

COLLECTIVE AGREEMENT

BETWEEN:



AND

ORNGE AIR
Aircraft Maintenance Engineers

Represented By:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
AFL-CIO & CLC



April 1, 2020 to March 31, 2023

14492-03

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**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. 10200-U dated 16th day of February, 2012, the Company recognizes the Office and Professional Employees International Union as the sole bargaining agent for all aircraft maintenance engineers, apprentice engineers and avionics technicians employed by 7506406 Canada Inc., operating as Ornge Air in the Emergency Medical Services (EMS) Division, excluding supervisory base AMEs/AME Managers, Assistant Chief Engineer, HUMS Manager and those above.
- 3.02** The duties performed by Supervisor Base AME Managers will now be performed by Base Engineer Crew Chiefs. It is understood and agreed that the role of Base Engineers formerly known as Supervisor Base AME Manager, under Certification Number 10199-U, will now be under and considered part of Certification Number 10200-U and will fall within the scope of this Collective Agreement.

**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.
- The Company will give the OPEIU Representative and Unit Chair and Vice Chairpersons five (5) working days' notice of any new or changed Human Resources or Operational policy, rules or regulations that apply to the AMEs.
- 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** A Union Representative shall be granted up to one (1) exclusive hour for the purpose of introduction of the new hire to the Union for the purpose of explaining their rights, privileges and obligations as members of the Union.
- 8.05** 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.
- 8.06** The Company shall notify the Union Chair and Vice Chairperson(s) of the time, date and location in advance of the new hires' initial training schedule. The contact information of the new hire(s) will be provided to the Union.

**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:
- (a) Employee name;
 - (b) Date of hire;
 - (c) Seniority number;
 - (d) Assigned Base;
 - (e) Classification (group and level);
 - (f) Full or part-time status;

- (g) Current salary;
- (h) Acting level, including any additional assignment;
- (i) Date of assignment;
- (j) List of employees who have left the Bargaining Unit;
- (k) 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
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**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 calendar months for an employee group up to 50, one shift per month off for an employee group over 50 employees for union business. The unit chairperson or designate will request such union days on a regular scheduled day shift and will provide 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. There will be separate lists for each classification
- (c) The Company shall maintain and publish a Seniority List. The Company will provide a copy of the seniority list once a year no later than Jan 31st and 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 Union will have final approval of the Seniority. The Company will notify the Union Chair and/or Vice-Chairperson of all members who join or exit the bargaining unit.
- (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 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;
3. If he fails to return from approved leave;
4. If he is laid off for more than thirty-six (36) months;
5. If off work due to non-occupational illness or injury for more than twenty-four (24) months.

15.04 Management Positions

Bargaining unit employees promoted or seconded to management positions will continue to accumulate bargaining unit seniority during the first year following their promotion. During that time period they may return to their former position in the bargaining unit without penalty.

Following the completion of the first year in a management position, the employee will no longer accrue bargaining unit seniority for the remaining time he is in management, his bargaining unit seniority will be suspended at that level. If there is a position available, the employee may be allowed to return to the bargaining unit at the salary and benefits appropriate to their company years of service, but will utilize their suspended bargaining unit seniority for classification bidding purposes. 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 cases of layoff and recall where the employee has the qualifications, then seniority shall apply.
- 17.02** In the event of a reduction in the workforce, layoff shall commence with the employee with the least amount of seniority within his classification.
- 17.03** In the event of a base closure or reduction-in-force, the affected employee(s) shall exercise their seniority rights as follows:
- (a) Bid on any open position within the Company, or
 - (b) If no open positions exist within the Company, an employee on lay-off notice shall be allowed to bump the most junior employee in the Company within the same or lower job classification;
or
 - (c) Accept being placed on lay-off at their assigned base.

- 17.04** All related moving expenses shall be in accordance with Article 39 Moving/Relocation.
- 17.05** An employee, who elects to use his seniority as in paragraph 17.03 above, shall receive the rate of pay for the classification which he secures.
- 17.06** Notice of lay-off shall be given to an employee and the Union fourteen (14) calendar days in advance of the effective date of the lay-off.
- 17.07** In the event of recall, positions will be filled in the reverse order of layoff by classification. 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, subject to 17.09.
- 17.08** The employee will stay on the layoff recall list for a period of twenty-four (24) months
- 17.09** 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.
- 17.10** Employee 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.
- 17.11** 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 6 months.

**ARTICLE 18
HOURS OF WORK & OVERTIME**

- 18.01** Hours of work, shift rotation, shift length and stop time are subject to change as determined in accordance with applicable employment statutes, and the provisions of this collective agreement.

Sample Shift Rotations

Five (5) Day Work Week:

- (a) Employees shall be scheduled to work eight hours and thirty minute (8.5) shift, inclusive of a thirty minute unpaid meal period.
- (b) Forty (40) hours, consisting of five (5) consecutive eight hour and thirty minute (8.5) shift, inclusive of a thirty minute unpaid meal period, worked within seven (7) consecutive days, will constitute a standard work week.

Four (4) Day Work Week:

- (a) Employees shall be scheduled to work a ten hours and thirty minute (10.5) shift, inclusive of a thirty minute unpaid meal period.
- (b) Forty (40) hours, consisting of four (4) consecutive ten hour and thirty minute (10.5) shifts, inclusive of a thirty minute unpaid meal period, worked within seven (7) consecutive days, will constitute a standard work week.

18.02 The employer will provide a thirty (30) minute meal period free from work during the employee's shift.

18.03 Shift starts and rotations will be posted and shall not be changed without one week's notice. When the Company changes an employee from his assigned shift to a different shift on a temporary basis, forty-eight (48) hours notice will be given. If an employee is given less than forty-eight hours (48) notice he shall be paid at time and one-half (1½) his regular straight time hourly rate of pay for his first eight (8) hours worked on his first day.

18.04 Overtime will be paid at time and one half (1.5) the hourly rate in accordance with the appropriate legislation. The Company will provide as much advance notice of the need for overtime as possible.

Overtime at the bases will be offered in the most fair and equitable manner giving consideration for the required continuity and level of experience on specific maintenance procedures, consistent with existing practice at the base.

18.05 Call-In Pay

(a) Should an employee be called into to work prior to his normal shift start time, he will receive time and one half (1.5) his regular rate for the hours worked prior to his shift start.

(b) Should an employee be called into work on his day off he will be paid a minimum of four (4) hours pay at time and one half (1.5).

(c) Should an employee have completed his shift and left the work site and is called back into work he will be paid a minimum of four (4) hours pay at time and one half (1.5).

NOTE 1: Overtime Bank Procedure see Appendix "E".

18.06 Training

(a) When an employee is selected for training, the employee will be transferred to a Training schedule. Training is generally Monday to Friday, eight and a half hours (8.5) with a 30 minute unpaid lunch, the start times will be specified by the course provider.

The Employer will make best efforts to ensure that an employee's transition to the Training Schedule occurs after an employee's normally scheduled days of rest. The Employer will also make best efforts to ensure that an employee's transition back to his or her normal base schedule will occur after the Training Schedule days of rest.

(b) 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.

(c) If a training day falls outside a regularly scheduled work day, the employee shall be paid at one and one half (1.5) times regular rate of pay for actual training 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.

(d) For Employee's who attend training, where operationally feasible, will be provided adequate time off from work prior to and after the course commencement and with consideration to any travel time.

(e) Employees will return to their normal modified work schedule upon completion of training.

- (f) Employees may request to travel home for the weekend if attending training for a duration that exceeds a period away from their home base greater than twelve (12) days.
- (g) If an employee requests to travel home for the weekend, the Company will make the necessary travel arrangements to return the employee to their home base. Per diems will be applicable dependent on travel times. Employees who opted to return home will not be eligible for travel time pay and will be responsible for ensuring they return to the training venue prior to the commencement of the specified training start time.
- (h) All travel will be at the Company's discretion in accordance with Company Travel Policy.

NOTE: Moosonee Base Training will be applied as per Appendix "C".

Non Mandatory Training shall be made available to all members by bid with consideration given to qualification, staffing levels, workload, and operational needs, including base location.

