

COLLECTIVE AGREEMENT

BETWEEN:



AND

ORNGE AIR
Fixed Wing Pilots

Represented By:

OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
AFL-CIO & CLC



March 1, 2021 to February 29, 2024

15203-02

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TABLE OF CONTENTS

Section "A" Purpose of Agreement	1
Article 1 Preamble/Application	1
Article 2 Purpose of Agreement	1
Article 3 Recognition.....	1
Article 4 Employment Related Statutes.....	1
Article 5 Management Rights	2
Article 6 Maintenance of Standards	2
Article 7 Separability and Savings.....	3
Section "B" Union	3
Article 8 Representatives	3
Article 9 Information.....	3
Article 10 Bulletin Boards	4
Article 11 Union Memberships	4
Article 12 Payroll Deduction of Dues.....	4
Article 13 Union Introduction to New Hires	5
Article 14 Leave for Union Business	5
Article 15 Seniority.....	6
Article 16 Probation Period.....	7
Article 17 Layoff and Recall.....	7
Section "C" Scheduling and Training	8
Article 18 Shift Period	8
Article 19 Duty Out Compensation	8
Article 20 Shift Filling	9
Article 21 Hours of Work & Overtime	11
Article 22 On-Call Shifts	12
Article 23 Classification	14
Article 24 Staffing / Job Postings / Vacancies	15
Article 25 Training / Failure to Qualify	16
Article 26 Supervisory and Management Flying.....	17
Section "D" Leaves	18
Article 27 Bereavement Leave	18
Article 28 Jury & Witness Duty	18
Article 29 Maternity / Parental Leaves.....	19
Article 30 Short Term Sick Leave Plan.....	22
Article 31 Injury While on Duty	22
Article 32 Leaves	23

Article 33 Personal Days	23
Article 34 Vacation.....	24
Article 35 General Holidays.....	25
Section “E” General.....	26
Article 36 Equipment List.....	26
Article 37 Labour Management Committee.....	28
Article 38 Non-Discrimination	28
Article 39 Discipline	29
Article 40 Grievance and Arbitration Procedure	30
Article 41 Pay Periods	32
Article 42 Official Texts & Printing.....	32
Article 43 Opening, Moving/Closing of Base or Layoff.....	32
Article 44 Travel and Expenses.....	33
Article 45 Privacy & Security	34
Article 46 Wages / Allowances / Benefits.....	34
Article 47 Definitions.....	35
Article 48 Legal Expenses.....	36
Article 49 Temporary Contract Employees	36
Article 50 Illegal Strikes and Lockouts.....	36
Article 51 Duration	37
LOU #1 List Of Arbitrators.....	39
LOU #2 Tuition Reimbursement	40
LOU #3 INTENTIONALLY LEFT BLANK.....	42
LOU #4 INTENTIONALLY LEFT BLANK.....	43
LOU #5 Shift Period (Article 18).....	44
LOU #6 INTENTIONALLY LEFT BLANK.....	45
LOU #7 Wage Scale & Retention Bonus	46
LOU #8 Captain Qualified First Officer	48
LOU #9 INTENTIONALLY LEFT BLANK.....	49
LOU #10 Gender Neutral Language	50
APPENDIX “A” Fixed Wing Pilot Wage Scales	51
APPENDIX “B” Advance Request Waiver	53
MOS #2 New Benefits	55
MOS #6 Amendment To YXL Base Votes	59
MOS #9 Scheduling Rules and Vacation Bid Process (Revised November 2022)	63

**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 pilots 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 statutes 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 employees 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 pilots in the bargaining unit who have completed their probation period, for the purpose of assisting pilots 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 pilots in the Bargaining Unit:
- (a) Pilot'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 pilots 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 pilots in the bargaining unit shall become a member of the Union, and shall maintain their membership in the Union as a condition of their employment. A new pilot shall within thirty (30) days of the commencement of their employment become and thereafter maintain membership in the Union as a condition of their employment.

The Union will not require the Company to terminate the employment of a pilot because the pilot 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 pilots 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 pilot 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 pilot by the Company in such month. The company shall, because the pilot did not have sufficient wages payable to them 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 a pilot'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) pilots up to a membership of 75 and a total of three (3) pilots to a membership greater than 75 pilots. 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 pilot(s) regularly scheduled day of rest than the pilot(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 pilots 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 pilots 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 pilots to attend national executive meetings and conventions of the Union, and leave without pay for a specific period to a pilot 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 pilots 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 pilot, in writing, that they have been elected to a full-time office of the Union, the Company will grant leave without pay to the pilot 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 a pilot group up to 50, one shift per month off for a pilot group over 50 Pilots 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 pilot 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 pilots 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

A pilot 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 their seniority. Where a pilot is on vacation, leave of absence, or sick leave at the time of posting the Seniority List, they may protest within thirty (30) days of their 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

A pilot shall forfeit their seniority under any of the following conditions:

1. If they resigns from the Company;
2. If they are discharged for just cause;
3. If they fail to return from approved leave;
4. If they are 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 pilots 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 pilots upon return to the bargaining unit.

ARTICLE 16 PROBATION PERIOD

Newly hired pilots 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 pilot during their probationary period and the Company shall have the right to release such pilot without the union having recourse to the grievance and arbitration provision of this agreement. The period of six (6) months will commence from the pilot's first operational shift.

