.85	107,167.76
<b>Step 6</b>	105,075.14	106,756.34	108,571.20	110,525.48
<b>Step 7</b>	<b>108,267.51</b>	<b>109,999.79</b>	<b>111,869.79</b>	<b>113,883.44</b>

<b>Rotor Wing Captain Qualified First Officer Pay Schedule</b>			
<b>Current</b>	<b>2018 January 1st</b>	<b>2019 January 1st</b>	<b>2020 January 1st</b>
82,418.38	83,737.07	85,160.60	86,693.50

**APPENDIX "B"**  
**DUTY ALLOWANCES / LONG TERM SERVICE RECOGNITION**

**DUTY ALLOWANCES**

<b>Duties</b>	<b>Current</b>	<b>2018 January 1st</b>	<b>2019 January 1st</b>	<b>2020 January 1st</b>
Base Safety Pilot	334.28	339.63	345.40	351.62
Training Pilot	417.85	424.54	431.75	439.52
Check Pilot/ Ride	334.28	339.63	345.40	351.62

**LONG TERM SERVICE RECOGNITION**

In recognition of the Company's most senior employees, the following applies to any employee who has reached at least 5 years of continuous employment, excluding temporary lay-off. Contract periods, if applicable, are also excluded.

<b>Service Recognition</b>	
5 years	\$25.00/month
10 years	\$50.00/month
15 years	\$125.00/month
20 years	\$225.00/month
25 years	\$325.00/month
Over 30 years	\$425.00/month

Note 1: These monthly allowances are not cumulative and only one allowance applies at any one time.

Note 2: The employee can receive the Long Term Service Recognition as either an additional contribution to his pension plan (before taxes) or as a salary (after taxes). Employees who wish to have their service recognition allowance directed to their pension plan, must notify the Company of their intent.

**APPENDIX "C"**  
**MOOSONEE BASE**

**C1.01 Per Diems**

While on tour, pilots shall receive, travel, lodging and per diems when travelling to, from and while working at the Moosonee base.

**C1.02 Moosonee Threshold Pay (Overtime Pay)**

Because the Moosonee base has adopted a different schedule called the "Threshold System". Under the "Threshold System", employees work on a rotation schedule, which works as follows: 1 week on-site, 1 week on-call (night-shift) and 2 weeks off.

*Assumptions*

1. Employees are paid the 86.67 hours on a semi-monthly basis totalling 2080 hour per annum.
2. Employees are scheduled 26 weeks in Moosonee and 26 weeks out.
3. Employees are scheduled 13 of the 26 weeks at the base @ 11.40 hours per day for 1037.40 hours total.
4. The other 13 weeks are spent at the crew house and the employees are credited 2.00 hours unless called in as per Appendix C1.05 Moosonee Off Base Standby for 182.00 hour total.
5. Employees are therefore scheduled for 1219.40 hours work during their 13 weeks in Moosonee.

Overtime is calculated and paid out at the end of the year to those employees who have surpassed the "Threshold"

Example of Calculation of "Threshold" Level:

13 weeks x 7 days on-site x 11.4 hours/day	1,037.40 hours
13 weeks x 7 days on-call x 2.0 hours/day	182.00 hours
Plus the diff of 2080 hrs paid/ 1219.40 hrs scheduled	860.60 hours
-less any approved days off with pay**	<u>(96.00) hours</u>
New "Threshold" Level	<b>1,984.00 hours</b>

**\*\* Approved days off with pay could include Jury Duty; Sick Days; Bereavement etc. \*\***

Example "A" Overtime Calculation:

Actual hours worked	2,000.00 hours
Less New "Threshold" Level	<u>(1,984.00) hours</u>
Overtime hours to be paid out	<b>16.00 hours</b>

Example "B" Overtime Calculation:

Actual hours worked	1,800.00 hours
Less New "Threshold" Level	<u>(1,984.00) hours</u>
Overtime hours to be paid out	<b>(184.00) hours (variance)</b>

**C1.03 Vacation**

Vacation year will be January 1<sup>st</sup> to December 31<sup>st</sup>

Vacation will be paid on the second pay date of the preceding year in which it was earned. Vacation payout will be the greater of the **governing legislation** or **Length of Service Entitlement**.

Employees vacation entitlement is based on length of employment and is calculated as follows:

<u>Length of Employment</u>	<u>Vacation</u>
Less than one year	7 shifts, 79.80 hours (prorated)
<b>More than</b> One year	10 shifts, 114.00 hours
<b>More than</b> Five years	13 shifts, 148.20 hours
<b>More than</b> Ten years	15 shifts, 171.00 hours
<b>More than</b> Thirteen years	18 shifts, 205.20 hours

- (a) **Milestone Year-** a Pilot shall receive his vacation entitlement in the year in which he reaches his next Milestone.

Example: Employee completes his fifth (5) year of service August 1st, 2014 he will be entitled to eleven (11) vacation shifts for Vacation Year 2014.

**Note:** When an employee leaves the Company vacation pay recovery calculation will be as follows: prorated and audited against the governing legislation, the greater of the two will be paid out.