- (a) Future bids that are more than 120 hours out, Scheduling will send an email to all employees at the specified base(s). The email will identify the time for which the training will be awarded. The employees will have 48 hours to respond to the email. After the 48 hour deadline the training will be assigned to the employee at the top the Rotating Seniority List. Only the employee who has been awarded the training will be notified, which will occur within the next business day following the closure of the bid. The employee who accepted and was assigned the training will then go to the bottom of the Rotating Seniority list.
- (b) For future bids less than 120 hours, Scheduling will contact the first employee on the Rotating Seniority List. After 30 minutes, Scheduling will continue down the Rotating Seniority List until an employee indicates that they will take the assignment. The assignment will be awarded either to the first employee contacted within the thirty (30) minutes or to the subsequent employee contacted who accepted the assignment.
- (c) A separate Rotating seniority list shall be maintained by the Company for both training and deployed operations.
- (d) The company will include the Union Chair, and Union Vice-Chair in correspondence with Central Scheduling when issuing a request for an AME applicant.

18.07 Availability and Communications

(a) Availability

Employees who do not wish to receive Call-In requests during their vacation time off are to enter their non-availability into the Work Force Scheduling System specifying the required timeframes.

(b) Communications

Employees are to enter into the Work Force Scheduling System their primary contact details, phone and personal e-mail (if desired), for communications anticipated by the Articles in this Agreement.

Note: Employee's company e-mail addresses will also be included in the email communications.

It is the Employees responsibility to keep the Company informed of any change to their address, phone number and personal e-mail.

ARTICLE 19
ON-CALL

19.01 Employees who are on-call are compensated at the rate of one-sixth their regular rate (i.e. total hours on-call multiplied by .166)

In addition, any time an on-call employee is required to perform company business at his/her base, a minimum of four (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 four (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 four (4) hour minimum whichever is greater.

There may be time 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 actual hours spent with no allowance for a four (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 the base within the four (4) hour minimum and is called again for a new task that requires a return to base, a new four (4) hour minimum will be started at the expense of the previous four (4) hour minimum.

In the event that multiple call-ins, each requiring the four (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 twelve (12) hour on-call period, an employee receives four (4) calls requiring his/her presence at the base, he/she cannot charge more than twelve (12) hours worked, unless the last call-in is within four (4) hours of the end of the call-in period)

The four (4) hour minimum will not overlap the employee's regular shift hours.

Coming in early: If called within four (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 four (4) hour minimum.

Examples of how on-call hours will be calculated and paid:

1. An employee who works a twelve (12) hour shift. The employee will claim the hours of their on-call period. In this example this would be twelve (12) hours (24 hours minus 12 hours).

The employee will be paid as follows:

- His regular pay (12 hours) plus twelve (12) hours on-call at one-sixth their regular rate (0.166).

2. An employee who works an eight (8) hour shift. The employee will claim the hours of their on-call period. In this example this would be sixteen (16) hours (24 hours minus 8 hours).

The employee will be paid as follows:

- His regular pay (8 hours) plus sixteen (16) hours on-call at one-sixth their regular rate (0.166).

NOTE: In example 2, even if there is another eight (8) hour shift that follows the on-call employees regular eight (8) hour shift, the on-call employee shall still be paid sixteen (16) hours on-call at one-sixth their regular rate (0.166).

ARTICLE 20 CLASSIFICATIONS / DESCRIPTIONS

20.01 Classifications are as follows:

(a) Regulatory Classifications

1. Apprentice (APP)
2. Aircraft Maintenance Engineers (AME)

(b) Company Assignments

1. Work Release Authority Types; Aircraft Certifying Authority (ACA)

Authority Type

- (i) PC12 (Familiarization Training)
- (ii) S76 (Type Course)
- (iii) AW139 (Type Course)
- (iv) E-Category (Specialty)
- (v) S-Category (Specialty)

2. Assigned Duties

- (i) Base Engineer
- (ii) Lead Hand

20.02 Regulatory Classifications

(a) Apprentice Aircraft Maintenance Engineer (APP)

Duties - will include following direction of the Base Engineer, Lead Hand or ACA in learning the skills necessary towards achieving an Aircraft Maintenance Engineer licence and as described within Ornge Global Technical Services approved Maintenance Policy Manual and its Incorporated Documents. For clarity, duties include, but are not limited to the completion of work, pursuant to the OGTS Maintenance Policy Manual and its Incorporated Documents, as specified but not limited to Canadian Aviation Regulations 571.02, 571.03 and 573.02 for the Company in and about Company maintenance bases and mobile repair locations..

(b) Aircraft Maintenance Engineer (AME)

Duties – as an AME in good standing, under the direction of the Base Engineer, Lead Hand or ACA; duties pursuant to those described within Ornge Global Technical Services approved Maintenance Policy Manual and its Incorporated Documents. For clarity, duties include, but are not limited to, the completion and verification of work, pursuant to the OGTS Maintenance Policy Manual and its Incorporated Documents, as specified but not limited to Canadian

Aviation Regulations 571.02, 571.03, and 573.02 for the Company in and about Company maintenance bases and mobile repair locations..

20.03 Company Assignments

(a) Aircraft Certifying Authority (ACA)

Duties – As an AME in good standing with an authority as granted by the Person Responsible for Maintenance (CAR 573.04) and retained under AMO 45-11 by Ornge Global Technical Services, pursuant to that described within the approved Maintenance Policy Manual and its Incorporated Documents. For clarity, duties include, but are not limited to, the completion, verification and Maintenance Release of work, pursuant to the OGTS Maintenance Policy Manual and its Incorporated Documents, as specified but not limited to Canadian Aviation Regulations 571.02, 571.03, 571.10, 571.11, and 573.05 for the Company in and about Company maintenance bases and mobile repair locations.

(b) Base Engineer

Duties - In addition to ACA duties, reporting to the Chief Engineer, duties include coordination and assignment of daily base maintenance activities, material logistics and inventory, and other duties as assigned by the Chief Engineer.

(c) Lead Hand

Duties - In addition to ACA duties, reporting to the Chief Engineer or Base Engineer, duties include assisting in the coordination and assignment of maintenance activities, material logistics and inventory, and other assigned duties.

ARTICLE 21 JOB POSTINGS / FILLING OF VACANCIES

21.01 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 Maintenance locations for seven (7) days clearly stating classification, location, closing date, effective date, and necessary qualifications. Salary is as per Collective Agreement. Bargaining unit members shall submit their bid for a posted vacancy by the closing date in the method indicated on the job posting.

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

- (a) The most senior bargaining unit applicant in the same classification that meet the qualification in the posting.
- (b) The most senior bargaining unit applicant in the same classification that is eligible for the qualification in the posting. The Company will provide type training within twelve (12) months from the date of assignment.
- (c) An external applicant selected by the Company.

21.03 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.

- 21.04** In accordance with 21.02, notification to the successful bidder and the Union 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 of work at the awarded level.
- 21.05** Temporary vacancies at bases away from home may be filled or not, at the Company's discretion. In filling of temporary vacancies, the Company will offer such work to bargaining unit employees, in accordance with current Company practices. Where practicable, assignments will be rotated among qualified employees who volunteer and are available for these vacancies.
- 21.06** For temporary vacancies of Base Engineers and Lead Hands greater than thirty (30) days, the Company may assign those positions to the AMEs at the Base where the temporary assignment occurs. In the event all AMEs who were offered the position decline the assignment, the position may be assigned to an employee at another Base.

ARTICLE 22 FAILURE TO QUALIFY

22.01 The term "Failure to Qualify" shall mean:

- (a) Failure to retain a personal Aircraft Maintenance Engineering license; or
- (b) Failure to retain assigned ACA authority, unless by Company inattention, or
- (c) Failure to fulfill Base Engineer or Lead Hand duties as required by the Company.

Note: Should an employee lose his ACA, his ACA Stipend will be reduced by half until his ACA is reinstated.

22.02 Failure to retain personal Aircraft Maintenance Engineering:

Pursuant to 22.01(a), in the absence of extenuating circumstances, when an AME fails to meet the recency or validity period requirements as set out in Canadian Aviation Regulation, Part 403; or when an AME license has been surrendered, suspended or cancelled:

The employee will not exercise the privileges of an AME or any granted ACA authorities. The employee shall immediately notify the Company, in writing, of the failure to qualify, and

For such failure, the AME will be held out of service without pay until resolved and/or until the AME and a Union representative(s), can meet to discuss his/her future employment status with the Company.

22.03 Failure to retain ACA authority

Pursuant to 22.01(b), when an AME fails to meet the conditions of ACA retention as granted under Ornge Global Technical Services, Maintenance Policy Manual. As required by same, the related ACA privileges shall be immediately suspended, upon written notification.