ARTICLE 17 LAYOFF AND RECALL

- 17.01** In cases of layoff and recall where the pilot 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 pilot with the least amount of seniority within their classification.
- 17.03** A pilot given notice of layoff may utilize their seniority to displace the most junior full-time pilot in a classification with the same (Captain to Captain) or lower (Captain to First Officer) job rate provided the pilot has the necessary ability and qualifications and provided the pilot has greater seniority than the pilot whose position is being claimed.
- 17.04** A pilot, who elects to use their seniority as in paragraph 17.03 above, shall receive the rate of pay for the position, which they secures.
- 17.05** Notice of lay-off shall be given to a pilot 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 pilot(s) original base, or aircraft and status are not available then the pilot will be offered any open position, *in their classification*, but has the option to accept or decline the offer. The pilot 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** A pilot 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 their 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.

18.02 The Duty day shall mean the maximum allowable hours of work as regulated by Transport Canada under the Canadian Aviation Regulations. A normal shift will be 12 hours, with a maximum of 14 hours of duty, except when a shift occurs inclusively over the hours of midnight and 0500 local time, in which case twelve (12) hours will be the maximum hours of duty. A duty day may be extended in accordance with the Canadian Aviation Regulations and Management's approval.

18.03 Duty day may be referenced in the CARS as "Flight Crew Member on Standby" for all scheduled shifts where the pilot reports to base for active duty.

ARTICLE 19 DUTY OUT COMPENSATION

19.01 Duty Out

(a) If a pilot duties out in a place other than their home base, the pilot 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).

(b) If the Pilot is on a scheduled day off, the Pilot will be paid a minimum of four (4) hours or actual hours worked at time and one half (1.5) their regular hourly rate, whichever is greater, from the end of the rest period until the pilot returns to base and completes all post flight duties.

(c) If a Pilot duties out prior to the start of scheduled days off and requests to return home, the Company will immediately make travel arrangements to get them back to their home base as soon as practicable via Company acceptable air carrier or ground transportation.

19.02 If a Pilot incurs a financial loss on scheduled time off due to a duty out then the Company will reimburse the Pilot 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 Pilot when a duty out is expected.

ARTICLE 20 SHIFT FILLING

20.01 All shifts will be filled in the following hierarchy:

1. Quarterly schedule
2. On-call
3. Overtime
4. Management flying
5. Reassignment

20.02 The Company will create and propose yearly schedule rotations, which meet the needs of the operation, to the Union membership. Each base will conduct a vote to select their yearly schedule rotation.

20.03 Drop Shifts

Drop shifts are provided to balance a pilot's schedule to no more than 2080 hours in a year. As the average number of planned shifts is 183 shifts per year, each pilot will be allocated ten (10) drop shifts reducing the average yearly scheduled shift count to 173 shifts. Each pilot is responsible for bidding their drop shifts during the quarterly draft schedule process, as provided below.

Pilots will have one (1) week from the issuance of the quarterly draft schedule to submit their requests for drop shifts. Workforce Planning and Scheduling (WPS) will then make any required adjustments and release the quarterly schedule to the training pilots at each specific base. The training pilots will have one (1) week to collaborate to backfill any vacancy in the schedule due to vacation, training and drop shifts. WPS will make any required adjustments and release the quarterly schedule no later than 30 days prior to the beginning of the quarter. The draft schedule will change in order to accommodate the requested drop shifts, however a night shift will not be placed before a drop shift where one did not exist in the published draft schedule. Pilots are not obligated to request drop shifts however pilots who do not submit drop shift requests within the defined timeline, will not be considered when building these shifts into the schedule and therefore are accepting to work all shifts as planned on the final distributed active schedule.

A pilot may bid two (2) drop shifts during the annual vacation bid. Also, a pilot may request up to two (2) drop shifts per quarter (may be 2 single or consecutive days) and once a year may request four (4) drop shifts in a single quarter (may be four single or consecutive days) in a single quarter. Drop shift requests cannot be made on the day before or on a statutory holiday (due to the difficulty in backfilling these shifts). Drop shifts may not be requested on planned training events.

The most senior base pilot will be awarded their requested drop shift(s). In Thunder Bay (790) a second pilot will also be awarded their requested drop shift(s), this will normally be the most senior First Officer, unless there are no First Officer requests, then it will be the second most senior Captain. All subsequent requests will be awarded in seniority order where operationally feasible (i.e., there is adequate coverage). If a pilot transfers bases, scheduling will attempt to honour their previously awarded drop shift(s) at the new base, subject to operational requirements.

Drop shifts that are not bid will be paid out at time and one half (1.5) at the completion of the calendar year, once WPS has reconciled the number of shifts worked and owed and on the pay period published by payroll, to a maximum of ten (10). New hire pilots (within the calendar year) will have their allotment of drop shifts pro-rated based on the first day of operational shift coverage.

20.04 All overtime shifts will be awarded by seniority basis within a classification, unless suitable pilots from that classification are not available.

20.05 There will be two separate processes defined for overtime callouts.

- (a) Short Term Callout: Will be defined as shift(s) which commence less than ninety-six (96) hours from the time of the callout.

Pilots 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 Pilot of the time the most senior pilot was called, and the forty-five (45) minute expiry time for that pilot to accept the shift. (Time information shall be included on voicemails). Scheduling may immediately award an overtime shift if an open shift occurs within two (2) hours of a shift start time, provided the pilots are called in seniority.

