

# COLLECTIVE AGREEMENT

BETWEEN



AND

**ORNGE AIR**  
**Fixed Wing Pilots**

Represented By:  
OFFICE AND PROFESSIONAL EMPLOYEES  
INTERNATIONAL UNION  
AFL-CIO & CLC



March 1, 2017 to February 28, 2021

15203 (01)

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**ARTICLE 1  
PREAMBLE/APPLICATION**

**1.01 Preamble**

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.

**1.02 Application**

The provisions of this agreement apply to the Union Fixed Wing Pilot employees and the Company.

**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** In making this agreement, the parties hereto recognize the Values of Ornge Global Air which are Compassion, Collaboration, and Innovation.
- 2.03** 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 for patient care.
- 2.04** The Union recognizes the highly competitive nature of the Company's business and that the Company must maintain an efficient cost-effective operation and the Union supports the Company in obtaining these objectives, all of which are consistent with the Collective Agreement.

**ARTICLE 3  
RECOGNITION**

- 3.01** The Company recognizes the Office and Professional Employees International Union, AFL-CIO & CLC (OPEIU) as the exclusive representative of "All **employees** of Ornge Global Air **employed** as pilots excluding the Training Captain, the Chief Pilot and those above the rank of Chief Pilot,." As outlined by the CIRB on the **29th day of January, 2010**.

**ARTICLE 4  
EMPLOYMENT RELATED STATUTES**

- 4.01** The parties agree that the provisions of the Canada Labour Code (CLC), the Canadian Human Rights Act, the Personal Information

Protection and Electronic Documents Act (PIPEDA) and any other employment related statues are incorporated into the Agreement except where this Agreement provides for a greater benefit in which case the provisions of this Agreement shall prevail.

## **ARTICLE 5 MANAGEMENT RIGHTS**

- 5.01** The Union acknowledges that the rights and prerogatives of management, which the Company had prior to the execution of this agreement, are retained exclusively by the Company, except as limited by this Collective Agreement, including but not limited to:
- (a) The right to maintain order, discipline and efficiency;
  - (b) The right to make, initiate, alter and enforce reasonable workplace and employee rules, regulations, policies and practices;
  - (c) The right to discipline and discharge employee for just cause;
  - (d) The right to select, hire, train, direct and control the working force and employee;
  - (e) The right to transfer, assign, promote, demote, classify, reclassify, lay-off and suspend employees;
  - (f) The right to introduce new and eliminate or change existing equipment, machines, services or processes;
  - (g) The right to make studies of workloads and institute changes in the work load and job assessments;
  - (h) The right to plan, direct and control operations;
  - (i) The right to determine the location and extent of its operations and their commencement, expansion, curtailment or discontinuance in whole or in part;
  - (j) The right to determine standards, methods and means of service delivery;
  - (k) The right to determine the job content and requirements of any job or classification;
  - (l) The right to determine the number type and qualifications of its employees needed by the Company at any time;
  - (m) The right to determine the number of employees who shall operate on any given job, operation or unit and number of hours and shifts to be worked;
  - (n) The right to maintain or establish standards of quality and quantity to be maintained.

**ARTICLE 6  
MAINTENANCE OF STANDARDS**

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

**ARTICLE 7  
SEPARABILITY AND SAVINGS**

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

**ARTICLE 8  
REPRESENTATIVES**

- 8.01** The Union may elect or appoint representatives from among employees in the bargaining unit who have completed their probation period, for the purpose of assisting employees in the presentation of grievances in accordance with the provision of this Agreement.
- 8.02** 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.
- 8.03** The Union shall notify the Company promptly and in writing of the name of its representatives. It is mutually understood that the Union may delegate this responsibility.

**8.04** An accredited representative of the Union will be permitted access to the Company's premises to assist in the resolution of a complaint or grievance, and to attend meetings with management. Such meetings shall not unduly interfere with the company's operations. Permission to enter the premises shall, in each case, be obtained from the Company and will not be unreasonably withheld.

## **ARTICLE 9 INFORMATION**

**9.01** Upon request, the Company will provide the Union with the following information pertaining to all employees in the Bargaining Unit:

- (a) Employee's name;
- (b) Employee number;
- (c) Classification;
- (d) Base;
- (e) Full or part-time status;
- (f) Date of hire;
- (g) Current salary;
- (h) Acting level, including and additional assignment;
- (i) Date of assignment;
- (j) List of employees who left the Bargaining Unit;
- (k) An effective date of any modification to the above information

Where possible, the above information shall be sent in electronic format to the Union. By mutual agreement, the above list may be amended.

## **ARTICLE 10 BULLETIN BOARDS**

**10.01** The Company shall designate at each location a bulletin board(s) in a suitable place(s) on its premises for the posting of Union materials (e.g. meetings, elections, negotiations, Union policies and positions, and internal affairs of the Union). The bulletin boards shall be in such locations as to be reasonably viewed by all Union members on a regular basis, and shall contain nothing that is adverse or external to the interest of the Company.

## **ARTICLE 11 UNION MEMBERSHIPS**

**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 his 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 his employment.

The Union will not require the Company to terminate the employment of an employee because the employee has been expelled or suspended from the membership in the Union.

## **ARTICLE 12 PAYROLL DEDUCTION OF DUES**

- 12.01** The Company shall deduct from the payroll of employees on each pay period, wages dues on a bi-weekly basis.
- 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 assignments. 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 the 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 dues not deducted in an earlier month.
- 12.04** Only payroll deductions now or hereafter required by law, as well as benefit 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 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.
- 12.08** The Union dues will be a standard amount per classification.



**ARTICLE 13**  
**UNION INTRODUCTION TO NEW HIRES**

- 13.01** Subject to operational requirements, the Union Representative shall be granted one (1) hour for the purpose of introduction of new hires to the Union, their rights, obligations and privileges as members. Such meetings may be done by phone.

**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 than the employee(s) will be given equivalent days off prior to or after the negotiation days, as mutually agreed upon.

The Union will provide ninety (90) days notice, prior to the first negotiation day, of their representatives to allow for scheduling.

**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 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 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 Representatives' 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 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 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 as 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 date shall be the date of hire as a pilot by Ornge Air.
- (b) The Seniority Lists shall contain the names of all pilots specifying classification, and seniority date.
- (c) The Company shall maintain and publish a Seniority List. The Company will provide a copy of the Seniority List upon request by a Union Representative to Labour Relations. The list is to include any additions, deletions, or changes. The Seniority List may be updated at any time. The Company shall provide a copy of the updated list. The Union will have final approval of the seniority.
- (d) A copy of the most recent list is to be posted on the Union Bulletin Board and is not to be removed until replaced by a corrected or new list.

- (e) Seniority between employees hired on the same date shall be determined by a lottery.

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 a pilot 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 eighteen (18) months;
5. If off work due to illness or accident for a period equal to 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 180 days following their promotion. If a Pilot is seconded to a position outside the bargaining unit, the period shall be extended to a total of 1 (one) year. During that time period they may return to their former position in the bargaining unit without penalty. Following the completion of 180 days in a management position, these employees will be able to return to the bargaining unit at the salary and benefits appropriate to their years of service, but will have seniority accrual revert to new hire. Those employees may not displace current employees upon return to the bargaining unit.

## **ARTICLE 16 PROBATION PERIOD**

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 period of six (6) months will commence from the employee's first operational shift.