For such failure, the related ACA compensation will be withheld, until the successful completion of remedial training and re-evaluation. Such remedial training will be scheduled as soon as practicable, but not more than thirty (30) calendar days from the date of such failure. The Company will meet

with the AME and a Union representative(s), to communicate development and reinstatement plan and future employment status with the Company.

22.04 Failure to fulfill Base Engineer or Lead Hand duties as required by the Company

Pursuant to 22.01(c), when a Base Engineer or Lead Hand fails to perform their duties, in the absence of extenuating circumstances, the Company will meet with the Base Engineer or Lead Hand and a Union representative(s), to communicate a development plan.

Failure to successfully complete the plan toward fulfilling their duties will result in the suspension of duties. The Company will meet with the Base Engineer or Lead Hand and a Union representative(s), to discuss employee's future employment status with the Company.

**ARTICLE 23
BEREAVEMENT LEAVE**

23.01 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.

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

Spouse, Father, Mother, Child, 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.

Brother, Sister, Mother-in law, Father-in-law: Three (3) consecutive shifts off with pay;

Son/Daughter-in-law, Sister/Brother-in-law, Grandparents, Grandchild or (relative permanently residing in employee's household): One (1) shift off with pay

23.03 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.

23.04 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.

23.05 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.

23.06 The Company may grant an employee additional days of unpaid leave for the purposes of related travel to attend a funeral.

**ARTICLE 24
JURY & WITNESS DUTY**

24.01 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.

24.02 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:

- (a) Informs the Company immediately upon being notified that the employee will be required to attend court or the coroners' inquest; and
- (b) 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.

24.03 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 25
MATERNITY & PARENTAL LEAVES**

25.01 Maternity Leave

Employees, upon application, will be granted a leave of absence without pay in accordance with the provisions of the *Canada Labour Code* of at least seventeen (17) continuous weeks, or such shorter period as requested by the employee.

Maternity Leave Compensation:

- (a) Employees serving the one (1) week Employment Insurance (EI) waiting period during Maternity Leave:
 - 1. Employees will be paid one hundred percent (100%) of their salary during the first week (EI waiting period) of their maternity leave.
 - 2. For those employees who are in receipt of EI benefits during maternity leave, the Company will top-up the first week of EI payments, equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings

received by the employee and one hundred percent (100%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.

3. Up to a maximum of fifteen (15) continuous weeks, the Company will top-up the EI payment equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings received by the employee and ninety-three percent (93%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.
- (b) Employees not serving the (1) week EI waiting period and are in receipt of EI benefits during maternity leave, up to a maximum of fifteen (15) continuous weeks, the Company will top-up the EI payment equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings received by the employee and ninety-three percent (93%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.

For clarity, all top-up payments will be determined using the standard weekly EI benefit rate of 55% of the employee's average weekly insurable earnings up to the yearly maximum, without regard to any election to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*. Quebec Residents, see NOTE (2 & 3) below.

The employee shall receive any scheduled progression on the wage grid or amended wage rates upon their return to work.

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) Under the *Employment Insurance Act (Canada)* EI maternity benefits are payable from twelve (12) weeks prior to the expected due date and up to seventeen (17) weeks after the expected due date or date the employee gives birth, whichever is later.
- (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 their share of any premiums or the full premium for non-eligible benefits to be paid while 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.

25.02 Parental Leave

In accordance with the *Canada Labour Code (CLC)*, 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 seventy-eight (78) 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 sixty-one (61) weeks after it begins for an employee who takes maternity leave and sixty-three (63) 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.

Notwithstanding circumstances beyond an employee's control, an employee wishing to take parental leave shall give their immediate supervisor/manager at least sixty (60) days written notice before the leave is to begin in order to be eligible for the parental leave top-up.

Parental Leave Compensation

- (a) Employees serving the one (1) week Employment Insurance (EI) waiting period during Parental Leave:
1. Employees will be paid one hundred percent (100%) of their salary during the first week (EI waiting period) of their parental leave.
 2. For those employees who are in receipt of EI benefits during parental leave, the Company will top-up the first week of EI payments, equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings received by the employee and one hundred percent (100%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.
 3. Up to a maximum of fifteen (15) continuous weeks, the Company will top-up the EI payment equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings received by the employee and ninety-three percent (93%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.
- (b) Employees not serving the (1) week EI waiting period and are in receipt of EI benefits during parental leave, up to a maximum of fifteen (15) continuous weeks, the Company will top-up the EI payment equivalent to the difference between the sum of the weekly EI benefit an employee is eligible to receive and any other earnings received by the employee and ninety-three percent (93%) of the weekly rate of pay the employee received on the last day worked prior to the commencement of the leave.

For clarity, all top-up payments will be determined using the standard weekly EI benefit rate of 55% of the employee's average weekly insurable earnings up to the yearly maximum, without regard to any election to receive a lower EI benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act (Canada)*. Quebec residents, see NOTE (2 & 3) below.

The employee shall receive any scheduled progression on the wage grid or amended wages upon their return.

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.

NOTE:

1. Rules governing the right to take unpaid Maternity and Parental leave under the *Canadian Labour Code (CLC)* are not necessarily the same as the rules regarding the payment of Maternity and Parental Leave Benefits under the *Employment Insurance (EI) Act and the Act Respecting Parental Insurance (Quebec Residents)*.
2. Maternity and/or parental benefits offered through the Canadian Employment Insurance (EI) Program is accessible to all Canadian residents who qualify, except for residents of Quebec, as the province of Quebec administers its own program, the Quebec Parental Insurance Plan (QPIP)

In the event an employee is not eligible for maternity and/or parental benefits under the Canadian EI Program or QPIP due to their place of residence, the parties agree to meet to discuss the application of this article in providing comparable benefits.

3. Employees residing in Quebec, the Quebec Parental Insurance Plan (QPIP) is administered by the Ministry of Employment and Social Solidarity of Quebec (MESSQ). The top-up payments will be determined using the QPIP weekly benefit rates depending on the type of plan, as follows:
 - Maternity: 70% (Basic Plan) or 75% (Special Plan)
 - Paternity: 70% (Basic Plan) or 75% (Special Plan)
 - Parental: 70% - first 7 weeks & 55% - after 7 weeks (Basic Plan) or 75% (Special Plan)
4. In the event that there are any legislative changes that would affect any part of this Article, the parties agree to meet to discuss and amend language to the article, in order to reflect and align with legislative changes while maintaining the current cost/benefits provided without further gains or losses to either party of this agreement.

ARTICLE 26 SHORT TERM SICK LEAVE PLAN

26.01 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 Disability Bank. Neither of these banks is redeemable for cash.

26.02 Short Term Disability Bank

On January 1st 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.

26.03 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.

26.04 Modified Duties

Where able the Company will provide modified duties.

26.05 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 27
INJURED WORKERS' COMPENSATION**

27.01 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.

27.02 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 28 LEAVES OF ABSENCE

28.01 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.

28.02 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.

28.03 Religious Leave

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

28.04 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 work.

**ARTICLE 29
PERSONAL DAYS**

29.01 After one (1) year of service, employees who work twelve (12) hour shifts or ten (10) hour shifts will be provided with two (2) shifts as personal days and employees who work eight (8) hour shifts will be provided with three (3) 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 30
VACATION**

30.01 Vacation Schedule

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

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
Less than one year	Prorated as per shift*
More than One year	15 (8 hr); 12 (10 hr) or 10 (11.4 hr)*
More than Five years	18 (8 hr); 14 (10 hr) or 13 (11.4 hr)*
More than Ten years	21 (8 hr); 17 (10 hr) or 15 (11.4 hr)*
More than Thirteen years	25 (8 hr); 20 (10 hr) or 18 (11.4 hr)*

*Number of Vacations shifts will be determined in accordance with base schedule.

Vacation that is not taken in the 12 months 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 will be paid as per Appendix "C"

30.02 The vacation year shall be January 1st to December 31st.

30.03 Length of Company employment shall be used to calculate vacation entitlement. Please see example below.

- (a) **Less than one year** - prorated based on ten (10) shifts/eighty (80) hours. Prorated hours divisible by eight (8) will be vacation shifts, the remaining hours will be paid as cash at the end of the vacation 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 1st, 2018 he completes his fifth (5) year of service August 1st, 2023 he will be entitled to eighteen (18) eight (8) hour vacation shifts for Vacation Year 2023.