- (b) 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 pilots within their classification, showing shift(s) that are available for overtime. The email will state the date and time of the shift(s). Eligible pilots 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 System Floater Pilot will not be included in the overtime callout unless deemed feasible by the Company, due to travel or other reasons.

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

20.07 If a pilot accepts a voluntary overtime shift and it is cancelled by the Company, then the Company will compensate the pilot as follows:

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

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

It is understood that once an overtime 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 pilots work schedule.

20.08 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 they will receive one and one half (1.5) times their 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 they will receive one and one half (1.5) times their regular hourly rate of pay for the schedule change.

20.09 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.

20.10 Reassignment

- (a) 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 pilots hourly rate.
- (b) 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 their original shift was (i.e. day or night) they will be paid one and one half times (1.5) their hourly rate for the activated shift.

**ARTICLE 21
HOURS OF WORK & OVERTIME**

21.01 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 The Company shall provide, a rest period of ten (10) hours plus two (2) hours total travel time to and from a suitable rest facility for a maximum of twelve (12) hours time free from duty. The Pilot in Command will advise if the time free from duty does not meet the requirements of the CARs.

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 the rate of pay will be at one and one half (1.5) times the 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 their regular pay for the entire shift.
- (d) A scheduled travel day shall be considered a normal shift and paid at twelve hours (12) plus any applicable overtime at time and one half (1.5). Start time shall be based on required "check-in" time (domestic 1hr / international 2hrs) and will end thirty (30) minutes after actual arrival time.

If requested to travel on a day off, a pilot 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. Start time shall be based on required "check-in" time (domestic 1 hr / international 2 hrs) and will end thirty (30) minutes after actual arrival time.

- (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 their regular wage for the duration of the regular shift, then overtime.

- 21.07** Upon request from either party, the Company and the OPEIU shall meet to discuss any scheduling conflicts as they arise.

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 their 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 they are 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, they 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 pilot work schedule. Voluntary on-call shifts accepted and confirmed shall be excluded from the maximum number of on-call shifts.

Example of On-Call, Call-in Periods

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

22.07 Calls in Quiet Period

Pilots 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 pilot's responsibility to advise management in writing of their wish to be removed. Does not apply to pilots On Call.

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

ARTICLE 23 CLASSIFICATION

23.01 Pilot Classifications are defined as:

- (a) Captain
- (b) System Floater Captain
- (c) Captain Qualified First Officer (CQFO), and
- (d) First Officer

23.02 System Floater Captain (SFC)

- (a) The company may choose at its sole discretion to designate and fill up to six (6) System Floater Pilot positions. These positions will be filled using the preferential bid system, prior to considering an external posting.
- (b) A SFC is a full time permanent Captain who resides in Ontario and may be expected to travel to a Fixed Wing Base for each rotation of shifts.
- (c) A SFC will work a rotation of eight (8) days on and eight (8) days off to a maximum of 2080 hours a year. Travel days to/from the assigned float base may be on the day immediately before or the day immediately after the eight (8) days on shift, but not both.
- (d) The Company will not schedule SFCs to work more than three (3) night shifts in a row. SFCs may be scheduled to a maximum of four (4) on-call shifts per work 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 the SFC must be available for duty each day for travel assignment or a shift assignment. In such cases, the SFC will be required to be available to report to their assigned hub airport for check in no less than one and a half hours (1.5) from the call for the assignment.
- (e) SFCs may bid two (2) blocks of four (4) shifts off as vacation by seniority, not to be bid consecutively. SFC are restricted from bidding vacation during July and August. SFCs will bid vacation against other SFCs by seniority. Only one (1) SFC will be permitted to be on vacation at a time. Vacation will be bid at the same time as the rest of the line pilot group. Vacation will be bid in full blocks of days at the beginning or end of a block.
- (f) Any additionally owed vacation will be paid out at the end of the vacation year for which it was earned. SFCs with less than one (1) year of service entitlement will have their vacation paid out at the end of the vacation year for 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.
- (g) 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.
- (h) The Company will pay travel costs to the assigned base for each rotation to/from one of the following hubs: Toronto, London, Ottawa, Sudbury, and Thunder Bay. When floated to an operational base, unless that base is also the pilot's home hub (i.e., Thunder Bay) the company will pay for accommodation during assigned rotations and SFCs will be paid standard per diems and overnight allowances for the shift rotation including travel days or portion thereof.

- (i) In the event that Ornge cancels this article, the SFC will return to their former base and position. Where the SFC position has been filled using an external posting, the Float Pilot will be moved to the next available open position. In any case no pilot shall lose wages, benefits or seniority due to the cancelation of this article.
- (j) SFCs will be paid for travel days in accordance with Article 21.06 (d).

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 pilot 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 they 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 their 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, their case shall be reviewed by the Company, and they shall be advised in writing within thirty (30) consecutive calendar days of their future employment status with the Company.
- (d) Should the Pilot not elect to receive additional training and a second (2nd) check ride, they shall be returned to their prior position as long as it is available. If their previous position is not available they shall have the option of:
 - 1. Returning to their previous status and equipment at a different base of their 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 their previous status and equipment at any base.