**C1.04 General Holidays**

Pursuant to Article 35, a paid holiday will be calculated from the calendar day in which the shift commenced and holiday pay will be for the complete shift.

General Holidays shall be paid as follows:

- (a) Should a General Holiday fall on an employee's regularly scheduled day of work, he will be paid the following:  
12 hours statutory pay paid at time and one half (1.5) per General Holiday in addition to his regular pay.
- (b) Should a General Holiday fall on an employee's regularly scheduled day off, he will be paid 12 hours statutory pay per General Holiday in addition to his regular pay.

## **C1.05 Moosonee Off Base Standby**

Employees who are on-call are compensated at a rate of one-sixth their regular rate (i.e. total hours on call times .166.)

In addition, any time an on-call employee is required to perform company business at his/her base, a minimum of 4 hours / call-in at regular time shall be recorded from the time the employee answers the call. In the event that the work required exceeds the 4 hour call-in minimum, the actual hours worked shall be recorded. During this time, the on-call period will stop and will not start again until either the company business has been completed, or after the 4 hour minimum, whichever is greater.

There may be times when the work required can be done from home (e.g. make arrangements by telephone, relay information to others, and determine suitability of weather for a trip.) If the employee can accomplish the task without having to drive to the base, the hours of work recorded shall be the actual hours spent with no allowance for a 4-hour minimum.

An employee is either on-call or working, not both simultaneously. When an employee has finished the required call-in work at base within the 4-hour minimum and is called again for a new task that requires a return to base, a new 4-hour minimum will be started at the expense of the previous 4-hour minimum.

In the event that multiple call-ins, each requiring the 4-hour minimum charge, are required during an on-call period, the total time charged may not exceed the total on-call period of that day/night (e.g. in a 12-hour on call period, an employee receives 4 calls requiring his/her presence at the base, he/she cannot charge more than 12 hours worked, unless the last call-in is within 4 hours of the end of the call-in period)

The 4-hour minimum will not overlap the employee's regular shift hours.

**Coming in early:** If called within 4 hours of the employee's next regular shift, the hours remaining up to the start of the next shift will be recorded. There will be no overlap of hours.

**Working late:** If called just prior to the end of a regular shift, only the actual hours required to complete the work will be recorded with no allowance for a 4-hour minimum.

**Note:** An employee based in Moosonee and working on the night shift who is called to work for the first time of the shift, will record 4 hours of work and will be paid a 0.6 hour (36 minute) paid lunch period at straight time.

**APPENDIX "D"**  
**ADVANCE REQUEST WAIVER**

Date: \_\_\_\_\_

I, \_\_\_\_\_  
(Employee Name)

WSIB Claim Number (if applicable) \_\_\_\_\_

Request a onetime advance while I await receipt of, or adjudication of, a claim for wage loss replacement from either the Workplace Safety and Insurance Board or the Company's Insurer.

I understand and agree that I will receive an advance equivalent to the current Short Term Sick Benefit rate (currently 75% of net weekly pay to a maximum of \$1500) and shall not exceed a total of six (6) weeks. In extraordinary circumstances the Company may consider additional pay advance.

In consideration of this, I understand and agree that all monies advanced by Ornge, shall be repaid in **full** to the Company, upon my receipt of wage loss payment from the WSIB or the Company's insurer or upon my return to work, through wage garnishment, whichever occurs first. Repayment through wage garnishment shall be at a maximum rate of twenty percent (20%) of my pay in any one-pay period and will continue until such time as the **full** amount is repaid. If mutually agreed to by the parties, I may agree to increase the percentage, however, only to a maximum of fifty percent (50%).

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Health and Safety

\_\_\_\_\_  
Date

March 2012  
.....

**MOS #1  
NEW BENEFITS**

INTENTIONALLY LEFT BLANK



**MOS #1  
NEW BENEFITS**

MINUTES OF SETTLEMENT

BETWEEN:

OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION (OPEIU)

(the "Union")

-and-

**ORNGE AIR**

(the "Company")

**WHEREAS** the parties have three collective agreements for bargaining units consisting of AME's, Rotor Wing pilots and Fixed Wing pilots;

**AND WHEREAS** the parties have recently concluded collective bargaining/interest arbitration for all three bargaining units;

**AND WHEREAS** the parties consensually agreed to the establishment of a new benefits program for eligible members in each of the three bargaining units;

**AND WHEREAS** the language agreed to by the parties expressly contemplates the application of the benefit plan's terms with respect to eligibility requirements well as the parties shared understanding for why the parties are bound by the eligibility thresholds set out in the benefits plan;

**AND WHEREAS** each collective agreement notes that, "the parties acknowledge and agree that, due to the significant cost of moving to an improved benefit package, benefits will end in accordance with the terms set out in the benefits plan documents."