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

30.04 The intent of these procedures is to provide flexibility within the scheduling system and to reduce the necessity of schedule changes. All other shift filling and scheduling rules will apply except as expressly amended by this document.

- (a) The schedule will be published in the Work Force System Schedule.
- (b) The Company will construct an AME schedule based on the respective established base's pattern/rotation.
- (c) For the purposes of tracking the progress on vacation scheduling the year will be divided into quarters. Each quarter shall be as defined as follows:
 - Quarter 1: January 1 – March 31
 - Quarter 2: April 1 – June 30
 - Quarter 3: July 1 – September 30
 - Quarter 4: October 1 – December 31

30.05 Vacation Process

- (a) The vacation selection and bidding at each base shall be organized by the Base Engineer, and on an amicable basis, where there is a conflict it will be resolved as per 30.05 (b) below.
- (b) Where a Base Engineer cannot resolve a conflict between the individuals' date selection(s), the bidding for vacation will be in accordance with the date of hire seniority.
- (c) On or before **October 15th** of each year the Company shall provide each employee with their vacation entitlement for the next vacation year.
- (d) The vacation bid process may occur any time after the vacation entitlements have been provided and may be done in stages, providing the progress is accomplished in accordance with section (g) below.
- (e) The vacation bids are to be approved within seven (7) business days by the Chief Engineer or their delegate prior to entering them into the Work Force System software.
- (f) Following the bidding and approval process, the Company will enter the schedule into Work Force System Software.
- (g) Employee's annual vacation entitlements at each base are to be scheduled and recorded into the Work Force Schedule with the following accomplishment targets at the commencement of each quarter by the following submission dates:
 - Quarter 1 (January 1st) - 20% of each employees' annual entitlement;
 - Quarter 2 (April 1st) - 40% of each employees' annual entitlement;
 - Quarter 3 (July 1st) - 80% of each employees' annual entitlement;
 - Quarter 4 (October 1st) - 95% of each employees' annual entitlement
- (h) If any vacation is unused **by 01st December each year**, 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 be paid out for those shifts at the end of the vacation year in which it was earned.
- (i) Vacation shall be scheduled prior to the use of Bank Time (i.e. the full year's vacation entitlement is to be exhausted before bank time is utilised for a shift day off).

- (j) 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 bidding process provided that their vacation selection is subsequent to their expected return to work date.
- (k) In the event that an employee maintains his base and position throughout the vacation year, once selected vacation picks will not be changed except by mutual agreement.
- (l) In the event of a Base or Position change, 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.
- (m) In the event of unforeseen workload occurring by reason of emergency, the Company reserves the right to alter employee preference dates in accordance with seniority and its service requirements.
- (n) Operational requirements, including the headcount of the base personnel and their qualifications, will determine the number of employees able to take simultaneous vacation per base.

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.

ARTICLE 31 GENERAL HOLIDAYS

31.01 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 to replace Remembrance Day)
8. Labour Day
9. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Christmas Day
12. Boxing Day

* Any other day proclaimed by the governing legislation.

31.02 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.

31.03 General Holidays shall be paid as follow:

- (a) Should a General holiday fall on an employee's regularly scheduled day of work he shall be paid the following example:

At his regular pay plus time and one half (1.5) for hours worked on that day.

- (b) Should a General Holiday fall on an employee's regularly scheduled day off he will be paid the following example:

At his regular pay plus his eight (8)* hours at straight time (1.0).

- (c) Should a General Holiday fall on an employee's regularly scheduled day of work and the employee is absent they must provide documentation to receive payment. If absence is approved they will be paid the following example:

Eight (8)* hours for the General Holiday at their regular rate (1.0).

*A paid holiday will be calculated from the calendar day in which the shift commenced and holiday pay will be for the complete shift of either (8); (10) or (12) hours.

ARTICLE 32 EQUIPMENT LIST

32.01 Uniform

The Company shall provide the following uniform equipment to AMEs:

Table: 32.01(a)

AME UNIFORM ITEMS					
Item:			(1) New Hire Initial Allotment (Units)	(2) Point Value/Unit	(3) Annual Replacement Allotment (per item)
1	Turtle Neck, LS, Cotton	ea	1	30	30
2	Shirt, Twill, (LS or SS), Cotton	ea	2	25	50
3	T-shirt, SS, Cotton	ea	2	15	30
4	3:1 Jacket, Mid-length	ea	1	240	80*
5	Parka, ¾ length	ea	1	600	150*
6	Cargo Pant, Full length	pr	5	40	200
7	Coverall, LS, Cotton	ea	2	50	100
8	Bib Overall, Polar	ea	1	240	240
9	Jacket, Rain, LS	ea	1	60	60
10	Pant, Storm	pr	1	40	40
11	Hat, Baseball	ea	1	10	10
12	Toque	ea	1	10	10
13	Mitts, Winter	pr	1	20	40
14	Underwear, Thermal	ea	1	25	50

* Subject to conditions of Article 32.02(b).

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

Table: 32.01(b)

Optional Annual Items:		Point Value
15	Polo Shirt, Short Sleeve, dress (poly/cotton)	25
16	T-shirt (moisture wicking – poly/cotton)	15
17	T-shirt (cotton)	10
18	Sweater	50
19	Fleece, Sleeveless, Full Zip	50
20	Fleece, Hooded, LS	60
21	Flashlight (Coast HX 5)	30
22	Duffle Bag/Overnight Bag	60
23	Shorts	25
24	Hi-Vis T-Shirts	20

- (a) On initial hire, employees will be supplied with Uniform Items pursuant to the **Initial Allotments**, Column (1), of Table 32.01(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 32, shall remain the property of the Company and must be surrendered on request;
- (d) Pursuant to (c) above, each Winter Parka and 3:1 Jacket (hereafter; “high-value”) item will belong to the Company. 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;

AMEs on payroll effective April 30, 2018 who were issued a Parka are exempt from the return policy for that Parka.

- (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) An annual work shoe allotment will be reimbursed up to \$150 each year with receipts. One pair per allocation.
- (g) Once every three (3) years, a winter boot allotment will be reimbursed up to \$200.00 with receipts. One pair per allocation.

32.02 Subject to completion of Probationary period, each January 1st 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 31st 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; winter boots will only be replaced once every three (3) 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) Where employees have available annual point allotments, employees are permitted to purchase additional items listed in Table 32.01(b), up to their Maximum Annual Total. Employees are also eligible to purchase Table 32.01(b) items, at the recoverable cost of the Company. The Flashlight (Coast HX 5) and Duffle Bag/Overnight Bag will be limited to 2 each annually.
- (d) 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;
- (e) Any employee who leaves the employment of the Company, for any reason, will forfeit all uniform points.

32.03 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.

32.04 Where practical, as determined by the Company, the Company will provide adequate and secure worksite storage for all employees' equipment.

32.05 The Company shall pay a two hundred and fifty dollar (\$250.00) annual tool allowance.

ARTICLE 33 LABOUR MANAGEMENT COMMITTEE

33.01 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 machinery for the purpose of providing joint consultation on matters of common interest.

33.02 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.

33.03 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.

33.04 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.

33.05 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, nor shall any commitment made be construed as to alter, amend, add to, or modify the terms of this agreement.

33.06 Meetings with the Union shall take place at least annually. By agreement of the parties, the frequency of the meetings may be increased.

33.07 All meetings shall be held at a location and at a time determined by mutual agreement.

- 33.08** 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.
- 33.09 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.
- 33.10** 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.
- 33.11** The minutes of the meeting will be reviewed and signed by both Company and Union.

**ARTICLE 34
NON-DISCRIMINATION**

- 34.01** 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.
- 34.02** 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.
- 34.03** 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.
- 34.04** The Parties agree that all employees of the company will be treated with mutual respect and dignity.

**ARTICLE 35
DISCIPLINE**

- 35.01** 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 36 GRIEVANCE AND ARBITRATION PROCEDURE

36.01 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.

36.02 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 of Maintenance 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.

36.03 Labour Management Committee Meetings (LMC)

Prior to invoking Section 36.07 of this Article, the parties may mutually agree to convene a Joint LMC meeting as described in Article 33, in an effort to resolve outstanding grievances prior to proceeding to arbitration.

36.04 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.