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

25.04 No pilot 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 pilot), child (including child of common-law spouse), stepchild or ward of the pilot, father-in-law, mother-in-law, and relative permanently residing in the pilot's household or with whom the pilot permanently resides.

- (a) When a member of their immediate family dies, a pilot shall be entitled to a bereavement period of thirty-six (36) hours consecutive shifts off with pay. In addition, the pilot may be granted up to twenty-four (24) hours leave for the purposes of travel related to the death.
- (b) A pilot is entitled to up to twenty-four (24) hours consecutive bereavement leave with pay for the purpose related to the death of their grandparent, spouses grandparent, grandchild, spouses 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 a pilot is bereaved in circumstances under which they would have been eligible for leave under paragraph (a) or (b) of this clause, they shall be granted leave, and their 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 pilot who is required to attend Jury Duty. Pilots 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 pilot's regular rate of pay if the pilot is scheduled to work on such a day. The Company will not assist the pilot to obtain deferral of Jury Duty.

28.02 Witness Duty

A pilot 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 pilot 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 pilot:

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

28.03 Court of Law/Inquest/Transport Canada Hearing

Where a pilot is required by subpoena to attend a court of Law, Inquest or Transport Canada Hearing, in connection with a case arising from the pilot's duties at the Company, on their regularly scheduled day off or during their regularly scheduled vacation, the Company will reschedule the pilot'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

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

Maternity Leave Compensation:

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

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

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

Procedure:

- (a) A pilot wishing to take maternity leave should give their immediate supervisor/manager six (6) weeks written notice where possible before the day the leave is to begin.

- (b) Under the *Employment Insurance Act (Canada)* EI maternity benefits are payable from twelve (12) weeks prior to the expected due date and up to seventeen (17) weeks after the expected due date or date the pilot gives birth, whichever is later.
- (c) A pilot, 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 their immediate supervisor with a medical certificate from a duly qualified practitioner that a medical condition exists to warrant early leave. The terms of the Sick Leave Policy shall apply.
- (d) The Company will continue to contribute its share of benefit premiums for the duration of the pilot's leave of absence.
- (e) The pilot should contact the Human Resources Department to make arrangements to remit their share of any premiums or the full premium for non-eligible benefits to be paid while on maternity leave.
- (f) Pilots who choose to take Parental Leave must begin their leave as soon as their maternity leave is over.
- (g) Pilots returning to work from maternity leave will return to their previous job position and base held at the time of their leave.

29.02 Parental Leave.

In accordance with the *Canada Labour Code (CLC)*, parental leave may begin no earlier than the day the child is born or comes into custody, care and control of the parent for the first time; and, no later than seventy-eight (78) weeks after the day the child is born or comes into custody, care and control of the parent for the first time.

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

Parental leave ends sixty-one (61) weeks after it begins for a pilot who takes maternity leave and sixty-three (63) weeks after it begins for a pilot who did not take maternity leave or on an earlier day if the pilot gives direct supervisor/manager at least six (6) weeks written notice where possible of that day.

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

Parental Leave Compensation

- (a) **Pilots serving the one (1) week Employment Insurance (EI) waiting period during Parental Leave:**
 1. Pilots will be paid one hundred percent (100%) of their salary during the first week (EI waiting period) of their parental leave.
 2. For those pilots who are in receipt of EI benefits during parental leave, the Company will top-up the first week of EI payments, equivalent to the difference between the sum of the weekly EI benefit a pilot is eligible to receive and any other earnings received by the pilot and one hundred percent (100%) of the weekly rate of pay the pilot received on the last day worked prior to the commencement of the leave.

3. Up to a maximum of fifteen (15) continuous weeks, the Company will top-up the EI payment equivalent to the difference between the sum of the weekly EI benefit a pilot is eligible to receive and any other earnings received by the pilot and ninety-three percent (93%) of the weekly rate of pay the pilot received on the last day worked prior to the commencement of the leave.

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

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

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

Return to Work

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

NOTE:

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

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

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

**ARTICLE 30
SHORT TERM SICK LEAVE PLAN**

30.01 Sick Day Bank

Upon hire a pilot 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 pilot'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 pilot have a non-work related illness or injury and once the disability has been adjudicated by the Company's benefits provider, the pilot'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 they are 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, a pilot 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 they are able to return to work.

Such pilot, while on short term or long term leave, shall retain and accrue length of service seniority whether or not they are 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 pilot's responsibility to attach a medical certificate to their 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 a pilot receives an injury while on duty then the pilot 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 pilot will be taken off line and every reasonable effort will be made to get the pilot back to the pilot's home base.

31.02 Quarantine

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

31.03 Health & Safety

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

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

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

ARTICLE 33 PERSONAL DAYS

33.01 After one (1) year of service pilots 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 pilot 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 length of employment schedule:

A Pilot who has completed the following number of years of employment	But less than the following number of years of employment	Is entitled to the following amount of annual vacation with pay:
-	1	7 shifts, 84 hours prorated
1	5	10 shifts, 120 hours
5	11	13 shifts, 156 hours
11	14	15 shifts, 180 hours
14	-	18 shifts, 216 hours

Vacation that is not taken in the 12 months following the year in which it was earned will be paid out at the pilot'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 pilot. Should the pilot not select available days they shall be paid out for those shifts at the end of the year in which they are earned.

(b) **Milestone Year**- a pilot shall receive their vacation entitlement in the year in which they reach their next Milestone.