**AND WHEREAS** the parties have mutually identified the need for a one-time transition plan for two individual employees who would otherwise be immediately impacted by the new benefit plan's requirements

**NOW THEREFORE** the Parties agree as follows:

1. The recitals above are true and accurate and form part of these Minutes of Settlement.
2. Vinay Bhatnagar and Malcolm MacLeod, both bargaining unit employees represented by OPEIU, shall be allowed to maintain their current access to life, health and dental benefits until they retire or otherwise end their employment with Ornge. Such benefits will be provided in accordance with the terms of the new benefits plan.
3. The parties agree that paragraph 2 above is agreed to on a without prejudice and without precedent basis.
4. The terms of the new benefit plan rules including the terms upon which such benefit entitlements shall end will apply to all other eligible employees as of August 16, 2019; the effective date of the implementation of the new benefit plans.

*C. Foster Brown*  
 \_\_\_\_\_

Ornge Air  
 Per: Foster Brown

*October 17, 2019*  
 \_\_\_\_\_

Date

*Paul Bohelski*  
 \_\_\_\_\_

For OPEIU  
 Per: Paul Bohelski  
 Senior International Representative

*October 17, 2019*  
 \_\_\_\_\_

Date

**MOS #2  
VACATION BID PROCESS**

INTENTIONALLY LEFT BLANK

**MOS #2**  
**LOU #11 - Vacation Bid Process (Revised Oct 30, 2019)**

Addendum to Article 34.05 and the current agreed to bid process.

The Company and Union agree that the annual vacation bid process will be modified as below, where a single base has more than 11 pilots participating in the bid. This agreement will be in effect for the 2020 vacation bid taking place in the fall of 2019 and until such time as the parties agree to any additional changes.

This process will apply to the last Floater/Relief Captain to be awarded a base. For clarity it may not be the most junior Floater/Relief Captain and would not apply to a First officer promoted on the base.

For the purposes of the bid the above mentioned Floater/Relief Captain will bid with any other Floater/Relief Captains at any other base that has more than 11 pilots at the time of the bid.

- (a) There will only be one Floater/Relief Captain off at any time. This includes the days off in conjunction with the bid.
- (b) Each Floater/Relief Captain will be allowed only one fourteen day period of vacation in the summer period. The summer period will be defined as June 24th to September 7th.
- (c) Outside of the summer period, the Floater/Relief Captain will be limited to a maximum of two consecutive blocks (28 days).
- (d) Employees must select all their vacation entitlements during the selection process.
- (e) If any vacation is unused, the Company will provide available vacation days for selection by the employee. Should the employee not select available days, they may be assigned by the Company or by mutual agreement to have those shifts paid out at the end of the vacation year in which it was earned.
- (f) Should an employee be absent from work due to injury, illness or any other approved absence, they will be eligible to participate in the vacation selection process provided that their vacation selection is subsequent to their expected return to work date.
- (g) An employee who does not participate in the vacation selection process and returns from an approved absence with unused vacation may request vacation in consultation with the Company scheduling department. The Company shall make every reasonable effort to schedule the employee's vacation in full vacation blocks.
- (h) In the event that an employee maintains his base and position throughout the vacation year, vacation picks will not be changed except by mutual agreement once selected and approved.
- (i) In the event of a base or position change (First Officer to Captain), the employee will forfeit his vacation selection. The company will, giving consideration to the wishes of the employee while respecting the needs of the service, reschedule a vacation selection that has been forfeited.
- (j) Only one Captain and one First Officer may select a specific day for vacation per base.

Process: Employee vacation requests must be picked at a pilot base meeting.

Holiday picks shall be conducted in a length of service rotation with the most senior pilot picking first, followed by the next senior down the roster. In each round of picking, a pilot shall pick a maximum of five (5) shifts or a shift block, whichever is greater of vacation time including the added general holiday.

The parties agree to continue past practice related to the selection process until such time as the parties agree to an alternate automated method.

**MOS #3  
TRAVEL TIME COMPENSATION**

INTENTIONALLY LEFT BLANK



**MOS #3**  
**MOU XX - TRAVEL TIME COMPENSATION**

This MOU provides guidance for compensation when employees are required to travel for company business. Travel by an employee for company business, other than working an operational aircraft shift at his or her assigned base shall be considered hours worked.

Hours worked will include the time from leaving the employee's residence, up to the time he or she arrives at their final destination, i.e. hotel, other base, etc. minutes. In the case of returning travel, hours worked will start when departing the hotel or accommodation and will end upon arriving at residence.

During qualified days of travel, travel time will be paid as follows:

- i) Travel time based on the calculated distance between the residence and the departure point to a maximum of forty-five (45) minutes: then
- ii) Return travel time based on the calculated distance between the arrival point and residence to a maximum of forty-five (45) minutes.

If working from another base for a period of time, the "positioning" travel to and from the base may be claimed, but not the subsequent daily travel from the off base accommodation to the base.

If an employee travels to an off-base event within the same urban area as their own base, home will not be included in the travel time calculation. In this instance, travel time will be calculated from own base to the event and then from the event to own base.

The terms of this MOU resolve all outstanding issues pertaining to the Travel from Home arbitration.

INTENTIONALLY LEFT BLANK