36.05 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 with fifteen (15) days of such meeting, the grievance may be referred to arbitration.

36.06 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 of Maintenance or his designate within twenty-one (21) days of the circumstances giving rise to the grievance. The DOM 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.

36.07 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.

36.08 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.

36.09 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.

36.10 Arbitrator

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

36.11 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.

36.12 Authority of Arbitrator

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

36.13 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 37 PAY PERIODS

37.01 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.

37.02 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.

37.03 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 38 OFFICIAL TEXTS & PRINTING

- 38.01** 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 39 MOVING / RELOCATION EXPENSES

- 39.01** 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:

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

- 39.02** Upon presentation of expense receipts, the employee will be reimbursed at 75% of expenses to a maximum reimbursement of four thousand five hundred dollars (\$4,500) except employees moving with family members shall have a maximum reimbursement of six thousand dollars (\$6,000). This amount is deemed non-taxable at source.

- 39.03** In the event of a base relocation in excess of fifty (50) kilometers and upon presentation of expense receipts, the employee will be reimbursed to a maximum reimbursement of four thousand five hundred dollars (\$4,500) except employees relocating with family members shall be reimbursed a maximum reimbursement of six thousand dollars (\$6,000).

39.04 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 40
LOCATION OF WORK**

40.01 Locations of Work

- (a) **Maintenance Base Location** – AMEs shall continue to be assigned to their specific company maintenance base location, until such time as they successfully bid to another maintenance base. Temporary work assignments to other base locations shall be on a voluntary basis.
- (b) **Mobile Repair Location** – A mobile repair location is defined as any location where an aircraft may become disabled away from its assigned operating base.
- (c) **Deployed Operations** - AOG operational events (less than 48 hours' notice) will be offered in the most fair and equitable manner giving consideration for the qualification, staffing levels, workload, logistics, and operational needs, including base location.

When there is a minimum of 48 hours' notice, deployment to another base shall be awarded in the following manner:

1. A deployment assignment in excess of 24 hours elapsed time on site at the assigned base (for clarity excluding travel time) shall be made available to all members by bid with consideration given to qualification, staffing levels, workload, logistics, and operational needs, including base location.
2. The bid, will be awarded to the most senior qualified member that accepts the full period of assignment.
3. For a deployment assignment, Scheduling will contact the first employee on the Rotating Seniority List. After 30 minutes, Scheduling will continue down the Rotating Seniority List until an employee indicates that they will take the assignment. The assignment will be awarded either to the first employee contacted within the thirty (30) minutes or to the subsequent employee contacted who accepted the deployment assignment.
4. Future bids will be awarded based on seniority starting at the top of the Rotating Seniority List. Those person(s) who refused the assignment or accept and are given the assignment will be placed at the bottom of the list.
5. The company will include the Union Chair, and Union Vice-Chair in correspondence with Central Scheduling when issuing a request for an AME applicant.
6. The rotating seniority list shall be maintained by the Company for deployment assignments.

**ARTICLE 41
PRIVACY & SECURITY**

41.01 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.

41.02 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 AMEs involved in the incident or accident, unless the company has been legally bound not to reveal the removal.

41.03 Aviation Accident or Incident (Ground Runs)

- (a) The parties acknowledge that the Company has a procedure as stated in the operations Manual and memo book in the event of an aviation accident or incident.
- (b) In the event of an accident or serious incident, the AME shall be restricted from duties without loss of pay or benefits for a period commensurate with the situation.
- (c) Where an AME 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 results of the investigation. In any event, where eligible, the employee 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.

ARTICLE 42 WAGES / ALLOWANCES / BENEFITS

WAGES

42.01 AME Wage Scale - see Appendix "A"

42.02 Long Term Service Recognition – see Appendix "B"

ALLOWANCES

42.03 Duty Allowances – see Appendix "B"

- 1. Base Engineer**
- 2. Base Safety AME**
- 3. Lead Hand**

42.04 Northern Allowances

Should an employee reside in Moosonee they shall receive an annual allowance of \$14,129.00.

42.05 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

42.06 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.

42.07 Employee Medical Exams

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.

42.08 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.

42.09 Visa, Travel Documents, Passports, Inoculations

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

42.10 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.

**ARTICLE 43
PER DIEMS**

43.01 Employee will receive the per diem amounts below while working at a base other than their assigned base.

PER DIEMS	
Breakfast	12.00
Lunch	15.00
Dinner	35.00

International exchange rates will be recognized and adjusted based on the quarterly rate established on the first day of each quarter Jan 1st; Apr 1st; Jul 1st and Sept 1st, 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.

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".

43.02 Employee Provided Accommodations

Expenses for room and meals provided by the employee are a fixed allocation of \$150.00 Per Diem without a receipt.

43.03 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.

43.04 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.

43.05 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 44
AWAY FROM BASE PAY**

44.01 Employees assigned to work away from their home base shall be paid an additional seventy-five dollars (\$75.00) for each day they perform work at a base other than their own, or at a Mobile Repair Location as per Article 40.01(b).

**ARTICLE 45
LEGAL EXPENSES**

45.01 Legal Expenses

- (a) The Company agrees to provide legal protection including judgment cost to employees in those situations arising directly from the responsible discharge of official duties by the employee or resulting from the carrying out of an official order or orders.
- (b) In the event that a conflict of interest arises, the Union and/or the employee may select legal counsel of their choice to represent the employee and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the employee or does not ascribe fault or blame to the employee, the Company will reimburse the Union and/or employee for all reasonable legal fees to a maximum of ten thousand dollars (\$10,000.00).
- (c) A grievance arising from the application of this clause will begin at the final step of the grievance procedure.

If an employee is involved in a legal action against the Company, this entire Article shall be considered inapplicable.

**ARTICLE 46
CONTRACTING OUT**

46.01 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.

**ARTICLE 47
DEFINITIONS**

47.01 Basic Salary

The Compensation to which an employee is entitled according to his level on the scale for his job title as it appears in the present day policy.

47.02 Adjusted Basic Salary

The Basic Salary plus all other monthly fixed allowances with the exception of the Away from Base premiums, allowances for designated remote areas, safety allowances, daily allowances related to a specific project along with all allowances related to the flight hours, and long term service recognition.

47.03 Employee's Earnings

All taxable earnings, excluding bonuses, taxable benefits and overtime.

47.04 Gender

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

**ARTICLE 48
DURATION OF AGREEMENT**

The Company and the Union agree that this Agreement shall remain in full force and effect from April 1, 2020 to March 31, 2023 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 31st any year thereafter in which the Agreement continues.

Bargaining Committee:

FOR THE UNION:

Patt Gibbs /s

Patt Gibbs
Senior International Representative OPEIU

Jason Hick /s

Jason Hick
Chair OPEIU

Dominik Slupek /s

Dominik Slupek
Vice-Chair OPEIU

FOR THE COMPANY:

Peter Cunnington /s

Peter Cunnington
Chief Operating Officer, Aviation

Foster Brown /s

Foster Brown
Chief Human Resources & Labour Relations Officer

John Barnes /s

John Barnes
Director of Maintenance

Meera Sharma /s

Meera Sharma
Human Resources Business Partner

Barry Hesketh /s

Barry Hesketh
Chief Engineer

Jamie Dors /s

Jamie Dors
Chief Engineer

Cara Chambers /s

Cara Chambers
Director, Base Management

Holly Zammit /s

Holly Zammit
Manager, Workforce Planning and Scheduling

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LOU # 1
LIST OF ARBITRATORS

Mr. Paul Bohelski

Sr. International Rep.

OPEIU Canada

Dear Mr. Bohelski:

Re: List of Arbitrator

As per Article 36.00 the following list is identified as the initial list of arbitrators.