## **ARTICLE 17 LAYOFF AND RECALL**

- 17.01** In cases of layoff and recall where the employee has the ability, qualifications, competence, and skill 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** An employee given notice of layoff may utilize his seniority to displace the most junior full-time employee in a classification with the same (Captain to Captain) or lower (Captain to First Officer) job rate provided the employee has the necessary ability and qualifications and provided the employee has greater seniority than the employee whose position is being claimed.
- 17.04** An employee, who elects to use his seniority as in paragraph 17.03 above, shall receive the rate of pay for the position, which he secures.
- 17.05** Notice of lay-off shall be given to an employee and the Union fourteen (14) calendar days in advance of the lay-off.
- 17.06** In the event of recall, positions will be filled in the reverse manner to the layoff. If the employee(s) original base, or aircraft and status are not available then the employee will be offered any open position, in their classification, but has the option to accept or decline the offer. The employee will stay on the layoff recall list for a period of eighteen (18) months. It is understood that a recertification process would be agreed upon for members who no longer hold their previous licenses. The Employer will only be obligated to provide one (1) attempt at recertification.
- While on layoff, bargaining unit members may refuse up to one (1) position recall. Notice of refusal must be given within seven (&) calendar days.
- 17.07** 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 SHIFT PERIOD**

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

A pilot will be ready and fully prepared to work at the commencement of his shift.

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

**18.02** The Duty day shall mean the maximum allowable hours of work as regulated by Transport Canada under the Canadian Aviation Regulations. The normal shift will be 12 hours, with a maximum of 14 hours of duty. Duty day may be extended in accordance with the Canadian Aviation Regulations and Management's approval.

## **ARTICLE 19 DUTY OUT COMPENSATION**

**19.01 (a)** If a pilot duties out in a place other than their home base, the employee will be paid regular time until the end of the scheduled shift and time and one half (1.5) for any subsequent hours worked past the regular shift, plus an additional hour at time and one half (1.5). The employee shall receive eleven (11) hours free from duty starting at shut down to report time, which is considered adequate time for transportation to and from the hotel, time for meals, personal hygiene and eight (8) hours of prone rest. The Pilot in Command will advise if the eleven hours does not meet the requirements of the CARs.

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

**19.02** If an employee incurs a financial loss on scheduled time off due to a duty out then the Company will reimburse the employee for the

loss. Reimbursement will be subject to proof that a financial loss was booked prior to the duty out. Financial loss includes:

- (a) Travel change or cancellation fees on scheduled time off; or
- (b) Non-refundable travel arrangements; or
- (c) Tickets for events on scheduled time off; or
- (d) Additional childcare with receipts; or
- (e) Medical appointment cancellation fee with receipts.

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

## **ARTICLE 20 SHIFT FILLING**

**20.01** All shifts will be filled in the following hierarchy:

- 1. Yearly schedule
- 2. On-call
- 3. Voluntary on-call
- 4. Overtime
- 5. Management flying
- 6. Reassignment
- 7. Draft

**20.02** The Company will construct a pilot schedule based on the following rotation four (4) shifts On, followed by four (4) shifts Off.

**20.03** All overtime shifts will be awarded by seniority basis within a classification, unless suitable employees from that classification are not available. Failing finding a suitable candidate for the overtime shift in question, the lowest seniority pilot shall be assigned the overtime.

**20.04** Employees contacted by scheduling for an overtime shift will be given forty-five (45) minutes to return a missed call. Scheduling will contact the first available person via seniority. They will continue down the seniority list until a person indicates that they will take the shift. The shift will be awarded forty-five (45) minutes after scheduling initially places the first call, to the most senior available pilot. Scheduling will notify each subsequently called employee of the time the most senior employee was called, and the amount of time remaining for that employee to accept the shift. (Time information shall be included on voicemails). Scheduling may

immediately award an overtime shift if an open shift occurs within four (4) hours, of a shift start time, provided the pilots are called in seniority.

**20.05** If a shift will go unstaffed, after offering overtime to the pilot group, a management pilot may be assigned the shift.

**20.06** If an employee accepts a voluntary overtime shift and it is cancelled by the Company, then the Company will compensate the employee as follows:

- (a) If the overtime shift is cancelled anytime within ninety-six (96) hours of the shift start time, the employee will be paid four (4) hours at one and one half (1.5) times his regular rate of pay. Outside of this period, activities shall remain “status quo” with no payment.

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

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

**20.07** Outside of 30 days, days off in a schedule assignment, or line may be changed, however in no case will such change reduce a planned vacation period, including associated days off

Days off in a schedule assignment, or line, may not be changed within 30 days without the consent of the pilot. Should a pilot consent to a schedule change within 30 days he will receive one and one half (1.5) times his regular hourly rate of pay for the first day of schedule change.

Days off in a schedule assignment, or line, may not be changed within 96 hours without the consent of the pilot. Prior to requesting a change, Article 20.01 all points should have been attempted in order to fill the shift(s). Should a pilot consent to a schedule change within 96 hours he will receive one and one half (1.5) times his regular hourly rate of pay for the schedule change.

### **20.08 Shift Trades**

The Company will not unreasonably deny two (2) pilots from trading shifts if the operation will not be affected and with the employer's approval.

### **20.09 Reassignment**

Pilots may have their day shifts reassigned to night shifts, or their night shifts reassigned to day shifts on the same calendar day. The

Company will give ninety six (96) hours of notice of a change of one shift or block of shifts. If the company fails to give ninety six (96) hours notice, any shift that has not had 96 hours notice of change will be at one and one half (1.5) times the employees hourly rate.

If within 96 hours of the start of a shift a Pilots Day shift or Night shift is changed to an on-call shift and subsequent to the change is activated on a different shift than what his original shift was (i.e. day or night) he will be paid one and one half times (1.5) his hourly rate for the activated shift.

#### **20.10 Draft**

Assigning overtime to the least senior available bargaining unit member at their base.

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

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

Current duration of a shift is twelve (12) hours per day.

2080 hours will represent the yearly normal maximum for hours worked.

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

**21.03** A Pilot will be paid (1.5) times their hourly rate for any time worked that goes over this amount.

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

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

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

(a) Straight time rate for regularly scheduled shifts.

(b) For all hours worked past 12 hours at one and one half (1.5) times regular rate of pay. Pilots who have a subsequent late start due to a previous shift overrun will receive straight time pay for all time that extends beyond normal shift time, but will receive 1.5 times pay for hours actually worked beyond twelve (12) hours (12 hours on duty).

(c) When asked to work a regular shift or portion of a regular shift



on a day off, a pilot will be paid at one and one half (1.5) times his regular pay for the entire shift.

- (d) If requested to travel on a day off, an employee shall be paid for all such hours of travel at one and one half (1.5) times regular rate of pay, with a minimum guarantee of eight (8) hours, beginning one (1) hour prior to departure time and ending thirty (30) minutes after actual arrival time.

NOTE: System Floater Pilots will be compensated for travel on a day off as per Article 23.02 (a)

- (e) If a training day falls outside a regularly scheduled work day, the pilot shall be paid overtime, with a minimum 8 hours. If the training day falls on a scheduled work day, the pilot shall be paid at his regular wage for the duration of the regular shift, then overtime.

**21.07** The Company will construct a schedule with four (4) shifts on and four (4) shifts off. The Company will make every effort to avoid any pilot being scheduled for more than six (6) in a row or more than four (4) nights in a row. Each base unit will determine by vote the day and night shift rotation. The Company will meet with OPEIU to consider alternative shifts that will be mutually beneficial. These meetings will be attended by representatives of OPEIU and from the Company; COO, DFO, Director LR, and Director Workforce Planning. These meetings will take place prior to the construct of the vacation schedules and pattern with a view to meeting the needs of the pilots as represented by the OPEIU and the Patients of Ontario that we serve.

## **ARTICLE 22 ON-CALL SHIFTS**

**22.01** A pilot scheduled for an on-call shift shall be available for two call-in periods, each starting one and a half (1.5) hours prior to the normal shift start time and ending thirty (30) minutes after normal shift start time. (e.g. Normal shift 0700-1900 and 1900-0700; the call-in windows shall be 0530-0730 and 1730-1930).

**22.02** A pilot will be expected to be near a phone with which they can readily and immediately be reached and be informed of a call-in during the on-call period. The pilot will be expected to arrive at base to start the shift at normal shift start time or within one (1) hour of call-in, whichever is later.