Example: Pilot completes their fifth (5) year of service August 1st, 2014 they will be entitled to thirteen (13) vacation shifts for Vacation Year 2014.

(c) **Pay Recovery** - should a pilot 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 pilot 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 pilot. 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) Pilots must bid all their vacation entitlements during the bidding process.

(b) The bidding process will consist of two (2) rounds, to be bid in order of seniority. During the first round, each pilot will bid up to 50% of their entitled vacation allotment rounded up to the nearest full shift. During the second round, pilots shall bid their remaining vacation entitlement.

- (c) Training pilots will bid vacation against other training pilots within seniority at their assigned base. This will be based on a blind schedule (without the aid of an established 3 shifts on, 5 shift off schedule). When bidding vacation, the training pilots must align their requests with the flow of the schedule at their specific base (cannot be offset by an odd number of shifts). Only one training pilot will be permitted to be on vacation at a time. The training department will provide their quarterly schedule which will be built into the draft.
- (d) Should a pilot 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.
- (e) In the event that a pilot maintains their base and position throughout the vacation year, once selected and approved vacation picks will not be changed except by mutual agreement.
- (f) In the event of a base or position change (First Officer to Captain), the pilot will forfeit their vacation selection. The company will, giving consideration to the wishes of the pilot while respecting the needs of the service, reschedule a vacation selection that has been forfeited.

34.06 When a pilot bids a complete block of shifts in a row for vacation, the days off 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. National Day for Truth and Reconciliation
10. Thanksgiving Day
11. Christmas Day
12. Boxing Day

* Any other day proclaimed by Federal Legislation.

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

35.03 General Holidays shall be paid as follows:

- (a) Should a General holiday fall on a pilot's regularly scheduled day of work they 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 a pilot's regularly scheduled day off they will be paid the following:

12 hours stat pay per General Holiday in addition to their regular pay.

(c) If a pilot bids a vacation day on a General Holiday that falls on a pilot's regularly scheduled day of work, they will be paid for their regular day of pay, their 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 pilots:

Table: 36.01(a)

FIXED WING PILOT UNIFORM KIT			
Items:	New Hire Initial Allotment (units)	Point Value/Unit	Annual Replacement Allotment (per item)
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)

Optional Items:	Point Value
T-shirt (moisture wicking - poly/cotton)	15
T-shirt (cotton)	10
Golf Shirt (poly/cotton)	25
Uniform Dress Pants (winter)	70
Sweater	50

Optional Items:	Point Value
Scarf	20
Headset (Company Issued)	1
Winter Boot / Shoe Allowance	\$350.00

- (a) The employer will provide a noise cancelling headset to each pilot. Headset replacement will be at the sole discretion of the employer.
- (b) Pilots 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 pilot, 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 Pilot 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 pilot's last day of work, will be reconciled from pilot's last pay, at the issued cost.
- (e) The uniform kit is to be gender specific. When gender specific cannot be obtained then the affected pilot will receive tailoring reimbursed by the company.
- (f) All footwear allowances are per Calendar year and require submission of receipts for reimbursement.

36.02 New hire pilots will receive the initial uniform allotment and each calendar year thereafter, pilots 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) Pilots 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 the pilot's discretion, yearly awarded points will be used to add or replenish uniform items listed above on an as needed basis. Pilots will be allowed two (2) yearly shipments from the uniform provider. Subsequent orders will be shipped at the pilots' expense.
- (e) Any pilot 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 pilots' 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 pilots 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 a pilot's day of rest, the pilot 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 pilot 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 pilots against pilots who are not members of the Union.

38.03 The Company and the Union each agree that they will not discriminate against any pilot 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 pilot 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 pilot. At the meeting/interview, the pilot and the Union Representative may make statements and ask questions concerning the events and circumstances. The Union Representative, if a pilot 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 pilot 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 pilots' personnel files after fifteen (15) months provided that no further disciplinary action of a similar nature has been recorded during this period.

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

Upon written request, pilots 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 a pilot, group of pilots, or on its own behalf concerning the interpretation, application, or administration of the Collective Bargaining Agreement, and shall include individual pilot 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 pilot and or their 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 pilot(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. Failing settlement being reached at Step 2 or upon the expiration of the Step 2 time limits, the grievance may be advanced to Step 3.

Step 3

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. Failing settlement being reached at Step 3 or upon the expiration of the Step 3 time limits, the grievance may be referred to Arbitration in accordance with Article 40.06.

40.03 Termination Grievances

A grievance resulting from the involuntary termination of a pilot shall be submitted directly to Step 3 within thirty (30) days of the Union's or pilot'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 their 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 pilot 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 – Pilots 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 pilot 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 pilots 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 Pilots who have been employed by the Company for at least a period of 6 months commencing from the pilot's first operational shift and voluntarily relocates or the Company requests the pilot relocate as a result of a job opening, such pilot will be eligible, once every twenty-four (24) months (unless relocation is a result of layoff), to receive the following payments upon verifiable proof of relocation expenses:

- (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.
- (c) If for any reason, a pilot who has been reimbursed for relocation expenses ceases to be employed by the Company within two (2) years from the date of reimbursement, the pilot will

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

43.03 Transfers

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

ARTICLE 44 TRAVEL AND EXPENSES

44.01 Per Diems

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

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

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

When a pilot overnights they 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 pre-planned 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 pilot, upon production of a receipt for any government mandated certificate or license fees as required by the Employer.