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

Received and Accepted by:

Foster Brown /s

Foster Brown
Director, Employee and Labour Relations

Paul Bohelski /s

Paul Bohelski
OPEIU Senior International Representative

LOU # 2
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LOU # 3
TORONTO BASE – MODIFIED WORK SCHEDULE

Pursuant to Schedule III of the Canada Labour Standards Regulations (s.5, Regs)

- Name of employer: 7506406 Canada Inc., operating as Ornge Air
- An identification of the affected employees: All Aircraft Maintenance Engineers, Apprentice Engineers and Avionics Technicians
- Address or location of workplace: Ornge Toronto Base – Toronto City Centre Airport, Hanger 4A Box 310, Toronto ON M5V 1A1
- Hours of work in each work day: 11.4 hours
- Hours of work in each work week (*The number of hours in a work day and in a work week shall be specified by attaching the work schedule of the affected employees.*): Average of 39.9 hours. See Attached ‘Work schedule YTZ’ as it varies over the 18 week shift cycle.
- Number of work days in the work schedule: 63 days.
- Number of weeks in the work schedule: 18 weeks.
- Number of days of rest in the work schedule: 63 days.
- The maximum number of hours that may be worked in a week: 57 hours.
- The maximum number of hours that may be worked in a work schedule: 718.2 hours.
- The method of calculating general holiday pay: As per Article 31: General Holidays of the AME Collective Bargaining Agreement with the amendment that holiday pay for General Holidays falling on an employee’s regularly scheduled day off will be calculated at 11.4 hours at straight time.
- Date the work schedule comes into effect: May 1, 2015
- Date the work schedule expires: December 31, 2016 unless otherwise agreed upon by both parties.

VACATION:

Specific to the Toronto Base, Article 30: Vacation entitlement will be recognized as follows:

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
Less than one year	Prorated as per shift*
More than One year	10 (11.4 hr)*
More than Five years	13 (11.4 hr)*
More than Ten years	15 (11.4 hr)*
More than Thirteen years	18 (11.4 hr)*

STD BANK:

STD Banks are expressed in number of shifts, up to 10 per year to a maximum, not to exceed 26 weeks when combined with STD. Accumulated hours will be converted to the equivalent of 11.4 hour shifts.

* All other provisions of the AME CBA shall remain in effect.

Signed on April 21, 2015.

LOU # 4
LONDON BASE AMES, LONDON BASE ENGINEER & TORONTO BASE ENGINEER
MODIFIED WORK SCHEDULE

Pursuant to Schedule III of the Canada Labour Standards Regulations (s.5, Regs)

The London base has adapted 2 different shift patterns (shift pattern 'A' & shift pattern 'B'). AMEs & Apprentices assigned to the London base will be assigned to only 1 shift pattern as their modified work schedule.

Base Engineers working out of the Toronto or London base will be assigned to shift pattern 'A' as their modified work schedule.

- Name of employer: 7506406 Canada Inc., operating as Ornge Air.
- An identification of the affected employees: All Aircraft Maintenance Engineers, Apprentice Engineers and Avionics Technicians.
- Address or location of workplace:
 - Ornge London Base – 2430 Hurricane Road, London, ON N5V 3Z9.
 - For the Toronto 'Base Engineer': Toronto City Centre Airport, Hanger 4A, Toronto, ON M5V 1A1.
- Hours of work in each work day: 10 hours.
- Hours of work in each work week (*The number of hours in a work day and in a work week shall be specified by attaching the work schedule of the affected employees.*):
 - Shift Pattern 'A': 40 hours per week. See attached 'Work Schedule YXU "A"'.
 - Shift Pattern 'B': Average of 40 hours over a 3 week cycle. See Attached 'Work schedule YXU "B" as it varies.
- Number of work days in the work schedule: Shift Pattern 'A' = 4 days.
Shift Pattern 'B' = 12 days.
- Number of weeks in the work schedule: Shift Pattern 'A' = 1 week.
Shift Pattern 'B' = 3 weeks.
- Number of days of rest in the work schedule: Shift Pattern 'A' = 3 days.
Shift Pattern 'B' = 9 days.
- The maximum number of hours that may be worked in a week:
Shift Pattern 'A' = 40 hours.
Shift Pattern 'B' = 70 hours.
- The maximum number of hours that may be worked in a work schedule:
Shift Pattern 'A' = 40 hours.
Shift Pattern 'B' = 120 hours.

- The method of calculating general holiday pay: As per Article 31: General Holidays of the AME Collective Bargaining.
- Date the work schedule comes into effect: May 1, 2015.
- Date the work schedule expires: March 31, 2017 unless otherwise agreed upon by both parties.

* All other provisions of the AME CBA shall remain in effect.

Signed on May 1, 2015

LOU #5
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LOU #7
THUNDER BAY BASE MODIFIED WORK SCHEDULE

Pursuant to Schedule III of the Canada Labour Standards Regulations (s.5,Regs)

This modified work schedule is applicable to all Thunder Base Engineers excluding Thunder Bay Base Engineers who work a Monday to Friday, 40 hour per week schedule.

- Name of employer: 7506406 Canada Inc., operating as Ornge Air
- An identification of the affected employees: All Aircraft Maintenance Engineers, Apprentice Engineers and Avionics Technicians
- Address or location of workplace: Ornge Thunder Bay Base – 2027 Derek Burney Drive, Thunder Bay, ON P7K 0A1
- Hours of work in each work day: 11.4 hours
- Hours of work in each work week (*The number of hours in a work day and in a work week shall be specified by attaching the work schedule of the affected employees.*): Average of 39.9 hours. See Attached ‘Work schedule YQT as it varies over the 8 week shift cycle.
- Number of work days in the work schedule: 28 days.
- Number of weeks in the work schedule: 8 weeks.
- Number of days of rest in the work schedule: 28 days.
- The maximum number of hours that may be worked in a week: 57 hours.
- The maximum number of hours that may be worked in a work schedule: 319.2 hours.
- The method of calculating general holiday pay: As per Article 31: General Holidays of the AME Collective Bargaining Agreement with the amendment that holiday pay for General Holidays falling on an employee’s regularly scheduled day off will be calculated at 11.4 hours at straight time.

Date the work schedule comes into effect: January 1, 2018

VACATION:

Specific to the Thunder Bay Base, Article 30: Vacation entitlement will be recognized as follows:

<u>Length of Employment</u>	<u>Vacation Entitlement</u>
Less than one year	Prorated as per shift*
More than One year	10 (11.4 hr)*
More than Five years	13 (11.4 hr)*
More than Ten years	15 (11.4 hr)*
More than Thirteen years	18 (11.4 hr)*

STD BANK:

STD Banks are expressed in number of shifts, up to 10 per year to a maximum, not to exceed 26 weeks when combined with STD. Accumulated hours will be converted to the equivalent of 11.4 hour shifts.

* All other provisions of the AME CBA shall remain in effect.

Signed on December 26, 2017

Date the work schedule expires: December 31, 2021 unless otherwise agreed upon by both parties.

**LOU #8
GENERAL HOLIDAYS ON-CALL**

The following will apply to all shift rotations. Whereas General Holidays are defined in CBA Article 31.01. In lieu of Article 31.03 a General Holiday is deemed to be a scheduled day off and the parties agree to implement a two person on-call support for the 24 hour period of a General Holiday as further defined below.

On-Call Shifts on General Holidays

Two (2) employees will be scheduled to be on-call for each twenty-four (24) General Holiday period at each base with the exception of Sioux Lookout and Timmins where only one (1) person will be scheduled for on-call.

For **all** bases except Sioux Lookout and Timmins, the bases will organize their on-call as is normally arranged for the current on-call requirements, if there is an impasse that cannot be resolved at the base, management will assign the scheduled days utilising the seniority rule.

Sioux Lookout and Timmins will maintain their current scheduling, where one person will be on-call but they will comply with the directions below for hours worked and payroll reporting.

The General Holiday on-call schedule shall be finalized at least 14 days in advance of the General Holiday and detailed on the Base schedule (Workforce Software or SharePoint as applicable).

In lieu of Article 19 and Article 31 section 31.03 the following will apply:

If an employee is scheduled to be on-call on a General Holiday they will be paid the following (note the employee will not be required to report to the base unless called in, however the employee may be required to remotely login to the Workforce Software to record their hours):

On-Call, no report to base:

If the employee is not required to report to the base they will be paid eight (8); ten (10) or twelve (12) hours at their regular rate plus eight (8); ten (10) or twelve (12) hours of stat worked pay times 1.5 their regular rate and the remaining twenty-four (24) hours at a rate of one sixth their regular rate times 1.5.

On-call report to base:

If the employee is required to report to the base throughout the twenty –four (24) period they will be paid eight (8); ten (10) or twelve (12) hours at their regular rate plus the greater of either:

- a) their eight (8); ten (10) or twelve (12) hour shift at their regular rate times 1.5; or
- b) their actual hours worked at their regular rate times 1.5; or
- c) the number of four (4) hour call out periods at their regular rate times 1.5;

Plus the balance of the twenty-four (24) hours at a rate of one sixth their regular rate times 1.5.