- (a) When covering scheduled shifts, flight duty time commences at the regular shift start time respective to each base.
- (b) When repositioning aircraft or other non-scheduled flying, flight

duty time commences upon logging into work.

- 22.03** The on-call pilot will be paid a minimum of twelve (12) hours and any overtime will be paid as per Article 21.06 (b).
- 22.04** A pilot may elect to notify the company of their desire to be contacted for an assignment during an on-call shift, outside of the two call-in periods and the Company will immediately notify a pilot of an upcoming assignment. Such pilot shall be responsible to advise the Company of their preferred method of contact (phone, text, email). Such notification shall be in writing for each semi-annual period and will continue unless notified otherwise (October 15 and April 15).
- 22.05** A pilot may elect to notify the company of their willingness to accept a partial shift assignment outside of the call-in periods. Such pilot shall be responsible to advise the company of their preferred method of contact (phone, text, email). Such notification shall be in writing for each semi-annual period and will continue unless notified otherwise (October 15 and April 15). Such partial shifts shall be considered full shifts and paid in accordance with 21.06 (c) above.

## **22.06 Voluntary On-Call**

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

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

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

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

	0700		1900		0700
	<b>Day Shift</b>		<b>Night Shift</b>		
0530-0730	Voluntary Call Period Only	1730-1930	Voluntary Call Period Only		

## 22.07 Calls in Quiet Period

Employees who do not wish to be called during the hours of 2200 to 0600 shall advise the Company in writing of such a request. Once on this list, it is the employee's responsibility to advise management in writing of their wish to be removed. Does not apply to employees On Call.

Subject to operational requirements, the Company will endeavour not to call the employee during these hours.

## ARTICLE 23 CLASSIFICATION

**23.01** Shall mean Fixed Wing Captain or Fixed Wing First Officer.

### **23.02 Pilot Categories:**

#### **(a) System Floater Pilots:**

The company may choose at its sole discretion to designate and fill up to two (2) System Floater Pilot positions. Existing Captains or Captain eligible First Officers will not be required to fill these positions, as these positions will be filled on a voluntary basis.

A System Floater Pilot is a full time permanent Captain who resides in Ontario and will be floated to a Fixed Wing Base for each rotation of shifts.

A System Floater Pilot will work a rotation eight (8) days on and eight (8) days off. Travel days to/from the assigned float base may be on the day immediately before or the day immediately after the 8 days on shift, but not both. The Company will make every effort to avoid any System Floater Pilot being planned to work more than four (4) night shifts in a row.

A System Floater Pilot will be scheduled for a maximum of four (4) on-call shifts away from home per rotation. In the event that travel to an operational base for a shift assignment is not required during all or a portion of the eight (8) day work rotation a pilot must be available for on-call duty each day during the normal on-call windows for assignment for travel to a shift assignment. In such cases, a Pilot will be required to be available to report to his assigned hub airport for check in no less than one and a half hours (1.5) from the call for the assignment.

System Floater pilots vacation allotment will be paid out 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**. Vacation allotment will be based on length of employment and is calculated as per Article

34. System Floater Pilots may protect three (3) periods of eight (8) days off during the year where they will not be required to travel on their normal eight (8) days off, as long as those periods or part periods are not during July or August.

The Company will pay travel costs to the assigned base for each rotation to/from one of the following hubs: Toronto, London, Ottawa, Sudbury.

The company will pay for accommodation during assigned rotations. When floated to an Operational Base System Floater pilots will be paid standard per diems and overnight allowance for the 8 day shift rotation and on travel days or portion thereof.

System Floater Pilots who are required to travel on their normal eight (8) days off will be paid at time and one half (1.5) their regular hourly rate of pay for actual travel hours, with a minimum guarantee of four (4) hours.

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

**24.01** When a vacancy for a permanent position or temporary position occurs, the Company will post a notice to the pilot group for seven (7) calendar days and forward a copy to the Union Chairman setting out the following information with respect to the vacancy:

- (a) Status
- (b) Base
- (c) Equipment involved
- (d) Effective date

**24.02** All permanent and temporary positions will be filled on a seniority basis on candidates deemed acceptable by the Employer.

If new equipment is anticipated the company will post a notice to the pilots a minimum of thirty (30) days in advance so that pilots can change their LOP's.

Within thirty (30) calendar days of the closing of a position bid the company will notify the successful candidate that they have been awarded the position.

If the Company receives no internal applications for the pilot vacancy, or no applicant meets said requirement the Company may hire a new pilot to fill the position.

### **24.03 Awarding Temporary Positions**

Position vacancies will be considered temporary under the following conditions:

- (a) When the company designates that a requirement for additional pilots at a base is for a period of six (6) calendar months or less
- (b) When a vacancy is created by sickness or granting a LOA provided that the illness or LOA is not expected to last more than six (6) calendar months
- (c) Vacancies resulting from maternity and parental leaves will be deemed temporary for the term of such leave.

When a temporary position remains in effect after six (6) calendar months (except for leaves granted under the Canada Labour Code), or it is determined that such a position will last for more than six (6) calendar months, the reasons, for the temporary position shall be discussed with the union.

When a temporary position ceases to exist the pilot holding the position will return to their original position.

### **Selection**

The Company shall select from among candidates technically suitable, ie such as, not failure to qualify, not on probation, not under review, the senior qualified employee as indicated below:

- (a) Captain as qualified
- (b) First Officer as qualified

## **24.04 Salary Adjustment**

The Company will pay the rate of pay for the position upon:

- (a) Being awarded the position through a standing preferential bid (SPB), and
- (b) Successful completion of all training requirements, including line familiarization, and
- (c) Being released to the flight line for duty or assignment.

## **24.05 New Base Awards**

New base positions will be filled using all of the above criteria. No pilots will be hired from outside the company to fill positions at new bases unless, there are no current pilots who have applied for a base transfer.

NOTE: Seniority will be defined as date of hire.

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

**25.01** The term failure to “Qualify” shall mean any of:

- (a) Failure of the actual PPC after completion of the full training syllabus; or,
- (b) Failure to successfully complete Line Indoctrination; or,
- (c) Failure to pass a Line Check; or,
- (d) Failure to pass an Initial or Recurrent Ground School; or,
- (e) Failure to receive a recommendation for a PPC after completion of full training syllabus; or,
- (f) Substandard flight line performance.

Subsequent training after a failure as described herein may be scheduled by the Company at its discretion following an examination of the reason(s) for the failure and discussions with the Pilot involved. The Pilot shall be afforded a reasonable opportunity to consult with the Union.

A Pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Training Pilot and Check Pilot, if available.

The first time a Pilot fails to qualify he may be held out of service without pay. The affected Pilot shall be provided with training for up to two (2) additional hours, and re-qualified as quickly as practicable.

A Pilot who fails to qualify may be scheduled to re-qualify on a day off, at the Company’s discretion. These days shall not be subject to premium pay.

**25.02 PPC/IFR Renewal and Continued Qualifications**

A Pilot requiring or failing to Qualify, during any phase of work or training, shall be provided with one (1) additional hour of training (or more at the discretion of the Company) in the areas graded as unsatisfactory, as scheduled by the Company in consultation with the Pilot.

Failure to qualify after a second (2nd) check ride shall in a meeting amongst the Company, the Pilot and a Union Representative(s), to discuss the Pilot’s employment status with the Company.

**25.03 Position and Equipment Upgrades**

A Pilot who fails to demonstrate the required proficiency during his upgrade check ride shall be subject to the following:

- (a) A Pilot may elect to receive additional training in areas graded as unsatisfactory, and a second (2nd) check ride. These shall be scheduled by the Company in consultation with the Pilot.
- (b) A Pilot who fails to qualify and who subsequently is to receive additional training shall have the option of having such training and flight test done by a different Training Pilot and Check Pilot, if possible.
- (c) Should the Pilot elect to receive additional training and a second (2nd) check ride, and fail, his case shall be reviewed by the Company, and he shall be advised in writing within thirty (30) consecutive calendar days of his future employment status with the Company.
- (d) Should the Pilot not elect to receive additional training and a second (2nd) check ride, he shall be returned to his prior position as long as it is available. If his previous position is not available he shall have the option of:
  1. Returning to his previous status and equipment at a different base of his choosing, if one (1) is available; or
  2. Being placed on Leave of Absence (LOA) without pay until such time that there is a vacancy in his previous status and equipment at any base.