The Pilot 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 (C. V. R.'s)

- (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 remove 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 pilots 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.
- (e) **Base Safety Pilot:** The designation shall be for a term of two (2) years and will receive a monthly allowance as follows:

Duty	Current	March 1, 2021	March 1, 2022	March 1, 2023
Base Safety Pilot	351.62	358.65	365.83	376.80

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 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 pilots 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 pilot). The Benefit Program referred to herein shall be in accordance with the Ornge Employee Benefit Booklet.

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

ARTICLE 47 DEFINITIONS

47.01 Displacement - Shall mean the removal of a pilot by the Company from any flight time duty to which they have 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 pilots in those situations arising directly from the responsible discharge of official duties by the pilot 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 pilot may select legal counsel of their choice to represent the pilot and the legal fees for such representation shall be their responsibility. In the event that the final determination after all appeals, exonerates the pilot or does not ascribe fault or blame to the pilot, the Company will reimburse the Union and/or pilot 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 pilot is involved in a legal action against the Company.

ARTICLE 49 TEMPORARY CONTRACT EMPLOYEES

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

ARTICLE 50 ILLEGAL STRIKES AND LOCKOUTS

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 pilots, 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 three (3) year period from March 1, 2021 to February 29, 2024 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.

Awarded on May 8, 2023.

FOR THE UNION:

Dana MacPherson /S

Dana MacPherson
Senior International Representative OPEIU

Jason White /S

Jason White
Chair OPEIU

Daniel Strevel /S

Daniel Strevel
Vice-Chair OPEIU

FOR THE COMPANY:

Peter Cunnington / S

Peter Cunnington
Chief Operating Officer - Aviation

Foster Brown /S

Foster Brown
Chief Human Resources & Labour Relations
Officer

Meera Sharma /S

Meera Sharma
Human Resources Business Partner

Jeff Gariepy /S

Jeff Gariepy
Director, Flight Operations, Fixed Wing

Cara Chambers /S

Cara Chambers
Director, Base Management

Holly Zammit /S

Holly Zammit
Manager, Workforce Planning and Scheduling

Jim Bennett /S

Jim Bennett
Chief Pilot, Fixed Wing

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**LOU #1
LIST OF ARBITRATORS**

Mr. Paul Bohelski

Sr. International Rep.

OPEIU Canada

Dear Mr. Bohelski:

Re: List of Arbitrator

As per Article 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	
POLICY #: 1.1.5	
ORIGINATOR: Maria Renzella	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 a pilot's current position in the organization
- Provide skills and/or knowledge relevant to a pilot's current or future position at Ornge Air in a pilot'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
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**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
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**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.

**LOU #8
CAPTAIN QUALIFIED FIRST OFFICER**

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.

Appendix "A" to be amended to include a new pay scale for a Captain Qualified First Officer, to come into effect **July 1, 2022**

Captain Qualified First Officer CQFO)	69,957.12
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The selection and upgrade process will be as defined in the Company Training Manual. A CQFO is defined as any candidate who successfully completes the Captain training syllabus including line familiarization, holds all of the qualifications to become a Captain with Ornge Global Air as defined by the most current Ontario standards and requirements for registered Air Operators, but does not hold a Captain's line. Although a CQFO holds a First Officer's line on the schedule, they are eligible for open Captain overtime shift call-outs (per the CBA).

All overtime shifts will be awarded by seniority basis within a classification, unless suitable employees from that classification are not available. For the purposes of Captain overtime shift call-outs, classifications will be defined as Captain and then CQFO.

8/19/2022

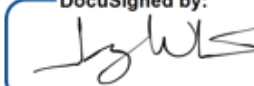
Signed on _____

For OPEIU:

DocuSigned by:

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Dana MacPherson, Sr. International Rep.

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Jason White, Chairperson

For Ornge:

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Foster Brown, Chief Human Resources and Labour Relations Officer

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Jeff Gariepy, Director of Flight Operations, FW

**LOU #9
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**LOU #10
GENDER NEUTRAL LANGUAGE**

Gender Neutral Language

The Parties agree by mutual agreement, to amend the Collective Agreement for the purpose of removing gender specific language and adopting a gender neutral format. All references to masculine pronoun (he/him/his) or feminine pronoun (she/her/hers) be replaced with neutral pronouns (they/them/their) or Pilot where appropriate

To ensure consistency all reference to “employee” will be replaced with “Pilot” where appropriate.