Sun	Mon (stat)	Tues	Wed	Thurs	Fri	Sat
	8 (on-call)	8	8	8	8	

PAID 40 hours regular
8* hours Stat Worked @1.5
16* x 1/6th hours on-call @ 1.5

*** Hours Stat Worked & On-Call may change should employee be called into work.**

Note: There will be no pyramiding of hours meaning if a call out happens during what would be considered your regular scheduled shift you will receive no additional pay.

Rostered day on, scheduled off, not on-call:

When General Holiday occurs and an employee is not scheduled to be on –call the employee will not be required to report for work and will be paid the following for the General Holiday:

Eight (8); ten (10) or twelve (12) hours stat not worked at their regular rate depending on their individual shift rotation.

Sun	Mon (stat)	Tues	Wed	Thurs	Fri	Sat
	(Not worked)	8	8	8	8	

PAID 32 hours regular
8 hours Stat Not-Worked @1.0

Rostered day off, not scheduled on, not on-call:

When a General Holiday falls on an employee’s regularly scheduled day off and the employee is not scheduled to be on –call they will be paid the following:

Eight (8); ten (10) or twelve (12) hours regular pay plus eight (8); ten (10) or twelve (12) hours stat not worked at their regular rate depending on their individual shift rotation.

Sun	Mon (stat)	Tues	Wed	Thurs	Fri	Sat
	(Not Scheduled)	8	8	8	8	8

PAID 40 hours regular
8 hours Stat Not-Worked @1.0

Rostered day on, scheduled on, not on-call:

When a General Holiday falls on an employee’s regularly scheduled day of work and the employee is scheduled to work (but not on-call) they will be paid the following:

Eight (8); ten (10) or twelve (12) hours regular pay plus eight (8); ten (10) or twelve (12) hours stat not worked at their regular rate depending on their individual shift rotation.

Sun	Mon (stat)	Tues	Wed	Thurs	Fri	Sat
	(Scheduled or called)	8	8	8	8	

PAID 32 hours regular
8 hours Stat Not-Worked @ 1.0
8* hours OT @ 1.5

*** Hours of OT may change based hours worked**

LOU #9
SHORT TERM DISABILITY BANK

Re: Short Term Disability Bank for those age 65 and older

The parties' have discussed the application of Article 26.02 and have agreed to the exception being made with respect to the Short Term Disability banks for those employees age 65 years and older.

The parties' therefore agree that the Company will reinstate the Short Term Disability banks for any current and affected AME on payroll at the time of this agreement, whose banks were zeroed out at age 65.

The parties' further agree that no age limit shall be associated with the accumulated unused sick days in the AMEs Short Term Disability banks. Unused sick days will continue to be accumulated into the Short Term Disability banks for AME employees.


Notwithstanding the above, this agreement does not change or alter the age limit of the Company's Short Term Disability Insurance Program, which terminates at age 65.

For OPEIU:



Patt A. Gibbs, Senior International Rep.

For Ornge:

DocuSigned by:

271075EEB0784AB

Foster Brown, Chief HR & LR Officer

19 Nov. 21

Date Signed

1/16/2022

Date Signed

LOU #10 (Revised Sept 14, 2022)
MOOSONEE TRAVEL HOURS (APPENDIX C)

In an effort to resolve any potential grievance, without prejudice and precedent, the Company will recognize the travel hours out of Moosonee at the end of the 3 week tour as 8 hours minimum to be tracked and applied to threshold hours for the period of 31 August, 2021 to 31st December, 2021. Going forward, the travel hours will be tracked as per the current practice, recording actual travel time above the minimum of 4 hours.

To provide clarity, in keeping with current and past practice, travel hours associated with traveling into Moosonee at the start of the 3 week tour and travel out of Moosonee at the end of the 3 week tour are tracked for the purpose of calculating threshold.

The travel hours are recognized as follows:

*Travel into Moosonee (first day of tour): 8 hours minimum recorded (note this is a shift duty day, a travel time of less than 8 hours anticipates the balance to 8 shift hours worked before eligibility for overtime)

*Travel out of Moosonee (last day of tour): 4 hours minimum or actual travel time calculated from flight departure to their calculated home arrival time

*Note: For commercial flying, the sum of:

- 1.0 hour prior to their flight time, and the flight time, and
- 0.5 after the flight lands, and
- Time to drive home time as per chart.

Chart:

Name	Airport	Home Location	Time (H)
Jarman	YYZ	Dwight home - YYZ	2.5
Haynes	YYT	Home-YYT	0.2
Hogarth	YYZ	Peterborough home- YYZ	1.8
Mitchell	YYZ	Listowell home - YYZ	1.8

For OPEIU:



Patt A. Gibbs, OPEIU Sr. International Rep.

22 Sep 2022

Date Signed

For Ornge:



Foster Brown, Chief HR & LR Officer

9/23/2022

Date Signed

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MOU # 1
SUPERVISOR TO BASE ENGINEER TITLE CHANGE

The Parties agree that the following conditions apply to the Base Engineer:

- M1.01** The duties performed by Supervisor Base AME Managers will now be performed by **Base Engineer**. It is understood and agreed that the role of Base Engineers formerly known as Supervisor Base AME Manager, under Certification Number 10199-U, will now be under and considered part of Certification Number 10200-U and will fall within the scope of this Collective Agreement.
- M1.02** It is agreed that Supervisor Base AME Managers employed at date of ratification will be assigned the Base Engineer roles.
- M1.03** The AMEs assigned to the Base Engineer role above, will receive the negotiated stipend, for Base Engineer duties and will continue to receive such stipend only for as long as they perform the duties; (i.e. it is understood the stipend will no longer be paid should the employee voluntarily leave the position or is involuntarily removed and is not reinstated through the grievance procedure).

MOU # 2
TOOL INSURANCE

M2.01 The Company maintains insurance for maintenance of employees' tool boxes and contents, with a maximum coverage of \$15,000.00 and a \$100.00 deductible to be paid by the employee. To be entitled, the employee must submit a detailed up-to-date list of his toolbox contents. The insurance coverage applies only in the following situations:

- (a) Loss of tools while on the job.
- (b) Loss of tools while they are in direct transit to or from a job site.
- (c) Loss of tools while stored in a secured manner at a base location.

NOTE 1: No coverage is applicable for loss of tools while stored at the employee's home.

NOTE 2: Actual coverage level is based on the most recent inventory on file with the company at the time of the loss.

M2.02 Employee personal effects

Maximum value: \$5,000.00 any one loss

Coverage only while on board aircraft owned or operated by the Company.

A \$100.00 deductible is applicable to each loss and is the responsibility of the employee.

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

**APPENDIX “A”
AME WAGE SCALE**

A1.01 Employees who are on the payroll at the time of ratification of this Agreement, shall receive retroactive pay from January 1, 2021.

- (a) In all cases, the retroactive wage rate increases will be prorated if the pay step increased during the period from January 1st, 2021 to date of ratification.
- (b) Apprentices who obtain a licence but not yet assigned to an AME position with the Company shall be placed at Step D. Once assigned an AME position, such employee will be placed at Step 1 on the AME pay schedule.
- (c) On an employees’ anniversary date with the Company, each employee will move to the next pay Step on the wage schedule for years 2021, 2022, 2023 and on each anniversary date thereafter. The anniversary date is defined as either the original hire date or the date the employee changed classification.
- (d) Pay rate increases take effect on January 1 each year of this Agreement.

A1.02 Employees who are hired after ratification of this Agreement shall be placed on the grid commensurate with their experience. On an employees’ anniversary date with the Company, each employee will move to the next pay Step for years 2021, 2022, 2023 and on each anniversary date thereafter. The anniversary date is defined as either the original hire date or the date the employee changed classification.

- (a) Pay rate increases take effect on January 1 each year of this Agreement.
- (b) Apprentices who obtain a licence but not yet assigned to an AME position with the Company shall be placed at Step D. Once assigned an AME position, such employee will be placed at Step 1 on the AME pay schedule.

Apprentice Pay Schedule					
Step	Current	2021 January 1st	2022 January 1st	2023 January 1st	2023 March 31st
Step A	42,055.87	42,896.99	43,754.93	44,630.03	44,853.18
Step B	42,914.16	43,772.44	44,647.89	45,540.85	45,768.55
Step C	43,789.95	44,665.75	45,559.06	46,470.25	46,702.60
D With LIC	53,847.08	54,924.02	56,022.50	57,142.95	57,428.67

Note: Move from Apprentice status is not automatic. An opening must exist; a merit evaluation must be satisfied; and then seniority will rule.