Should a Pilot revert back to his previous position, he shall not be eligible to bid on an upgrade position for twelve (12) consecutive months unless approved earlier by the Company.

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

## **ARTICLE 26 SUPERVISORY AND MANAGEMENT FLYING**

**26.01** Bargaining unit work will be performed by bargaining unit members. The Management Pilots can be scheduled to maintain currency and to perform managerial supervision of bargaining unit pilots. Management pilots may also be used to fill in where a shift would be unstaffed, provided that overtime has first been offered to bargaining unit pilots. Should any of these displace a bargaining unit pilot, the bargaining unit pilot will be paid for the shift as though the pilot had worked the shift.



**ARTICLE 27  
BEREAVEMENT LEAVE**

**27.01 Bereavement Leave with Pay**

For the purposes of this clause, immediate family is defined as 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, and relative permanently residing in the employee's household or with whom the employee permanently resides.

- (a) When a member of his or her immediate family dies, an employee shall be entitled to a bereavement period of thirty-six (36) hours consecutive shifts off with pay. In addition, the employee may be granted up to twenty-four (24) hours leave for the purposes of travel related to the death.
- (b) An employee is entitled to up to twenty-four (24) hours consecutive bereavement leave with pay for the purpose related to the death of his or her grandparent, spouse's grandparent, grandchild, spouse's grand children, son-in-law, daughter-in-law, brother-in-law or sister-in-law.
- (c) 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 paragraph (a) or (b) of this clause, 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.
- (d) 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 pay for a period greater than that provided for in paragraph 27.01 (a) or (b).

**ARTICLE 28  
JURY & WITNESS DUTY**

**28.01 Jury Duty**

The Company will hold open the job of any employee who is required to attend Jury Duty. Employees who perform Jury Duty receive a nominal amount from the Government for this public service. The company will pay the difference between this nominal amount and the employee's regular rate of pay if the employee is

scheduled to work on such a day. The Company will not assist the employee to obtain deferral of Jury Duty.

## **28.02 Witness Duty**

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

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

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

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

# **ARTICLE 29 MATERNITY / PARENTAL LEAVES**

## **29.01 Maternity Leave**

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

**29.02 Employees will be paid 100% of their salary during the first two (2) weeks of their maternity leave.** Employees who are eligible for Employment Insurance (EI), Ornge Global Air will top up the EI payment to a total of 93% up to a maximum of fifteen (15) weeks based on the rate of pay they receive on the last day of work, prior to the start of the leave. The employee shall receive any scheduled

progression on the wage grid or amended wage rates upon their return.

**Procedure:**

- (a) An employee wishing to take maternity leave shall give their immediate supervisor/manager two (2) weeks written notice before the day the leave is to begin.
- (b) EI benefits are payable from eight (8) weeks prior to the scheduled date of birth up to seventeen (17) weeks after the expected date of confinement whichever is greater.
- (c) An employee, who is ill prior to the estimated date of delivery and is required to commence leave prior to the estimated delivery date, is entitled to paid sick leave, upon providing her immediate supervisor with a medical certificate from a duly qualified practitioner that a medical condition exists to warrant early leave. The terms of the Sick Leave Policy shall apply.
- (d) Ornge Air will continue to pay Ornge Air's share of benefit premiums for the duration of the employee's leave.
- (e) The employee should contact the Human Resources Department to make arrangements to remit her share of any premiums or the full premium for non-eligible benefits to be paid while she is on maternity leave.
- (f) Employee's who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.
- (g) The employee will return to a comparable job upon return to work.

**29.03 Parental Leave**

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

**29.04** 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.

**29.05** Parental leave ends thirty-five (35) weeks after it begins for an employee who takes maternity leave and thirty-seven (37) weeks after it begins for an employee who did not take maternity leave or on an earlier day if the employee gives direct supervisor/manager at least four (4) weeks written notice of that day.

- (a) Notwithstanding circumstances beyond and 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.

### **Compensation during Parental Leave**

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

Up to a maximum of fifteen (15) additional weeks, payment equivalent to the difference between the sum of weekly Employment Insurance (EI) benefits that the employee is eligible to receive and any other earnings received by the employee and ninety-three (93%) percent of the actual weekly rate of pay which he or she was receiving on the last day worked prior to the commencement of the leave. The employee shall receive any scheduled progression on the wage grid or amended wages upon their return. Employees do not accrue personal days while on parental leave.

### **Return to Work**

Employees returning to work from parental leave will return to the job they left.

## **ARTICLE 30 SHORT TERM SICK LEAVE PLAN**

### **30.01 Sick Day Bank**

Upon hire an employee will earn one (1) shift for every month of active service to a maximum of 8 shifts.

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

### **30.02 Short Term Disability Bank**

On January 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 until the bank is depleted at which point the Company's Short Term Disability Insurance Program will take over, or he is ready to return

to work.

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

### **30.03 Long Term Illness or Injury**

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

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

### **30.04 Modified Duties**

Where able, the Company will provide modified duties.

### **30.05 Sick Notes**

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

## **ARTICLE 31 INJURY WHILE ON DUTY**

### **31.01 Injury While on Duty**

- (a) If an employee receives an injury while on duty then the employee will seek appropriate medical aid as soon as possible.
- (b) Management will be contacted at the earliest opportunity.
- (c) The Company will provide to the Joint Occupational Health & Safety Committee data relating to the type of injury, cause of injury, and what equipment or aircraft was involved. This data will be provided to the JOHSC every quarter.
- (d) The Company will be responsible for filling out appropriate WSIB forms.
- (e) The employee will be taken off line and every reasonable effort will be made to get the employee back to the employee's home base.

### **31.02 Quarantine**

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

### **31.03 Health & Safety**

The company recognizes its obligations to provide a safe, healthful working environment for the employees.

The Union recognizes its obligation to cooperate in maintaining and improving a safe and healthful work environment.

The parties agree to use their best efforts jointly to achieve these objectives and to comply fully with existing health and safety legislation.

The parties agree to abide by all provisions of **Canada Labour Code Part II**.

For mandatory Health & Safety meetings that are attended in person on a day off the Health & Safety Rep or designate will be paid the minimum four (4) hours at overtime rate.

## **ARTICLE 32 LEAVES**

### **32.01 Emergency Leave & Compassionate**

Compassionate and Emergency leaves will be granted without pay in accordance with the Canada Labour Code (CLC).

### **32.02 WSIB Leave**

Payment pending Workplace Safety Insurance Board (WSIB) adjudication

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

### **32.03 Religious Leave**

Employees observing religious holiday (other than any statutory holidays) shall notify Ornge Air twelve (12) months in advance and the employee shall arrange vacation to accommodate such leave.

**ARTICLE 33  
PERSONAL DAYS**

- 33.01** After one (1) year of service employees will be provided two (2) shifts as personal days. The days are to be scheduled off in full shifts according to the needs of the business. Personal days will not be accumulated.
- 33.02** The employee may schedule their personal days consistent with the annual scheduling and vacation bidding process. Once approved the personal day will be protected.

**ARTICLE 34  
VACATION**

**34.01 Vacation Schedule**

Annual vacation with pay will be granted to all pilots in accordance with the following schedule:

<b><u>Length of Employment</u></b>	<b><u>Vacation</u></b>
Less than one year.....	7 shifts, 84 hours prorated
One to four years .....	10 shifts, 120 hours
Five to ten years.....	13 shifts, 156 hours

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

- 34.02** The vacation year shall be January 1 to December 31.
- 34.03** Length of Ornge Air service shall be used to calculate vacation entitlements.
  - (a) **Less than one year** – prorated based on seven (7) shifts/eighty-four (84) hours. Prorated hours divisible by twelve (12) will be vacation shifts, the remaining hours will be paid as cash at the end of the year in which they are earned. The Company will provide available vacation days for selection by the employee. Should the employee not select available days they may be assigned by the Company or by mutual agreement be paid out for those shifts at the end of the year in which they are earned.
  - (b) **Milestone Year** – a pilot shall receive his vacation entitlement in the year in which he reaches his next Milestone.  
Example: Employee completes his fifth (5) year of service August 1st, 2014 he will be entitled to thirteen (13) vacation shifts for Vacation Year 2014.
  - (c) **Pay Recovery** – should an employee leave the Company any vacation taken and not yet earned will be recovered from their final pay.

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

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

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

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

**34.06** When an employee bids four (4) or more shifts of vacation in a row, essentially taking a complete block of vacation, the four (4) days immediately before and after will be protected as part of the vacation block.

Only one captain and one first officer (per aircraft at base) may select a specific vacation block per base.



**ARTICLE 35**  
**GENERAL HOLIDAYS**

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

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

\*Any other day proclaimed by Federal Legislation.

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

**35.03** A paid holiday will be calculated from the calendar day in which the shift commenced and holiday pay will be for the complete shift.

**35.04** General Holidays shall be paid as follows:

- (a) Should a General holiday fall on an employee's regularly scheduled day of work he shall be paid the following:  
12 hours stat pay paid at time and one half (1.5) per General Holiday in addition to their regular pay
- (b) Should a General Holiday fall on an employee's regularly scheduled day off he will be paid the following:  
12 hours stat pay per General Holiday in addition to their regular pay
- (c) If an employee bids a vacation day on a General Holiday that falls on an employees regularly scheduled day of work, he will be paid for his regular day of pay, his vacation day pay and 12 hours stat pay at straight time.

**ARTICLE 36  
EQUIPMENT LIST**

**36.01** The Company shall provide the following equipment to employees:

**Table: 36.01(a)**

<b>FIXED WING PILOT UNIFORM KIT</b>			
<b>Items:</b>	<b>New Hire Initial Allotment (units)</b>	<b>Point Value/Unit</b>	<b>Annual Replacement Allotment (per item)</b>
Flight Suits	2	240	240
Uniform Shirts (LS or SS)	4	25	100
Uniform Dress Pants (summer)	2	50	100
Long Sleeve Turtle Neck	2	30	30
Tie (Clip On)	2	10	10
Belt	1	20	20
Epaulettes	2	10	0
Set of Wings	1	NA	0
Baseball Hats	1	10	10
Toque	1	10	10
Winter Gloves	1	20	20
Thermal Underwear	1	15	15
3:1 Jacket	1	240	80*
Parka (Canada Goose)	1	600	150*
Flight Bag	1	60	20*

\* Subject to conditions of Article 36.02(b.)

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

**Table 36.01(b)**

<b>Optional Items:</b>	<b>Point Value</b>
T-shirt (moisture wicking - poly/cotton)	15
T-shirt (cotton)	10
Golf Shirt (poly/cotton)	25
Uniform Dress Pants (winter)	70
Sweater	50
Scarf	20
Headset (Company Issued)	1
Winter Boot Allowance	\$150.00
Shoe Allowance	\$200.00

- (a) The employer will provide a noise cancelling headset to each employee. Headset replacement will be at the sole discretion of the employer.

- (b) Employees shall wear issued uniforms in such a manner as prescribed by the Company.
- (c) Subject to 36.01(e), uniform items and accessories supplied by the Company at no cost to the employee, under Article 36.01, shall remain the property of the Company and must be surrendered on request.
- (d) Each Winter Parka, flightsuit, and 3:1 Jacket (hereafter; "item", for Article 36.01(d)) will belong to the Company. If the Employee leaves the employ of the Company during that period, each item must be returned with only normal wear and tear. Each item not returned by the employee's last day of work, will be reconciled from employee's last pay, at the issued cost.

Pilots with over 1 year of service at the effective date of this agreement who were issued a Parka prior to the effective date of this agreement 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.
- (f) All footwear allowances require submission of receipts for reimbursement.

**36.02** New hire employees will receive the initial uniform allotment and each calendar year thereafter, employees shall be awarded the number of points corresponding to the Max Annual Replacement Allotment column in the above table.

- (a) Annual Uniform Point Allotments expire at the end of the year;
- (b) Parkas may be only be replaced once every 4 years; 3:1 jackets and flight bags may only be replaced once every three (3) years, unless damaged beyond normal wear and tear, and at the Company's discretion.
- (c) Employees will be allowed to purchase additional items beyond those items initially provided in their uniform kit at the same dollar cost as the Company.
- (d) At an employee's discretion, yearly awarded points will be used to add or replenish uniform items listed above on an as needed basis. Employees will be allowed two (2) yearly shipments from the uniform provider. Subsequent 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.

- 36.03** 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.
- 36.04** Where practical, as determined by the Company, laundering facilities and supplies will be provided by the Company.
- 36.05** Where practical, as determined by the Company, the Company will provide adequate and secure storage for all employees' equipment.

**ARTICLE 37  
LABOUR MANAGEMENT COMMITTEE**

- 37.01** 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.
- 37.02** 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.
- 37.03** 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.
- 37.04** 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.
- 37.05** 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.
- 37.06** Meetings with the Union shall take place at least annually. By agreement of the parties, the frequency of the meetings may be increased.
- 37.07** All meetings shall be held at a location and at a time determined by mutual agreement.

**37.08** Fulltime employees participating on 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.

**37.09 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.

**37.10** 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.

**37.11** The minutes of the meeting will be reviewed and signed by both Company and Union.

**ARTICLE 38  
NON-DISCRIMINATION**

**38.01** 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.

**38.02** 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.

**38.03** 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.

**38.04** The Company shall abide by the Canada Labour Code (CLC), the Canadian Human Rights Act, the Personal Information Protection and Electronic Documents Act (PIPEDA), and any other employment related statute, except where the Agreement provides for a greater benefit, in which case provisions of this Agreement shall prevail.

## ARTICLE 39

### DISCIPLINE

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

Disciplinary action, including discharge, will be just cause 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, if an employee of the Company, will be given time off with pay to attend the meeting/interview.

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 40**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**40.01 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.

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

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

**Step 3:**

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

The COO 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.

#### **40.03 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.

#### **40.04 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 COO 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.

#### **40.05 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 Flight Operations or his designate within twenty-one (21) days of the circumstances giving rise to the grievance. The DFO shall meet within fifteen (15) days thereafter with the Union to consider the grievance. If a final settlement is not completed within fifteen (15) days of such meeting, the grievance may be referred to arbitration.

#### **40.06 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 Human Resources 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.



#### **40.07 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.

#### **40.08 Arbitrator**

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

#### **40.09 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.

#### **40.10 Authority of Arbitrator**

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

#### **40.11 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 41 PAY PERIODS**

#### **41.01 Pay Periods**

Pay periods will be on a bi-weekly basis as determined by the Company.

#### **41.02 Direct Deposit**

Employees shall provide the payroll department with the required bank account information and will receive their pay via direct deposit

into their accounts 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.

The Company shall provide a quarterly statement of banked overtime and sick time.

#### **41.03 Pay Discrepancies**

Any confirmed pay discrepancies under one hundred (\$100.00) will be paid on the next regular pay. Any discrepancies one hundred (\$100.00) or over will have a separate cheque issued within three (3) business days of the confirmation of the discrepancy.

**41.04** The Company shall make available a record of banked sick time, personal days, vacation time and union days.

### **ARTICLE 42 OFFICIAL TEXTS & PRINTING**

**42.01** 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 43 OPENING, MOVING/CLOSING OF BASE OR LAYOFF**

**43.01** It is agreed that in the event that the company opens, closes or moves a base, the Company will meet ninety (90) days prior with the Union to discuss the issue.

**43.02** In the event that the Company request and employee relocate, the Company will provide payments as follows:

(a) Receipts must be provided to verify all relocation expenses. Reimbursable expenses may include but not limited to one (1) trip to the new location to locate accommodation, moving of household effects, storage, relocation travel and temporary accommodation at the new location. The reimbursement of such costs is subject to prior approval by the Director responsible for the program area.

(b) The maximum reimbursable amount for receipted relocation expenses is three thousand five hundred dollars (\$3,500.00) for a single person and five thousand five hundred dollars

(\$5,500.00) for a family. In the sole discretion of the Company, additional reimbursement amounts may be considered.

- (c) If, for any reason, an employee who has been reimbursed for relocation expenses ceases to be employed by the Company within six (6) months of the relocation, the employee will be required to repay the Company of a pro-rata basis.

## **ARTICLE 44 TRAVEL AND EXPENSES**

### **44.01 Per Diems**

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

<b>PER DIEMS</b>	
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.

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

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

- 44.02** During all overnights, the Company shall provide the following:  
Where practicable separate sleeping quarters and washrooms for each pilot will be made available.

### **44.03 Crew Ground Transportation**

In the event that overnight accommodations do not provide appropriate meal facilities, transportation costs for the flight crew may be provided to a suitable meal facility where practicable.

- 44.04** Where a crew room is not available at an FBO, away from home

base, the Company will attempt to arrange for the crew to utilize the following:

- (a) MTO
- (b) Nursing Station
- (c) OPP
- (d) Hydro Houses

**44.05** All preplanned hotel accommodations will be booked by the company. These accommodations will be paid by the Company.

**44.06** The Company will arrange and pay for all normal parking costs associated for the pilot to park at a pilots home base where parking is not provided free of charge.

#### **44.07 Transport Canada Medical Examinations**

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

The required annual or biannual examinations shall be conducted by any Transport Canada approved doctor. Pilots will be reimbursed for fees associated with medical examinations.

#### **44.08 Cost of Certificates or License Fees & Passports**

The Employer will reimburse the employee, upon production of a receipt for any government mandated certificate or license fees as required by the Employer.

The Employee will not be paid for time or expenses required to obtain such documents, unless such travel is required, away from the pilot's home base, with the Employer's approval.

### **ARTICLE 45 PRIVACY & SECURITY**

#### **45.01 Cockpit Voice Recorders**

- (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 C.V.R.'s against unauthorized removal and/or playback.

- (c) When any C.V.R. is removed from an aircraft as part of an incident or accident investigation, the removal must be brought to the attention of the Union, and all pilot crew members involved in the incident or accident, unless the company has been legally bound not to reveal the removal.

#### **45.02 Aviation Accident or Incident**

Where a pilot is removed out of service as a result of an aviation accident or incident, they shall not suffer any loss of pay or benefits pending a flight check, exam, examination or at the conclusion of the company's investigation. Where eligible, the pilot shall apply for the applicable disability or income replacement program with the assistance of the Human Resources Department.

### **ARTICLE 46 WAGES / ALLOWANCES / BENEFITS**

#### **WAGES**

**46.01 Pilots Wage Scale** – see Appendix “A”

#### **ALLOWANCES**

**46.02** Designation of Check Pilots, Line Indoctrination Captains, Flight Trainers and Ground School Instructors will be the sole responsibility of Management, with consultation of the Union.

- (a) ***Designated Check Pilots:*** will receive \$100.00 per check ride.
- (b) ***Designated Line Indoctrination Captains:*** will receive \$12.00 per flight hour when conducting the indoctrination, plus 2 hours briefing per shift.
- (c) ***Designated Flight Trainers:*** will receive an additional \$17.00 per hour for flight training hours plus 2 hours briefing per shift.
- (d) ***Designated Ground School Instructors:*** will receive \$12.00 hour for ground school instructing.

#### **BENEFITS**

#### **46.03 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). Upon successful inclusion into HOOPP, the parties will meet to negotiate the terms of transition into the plan.

- 46.04** The Company shall pay the cost of the Group Insurance Plan.
- (a) Increase the following Extended Health Care-Professional Service:
    - 1. Chiropractic to seven hundred and fifty dollars (\$750.00)
    - 2. Vision Care to include \$200.00 every two years for contact lenses. For the purposes of the coverage prescription contact lenses shall be considered medically necessary.
  - (b) Inclusion in a Long Term Disability Plan.
    - 1. Premiums to be paid by the employee.

## **ARTICLE 47 DEFINITIONS**

- 47.01 Displacement** – shall mean the removal of a pilot by the Company from any flight time duty to which he has been assigned so that the work which was to have been performed by the displaced pilot may be performed by another pilot.
- It is understood by both parties that displacement will cause no loss of pay for the pilot.
- 47.02 Flight Crew** – shall mean two pilots, one designated as Pilot in Command (PIC) and one designated as Second in Command (SIC).
- 47.03 Gender** – It is understood that any references contained within this Agreement to the masculine gender will also pertain to the feminine gender. Any references to the singular shall also pertain to the plural where appropriate
- 47.04 Pilot** – Reference to pilot shall mean Fixed Wing Pilot.

## **ARTICLE 48 LEGAL EXPENSES**

- 48.01** 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.
- 48.02** 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).

**48.03** A grievance arising from the application of this clause will begin at the final step of the grievance procedure.

**48.04** It is understood that this entire Article does not apply if the employee is involved in a legal action against the Company.

**ARTICLE 49  
TEMPORARY CONTRACT EMPLOYEES**

**49.01** Temporary Contract employees may be hired for a specific period of time, not to exceed 120 days, to fill vacancies for illness, or other leaves of absence or until a vacancy is filled and current bargaining unit members have been offered and refused overtime. An extension may be granted with mutual agreement by both parties.

Such employees will become members of the union, and will receive 14% in lieu of benefits and termination of such contract employees shall not be subject to grievance or arbitration.

**ARTICLE 50  
ILLEGAL STRIKES AND LOCKOUTS**

**50.01** In view of the orderly procedures established by this Agreement and provisions of the Canada Labour Code, the Union agrees that there will be no strike, slowdown, picketing by employees, work stoppage (either complete or partial) or other interruptions or interference with operations during the term of this Agreement. The Company agrees that there shall be no lockout by it during the term of this Agreement.

**ARTICLE 51  
DURATION**

The Agreement will remain in effect for a four (4) year period from March 1, 2017 to February 28, 2021 and shall continue automatically thereafter, unless either party gives to the other party written notice of the termination or desire to amend the Agreement, and shall continue in full force and effect.

Notice that amendments are required or that either party intends to terminate the Agreement will only be given during the period of not more than ninety (90) days prior to the expiry of said Agreement.

**SIGNED AT TORONTO, ONT. ON NOVEMBER 22, 2017**

**FOR THE UNION:**

*Paul Bohelski /S*

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Paul Bohelski  
Senior International Representative  
OPEIU

*Peter Orasi /S*

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Peter Orasi  
Chair OPEIU

*Jason White /S*

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Jason White  
Vice-Chair OPEIU

**FOR THE COMPANY:**

*Rob Giguere /S*

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Rob Giguere  
Chief Operating Officer  
& Deputy CEO

*Jeff Gariepy /S*

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Jeff Gariepy  
Director, Flight Operations, Fixed Wing

*Foster Brown /S*

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Foster Brown  
Chief Human Resources Officer

*Wade Durham /S*

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Wade Durham  
Director, Base Management

*Andre Fauteux /S*

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Andre Fauteux  
Director, Workforce Planning  
& Scheduling

*Ian MacLean /S*

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Ian McLean  
Director, Operational Logistics  
and Performance

*Meera Sharma /S*

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Meera Sharma  
Human Resources Business Partner



**LOU #1**  
**LIST OF ARBITRATORS**

Mr. Paul Bohelski  
Sr. International Rep.  
OPEIU Canada

Dear Mr. Bohelski:  
Re: List of Arbitrator

As per Article 40.00 the following list is identified as the initial list of arbitrators.

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

Yours truly,  
Foster Brown  
Director, Human Resources  
& Labour Relations

Received and Accept by:  
Paul Bohelski  
OPEIU  
Senior International Representative

**LOU #2  
TUITION REIMBURSEMENT**

CATEGORY: Tuition Reimbursement	
<b>POLICY #: 1.1.5</b>	
	APPROVAL DATE: April 2009
DEPARTMENT:	REVISION DATE(S):
APPLIES TO: All Regular Full-time Non-Union Employees:	APPROVED BY: Executive Management

**Policy Statement**

Ornge Air is committed to a work environment that encourages continuous learning as a means of maintaining a competent workforce which provides a high standard of service. Ornge Air is also committed to ensuring that employees have opportunities to upgrade their knowledge and skills so they can perform their jobs effectively. In support of this objective, Ornge Air provides tuition assistance to employees who wish to improve their competencies.

**Application**

This policy is applicable to all full-time employees with one years' continuous service at Ornge Air.

**Definitions**

Work related training/development: this applies to courses other than those offered internally by Ornge Air that:

- Provide skills and/or knowledge relevant to an employee's current position in the organization
- Provide skills and/or knowledge relevant to an employee's current or future position at Ornge Air in an employee's current or related field of work.

**Conditions**

The request for tuition reimbursement must be made prior to enrolling in the course and must be initiated by the employee.

Employees must attend courses on non-working time.

The course(s) requested must be work-related and consistent with the employee's career plans as discussed with their manager.

Courses must be delivered by a recognized institution (colleges, universities, business or technical schools).

Classroom programs, distance learning and correspondence courses are acceptable.

Reimbursement is contingent upon ***successful completion of the course***. Course materials, including books, exam fees, parking fees, etc. will not be reimbursed.

Tuition reimbursement is limited to a maximum of CDN\$1,000 per year per employee. The actual amount any one individual may receive will be based on the available budget, departmental business priorities, and the principal of equitable access to available funds and anticipated demand.

Request for tuition reimbursement must be approved by the employee's Manager, Director, Vice President and Vice President of Human Resources.

### **Implementation**

Funds for tuition reimbursement are budgeted by each division to meet the continuous learning needs of its employees.

Standard application tuition forms must be completed and submitted for approval to the employee's Manager, Director, Vice President and Vice President of Human Resources. The form requires employees to include a description of how the course contributed to their knowledge, competence and/or career development plans.

Employees must receive approval for a course before enrolling in order to be reimbursed. Reimbursement Request form is available on Lifeline.

To be reimbursed, employees are required to submit to their Manager, proof of attendance, a receipt for payment of tuition and evidence of successful completion, i.e. passing grade of the course in order to be reimbursed. The institution providing the course determines a passing grade.

### **Employment Obligation**

All employees receiving tuition reimbursement under this policy are obligated to remain in the employ of Ornge Air for a period of one year from the completion date of courses or repay the Ornge Air as described in the standard application form that is to be signed by the applicant and Ornge Air.

**LOU #3**  
**INTENTIONALLY LEFT BLANK**

**LOU #4**  
**MATERNITY & PARENTAL LEAVES**

The parties agree to meet to discuss and amend language to the Maternity and Parental Leave Article 29, in order to reflect and align with legislative changes while maintaining the current cost and benefits provided.

**LOU #5**  
**SHIFT PERIOD (ARTICLE 18)**

As a part of the ongoing review of operations to identify areas that could improve or enhance patient transfer logistics, Ornge has proactively researched the patient demand curve for the entire air ambulance system with a view to identifying areas of opportunity. These demand numbers have been reviewed as a system and have been broken down by requests per base and fleet.

The data is indicative from the Fixed Wing Patient Demand Curve that the total demand on the system is non-linear in nature. Specifically, it is evident that throughout the year the system demand is at its lowest patient transfers requested between the hours of 0200 hrs ET and 0600 hrs ET and it is at its highest between the hours of 0900 hrs and 2300 hrs ET. It is notable that while some demand for Air Ambulance service exists between 0200 hrs local and 0600 hrs local, that demand does not require all of the existing resources available in a linearly allocated Air Ambulance system on a continual 24 hour basis.

**Objectives**

Ornge and the OPEIU Fixed Wing Bargaining Unit have agreed to the implementation of a trial program for a period of one year with the following objectives:

- (a) Increase overall availability during the peak hours of demand later in the day
- (b) Utilize 1 asset and the related manpower and resources normally scheduled during the period 0200 to 0600 when the patient demand curve lessens significantly on a system wide basis to provide additional coverage during the peak, and
- (c) Better match asset number availability to provide the OCC with more alternatives during peak demand hours.

**Situation**

Ornge currently operates 4 lines of PC 12 availability on a continual 24 hour basis. The 24 hour lines are:

- (a) 1 x 24 hour line in Sioux Lookout operating a shift from 0600 hrs CT to 1800 hrs CT and one shift from 1800 hrs CT to 0600 hrs CT;
- (b) 1 x 24 hour line in Timmins operating a shift from 0700 hrs ET to 1900 hrs ET and one shift from 1900 hrs ET to 0700 hrs ET;
- (c) 2 x 24 hour lines in Thunder Bay operating shifts from 0700 hrs ET to 1900 hrs ET and from 1900 hrs ET to 0700 hrs ET.

As a consequence of discussions, the company and the union have agreed to a one year trial period within which the following will apply at Fixed Wing Bases:

For 3 months of the one year period, each operational line will be independently scheduled for a shift overlap providing a total of 24 hours of coverage versus two abutting shifts covering a continual 24 hour period. The overlap will ensure that a normal day shift continues to operate for that line at that base. The 12 hour shift scheduled end time will be no later than 0200 local time. (NB. – only one line of the four will be scheduled to overlap at a time.) The three months per line may be scheduled either consecutively or independently or any combination thereof.

Ornge will review the outcome of this adjustment to operating lines considering the effects on the overall system efficiency and patient transfer parameters.

This agreement shall extend for a period of one year from the commencement date of the trial and may be extended by mutual agreement by the company and the union.

**LOU #6**  
**BENEFITS**

The Company will change benefits for all Fixed Wing Pilots to Division 1 (OPSEU benefits) if and only if all employee groups represented by OPEIU including Fixed Wing Pilots, Rotor Wing Pilots, and AMEs agree to change their current benefits to the Division 1 benefits.

The following language would then replace Article 46.04:

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

All employees covered by this agreement shall be enrolled in and receive the benefits program as provided by Ornge in accordance with the Ornge benefit booklet.



## LOU #7

### WAGE SCALE & RETENTION BONUS

The parties agree to the following amendments to the current OPEIU FW CBA in recognition of current industry trends, the needs of the service and recognition of the common goal of the parties to ensure appropriate service to the Province and patients of Ontario.

#### Pay Scale

Captain Pay Scale to be amended; Captain Year 1 – 5 to become Captain Year 1;

Captain Years 6 thru 10 to become Captain Year 2 thru 6 as applicable.

These changes to be effective July 1, 2018.

New Captain Pay Schedule would be as follows:

Captain Pay Schedule						
	March 01, 2017	March 01, 2018	New Scale as of July 1, 2018	July 01, 2018	March 01, 2019	March 01, 2020
Captain Year 1-5	85,670.60	87,041.33	Captain Year 1	87,041.33	88,521.04	90,114.42
Captain Year 6	88,232.15	89,643.87	Captain Year 2	89,643.87	91,167.81	92,808.83
Captain Year 7	90,870.30	92,324.22	Captain Year 3	92,324.22	93,893.73	95,583.82
Captain Year 8	93,587.32	95,084.71	Captain Year 4	95,084.71	96,701.15	98,441.77
Captain Year 9	96,385.58	97,927.75	Captain Year 5	97,927.75	99,592.52	101,385.19
Captain Year 10	99,267.51	100,855.79	Captain Year 6	100,855.79	102,570.34	104,416.61

#### Retention Bonus - Captains

For Captains who are employed by Ornge as of December 31st 2018:

Step 1 Retention Bonus:

Step 1 retention bonus that will be paid out on December 31, 2019. The bonus consists of:

- \$1,000 per month for each completed full month of active service as a qualified Line Captain beginning on July 1, 2018 (total maximum amount payable to qualified Captains on December 31, 2019 of \$18,000 gross);

Step 2 retention bonus paid out on December 31, 2020. The bonus consists of:

- \$1,500 per month for each completed full month of active service as a qualified Line Captain beginning on January 1, 2020 to December 31st 2020 (total maximum amount payable to qualified Captains on December 31, 2020 of \$18,000 gross).

For Captains who become qualified after December 31st 2018:

Eligible for \$1,000 per month for the first 12 months of qualification and for \$1,500 per month for any remaining period until December 31st, 2020.

These amounts to be paid out December 31, 2019 and December 31, 2020 as applicable.

### **Retention Bonus – First Officers**

To be eligible for the retention bonus, Line qualified First Officers must be employed by Ornge as of December 31, 2018 and on the payroll as of December 31, 2019 – retention bonus of \$500 per month for each whole month beginning July 1, 2018 payable on December 31, 2020 or upon resignation from Ornge conditional upon providing minimum 90 days' notice of resignation.

In recognition of these changes, the current collective agreement is extended 1 year from March 1st, 2020 to Feb 28th, 2021 and Fixed Wing pilot wage scales shall be increased March 1st, 2020 by 1.8%.

### **Vacation**

Additionally Article 34.01 – Vacation Schedule greater than 10 years – vacation will be increased to 15 shifts (180 hours). This additional vacation will come into effect January 1, 2019 and considered in the 2019 vacation entitlements provided for vacation bidding.

The parties agree that they will endeavour to agree to a trial process that will deal with balancing shifts to 2080 hours. That process will include a portion of the shifts dropped in conjunction with the annual vacation bid and then a process to deal with awarding another portion of shift drops after the vacation bid.

### **Overtime Call-Out process**

The parties agree to finalize a revised overtime call-out process that will include long-term call-outs by Email and short term (inside 48 hours) call-outs mirroring the current process.

**MOU #1**  
**SHIFT FILLING – OVERTIME PROCESS**

To: Mr. Paul Bohelski, Senior International Rep, OPEIU  
From: Rob Giguere, COO, Ornge  
Date: July 25, 2018

As per Lou #7, the parties agree that the provisions of Article 20 Shift Filling will continue to apply, specifically Article 20.03 and Article 20.04, unless amended as noted below. These additions and amendments will take effect for shifts commencing August 1, 2018 and continuing until such time as the parties agree to any additional changes. Should issues arise the parties agree to meet to discuss and if agreement is not reached Article 20 will take precedence.

There will be two separate processes defined for overtime callouts.

- 1. Short Term Callout:** Will be defined as shift(s) which commence less than ninety-six (96) hours from the time of the callout. The normal provisions of Article 20.04 will apply to short term callouts.
- 2. Long Term Overtime distribution via Email:** Long term OT will be defined as shift(s) which commence greater than ninety-six (96) hours from the time of the email posting. An email posting will be sent to all eligible employees within the classification, showing shift(s) that are available for overtime. The email will state the date and time of the shift(s). Eligible employees will have 120 hours (5 days) from the time of the email to reply. Shifts will be awarded no later than 24 hours after the 120 hours. Shift(s) will be awarded by seniority basis within a classification. A pilot may be limited to two (2) Overtime shifts during any one block of days off. A pilot will have at least twenty-four (24) hours notice prior to shift commencement. Long term overtime shall not intentionally be deferred to promote the same callout being performed as a short term callout.

Note: the email will go to all eligible pilots even if you may be working on some of the days listed, ensure you check your schedule prior to responding.

The System Floater Pilot will not be included in the overtime callout unless feasible due to travel or other reasons.

**APPENDIX “A”  
FIXED WING PILOT WAGE SCALES**

<b>First Officer Pay Schedule</b>			
	<b>March 01, 2017</b>	<b>March 01, 2018</b>	<b>March 01, 2019</b>
<b>First Officer Year 1</b>	43,961.76	44,665.15	45,424.46
<b>First Officer Year 2</b>	44,621.18	45,335.11	46,105.81
<b>First Officer Year 3</b>	45,290.51	46,015.15	46,797.41
<b>First Officer Year 4</b>	45,969.86	46,705.38	47,499.37
<b>First Officer Year 5</b>	47,344.05	48,101.55	48,919.28

<b>Captain Pay Schedule</b>			
	<b>March 01, 2017</b>	<b>March 01, 2018</b>	<b>March 01, 2019</b>
<b>Captain Year 1-5</b>	85,670.60	87,041.33	88,521.04
<b>Captain Year 6</b>	88,232.15	89,643.87	91,167.81
<b>Captain Year 7</b>	90,870.30	92,324.22	93,893.73
<b>Captain Year 8</b>	93,587.32	95,084.71	96,701.15
<b>Captain Year 9</b>	96,385.58	97,927.75	99,592.52
<b>Captain Year 10</b>	99,267.51	100,855.79	102,570.34

**RETROACTIVE PAY, PAY SCALE AND  
STEP MOVEMENT, ONE TIME PAYMENT**

**Retroactivity**

- Wage rate increases will be applied to all earnings retroactively to March 1, 2017 for each employee on the seniority list as of ratification, which will be paid on the third full pay period following ratification.
- The applicable rate for these retroactive calculations shall be:
  - o For First Officers - years of service from date of hire; and
  - o For Captains - years of service as a Captain from date of qualification as a Captain.
- In both cases, the retroactive wage rate increases will be prorated if the step increases during the period from March 1st, 2017 to ratification date.

**Pay Scale and Years of Service Movement**

- Captains shall be placed immediately at their appropriate pay rate which corresponds with the years in service for which they are entering, based on their years of service as a Captain from date of qualification as a Captain and thereafter annually to their appropriate higher pay rate (if applicable) on the anniversary date of their qualification as Captain.
  - o For example: As of March 1, 2017, a pilot who qualified as a Captain on February 1, 2012 would have completed 5 years’ service and would be entering his 6th year, as such, he would be placed in Captain Year 6 on the pay schedule

- Captains who were on February 28, 2017 at less than Step 5, shall be placed in the Captain Year 1-5 rate and remain at this rate until the 5th anniversary date of their qualification as Captain at which time they will move to Captain Year 6 rate and thereafter annually on their anniversary date of Captain qualification.
- First Officers shall be placed in the appropriate First Officer Year rate which corresponds with the year in which they are entering, based on years of service as a pilot from date of hire and thereafter annually on their anniversary date of hire.

In cases where a Captain is downgraded to First Officer, he shall be placed on the First Officer's pay schedule as follows:

- (a) Pilots who are hired on or before January 30, 2014, shall be placed at Year 5 on the First Officer pays schedule.
- (b) Pilots who are hired after January 30, 2014, shall be placed at his current pay year on the First Officer pay schedule or placed at Year 5 on the First Officer pay schedule if he has 5 or more years of service.

### **One Time Payment**

Each pilot with one or more years of service at ratification shall receive with his or her retroactive pay a one-time payment equaling \$700 per full year of service with a minimum of \$1000. Pilots with less than one year of service at ratification shall receive this one-time payment on the first pay period after they have achieved one year of line service.

**APPENDIX "B"**  
**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