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

First Officer Pay Schedule					
	Current	March 01, 2021	March 01, 2022	March 01, 2023	March 01, 2023 (One-Time Market Adjustment Included)
First Officer Step 1	46,242.10	47,166.94	48,110.28	49,553.59	54,218.42
First Officer Step 2	46,935.71	48,110.28	49,072.49	50,544.66	55,324.92
First Officer Step 3	47,639.76	49,072.49	50,053.94	51,555.55	56,454.00
First Officer Step 4	48,354.36	50,544.66	51,555.55	53,102.22	58,200.00
First Officer Step 5	49,799.83	52,061.00	53,102.22	54,695.29	60,000.00

Captain Pay Schedule					
	Current	March 01, 2021	March 01, 2022	March 01, 2023	March 01, 2023 (One-Time Market Adjustment Included)
Captain Step 1	90,114.42	91,916.71	93,755.04	96,567.69	114,174.96
Captain Step 2	92,808.83	93,755.04	95,630.14	98,499.05	116,505.06
Captain Step 3	95,583.82	95,630.14	97,542.75	100,469.03	118,882.72
Captain Step 4	98,441.77	98,499.05	100,469.03	103,483.10	122,559.50
Captain Step 5	101,385.19	101,454.02	103,483.10	106,587.59	126,350.00
Captain Step 6	104,416.61	106,526.72	108,657.25	111,916.97	133,000.00
Captain Step 7		111,853.06	114,090.12	117,512.82	140,000.00

Captain Qualified First Officer Pay Schedule		
Current (July 1, 2022)	March 01, 2023	March 01, 2023 (Bonus Top-up Included)
69,957.12	72,055.83	90,092.08

RETROACTIVE PAY, PAY SCALE AND STEP MOVEMENT

Retroactivity

- Wage rate increases of 2% for 2021, 2% for 2022 and 3% for 2023 will be applied to all earnings retroactively to March 1, 2021 for each pilot on the seniority list during the term of the contract. The “one-time market adjustment” for wages in 2023 shall be applied to all pilots on the seniority list as of the date of award retroactively to March 1, 2023, and shall be the basis for all further wages in subsequent contracts.
- Retroactive payments will be paid within ninety days following the date of award.
- The applicable rate for these retroactive calculations shall be:
 - For First Officers - years of service from date of hire; and

- For Captain Qualified First Officers – March 1, 2023 or date of qualification as Captain Qualified First Officer (CQFO) for those who qualify as CQFO after March 1, 2023; and
- For Captains - years of service as a Captain from date of qualification as a Captain.
 - Captains who were at Year 6 of the Captain Pay Schedule on February 28, 2021, will move to Captain Step 7 effective March 1, 2021.
- In both cases, the retroactive wage rate increases will be prorated if the step increases during the period from March 1st, 2021 to date of award.

Pay Scale and Years of Service Movement

- Captains shall be placed in the appropriate Captain 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.
- 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, they shall be placed on the First Officer's pay schedule at Step 5.

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
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**MOS #2
NEW BENEFITS**

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**MOS #2
NEW BENEFITS**

MINUTES OF SETTLEMENT

BETWEEN:

OFFICE AND PROFESSIONAL EMPLOYEES
INTERNATIONAL UNION (OPEIU)

(the "Union")

-and-

ORNGE AIR

(the "Company")

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

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

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

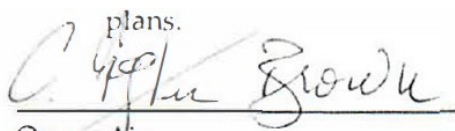
AND WHEREAS the language agreed to by the parties expressly contemplates the application of the benefit plan's terms with respect to eligibility requirements well as the parties shared understanding tor why the parties are bound by the eligibility thresholds set out in the benefits plan;

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

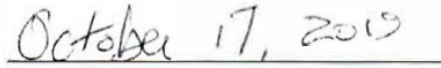
AND WHEREAS the parties have mutually identified the need for a one-time transition plan for two individual employees who would otherwise be immediately impacted by the new benefit plan's requirements

NOW THEREFORE the Parties agree as follows:

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

^{plans.}


Ornge Air
 Per: Foster Brown



Date



For OPEIU
 Per: Paul Bohelski
 Senior International Representative



Date

**MOS #6
AMENDMENT TO YXL BASE VOTES**

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**MOS #6
AMENDMENT TO YXL BASE VOTE**

Nov 3, 2020

Amendment to Base Vote, YXL Fixed Wing Pilots:

In coordination with MOU 2 Scheduling Rules and Vacation Bid Process and Article 21.07.

Let it be noted without prejudice or precedence that the OPEIU Fixed Wing pilot executive agree with Ornge Air management to amalgamate the YXL schedule into a blended schedule for the year 2021. The blended base schedule will per pilot line, use either; a) 2 day, 2 afternoon rotation followed by 4 off, or b) 4 day, 4 off, 4 afternoon rotation.

As feasibly possible this blended schedule will endeavor to balance the number of day, afternoon and on-call shifts within each pilot classification at the YXL base.

Sincerely,

Jay White, OPEIU FW Chair

Mike Newransky, OPEIU FW Vice Chair

Sandy Pope, OPEIU Bargaining Coordinator

Sandy Pope 11/6/2020

Foster Brown, Chief HR & LR Officer

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11/6/2020

Jeff Gariepy, Director of Flight Operations, FW

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Jeff Gariepy
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**MOS #9
SCHEDULING RULES AND VACATION BID PROCESS (REVISED NOVEMBER 2022)**

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MOS #9
MOU #2 - SCHEDULING RULES AND VACATION BID PROCESS (Revised November 2022)

To: Senior International Rep, OPEIU

From: Foster Brown, Chief HR & LR Officer & Jeff Gariepy, DFO - FW, Ornge Global Air

Date: November 10, 2022

As per LOU #7, the parties agree to the following scheduling rules and vacation bid process on a one-year trial basis. LOU 7 states “The parties agree that they will endeavor to agree to a trial process that will deal with balancing shifts to 2080 hours. That process will include a portion of the shifts bid in conjunction with the annual vacation bid”.

The amendments will take effect for the 2023 vacation bid and schedule. This MOU will expire at the end of 2023 or the Company commits to meeting within 30 days of a new CBA to plan implementation to any schedule changes.

The intent of these rules is to provide flexibility within the scheduling system, compliance with Fatigue Risk Management Program and to reduce the necessity of schedule changes in regards to CBA Article 20.07. All other shift filling and scheduling rules will apply except as expressly amended by this document. The yearly schedule under Article 20 will be amended to a quarterly schedule as described below with associated changes to the vacation bidding process and the use of balancing shifts. The vacation bid will be conducted using a full year schedule. The incorporated training will be released on the quarterly schedule.

The schedule will be published quarterly with a protected annual vacation bid selection.

The Company will construct a yearly draft schedule based on a rotation as selected by each base.

Option 1. 4 On , 4 Off (i.e., 2 Days/2 Nights OR 2 Days/2 Afternoons followed by 4 off for 795/796 bases)

D	D	N	N					D	D	N	N					D	D	N	N
---	---	---	---	--	--	--	--	---	---	---	---	--	--	--	--	---	---	---	---

or for 795/796

D	D	A	A					D	D	A	A					D	D	A	A
---	---	---	---	--	--	--	--	---	---	---	---	--	--	--	--	---	---	---	---

Option 2. 4 On, 5 Off, 5 On, 4 Off, 5 On, 5 Off (i.e., 2 Days/2 Nights or Afternoons, 2 Days/3 Nights or Afternoons, and 3 Days/2 Nights or Afternoons)

D	D	N	N					D	D	D	N	N				D	D	N	N	N
D	D	N	N					D	D	N	N	N				D	D	D	N	N

or for 795/796

D	D	A	A					D	D	D	A	A				D	D	A	A	A
D	D	A	A					D	D	A	A	A				D	D	D	A	A

The company will not schedule more than 3 nights in any one block of shifts. There will be a transition period from December 31, 2022 to January 14, 2023 as the schedule changes are implemented. At no time during this transition will less than 4 days off be scheduled.

Eight (8) weeks prior to the start of a quarter (quarters two through four) the quarterly draft schedule will be provided to all pilots which incorporates bid vacation and planned training events. For quarter one, the normal vacation bid process will take place in November in addition to a line bid. Where practicable, the schedule will carry on the rotation from each previous quarter. No pilot shall be scheduled for less than a minimum of four (4) days off in a schedule pattern.

Training pilots will bid vacation against the other training pilots, within seniority at their assigned base. This will be based on a blind schedule (without the aid of an established voted on schedule pattern). When bidding vacation, the training pilots must align their requests with the flow of the schedule at their specific base (cannot be offset by an odd number of shifts). Only one training pilot will be permitted to be on vacation at a time. The training department will provide their quarterly schedule which will be built into the draft. Training pilot schedules must contain the minimum number of shifts per quarter as all other base Captains.

Each quarter shall be as defined as:

Quarter 1	January 1 – March 31
Quarter 2	April 1 – June 30
Quarter 3	July 1 – September 30
Quarter 4	October 1 – December 31

Vacation Process

On or before October 15, 2022 the pilots will receive their yearly vacation entitlement. (CBA 34.04)

On or before November 15, 2022 the yearly draft schedule will be made available to each employee. (CBA 34.05).

Once the pilots have received the yearly draft schedule the pilots will complete a line and vacation bid, allotted number of balancing shifts, and personal days. This bid will be conducted by a Workforce Planning representative with the pilots (or designated proxy) being present (in person or virtual) on the determined vacation bid meeting date (dates to be November 21, 22 and 23, 2022). The bidding for vacation, balancing shifts, and personal days will be in accordance with date of hire seniority. The company will then release the completed schedule for the first quarter on or before December 6, 2022.

A vacation block will consist of all vacation days plus applicable protected days (either before or after the block). Although the preference is for full blocks to be bid, pilots may bid in shorter blocks, if necessary individual days. Only one captain and one first officer (per aircraft per base) may select a

specific vacation block per base. On an exceptional basis, and pending approval, any additional vacationing protected days may overlap provided minimum shift coverage is maintained.

The bidding process will consist of 2 rounds, to be bid in order of seniority. During the first round, each pilot will bid up to 50% of their entitled vacation allotment rounded up to the nearest full block. During the second round, pilots shall bid their remaining vacation entitlement.

Exception: On a per case basis, additional vacationing pilots with overlapping protected days may occur provided minimum shift coverage is ensured.

Personal Days

After the normal vacation bid award process, as per Article 33.02, the employee may bid their personal days consistent with the annual scheduling and vacation bidding process. Once approved the personal day will be protected.

Balancing Shifts

After the personal days bid process, balancing shifts will be bid on a seniority basis. Five (5) balancing shifts will be available to each pilot. The Company will plan and release the remaining shifts in each quarter to balance the year's schedule to 2080 hours (173 shifts).

Signed at Toronto this 11th day of November, 2022

For the Union:

DocuSigned by:

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Sandy Pope, Senior International Rep

DocuSigned by:

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Jay White, Chair

For the Employer:

DocuSigned by:

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Foster Brown, Chief HR & LR Officer

DocuSigned by:

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Jeff Gariepy, Director of Flight Operations (FW)

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