Aircraft Maintenance Engineers Pay Schedule					
Step	Current	2021 January 1st	2022 January 1st	2023 January 1st	2023 March 31st
Step 1	64,374.66	65,662.15	66,975.40	68,314.90	68,656.48
Step 2	67,300.13	68,646.13	70,019.06	71,419.44	71,776.53
Step 3	70,253.65	71,658.72	73,091.90	74,553.74	74,926.50
Step 4	73,361.97	74,829.21	76,325.79	77,852.31	78,241.57
Step 5	76,540.74	78,071.55	79,632.99	81,225.65	81,631.77
Step 6	79,705.37	81,299.48	82,925.47	84,583.98	85,006.90

Monthly Stipend

Authority Type	Current Stipend	2021 January 1st	2022 January 1st	2022 June 8th	2023 January 1st	2023 March 31st
PC12	769.46	784.85	800.55	1,601.09	1,633.11	1,641.28
S76	1538.92	1,569.70	1,601.09	1,601.09	1,633.11	1,641.28
AW139	1538.92	1,569.70	1,601.09	1,601.09	1,633.11	1,641.28
E-Category	1538.92	1,569.70	1,601.09	1,601.09	1,633.11	1,641.28
S-Category	1538.92	1,569.70	1,601.09	1,601.09	1,633.11	1,641.28

Note: These monthly stipends are not cumulative and only one stipend applies at any one time.

APPENDIX "B"
DUTY ALLOWANCES / LONG TERM SERVICE RECOGNITION

DUTY ALLOWANCES

Duties	Current	2021 January 1st	2022 January 1st	2023 January 1st	2023 March 31st
Base Engineer	836.86	853.60	870.67	888.08	892.52
Base Safety AME	351.62	358.65	365.83	373.14	375.01
Lead Hand	398.50	406.47	414.60	422.89	425.01

Note 1: Current Toronto Island Base Engineer will be red-circled at their current \$1,360.00/month until such time as they no longer perform the assigned duties. Next incumbent will receive a Stipend in accordance with the above chart.

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.

Service Recognition	
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, AMEs shall receive, travel, lodging and per diems when travelling to, from and while working at the Moosonee base.

C.1.02 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, as follows: 3 weeks on-site which includes 8 hours at the base and 16 hours on-call and then 3 weeks off.

Note: Employees are paid the 86.67 hours on a semi-monthly basis totalling 2080 hour per annum.

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:

26 weeks x 7 days/week x 11.00 hours/day	2,002.00 hours
Plus the diff of 2080 paid/ 2002 scheduled	78.00 hours
-less any approved days off with pay**	<u>(96.00) hours</u>
New "Threshold" Level	1,984.00 hours

**** 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	(1,984.00)
	<u>hours</u>
Overtime hours to be paid out	16.00 hours

Example "B" Overtime Calculation:

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

C1.03 Vacation

Vacation year will be January 1st to December 31st

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 Entitlement</u>
Less than one year	Prorated as per shift*
More than One year	15 (8 hr); 12 (10 hr) or 10 (11.4 hr)
More than Five years	18 (8 hr); 14 (10 hr) or 13 (11.4 hr)
More than Ten years	21 (8 hr); 17 (10 hr) or 15 (11.4 hr)
More than Thirteen years	25 (8 hr); 20 (10 hr) or 18 (11.4 hr)

*Number of Vacations shifts will be determined in accordance with base schedule.

Length of Company employment shall be used to calculate vacation entitlement. Please see example below.

- (a) **Less than one year** - prorated based on ten (10) shifts/eighty (80) hours. Prorated hours divisible by eight (8) will be vacation shifts,
- (b) **Milestone Year**- an employee 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, 2023 he will be entitled to eighteen (18) eight (8) hour vacation shifts for Vacation Year 2023.

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.

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
.....

APPENDIX "E"
OVERTIME BANK PROCEDURE

E1.01 Overtime will be calculated and paid at time and one half.

E1.02 Overtime can be banked as time subject to the following:

(a) The maximum amount of overtime that can be accumulated in an employee's bank are as follows:

AME: 79.80 hours (7 shifts x 8.00 hours 1.5) **or** 90.00 hours (6 shifts x 10 hours x 1.5)

(b) For clarity, 8 hours of worked overtime will be banked as 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.

E1.03 How to use your banked overtime.

	Total OT Bank	Hours to Cover Shift	New OT Bank Total
8 hour shifts	12.00	8.00	4.00
10 hour shifts	15.00	10.00	5.00

The employee will enter the equivalent straight time (ST) hours to their worksheet. The regular hours will be reduced by the regularly scheduled hours. The banked overtime hours will be paid out at straight time.

Example: an employee requests to use banked overtime to cover a shift

If worked they would have been paid the following:

$$(86.67 \text{ reg. hours} \times \$25.46/\text{hr}) = \$2,206.62$$

The use of banked overtime to cover the shift would result in the following:

$$((78.67 \text{ reg. hours} \times \$25.46/\text{hrs}) + (8.0 \text{ banked hours} \times \$25.46/\text{hr})) = \$2,206.62$$

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**MOS #1
AME TOOL ALLOWANCE**

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**MOS #1
AME TOOL ALLOWANCE**

Memorandum

TO	Aircraft Maintenance Engineers
FROM	Finance – Payroll Department
RE:	Tool Allowance
CC:	John Barnes, Meera Sharma, Foster Brown, Ian McLean
DATE	June 28, 2019

In accordance with the recent Collective Bargaining and amendment to Article 32.01, an annual Tool Allowance of \$250 will be applied on the first pay in January each year going forward.

The \$250 allowance for 2019 will be applied to your July 15, 2019 pay.

As this allowance will be treated as an expense reimbursement, it will be sheltered from all statutory deductions and will not appear on your T4.

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**MOS #2
NEW BENEFITS**

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**MOS #2
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.

**MOS #3
SHIFT SCHEDULE (COVID-19 RESPONSE)**

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**MOS#3
SHIFT SCHEDULE (COVID-19 RESPONSE)**

Memorandum of Agreement

Between

Ornge Global Air

And

Office of Professional Employees International Union, AFL-CIO-CLC

Representing

Aircraft Maintenance Engineers

Ornge Global Air (the "employer") and the Office of Employees International Union, AFL-CIO, CLC (the "union") hereby agree on a non-precedential basis, to the following temporary protocol in response to the outbreak of COVID-19, effective March 27, 2020.

In light of the continually evolving outbreak of COVID-19, the parties agree to a temporary shift change schedule for all OPEIU represented Aircraft Maintenance Engineers at the following basis:

- Sudbury (YSB) - The base will operate with a 5 on, 4 off, 4 on, 5 off shift rotation (2 shifts), 11.4 hours each work day from 06:30 to 18: 30.
- Ottawa (YOW) - the base will operate Monday to Friday with the following shift times; 07:00 to 15:30 and 16:00 to 23:30. Note for the afternoon shift; overtime will continue to be paid after completion of 8 duty hours on shift.
- London (YXU) - the base will operate two shifts, Monday to Thursday from 06:30 to 17:00, 10 hours each workday, and: Friday to Sunday from 07:00 to 19:00, 12 hours each workday. Note for the 3-day rotation, overtime will be paid after the completion of 13.3 duty hours on shift.
- Other Bases - all other bases not named, will continue with their current shift times
- On Call - The currently scheduled On Call roster will remain and be compensated as per Article 19.
- Effective Date - These changes will take effect as of Monday, March 30, 2020, and will remain in effect until a decision by the Ontario Provincial Government is made to allow Non-Essential Business to return to operation. Upon notification of this decision; the parties agree to confer and mutually determine if the changes are no longer required as a COVID-19 precaution and determine the date to revert back to the original base schedules.
- All other provisions of the Collective Bargaining Agreement between the employer and the union shall remain in full force and effect.

This Agreement sets forth the entire agreement between the parties and supersedes and terminates all prior agreements between the parties relating to the subject matter addressed. The Agreement may not be changed orally, but only by agreement in writing.

IN WITNESS WHEREOF, this Agreement has been executed as of the date and year signed below: